



**BRECKENRIDGE TOWN COUNCIL WORK SESSION**

Tuesday, December 10, 2013; 3:00 PM

Town Hall Auditorium

**ESTIMATED TIMES:** *The times indicated are intended only as a guide. They are at the discretion of the Mayor, depending on the length of the discussion, and are subject to change.*

|                    |            |  |           |
|--------------------|------------|--|-----------|
| <b>1:30pm</b>      | <b>I</b>   | <b><u>RANCH AT BRECKENRIDGE PUD SITE VISIT (MEET AT TOWN HALL AT 1:30PM)</u></b> |           |
| <b>3:00-3:05pm</b> | <b>II</b>  | <b><u>PLANNING COMMISSION DECISIONS</u></b>                                      | <b>2</b>  |
| <b>3:05-3:30pm</b> | <b>III</b> | <b><u>LEGISLATIVE REVIEW*</u></b>  |           |
|                    |            | Ordinance Authorizing the Sale of Well Parcel and Easement                       | <b>9</b>  |
|                    |            | Resolution to Approve 2014 Legal Services Agreement with Timothy H. Berry, P.C.  | <b>34</b> |
|                    |            | Resolution to Approve Agreement for 2014 Municipal Court Prosecution Services    | <b>41</b> |
|                    |            | Resolution for the Creation of a Temporary Child Care Advisory Committee         | <b>48</b> |
| <b>3:30-4:30pm</b> | <b>IV</b>  | <b><u>MANAGERS REPORT</u></b>  |           |
|                    |            | Public Projects Update   | <b>53</b> |
|                    |            | Housing/Childcare Update   |           |
|                    |            | Committee Reports  | <b>59</b> |
|                    |            | Grants/Scholarship Committee   |           |
| <b>4:30-5:30pm</b> | <b>V</b>   | <b><u>OTHER</u></b>  |           |
|                    |            | Solar Garden Demographics  | <b>60</b> |
|                    |            | Election Commission Appointment  | <b>61</b> |
|                    |            | Cultural Arts Temporary Committee - Structure and Appointment                    | <b>62</b> |
|                    |            | BRC Board Appointment Updates  | <b>66</b> |
| <b>5:30-6:15pm</b> | <b>VI</b>  | <b><u>PLANNING MATTERS</u></b>   |           |
|                    |            | Town Project Hearing: Wakefield-Sawmill Interpretive Site                        | <b>67</b> |
|                    |            | County Referral - Ranch PUD Amendment  | <b>79</b> |

Note: Public hearings are not held during Town Council Work Sessions. The public is invited to attend the Work Session and listen to the Council's discussion. However, the Council is not required to take public comments during Work Sessions. At the discretion of the Council, public comment may be allowed if time permits and, if allowed, public comment may be limited. 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. The public will be excluded from any portion of the Work Session during which an Executive Session is held. 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.

**MEMORANDUM**

**To:** Town Council

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

**Date:** December 4, 2013

**Re:** Planning Commission Decisions of the December 3, 2013, Meeting.

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***DECISIONS FROM THE PLANNING COMMISSION AGENDA OF December 3, 2013:***

**CLASS C APPLICATIONS:**

- 1) The River Villa (SG) PC#2013101, 13 Riverwood Drive  
Construction of a new single family residence with 4 bedrooms, 4.5 bathrooms, 3,935 sq. ft. of density and 4,894 sq. ft. of mass for a F.A.R. of 1:6.42. Approved.
- 2) Xcel Breaker House Addition (JP) PC#2013108, 562 Wellington Road  
Construction of a 530 sq. ft. addition to existing 620 sq. ft. concrete masonry block structure which houses the breaker banks for the substation. Approved.
- 3) Columbia Lode Single Family (MGT) PC#2013110, 42 Luisa Drive  
Construction of a new single family residence with 6 bedrooms, 6.5 bathrooms, 5,068 sq. ft. of density and 5,983 sq. ft. of mass for a F.A.R. of 1:4.89. Approved.
- 4) Boeke-Gerard Residence (MGT) PC#2013107, 66 Long Ridge Drive  
Construction of a new single family residence with 3 bedrooms, 3 bathrooms, 2,658 sq. ft. of density and 3,360 sq. ft. of mass for a F.A.R. of 1:7.81. Approved.

**CLASS B APPLICATIONS:**

None.

**CLASS A APPLICATIONS:**

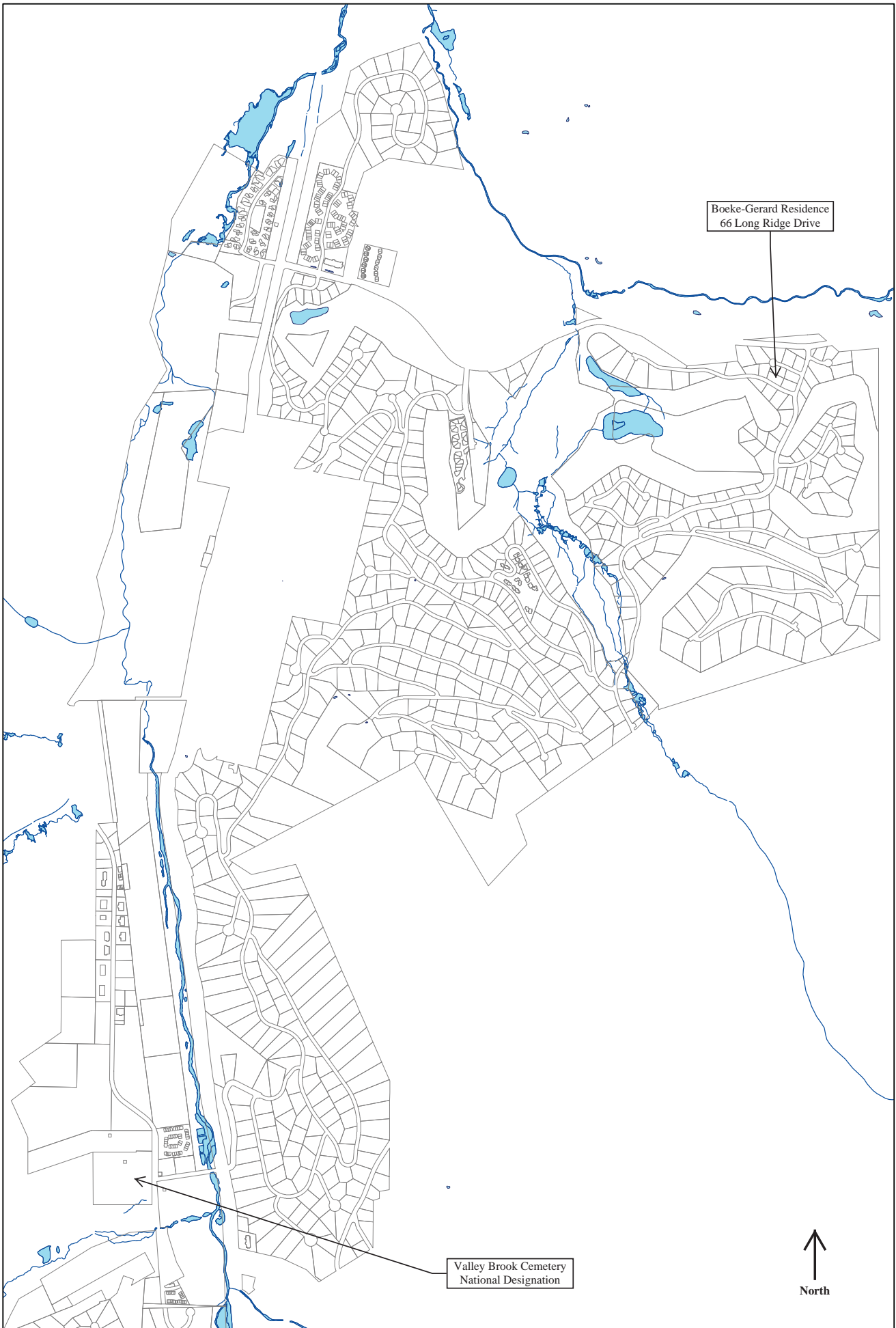
None.

**TOWN PROJECT HEARINGS:**

- 1) Wakefield Sawmill Interpretive Site (CK) PC#2013109, Boreas Pass Road  
Two phase project to include: regrading the existing driveway, leaving it as a gravel driveway, adding 6 parking spaces, creating soft surface pedestrian pathways (Phase I, 2014); restoring the original sawmill, constructing a protective open shelter to cover the restored sawmill, installing interpretive outdoor signs, and creating a foot bridge to the site's existing historic cabin (Phase II, 2015). Recommended for approval by the Town Council, despite not passing the point analysis due to failing Policy 18/A (Parking).

**OTHER:**

- 1) Valley Brook Cemetery National Designation (LB)  
Recommendation by the Commission that the Chair of the Breckenridge Planning Commission sign the State Review Form to support the nomination of the Valley Brook Cemetery for listing on the National Register.



Boeke-Gerard Residence  
66 Long Ridge Drive

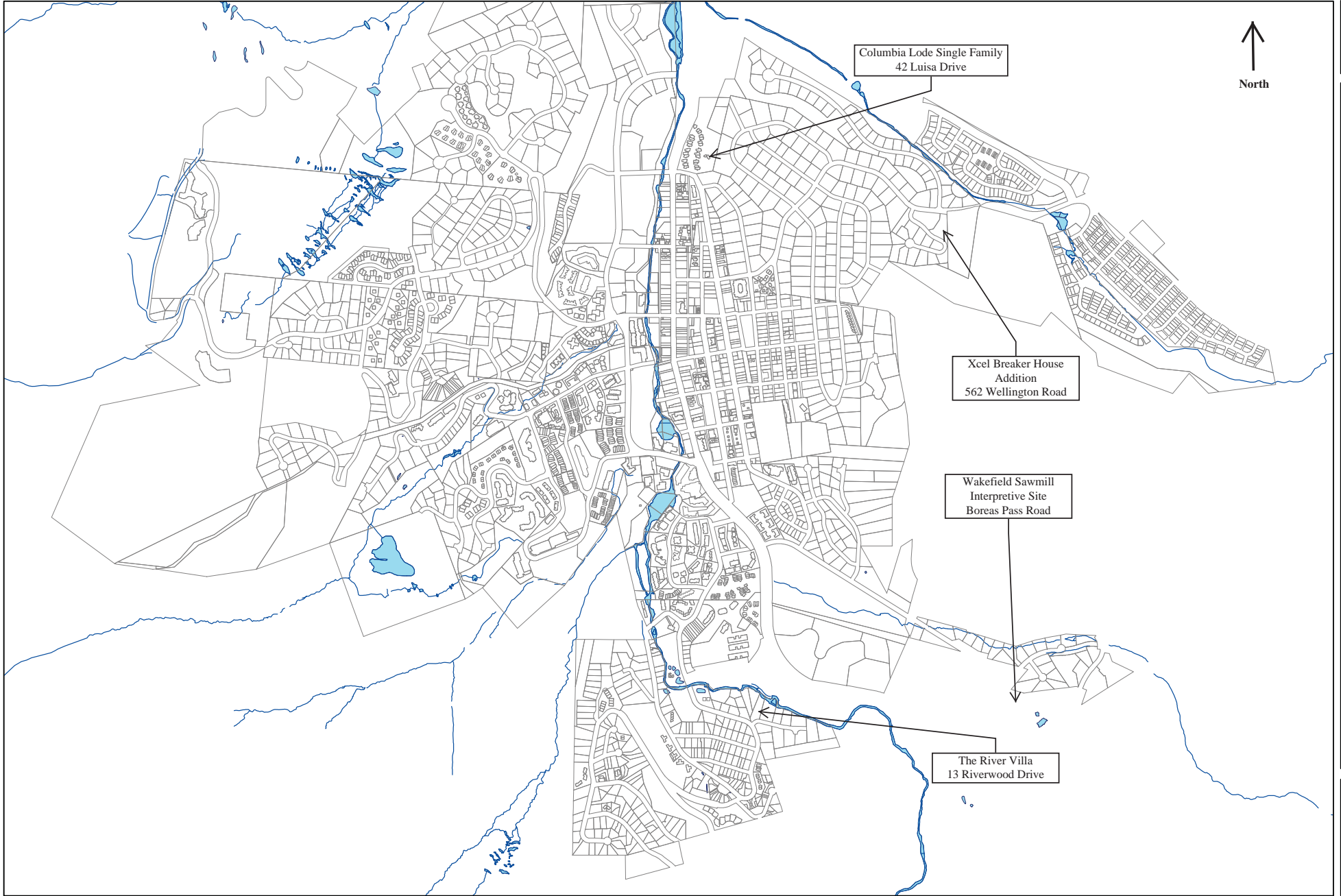
Valley Brook Cemetery  
National Designation



**Breckenridge North**

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.

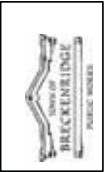
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# Breckenridge South

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                Gretchen Dudney  
Dave Pringle was absent.  
Jennifer McAtamney, Town Council Liaison

### APPROVAL OF AGENDA

The December 3, 2013 Planning Commission meeting agenda was approved unanimously (6-0).

### APPROVAL OF MINUTES

With no changes, the November 19, 2013, Planning Commission Minutes were approved as presented.

### CONSENT CALENDAR:

1. The River Villa (SG) PC#2013101, 13 Riverwood Drive
2. Xcel Breaker House Addition (JP) PC#2013108, 562 Wellington Road
3. Columbia Lode Single Family (MGT) PC#2013110, 42 Luisa Drive
4. Boeke-Gerard Residence (MGT) PC#2013107, 66 Long Ridge Drive

With no requests for call up, the consent calendar was approved as presented.

### TOWN COUNCIL REPORT:

Ms. McAtamney:

We ratified a settlement on Tiger Run RV near 4 mile bridge, regarding a lawsuit between a church and RV resort; the County/Town will acquire the church's parcel, and Tiger Run RV will be paying \$50,000 to acquire the property that has their Well House. First reading on 2014 budget, huge crowd attended in support of the childcare scholarship program. The Harris Street project is finishing demolition. They've saved some money in some areas and have been able to cover additional costs of asbestos removal, and the project contingency is well intact. We looked at the ballot for the April vote, and the decision was made to go with mail-in ballot with polling places on day of election. We had a fabulous presentation on the Breck Freeride. I recommend that you go to the website and it will show you real time where the buses are and they have a downloadable app that will tell you when the buses will be at your stop. Review of Block 11 master plan, which was last reviewed in April 2012. Ms. Best did a great review of that plan to remind current Council about the densities, housing types, architectural character, and the parks and green spaces. We looked at referral from the County, Ranch PUD amendment that is off of Baldy and Sally Barber roads, they want more density. It is similar to Western Sky. It is supposed to be cluster development, but doesn't look like it. We will be doing a site visit on January 10, good to be aware of as this will have a big impact. Three openings for Public Arts Commission and we expanded the membership of this group as we had 5 great candidates. The landfill task force met and based on changes from the companies who use the recycled material, single stream is not good for the glass, so we may be required to separate out glass. This will need to be further reviewed and there is a good presentation you could look at in the Town Council packet from last meeting.

(Mr. Butler: Please explain more about the childcare issue.) The reason the Council continued to support these scholarships was because it is a priority of the Council to support young families and the workforce in the community and it is in alignment with the Vision plan and Town policies. Clearly a property tax wasn't viable, but we hope to find a sustainable revenue stream to keep this program intact. Our community is different from other Towns because we are a resort with a very high cost of living which makes it difficult for

young families to stay in the community. This is why the Council still wants to support this issue as well as housing which is related. The Town needs to take steps to promote diversity because we want a community that is diverse, that includes kids who come here for a season, to young families, to the retirees. We need to find ways to make it viable because this is the workforce that drives our economy and creates the sense of community that makes Breckenridge unique. Years ago, there was a shortage of workers in the community and places could not open until later. Early care is the best public investment with the most return on dollars, as opposed to other investments such as NRO. The state has continued to raise the bar for teachers and the cost of care is unaffordable based on local wages. The people who teach preschool now have 4 year degrees and they deserve a livable wage. This funding is coming out of the general fund and without a dedicated revenue stream; there will have to be an annual appropriation.

Also, the Dew Tour is next week. Join the race of the Santa's this Saturday night for all ages, kids can join the reindeer race.

#### **OTHER MATTERS:**

##### 1. Valley Brook Cemetery National Designation

Ms. Best presented a memo concerning the nomination of Valley Brook Cemetery to the National Register of Historic Places. A copy of the nomination/report is included in the Commissions packet and includes the background and history of the cemetery, as well as the findings that support the nomination. Staff agrees with the consultants' conclusion that the Cemetery meets the criteria and is eligible for listing on the National Register. The nomination will be presented to the State Review Commission on January 17, 2014 and the Planning Commission is required to comment on the nomination. Staff recommended the Commission support the nomination by directing the Chair to sign the State's Review Report Form which is included in your packet.

#### *Commissioner Questions / Comments:*

(Many Commissioners agreed that the information in their packets that was presented by Ms. Best was really interesting.)

Mr. Schroder: Wondering why we still have 2000 available plots. (Ms. Best: A lot of planning as well as restoration has been going on. The Town operates the cemetery and has created a Fund to take care of the expenses. The Listing on the National register is one way to increase marketing, not just for the Cemetery, but for the whole Town.)

Mr. Schroder made a motion to recommend that Jim Lamb, as Chair of the Town of Breckenridge Planning Commission, sign the State Review Form to support the nomination of the Valley Brook Cemetery for listing on the National Register. Mr. Mamula seconded, and the motion was carried unanimously (6-0).

#### **TOWN PROJECT HEARINGS:**

##### 1. Wakefield Sawmill Interpretive Site (CK) PC#2013109, Boreas Pass Road

Mr. Kulick presented a public hearing project to develop the Wakefield Sawmill Interpretive Site. The project consists of regrading the gravel driveway, adding 6 parking spaces, creating soft surface pedestrian pathways (Phase I, 2014); restoring the original sawmill, constructing a protective open shelter to cover the restored sawmill, installing interpretive outdoor signs, and creating a foot bridge to the site's existing historic cabin (Phase II, 2014). Once the project is completed, the Wakefield site will be staffed by Heritage Alliance employees during the summer season (mid-June to Labor Day) and accessible to the public year round.

This is a Town Project pursuant to the recently adopted ordinance amending the Town Projects Process (Council Bill No. 1, Series 2013). As a result, the Planning Commission is asked to identify any concerns with this project, and any code issues. In addition, the Commission is asked to make a recommendation to the Town Council. Since this is a Town project, the Planning Commission may recommend approval of the project despite not meeting absolute policy 18A regarding paving parking and driveways.

Staff has identified that the only policy that this application does not comply with is Policy 18A/Parking for unpaved driveway and parking spaces. Staff suggested that the Planning Commission recommend approval of this project to the Town Council with the presented findings. Staff welcomed questions from the Commission.

Mr. Robin Theobald, Breckenridge Heritage Alliance Member, Applicant: Displayed the materials that will be used around the site including the wood siding and rough sawn lumber. The posts will be old telephone poles. There won't be any walls on the building, so you will mostly see old rusting machinery. We have all the equipment from the sawmill and we will have a various saws and planers on display. The roof will essentially be the kind that was over it when it was a fully functional sawmill.

*Commissioner Questions / Comments:*

Mr. Mamula: Where is the Aspen Alley trail in relation to this project? (Mr. Kulick: Showed the Commissioners on the plans where the trail is, and discussed how the parking proposed for the project is designed strictly for visitors of the sawmill display. The Aspen Alley Trail is best accessed at the Ice Rink and above this site on Boreas Road. We think the typical visitor will be there 15 minutes and it will be signed "No trail head parking".)

Mr. Schroder: Is Mr. Monroe's driveway currently gravel? (Mr. Kulick: Yes it is.)

Ms. Dudney: Question on the aspect of the variance on the gravel driveway. I don't have a problem with the gravel but I don't understand the role of the Planning Commission to recommend the Town Council to ignore a code. Like Pence Miller, we could choose to let the Town Council know that it doesn't meet the development code and then the Town Council can overrule this.

Mr. Mamula: I agree with you. I think it is the Council's decision. (Mr. Grosshuesch: The point analysis should be discussed first. The Town Attorney wants the Planning Commission to make the recommendation on if this project should be approved or not.)

Mr. Lamb: I think it is clear that it fails an absolute policy. (Mr. Kulick: Under the Town Ordinance you are allowed to approve a Town Project despite failing an absolute policy.)

Ms. Dudney: I'm interested in understanding the Town Project Ordinance. (Mr. Grosshuesch: Acknowledge that it fails the absolute policy, but then make the recommendation that the Town Council overrides that policy. In a regular private project you make the decision, but in a Town Project you make a recommendation.)

(Mr. Schroder, Ms. Christopher, Mr. Butler and Ms. Dudney were in support of this project.)

Mr. Mamula: The reason we made it an absolute is because everyone paves their driveways and previously you were awarded a positive point for paving and we wanted to take away that cheap point. This is the history, there is no other reason why this is an absolute. I think that gravel in this case is a better way to go.

Mr. Lamb noted there was no public present and asked Mr. Rick Hague and Ms. Larissa O'Neil from the Breckenridge Heritage Alliance, who were the other audience members, if they had any comments. Both replied no.

Ms. Dudney made a motion to state that this project does not pass the point analysis because it does not comply with Policy 18/A (paved driveway and parking). Ms. Christopher seconded, and the motion was carried unanimously (6-0).

Ms. Dudney made a motion to recommend the Town Council approve the Wakefield Sawmill Interpretive Site, PC#2013109, Boreas Pass Road, despite not passing the point analysis and with the presented findings and conditions. Ms. Christopher seconded, and the motion was carried unanimously (6-0).

**FINAL OTHER ITEMS:**

Ms. Puester gave the Commission a last reminder about the Savings Places conference in February.

**ADJOURNMENT:**

The meeting was adjourned at 7:40 p.m.

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Jim Lamb, Chair





## MEMORANDUM

**To:** Mayor and Town Council  
**From:** Tim Gagen, Town Manager  
**Date:** December 4, 2013  
**Subject:** *Settlement Agreement with Tiger Run Owners Association Ratification*

*This is the same memo as was presented at the November 26<sup>th</sup> Council Meeting.*

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/SECOND READING – DEC. 10***

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

4  
5 COUNCIL BILL NO. 47

6  
7 Series 2013

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

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

15  
16 Parcel A-1, Swan’s Nest Subdivision, County of Summit and State of Colorado

17  
18 (“**Property**”)

19 ; and

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

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

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

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

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

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

1 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF  
2 BRECKENRIDGE, COLORADO:  
3

4 Section 1. The Town Manager is authorized, empowered, and directed to take all necessary  
5 and appropriate action to implement and perform the Town’s obligations under the terms of the  
6 negotiated settlement of the lawsuit described above, including, but not limited to the following:  
7

- 8 1. The execution, acknowledgement, and delivery to the Tiger Run  
9 Owners Association of the deed of conveyance for the Town’s  
10 interest in the Well Parcel, said deed to be substantially in the form  
11 that is marked **“Exhibit “A”**, attached hereto, and incorporated  
12 herein by reference;  
13
- 14 2. The execution, acknowledgement, and delivery to Tiger Run Owners  
15 Association of the Grant of Easement substantially in form that is  
16 marked **“Exhibit “B”**, attached hereto, and incorporated herein by  
17 reference; and  
18
- 19 3. The performance of all other things necessary to the agreed  
20 settlement of the abovementioned lawsuit.  
21

22 Section 3. The Town Council ratifies and confirms in advance all action taken by the  
23 Town Manager pursuant to the authority granted to him by this ordinance. Further, all action  
24 previously taken by the Town Manager, the Town Attorney, and all other Town employees with  
25 respect to the settlement of the abovedescribed litigation is hereby ratified, confirmed, and  
26 approved.  
27

28 Section 4. The Town Council finds, determines, and declares that it has the power to  
29 adopt this ordinance pursuant to the authority granted to home rule municipalities by Article XX  
30 of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.  
31

32 Section 5. This ordinance shall be published and become effective as provided by Section  
33 5.9 of the Breckenridge Town Charter.  
34

35 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
36 PUBLISHED IN FULL this \_\_\_\_ 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.  
40

41 TOWN OF BRECKENRIDGE, a Colorado  
42 municipal corporation  
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46 By \_\_\_\_\_

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John G. Warner, Mayor

1 ATTEST:

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Helen Cospolich  
Town Clerk

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|---|---|
| <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.

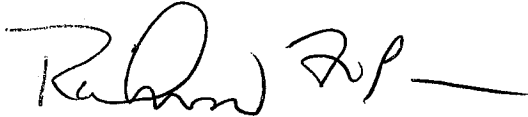
21. Time is of the essence of each and every obligation under this Stipulation and Settlement Agreement.

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**

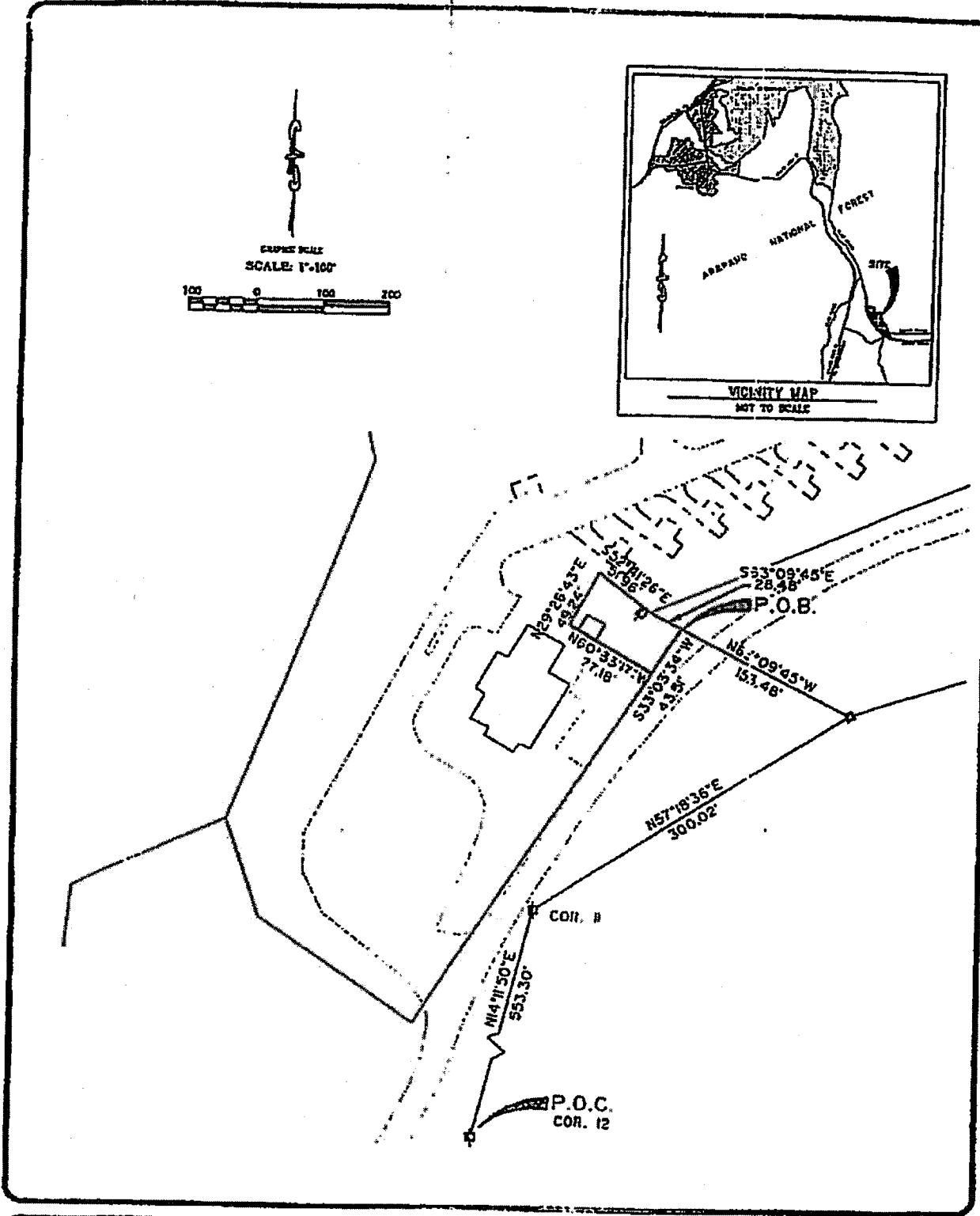
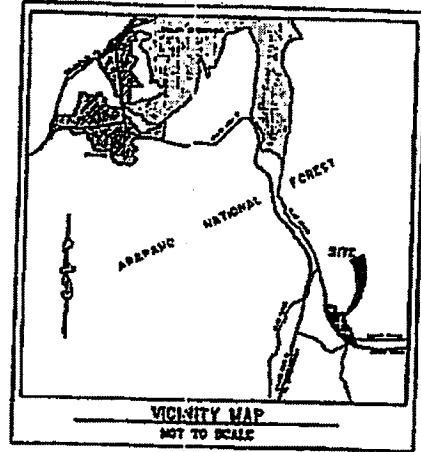
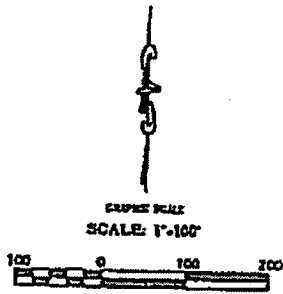
A tract of land located in the SE ¼ of Section 7, Township 6 South, Range 77 West of the 6<sup>th</sup> P.M., Summit County, Colorado, said tract being more particularly described as follows:

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.



6721851C:\DW\Projects\6721851\DWG DWS 03/11/97

|   |  |                                      |
|---|--|--------------------------------------|
| <p><b>URS Greiner</b></p> <p>PROJ NO. 8742188</p> | <p><b>SWAN'S NEST<br/>WELL EASEMENT</b></p> <p>EXHIBIT "B"</p> <p><i>A JDT<br/>ADW</i></p> | <p><b>FIGURE</b></p> <p><b>1</b></p> |
|---|--|--------------------------------------|

## **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**

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:

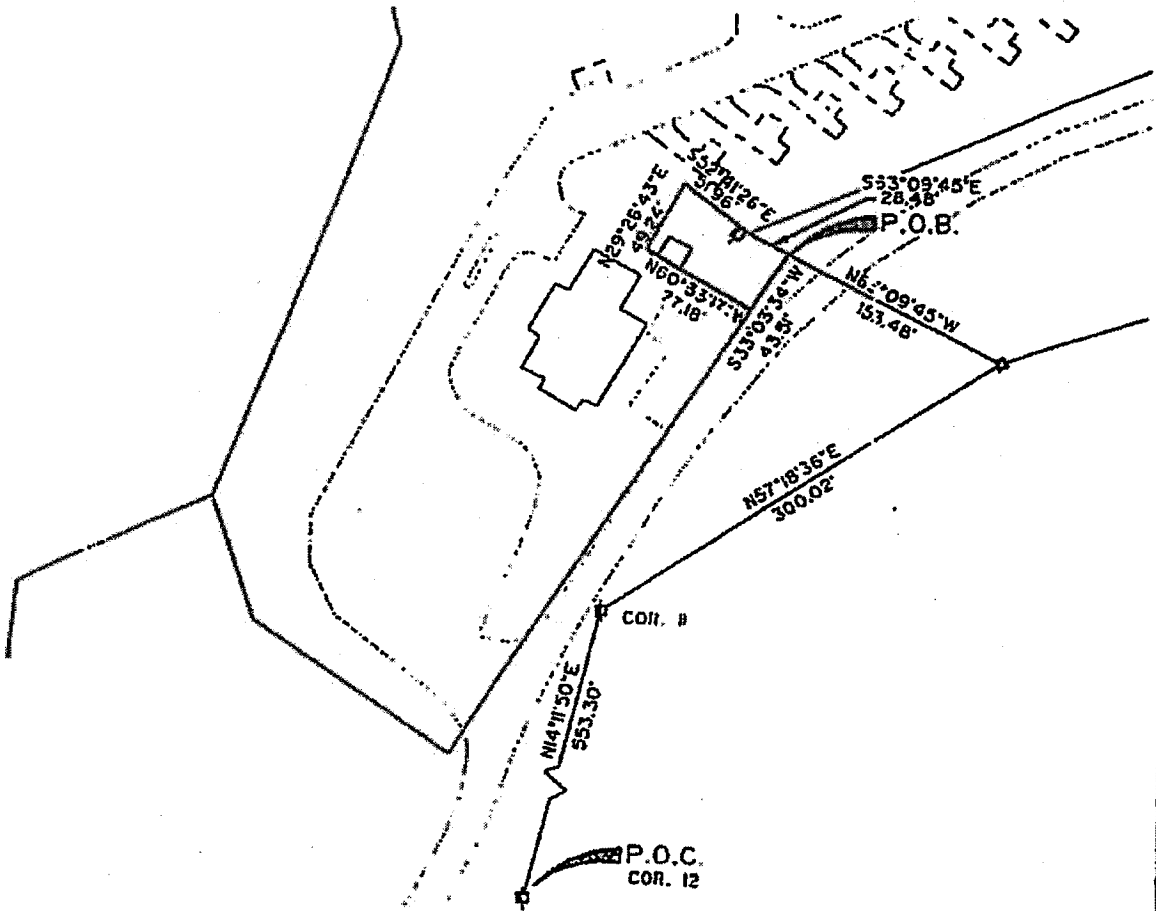
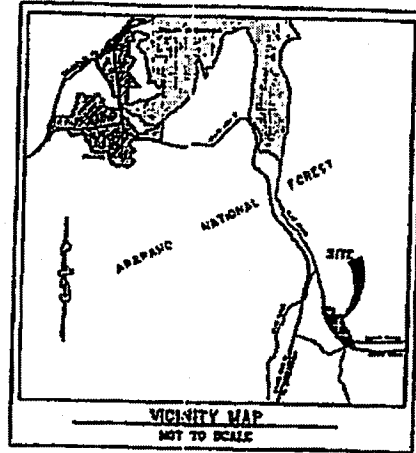
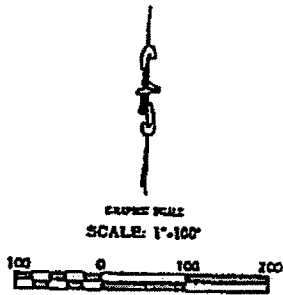
Commencing at Corner No. 12 of the Munroe Placer, U.S. Mineral Survey Number 1150; thence N14° 11'50"E a distance of 553.30 feet to Corner No. 11 of said Monroe Placer, hence N57° 18'36"E a distance of 300.02 feet; thence N63° 09'45"W a distance of 153.48 feet to the true point of beginning of this description;

1. Thence S33° 03'34"W a distance of 43.51 feet;
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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.





G:\2186\1\00\CD\CO-615.DWG DATE 03/11/97

|   |   |                                      |
|---|---|--------------------------------------|
| <p><b>URS Greiner</b></p> <p>PROJ NO. 8742186</p> | <p><b>SWAN'S NEST<br/>WELL EASEMENT</b></p> <p>EXHIBIT "A" <i>MDT</i></p> | <p><b>FIGURE</b></p> <p><b>1</b></p> |
|---|---|--------------------------------------|

**TIMOTHY H. BERRY, P.C.**

A Professional Corporation  
Attorney At Law

P.O. Box 2  
Leadville, CO 80461

Telephone (719) 486-1889  
Facsimile (719) 486-3039

Timothy H. Berry

November 26, 2013

Town Council  
Town of Breckenridge  
P.O. Box 168  
Breckenridge, Colorado 80424

**RE: Proposed 2014 Legal Services Agreements**

Dear Mayor Warner and Councilmembers:

It is time for the Council to consider my agreement for 2014.

Enclosed is a proposed agreement. It is identical in substance to the contract that you approved last year.

I look forward to continuing my relationship with the Town. I will be happy to discuss these proposed agreement with you on Tuesday.

Very truly yours,



Timothy H. Berry

THB

1 **FOR WORKSESSION/ADOPTION – Dec. 10**

2  
3 RESOLUTION NO. 17

4  
5 SERIES 2013

6  
7 A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR ATTORNEY  
8 SERVICES WITH TIMOTHY H. BERRY, P.C. FOR 2014

9  
10 WHEREAS, the Town of Breckenridge desires to enter into a Town Attorney Agreement  
11 with Timothy H. Berry, P.C. for 2014;

12  
13 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF  
14 BRECKENRIDGE, COLORADO:

15  
16 Section 1. The Town Attorney Agreement with Timothy H. Berry, P.C. for 2014,  
17 a copy of which is attached hereto as Exhibit "A" and by this reference made a  
18 part hereof, is hereby approved by the Town Council.

19  
20 Section 2. The Mayor of the Town of Breckenridge be and hereby is authorized,  
21 empowered and directed in the name of the Town of Breckenridge and on behalf  
22 of its Town Council to make, execute and deliver the Town Attorney Agreement  
23 attached hereto as Exhibit "A".

24  
25 RESOLUTION ADOPTED AND APPROVED this 10<sup>th</sup> day of December, 2013.

26  
27  
28 ATTEST:

TOWN OF BRECKENRIDGE

29  
30  
31  
32  
33 \_\_\_\_\_  
34 Helen J. Cospolich, Town Clerk

\_\_\_\_\_

John Warner, Mayor

35  
36 APPROVED IN FORM

37  
38  
39  
40  
41 \_\_\_\_\_

Date

## TOWN ATTORNEY AGREEMENT

This Agreement (“**Agreement**”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“**Town**”) and TIMOTHY H. BERRY, P.C., a Colorado corporation (“**Attorneys**”).

### WITNESSETH:

1. The Town does hereby employ and retain the Attorneys as Town Attorney for the period commencing January 1, 2014 and ending December 31, 2014. The Attorneys shall perform the services as more fully described in Paragraph 3 of this Agreement.
2. The Attorneys accept such employment and agree to perform the duties required of it as Town Attorney in a competent and professional manner.
3. The Attorneys are hired to, and shall perform, the following duties:
  - A. Act as legal advisor to, and be the attorney and counsel for, the Town Council.
  - B. Advise any Town officer, department head or staff member in matters relating to his or her duties. To facilitate the performance of this duty, Timothy H. Berry, President of Attorneys, shall be available in the Town Hall offices from 9:00 a.m. to 4:30 p.m. each Tuesday, except on those Tuesdays when Timothy H. Berry is to attend a Town Council or Planning Commission meeting, in which event he shall be available until the conclusion of such meeting.
  - C. Prepare and review ordinances, contracts and other written instruments when requested by the Town Council, municipal officials or staff members and promptly give its opinion as to the legal consequences thereof.
  - D. Call to the attention of the Town Council, municipal officials and staff members all matters of law, and changes and developments therein, which affect the Town.
  - E. Have Timothy H. Berry attend all regular and special meetings of the Town Council.
  - F. Have Timothy H. Berry attend regular and special Town Planning Commission meetings when requested to do so by the Town staff or the Planning Commission.
  - G. Have Timothy H. Berry attend meetings of the Breckenridge Open Space Advisory Commission when requested to do so by the Town staff or the Open Space Advisory Commission.
  - H. Have Timothy H. Berry attend meetings of the Town’s Liquor Licensing Authority when requested to do so by the Town staff or the Liquor Licensing Authority.

2014 TOWN ATTORNEY AGREEMENT

- I. Unless otherwise directed by the Town Council, the Attorneys shall represent the Town in any litigation in state or federal courts or before administrative agencies.
4. As compensation for the services to be provided by the Attorneys as set forth in Paragraph 3, the Town shall pay the Attorneys the sum of \$160.00 per hour for each hour of time, whether litigation or non-litigation, expended by Timothy H. Berry (whether in the Towns offices or the Attorneys' offices). Attorneys shall also be reimbursed for all reasonable and necessary expenses which it may pay or incur on behalf of the Town in connection with litigation matters including, but not limited to, the cost of subpoenas, witness fees and photocopying costs incurred outside of Attorneys' office. Computerized legal research services performed for the Town shall be billed to the Town at the same rate paid by the Attorney for such services. The Attorneys shall submit to the Town on a monthly basis an itemized billing detailing all services performed for the Town during the preceding month. The Attorneys' monthly statement for services rendered shall be mailed to the Town on or before the first day of each month and shall be paid by the Town not later than the 15th day of each month.
5. Notwithstanding the provisions of Paragraph 4 of this Agreement, legal services performed by the Attorneys for the Town which are to be reimbursed by third parties (such as real estate developers or property owners) shall be billed at the rate of \$220.00 per hour. Such services shall be separately billed and accounted for as directed by the Financial Services Manager of the Town.
6. The Attorneys shall not bill the Town for travel time to and from Attorneys' Leadville office and Breckenridge. In lieu thereof, the Town shall pay to the Attorneys a mileage allowance of \$0.25 per mile round trip for each regularly scheduled trip made on Town business by Attorneys.
7. The Attorneys shall at all times maintain professional liability insurance in an amount of not less than \$1,000,000.00 per claim/\$ 1,000,000.00 yearly aggregate.
8. The Attorneys shall not be entitled to paid vacation, health benefits, sick leave or any other benefit paid, given or provided to Town employees.
9. The Attorneys understands that (i) Town will not pay or withhold any sum for income tax, unemployment insurance, Social Security or any other withholding pursuant to any law or requirement of any governmental body; (ii) Attorneys are obligated to pay federal and state tax on any moneys earned pursuant to this Agreement; (iii) Attorneys are not entitled to workers' compensation benefits from the Town or the Town's workers' compensation insurance carrier; and (iv) Attorneys are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Attorneys or some other entity. Attorneys agree to indemnify and hold Town harmless from any liability resulting from Attorneys' failure to pay or withhold state or federal taxes on the compensation paid hereunder

2014 TOWN ATTORNEY AGREEMENT

10. The Attorneys shall devote so much of the firm's time to the business of the Town as may be required to assure proper representation of the Town, but the Attorneys shall not be prevented from taking other employment by reason of this Agreement; provided, however, that the Attorneys shall not enter into other contractual or business relationships, nor undertake to represent a client, when such contract, business relationship or representation would create a conflict of interest as to Attorneys' continued representation of Town.
11. The Attorneys understand and acknowledge that the firm serves at the pleasure of the Town Council, and that this Agreement may be terminated at any time by the Town Council, without liability to the Attorneys for breach, and without the need for either cause for the termination or a hearing.
12. Throughout the extended term of this Agreement, Attorneys shall not:
  - A. knowingly employ or contract with an illegal alien who will perform work under this Agreement; or
  - B. enter into a contract with a subcontractor that fails to certify to Attorneys that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

Attorneys have confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Colorado Department of Labor and Employment employment verification program. As used in this provision: (i) the term "E-Verify Program" means the electronic employment verification program created in Public Law 104-208, as amended and expanded in Public Law 108-156, as amended, and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program; and (ii) the term "Colorado Department of Labor and Employment employment verification program" means the program established by Section 8-17.5-102(5)(c), C.R.S.

Attorneys are prohibited from using E-Verify Program or the Department Program procedures to undertake preemployment screening of job applicants while this Agreement is being performed.

If Attorneys obtain actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Attorneys shall:

- A. notify such subcontractor and the Town within three days that Attorneys has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

- B. terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not stop employing or contracting with the illegal alien; except that Attorneys shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Attorneys shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

If Attorneys violates any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. or this Section 12, the Town may terminate this Agreement for a breach of the contract. If this Agreement is so terminated, Attorneys shall be liable for actual and consequential damages to the Town.

13. The Town shall contract with another attorney or law firm to handle the prosecution of municipal ordinance violations in the Town's Municipal Court, and appeals from the judgments of such court. Such services are excluded from this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

TOWN OF BRECKENRIDGE, a Colorado  
municipal corporation

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

ATTEST:

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

2014 TOWN ATTORNEY AGREEMENT

Page 4 of 5

TIMOTHY H. BERRY, P.C., a Colorado  
corporation

By: \_\_\_\_\_  
Timothy H. Berry, President





SPIERER | WOODWARD | CORBALIS | GOLDBERG

Reply to Colorado Office:  
2 Inverness Drive East  
Suite 200  
Englewood, CO 80112  
Telephone: (303) 792-3456  
Direct: (720) 274-8307  
Facsimile: (303) 792-9092  
Email: seth.murphy@practicallawyer.com

**Attorneys At Law**  
**A Professional Corporation**  
**www.practicallawyer.com**

November 27, 2013

California Office:  
707 Torrance Boulevard  
Suite 200  
Redondo Beach, CA 90227-3400  
Telephone: (310) 540-3199  
Facsimile: (310) 316-1823

Mayor John Warner  
Breckenridge Town Council  
Via Hand Delivery

**Re: BRECKENRIDGE MUNICIPAL COURT  
PROSECUTOR LEGAL SERVICES**

Mayor Warner:

I am writing to express my interest, once again, in serving as the prosecutor in the Breckenridge Municipal Court. My current annual contract with the Town expires on December 31, 2013, and I have submitted a proposed contract for year 2014 with this letter. Under that proposed contract, my rate of pay (\$105 per hour) remains the same from year 2013, and I made no other significant changes to the content of my prior contract.

I greatly enjoy serving as the Municipal Court prosecutor and the interaction it brings with Court, Police Department, Community Development and other Town Staff, and being involved in the Town's justice system is rewarding, interesting, and often entertaining. As such, I would love to be able to continue to serve in that position through 2014 and beyond.

I generally attend the worksession and meeting where my reappointment is considered, but this year I am already scheduled to be in an all-day court hearing, so I won't be able to make it. However, please do not hesitate to call with any questions or concerns.

Thank you.

Sincerely,

Seth Murphy

1 **FOR WORKSESSION/ADOPTION – Dec. 10**

2  
3 RESOLUTION No. 18

4  
5 SERIES 2013

6  
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8  
9 A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR ATTORNEY  
10 SERVICES WITH SPIERER, WOODWARD, CORBALIS & GOLDBERG FOR 2014

11  
12  
13 WHEREAS, the Town of Breckenridge desires to enter into a Municipal Court  
14 Prosecutor agreement with SPIERER, WOODWARD, CORBALIS & GOLDBERG for 2014;

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

18  
19 Section 1. The Municipal Court Prosecutor agreement for 2014, a copy of which  
20 is attached hereto as Exhibit "A" and by this reference made a part hereof, is  
21 hereby approved by the Town Council.

22  
23 Section 2. The Mayor of the Town of Breckenridge is authorized, empowered  
24 and directed in the name of the Town of Breckenridge and on behalf of its Town  
25 Council to make, execute and deliver the Municipal Court Prosecutor Agreement  
26 attached hereto as Exhibit "A".

27  
28 RESOLUTION ADOPTED AND APPROVED this 10<sup>th</sup> day of December, 2013.

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30  
31 ATTEST:

TOWN OF BRECKENRIDGE

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33  
34 \_\_\_\_\_  
35 Helen J. Cospolich, Town Clerk

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

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37  
38 APPROVED IN FORM

39  
40  
41 \_\_\_\_\_  
42 Town Attorney

\_\_\_\_\_   
Date

MUNICIPAL COURT PROSECUTOR AGREEMENT

This Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("Town") and SPIERER, WOODWARD, CORBALIS & GOLDBERG, P.C., a California professional corporation ("Attorneys").

WITNESSETH:

1. The Town does hereby employ and retain the Attorneys to act as the prosecutor in the Town's Municipal Court ("Prosecutor") for the period commencing January 1, 2014 and ending December 31, 2014. The Attorneys shall perform the services as more fully described in Paragraph 3 of this Agreement.
2. The Attorneys accept such employment and agree to perform the duties required of it as Prosecutor in a competent and professional manner.
3. The Attorneys are hired to, and shall perform, the following duties:
  - A. Prosecute all matters brought in the Town's Municipal Court ("Municipal Court"), including having Seth Murphy, or another competent prosecuting attorney, appear on behalf of the Town in each session of the Municipal Court, which sessions are generally scheduled on the second and fourth Wednesday of each month, with additional sessions scheduled as required by the Municipal Court's schedule.
  - B. Unless otherwise requested by the Town, represent the Town in any appeals of Municipal Court matters.
  - C. Advise any Town officer, department head or staff member in matters relating to Municipal Court.
  - D. Have Seth Murphy attend Town Council or other Town meetings when requested to do so by the Town Council or Town staff.
4. As compensation for the services to be provided by the Attorneys as set forth in Paragraph 3, the Town shall pay the Attorneys the sum of \$105.00 per hour for each hour expended by Seth Murphy on matters related to the Municipal Court. Attorneys shall also be reimbursed for all reasonable and necessary expenses which it may pay or incur on behalf of the Town in connection with Municipal Court matters including, but not limited to, the cost of subpoenas, witness fees and photocopying costs incurred outside of Attorneys' office. Computerized legal research services performed for the Town shall be billed to the Town at the same rate paid by the Attorneys for such services. The Attorneys shall submit to the Town on a monthly basis an itemized billing detailing all services performed for the Town during the preceding month. The Attorneys' monthly statement for services rendered shall be mailed to the

2014 MUNICIPAL COURT PROSECUTOR  
FEE AGREEMENT

Town on or before the fifth day of each month and shall be paid by the Town not later than the 15th day of each month.

A. Attorneys shall also be reimbursed the cost of employing, as an independent contractor or otherwise, an assistant for the Attorneys for Municipal Court matters. Such person shall assist Attorneys in preparing general court filings, contacting witnesses and victims, management of victim restitution and other victim input matters, and other matters relating to the Municipal Court. The Town's reimbursement for such assistant shall be at a rate not to exceed \$25.00 per hour, and such expense shall be submitted with the Attorneys' monthly itemized billing.

5. The Attorneys shall not bill the Town for travel time to and from the Municipal Court. In the event that any other travel is required as part of Attorneys' duties, such travel shall be billed at the hourly rate set forth above.

6. The Attorneys shall at all times maintain professional liability insurance in an amount of not less than \$1,000,000.00 per claim/\$1,000,000.00 yearly aggregate.

7. The Attorneys shall not be entitled to paid vacation, health benefits, sick leave or any other benefit paid, given or provided to Town employees.

8. The Attorneys understands that (i) Town will not pay or withhold any sum for income tax, unemployment insurance, Social Security or any other withholding pursuant to any law or requirement of any governmental body; (ii) Attorneys are obligated to pay federal and state tax on any moneys earned pursuant to this Agreement; (iii) Attorneys are not entitled to workers' compensation benefits from the Town or the Town's workers' compensation insurance carrier; and (iv) Attorneys are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Attorneys or some other entity. Attorneys agree to indemnify and hold Town harmless from any liability resulting from Attorneys' failure to pay or withhold state or federal taxes on the compensation paid hereunder.

9. The Attorneys shall devote so much of the firm's time to the business of the Town as may be required to assure proper representation of the Town, but the Attorneys shall not be prevented from taking other employment by reason of this Agreement; provided, however, that the Attorneys shall not enter into other contractual or business relationships, nor undertake to represent a client, when such contract, business relationship or representation would create a conflict of interest as to Attorneys' continued representation of Town.

10. The Attorneys understand and acknowledge that the firm serves at the pleasure of the Town Council, and that this Agreement may be terminated at any time by the Town Council, without liability to the Attorneys for breach, and without the need for either cause for the termination or a hearing.

11. Throughout the extended term of this Agreement, Attorneys shall not:

2014 MUNICIPAL COURT PROSECUTOR  
FEE AGREEMENT

A. knowingly employ or contract with an illegal alien to perform work under this Agreement; or

B. enter into a contract with a subcontractor that fails to certify to Attorneys that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

Attorneys have verified or have attempted to verify through participation in the Federal Basic Pilot Program that Attorneys do not employ any illegal aliens; and if Attorneys are not accepted into the Federal Basic Pilot Program prior to the extension of the term of this Agreement, Attorneys shall apply to participate in the Federal Basic Pilot Program every three months thereafter, until Attorneys are accepted or this Agreement has been completed, whichever is earlier. The requirements of this section shall not be required or effective if the Federal Basic Pilot Program is discontinued.

Attorneys are prohibited from using Federal Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

If Attorneys obtain actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Attorneys shall:

A. notify such subcontractor and the Town within three days that Attorneys have actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

B. terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not stop employing or contracting with the illegal alien; except that Attorneys shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Attorneys shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

If Attorneys violate any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. or this Section 13, the Town may terminate this Agreement for a breach of the contract. If this Agreement is so terminated, Attorneys shall be liable for actual and consequential damages to the Town.

12. Attorneys may contract with another qualified attorney to act as a substitute prosecutor in the event that Seth Murphy is unavailable to attend any Municipal Court session. The Attorneys shall pay such substitute prosecutor directly at the hourly rate set forth in this Agreement, and the Town shall reimburse Attorneys for such costs.

2014 MUNICIPAL COURT PROSECUTOR  
FEE AGREEMENT

[SIGNATURE PAGE FOLLOWS]

2014 MUNICIPAL COURT PROSECUTOR  
FEE AGREEMENT

Page 4 of 5

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

ATTEST:

TOWN OF BRECKENRIDGE

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

\_\_\_\_\_  
John Warner, Mayor

SPIERER, WOODWARD, CORBALIS  
& GOLDBERG, P.C.

\_\_\_\_\_  
By: Seth Murphy, Attorney

**MEMO**

TO: Breckenridge Town Council

FROM: Laurie Best-Community Development

RE: Childcare Oversight/Governance  
**A RESOLUTION CREATING A TEMPORARY ADVISORY COMMITTEE KNOWN AS THE "TOWN OF BRECKENRIDGE CHILDCARE ADVISORY COMMITTEE"**

DATE: December 3, 2013 (for December 10th meeting)

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Enclosed in your packets is a resolution which establishes a Childcare Advisory Committee. On August 27, 2013 the Council approved an Ordinance that would have created an independent board to oversee the scholarship program in the event the Town's childcare tax had passed on November 5<sup>th</sup>. Since the property tax did not pass, that Ordinance will not take effect. The Council has indicated that a committee should still be established to provide guidance regarding childcare programs and this resolution formally establishes a Childcare Advisory Committee, which is modeled after the Public Art Committee. The resolution also establishes the general structure for the committee and basic rules governing the committee's operation, including:

- the committee is established as a temporary advisory committee which means the committee can be dissolved by the Town Council when and if the functions and duties are complete
- the members of the committee must be appointed by the Council and need not be residents or electors of the Town
- the committee shall consist of up to 10 members
- not more than one member of the Town Council (not the Mayor) may be a member of the committee
- terms shall be three years and members of the committee shall serve without compensation- the initial terms will be staggered
- the duties of the committee will be to provide guidance to the Town regarding childcare programs and funding, and to perform other functions related to childcare programs and funding as delegated by the Council
- committee meetings shall be subject to open meeting laws and requirements

Even though the Council has authorized funds for the scholarship program in 2014 staff believes that it is important to establish the committee as soon as possible so the committee can contribute to 2015 budget conversations which start in mid-2014. Our goal is to advertise for



members in December and schedule interviews with the Council during your January 14<sup>th</sup> meeting. It is staffs' understanding that the committee will be asked to help the Council:

- 1) Insure that quality affordable care is available to local families and the local workforce
- 2) Insure that local Centers are operating efficiently, providing quality programs, and retaining qualified staff. Insure that local Centers have financially sustainable business models, balanced budgets, and capital expense funds. Make recommendations to improve efficiencies -evaluate the feasibility of central administration
- 3) Evaluate the pros and cons of the existing scholarship model and make recommendations to continue, modify, or discontinue the program
- 4) Evaluate options for funding childcare programs in the short term (2015) and for the long term. Explore opportunities to partner with other public and private stakeholders, including the school district
- 5) Oversee the Towns' childcare programs and make recommendations in regard to program guidelines, eligibility criteria, and efficient administration of the programs
- 6) Educate the community in regard to the Towns' childcare programs, including the return on investment and cost/benefits of the program

The composition and size of the initial committee will be important to accomplishing these tasks. While the Council can appoint up to 10 members, staff recommends a smaller committee of 7 be established initially and then members can be added as necessary based on the projects that are undertaken. Staff anticipates that the committee will meet monthly beginning in February and recommends that the committee include experts in the field of childcare, in finance, social services, K-12 education, and from the Breckenridge business community.

Staff will attend your meeting on December 10<sup>th</sup>. We recommend approval of the Resolution to establish the Childcare Advisory Task Force and we look forward to your feedback regarding the proposed structure of the committee, the initial tasks, and the committee composition. Thank you.

1                                   ***FOR WORKSESSION/ADOPTION – DEC. 10***

2  
3                                   A RESOLUTION

4  
5                                   SERIES 2013

6  
7                   A RESOLUTION CREATING A TEMPORARY ADVISORY COMMITTEE KNOWN AS  
8                   THE “TOWN OF BRECKENRIDGE CHILD CARE ADVISORY COMMITTEE”  
9

10                   WHEREAS, the Town Council of the Town of Breckenridge desires to create a  
11 temporary advisory committee, to be known as the “Town of Breckenridge Child Care Advisory  
12 Committee,” to be organized and to operate as provided in this resolution.  
13

14                   NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF  
15 BRECKENRIDGE, COLORADO, as follows:  
16

17                   Section 1. Creation. There is hereby created and established a temporary advisory  
18 committee of the Town to be known as the “Town of Breckenridge Child Care Advisory  
19 Committee” (“Committee”). The Committee shall operate in accordance with and subject to the  
20 provisions, duties and limitations of this resolution.  
21

22                   Section 2. Appointment; Qualification.  
23

24                   A.       The Committee shall consist of up to ten members who shall be appointed by the  
25 Town Council based upon such member’s knowledge, experience, interest and involvement with  
26 child care within the Town.  
27

28                   B.       Because the Committee is temporary (and not permanent) members of the  
29 Committee need not be residents or electors of the Town.  
30

31                   C.       Members of the Committee shall serve at the pleasure of the Town Council. Any  
32 member of the Committee may be removed at the pleasure of the Town Council.  
33

34                   D.       Not more than one member of the Town Council may be a member of the  
35 Committee; provided, however, that the Mayor may not be a member of the Committee.  
36

37                   Section 3. Term of Office; Vacancies.  
38

39                   A.       The term of office of the members of the Committee shall be three years, or until  
40 the functions and duties of the Committee have been completed and the Committee has been  
41 dissolved and terminated by action of the Town Council, whichever shall first occur; except that  
42 in order to obtain staggered terms, the term of office of four of the members initially appointed to  
43 the Committee following the adoption of this resolution shall be three years; and the term of  
44 office of the remaining members initially appointed to the Committee following the adoption of  
45 this resolution shall be only two years.  
46

1           B.     A vacancy on the Committee shall exist upon the occurrence of any of the  
2 following events:

- 3           1.     a member’s term expires;
- 4           2.     a member resigns;
- 5           3.     a member is removed by the Town Council pursuant to Section 2 of this  
6 resolution;
- 7           4.     a member dies; or
- 8           5.     a member misses three consecutive meetings of the Committee, or five  
9 meetings of the Committee in any twelve month period, regardless of whether  
10 such meetings are regular or special meetings. However, within 15 days of  
11 missing the meeting which causes the vacancy to occur the member may submit  
12 to the Town Council a written request to be retained on the Committee. The  
13 Town Council shall have the authority to retain a member who demonstrates  
14 good and sufficient cause for retention. Upon receipt of the member’s timely  
15 written request, the Town Council, at its next regular meeting, shall determine  
16 whether retain the member on the Committee.

17  
18           C.     In the event that a vacancy shall occur during the term of any appointed member  
19 of the Committee, a successor shall be appointed by the Town Council to serve the unexpired  
20 portion of the term.

21  
22           Section 4. Compensation. Members of the Committee shall serve without compensation.

23  
24           Section 5. Duties and Responsibilities. The Committee shall have the following duties  
25 and responsibilities:

- 26           1.     To provide guidance to the Town regarding childcare programs and funding;  
27 and
- 28           2.     To perform such other functions and duties regarding childcare programs and  
29 funding as may, from time to time, be delegated by the Town Council, or which  
30 are provided for by Town ordinance or resolution.

31  
32           Section 6. Operation. The Committee shall elect a chair and a vice-chair from its  
33 members, together with such other officers as the Committee shall deem appropriate. The  
34 Committee shall keep an electronic record of its meetings and shall further keep written minutes  
35 thereof as required by the Colorado Open Meetings law. A majority of the current members of  
36 the Committee shall constitute a quorum for the transaction of business.

37  
38           Section 7. Meetings. The Committee shall meet at Town Hall, or such other location  
39 within the Town as the Committee shall determine. The Committee shall meet on such dates as  
40 the Committee may determine. All meetings of the Committee shall be subject to the same open  
41 meeting laws and requirements as are applicable to the meetings of the Town Council.

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Section 8. Rules and Regulations. The Committee may adopt rules and regulations governing its operation; provided, however, that no such rule or regulation, or any amendment thereto, shall become effective until such rule, regulation or amendment has been approved by the Town Council.

Section 9. Effective Date. This resolution is effective upon adoption.

RESOLUTION APPROVED AND ADOPTED this \_\_\_ day of \_\_\_, 2013.

TOWN OF BRECKENRIDGE

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

ATTEST:

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

APPROVED IN FORM

\_\_\_\_\_  
Town Attorney                      Date

## Memorandum

**TO:** TOWN COUNCIL  
**FROM:** Tom Daugherty, Public Works Director  
**DATE:** December 4, 2013  
**RE:** Public Projects Update

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### **SH 9 Roundabout and Median Landscaping**

On August 27th 2013, Staff provided Council with examples of other mountain community median and roundabout landscaping. On October 22nd, staff and Norris Design presented landscape concepts for the medians and roundabout in several locations throughout town. During the budget retreat, staff was given direction to move forward with re-landscaping the existing roundabout and median.

Staff and Norris design have incorporated your feedback and provided refined concepts for the existing roundabout and median for the December 10th work section. The attached drawings show the latest design concepts. The feedback from the Council at the last meeting was to: reduce the hardscape in the roundabout; eliminate the sign element in the roundabout; coordinate with public art; and keep it crisp and tailored. If these drawings meet your approval we will move forward with more detailed plans for the project.

Project schedule - It is unlikely that this project could be completed before July if we began work in the spring. The traffic control needed to work on the roundabout and medians would likely impact traffic in July. In order to provide the least impact during the busy summer season staff is breaking the project into two phases. The demolition, concrete and other civil infrastructure would be installed during the fall of 2014. The planting and irrigation would be installed during the spring of 2015. The plan would allow for minimal impact during the busy summer months and the majority of construction and traffic impacts will occur during the shoulder season.

Staff will bid the project in the winter time to ensure that a contractor will be on board prior to the construction season.

### **Riverwalk Center Improvements**

As reported on 9/18/13, the RWC Phase 1 Task Force (representatives from the Backstage Theatre, Breckenridge Festival of Film, Breckenridge Music Festival, National Repertory Orchestra and Town of Breckenridge RWC) have been meeting, researching/interviewing and prioritizing the three major improvements: AV, sound, and blackening capabilities. Improvements will include motorized blackout shades, a cinema quality projector, 2 stage screens and sound upgrades. Ford Audio-Video Systems and Innovative Openings were chosen to perform the major upgrades, and have begun production on the stage screens and the shades. Two other maintenance items that will be coordinated with this project are repairing the stage and updating the electrical system (which is covered in RWC's operational budget); the good news is that the concrete surface which is not ideal for acoustics will be covered with a more conducive surface. In coordinating with the current calendar for the RWC's winter season, the construction schedule will work around existing events and activities. The schedule (as it stands now) includes electrical work in January and early February, AV and screen installation in February, stage demolition/resurfacing in March, and shade (and doors) installation in late April. Currently the project is within the CIP budget.

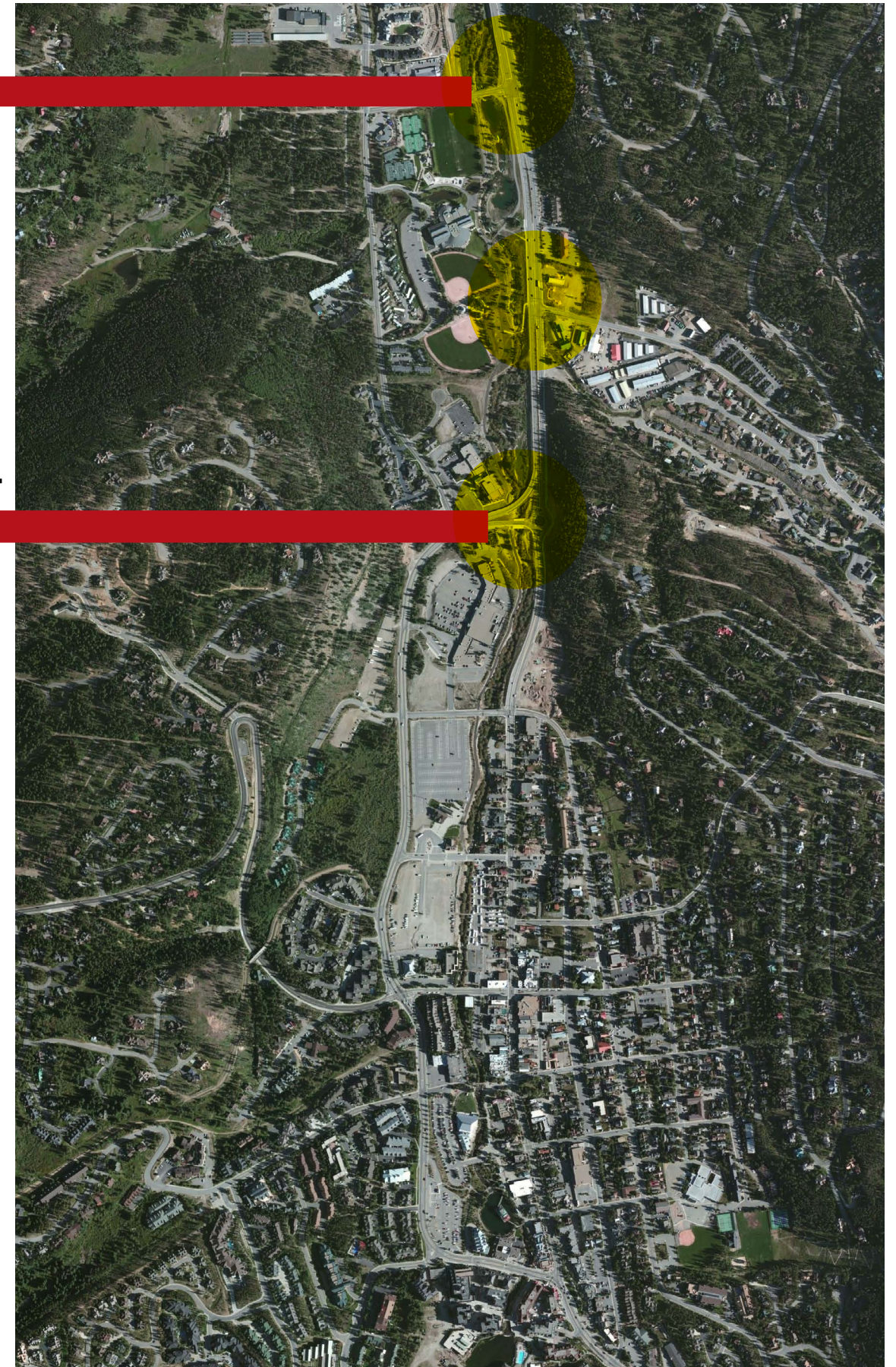


# Concept Design Section C

- The existing medians in this area have a natural landscape design.
- There is approximately 35,500 square feet of median space. The length of Section C is approximately 2,725 linear feet or .52 miles.
- The design direction is to create a more formal landscape design, going away from the native look. The concept drawing proposes landscape as the primary material with interval hardscape areas that match the theme established in A and B.
- “Ski/Bike Track” Concrete, banner poles, hanging baskets and large masses of annual plantings will be included throughout Section C leading to the existing median, which will also be updated.
- Key intersections identified: Valley Brook Street, Huron Road and the Existing Roundabout/Main Street.

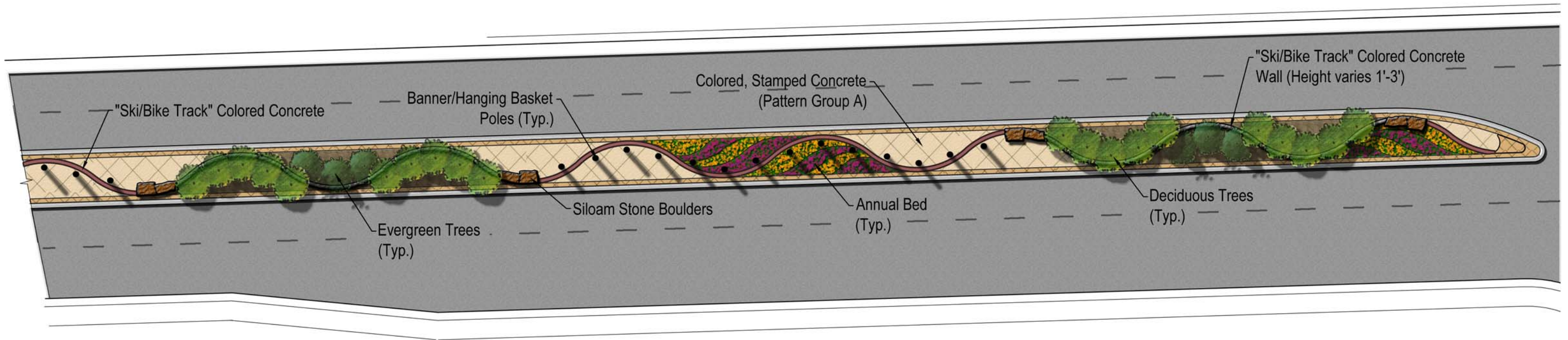
Valley Brook St.

Existing Roundabout





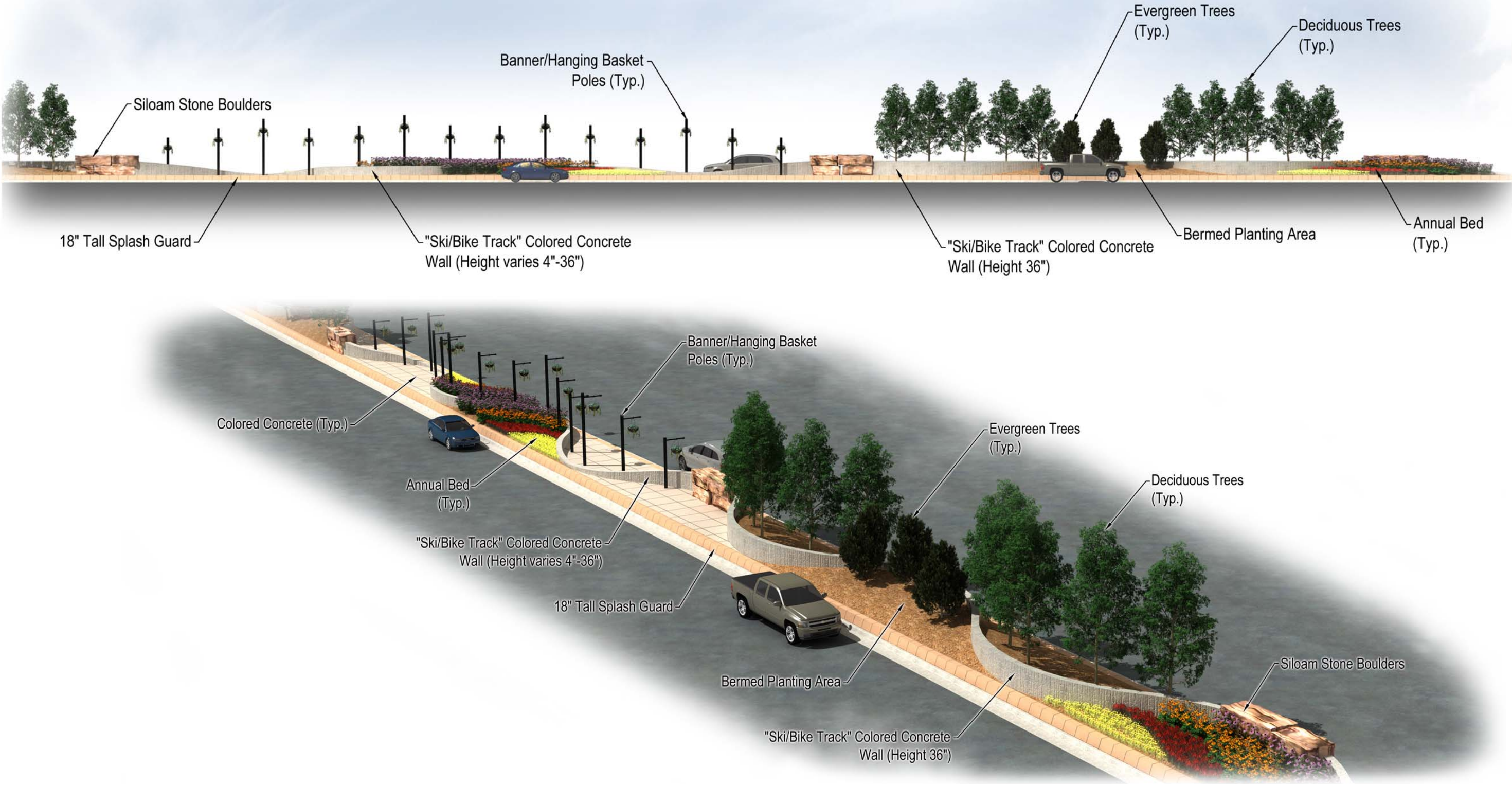
# Median Design:: Valley Brook Road to Existing Roundabout



- Average median width - 15'
- Landscape areas are raised - annuals are a minimum of 2'-3' above the flowline, and tree areas are 2.5'- 3.5' above the flowline
- Ski/Bike Track concrete band will vary in height 1'-3' to allow for additional raising of landscape areas
- Ski/Bike Track concrete band incorporate Siloam stone at transition areas to complement existing stone
- Banner/Hanging Baskets Poles located along the curved concrete band



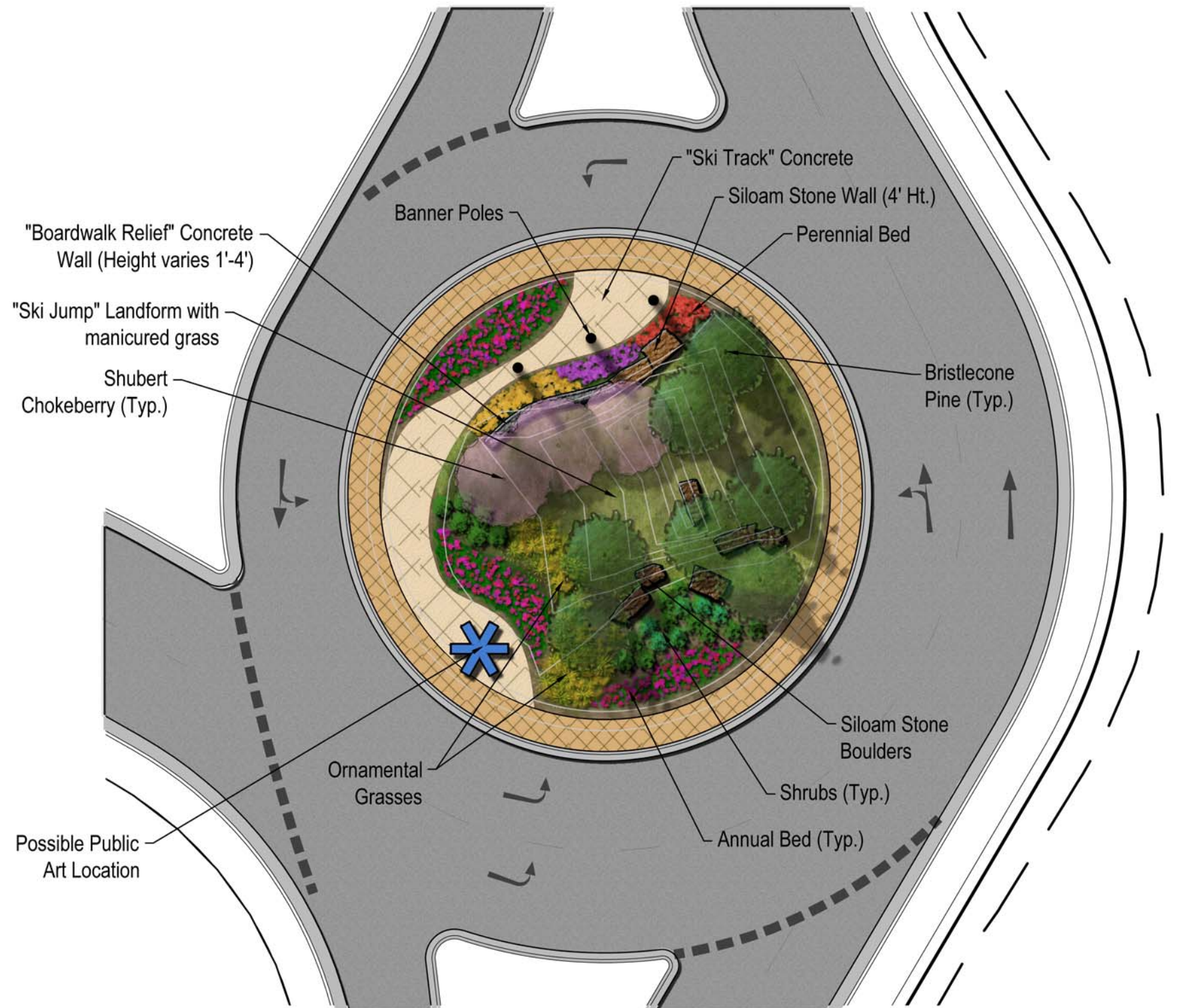
# Median Design:: Valley Brook Road to Existing Roundabout





# Roundabout Design Concept

- More formal landscape design with opportunities for high impact annual plantings
- Bring in elements of Main Street and the new median design to the existing Roundabout, including hanging basket poles, materials that emulate the planter boxes (board form concrete and metal accents), Siloam stone
- Complement the ski/bike track theme with a landform that is indicative of a ski/bike jump adding height to the landscape areas and is more typical of our mountain topography
- Public Art visible from all entry points, located to avoid potential conflicts with vehicles





# Roundabout 3D





**MEMO**

**TO:** Mayor & Town Council  
**FROM:** Tim Gagen, Town Manager  
**DATE:** December 5, 2013  
**SUBJECT:** Committee Reports for 12-10-2013 Council Packet

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**Summit County Wildfire Council** **November 21, 2013** **Matt Thompson**  
**Updates on 2013 Hazardous Fuels Reduction (HFR) and Community Wildfire Protection Plan (CWPP)**

**Implementation Grants:**

HFR Grants: - Of eight projects, five are completed, two are slated for completion in spring of 2014 (including the Golden Horseshoe joint Town of Breckenridge/County Open Space project), and one is underway.

CWPP Grants: - Of six projects, three are completed, two are underway and one is slated to begin in 2014.

**U.S. Forest Service Project Updates:** Brett Cray could not attend the meeting, but shared the following information by email: This year, we were able to put the following sales under contract:

- 1) North Deep Creek (~475 Acres). Sale is in northern Summit County West of Green Mountain Reservoir
- 2) North Ophir Mountain (~250 Acres). Extends from County Commons to Iron Springs.
- 3) Golden Horseshoe (~500 Acres).
- 4) Breckenridge Hand Treatments (~350 Acres). North of Tiger Run Road.

In addition, we have prepped for next year:

- 1) Ophir Mountain (~500 Acres).
- 2) South Deep Creek (~380 Acres). Sale is in northern Summit County west of Green Mountain Reservoir.

Contractors are currently operating in Lincoln Highlands under the Highlands Stewardship Contract awarded in 2012. Contractors are also operating under the Breckenridge Hand treatments contract.

**Education Update:** In late summer 2013, Dan Schroder conducted a survey to help determine a baseline and future direction for education efforts. He received almost 400 responses. Newspaper and radio were the highest rated mechanisms for getting the message out. The third highest was usable items such as shopping bags. Dan then presented a proposed education plan for 2014. Jim Curnutte asked the group to approve \$20,000 for education in 2014. All agreed to fund \$20,000 for education in 2014 (same amount as 2013).

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| <b>Committees</b>                      | <b>Representative</b> | <b>Report Status</b> |
|--|-----------------------|----------------------|
| CAST                                   | Mayor Warner          | Verbal Report        |
| CDOT                                   | Tim Gagen             | No Meeting/Report    |
| CML                                    | Tim Gagen             | No Meeting/Report    |
| I-70 Coalition                         | Tim Gagen             | No Meeting/Report    |
| Mayors, Managers & Commissions Meeting | Mayor Warner          | Verbal Report        |
| Summit Leadership Forum                | Tim Gagen             | No Meeting/Report    |
| Liquor Licensing Authority*            | Taryn Power           | No Meeting/Report    |
| Wildfire Council                       | Matt Thompson         | Included             |
| Public Art Commission*                 | Jenn Cram             | No Meeting/Report    |
| Summit Stage Advisory Board*           | James Phelps          | No Meeting/Report    |
| Police Advisory Committee              | Chief Haynes          | No Meeting/Report    |
| Housing/Childcare Committee            | Laurie Best           | Verbal Report        |
| CMC Advisory Committee                 | Tim Gagen             | No Meeting/Report    |

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

*\* Minutes to some meetings are provided in the Manager's Newsletter.*

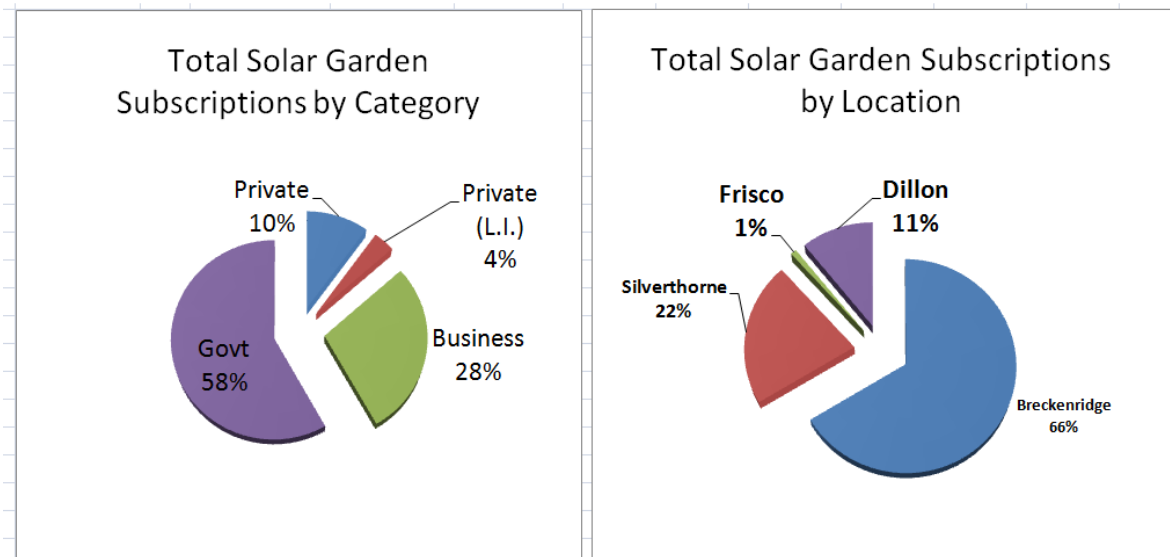
**TO:** BRECKENRIDGE TOWN COUNCIL  
**FROM:** BRIAN WALDES, FINANCIAL SERVICES MANAGER  
**SUBJECT:** SOLAR GARDEN DEMOGRAPHICS  
**DATE:** DECEMBER 4, 2013  
**CC:**

Both Solar Garden (SG) sites were completed in September 2013 and were producing power for the October billing period. As we anticipated, the sites were both sold to capacity by their first day of operations. Below is a breakout of the subscriber demographics.

|                             |      | Stillson<br>Ullr Array | McCain Sól<br>Array | Total | %    |
|-----------------------------|------|------------------------|---------------------|-------|------|
| <b>Capacity</b>             | (kW) | 500                    | 500                 | 1,000 | N/A  |
| <b>Sold</b>                 | (kW) | 500                    | 500                 | 1,000 | 100% |
| <b>Private</b>              | (kW) | 98.23                  | 0                   | 98    | 10%  |
| <b>Private (Low Income)</b> | (kW) | 9.165                  | 25                  | 34    | 3%   |
| <b>Business</b>             | (kW) | 171.24                 | 124.8               | 278   | 28%  |
| <b>Govt</b>                 | (kW) | 221.37                 | 349.8               | 571   | 57%  |

|                     |      |     |     |     |     |
|---------------------|------|-----|-----|-----|-----|
| <b>Breckenridge</b> | (kW) | 339 | 341 | 652 | 66% |
| <b>Silverthorne</b> | (kW) | 108 | 106 | 214 | 21% |
| <b>Frisco</b>       | (kW) | 9   | 0   | 9   | 1%  |
| <b>Dillon</b>       | (kW) | 54  | 53  | 107 | 11% |



**NOTE:** The Town's 271 kW subscription includes a 130 kW reserve for Historic District residents and businesses, none of which has been utilized to date.

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## M E M O R A N D U M

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**TO:** Mayor & Town Council  
**FROM:** Helen Cospolich, Town Clerk  
**DATE:** November 26, 2013  
**SUBJECT:** Appointment of Election Commission Members

Section 3.5 of the Breckenridge Town Charter establishes an Election Commission, consisting of the Town Clerk and two electors of the Town. In addition, the Charter specifies that in May, following a regular Town election, the Council shall appoint two electors to the Election Commission by motion. By Charter, appointments are for a two-year term. However, since Commissioners were not appointed after the last municipal election in 2012 due to a timing issue, the current appointees will only serve through the April 1, 2014 election.

Some duties of the Election Commission include:

- providing procedures to establish proof of residency;
- providing procedures to be followed when an election procedure is in doubt; and
- determination of a winner by lot in the event of a tie vote.

One of our past Election Commissioners, Patti Casey, has graciously consented to serve for another term on the Commission. Jan Radosevich, a Breckenridge resident, is a former Head Election Judge for the Town of Breckenridge and has volunteered to be part of this commission for 2014. These names are submitted to you for your consideration.

Staff requests that Council consider these appointments and advise staff of their decision at our 12/10/13 Work Session. Any required motions can then be made at that evening's meeting.

*Sample motion to appoint:* "I move that the Town Council appoint Jan Radosevich and Patti Casey to two-year terms on the Breckenridge Election Commission."

## MEMORANDUM

**To:** Mayor and Town Council  
**From:** Rick Holman, Assistant Town Manager  
**Date:** December 3, 2013  
**Subject:** Draft Resolution Creating Town of Breckenridge Cultural Arts Advisory Committee

---

Attached to this memorandum is a draft resolution that would create a “temporary” Town of Breckenridge Cultural Arts Advisory Committee. The Council has previously expressed it is their desire to create a temporary committee that is appointed by the Council that would serve in an advisory capacity during the transition of our arts and culture programs and operations. We have time scheduled at the work session on December 10<sup>th</sup> to discuss this topic and then a final resolution will be brought back to the Council for formal action at the January 14<sup>th</sup> meeting.

Specifically, I will be looking for discussion and direction from the Council on the following elements:

- Number of committee members. The wording on the draft resolution allows for up to a maximum number, but the Council has the flexibility of appointing a smaller number if they desire and later add to it.
- Do you want non-residents/electors to be eligible to serve on the committee? Because it is “temporary” we can allow this.
- How many Council members do you want on this committee, again we have flexibility since it is temporary to allow more than one and also include the Mayor who by Charter is not allowed to sit on a permanent board or committee?
- I have drafted this resolution to prohibit any current staff or board member from a partnering arts organization from being eligible to serve on the committee.
- There are no designated time periods for “term of office” since we anticipate this temporary committee will only serve for 2014 and then will be dissolved once the non-profit is formed and a new Board of Directors is created.
- Please look at Section 5, Duties and Responsibilities. These do not have to be all-inclusive and should be fairly broad, is there something else you wish to list here?

Lastly, I would like some direction from the Council reference how you want a selection process to occur for these committee members.

1 ***FOR WORKSESSION/ADOPTION – DEC. 10***

2  
3 A RESOLUTION

4  
5 SERIES 2013

6  
7 A RESOLUTION CREATING A TEMPORARY ADVISORY COMMITTEE KNOWN AS  
8 THE “TOWN OF BRECKENRIDGE CULTURAL ARTS ADVISORY COMMITTEE”  
9

10 WHEREAS, the Town Council of the Town of Breckenridge desires to create a  
11 temporary advisory committee, to be known as the “Town of Breckenridge Cultural Arts  
12 Advisory Committee,” to be organized and to operate as provided in this resolution.  
13

14 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF  
15 BRECKENRIDGE, COLORADO, as follows:  
16

17 Section 1. Creation. There is hereby created and established a temporary advisory  
18 committee of the Town to be known as the “Town of Breckenridge Cultural Arts Advisory  
19 Committee” (“Committee”). The Committee shall operate in accordance with and subject to the  
20 provisions, duties and limitations of this resolution.  
21

22 Section 2. Appointment; Qualification.  
23

24 A. The Committee shall consist of up to ? members who shall be appointed by the  
25 Town Council based upon such member’s knowledge, experience, interest and involvement with  
26 **cultural arts or business** within the Town.  
27

28 B. Because the Committee is temporary (and not permanent) members of the  
29 Committee need not be residents or electors of the Town.  
30

31 C. Members of the Committee shall serve at the pleasure of the Town Council. Any  
32 member of the Committee may be removed at the pleasure of the Town Council.  
33

34 D. Not more than ? member(s) of the Town Council, including the Mayor, may be  
35 a member of the Committee.  
36

37 E. No member of the committee shall currently serve on the board of any other art  
38 organization operating with the Town of Breckenridge or serve as staff for any other art  
39 organization operating within the Town of Breckenridge.  
40

41 Section 3. Term of Office; Vacancies.  
42

43 A. The term of office of the members of the Committee shall be effective until the  
44 functions and duties of the Committee have been completed and the Committee has been  
45 dissolved and terminated by action of the Town Council.  
46

1 B. A vacancy on the Committee shall exist upon the occurrence of any of the  
2 following events:

- 3 1. a member resigns;
- 4 2. a member is removed by the Town Council pursuant to Section 2 of this  
5 resolution;
- 6 3. a member dies; or
- 7 4. a member misses three consecutive meetings of the Committee, or five  
8 meetings of the Committee in any twelve month period, regardless of whether  
9 such meetings are regular or special meetings. However, within 15 days of  
10 missing the meeting which causes the vacancy to occur the member may submit  
11 to the Town Council a written request to be retained on the Committee. The  
12 Town Council shall have the authority to retain a member who demonstrates  
13 good and sufficient cause for retention. Upon receipt of the member's timely  
14 written request, the Town Council, at its next regular meeting, shall determine  
15 whether retain the member on the Committee.  
16

17 C. In the event that a vacancy shall occur during the term of any appointed member  
18 of the Committee, a successor shall be appointed by the Town Council.  
19

20 Section 4. Compensation. Members of the Committee shall serve without compensation.  
21

22 Section 5. Duties and Responsibilities. The Committee shall have the following duties  
23 and responsibilities:

- 24 1. To provide guidance to the Town and the Cultural Arts Chief Executive Officer  
25 (CEO) on the creation of a 501 (c)(3) registered non-profit Breckenridge  
26 Cultural Arts Organization.
- 27 2. To provide oversight and direction to the CEO on the operation and fiscal  
28 management of all cultural arts programs and facilities owned and operated by  
29 the Town of Breckenridge, including but not limited to the Riverwalk Center  
30 and Arts District.  
31
- 32 3. To provide guidance to the CEO and assist with the collaboration of the six art  
33 organizations within the Town, namely, Breckenridge Heritage Alliance,  
34 Breckenridge Public Art Commission, Backstage Theater, National Repertory  
35 Orchestra, Breckenridge Music Festival, and the Breckenridge Festival of Film  
36 along with the Breckenridge Resort Chamber.
- 37 4. ?  
38

39 Section 6. Operation. The Committee shall elect a chair and a vice-chair from its  
40 members, together with such other officers as the Committee shall deem appropriate. The  
41 Committee shall keep an electronic record of its meetings and shall further keep written minutes



1 thereof as required by the Colorado Open Meetings law. A majority of the current members of  
2 the Committee shall constitute a quorum for the transaction of business.

3  
4 Section 7. Meetings. The Committee shall meet at such location within the Town as the  
5 Committee shall determine. The Committee shall meet on such dates as the Committee may  
6 determine. All meetings of the Committee shall be subject to the same open meeting laws and  
7 requirements as are applicable to the meetings of the Town Council.

8  
9 Section 8. Rules and Regulations. The Committee may adopt rules and regulations  
10 governing its operation; provided, however, that no such rule or regulation, or any amendment  
11 thereto, shall become effective until such rule, regulation or amendment has been approved by  
12 the Town Council.

13  
14 Section 9. Effective Date. This resolution is effective upon adoption.

15  
16 RESOLUTION APPROVED AND ADOPTED this \_\_\_ day of \_\_\_, 2014.

17  
18 TOWN OF BRECKENRIDGE

19  
20  
21  
22 By \_\_\_\_\_  
23 John G. Warner, Mayor

24  
25 ATTEST:

26  
27  
28  
29 \_\_\_\_\_  
30 Town Clerk

31  
32 APPROVED IN FORM

33  
34  
35  
36 \_\_\_\_\_  
37 Town Attorney Date  
38



## ***MEMORANDUM***

**To:** Mayor and Town Council Members  
**Cc:** Town Manager, Assistant Town Manager  
**From:** Director of Communications  
**Date:** December 4, 2013 (*for December 10<sup>th</sup> meeting*)  
**RE:** BMAC update

---

With the positive vote of the BRC membership to reform the structure of the BRC Board, BMAC will dissolve and Council will appoint three (3) members to serve on the new BRC Board. The direction was to reach to current BMAC members to determine their interest in serving on the new board, and report back to the Council.

Current members of BMAC include (and their desire to serve on the new board):

- David Abraham – yes, either he or the GM of DoubleTree (who currently sits on BRC Board); and feels that Breckenridge Hospitality and Breckenridge Ski Resort should be considered as separate entities and not as Vail Resorts as one entity.
- Dick Carleton – yes.
- John Cronin – is torn as he wants to be a part of helping set up the BRC to succeed; however, he travels 70 – 80% of the time which he understand is a challenge for the volume of and likeliness of short-noticed meetings.
- John Hendryson – not interested; however, he has enjoyed serving on BMAC.
- Bruce Horii – yes.
- Dick Sosville – yes.

Council representative Wolfe can lend further information as she currently serves on BMAC.

Secondly, there will be one final meeting of BMAC on Tuesday, Dec. 17 in the afternoon; followed by a ‘thank you’ reception with you, the Town Council members (more details will be emailed). The agenda will include an update on the new vision and future of the BRC board, an Events process discussion, and a discussion/brainstorming on what BMAC would like to pass along to the new Board: strategies, vision, efficiencies, measurements for success, important issues, etc.

A few questions for Council:

- ✓ Is there a need or desire to interview any of the candidates?
- ✓ Do you have enough information, or do you need anything further in order to make your appointments?

I will be present to answer questions and to receive direction. *Thank you.*

## **Planning Commission Staff Report**

**Subject:** Wakefield Sawmill Interpretive Site  
Town Project Hearing – PC#2013109

**Proposal:** The project will be developed in two phases and includes restoring the original sawmill, installing interpretive outdoor signs, creating soft surface pedestrian pathways, creating a foot bridge to the site’s existing historic cabin, adding 6 parking spaces, regrading the existing driveway and constructing a protective open shelter to cover the restored sawmill. Once it is complete, the Wakefield site will be staffed by Heritage Alliance employees during the summer season (mid-June to Labor Day). Like the Breckenridge Train Park outdoor display, the Wakefield site will be accessible to the public year round.

Phase I (2014): Regrading driveway, constructing parking spaces and turn-around and creating the soft surface pathways.  
Phase II (2014): Restoring the sawmill, constructing the shelter and installing interpretive outdoor signs

**Date:** November 18, 2013 (For meeting of December 3, 2013)

**Project Manager:** Chris Kulick, AICP

**Applicant:** Breckenridge Heritage Alliance; Larissa O’Neil, Executive Director

**Owner:** Town of Breckenridge

**Agent:** Robin Theobald; Theobald Engineering and Construction Services

**Address:** TBD Boreas Pass Road

**Legal Description:** TR 7-77 Sec 05 Qtr 3 Acres 20.3700 AKA TRACTS IN SECS 5 & 6 AND GOVT LOTS 32 & 68

**Land Use District:** 1, 41 & 42: Residential/Lodging  
1 Unit per 10 Acres, 1 Unit per Acre, 2 Units per Acre

**Site Area:** 20.4 acres

**Site Conditions:** Presently the site is undeveloped open space and contains the abandoned remnants of the Wakefield Sawmill and an uninhabited historic cabin. The proposed project site, including the restored sawmill, protective shelter, driveway and parking spaces is slightly less than one acre in size.

**Adjacent Uses:** North: Undeveloped mining claims  
East: Iron Springs Millsite & U.S.F.S.                      South: Monroe Ranch Property  
West: Single-Family Homes

**Density:** Established by Annexation Agreement, no density is available on the parcel.  
Allowed density    0 sq. ft.

|                      |                                     |                                  |
|----------------------|-------------------------------------|----------------------------------|
|                      | Proposed:                           | 0 sq. ft.                        |
| <b>Mass:</b>         | Allowed - Established Density + 20% | 0 sq. ft.                        |
|                      | Proposed:                           | 0 sq. ft.                        |
| <b>Height:</b>       | Recommended:                        | 25'-0" overall                   |
|                      | Proposed:                           | 20'-5" overall                   |
| <b>Lot Coverage:</b> | Building / non-Permeable:           | 1,352 sq. ft. (0.15% of site)    |
|                      | Hard Surface / non-Permeable:       | 6,047 sq. ft. (0.68% of site)    |
|                      | Open Space / Permeable Area:        | 879,918 sq. ft. (99.17% of site) |
| <b>Parking:</b>      | Required:                           | Special Review                   |
|                      | Proposed:                           | 6 Spaces                         |
| <b>Snowstack:</b>    | Required:                           | 1,512 sq. ft. (25%)              |
|                      | Proposed:                           | >1,512 sq. ft. (>25%)            |
| <b>Setbacks:</b>     | Front:                              | 165 ft.                          |
|                      | Side:                               | 22 ft.                           |
|                      | Side:                               | > 700 ft.                        |
|                      | Rear:                               | 15 ft.                           |

### Staff Comments

**Land Use (Policies 2/A& 2/R):** The proposed interpretive exhibits are consistent with the existing character of the area, which is largely public open space and historic remains from previous mining activity. The recently completed annexation (May 2013) of this property contemplated the interpretive exhibits and the existing land use districts were adopted because of their compatibility with the proposed sawmill restoration. This proposal also helps meet some of the Town's goals for historic preservation and maintaining community character and developing heritage tourism. We do not find that this use is in conflict with the existing or desired uses for the land use districts. Staff supports the proposed use.

**Site and Environmental Design (7/R):** The area where the interpretive exhibits are proposed is mostly open, but there are a few scattered lodgepole pine trees in the area. Wetlands are north of the existing driveway, and both the realigned driveway and the proposed footbridge to the existing cabin are within the 25' wetland setback. Staff has worked with the Town Engineer on this plan, and he has indicated a preliminary approval of a wetlands setback variance for the portions of the project that are within 25' of delineated wetlands. One of the reasons that the Town Engineer may allow this variance or waiver is that the area will not be paved, and it is not anticipated to cause a significant increase in water runoff. However, final approval of any variance or waiver of the Engineering Standards will be contingent upon the wetland delineation and final construction plans. The re-grading of the proposed new driveway will not encroach any further towards the wetlands than the existing driveway.

Some tree removal is proposed with this plan. In the area of the sawmill structure, a few lodgepole pine trees are proposed for removal. Tree removal will be done on a case by case basis, and a majority of the trees on site would remain.

**Drainage (27/A & 27/R):** The proposed plan creates some new hard surfaces, including the driveway and parking areas. Gravel is proposed for the driveway and parking areas and crusher fine is proposed for the walkways to maintain the site's rustic appearance and increase permeability as compared with conventional paving. Additional runoff from this project is expected to be minimal. The new roof at the sawmill shelter is 1,352 sf. and is not expected to have a significant impact on drainage. No new drainage facilities are proposed with this plan. The Town Engineer has been involved in this project, and will be closely reviewing the final construction plans. As noted above, a variance from the wetland setback will be sought from the Town Engineer.

**Architectural Compatibility (5/A & 5/R):** The only structure proposed that is subject to this policy is the protective shelter over the restored sawmill. The proposed shelter is a simple structure that complements the site and utilizes appropriate building materials such as timber support columns and a pre-distressed metal roof. Staff has no concerns.

**Access / Circulation (16/A & 16/R; 17/A & 17/R):** The existing driveway will be re-graded to a consistent 8% grade leading to a flat bench near the intersection with Boreas Pass Road. The proposed driveway width is 16' with 2' compacted shoulders to allow the safe passing of vehicles without the image of a formal roadway. The driveway will be re-surfaced with gravel to maintain a more rustic appearance that is more in character with the site and allowing greater permeability. Emergency vehicle turnarounds will also be constructed with the revised driveway. Soft surface pedestrian pathways are proposed to provide access to the interpretive sites from the parking areas.

**Parking (18/A & 18/R):** Required parking for historical interpretive sites is determined by special review of the Director of the Community Development Department and the Planning Commission. The adjacent property owner, Mr. Jay Monroe, has stated his desire to minimize parking on the site to limit the intensity of use at any given time. Staff agrees with this approach and recommends constructing six visitor parking spaces. Staff feels this number of spaces will accommodate a reasonable number of visitors without overwhelming the site or detracting from its historical and natural settings.

Policy 18/A also stipulates all off-street parking and driveways must be paved. As mentioned above the proposed surfacing material for the parking and driveway is gravel which is not normally permitted for driveways and parking.

*9-1-19-18A: POLICY 18 (ABSOLUTE) PARKING:*

*Off Street Parking: All developments within the town shall comply with chapter 3, "Off Street Parking Regulations", of this title. (Ord. 19, Series 1988)*

*9-3-9: DESIGN STANDARDS FOR OFF STREET PARKING FACILITIES:*

*Each off street parking facility constructed pursuant to the requirements of this chapter shall conform to the following design standards:*

*L. Paving:*

*1. Off Street Parking Spaces: All off street parking spaces shall be paved.*

*2. Driveways: All driveways shall be paved; provided, however, that any unpaved driveway which exists at the time of the adoption of this subsection L shall be paved as a condition of the issuance of a*

*development permit for future development of the subject property in accordance with the following schedule: a) within the conservation district, whenever a class B minor development permit or higher is issued; and b) outside the conservation district, whenever a class C major development permit or higher is issued. (Ord. 6, Series 2000)*

Using gravel for the driveway and parking is desired by the BHA because it will maintain the site's rustic character and increase permeability. Planning staff has spoken with the Town's Engineering and Streets department's staff regarding the potential use of gravel and they were generally comfortable using it in this application because of the site's very specific historic context. Non-paved parking and driveway surfaces would result in failing policy 18/A per code however in accordance with the Town Projects ordinance, projects should adhere to the code insofar as practical. In a recent Town Council work session, the Council stressed the importance of maintaining the site's rustic character through the continued use of gravel on the site's parking and driveway.

Policy 18R also encourages the use of shared driveways to minimize impervious surfaces and curb cuts.

*9-1-19-18R: POLICY 18 (RELATIVE) PARKING:*

- A. 1 x (+1) (4) Common Driveways: The sharing of common driveways leading from public streets or alleyways to off street parking facilities by more than one use or parcel of land is encouraged, whether the parking facilities be joint or separate.*

This project will share a driveway with the adjacent neighbor, Mr. Monroe. For this reason, staff recommends the allocation of positive one (+1) point under policy 18/R.

**Landscaping (22/A & 22/R):** No new landscaping is proposed with this project to maintain the historical setting of the site. The site overall is overwhelmingly natural and not providing any new landscaping will not detract from the site. Any disturbed soils associated with the project will be re-seeded with native seed mix. Staff supports the proposed landscaping plan.

**Building Height (6/A & 6/R):** The height of the building, 20.5', is below the land use district's recommended height of two stories (26'). Additionally Policy 6R discourages having a continuous ridgeline that is greater than 50'. The proposed shelter's ridgeline is 48' which complies with this policy.

**Placement of Structures (9/A & 9/R):** The placement of the sawmill and associated shelter is dictated by the sawmill's historic location and meets all required and suggested setbacks. Staff has no concerns.

**Snow Removal and Storage (13/R):** The driveway, parking and areas around the exhibits will not have snow removal supplied by the Town in the winter. However, there is more than adequate snow storage available if it were ever decided to remove snow in the winter or shoulder season. Driveway snow removal is expected to be managed by Mr. Monroe. He has expressed some concerns about the potential for vehicles unaware of the site's snow removal plan may become stuck, enter his property to turn around or block his access. We understand his concerns and suggest installing a seasonal sign at the entrance to the driveway stating the prohibition of vehicular access when snow is present.

**Social Community (24/R):** Policy 24R encourages historical preservation and per this section of the code:

*9-1-19-24R: POLICY 24 (RELATIVE) SOCIAL COMMUNITY:*

*Additional on site preservation and restoration efforts beyond the requirements of the historic district guidelines for historic structures and sites as defined in chapter 11 of this title are strongly encouraged.*

*Positive points shall be awarded according to the following point schedule for onsite historic preservation, or restoration efforts, in direct relation to the scope of the project, subject to approval by the planning commission. Positive points may be awarded to both primary structures and secondary structures.*

*A final point allocation shall be made by the planning commission based on the historic significance of the structure, its visibility and size. The construction of a structure or addition, or the failure to remove noncontributing features of a historic structure may result in the allocation of fewer positive points:*

*(1) Primary structures:*

*+6: On site historic preservation/restoration effort of above average public benefit.*

*Examples: Restoration/preservation efforts for windows, doors, roofs, siding, foundation, architectural details, substantial permanent electrical, plumbing, and/or mechanical system upgrades, plus structural stabilization and installation of a full foundation which fall short of bringing the historic structure or site back to its appearance at a particular moment in time within the town's period of significance by reproducing a pure style.*

Specifically, this project includes restoring the original sawmill site, to serve as a public, hands-on historical exhibit to interpret the history of sawmilling and its relationship to our local mining history. Nationwide, very few sawmill exhibits exist to tell the story of the vital (but nearly forgotten) part sawmills played in early frontier history, such as providing lumber for homes, commercial, and mining buildings, lumber for gold mining, sluice boxes, and flumes, and underground support timbers. Due to the project's purpose of restoring the site to near its original context staff suggests awarding the allocation of positive nine (+6) points for this project.

**Point Analysis (Section: 9-1-17-3):** Staff recommends assigning positive one (+1) point under Policy 18/R-Parking and positive six (+6) points under Policy 24/R-Social Community. We find the application passes with a point analysis of positive seven (+7) points and does not comply with Absolute Policy 18/A-Parking for not paving the proposed parking or driveway. Due to this being a Town Project the Commission may recommend the project despite not meeting Policy 18/A. The project also requires a wetlands setback, for which a variance or waiver is sought from the Town Engineer.

### **Planning Commission Recommendation**

This is a Town Project pursuant to the recently adopted ordinance amending the Town Projects Process (Council Bill No. 1, Series 2013). As a result, the Planning Commission was asked to identify any concerns with this project, and any code issues. In addition, the Commission was asked to make a recommendation to the Town Council. Since this is a Town project the Planning Commission may recommend approval of the project despite not meeting an absolute policy.

The Planning Commission identified the only policy that this application does not comply with is Policy 18A/Parking for unpaved driveway and parking spaces.

The Planning Commission recommended approval of this project with the attached findings.

We welcome questions during the meeting on Tuesday evening.



## TOWN OF BRECKENRIDGE

Wakefield Sawmill Interpretive Site  
TR 7-77 Sec 05 Qtr 3 Acres 20.3700  
AKA TRACTS IN SECS 5 & 6 AND GOVT LOTS 32 & 68  
13221Boreas Pass Rd  
PERMIT #2013109

### FINDINGS

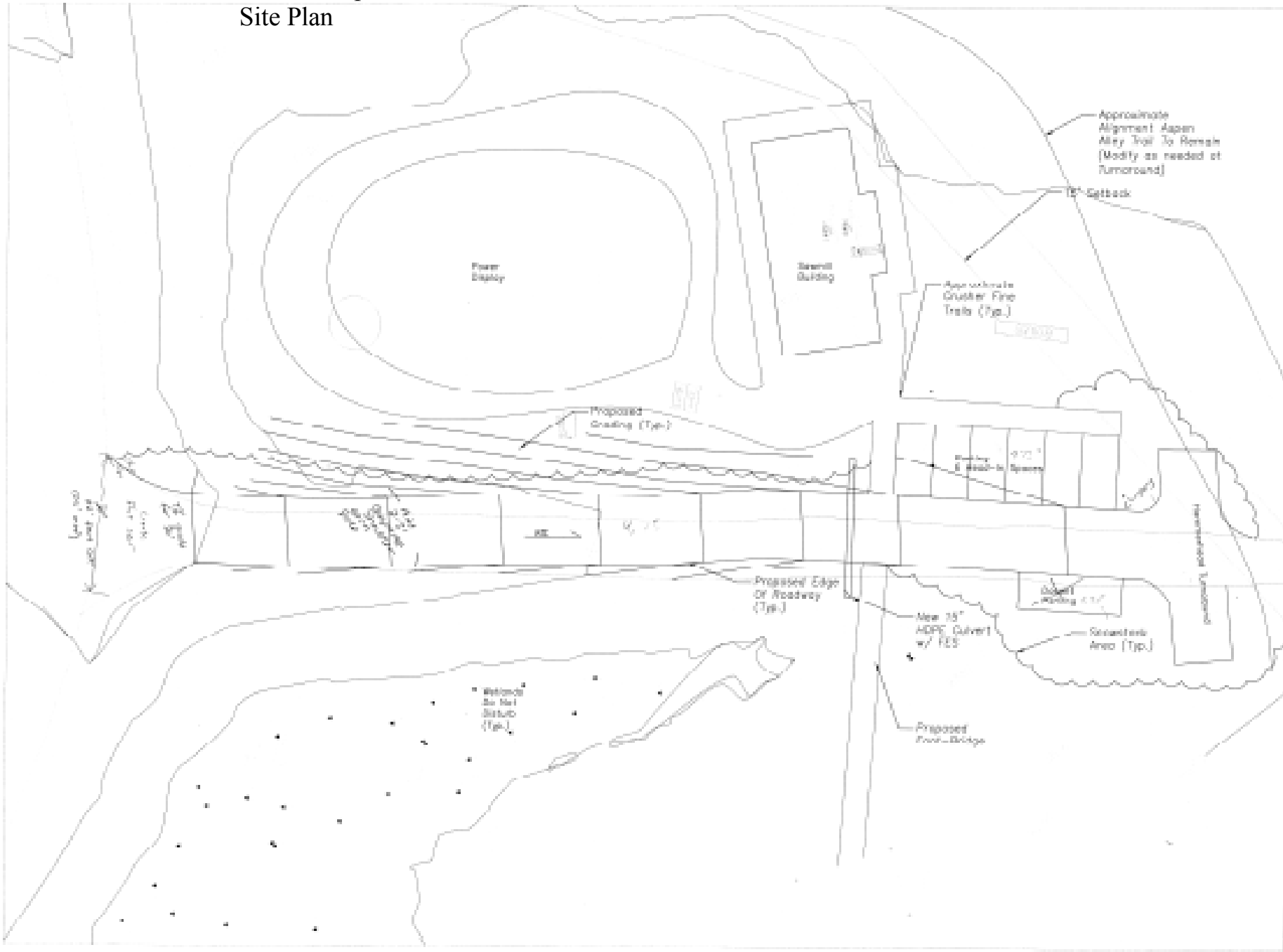
1. This project is “Town Project” as defined in Section 9-4-1 of the Breckenridge Town Code because it involves the planning and design of a public project.
2. The process for the review and approval of a Town Project as described in Section 9-14-4 of the Breckenridge Town Code was followed in connection with the approval of this Town Project.
3. The Planning Commission reviewed and considered this Town Project on December 3, 2013. In connection with its review of this Town Project, the Planning Commission scheduled and held a public hearing on December 3, 2013, notice of which was published on the Town’s website for at least five (5) days prior to the hearing as required by Section 9-14-4(2) of the Breckenridge Town Code. At the conclusion of its public hearing, the Planning Commission recommended approval of this Town Project to the Town Council.
4. The Town Council’s final decision with respect to this Town Project was made at the regular meeting of the Town Council that was held on December 10, 2013. This Town Project was listed on the Town Council’s agenda for the December 10, 2013 agenda that was posted in advance of the meeting on the Town’s website. Before making its final decision with respect to this Town Project, the Town Council accepted and considered any public comment that was offered.
5. Before approving this Town Project the Town Council received from the Director of the Department of Community Development, and gave due consideration to, a point analysis for the Town Project in the same manner as a point analysis is prepared for a final hearing on a Class A development permit application under the Town’s Development Code (Chapter 1 of Title 9 of the Breckenridge Town Code).
6. The Town Council finds and determines that the Town Project is necessary or advisable for the public good, and that the Town Project shall be undertaken by the Town.

| <b>Final Hearing Impact Analysis</b>                          |  |                          |               |   |
|---|--|--------------------------|---------------|---|
| Project:  | Wakefield Sawmill Interpretive Site  | <b>Positive Points</b>   | <b>+7</b>     |   |
| PC#:  | 2013109  | <b>Negative Points</b>   | <b>0</b>      |   |
| Date:   | 11/25/2013   | <b>Total Allocation:</b> | <b>+7</b>     |   |
| Staff:  | Chris Kulick   |                          |               |   |
| Items left blank are either not applicable or have no comment |  |                          |               |   |
| <b>Sect.</b>  | <b>Policy</b>  | <b>Range</b>             | <b>Points</b> | <b>Comments</b>   |
| 1/A   | <b>Codes, Correlative Documents &amp; Plat Notes</b>                                   | Complies                 |               |   |
| 2/A   | <b>Land Use Guidelines</b>   | Complies                 |               |   |
| 2/R   | Land Use Guidelines - Uses   | 4x(-3/+2)                |               |   |
| 2/R   | Land Use Guidelines - Relationship To Other Districts                                  | 2x(-2/0)                 |               |   |
| 2/R   | Land Use Guidelines - Nuisances  | 3x(-2/0)                 |               |   |
| 3/A   | <b>Density/Intensity</b>   | Complies                 |               |   |
| 3/R   | Density/ Intensity Guidelines  | 5x (-2>-20)              |               |   |
| 4/R   | Mass   | 5x (-2>-20)              |               |   |
| 5/A   | <b>Architectural Compatibility / Historic Priority Policies</b>                        | Complies                 |               |   |
| 5/R   | Architectural Compatibility - Aesthetics   | 3x(-2/+2)                |               |   |
| 5/R   | Architectural Compatibility / Conservation District                                    | 5x(-5/0)                 |               |   |
| 5/R   | Architectural Compatibility H.D. / Above Ground Density 12 UPA                         | (-3>-18)                 |               |   |
| 5/R   | Architectural Compatibility H.D. / Above Ground Density 10 UPA                         | (-3>-6)                  |               |   |
| 6/A   | <b>Building Height</b>   | Complies                 |               |   |
| 6/R   | Relative Building Height - General Provisions  | 1X(-2,+2)                |               |   |
|   | For all structures except Single Family and Duplex Units outside the Historic District |                          |               |   |
| 6/R   | Building Height Inside H.D. - 23 feet  | (-1>-3)                  |               |   |
| 6/R   | Building Height Inside H.D. - 25 feet  | (-1>-5)                  |               |   |
| 6/R   | Building Height Outside H.D. / Stories   | (-5>-20)                 |               |   |
| 6/R   | Density in roof structure  | 1x(+1/-1)                |               |   |
| 6/R   | Broken, interesting roof forms that step down at the edges                             | 1x(+1/-1)                |               |   |
|   | For all Single Family and Duplex Units outside the Conservation District               |                          |               |   |
| 6/R   | Density in roof structure  | 1x(+1/-1)                |               |   |
| 6/R   | Broken, interesting roof forms that step down at the edges                             | 1x(+1/-1)                |               |   |
| 6/R   | Minimum pitch of eight in twelve (8:12)  | 1x(0/+1)                 |               |   |
| 7/R   | Site and Environmental Design - General Provisions                                     | 2X(-2/+2)                |               |   |
| 7/R   | Site and Environmental Design / Site Design and Grading                                | 2X(-2/+2)                |               |   |
| 7/R   | Site and Environmental Design / Site Buffering   | 4X(-2/+2)                |               |   |
| 7/R   | Site and Environmental Design / Retaining Walls  | 2X(-2/+2)                |               |   |
| 7/R   | Site and Environmental Design / Driveways and Site Circulation Systems                 | 4X(-2/+2)                |               |   |
| 7/R   | Site and Environmental Design / Site Privacy   | 2X(-1/+1)                |               |   |
| 7/R   | Site and Environmental Design / Wetlands   | 2X(0/+2)                 |               | The Town Engineer has indicated a preliminary approval of a wetlands setback variance for the portions of the project that are within 25' of delineated wetlands. |
| 7/R   | Site and Environmental Design / Significant Natural Features                           | 2X(-2/+2)                |               |   |
| 8/A   | <b>Ridgeline and Hillside Development</b>  | Complies                 |               |   |
| 9/A   | <b>Placement of Structures</b>   | Complies                 |               |   |
| 9/R   | Placement of Structures - Public Safety  | 2x(-2/+2)                |               |   |
| 9/R   | Placement of Structures - Adverse Effects  | 3x(-2/0)                 |               |   |
| 9/R   | Placement of Structures - Public Snow Storage  | 4x(-2/0)                 |               |   |
| 9/R   | Placement of Structures - Setbacks   | 3x(0/-3)                 |               |   |
| 12/A  | Signs  | Complies                 |               |   |
| 13/A  | <b>Snow Removal/Storage</b>  | Complies                 |               |   |
| 13/R  | Snow Removal/Storage - Snow Storage Area   | 4x(-2/+2)                |               |   |
| 14/A  | <b>Storage</b>   | Complies                 |               |   |
| 14/R  | Storage  | 2x(-2/0)                 |               |   |
| 15/A  | <b>Refuse</b>  | Complies                 |               |   |
| 15/R  | Refuse - Dumpster enclosure incorporated in principal structure                        | 1x(+1)                   |               |   |
| 15/R  | Refuse - Rehabilitated historic shed as trash enclosure                                | 1x(+2)                   |               |   |
| 15/R  | Refuse - Dumpster sharing with neighboring property (on site)                          | 1x(+2)                   |               |   |

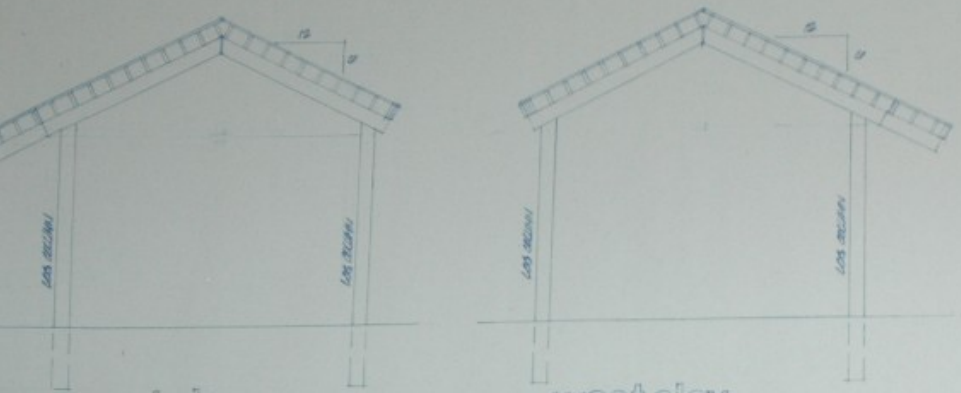
|      |  |                 |    |  |
|------|--|-----------------|----|--|
| 16/A | Internal Circulation   | Complies        |    |  |
| 16/R | Internal Circulation / Accessibility   | 3x(-2/+2)       |    |  |
| 16/R | Internal Circulation - Drive Through Operations                              | 3x(-2/0)        |    |  |
| 17/A | <b>External Circulation</b>  | Complies        |    |  |
| 18/A | <b>Parking</b>   | Does Not Comply |    | A gravel driveway & parking area is proposed to maintain the site's rustic appearance. |
| 18/R | Parking - General Requirements   | 1x(-2/+2)       |    |  |
| 18/R | Parking-Public View/Usage  | 2x(-2/+2)       |    |  |
| 18/R | Parking - Joint Parking Facilities   | 1x(+1)          |    |  |
| 18/R | Parking - Common Driveways   | 1x(+1)          | +1 | The projects shares a driveway with the neighboring property.                          |
| 18/R | Parking - Downtown Service Area  | 2x(-2/+2)       |    |  |
| 19/A | <b>Loading</b>   | Complies        |    |  |
| 20/R | Recreation Facilities  | 3x(-2/+2)       |    |  |
| 21/R | Open Space - Private Open Space  | 3x(-2/+2)       |    |  |
| 21/R | Open Space - Public Open Space   | 3x(0/+2)        |    |  |
| 22/A | <b>Landscaping</b>   | Complies        |    |  |
| 22/R | Landscaping  | 2x(-1/+3)       |    |  |
| 24/A | <b>Social Community</b>  | Complies        |    |  |
| 24/R | Social Community - Employee Housing  | 1x(-10/+10)     |    |  |
| 24/R | Social Community - Community Need  | 3x(0/+2)        |    |  |
| 24/R | Social Community - Social Services   | 4x(-2/+2)       |    |  |
| 24/R | Social Community - Meeting and Conference Rooms                              | 3x(0/+2)        |    |  |
| 24/R | Social Community - Historic Preservation                                     | 3x(0/+5)        |    |  |
| 24/R | Social Community - Historic Preservation/Restoration - Benefit               | +3/6/9/12/15    | +6 | On site historic preservation/restoration effort of above average public benefit.      |
| 25/R | Transit  | 4x(-2/+2)       |    |  |
| 26/A | <b>Infrastructure</b>  | Complies        |    |  |
| 26/R | Infrastructure - Capital Improvements  | 4x(-2/+2)       |    |  |
| 27/A | <b>Drainage</b>  | Complies        |    |  |
| 27/R | Drainage - Municipal Drainage System   | 3x(0/+2)        |    |  |
| 28/A | <b>Utilities - Power lines</b>   | Complies        |    |  |
| 29/A | <b>Construction Activities</b>   | Complies        |    |  |
| 30/A | <b>Air Quality</b>   | Complies        |    |  |
| 30/R | Air Quality - wood-burning appliance in restaurant/bar                       | -2              |    |  |
| 30/R | Beyond the provisions of Policy 30/A   | 2x(0/+2)        |    |  |
| 31/A | <b>Water Quality</b>   | Complies        |    |  |
| 31/R | Water Quality - Water Criteria   | 3x(0/+2)        |    |  |
| 32/A | <b>Water Conservation</b>  | Complies        |    |  |
| 33/R | Energy Conservation - Renewable Energy Sources                               | 3x(0/+2)        |    |  |
| 33/R | Energy Conservation - Energy Conservation                                    | 3x(-2/+2)       |    |  |
|      | HERS index for Residential Buildings   |                 |    |  |
| 33/R | Obtaining a HERS index   | +1              |    |  |
| 33/R | HERS rating = 61-80  | +2              |    |  |
| 33/R | HERS rating = 41-60  | +3              |    |  |
| 33/R | HERS rating = 19-40  | +4              |    |  |
| 33/R | HERS rating = 1-20   | +5              |    |  |
| 33/R | HERS rating = 0  | +6              |    |  |
|      | Commercial Buildings - % energy saved beyond the IECC minimum standards      |                 |    |  |
| 33/R | Savings of 10%-19%   | +1              |    |  |
| 33/R | Savings of 20%-29%   | +3              |    |  |
| 33/R | Savings of 30%-39%   | +4              |    |  |
| 33/R | Savings of 40%-49%   | +5              |    |  |
| 33/R | Savings of 50%-59%   | +6              |    |  |
| 33/R | Savings of 60%-69%   | +7              |    |  |
| 33/R | Savings of 70%-79%   | +8              |    |  |
| 33/R | Savings of 80% +   | +9              |    |  |
| 33/R | Heated driveway, sidewalk, plaza, etc.                                       | 1X(-3/0)        |    |  |
| 33/R | Outdoor commercial or common space residential gas fireplace (per fireplace) | 1X(-1/0)        |    |  |
| 33/R | Large Outdoor Water Feature  | 1X(-1/0)        |    |  |
|      | Other Design Feature   | 1X(-2/+2)       |    |  |
| 34/A | <b>Hazardous Conditions</b>  | Complies        |    |  |
| 34/R | Hazardous Conditions - Floodway Improvements                                 | 3x(0/+2)        |    |  |
| 35/A | <b>Subdivision</b>   | Complies        |    |  |
| 36/A | <b>Temporary Structures</b>  | Complies        |    |  |

|      |   |           |  |  |
|------|---|-----------|--|--|
| 37/A | <b>Special Areas</b>                                | Complies  |  |  |
| 37/R | Community Entrance                                  | 4x(-2/0)  |  |  |
| 37/R | Individual Sites                                    | 3x(-2/+2) |  |  |
| 37/R | Blue River  | 2x(0/+2)  |  |  |
| 37R  | Cucumber Gulch/Setbacks                             | 2x(0/+2)  |  |  |
| 37R  | Cucumber Gulch/Impervious Surfaces                  | 1x(0/-2)  |  |  |
| 38/A | <b>Home Occupation</b>                              | Complies  |  |  |
| 39/A | <b>Master Plan</b>                                  | Complies  |  |  |
| 40/A | <b>Chalet House</b>                                 | Complies  |  |  |
| 41/A | <b>Satellite Earth Station Antennas</b>             | Complies  |  |  |
| 42/A | <b>Exterior Loudspeakers</b>                        | Complies  |  |  |
| 43/A | <b>Public Art</b>                                   | Complies  |  |  |
| 43/R | Public Art  | 1x(0/+1)  |  |  |
| 44/A | <b>Radio Broadcasts</b>                             | Complies  |  |  |
| 45/A | <b>Special Commercial Events</b>                    | Complies  |  |  |
| 46/A | <b>Exterior Lighting</b>                            | Complies  |  |  |
| 47/A | <b>Fences, Gates And Gateway Entrance Monuments</b> | Complies  |  |  |
| 48/A | <b>Voluntary Defensible Space</b>                   | Complies  |  |  |
| 49/A | <b>Vendor Carts</b>                                 | Complies  |  |  |

# Wakefield Sawmill Interpretive Site Site Plan

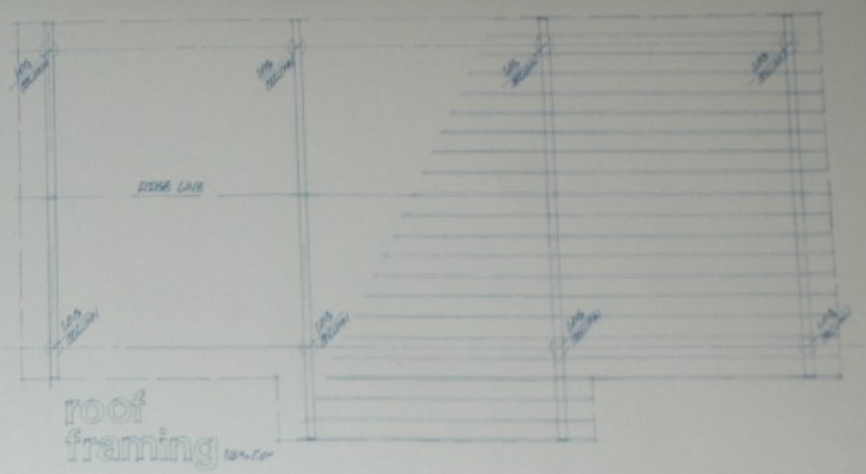


- 1) Call Before you Dig for Underground Utilities. 811
  - 2) All work shall be performed in a workman like manner conforming to industry standards.
  - 3) Any changes to plans shall be approved by Engineer prior to construction.
  - 4) All work shall conform to Town of Brookbridge Code and Conditions of the Permit.
  - 5) Owner shall be responsible for observation.
  - 6) Roadway and Parking sections shall be 2" Asphalt Milling on 4" C&G Class 4-56C.
  - 7) All fill shall be compacted to at least 90% Standard Proctor.
  - 8) All Grading shall be Max. 2% Slope, capped w/ 2" Top Soil and having good mixture per 10A Specs.
  - 9) All Retention and parking areas shall be covered to an extent of 50% for erosion control.
- |  |                |
|--|----------------|
| Project Name: _____<br>Date: _____<br>Scale: _____ | C&G<br>2/16/24 |
|--|----------------|

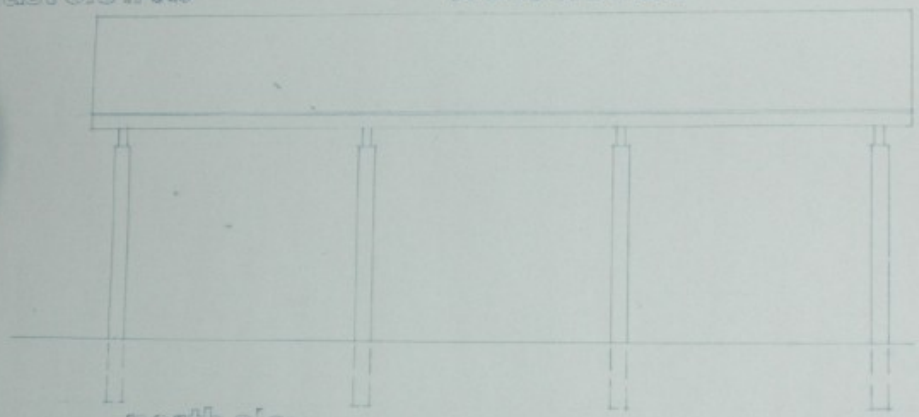


east elev. 12:12

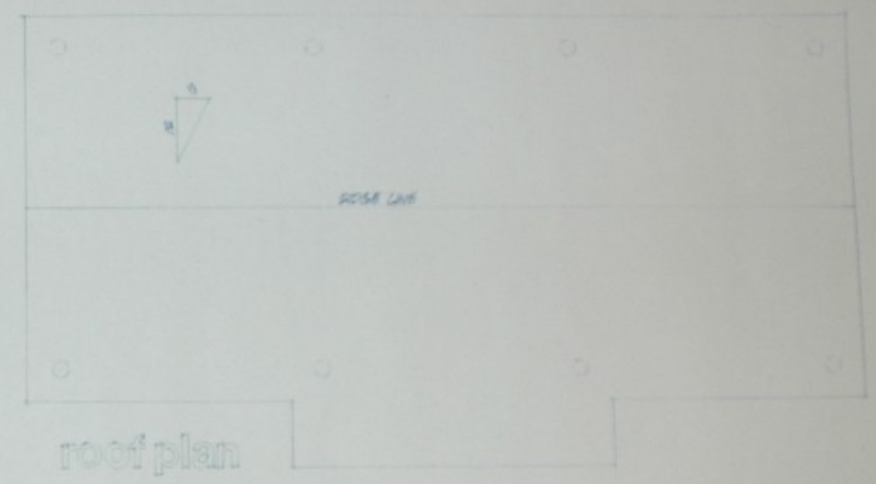
west elev. 6:12



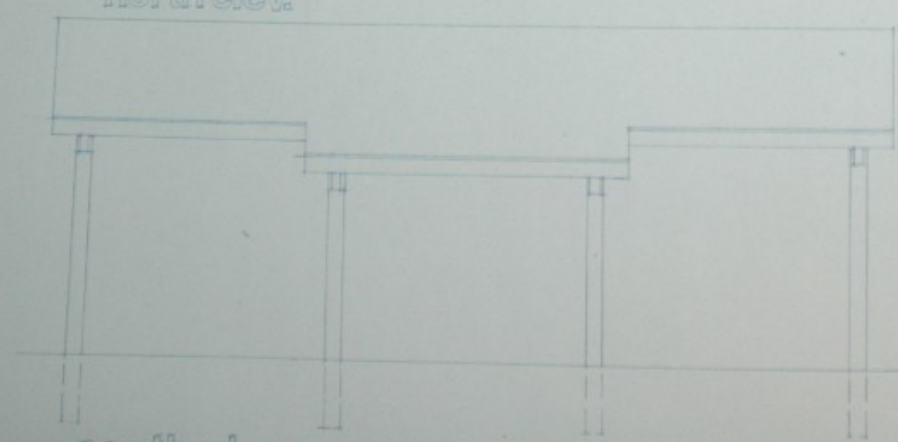
roof framing 12:12



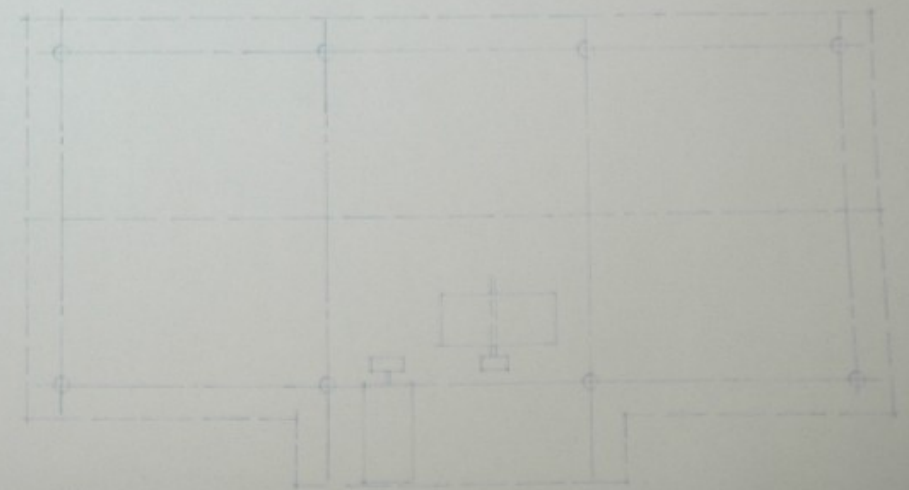
north elev.



roof plan



south elev.



floor plan

**hodges/marvin**  
**architects, inc.**  
 box 1227, elgin, colorado, 80120  
 970-469-0871

WALKERFIELD SAWMILL

## MEMORANDUM

**TO:** Town Council

**FROM:** Mark Truckey, Assistant Director of Community Development

**SUBJECT:** County Referral: The Ranch at Breckenridge PUD Amendment

**DATE:** December 4, 2013 for December 10 Council Meeting

At its November 26 work session the Town Council had its first exposure to the proposed amendment to the Ranch at Breckenridge PUD in Summit County. A site visit is scheduled for 1:30 pm on December 10 to provide the Council an opportunity to get more familiar with the property. Staff will be sending an initial comment letter to the County on December 9 in order to meet their referral deadline. However, based on Council input at its December 10 work session, staff will draft a letter to the Upper Blue Planning Commission so that the Council's comments can be considered by the commission prior to a work session on the project (tentatively scheduled in January). The following summarizes some of the issues staff has identified to date regarding the project.

Summit County has received a development application for an amendment to the Ranch at Breckenridge PUD (Planned Unit Development). The County has sent a referral on the application to the Town for comments. The Ranch PUD amendment covers an area of approximately 280 acres located between Sallie Barber Road and Baldy Road. Much of the land affected by the proposal is on heavily forested hillsides at elevations ranging from 10,500 to over 11,000 feet. Most of the proposed development sites are located on relatively gentle grades at or near the top of hills or ridgelines. A map of the proposed PUD amendment is attached. Some key points of the proposal include:

- The Ranch at Breckenridge PUD was initially approved in 1992. A total of roughly 400 acres are included in the PUD, with allowances for 28 single-family residences. In Summit County a PUD is more or less the equivalent of a master plan in the Town of Breckenridge—it establishes the zoning for property. In 1993 the first 12 lots of the Ranch PUD were subdivided, along with a 78 acre “open space” tract. The remainder of the entitled lots have never been subdivided. In anticipation of that remaining subdivision, the applicant is now pursuing a PUD amendment that would allow 23 single-family homes on the remaining acreage in the PUD, an increase of seven units over that allowed in the existing PUD.
- The applicant has proposed a number of items, many that can be considered public benefits, in exchange for approval of the PUD amendment. Particularly, several large tracts of open space are proposed to be dedicated to Summit County, totaling over 120 acres in size. Included within these open space tracts are several important trail alignments (the lower entrance to Nightmare on Baldy, Trail of Tears, Sallie Barber Road, Baldy Road). Staff acknowledges that these dedications would be of significant public benefit. Staff will provide some more detailed maps to the Council at the work session that identify the trail and open space areas proposed in the application.
- After an initial review, staff has several concerns with the site plan for the proposal. These include:

- A secondary access road is proposed to access the new lots in the PUD from Baldy Road (existing lots are accessed from North Fuller Placer Road). This new access would result in the paving and plowing of approximately 1,600 feet of Baldy Road beyond where it currently turns to gravel (i.e., winter trailhead). This would be a serious impact to the existing recreational use of the area—this section of Baldy Road is heavily used year-around by recreationists. The secondary access would also result in visual and environmental impacts from a new road switchbacking up a steep hillside from Baldy Road to the PUD.
- The applicant has not provided a visual analysis of the site yet, but it is located on high hillsides that may be visible from various locations in and around Town. Although the site has ample forest for buffering, the applicant has proposed an extensive forest management project that (given defensible space considerations) may result in very visible homesites. The locations of many of the proposed lots could be considered “ridgeline or hillside” development under the Town’s Code, and would require additional scrutiny to ensure visual impacts are mitigated.
- The applicant has suggested a clustered development pattern, which is generally desired to limit impacts on the overall site. However, the plans submitted do not show clustered development, but instead development on 23 new parcels scattered across some 200 acres of the property. This development pattern will likely result in long lengths of driveways and access roads, potentially with extensive cut-and-fill slopes, further impacting visual and environmental resources.
- The proposed density is about one unit per 12.5 acres. However, the County’s Upper Blue Basin Master Plan land use designation for the area is Rural 20 (maximum of one unit per 20 acres). The density is thus higher than is supported by the master plan. Maintaining consistency with master plans is a serious consideration and is in spirit with the goals and policies of the Joint Upper Blue Master Plan (JUBMP). The area included in the proposed PUD amendment exhibits many characteristics typically found in rural and backcountry locations and thus increased density may be inconsistent in an area with such characteristics.
- As the Council is aware, the JUBMP caps density in the basin and only allows density increases on individual properties for affordable housing or when TDRs are proposed to be transferred to a property. However, the County’s TDR map identifies the property as a TDR sending area—a location where density should be transferred off, as opposed to being a TDR receiving site. The rural and environmental characteristics of the site do not seem consistent with the type of property increased densities would be considered appropriate.

Because this is a proposed work session with the County, many details on the project are still yet unclear. Staff would want to see building design, colors, etc. that are similar to required by the Town Code but these details are not yet available. Similarly, the application is non-committal in how density for the additional seven units would be provided (although TDRs are discussed the application also asserts a claim for density associated with limiting home sizes or by eliminating accessory apartments). We have questions regarding some of these techniques, as some (e.g., accessory apartments) are not counted as density in the JUBMP. If the project proceeds beyond the work session level, we can expect more details to be made available and the Town and Council will have another chance to provide comments on a much more specific proposal.

### **Council Input**



Council input is sought on the issues staff has identified above as well as on any other issues that Council may identify. Staff will prepare a comment letter to the County and the Upper Blue Planning Commission, based on the issues identified here and any others raised by Council.

# The Ranch at Breckenridge

PUD Modification Worksession  
Conceptual Development Plan



Not Currently Part of PUD

Proposed Open Space

Current PUD Boundary (Solid Line)

Not Currently Part of PUD

Proposed Open Space

Proposed Open Space  
117.69 Acres

- Building Sites
- Property Boundary
- Proposed Lots
- Existing Lots
- Driveway Centerline
- Driveway
- Road
- Road Centerline

1 inch = 200 feet



0 500 1,000 2,000 Feet

**Notes:**

- 1: This conceptual development plan is not intended to be a final plan for the development. Roads, property lines, and building envelopes will be further refined to consider specific development standards.
- 2: Building sites are currently shown as being circular and are only intended to show the general area for building and disturbance envelopes.
- 3: Areas labeled "Proposed Open Space" are proposed to be dedicated to the County as Public Open Space.

This map is for data display purposes and should not be used for legal conveyance. The data shown on this map is not survey accurate and was created from the best available data. North Line GIS, LLC assumes no responsibility for the data shown on the map.

Map printed November, 2013.  
North Line GIS, LLC.  
www.northlinegis.com 888.453.4471