



Town Council Regular Meeting
Tuesday, July 22, 2025, 7:00 PM
Town Hall Council Chambers
150 Ski Hill Road
Breckenridge, Colorado

THE TOWN OF BRECKENRIDGE CONDUCTS HYBRID MEETINGS. This meeting will be held in person at Breckenridge Town Hall and will also be broadcast live over Zoom. Join the live broadcast available by computer or phone: <https://us02web.zoom.us/j/89678284254> (Telephone: 1-719-359-4580; Webinar ID: 896 7828 4254).

If you will need special assistance in order to attend any of the Town's public meetings, please notify the Town Clerk's Office at (970) 547-3127, at least 72 hours in advance of the meeting.

I. CALL TO ORDER, ROLL CALL

II. APPROVAL OF MINUTES

- A. TOWN COUNCIL MINUTES - JULY 8, 2025

III. APPROVAL OF AGENDA

IV. COMMUNICATIONS TO COUNCIL

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

V. PRESENTATION OF A LIFE SAVING AWARD TO OFFICER CARLOS CHAVEZ

VI. CONTINUED BUSINESS

- A. SECOND READING OF COUNCIL BILLS, SERIES 2025

VII. NEW BUSINESS

- A. FIRST READING OF COUNCIL BILLS, SERIES 2025
- B. RESOLUTIONS, SERIES 2025
 - 1. RESOLUTION NO. 11, SERIES 2025 – INTERGOVERNMENTAL AGREEMENT TO FORM A COALITION TO INTERVENE IN XCEL PUBLIC UTILITY COMMISSION PROCEEDING
- C. OTHER

VIII. PLANNING MATTERS

- A. PLANNING COMMISSION DECISIONS
- B. BGV PARCEL 3 SITE PLAN MODIFICATION DE NOVO HEARING DECISION

IX. REPORT OF TOWN MANAGER AND STAFF

X. REPORT OF MAYOR AND COUNCIL MEMBERS

- A. CAST/MMC
- B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE

- C. BRECKENRIDGE TOURISM OFFICE
- D. BRECKENRIDGE HISTORY
- E. BRECKENRIDGE CREATIVE ARTS
- F. SOCIAL EQUITY ADVISORY COMMISSION
- G. ARTS & CULTURE MASTER PLAN STEERING COMMITTEE

XI. OTHER MATTERS

XII. SCHEDULED MEETINGS

- A. SCHEDULED MEETINGS FOR JULY, AUGUST, AND SEPTEMBER

XIII. ADJOURNMENT

I) CALL TO ORDER, ROLL CALL

Mayor Owens called the meeting of July 8, 2025, to order at 7:00pm. The following members answered roll call: Steve Gerard, Marika Page, Carol Saade, Jay Beckerman, Dick Carleton, Todd Rankin and Mayor Kelly Owens.

II) APPROVAL OF MINUTES

A) TOWN COUNCIL MINUTES – JUNE 24, 2025

There were no changes or corrections to the meeting minutes of June 24, 2025. Mayor Owens declared they would stand approved as presented.

III) APPROVAL OF AGENDA

Town Manager Shannon Haynes stated there were no changes to the agenda.

IV) COMMUNICATIONS TO COUNCIL

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

Mayor Owens opened Public Comment.

Angela Boeke, a Breckenridge Resident, spoke in concern of the noxious weed program. Boeke submitted a video as part of her public comment to the Town Council. She described how the video depicts herbicide being applied in an indiscriminate and unsafe manner. She further described the harmful impacts the herbicide had on her neighbor's yard and their pets. Boeke listed alternative noxious weed treatment methods, and requested the Town abandon a one-size-fits-all approach in their noxious weed program. She encouraged Town Council to be better prepared for next year.

Town Manager Shannon Haynes noted Angela Boeke's video was shared with Town Council and the Town Clerk, and it has been included as part of the public record. She further stated the town is investigating alternatives to address noxious weeds for next year.

Terese Broderick, a Breckenridge Resident, spoke against the impacts of the dark sky town code. Broderick stated she supports the intent of the dark sky but is concerned about the code enforcement. She described the alterations made to her home's outdoor lighting to comply with Town code resulted in unsafe walkway conditions around her home. Broderick stated there has been a lack of sufficient communication, outreach, and partnership with homeowners. Broderick is concerned about the cost to become dark sky compliant. Broderick requested the code be changed to include safety and financial hardship exceptions, a grandfather clause for older homes and fixtures, and exemptions for under-roof lighting with minimal impact.

Carol Rockne, a Breckenridge Resident, spoke in concern of the International Dark Sky Association. She believed this added another level of unnecessary bureaucracy. Rockne further stated she would like to see the Town of Breckenridge create its own dark sky regulations and not rely on the International Dark Sky Association. She recommended potentially putting the dark sky regulations to a town vote.

Mayor Owens thanked the public for their comments and engagement and encouraged commenters to continue to reach out to staff.

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

B) BRECKENRIDGE TOURISM OFFICE UPDATE

Lucy Kay, President and CEO of the Breckenridge Tourism Office (BTO), stated lodging and Colorado-based revenue is down for the summer. She further stated BTO has intensified PR efforts on the front-range to increase Colorado based revenue. Kay explained BTO is hosting meetings with lodging, restaurant, and retail representatives to brainstorm ideas to increase tourism and revenue. Kay described the different marketing methods BTO is utilizing to increase tourism, such as the Wildflower Watch. Kay stated BTO's 2026 priorities are PR, service, and creating a welcoming environment.

Mayor Owens thanked Lucy Kay for being a partner.

V) CONTINUED BUSINESS

- A) SECOND READING OF COUNCIL BILLS, SERIES 2025 - PUBLIC HEARINGS
1) COUNCIL BILL NO. 10, SERIES 2025 – AN ORDINANCE APPROVING AN AMENDED AND RESTATED FIBER LEASE AND NETWORK OPERATIONS AGREEMENT

Mayor Owens read the title into the minutes.

Chris Luberto, Director of the IT Department, stated the amendments in the agreement increase revenue for infrastructure investment and ensure community access to the fiber network. Luberto noted there have been no changes since first reading and staff recommend Town Council passes on second reading.

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

Council Member Rankin moved to approve COUNCIL BILL NO. 10, SERIES 2025 – AN ORDINANCE APPROVING AN AMENDED AND RESTATED FIBER LEASE AND NETWORK OPERATIONS AGREEMENT. Council Member Gerard seconded the motion.

The motion passed 7-0

- 2) COUNCIL BILL NO. 11, SERIES 2025 – AN ORDINANCE APPROVING THE GRANT OF A CABLE FRANCHISE TO COMCAST OF CALIFORNIA/COLORADO/FLORIDA/OREGON, INC., AND APPROVING A CABLE FRANCHISE AGREEMENT BETWEEN COMCAST OF CALIFORNIA/COLORADO/FLORIDA/OREGON, INC. AND THE TOWN OF BRECKENRIDGE, COLORADO

Mayor Owens read the title into the minutes.

Chris Luberto, Director of the IT Department, stated the renewal agreement maintains the towns oversight authority, preserves franchise fee revenue, and ensures continued support for public programming. He stated there have been no changes since first reading and staff recommend Town Council passes on second reading.

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

Council Member Rankin moved to approve COUNCIL BILL NO. 11, SERIES 2025 – AN ORDINANCE APPROVING THE GRANT OF A CABLE FRANCHISE TO COMCAST OF CALIFORNIA/COLORADO/FLORIDA/OREGON, INC., AND APPROVING A CABLE FRANCHISE AGREEMENT BETWEEN COMCAST OF CALIFORNIA/COLORADO/FLORIDA/OREGON, INC. AND THE TOWN OF BRECKENRIDGE, COLORADO. Council Member Saade seconded the motion.

The motion passed 7-0.

VI) NEW BUSINESS

There was no new business.

VII) PLANNING MATTERS

- A) PLANNING COMMISSION DECISIONS

No Planning Commission Decisions.

- B) DE NOVO HEARING BGV PARCEL 3 SITE PLAN MODIFICATION

Mayor Owens introduced the DEVO HEARING BGV PARCEL 3 SITE PLAN MODIFICATION. Sarah Crump, Senior Planner, and Mark Truckey, Director of Community Development, reviewed the original conceptual site plan. Crump stated the Colorado Passenger Tramway Safety Board requested BGV to revise the site plan, including removing several buildings from underneath the gondola's line of travel. Crump stated the applicant is requesting a site plan modification to comply with

Tramway Board revision requests. Crump noted there are four buildings already entitled and are not part of the modification request.

Crump reviewed the requested changes, which included modifications in building locations, road access, and an increase in the amount of hardscape. She further described aspects of the site plan that were to remain the same. Crump reviewed policy requirements for structure location, snow & storage, recycling & refuse, internal & external circulation, and open space. She discussed how the requested site plan modifications impact the policies. Crump stated staff finds the requested site plan modifications are compliant with policy.

Crump described various waivers to the development and engineering code policies included in the Developer Agreement. Crump stated these waivers were for site & environmental design, landscaping, and wetlands. Crump compared tree locations in the requested site plan modification to the November 2023 conceptual plan. Crump explained tree locations were changed to accommodate new structure locations and a second retention pond. Crump further stated staff finds the proposal for replanting has improved since the approved conceptual plan. Crump noted the applicant agreed to provide wetland disturbance mitigation. Crump stated the Town Engineer has reviewed the updated wetland mitigation report and concurs the applicant's mitigation efforts comply with requirements in the Developer Agreement.

Crump stated staff are not recommending any changes to points with the site plan modification request. She further stated the site plan modifications have a total passing score of 0. Crump stated staff believes the requested site plan modification meets the concept plan from 2023 and staff recommends Town Council approves the site plan modification request.

Council Member Carleton inquired about the height of the retaining walls and size of the units. Crump stated the retaining walls are 2-3 feet and the units are about 6,000 square feet each.

Council Member Gerard stated he reviewed the written submissions from the public and asked Crump several questions about matters raised in the comments. Council Member Gerard asked Crump to explain the difference between a concept plan and a development application. Crump explained concept plans are meant to be representative and can change. She further stated the concept plan is less concrete than the development permit which is less concrete than the building permit.

Council Member Gerard asked if there were sidewalks in the site plan the Planning Commission approved? Crump stated there were no sidewalks that extended up Woods Drive to connect the three units. She stated the Town Engineer and engineering code did not require the applicant to construct sidewalks further up Woods Drive.

Council Member Gerard asked Crump to address the public complaint that the site plans parking spaces are not compliant. Crump explained code requires 23 feet from the garage to the right-of-way. She further noted a variance was granted in the Developer Agreement to allow a shorter distance from the garage to the right of way because a snow storage easement provided for more space. She stated functionally there is about 30 feet from the garage to the right-of-way.

Council Member Gerard asked if two detention ponds are different functionally than one detention pond. Crump deferred to the applicant engineer to answer the question. Council Member Gerard further asked Crump what the difference between a vegetated detention pond and an unvegetated detention pond is. Crump explained an unvegetated detention pond is cheaper and functionally the same as a vegetated one. She further explained how a vegetative detention pond is more expensive but more desirable.

Council Member Beckerman asked if the proposed landscape plan is substantially similar to the previously approved plan. Crump believes the proposed landscape plan goes above and beyond what was previously approved. Council Member Beckerman asked if the town would have enforcement mechanisms in the modified site plan to ensure compliance. Crump explained the applicant will need to have the number of trees listed in the modified site plan to receive a building permit set.

Council Member Gerard asked if it is common to lose planned trees during the construction process. Crump affirmed it is common. She further explained any tree meant to be preserved that is lost would require replacement at a 2:1 or 3:1 ratio.

Mayor Owens asked if it is typical for wetland impacts to go beyond what was approved during site development. Town Attorney Keely Ambrose explained the applicant would not normally be allowed to impact more wetlands than what was approved in the development permit.

Council Member Carleton asked how far the town is with the development of the roundabout. Shannon Smith, Town Engineer, explained the roundabout will be permitted through CDOT and town staff has seen 30% plans. Council Member Carleton asked if we knew definitively where the line of disturbance for the roundabout would be in relation to the property. Smith stated the town will not know the line of disturbance until they receive a permit from CDOT.

Mayor Owens asked what is standard process for the Town to approve a project if the applicant is waiting for a variance approval from the Tramway Board. Crump explained the Tramway Board requires approved plans prior to submitting with them and the applicant followed the appropriate process.

Council Member Beckerman asked if the structures changed size from the initial proposed plan. Crump stated the structures did not change size. Council Member Carleton recalls the buildings being significantly smaller in terms of square footage in the conceptual plan. Crump and Truckey both stated the current size corresponds to what the Development Agreement and conceptual site plan anticipated.

With no further questions for Staff, Mayor Owens stated Town Council will now hear the applicant's presentation.

The applicant Graham Frank, BGV Chief Development Officer, and Bill Campie, Principal of DTJ Design, gave the applicant presentation to Town Council. Frank provided additional clarification of the questions posed to staff. He provided additional details about square footage, roundabout development, the detention ponds, enforcement mechanisms, tree count, and the Tramway Board approval process.

Frank described the cornerstones of project approval, which include maximizing wetlands, preserving open space, and maintaining landscape and screening. He described how the current site plan was a result of Tramway Board revision requests whilst still meeting the three cornerstones of approval from Town Council. He further stated the result was a more compact site plan that is code compliant.

Frank described recent tree loss on the site and stated the new site plan makes the best effort to preserve the remaining trees. He further described the plan to replace existing willows along Park Avenue with larger, evergreen trees to provide better screening overall.

Council Member Beckerman asked if the site plan had a two for one wetland credit purchase. Frank stated they went above the two for one credit purchase.

Council Member Page asked if the willows along Park Avenue are part of the wetland. Campie clarified the willows are not a part of a classified wetland. He further explained the willows were a result of a man-made ditch that came through the property. Town Manager Shannon Haynes stated it is important to clarify if cutting off the ditch resulted in the decline of the willows. Frank explained the ditch was artificially created and removed for site development. Frank further explained the ditch water was redirected to flow into the classified wetlands. He noted this resulted in the decline of the non-wetland willows along Park Avenue.

With no additional questions for the applicants, Mayor Owens opened Public Comment for the BGV Parcel 3 Site Plan Modification De Novo Hearing.

Richard Himmelstein, a Breckenridge Resident, is concerned about the roundabout. He stated the roundabout will experience increased traffic and the lack of sidewalks to Woods Drive is a safety concern. He urged Town Council to put in a sidewalk. Himmelstein stated he sent an email to Town Council with that outlines his concerns. The

email has been included as part of the public record. Himmelstein described how he is concerned about the gondola variance and long-term safety protocols. Himmelstein believes the removal of half a townhouse can resolve any potential issues. Himmelstein also stated waivers were granted based on the conceptual plan and the applicant therefore needs to abide by the conceptual plan. Himmelstein stated he is confused about inconsistencies granted for parking waivers.

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

Town Attorney Keely Ambrose stated Town Council has 30 days to issue their final decision in writing.

Council Member Carleton stated he does not believe there has been an effort to preserve trees as required. Council Member Carleton believes the proposed buffer is significantly different from the original willow and lodgepole buffer. Council Member Carleton recommends making the site plan smaller to better fit the available space. He further highlighted that the vegetative buffer screen is important to maintaining the Town's character. Council Member Carleton is concerned the buffer screening is located on a narrow piece of land that allows for no margin of error. Council Member Carleton plans to vote against the project in the hopes the applicant will work with the town to decrease the size of units.

Mayor Owens asked if the buffer trees are closer to Park Avenue than the willows were. Crump stated the proposed trees are further away from Park Avenue.

Council Member Saade asked if the roundabout takes some land, what would be the Towns' opportunity to preserve the buffer. Crump stated a findings and conditions document can include a contingency if the right of way is taken from the property boundary.

Council Member Beckerman believes there has been an impactful change to the entrance of town. He stated he would be supportive of the project if a multi-year bond is instituted to preserve the buffer vegetation.

Council Member Rankin is supportive of requiring an additional landscaping assessment if the roundabout encroaches into the buffer. He is in favor of proceeding with the new site plan with some stipulations on landscaping.

Council Member Gerard stated the project meets the code requirements. He explained the land has a right to be developed and received a passing development code score. Council Member Gerard stated he plans to make a motion to pass the modified site plan and approve the project. Council Member Gerard read his intended motion with findings and conditions into the record.

Council Member Page inquired about the timeline for the project. Crump explained the roundabout and certificate of occupancy for employee housing on Parcel 2 must be completed before the applicant can receive certificates of occupancy for Parcel 3.

Council Member Page agrees with Council Member Carleton's comments and plans to vote against the project.

Council Member Saade concurs with Council Member Gerard. Council Member Saade is supportive of the project with findings and conditions either as outlined by Council Member Gerard or those recommended by staff.

Mayor Owens concurs with Council Member Gerard and Council Member Saade. She highlighted she feels more confident in the project knowing the applicant followed the correct process with the Tramway Board. She is supportive of a bond and suggests it includes language requiring the buffer vegetation to look like what was presented in the simulation.

Council Member Carleton suggests the town establish covenant against disturbing the buffers by homeowners once the site is built.

Crump reviewed Town Councils requested findings and conditions.

With no additional comments, Mayor Owens closed the hearing.

VIII) REPORT OF TOWN MANAGER AND STAFF

Town Manager Haynes asked Town Council to sign up for the Town of Breckenridge table at the Mountain Dreamers Fundraiser. Town Manager Haynes provided an update on the public lands letter. Haynes stated a public lands letter was not drafted because the provision was removed from the Big Beautiful Bill. Thank you letters have been drafted to send to Colorado Representatives who voted against the provision. Town Manager Haynes reminded Town Council the July 22nd Incident Command Emergency Management training is postponed and will be rescheduled. Town Manager Haynes noted the town plans to post the Police Chiefs position next week.

IX) REPORT OF MAYOR AND COUNCIL MEMBERS

A) CAST/MMC

Town Manager Haynes stated there is an MMC meeting on Thursday and there is a CAST meeting in Estes Park in August.

B) BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE

Council Member Beckerman stated there is a meeting on July 21st.

C) BRECKENRIDGE TOURISM OFFICE

Council Member Carleton stated there is a meeting on July 24th. Council Member Carleton also noted BTO hosted a brainstorming session last Thursday with the lodging community to generate ideas to address the shortfall in lodging reservations. BTO will host another brainstorming meeting this Thursday and invitations have been expanded to include restaurant and retail establishments, in addition to lodging.

D) BRECKENRIDGE HISTORY

Council Member Rankin stated there is a meeting tomorrow.

E) BRECKENRIDGE CREATIVE ARTS

Council Member Gerard stated there is a meeting later this month and there is a fundraiser Thursday night.

F) CML ADVISORY BOARD UPDATE

Council Member Saade was elected Secretary of the CML Advisory Board. Council Member Saade noted there will be no more updates until January.

G) SOCIAL EQUITY ADVISORY COMMISSION

Council Member Saade stated the commission discussed hosting a government 101 training. Council Member Saade noted Mae Watson, Town Clerk and the Municipal Services team is in the process of developing a training. Council Member Saade note the next meeting is next Wednesday and the commission will be discussing housing and elements of the Runway Project.

H) ARTS & CULTURE MASTER PLAN STEERING COMMITTEE

Council Member Beckerman stated the steering committee and Corona Insights had a meeting today that presented initial survey feedback and results. Council Member Beckerman reviewed some of the initial draft results of the survey.

Council Member Beckerman noted the Steering Committee will start focus groups in early August. He asked Council if they had any additional focus groups they would recommend. Council Member Carleton recommended a workforce focus group. Council Member Gerard recommended a second homeowner focus group. Mayor Owens recommended speaking to different Colorado Mountain College Classes to engage a younger demographic.

Mayor Kelly Owens asked when Town Council will be able to see the final survey results. Council member Beckerman stated they hope to include the certified results in an upcoming agenda packet; however, there are plans to give a formal presentation to Town Council after the focus groups are completed.

I) EVENTS

Council Member Page stated the Events Committee is meeting tomorrow. She highlighted there was a great turnout at the Cirque Mechanic Performance and there have been many positive comments about the Farmers Market.

X) OTHER MATTERS

Council Member Beckerman described the application process to the planning commission. He noted applications often change between planning and building permitting. Council Member Beckerman requested Community Development examine options where engineering comes before or concurrently to the planning process, and the planning commission can see the final product before it is approved.

Gerard encouraged everyone to look at video submitted by Angela Boeke and to continue to work to improve the noxious weed program.

Mayor Owens thanked public works and everyone who helped with the 4th of July and all the town events.

XI) SCHEDULED MEETINGS

SCHEDULED MEETINGS FOR JULY, AUGUST, AND SEPTEMBER

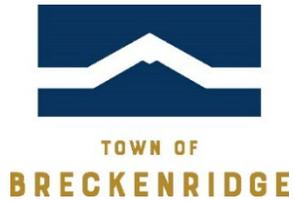
XII) ADJOURNMENT

With no further business to discuss, the meeting adjourned at 8:56 pm. Submitted by Mae Watson, Town Clerk.

ATTEST:

Mae Watson, Town Clerk

Kelly Owens, Mayor



Memo

To: Town Council
From: Keely Ambrose, Town Attorney
Shannon Haynes, Town Manager
Jessie Burley, Sustainability and Parking Manager
Date: 7/15/2025 (for 7/22/2025)
Subject: Intergovernmental Agreement to Form a Coalition to Intervene in Xcel Public Utility Commission Proceeding (Resolution)

Town Council Goals (Check all that apply)

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

Summary

Staff requests that Council consider the attached intergovernmental agreement (IGA) for the purpose of organizing a coalition to intervene in Xcel’s Mountain Energy Project proceeding before the Colorado Public Utilities Commission. The coalition will share costs associated with the intervention as set forth in Exhibit B to the proposed IGA.

Background

Xcel Energy, the primary provider of gas and electric energy to both the residences and businesses within the Town of Breckenridge, as well as the greater Summit County community, is currently engaged in a proceeding before the Colorado Public Utilities Commission seeking approval of their Mountain Energy Project. The Mountain Energy Project is Xcel’s plan for addressing the increased demand for gas and electric energy in the mountain region over the next decade. All of the Summit County communities, including the Towns of Breckenridge, Frisco, Silverthorne, Dillon, Keystone, and Blue River as well as Summit County Government, recognize that this proceeding before the PUC is a unique opportunity to engage with Xcel on critical infrastructure and energy issues, including the development of additional infrastructure to support the provision of gas and electric service to the greater Summit County community as well as the implementation of a number of community-wide goals related to the sustainability and efficiency of gas and electric energy service provided by Xcel.

Public outreach/engagement

The Towns and Summit County have been engaging on this topic for several months, since the start of the proceeding before the PUC. There was also a Mountain Energy Project public hearing on June 25th at the Senior Center in Frisco.

Financial Implications

The intervention has been underway since approximately March of 2025, with Town staff taking the lead on engaging outside consultants and participating in the PUC proceeding on behalf of all of the entities that will be entering into the IGA. Projected costs for 2025 are approximately \$200,000; the Town’s share of these costs if the IGA is adopted by all the partner entities will total approximately \$60,000.

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

Equity Lens

The Town's participation in the intervention enables it and the other partner entities to advocate for greater equity in how the costs of the Xcel Mountain Energy Project are passed on to users.

Staff Recommendation

Staff recommends that Town Council approve the IGA to officially form the coalition to intervene in the Xcel PUC proceeding and provide for the cost sharing set forth therein.

1
2 RESOLUTION NO. _____

3
4 SERIES 2025

5
6 A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH
7 SUMMIT COUNTY GOVERNMENT AND THE TOWNS OF BLUE RIVER, DILLON,
8 FRISCO, SILVERTHORNE, AND KEYSTONE TO FORM A MOUNTAIN COMMUNITY
9 COALITION TO INTERVENE IN THE XCEL MOUNTAIN ENERGY PROJECT
10 PROCEEDING BEFORE THE COLORADO PUBLIC UTILITIES COMMISSION

11
12 WHEREAS, Article XIV, Section 18(2)(a) of the Colorado Constitution and Part 2,
13 Article 1, Title 29, C.R.S., encourage and authorize the use of intergovernmental agreements for
14 the efficient and economical provision of governmental services; and

15
16 WHEREAS, the Town of Breckenridge wishes to collaborate with the Towns of Blue
17 River, Dillon, Frisco, Silverthorne, and Keystone and Summit County Government in order to
18 form a coalition for the purposes of intervention in the Colorado Public Utilities Commission
19 proceeding regarding Xcel Energy's Mountain Energy Project; and

20
21 WHEREAS, a proposed "Intergovernmental Agreement to Form a Mountain Community
22 Coalition" between the Town, Summit County Government, and the Towns of Blue River,
23 Dillon, Frisco, Silverthorne, and Keystone has been prepared, a copy of which is marked **Exhibit**
24 **"A"**, attached hereto, and incorporated herein by reference; and

25
26 WHEREAS, the Town Council has reviewed the proposed intergovernmental agreement
27 and finds and determines that it would be in the best interest of the Town to enter into such
28 agreement.

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30 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
31 BRECKENRIDGE, COLORADO, as follows:

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33 Section 1. The "Intergovernmental Agreement to Form a Mountain Community
34 Coalition" between the Town, Summit County Government, and the Towns of Blue River,
35 Dillon, Frisco, Silverthorne and Keystone (**Exhibit "A"** hereto) is approved, and the Town
36 Manager is authorized, empowered, and directed to execute such agreement for and on behalf of
37 the Town of Breckenridge.

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40 Section 2. This resolution is effective upon adoption.

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42 RESOLUTION APPROVED AND ADOPTED this ___ day of ___, 2025.
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TOWN OF BRECKENRIDGE

By: _____
Kelly Owens, Mayor

ATTEST:

Mae Watson
Town Clerk

APPROVED IN FORM

Town Attorney Date

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MOUNTAIN COMMUNITY COALITION
INTERGOVERNMENTAL AGREEMENT

Between

SUMMIT COUNTY, COLORADO, the TOWN OF BRECKENRIDGE, the TOWN OF BLUE RIVER, the TOWN OF DILLON, the TOWN OF FRISCO, the TOWN OF SILVERTHORNE, and the TOWN OF KEYSTONE COLORADO

DRAFT 7.17.25

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into this ____ of July, 2025 between SUMMIT COUNTY, COLORADO (the "County"), a body corporate and politic and political subdivision of the State of Colorado (the "State"), and THE TOWNS OF BLUE RIVER, BRECKENRIDGE, DILLON, FRISCO, SILVERTHORNE, and KEYSTONE COLORADO (the "Towns" or individually as a "Town"), home rule or statutory municipalities and political subdivisions of the State. The County and the Towns are referred to collectively herein as "the Parties" or individually as "a Party."

WHEREAS, pursuant to title 29, article 1, part 2, Colorado Revised Statutes, as amended (the "Intergovernmental Relations Statute"), and Article XIV, Section 18 of the State Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility; and

WHEREAS, Xcel Energy, also known as Public Service Company of Colorado ("PSCo"), is the primary provider of electricity and natural gas to the greater Summit County community, including to the residents, businesses, and visitors of all of the Parties; and

WHEREAS, PSCo has commenced a proceeding, case number 25A-0044EG (the "Proceeding"), before the Colorado Public Utility Commission ("Commission") for approval of its Mountain Energy Project ("Project"), which Project is PSCo's plan for energy infrastructure improvements necessary to continue providing electric power, gas, and utility services to the Parties; and

WHEREAS, each Party will be affected by the Project in that each Party has an interest in ensuring that power is delivered to its residents, businesses, and visitors in a sustainable and affordable manner; and

WHEREAS, the Parties interests are thus aligned to the extent that they have agreed to form a coalition for the purposes of intervening in PSCo's Proceeding before the Commission, such intervention to be known as the "Endeavor", which coalition is named the Mountain Community Coalition ("Coalition"); and

WHEREAS, the Town of Breckenridge ("Breckenridge") has engaged legal counsel, Sarah M. Keane and Sarah C. Judkins, of Kaplan Kirsch LLP ("Counsel"), for the purpose of representing the Coalition in the Proceeding; and

WHEREAS, Breckenridge has also engaged a consultant, Synapse Energy Economics Inc. ("Synapse"), for the purpose of providing expert analysis and testimony in the Proceeding; and

WHEREAS, Counsel has filed a Motion to Intervene in the Proceeding ("Motion"), attached hereto as Exhibit A and incorporated herein, which Motion further details the interests of the Parties and sets forth the factual basis for the Coalition's participation in the Proceeding; and

WHEREAS, the Parties desire to set forth the parameters for the Coalition's participation in the Proceeding, including the sharing of costs, all as set forth more fully in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Coalition. The Parties agree that together they constitute the Mountain Community Coalition for the sole purpose of participating in the Proceeding on the bases set forth in Exhibit A.

Section 2. Designation of Main Point of Contact. The Parties agree that the Town of Breckenridge Sustainability Manager, Jessie Burley (“Burley”), will be the main point of contact between the Coalition and Counsel and Synapse. Burley will make best efforts to provide timely and comprehensive information to the designated Coalition representatives in order to enable the Parties to make decisions and provide input as needed to ensure that the Coalition is accurately and capably represented in the Proceeding.

Section 3. Party Responsibilities. The Parties agree that they will cooperate and collaborate regarding the Endeavor. This includes but is not limited to:

- a. Each Party will designate a representative who will respond to requests for input and/or information and is empowered to communicate on behalf of the Party;
- b. Each Party representative will timely respond for such requests for input and/or information;
- c. Each Party will endeavor to have their Party representative attend scheduled Coalition meetings;
- d. Each Party will timely pay their share of the Coalition Expenses, as defined more fully below.
- e. To the extent a Party engages with Counsel or Synapse as part of its participation in the Coalition, such Party agrees to be mindful of additional costs that such engagement may incur. If a Party incurs significant additional costs in addition to the estimates provided below, such Party will be solely responsible for paying those costs.
- f. This Agreement will not prohibit any Party from engaging with the press or otherwise publicly speaking on the Proceeding; provided, however:
 - a. Each Party acknowledges that, unless otherwise decided by the Parties, each Party speaks on its own behalf and not on the behalf of the Coalition;
 - b. Each Party acknowledges that the Endeavor is a legal proceeding and speaking on various matters central to the Proceeding may affect the outcome of the Proceeding and, consequently, the Endeavor.
- g. A Party may engage other outside consultants to assist in its participation in the Coalition; provided, however, that absent an amendment to this IGA, such outside consultants are not empowered to speak or act on behalf of the Coalition.

Section 4. Coalition Expenses. Initial estimates from Counsel and Synapse calculated the cost of the Endeavor to be between \$60,000 and \$120,000 for Counsel’s assistance and approximately \$80,000 for Synapse’s assistance with the Proceeding (“Coalition Expenses”). Counsel’s agreement with Breckenridge is based on an hourly billing structure for attorneys and paralegals. Synapse’s agreement with Breckenridge has a not to exceed amount of \$83,540. The Parties agree to split the Coalition Expenses as set forth in Exhibit B. Breckenridge will invoice each Party at regular intervals. Parties agree to pay such invoices within 60 days of receipt.

Section 5. Coalition Goals. The Parties acknowledge that their interests are currently aligned and are reflected in Exhibit A. Additionally, the Parties agree that the Coalition has the following goals with respect to the Endeavor:

- a. The Coalition seeks to require PSCo to broaden its efforts to reduce user reliance on natural gas and encourage electrification;
- b. The Coalition seeks to reduce the cost of PSCo's planned improvements to the Coalition's citizens and ensure that such costs are equitably allocated;
- c. The Coalition seeks to influence PSCo's LNG siting to reduce the environmental impacts of such infrastructure on the Coalition's citizens and on the ecosystems which form the basis for the Coalition's economy; and
- d. The Coalition seeks to generally represent the interest of the Coalition's citizens in the Proceeding in response to the positions of other parties to the Proceeding and of the Commission.

Section 6. Decision Making. The Parties shall cooperate in good faith when determining positions that the Coalition will advance in the Proceeding and for any other decisions necessary to the success of the Endeavor. In the event there is disagreement amongst the Parties as to a decision necessary for the Coalition to proceed, including decisions regarding additional financial expenditures, a majority vote of all the Parties will determine the final decision. For the avoidance of doubt, each Party will have one vote as it pertains to decision making under this Section.

Section 7. Confidentiality.

a. In compliance with the Commission's rulings on certain requests by PSCo in the Proceeding, Counsel, Synapse, Burley, and one designee of Summit County ("County") have signed highly confidential non-disclosure agreements ("HC NDAs") in order to be able to access certain information designated as "highly confidential" for purposes of the Proceeding. It is critical that the Parties understand and acknowledge that the purpose of the HC NDAs are to enable the Coalition to adequately participate in the Proceeding and not for any other purpose. Sharing information designated as "highly confidential" in the Proceeding by the signors of the HC NDAs with anyone who has not signed an HC NDA is strictly prohibited, even within their own organizations.

b. Counsel, Synapse, and members of the Coalition will also have signed additional non-disclosure agreements ("NDAs") in order to be able to access certain information designated as "confidential" (but not "highly confidential") for purposes of the Proceeding. It is critical that the Parties understand and acknowledge that the purpose of the NDAs are to enable the Coalition to adequately participate in the Proceeding and not for any other purpose. Sharing information designated as "confidential" in the Proceeding by the signors of the NDAs with anyone who has not signed an NDA is strictly prohibited, even within their own organizations.

Section 8. Amendment of Agreement; Additional Parties.

a. Except as otherwise provided in this Section, this Agreement may be modified or amended only by a duly executed written agreement with the express approval of the governing bodies of all Parties.

b. This Agreement may be amended to add one or more additional incorporated Town

Parties upon passage of an ordinance or resolution of the additional Party's governing body approving of this Agreement.

Section 9. Term and Termination of Agreement.

a. Effective Date. The term of this Agreement shall begin when Breckenridge and at least one other Party has executed this Agreement.

b. Termination. The term of this Agreement shall end when Breckenridge and at least one other Party are not willing to remain as Parties to this Agreement.

c. The participation of any Party to this Agreement shall terminate upon the provision by the Party to Breckenridge of a written notice of termination. The termination is effective on the date the notice is actually received by Breckenridge. Any Party terminating under this Section 9(c) will be responsible for paying its share of the Coalition Expenses incurred up until the date of termination.

Section 10. Execution and Performance of Agreement in Accordance with Law. Each Party hereby represents to each other Party that it has adopted and executed this Agreement in accordance with applicable law. Each Party shall perform their respective obligations in accordance with all applicable laws, rules and regulations, including such rules or orders as may be promulgated by the Commission.

Section 11. Responsibility and Indemnification. All actions or omissions by any Party, including their respective representatives, employees, agents, volunteers or officials, shall be the sole responsibility of the respective Party. Accordingly, each Party shall fully indemnify, to the extent permissible under Colorado law, all other Parties for any damages, claims, costs, expenses, cause of action or liability of any manner, including without limit reasonable attorney's fees, arising out of or relating to the acts or omissions of such Party. The Parties understand and agree that liability for claims for injuries to persons or property arising out of the actions or omissions of any Party is controlled and limited by the provisions of the Colorado Governmental Immunity Act ("Immunity Act") title 24, article 10, Colorado Revised Statutes, as now or hereafter amended and that the Parties do not intend to waive by any provision of this Agreement the liability limitations or any other right, immunity or protection afforded by the Immunity Act or as may otherwise be afforded by law. The indemnity obligations of this Section shall survive the termination of this Agreement.

Section 12. Dispute Resolution.

a. The Parties shall attempt to informally resolve all disputes and claims arising from or related to this Agreement, beginning first with discussions among affected Town(s) and County staff, and if not resolved, escalating to discussions between the applicable Town Manager(s) and County Manager, and ultimately to the Town Council(s) and Board of County Commissioners.

b. Any and all disputes and claims arising from or related to this Agreement that are not resolved pursuant to Section (a), above shall thereafter be submitted to mediation. The affected Parties shall share equally the mediator's fees and costs associated with the mediation, and each Party shall pay its own fees, costs, and expenses related to the mediation. If the dispute is not resolved by mediation, any affected Party may commence a Court proceeding, with jurisdiction

and venue residing exclusively in the Summit County District Court. Each Party waives its right to have such dispute decided by jury trial. The prevailing Party(s) shall be awarded its reasonable attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in collecting or executing upon any judgment, order, or award.

c. In the event that the County or a Town defaults in the performance of any of the duties and responsibilities under this Agreement, the non-defaulting Party shall be limited to the remedies of specific performance and mandamus. Prior to exercising such remedies, the non-defaulting Party shall give written notice to the other party of the nature of the claimed default and declare that such default must be cured within thirty (30) days from the date notice is given.

Section 13. Parties in Interest. Nothing expressed or implied herein is intended or shall be construed to confer upon any person other than the Parties any right, remedy or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the Parties.

Section 14. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of an elected or appointed official, officer, agent, servant or employee of any Party in his or her individual capacity.

Section 15. Notices. Except as otherwise provided in this Agreement, all notices or other communications by any Party shall be in writing, shall be given in a reasonable time and shall be deemed given when actually received. Notice to the Parties shall be given to the address listed on Exhibit A, attached and incorporated herein, and may also be delivered in electronic form by electronic mail to the addresses listed on Exhibit A.

Section 16. Severability. If any clause, provision, subsection, or Section of this Agreement shall be held to be invalid, illegal or unenforceable for any reason, the Agreement shall be reformed to the extent necessary to reflect the intent and purpose of the original agreement or the Parties may terminate this Agreement.

Section 17. Interpretation. Because this Agreement is the result of mutual negotiation and drafting, in the event this Agreement is deemed to be ambiguous or vague, the Parties agree that the rule of construction that "ambiguities shall be construed against the drafter" shall not apply. In the event of any conflict between the Act, the Intergovernmental Relations Statute or any other law with respect to the exercise of any such power, the provision that permits the broadest exercise of the power consistent with the limitations set forth in this Agreement shall control. The laws of the State shall govern the construction and enforcement of this Agreement.

Section 18. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement. Electronic or scanned signatures shall be valid and acceptable for all purposes.

Section 19. Annual Appropriation. Pursuant to Article X, Section 20 of the Colorado Constitution and Section 29-1-110, C.R.S., each Party's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations will

be made in the sole discretion of each Party's governing body.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties effective as of the date set forth above.

TOWN OF BRECKENRIDGE

By: _____
Kelly Owens, Mayor

ATTEST:

By: _____
Town Clerk

SUMMIT COUNTY, COLORADO

By: _____
Eric Mamula, Chair

ATTEST:

By: _____
Clerk and Recorder

TOWN OF BLUE RIVER

By: _____
Nick Decicco, Mayor

ATTEST:

By: _____
Town Clerk

TOWN OF DILLON

By: _____
Carolyn Skowyra, Mayor

ATTEST:

By: _____
Town Clerk

TOWN OF FRISCO

By: _____
Rick Ihnken, Mayor

ATTEST:

By: _____
Town Clerk

TOWN OF KEYSTONE

By: _____
Kenneth D. Riley, Mayor

ATTEST:

By: _____
Town Clerk

TOWN OF SILVERTHORNE

By: _____
Ann-Marie Sandquist, Mayor

ATTEST:

By: _____
Town Clerk

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

PROCEEDING NO. 25A-0044EG

IN THE MATTER OF THE APPLICATION OF PUBLIC SERVICE COMPANY OF COLORADO FOR APPROVAL OF THE MOUNTAIN ENERGY PROJECT AND ASSOCIATED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY (CPCN) FOR SUPPLEMENTAL SUPPLY.

MOTION TO INTERVENE OF THE MOUNTAIN COMMUNITY COALITION

The Towns of Breckenridge, Frisco, Dillon, Silverthorne, Keystone, and Blue River, and Summit County (the “County”) (collectively, the “Mountain Community Coalition”),¹ through undersigned counsel, respectfully moves for leave to intervene as a party in the above-captioned proceeding pursuant to Rule 1401 of the Public Utilities Commission’s (“Commission’s”) Rules of Practice and Procedure, 4 CCR 723-1. Counsel for the Mountain Community Coalition has conferred with Public Service Company of Colorado (the “Company”) as the applicant in this proceeding regarding this Motion to Intervene; the Company has indicated it does not oppose this motion.

In support of this Motion, the Mountain Community Coalition states as follows:

1. **Identification of the Moving Party.** Breckenridge is a home rule municipality incorporated in 1880 and has a population of over 5,000 year-round residents. Frisco is a home rule municipality, incorporated in 1880, with a population of nearly 3,000 year-round residents. Dillon is a home rule municipality, incorporated in 1883, with a population of approximately 1,000 year-round residents. Silverthorne is a home rule municipality, incorporated in 1967, with a population of approximately 4,500 year-round residents. Keystone is a home rule municipality,

¹ The Town of Breckenridge and Summit County are in communications with other nearby communities that are served by the Eastern Mountain Gas System or otherwise would be impacted by the Company’s Project that may wish to join the Mountain Community Coalition at a future date. If other communities wish to join Mountain Community Coalition at a later date, the Mountain Community Coalition would so move at the appropriate time.

incorporated in 2024, with approximately 1,500 year-round residents. Blue River is a statutory town, incorporated in 1964, with fewer than 1,000 year-round residents. Breckenridge, Frisco, Dillon, Silverthorne, Keystone, and Blue River are all within Summit County.

The County, established in 1861, has a year-round population of nearly 28,000 residents. The County includes seven municipalities (Blue River, Breckenridge, Dillon, Frisco, Keystone, Montezuma, and Silverthorne). Surrounded by public lands, Summit County sees significant annual tourism specifically for its recreational opportunities, natural beauty and clean landscapes. This amounted to \$1.2B in travel spending in 2023 making the environment an important economic driver for the region. Each member of the Mountain Community Coalition and their residents may be impacted by implementation of the Company's Mountain Energy Project ("Project"), by the location of natural gas supplemental supply facilities in their communities and the implementation, and potential opportunities, of the non-pipeline alternatives portfolio to increase gas demand-side management ("DSM") and beneficial electrification ("BE") measures in their communities.

2. **Request for Party Status.** The Mountain Community Coalition seeks leave to intervene to review the Company's Project and to protect their residents' environmental, health, and economic interests that may be affected by the outcome of this proceeding. The Mountain Community Coalition intends to examine several issues raised by the Project, including the potential addition of energy infrastructure in and around their communities, prioritization of measures that reduce gas consumption, and sustainability of energy production and distribution in the context of larger air quality and environmental concerns. The Mountain Community Coalition reserves the right to raise additional issues as warranted by evidence and positions of other parties.

3. **Timeliness of Intervention.** On January 16, 2025, the Company filed its application for approval of the Project and associated Certificate of Public Convenience and

Necessity (“CPCN”) for CNG and LNG supplemental supply. On January 17, 2025, the Commission filed a Notice of Application Filed and established a 30-day deadline for motions to intervene.² The Mountain Community Coalition’s intervention in this proceeding is timely. Given the early stage of this proceeding, no party will be prejudiced by the Mountain Community Coalition’s intervention.

4. **Standard for Permissive Intervention.** The Public Utilities Law and Commission Rules establish the standards for obtaining party status in a Commission proceeding. Section 40-6-109(1)(a)(I), C.R.S., requires that:

At the time fixed for any hearing before the commission, any commissioner, or an administrative law judge or at the time to which the hearing may have been continued, the following persons are entitled to be heard, examine and cross-examine witnesses, and introduce evidence: (A) The applicant; (B) The petitioner; (C) The complainant; (D) The person, firm, or corporation complained of; (E) Such persons, firms, or corporations as the commission may allow to intervene; (F) Such persons, firms, or corporations as will be interested in or affected by any order that may be made by the commission in such proceeding and who shall have become parties to the proceeding.

5. In addition, Commission Rule 1401(c) states that:

A motion to permissively intervene shall state the specific grounds relied upon for intervention; the claim or defense within the scope of the Commission’s jurisdiction on which the requested intervention is based, including the specific interest that justifies intervention; and why the filer is positioned to represent that interest in a manner that will advance the just resolution of the proceeding. The motion must demonstrate that the subject proceeding may substantially affect the pecuniary or tangible interests of the movant (or those it may represent) and that the movant’s interests would not otherwise be adequately represented.

6. Pursuant to Rule 1401(c), an intervenor must demonstrate four factors for intervention to be warranted: (1) identify the specific interest that justifies intervention;

² Colo. Pub. Util. Comm’n, Notice of Application Filed, Proceeding No. 25A-0044EG (Jan. 17, 2025).

(2) demonstrate that the intervenor will represent that interest in the proceeding; (3) explain how the proceeding will substantially impact its pecuniary or tangible interests; and (4) explain why its interests are not adequately represented by other parties. The Mountain Community Coalition meets each requirement.

7. **Identification of Specific Interests that Justify Intervention.** The Mountain Community Coalition, in its own right and on behalf of its residents, has developmental, environmental, and economic interests in the outcome of this proceeding. The Mountain Community Coalition seeks leave to intervene to protect its residents' interests in this proceeding, including focusing on a transition to electrification (and away from natural gas usage) and, to the extent additional gas infrastructure is needed during the transition, the impact of additional energy infrastructure on communities and the health of residents, which may be affected by the Project. The Mountain Community Coalition represents many of the communities served by the Company's Eastern Mountain Gas System and includes the two communities that the Company has identified for the development of supplemental supply of CNG and LNG.

8. The Mountain Community Coalition's concerns include the development of additional infrastructure within jurisdictional limits of its members as part of implementing the Project. The Mountain Community Coalition understands the need for new or modified energy infrastructure to deliver both electricity and gas to their residents but has an interest in ensuring that the infrastructure is developed in a way that balances different interests, such as environmental preservation and residents' quality of life.

9. The Mountain Community Coalition's environmental concerns are two-fold. First, the Mountain Community Coalition is committed to protecting the health and safety of its residents, including reducing residents' exposure to air pollution associated with the use of fossil

fuels and construction of local fuel distribution facilities. Second, Breckenridge, Frisco, Dillon, Silverthorne, and the County each have formally adopted goals related to reducing greenhouse gas emissions 50 percent by 2030 and 80 percent by 2050 and/or reaching 100% renewable electricity by 2035.³ To that end, the communities in the Mountain Community Coalition have taken significant steps toward advancing policy and practice that help meet those goals including all-electric net-zero workforce housing and municipal projects, renewable energy mitigation for outdoor heating, fleet electrification, adoption of sustainable building codes, and homeowner and business rebates for energy efficiency, electrification and renewable energy. The implementation of the Project will contribute to reaching those goals.

10. In addition, the Mountain Community Coalition's economic interests center around residents' affordable access to energy and opportunities to reduce reliance on natural gas at a fair and reasonable cost. The Project provides an opportunity for the Mountain Community Coalition's residents to make implementing BE measures and using less natural gas more accessible and less costly.

11. The economies of the Mountain Community Coalition are heavily reliant on the tourism industry, which is centered around outdoor recreation and the four ski areas, the thousands of acres of national forest, and the large reservoir known as Lake Dillon, all located within the boundaries of the County. As discussed above, travel spending in Summit County was \$1.2B in 2023, contributing significantly to the economies of the Mountain Community Coalition. The

³ See SustainableBreck, *Energy*, <https://plan.sustainablebreck.com/energy/>; Town of Frisco, *An Energy Action Plan for Town of Frisco*, at 3-4, <https://library.municode.com/co/frisco/munidocs/munidocs?nodeId=6ba6139fe71e7>; Town of Dillon, Resolution No. 17-19 (adopting the Summit Community Climate Action Plan); Town of Silverthorne, *Silverthorne Sustainability Strategic Plan* at 10, <https://www.silverthorne.org/home/showpublisheddocument/1675/638604561918670000>; Summit County, *Sustainability*, <https://www.summitcountyco.gov/services/sustainability/index.php>.

Coalition has a vested interest in ensuring the continued preservation and protection of the large, natural, and undeveloped areas that form the basis for the area's economy.

12. The Mountain Community Coalition seeks to intervene in this proceeding to present these interests and inform an approach to implementing the Project that prioritizes reducing reliance on natural gas, increasing opportunities for affordable access to BE measures, considering implementation of thermal energy networks ("TENs"), and developing additional gas infrastructure in their communities in a manner that protects health and the environment.

13. **Demonstration that the Mountain Community Coalition will Represent its Interests in this Proceeding.** The Mountain Community Coalition will represent the identified interests above, both as local government entities and on behalf of residents, in two key ways. First, the Mountain Community Coalition will seek to ensure that implementation of the Project is informed by the specific and local developmental, environmental, and economic interests listed above. The Mountain Community Coalition members are the most appropriate entities to understand and communicate those concerns, as well as identify and/or facilitate solutions to ameliorate those concerns, because they represent the geographic area that the Project will impact. Second, the Mountain Community Coalition will collaborate with the Company and other parties to help implement the Project in an appropriate manner, such that its residents' health, access to a transition away from natural gas, and its communities are meaningfully considered.

14. **How this Proceeding Will Substantially Impact the Mountain Community Coalition's Stated Interests.** As noted above, the Mountain Community Coalition prioritizes its residents' access to a transition away from natural gas usage, appropriate investments in its communities, and environmental health. The Commission has long recognized that environmental interests and environmental protection are tangible interests pursuant to Commission Rule 1401(c).

The Mountain Community Coalition has a substantial, tangible interest in reducing the reliance on fossil fuels to reduce emissions of conventional pollutants and climate change-causing pollutants, especially carbon dioxide and methane, affecting its residents. The Mountain Community Coalition's tangible interests in protecting the environment, public health, and air quality will be impacted by this proceeding, because the Project involves development of energy infrastructure (gas and electric) in and around the Mountain Community Coalition's members and could potentially accelerate a transition away from natural gas usage through BE measures. In addition, the Mountain Community Coalition has a pecuniary interest in this proceeding, because the Project, as proposed, would provide additional incentives for BE opportunities, which can provide short- and long-term utility bill cost savings to the Mountain Community Coalition's residents and to facilities owned or operated by the Mountain Community Coalition's members.

15. **Lack of Adequate Representation by Other Parties.** The Mountain Community Coalition's interests will not be adequately represented by any other party in this proceeding. Commission Rule 1401(c), which sets forth the standard for permissive intervention, requires, *inter alia*, that a movant demonstrates its interests would not be adequately represented if it were not allowed to intervene. The Mountain Community Coalition has interests, concerns, and perspectives that are unique to its communities and residents because it represents many of the communities served by the Eastern Mountain Gas System and the two communities in which the Company proposes to develop CNG and LNG supplemental supply. No party of record or party which may intervene will adequately represent the Mountain Community Coalition's interests in this proceeding.

16. In interpreting its rules related to practice and procedure, the Commission may rely on guidance from the Colorado Rules of Civil Procedure (“C.R.C.P.”).⁴ C.R.C.P. Rule 24(a) permits a court to deny a proposed intervenor’s motion to intervene if its interests are adequately represented by existing parties. To determine the adequacy of representation, the Colorado Supreme Court applies three categories:

(1) If the interest of the absentee is not represented at all, or if all existing parties are adverse to the absentee, then there is no adequate representation. (2) On the other hand, if the absentee’s interest is identical to that of one of the present parties, or if there is a party charged by law with representing the absentee’s interest, then a compelling showing should be required to demonstrate why this representation is not adequate. (3) But if the absentee’s interest is similar to, but not identical with, that of one of the parties, a discriminating judgment is required on the circumstances of the particular case, although intervention ordinarily should be allowed unless it is clear that the party will provide adequate representation for the absentee.⁵

18. Two governmental organizations, Colorado Energy Office (“CEO”), and the Office of the Utility Consumer Advocate (“UCA”), have moved to intervene pursuant to statute. Neither of those parties has interests that are identical to the Mountain Community Coalition, nor, to the extent that there is any overlap in interest, will either provide adequate representation of the Mountain Community Coalition’s residents or their unique interests, needs, and concerns.

19. The UCA will not adequately represent the Mountain Community Coalition’s interests. The UCA is statutorily charged with representing residential, small business, and agricultural consumers’ interests across the State, with a focus on the general public interest in proceedings that will impact a public utility’s rates and charges.⁶ While UCA’s interests are

⁴ Commission Rule 1001.

⁵ *Concerning Application for Underground Water Rights*, 304 P.3d 1167, 1170–71 (Colo. 2013) (citing *Cherokee Metro. Dist. v. Meridian Serv. Metro. Dist.*, 266 P.3d 401, at 407 (Colo. 2011)).

⁶ § 40-6.5-104(1), C.R.S.

appropriately broad, the Mountain Community Coalition's interests and advocacy in this proceeding are more narrow in focus and focused on impacts specific to their communities, including prioritizing access to affordable BE to transition away from the use of natural gas; and protecting its own residents from overdevelopment and air pollution in the construction and use of the CNG and LNG supplemental supply. Moreover, the Mountain Community Coalition's interest in and commitment to electrification and reducing use of natural gas in and around their communities is distinct from that of UCA's. Simply put, the UCA's interests are not identical to the Mountain Community Coalition's and UCA cannot represent the Mountain Community Coalition's interests in this proceeding.

20. Similarly, the CEO will not adequately represent the Mountain Community Coalition's interests. While, the CEO's statutory mission includes many general provisions which the Mountain Community Coalition supports, including "[p]rotect[ing] the environment,"⁷ it is a department within the Governor's office working on energy issues with a broad public interest mandate. CEO's interests are not identical to the Mountain Community Coalition's specific and unique interests. Indeed, CEO has represented to this Commission that "CEO does not and cannot represent the interests of any other organization before the Commission," because CEO represents the interests of the "current administration."⁸ In addition, while CEO must, by its nature, consider energy programs throughout the entire state, the Mountain Community Coalition is focused solely on impacts within and affecting their jurisdictional limits.

21. Finally, the Mountain Community Coalition recognizes that other local governments and environmental organizations have moved to intervene, including the Southwest

⁷ § 24-38.5-101, C.R.S.

⁸ CEO's Concurrence with Western Resource Advocates' Motion Contesting Decision No. R20-0094-I, Docket No. 19A-0660E (mailed Mar. 2, 2020).

Energy Efficiency Project (“SWEEP”). However, the Mountain Community Coalition holds a unique perspective that is distinct from other parties that regularly participate in Commission proceedings, and other municipalities or environmental organizations could not represent the Mountain Community Coalition’s interests. The Mountain Community Coalition represents the interest of the communities that will be most impacted by the Project due to their geographic locations. However, the Mountain Community Coalition plans to closely coordinate with other municipalities, and potentially other parties, on motions, responses, and other pleadings to the extent the Mountain Community Coalition’s interests align with such other parties.

22. **Claims.** The Mountain Community Coalition’s claims may rely on prior Commission orders, associated rulemakings, underlying statutes, and judicial decisions regarding the development of energy infrastructure, associated health risks, residents’ access to alternative energy sources, and related issues. At this time, the Mountain Community Coalition has not fully determined the nature and quantity of evidence it will bring forward in this proceeding and reserves the right to raise other issues and rely on other evidence. With this intervention, the Mountain Community Coalition will not delay this proceeding and will seek to conduct the proceeding efficiently.

23. **Service and Entry of Appearance.** The Mountain Community Coalition requests that all documents be served on the following:

Keely Ambrose
Town Attorney
Town of Breckenridge
150 Ski Hill Road, PO Box 168
Breckenridge, CO 80424
Telephone: 970.547.3117
Facsimile: 970.547.3128
keelya@townofbreckenridge.com

Jessica Burley
Sustainability & Parking Manager
Town of Breckenridge
1095 Airport Rd, PO Box 168
Breckenridge, CO 80424
Telephone: 970.547.3110
Email: jessieb@townofbreckenridge.com

Sarah C. Judkins
Sarah M. Keane
Kaplan Kirsch LLP
1675 Broadway, Suite 2300
Denver, CO 80202
Telephone: 303.825.7000
Facsimile: 303.825.7005
sjudkins@kaplankirsch.com
skeane@kaplankirsch.com

24. In addition, the Mountain Community Coalition hereby enters the appearances of Sarah Judkins and Sarah Keane, with the contact information listed immediately above.

WHEREFORE, the Mountain Community Coalition respectfully requests that the Commission issue an order granting its motion to intervene in the above-captioned proceeding and that the Mountain Community Coalition be allowed to participate with full rights as a party.

Dated this 18th day of February 2025.

/s/ Sarah Judkins
Sarah Judkins #48406
Sarah M. Keane # 51109
Kaplan Kirsch LLP
1675 Broadway, Suite 2300
Denver, CO 80202
Telephone: 303.825.7000
sjudkins@kaplankirsch.com
skeane@kaplankirsch.com

Attorneys for the Mountain Community Coalition

CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of February 2025, a copy of the **MOTION TO INTERVENE OF THE MOUNTAIN COMMUNITY COALITION** in Proceeding No. 25A-0044EG was e-filed with the Colorado Public Utilities Commission through the Commission's E-Filing system and a copy was thereby served upon all parties shown on the Commission's certificate of service accompanying such filing.

/s/ William Trull _____
William Trull
Paralegal
Kaplan Kirsch LLP
1675 Broadway, Suite 2300
Denver, CO 80202
Telephone: 303.825.7000
btrull@kaplankirsch.com

Exhibit B

Percentage Share and Estimated Jurisdiction Funding Obligations

	% Funding (GHGs, Commercial & Residential Customer)	Estimated Cost
Breckenridge	30.09%	\$61,248
Summit County	38.83%	\$79,031
Silverthorne	10.57%	\$21,515
Frisco	9.09%	\$18,507
Dillon	3.38%	\$6,881
Keystone	7.23%	\$14,713
Blue River	0.81%	\$1,645
Total	100%	\$203,540



Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Director of Community Development
Date: July 16, 2025
Subject: Planning Commission Decisions of the July 15, 2025 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, July 15, 2025:

CLASS A APPLICATIONS:

1. [BGV Entrada Parcel 7 Employee Housing, 11030 State Hwy 9, PL-2024-0500:](#)
A proposal to construct 40 deed restricted, one-bedroom, workforce housing units in one building at the northeast corner of CO Highway 9 and Huron Road, with access off Highway 9. *Approved, see second memo.*

CLASS B APPLICATIONS: None.

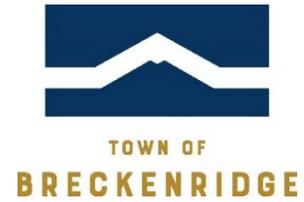
CLASS C APPLICATIONS:

1. [232 Morning Star Residence, 232 Morning Star Drive, PL-2025-0167:](#)
A proposal to construct a new single family residence with 7,090 sq. ft. of density, with 5 bedrooms, 5.5 bathrooms, and a three vehicle garage. *Approved.*
2. [Cirillo Cedars Townhome Addition, 505 Village Rd. Unit 8R; PL-2025-0171:](#)
A proposal to add 472 sq. ft., finish loft area to create a third bedroom and third bathroom, expansion of kitchen level, and reconfiguration of exterior front windows and front entry shed roof. *Approved.*
3. [Gastman Duplex Addition, 18 Timber Hill Drive, PL-2025-0176:](#)
A proposal for an addition of 902 sq. ft. to an existing 3,026 sq. ft. duplex residence with 5 bedrooms, 4 bathrooms, and a one-car garage. *Approved.*

TOWN PROJECT HEARINGS: None.

OTHER: None.

Memo



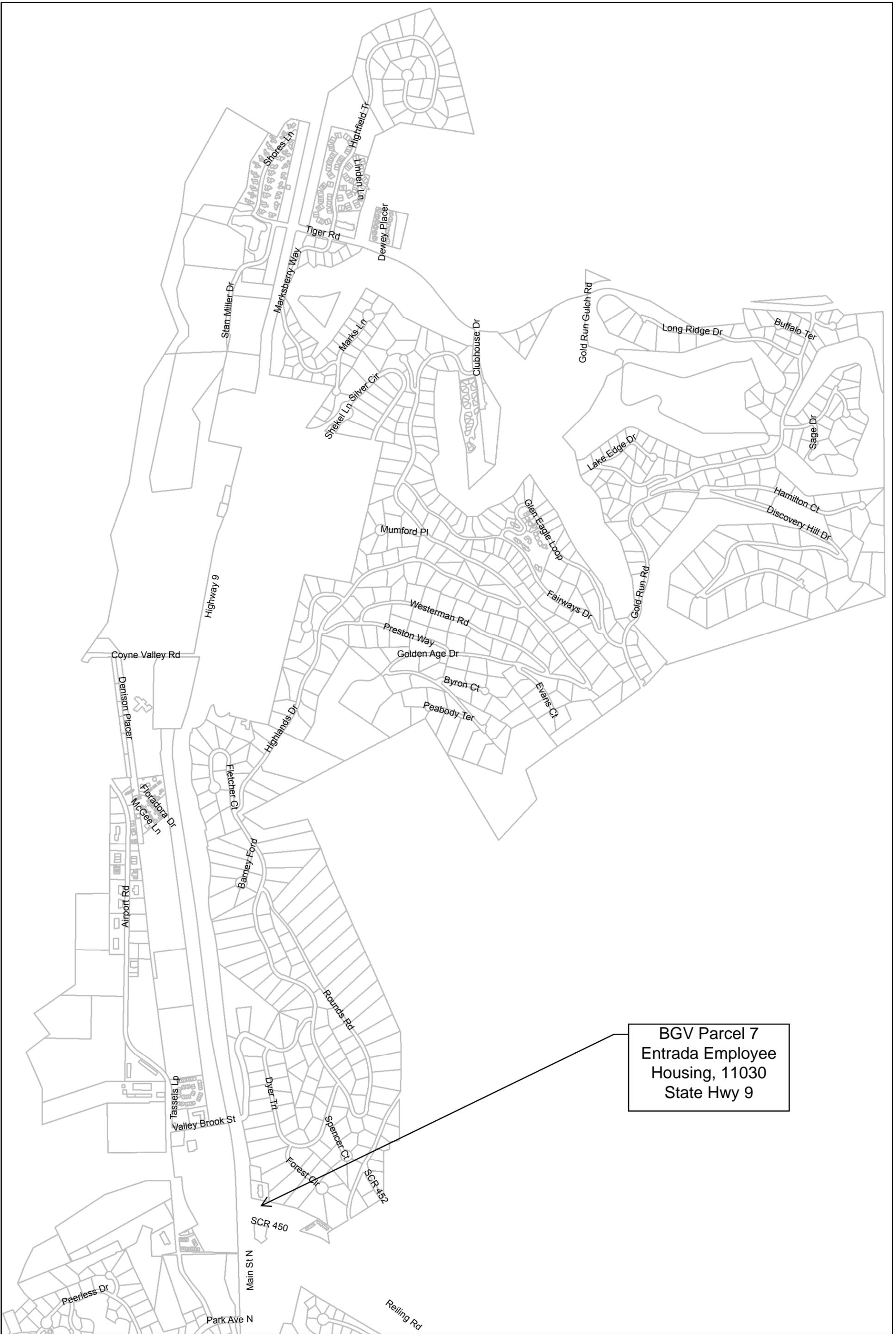
To: Town Council
From: Sarah Crump, Senior Planner
Date: July 16, 2025 for meeting of July 22, 2025
Subject: BGV Entrada Parcel 7 Employee Housing, 11030 State Highway 9; PL-2024-0500
Planning Commission Approval Summary

A Final Hearing for the BGV Entrada Parcel 7 Employee Housing project located at 11030 State Highway 9, was held by the Planning Commission on July 15, 2025. The application proposes to construct 40 deed-restricted, one-bedroom, workforce housing units in one building at the northeast corner of the site. The property is subject to recently approved Development and Annexation Agreements between the applicants and the Town. The Development and Annexation Agreements provisions supersede the Land Use Guidelines and Development Code regarding land use, density, mass, height, and parking requirements.

The Commission found the proposal complied with all applicable Absolute Policies and received a passing score of zero (0) points under the Relative Policies at this final hearing. The Commission approved the project with a motion that passed 7 to 0.

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

[Link to the Planning Commission Packet](#)



BGV Parcel 7
 Entrada Employee
 Housing, 11030
 State Hwy 9

PLANNING COMMISSION MEETING

The regular meeting was called to order at 5:30 pm by Vice Chair Propper.

ROLL CALL

Mike Giller	Mark Leas	Allen Frechter	Matt Smith
Ethan Guerra – remote	Elaine Gort	Susan Propper	

APPROVAL OF MINUTES

With no changes, the June 17, 2025 Planning Commission Minutes were approved.

APPROVAL OF AGENDA

With no changes, the July 15, 2025 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- No public comments.

CONSENT CALENDAR:

1. 232 Morning Star Residence (EM), 232 Morning Star Drive, PL-2025-0167
2. Cirillo Cedars Townhome Addition (SVC), 505 Village Road Unit 8R, PL-2025-0171
3. Gastman Duplex Addition (EM), 18 Timber Hill Drive, PL-2025-0176

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

FINAL HEARINGS:

1. BGV Parcel 7 Entrada Employee Housing (AB), 11030 State Hwy 9, PL-2024-0500
Ms. Brackett presented a proposal to construct 40 deed-restricted, one-bedroom, workforce housing units in one building at the northeast corner of CO Highway 9 and Huron Rd., with access off Highway 9.

Commissioner Questions / Comments:

- Mr. Frechter: How do the emergency bollards work? Who controls them? (Ms. Brackett: The Applicant can speak to that.) Is there enough room for people who mistakenly try to turn into the project from Huron to do a U-turn and get back out at the drive access for the storage facility? (Amelia: Yes, there is room.)
- Ms. Gort: There does not seem to be anywhere for residents to sit outside. With forty residential units, it'd be nice to have some kind of outdoor space. (Amelia: The site is very constrained. At the very least, we wanted to make access to nearby trails, safe crossings, and sufficient buffering at the corner of the intersection.) I would like to see a bench or something somewhere for future residents.
- Mr. Giller: I think Elaine's question has a lot of merit. I look forward to hearing from the applicant.

Mr. Graham Frank, Breckenridge Grand Vacations: The fire department will control the keys in the future to the breakaway bollards. In the event of emergency, they'll just knock them down, and then you can re-install the latch. But the keys are turned over at CO. In terms of Elaine's questions, the landscape plan shows the picnic table highlighted at the south end of the site. That area got reduced because we had to move the dumpster to that side, but we still did still keep that area outside. We believe that this is a huge community benefit and something that's needed. We're excited about it. We've been here to talk to you about a few big and glamorous projects over the last couple of months. But this is the one that maintains the heartbeat of the community with places for people to live and stepping stone living. These units are designed for the small family of 3 or the growing family to be in and step through and out of these units. A place where a person can move in, have ownership, and then move on but be comfortable for a number of years. This makes us really excited about the project. I think the feedback we have gotten and worked

through on a very constrained site has made a meaningful impact. I think it's a site that works really well now, working through with the Engineering team. We have created the best we can achieve on such a small site. I think that we've created something that's as good as we can achieve in a very small site, so we're excited about this. Again, as the other projects, we just thank you for the feedback in the process. It's been meaningful.

No public comments.

Mr. Frechter: I appreciate BGV constructing this project and having to deal with the economic constraints and limited constraints on the lot. I still think density like this should have been on the North Gold Rush Lot, but I sound like a broken record.

Mr. Leas: I think we've gotten as good a project as we can get. Given the circumstances, and I've said it before, and I'll say it again. I feel that the Town Council has hamstrung the Planning Commission with the exemptions and restrictions that they put on us to do the job that we otherwise would have done. But given those circumstances, I think we end up with a good project.

Mr. Giller: It's a good project. I think it was responsive to the preliminary design or preliminary hearing comments, plus the technical input from Town Engineering. I like it.

Mr. Giller made a motion to approve the BGV Parcel 7 Entrada Employee Housing project, seconded by Mr. Frechter. The motion passed 7 to 0.

PRELIMINARY HEARINGS:

1. BGV Parcel 6 Second Resubdivision Plat (AB), TBD Timber Trail Road, PL-2025-0148

Ms. Brackett presented a proposal to create 14 new single-family lots and associated easements off an extension of Timber Trail Road by replatting Parcel 6 of the remainder of Tract C, Peak 8 Subdivision. The approved April 9, 2024 Development Agreement between the Town and BGV, and Amended Peak 7&8 Master Plans, contemplated the eventual subdivision of this parcel into 14 single-family residential lots.

Commissioner Questions / Comments:

Ms. Gort: Which way are people/skiers coming from uphill? (Mr. Kulick: The right side is the uphill side. You have to orient the bridge to be downhill as you go from right to left. The ski back is relatively flat, so having the bridge should make the ski back a little easier at that point.) Is there a low spot that younger kids will get stuck in? (Mr. Kulick: There probably is a low spot in that journey, but the bridge is designed to take advantage over the current situation.)

Mr. Giller: Was this earlier concept called Victory instead of Valor Ridge? (Mr. Kulick: Yes, there are standards from the county to eliminate confusion. There was another Victory subdivision so there was direction to make it less similar). Victory Ridge is still on the title block for the bridge drawing.

Mr. Leas: It would be helpful to explain the bridge and trail for members that are not familiar with that area of the ski resort. Where is it giving access from and to? (Mr. Kulick: I can help. Where it comes off the main public part of the ski area, near Trygve's, it is a nondescript entrance. It is primarily servicing the Timber Trail neighborhood. The trail goes along the end of the street, near the proposed location of the bridge and further down to provide the ski back access to Timber Trail. A short walk on the trail. You could even continue from where it terminates on 4 o'clock Run Road further down. Take off your skis, cross the street, and get on to 4 o'clock Run. The intent of the access is for the existing Timber Trail neighborhood. The trail will be bifurcated by the road, people will take off their

skis, walk, and then get back on the snow. The easements were drawn for the Timber Trail Filing Two. It had both access easements, so if a road was continued, there was the right to put a road in there, but also the skier access. So that's what necessitates the grade separation of the trail and the road.) So that skier access does not connect with the skier access that runs on the other side of timber trail behind the houses, and also terminates at the top of 4 o'clock. Is that right? (Mr. Kulick: It is a separate one. The beachfront row of homes has direct ski-in ski-out access to Timber Trail. Then there's the lower trail that goes beyond the lower side of Timber Trail, and then the 4 o'clock subdivision. It's a much smaller kind of single-track trail through there that also ends up in switchbacks. If you took off your skis, you would essentially reconnect to 4 o'clock run. 99% of the people that are using this trail are Timber Trail guests or residents versus people that are trying to continue on further in the town.) Thank you.

Mr. Smith: The removal of the existing trees - Is there going to be efforts to maintain the current stand of trees? Or is it going to be nuked and replanted? (Ms. Brackett: Staff does not want to nuke and replant. They have a current approved tree removal permit to remove dead and dying trees. The access used to access the lots will align with the proposed ROW. As each lot gets developed, staff will review the individual lot tree removals and proposed landscaping.) Thank you.

Ms. Gort: Can you explain the setback issue? And your concerns? For example, Lot 9; share your concerns. (Ms. Brackett: There's certainly a variety of what disturbance envelopes look like out there in the town, and some, you know, some are more generous than others. We're not necessarily suggesting the applicants make them significantly smaller, but just to say, if you look at some of the plats that are out there they're pretty small relative to these lots. However, with respect to the applicant's concerns about the funky shapes and the flexibility of placing, we're trying to find a middle ground. Looking at Lot 9. The concern with this one, for instance, is if you can see these are all basically the setbacks. This setback goes all the way to where the private drive would end. And so what you've effectively got there is that somebody could put a house and then have a deck go all the way up to the private access easement. Whether or not it would functionally happen like that I can't say for sure, but the point is that the envelope itself is supposed to help make sure that nobody is able to do that. And so, pulling the envelope back away from an access point like that ensures that it's very clear this is not an area to be disturbed, and we want to bring it back away from some of the more public areas and the impacts on adjacent properties. There's also this general concern that the envelopes are meant to limit disturbance overall and protect a fair amount of open space on the lot. We don't have a percentage, but we know that that's the intent. For example, pulling back some edges that are too close to the adjacent lot and making sure the edge is protected to ensure there's not a deck, hot tub, or building built there. It's just going to be open space, which is the intent of the envelope. So again, it's somewhere in the middle of the setback, and then pulling it all the way. We're not asking for a literal footprint of a house, but you know again, it's like I said, a little nuanced.) (Mr. Kulick: The preliminary direction that we've shared with the applicants is, look at primarily the adjacent subdivision, Timber Trail. There's slightly smaller envelopes on some of those smaller lots and there's maybe a little more generous envelope on the larger lots. There's obviously a lot of areas set aside for protection due to disturbance envelope. But I think that the suggestion is that maybe mimic the adjacent subdivision, or maybe some other similar subdivisions like Shock Hill in terms of the scale of the envelope. That's the measure we're trying to achieve.

Mr. Truckey: Staff's recommendation on envelopes is partly to the question that came up earlier, preserving trees. You're generally not supposed to disturb the trees outside of the disturbance envelope. So, if the envelope shrunk more, we'll be able to preserve more of

that buffer. Given that there's going to be trees removed for defensible space that are closer to the home.

- Mr. Leas: Are you suggesting that perhaps there's a precedent in Timber Trail and perhaps Shock Hill for a less generous building envelope? (Mr. Kulick: I think less being the optimal word. I think that they're still generous in those neighborhoods, but they are less generous than what's proposed. So, we're not saying that you have to restrict it so much that you don't have any flexibility of siting your home or anything. We're shooting for something that there is some precedent behind, and I think Timber Trail is really similar to this subdivision in terms of price, scale, and character. This subdivision will probably look like just an extension to the timber trail to a certain extent.)
- Mr. Giller: Does it apply to the house footprint or the house footprint plus decks and garage apron? (Ms. Brackett: Yes, all improvements, including decks, garage apron, and hot tubs must be within the envelope. The driveway is not required to be in the envelope.) (Mr. Kulick: Any kind of structure. Usually the retaining walls, if they're supporting the driveway, are exempt as well. Probably half of the retaining walls are associated with the driveway, so there's usually an exemption. The intent, outside of the driveway circulation, is everything should be contained within the envelope.)
- Mr. Smith: There are some fairly steep slopes and I am guessing for constructing the home, there should be consideration for retaining walls other than driveway related. (Mr. Kulick: Our general expectation is to work with the lot. We're not trying to artificially bench or provide artificial fill. But in limited areas where they have to cut out, they're trying to do a walkout lower level, you might see some retention.)
- Ms. Propper: I was also thinking along the lines of Elaine as far as the disturbance envelopes are concerned. I was wondering whether the proposed landscaping along the Timber Trail Road would impact the disturbance envelopes? Like changing the shape or encroachment. (Ms. Brackett: The proposed landscaping is within the right of way. So they should not impact the envelopes.)

Graham Frank, Breckenridge Grand Vacations: Great questions. We have been meeting with the teams to discuss the building envelopes. We tried to mimic Timber Trail with the flexibility that comes with these lots. They're all very nuanced lots. If you're up there; contours, slopes, views. There isn't a one size fits all to these envelopes. Especially when you look at a lot like Lot Number 9. Orienting that house at the bottom of the page you could get 2 entirely different views. You could get a peaks view or you could get a Continental divide view, and you have plenty of space to move within that lot, and we're trying to provide that flexibility. What we tried to do was look at the limitation of our 7,500 sq. ft. and placing it in different orientation on the lot. Additionally, I want everybody to understand the health of this stand of trees that is up there. We worked with Planning and we removed what we thought were all dead or dangerous trees up there. When we met with the fire department on site, we stepped back from an area because a tree fell literally where we were meeting. There is beetle kill and root rot everywhere. When we finished our removal with what was acceptable to staff, the large wind event this past week blew down 26 additional trees. We need to understand that this is not a healthy, vibrant tree stand. We'd like to maintain some of the mature trees but also flexibility in putting in some spruces, some new lower trees. Right now, you're screening between lot lines. If you planted a series of toothpicks in the ground and 30 feet up, you have your first branches there's not a lot of screening. We want to make sure we're aligned with what we're trying to do. We are trying to maintain what is healthy up there, but we're also trying to maintain healthy lot sizes and setbacks between you and your neighbors. With that setback you can get the appropriate screening, but you also have the flexibility to build something special on some of the most special lots that will ever be done in Breckenridge, with the contours, with the views 360 degrees. So yes, we totally hear the desire to move back on some of these lot lines, but we are trying to do it while looking at the Timber Trail subdivision for continuity. We don't feel like Shock Hill is as applicable, because where those site disturbances are limited in Shock Hill there's huge slopes. That's where they pulled the

majority of those lot lines back to your comment for those huge slopes. Yes, we are working on it. We met with Chris and Amelia this week. Bill's team is looking at where we can physically pull back but we want to do that in a conscious fashion, to give people the best ability to develop these in a good fashion. Also, to understand we are not in a beautiful, healthy, vibrant stand of trees, I think that is critical for the conversation. The fire department said most of the trees have to be removed for defensible space with all of the standing dead and beetle kill, so we will work through that and we are open to the feedback. Additionally, I think it's important to describe the easement. The easement is for Timber Trail specifically. That's why it is a bit concealed. It is for those rows of houses, and we're still working with the neighborhood. They may have a desire not to have a bridge. We met with them as recently as today. We were up there asking what the best solution is. Is there a better solution to take your skis off, walk across the driveway, and go to the next 4 houses down the hill? They are looking at that, so they've come to us with that idea, because we are committed to maintaining that access over our driveway. But we're working with the neighborhood to say what is the best, and what is the least obtrusive to all of them. We obviously like the notion of not building and maintaining a bridge, and all of the liability that comes with that and all the footprint items that come with a bridge. If a bridge isn't necessary we would rather not use all the materials and the space to build a bridge up there if the neighborhood would rather have a walking path where you walk across the driveway and get back on. So, talking about kids, the use of the bridge, Elaine, to your comment, what are the slopes, little people, all of those things. So, we're still working with the neighborhood, and we will come back to the next meeting with that solution, and it's really driven by their desire. It's our commitment to maintain their access and that was our commitment from day one. We're still working through that with them, but as of today, that may be changing a bit. Our goal is continuity with the Timber Trail neighborhood. Our goal on the landscaping that we are putting in is what we believe is double what is required by code, because we think the new landscaping on both sides of the road will provide a better experience than what's there today, and keeping headlights from going into those lots as you go up that serpentine drive. We thought that that was very important. And so that is what we've done with that lower landscaping that we're doing on both sides of the road. All in all, we feel like this plan has provided access on all the sides of lots through the interior lots to the exterior lots and onto the snow. We feel like you can really ski home, even if you're walking across a street to get to your house. It's really a good experience to ski home. Put your skis on and leave in the morning with 2 different lifts that you can access, whether going down to the Snowflake, or whether going down to peak 8 so we are excited about this all in all. We think that the feedback has been very good. We will come back snipping the edges where we think we can to get those lot lines, the disturbance envelope smaller per the team's feedback. Overall, we think we're really moving to a great place here. And again, as the other projects appreciate, you guys support and feedback as we move through these.

Mr. Frechter: The main question is on the driveway locations. When you sell a lot, are you going to say, you know that your garage needs to be within so many feet of this proposed driveway? My concern is homes of this caliber that we've been approving, everyone wants their garage on the main level. But in some of these lots it's the driveway is at the bottom of the lot, not the upper part. So on a .6 acre lot, if they're going to want to put in a hundred foot driveway to go around the back that's using up a lot of their disturbance envelope and probably going to cost them a lot of points at 14% average grade.

Ms. Christie Matthew Leidal: We are not planning driveway access or restriction areas. We are, like Graham said, giving the future owners the flexibility on access and design of their homes.

Mr. Frechter: So, each property owner will have to come to us to deal with the points. If they want to design a house with a 100-foot driveway going behind the house, they will have to deal with the points and put in a lot of EV chargers. (Mr. Frank: Our desire is to provide that flexibility.)

Ms. Gort: You don't show any trees along Valor Drive, is there intention to match the trees there? (Mr. Frank: As you tier out over the maintenance facility, we were trying to maximize those views downhill and give them the ability to landscape that downhill side of their

lots versus us minimizing any views over the years down there, so that the intention was to stay focused on the main drive, and where headlights were potentially turning around the curves to prevent those into lots. Whereas Valor Drive there, on the lower side of the page, you're going directly in and into your lots.) Can you explain skier access to these lots? (Mr. Frank: Absolutely, for everything on the outside, you ski directly in and home. If talking about lot 7, come into the ski easement at lot 14 and into Lot 7. If you wanted to leave downhill, you could walk to the end of the cul-de-sac above lot 7, to come out the ski easement by the pond, or by lot 5. Either one of those. Going home at the end of the day, the interior lots would come into the upper side and walk downhill. You can see the easement to get in and out between lot 2 and 3. We were trying to provide easements throughout. There is also mountain access between 11 and 12. We've provided separate access there for Vail Resorts, and that is so if they ever have to replace the bull wheel on the top of Rip's Ride they would be able to get a mobile crane to replace the wheel. That was one of Vail Resort's requirements. So, Elaine, we've tried to be predictive getting people the legal ability in and out. What we have seen in these subdivisions, and especially lower where we looked at, parcel 4 and parcel 5, people find the path of least resistance and it's working really well. For example, when Michael Dudick and myself met with the head of the Timber Trail HOA today, he explained this neighbor is fine with us going through this yard, and this neighbor is fine with going through this yard, and it is pretty much a peaceful symbiotic existence. We expect that same thing, but we also wanted to give a few legal paths of travel trying to be as predictive as we as we could both uphill side and downhill through the development in case we didn't have that same symbiotic relationship among the neighbors.

Mr. Leas: So that 10' easement would be sufficient to get a crane from Timber Trail and onto Tygve's. (Mr. Frank: Correct, we worked with Vail Resorts to ensure equipment will fit. We will meet up to the re-grading that Vail completed last year. It was anticipated.)

Ms. Gort: So, the lot lines are supposed to be a right angles? (Mr. Frank: We were granted leniency on that through the development agreement, because of the geometry of the parcel and the access to the different lots. So we did what we believe is the best we could.) Why is it not going across between lot six and seven? You have made some weird angles there, is that for the access? (Mr. Frank: From Lot 7 to 6, we wanted to get to the appropriate grade. We see lot 6 accessing off of Heritage, and we see lot 7 off accessing off the upper side, probably from Timber Trail. So it was the delineation where those two driveways would be and trying to give those two lots the flexibility across those two sites, that's why you see that line jogging and heading up the hill across the cross slope. There was a method to the madness.)

Mr. Smith: Is there snow storage on the private drives? Or is it included in the private drive easement? (Frank: yes).

Mr. Giller: You spoke to the lodgepole pine trees and that some have root rot and beetle kill. Are there other trees in better condition? (Mr. Frank: When you are, when you're removing, you're trying to remove around bands because the lodgepoles work as basically an amoeba, and if you remove big areas of the interior, you start getting wind events that pull down whole sections. Christian from Beetle Kill Tree Guys was helpful in identifying the stands that could be preserved. We did chop the minimal amount of trees by hand to preserve the trees in good condition. The Planning staff has been up there to see what we have been doing.) I think we have a shared understanding of the symbiotic relationship of groups of lodgepole. Why wouldn't we identify a few of those, because we've all acknowledged they're important. Why wouldn't we identify some of those healthier groupings to protect them and not allow those to be in the building envelope? (Mr. Frank: We could look at that. I don't think if anything's in the middle of these lots that were, our intention would be to give the person the flexibility in the center of those

lots to build what they desire. If it was on the outside edges we could absolutely look and see if there are things that we could provide, you know, towards the outsides.) There are lots with not a lot of natural amenities, rock outcroppings, mixed forest. If the best natural amenity, besides the views, is healthy stands of lodgepoles, let's protect them. (Mr. Frank: We could look at where it's feasible to do that absolutely. I think it's good feedback Mike.)

No public comments.

Mr. Frechter: Thank you for the presentation and discussion. 1) In terms of the question of reducing the building envelope and improving placement. I never knew Timber Trail existed until I think one of my first meetings. We reviewed a project, for of a home up there, and it's the only time I ever drove up there, and I was surprised to see the density and the close proximity of these large homes on the small lots. But that's what the market demands. I really believe that this is up to the developer because they have to sell this product. And I'd let the market drive this because most of the town and people aren't going to see this. I mean, even if you're skiing on Four O'clock Run. I really feel that I have no issue with the building envelopes, because they have to sell these lots, and we'll be able to review each home as we see it. I don't feel a driving need to change anything. 2) I think the bridge design is fine. 3) It's up to the developer, the homeowner, and the HOA, how much privacy they want! I think the general population is not going to be driving on these roads. So, it's up to them how much privacy they want. So, I don't think we should put any further restrictions on that.

Ms. Gort: 1) I think I'd like to see some setbacks from the private road. 2) Just what I've kind of brought up before. Just ease for kids to get up and over and snowboarders. Look at the slope of it. 3) I think the landscaping is adequate. 4) no additional comments.

Ms. Smith: 1) It would be nice to see the healthy tree stand taken into account and a little bit off of the private roads. Put in more thoughts in shrinking envelopes where it makes sense. Not infringing on rotating the house when developed by the owners. There are instances in each lot to make the lots more palatable for the neighbors. 2) The bridge is fine. 3) Landscaping is fine.

Mr. Leas: 1) Regarding the disturbance envelopes, I was shocked to see what was drawn. This is what is typical of a standard subdivision and surprising to be in Breckenridge. I wish that I had a disturbance envelope that was like this in my neighborhood. I haven't done the percentage, but I probably have maybe 45% to 47% of the lot available for my home when I build it which made me have certain constraints. My neighbor, who came in and bought a spec house wanted a deck to be built along the disturbance line, which tapered from one end about 8 feet to 14 feet, and it wouldn't fit. It created an unusable lot. They had to go through a whole process with Planning to trade square footage. So the disturbance envelope was the same size but reconfigured in order to do that. I look at this and I see a certain lack of fairness in that. I think that that the marketability of these lots is not going to be impacted. They're going to sell these lots because they are premium lots, regardless of the building envelope. I respect what Graham is doing here, because it's prudent to make it easier for whoever buys it but for whatever reason, when my subdivision was done, that wasn't taken into consideration, and all of us who have built in that subdivision have had to configure their homes around the building envelopes which were restricted far more restrictive than these. Frankly, I'm surprised that that the Town doesn't have a formula for this. And frankly, it's probably too late to put that into the code, because this is the last subdivision that's going to be done. So that's a moot point. 2) The bridge appears to be fine. I have no comments on that. 3) The landscaping along the right of way seems adequate.

- Mr. Giller: It is a nice design, but I firmly believe the disturbance envelopes need to be designed. They are essentially setbacks as Mark said. One example would be healthy groves of lodgepole should be protected. Another thought would be, I would think you would want to protect the view sheds from various lots and design the building envelopes accordingly. That would also play into site impacts, driveway requirements and things like that. I really don't think Norris design has thought through the building envelopes. 2) The bridge design. I think it's compatible. Mark mentioned that we would have an opportunity to review a bridge design in the future. One question for me was lighting. I presume that would be included in any future design. 3) The landscaping along the roads, I believe, is adequate, as my fellow commissioners have said. 4) Under additional comments, I think that you are close but not quite there for a final hearing.
- Mr. Guerra: It seems obvious to me that the building envelopes are just following the setbacks, and that is not typical, having built houses in all the highest subdivisions in Breckenridge, including Timber Trail. This is not a typical building envelope. I understand the applicant wants to maximize as much as possible and give everybody the options. It breaks precedent in town, and so I would respectfully disagree with Alan and would ask the applicant to follow the guidelines of the staff and reduce the size of those building envelopes. 2) The bridge is fine, we'll be seeing it again, as everybody said. I'm good with that. 3) The landscaping is also fine, and I have no further comments.
- Ms. Propper: I agree with the other comments regarding the changes to the disturbance envelopes. I think that a number of important points have been raised, and I share that so I do think they should be revised. 2) I think the bridge design looks comparable to other ones in town. I think it's fine. I think Mike's comment about lighting is an interesting one. We'll look at that. 3) I think that the landscaping along the rights of way is adequate. 4) I don't have any further comments.
- Mr. Kulick: One final question. I think we're assuming that with some revisions, this would be ready for final. Would the Commission agree with that?
- Mr. Giller: Respectfully, I really think the building envelope question is requires a lot of thought. I wouldn't come back here with building envelopes at final. Is that what you're saying?
- Mr. Kulick: Yeah, we were asking if we thought it was ready for a final that there was something we didn't ask, but with the exception of the building envelopes, that they were close. They're meeting the intent of the development agreement but you're basically saying that you don't think they're ready for a final.
- Mr. Giller: It is a risk.
- Mr. Leas: I would agree with that. I think the building envelopes are a big enough issue that they should be addressed again in the preliminary stage before we go to the final.
- Ms. Gort: I concur.
- Mr. Truckey: I do think there is possibly another way to address it, and that's if Staff believes that they've addressed the envelopes issue sufficiently, we could bring it back as a final, and the Commission could continue the hearing if they felt the changes were not adequate. This would still give the opportunity to approve it at the next meeting if they've satisfied your desires. Would you be comfortable with that?
- Mr. Giller: Yes
- Ms. Gort: Yes
- Ms. Propper: Yes
- Mr. Guerra: Yes

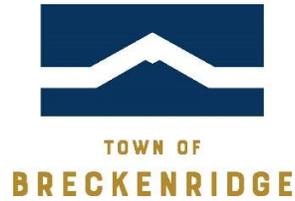
OTHER MATTERS:

1. Town Council Summary

ADJOURNMENT:

The meeting was adjourned at 6:54 pm.

Ethan Guerra, Chair



Memo

To: Breckenridge Town Council
From: Sarah Crump, AICP, Senior Planner
Date: July 16, 2025 (For July 22, 2025 Meeting)
Subject: BGV Parcel 3 Site Plan Modification De Novo Hearing Decision

On July 8, 2025, Town Council held a de novo hearing for the BGV Parcel 3 Site Plan Modification Request, 355 N Park Avenue, Lot 1 of the Gondola Lots Subdivision. The proposal includes shifting the location of four of the eight proposed duplex structures, reconfiguration of the private drive, and relocation of supporting infrastructure and elements such as retaining walls, trash enclosure, guest parking, drainage facilities, detention ponds, and landscaping. The modification was requested by the applicant due to Colorado Passenger Tramway Safety Board (CPTSB) site plan revision requests to move buildings away from the gondola path of travel. The proposed changes impact the amount of affected wetlands, setback distances, and tree buffer retention along Park Avenue.

The modification request does not include the four structures 1.1, 1.2, 3.1, and 3.2 which already have issued building permits and entitlements.

After a full public hearing, Council provided comments and feedback regarding the proposed modification, including potential conditions of approval. A draft decision document with revised findings and conditions will be presented for Council's consideration at the meeting.



TOWN OF BRECKENRIDGE
TOWN COUNCIL

*Only 2 Council Members at each meeting, a third just means it needs to be posted.
The Council has been invited to the following meetings and events. A quorum may be in attendance at any or all of them.*

Date	Meeting	Location	Time
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July 2025

Tuesday, July 22nd, 2025	Second Meeting of the Month	Council Chambers	2:00 pm / 7:00 pm
July 31st, 2025	Backstage Theatre 51st Anniversary Gala	Breckenridge Theater	5:30pm – 9:30pm

August 2025

August 7th, 2025	Mountain Dreamers Sabor & Smiles '25	Silverthorne Pavilion	5:30pm – 9:30pm
Aug. 10th - 12th, 2025	Breck Bike Week	Around Town	All Day
Aug. 10th - 15th, 2025	Breck Epic	Trails around Town	All Day
Tuesday, Aug. 12th, 2025	First Meeting of the Month	Council Chambers	2:00 pm / 7:00 pm
Aug. 15th - 24th, 2025	BIFA	Around Town	All Day
Tuesday, Aug. 26th, 2025	Second Meeting of the Month	Council Chambers	2:00 pm / 7:00 pm
August 30th, 2025	Summit Foundation Rubber Duck Race	Blue River	All Day

Other Meetings

July 21st, 2025	Summit Combined Housing Authority	Virtual	1:00pm
	Open Space & Trails Meeting	Town Hall	5:30pm
July 22nd, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
July 24th, 2025	Summit Stage Transit Board Meeting	Senior Center	8:15am
	Breckenridge Tourism Office Board Meeting	BTO Office	8:30am
	NWCCOG Board Meeting	Silverthorne Office	10:00am
	RW&B Board Meeting	Main Street Station	3:00pm
	Breck Create	South Branch Library	3:30pm
August 5th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
August 6th, 2025	Breckenridge Events Committee	Town Hall	9:00am
August 12th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
	Workforce Housing Committee	Town Hall	10:30am
August 14th, 2025	Upper Blue Sanitation District	Administrative Office	5:30pm
August 18th, 2025	Summit Combined Housing Authority	Virtual	1:00pm
	Open Space & Trails Meeting	Town Hall	5:30pm
August 19th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am
	Liquor & Marijuana Licensing Authority	Town Hall	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
August 20th, 2025	Social Equity Advisory Commission	Town Hall	5:30pm
August 26th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
August 28th, 2025	Summit Stage Transit Board Meeting	Senior Center	8:15am
	Breckenridge Tourism Office Board Meeting	BTO Office	8:30am
	RW&B Board Meeting	Main Street Station	3:00pm



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Date	Meeting	Location	Time
September 2nd, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
September 3rd, 2025	Police Advisory Committee	PD Training Room	7:30am
	Breckenridge Events Committee	Town Hall	9:30am
September 9th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
	Workforce Housing Committee	Town Hall	10:30am
September 10th, 2025	Breckenridge History	Town Hall	Noon
September 11th, 2025	Upper Blue Sanitation District	Administrative Office	5:30pm
September 16th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am
	Liquor & Marijuana Licensing Authority	Town Hall	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
September 17th, 2025	Social Equity Advisory Commission	Town Hall	5:30pm
October 9th, 2025	I-70 Coalition	Keystone Policy Center	1:00pm
October 30th, 2025	QQ - Quality and Quantity - Water District	CMC	10:00am
TBD	Transit Advisory Council Meeting		8:00am
	Water Task Force Meeting		9:30am