



ORDINANCE NO. 11C
BOARD OF COUNTY COMMISSIONERS
OF THE
COUNTY OF SUMMIT
STATE OF COLORADO

A TEMPORARY EXPERIMENTAL TRAFFIC REGULATION

WHEREAS, §30-15-401(1)(h), C.R.S., authorizes the Board of County Commissioners (also referred to herein as the “Commissioners”) to adopt ordinances to control and regulate the movement and parking of motor vehicles on public property, and, §42-4-111(1)(v), C.R.S., authorizes the Commissioners to adopt temporary or experimental regulations with respect to streets and highways under its jurisdiction as may be necessary to cover emergencies or special situations; and

WHEREAS, the Board of County Commissioners passed Summit County Ordinance No. 9, the Summit County Traffic Code on July 13, 2010, regulating the movement and parking of motor vehicles in unincorporated Summit County, Colorado (the “Summit County Traffic Code”); and

WHEREAS, Copper Mountain Resort (also referred to herein as the “Resort”) operated a mass transit shuttle service exclusively on private roads at the Resort for its guests and employees from 1978 until 1999, and, the shuttle service vehicles used by Copper Mountain Resort, generally known as “Sharks,” do not comply with certain vehicle size and related provisions of the Summit County Traffic Code; and

WHEREAS, in 1999, Copper Mountain Resort requested that the Commissioners authorize their operation of additional types of vehicles, oversized busses (the “Busses”), (“Sharks” and “Busses” and referred to together as the “Shuttle Vehicles”) which has subsequently been replaced or amended three times to extend its term and authorize operation of certain additional roads, Beeler Place, Copper Road, Wheeler Place and Wheeler Circle; and

WHEREAS, the term of the most recent amendment has expired and Copper has requested that the Board of County Commissioners pass Summit County Ordinance No. 11C, re-authorizing the Resort’s operation of herein specified Shuttle Vehicles on specified county roads within the Resort (“Designated Routes”); and

WHEREAS, the Board of County Commissioners of Summit County, Colorado finds that Copper Mountain Resort has historically operated Shuttle Vehicles in a safe

manner and in accordance with the terms and conditions of the Summit County Ordinance No. 11, as amended; and

WHEREAS, the Board of County Commissioners of Summit County, Colorado finds that temporarily exempting specified vehicles from specified standards of the Summit County Traffic Code for the purpose of transporting resort visitors within the Copper Mountain Resort is necessary to cover the special conditions of decreasing traffic congestion and increasing effective mass public transportation opportunities at, to and around the Resort; and

WHEREAS, the Board of County Commissioners of Summit County, Colorado finds that it to be reasonable and in the best interest of the residents of and visitors to Summit County that Summit County Ordinance No. 11C be adopted for a five year term.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SUMMIT, STATE OF COLORADO THAT:

Ordinance 11C, "A Temporary Experimental Traffic Regulation", is hereby adopted, granting a limited right of passage for Copper Mountain Resort's Shark and Cobus 3000 shuttle vehicles (the "Shuttle Vehicles") to operate on designated county roads within the resort area (the "Designated Routes") as further described and shown on attached and hereby incorporated Exhibit "A", subject to the following conditions and limitations:

1. During the winter season, defined herein as the fifteenth day of October until the first day of May, the Shuttle Vehicles may operate along the Designated Routes between the operation periods of 6:00 am to 11:00 pm.
2. During the summer season, defined herein as the first day of June until the first day of October, the Shuttle Vehicles may operate along the Designated Routes between the operation periods of 6:00 am to 11:00 pm.
3. The Shuttle Vehicles may operate during other specified times to serve special events upon written approval of the Summit County Engineer.
4. In the event that the Designated Routes or operations periods change, Copper Mountain Resort shall provide notice to and receive approval from the Summit County Engineer prior to implementing the change(s).
5. Shuttle Vehicles operating on Designated Routes in accordance with the terms hereof are exempt from the vehicle size related requirements of Summit County Traffic Code provisions 201, 203, 207, 234, 235, 502, 504 and 1405. Except as specified herein, Shuttle Vehicles operating on Designated Routes remain subject to all terms of the Summit County Traffic Code.
6. This Ordinance 11C shall expire on June 1, 2017.

7. Copper Mountain Resort shall indemnify, defend and release the Board of County Commissioners, County, Summit County Government and its officers, employees, and agents from the operation of Shuttle Vehicles from all claims and causes as defined and specified in the fully executed indemnification agreement attached hereto and incorporated into the terms hereof as Exhibit "B."
8. The Board of County Commissioners expressly reserves their right to unilaterally terminate this Ordinance 11C in its sole discretion upon providing Copper Mountain Resort with such advance notice that the Commissioners deem reasonable.
9. If any part or parts of this Ordinance 11C are for any reason held to be invalid, such provision shall not affect the validity of the remaining portions of this ordinance. The Board of County Commissioners hereby declares that it would have passed this Ordinance 11C and each part or parts hereof, irrespective of the fact that any one part or parts be declared invalid by a court of competent jurisdiction.
10. Except as specifically provided herein, all ordinances and/or resolutions or parts of ordinances and/or resolutions inconsistent with the provisions of this Ordinance 11C, including but not limited to previous versions of the Summit County Traffic Code, are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this ordinance.
11. This ordinance shall be so interpreted and construed as to effectuate its general purpose to conform with the provisions of the Summit County Traffic Code and all other applicable law.
12. The County Clerk and Recorder shall certify to the passage of this Ordinance 11C and make not less than three copies of the Summit County Traffic Code, as amended available for inspection by the public during regular business hours.
13. This Ordinance 11C shall be effective thirty days after final publication subsequent to the adoption on a second reading.

INTRODUCED, READ, ORDERED PUBLISHED IN FULL AND SET FOR PUBLIC HEARING ON THIS 8th DAY OF JANUARY, 2013.



BOARD OF COUNTY COMMISSIONERS
OF SUMMIT COUNTY, COLORADO

By:

A handwritten signature in black ink, appearing to read "T. Davidson", is written over a horizontal line.

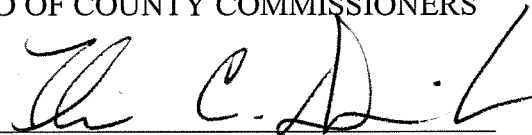
Thomas Davidson, Chair

READ, PASSED AND ADOPTED AFTER PUBLIC HEARING AND ORDERED
PUBLISHED BY TITLE ONLY THIS 22ND DAY OF JANUARY, 2013.



COUNTY OF SUMMIT
STATE OF COLORADO
By and Through its
BOARD OF COUNTY COMMISSIONERS

By:


Thomas Davidson, Chair

ATTEST:



Clerk & Recorder

EXHIBIT A

Legend

- Express Service**
- Green Express Cobus/Conventional
 - Blue Express Cobus / Conventional / Sharks
 - Black Express Cobus / Conventional / Sharks
 - Purple Express Cobus / Conventional
 - Yellow Express Cobus / Conventional
- Portal Service**
- Copper Canoco Loop (Only On Days Parked) Cobus / Conventional
- Intravillage Service**
- Copper Loop Cobus & Conventional
 - Transit Stop

- Shark**
- Ten Mile Circle
 - Wheeler Place
 - Wheeler Circle
- Cobus / Conventional**
- Ten Mile Circle
 - Copper Road
 - Becker Place
 - Wheeler Place
 - Wheeler Circle

- Copper Roads**
- 1) Ten Mile Circle 60' ROW
 - 2) Copper Road 60-114' ROW
 - 3) Becker Place 60' ROW
 - 4) Wheeler Place 60' ROW
 - 5) Wheeler Circle 60-40' ROW
- 6) Road including shuttles lane approximately 65-207' road including 16'-8" medians
- 7) Road including shuttles lane approximately 25-55' road
- 8) Road including shuttles lane approximately 35' road
- 9) Road including shuttles lane approximately 28-31' road

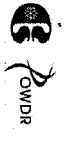
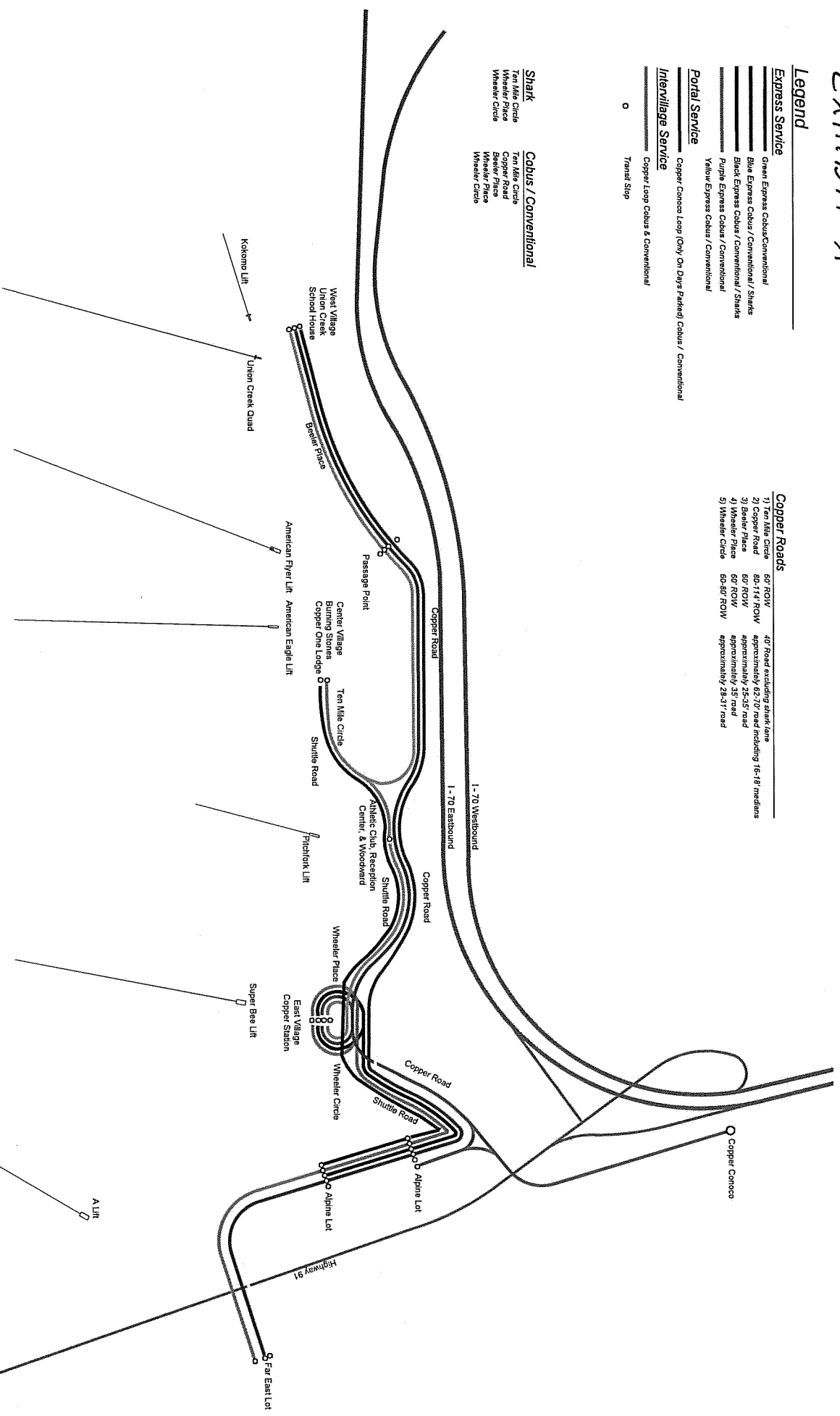


Exhibit A Copper Mountain Transit Ordinance Plan : Existing
January 2013



Legend

Express Service

- Green Express Cobus/Conventional
- Blue Express Cobus / Conventional
- Black Express Cobus / Conventional

Portals Service

Copper Canoco Loop (Only On Days Paiked) Cobus / Conventional

Interillage Service

Copper Loop Cobus & Conventional

○ Transit Stop

Cobus / Conventional

- Ten Mile Circle
- Copper Road
- Beeler Place
- Wheeler Place
- Wheeler Circle

Copper Roads

- 1) Ten Mile Circle 60' ROW 40' Road excluding struck lanes
- 2) Copper Road 80-114' ROW approximately 65-70' road including 16-18 medians
- 3) Beeler Place 60' ROW approximately 25-35' road
- 4) Wheeler Place 60' ROW approximately 35' road
- 5) Wheeler Circle 80-80' ROW approximately 28-37' road

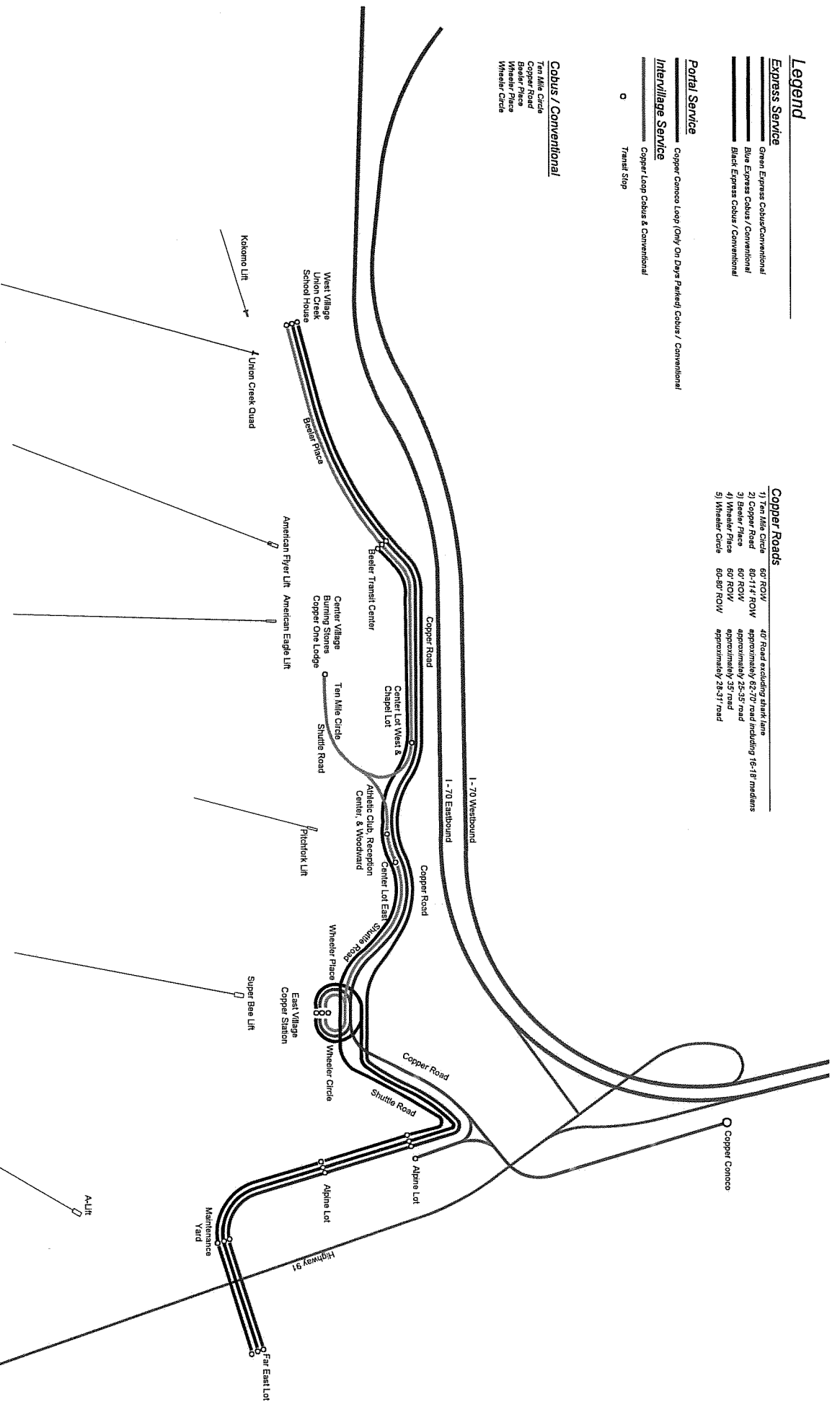


Exhibit B Copper Mountain Transit Ordinance Plan : Future January 2013



**INDEMNIFICATION AGREEMENT
FOR COPPER SHUTTLE VEHICLES**

This Indemnification Agreement for Copper Shuttle Vehicles ("Agreement") is made and entered into as of the 22 day of January, 2013, by and between the County of Summit, Colorado, a political subdivision of the State of Colorado ("County"), and Powdr – Copper Mountain, LLC, a Delaware limited liability company ("Copper"), also collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the Board of County Commissioners of Summit County, Colorado adopted Ordinance No. 11 C on January 22, 2013 (the "Ordinance") authorizing Copper's operation of the Shark and Cobus 3000 shuttle service vehicles (the "Shuttle Vehicles") at Copper Mountain Resort pursuant to the terms of the Ordinance; and

WHEREAS, the Ordinance requires that Copper indemnify the County by a separate written agreement, and, the Parties desire to enter this Agreement to satisfy the Ordinance's indemnification requirement.

NOW, THEREFORE, in consideration of the mutual promises and benefits herein expressed and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

1. **TERM AND TERMINATION.** This Agreement shall commence as of the date that the Board of County Commissioners adopts Summit County Ordinance No. 11C and shall terminate automatically effective on the date specified in the ordinance, June 1, 2017.
2. **INDEMNIFICATION.** Copper agrees to indemnify, defend and hold harmless to the maximum extent allowed by law, the County, its respective agents, officers, servants and employees of and from any and all loss, costs, damage, injury, liability, claims, liens, demands, action and causes of action whatsoever, directly or indirectly arising out of or related to any aspect of the use or operation of the Shuttle Vehicles.
3. **INSURANCE.** During the term of this Agreement, Copper shall maintain in effect Motor Vehicle liability and general liability insurance coverage on the Shuttle Vehicles with limits of liability of not less than \$150,000 bodily injury per person, \$600,000 aggregate bodily injury per occurrence and \$600,000 aggregate property damage per occurrence. Such policy shall name the County as an additional insured.
4. **GOVERNMENTAL IMMUNITY.** Nothing in this Agreement shall be construed as waiving the rights and privileges of any of the County under the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., with respect to any other person, entity, or third parties.

5. **NOTIFICATION.** Any notification required herein shall be given to the individuals designated herein as soon as practical.

Summit County Government:
Attn: Thad Noll
P.O. Box 68
Breckenridge, CO 80424

with copies to:
Jeffrey L. Huntley, Esq.
County Attorney
P.O. Box 68
Breckenridge, CO 80424

Powdr – Copper Mountain LLC:
Attn: Gary Rodgers
P.O. Box 3001
Copper Mountain, CO 80443

with copies to:
Attn: Chris Colman
P.O. Box 3001
Copper Mountain, CO 80443

6. **THIRD PARTIES.** This Agreement does not and shall not be deemed to confer upon any third party any right to claim damages to bring suit, or other proceeding against either the District or County because of any term contained in this Agreement.

7. **ENTIRE AGREEMENT.** This Agreement states the entire understanding of the Parties with respect to its subject matter and supersedes any and all prior agreements and understandings between the Parties with respect to its subject matter.

8. **MODIFICATION.** This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

9. **PARAGRAPH HEADINGS.** Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

10. **APPLICABLE LAW.** This Agreement shall be interpreted in all respects in accordance with the laws of the State of Colorado. Venue shall only be proper in Summit County Colorado.

11. **AUTHORITY.** The signors below each have the authority to enter this Agreement on behalf of and hereby legally binding the respective Parties.

In Witness Whereof, the Parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF SUMMIT, COLORADO

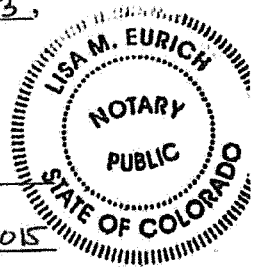
By: *Gary Martinez*
Gary Martinez, County Manager

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing INDEMNIFICATION AGREEMENT FOR COPPER SHUTTLE VEHICLES was acknowledged before me this 22 day of January, 2013, by Gary Martinez, County Manager.

Witness my hand and official seal.

Lisa M. Eurich
Notary Public
My Commission Expires: August 31, 2015



POWDR – COPPER MOUNTAIN, LLC

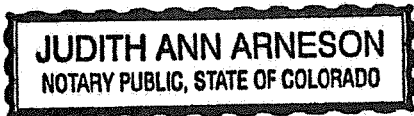
By: *Gary Rodgers*
Gary Rodgers, President and General Manager

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing INDEMNIFICATION AGREEMENT FOR COPPER SHUTTLE VEHICLES was acknowledged before me this 18th day of February, 2013, by Gary Rodgers, President and General Manager.

Witness my hand and official seal.

Judith Ann Arneson
Notary Public
My Commission Expires: March 20, 2016



My Comm. Expires March 20, 2016