



Town Council Work Session
Tuesday, December 9, 2025, 2:00 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/82918442465> (Telephone: 1-719-359-4580; Webinar ID: 829 1844 2465). If you 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.

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- I. INCIDENT COMMAND/EMERGENCY MANAGEMENT TRAINING (2:00-3:00PM)**
INCIDENT COMMAND/EMERGENCY MANAGEMENT TRAINING
- II. FUTURE PARTNERS RESIDENT SENTIMENT SURVEY PRELIMINARY RESULTS (3:00-3:30PM)**
- III. PLANNING COMMISSION DECISIONS (3:30-3:35PM)**
PLANNING COMMISSION DECISIONS
- IV. LEGISLATIVE REVIEW (3:35-3:50PM)**
2025 BUDGET SUPPLEMENTAL APPROPRIATIONS (RESOLUTION)
MUNICIPAL COURT PROSECUTOR APPOINTMENT (RESOLUTION)
INTERGOVERNMENTAL AGREEMENT FOR USE OF REGULAR MUNICIPAL ELECTION
BALLOT EQUIPMENT (RESOLUTION)
- V. MANAGERS REPORT (3:50-4:10PM)**
PUBLIC PROJECTS UPDATE
MOBILITY UPDATE
SUSTAINABILITY UPDATE
HOUSING UPDATE
OPEN SPACE UPDATE
COMMITTEE REPORTS
BRECKENRIDGE EVENTS COMMITTEE
- VI. OTHER (4:10-4:30PM)**
POLICE DEPARTMENT DIGITAL EVIDENCE SHARING
BUILDING DIVISION ADMINISTRATIVE RULES & REGULATIONS UPDATE
- VII. PLANNING MATTERS (4:30-5:10PM)**

EXTERIOR LIGHTING PROGRAM UPDATE

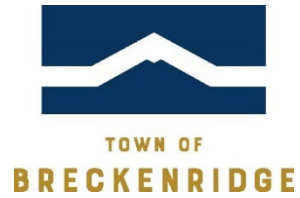
RUNWAY NEIGHBORHOOD- ACCESSORY DWELLING UNIT (ADU) OPTIONS

**VIII. LIQUOR AND MARIJUANA LICENSING AUTHORITY APPOINTMENT INTERVIEWS
(5:10-5:50PM)**

LIQUOR AND MARIJUANA LICENSING AUTHORITY APPOINTMENT INTERVIEWS

**IX. EXECUTIVE SESSION FOR DISCUSSION OF POTENTIAL PROPERTY ACQUISITION IN
THE UPPER BLUE BASIN (5:50-6:10)**

**X. EXECUTIVE SESSION FOR PERSONNEL MATTERS - TOWN MANAGER ANNUAL
REVIEW (6:10-6:45PM)**



Memo

To: Town Council
From: Shannon Haynes, Town Manager
Date: 12/3/2025 (for 12/9/2025)
Subject: Incident Management Review

Town Council Goals (Check all that apply)

- | | |
|--|--|
| ☐ More Boots & Bikes, Less Cars | ☐ Leading Environmental Stewardship |
| ☐ Deliver a Balanced Year-Round Economy | ☐ Hometown Feel & Authentic Character |
| ☒ Organizational Need | |

Summary

Since most incidents occur in local areas and will be handled by local government, it is important for elected officials to have an overall understanding of incident management, clarity on how local incidents will be handled, and a clear understanding of their role during a critical incident. Summit County Emergency Manager Brian Bovaird will on this topic during the December 9th Council work session and will be available to answer questions.

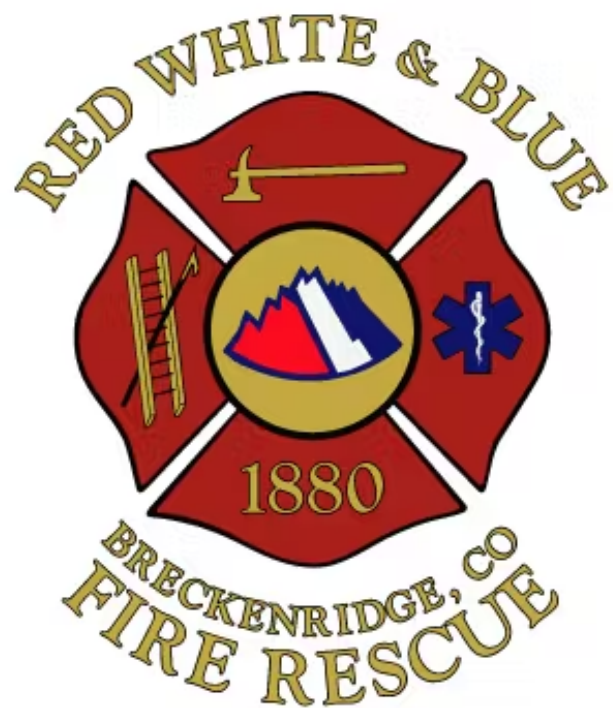


INCIDENT MANAGEMENT REVIEW

Presented to the Town of Breckenridge: December 9, 2025

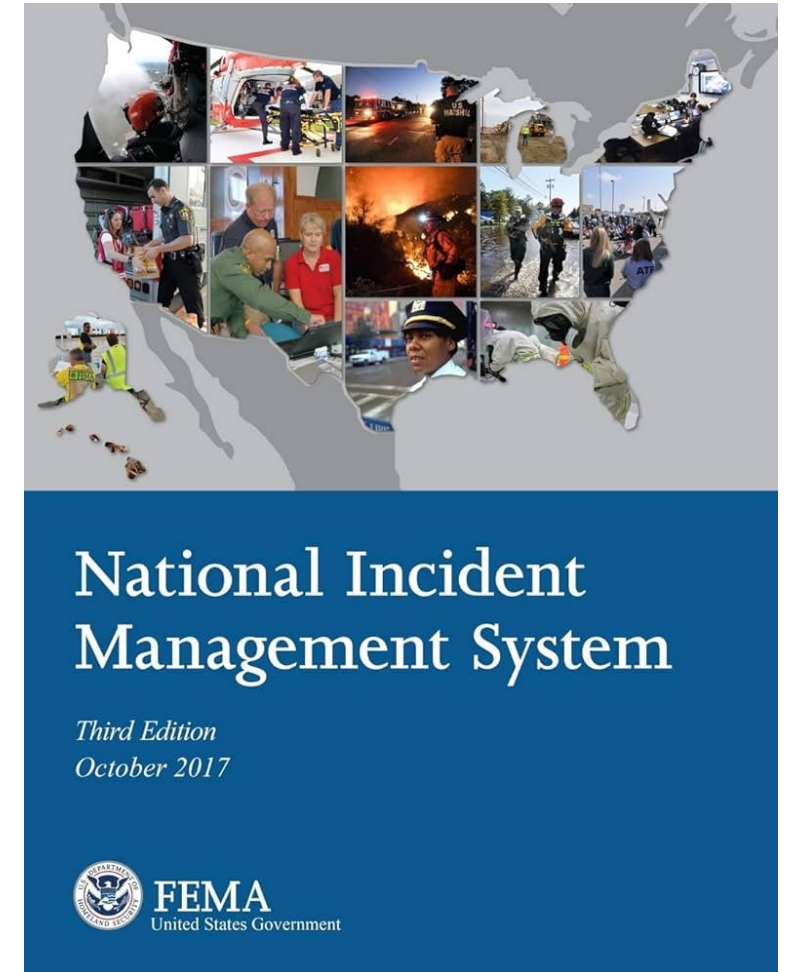
- Local Incidents
- Rapidly Expanding and Complex Incidents
- The Business of Emergencies & Disasters
- Roles & Responsibilities

LOCAL INCIDENTS



INCIDENT COMMAND SYSTEM

- **Standardized, Scalable Structure:** ICS provides a consistent organizational framework used nationwide so agencies can coordinate effectively, whether the incident is small or large.
- **Clear Roles and Responsibilities:** It defines who is in charge and what each position is responsible for, reducing confusion and improving decision-making during emergencies.
- **Multi-Agency Coordination:** ICS enables local, state, federal, and non-governmental partners to work together seamlessly through common terminology and unified objectives.
- **Flexible and Adaptable:** The system expands or contracts based on incident needs, allowing efficient allocation of resources without unnecessary complexity.

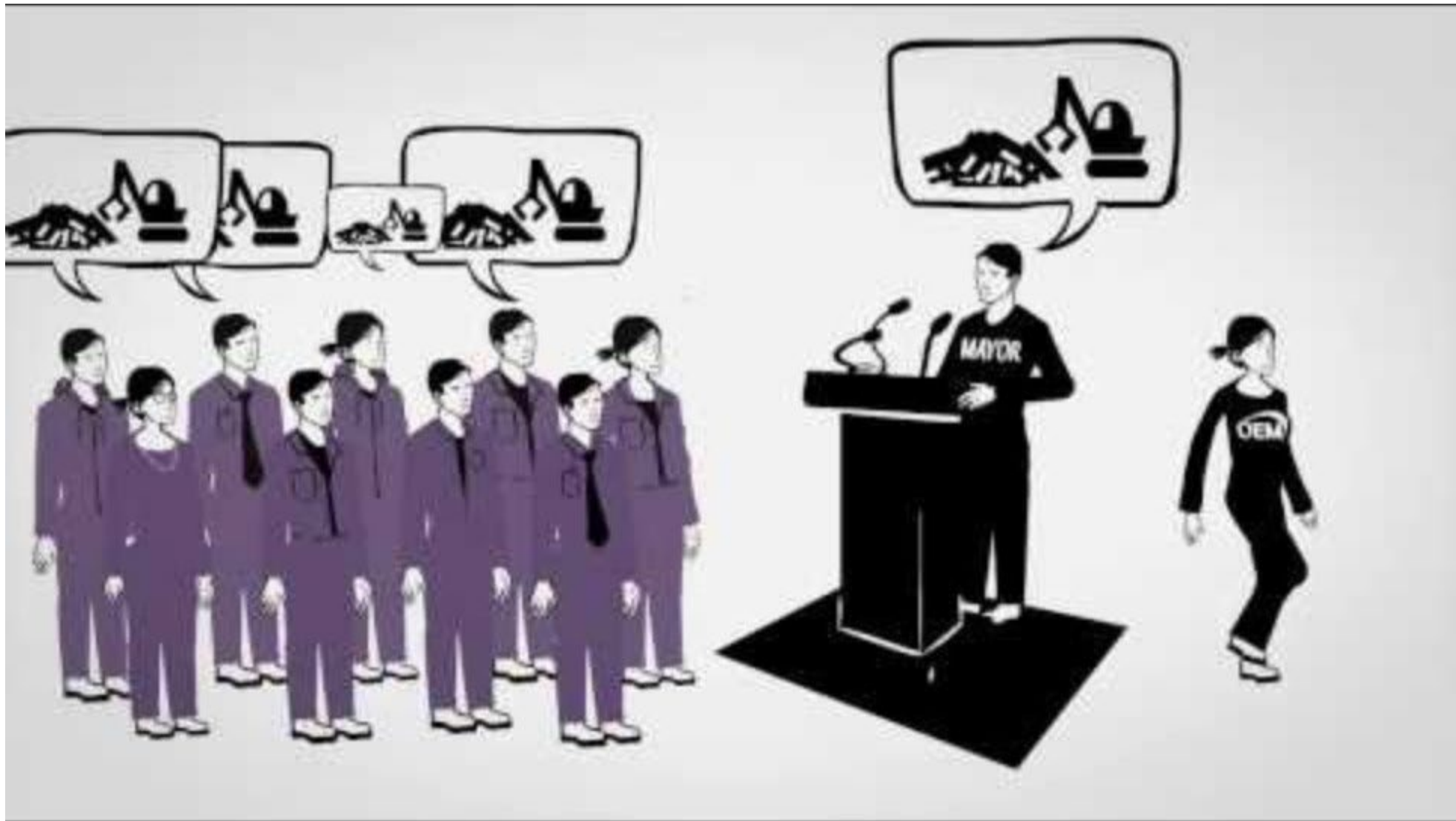


RAPIDLY EXPANDING & COMPLEX INCIDENTS



EMERGENCY MANAGEMENT

- An established set of systems and practices that, when applied successfully, brings order to chaos.
- The link between government officials and the incident response.
- The catalyst for effective management of information, resources and consequences to enhance community resilience and prompt recovery.



THE BUSINESS OF EMERGENCIES & DISASTERS

LOCAL DECLARATIONS

LOCAL DISASTER EMERGENCY

- **When?**
 - Summit County Resources are overwhelmed
- **Why?**
 - Activate certain functions of the Emergency Operations Plan
 - Resource Requests to State of Colorado
 - Spending authority
 - Suspension of certain county policies (Finance & HR policy)
 - Start the clock on potential Federal reimbursement
- **How?**
 - Template reviewed by County Attorney and submitted to DHSEM through EMD
- **Who?**
 - BOCC or County Manager

FEDERAL DECLARATIONS

- **Stafford Act Declarations**

- **Emergency Declaration**

- Any occasion or instance when the President determines federal assistance is needed.
 - Total amount of assistance provided for in a single emergency may not exceed \$5 million.

- **Major Disaster Declaration**

- President determines damage of such severity that it is beyond the combined capabilities of state and local governments to respond.

- Shift of responsibility toward states and reduction of federal role
- Cuts to FEMA staffing, funding, and preparedness/training programs
- Erosion or cancellation of key mitigation and resilience grant programs
- Leadership/organizational instability and threats to FEMA's existence
- Changes in federal disaster-response funding and grant formulae, increased cost burdens for states/localities

ROLES & RESPONSIBILITIES

ROLE OF ELECTED OFFICIALS

1. Provide Clear, Unified Public Messaging
2. Support Town Staff & Authorize Needed Resources
3. Maintain High-Level Situational Awareness
4. Serve as a Liaison to Regional, State, and Federal Partners
5. Support Community Stability and Recovery

****SEE HANDOUT****

SHORT-TERM RECOVERY

Damage Assessments

Emergency Shelter

Mass Care Services

Community Information

Disaster Assistance Programs

LONG-TERM RECOVERY

Community Planning & Capacity Building

Economic Recovery

Health & Social Services

Housing Recovery

Infrastructure Systems

Natural & Cultural Resources

ALL DISASTERS
BEGIN
&
END
LOCALLY

TOP 5 DISASTER ROLES FOR LOCAL ELECTED OFFICIALS

1. Provide Clear, Unified Public Messaging

Elected officials are trusted voices. Your job is to amplify—**not create**—the message.

Key actions:

- Share verified, EOC-approved information only (protecting message discipline).
- Be a visible and calming presence to reduce panic.
- Reinforce evacuation orders, safety instructions, and resource availability.
- Counter misinformation by directing people to official channels.

Why it matters:

Consistent public messaging improves compliance and reduces strain on responders.

2. Support Town Staff & Authorize Needed Resources

You play a critical role in enabling the response organization to operate effectively.

Key actions:

- Quickly approve emergency declarations, spending authorities, and procurement flexibilities.
- Remove bureaucratic barriers so the Town can function at full capacity.
- Signal strong political support for responders and Town leadership.

Why it matters:

Operational teams can move faster with the proper legal and fiscal authorizations.

3. Maintain High-Level Situational Awareness – Without Entering the Scene

You should stay informed so you can make policy decisions but not disrupt incident operations.

Key actions:

- Receive briefings from your EOC Liaison Officer, not the incident scene.

*****Continue to provide staff to be trained in various EOC Surge Staff Team functions. *****

- Understand the strategic picture (impacts, resource needs, public messaging requirements).
- Avoid showing up unannounced at the incident site, which can disrupt safety and ICS accountability.

Why it matters:

You remain informed while preserving responder safety and operational integrity.

4. Serve as a Liaison to Regional, State, and Federal Partners

Elected officials often have connections that emergency managers don't—use them wisely.

Key actions:

- Advocate for resources from state, federal, or mutual-aid systems at the policy level, not the operational level.
- Communicate local needs to governors, congressional offices, county commissioners, or city councils.
- Ensure intergovernmental support aligns with EOC-identified priorities.

Why it matters:

High-level advocacy can open doors for assistance that responders don't have time to pursue.

5. Support Community Stability and Recovery

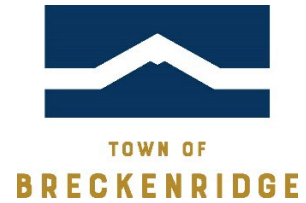
This begins during the response phase and continues long after.

Key actions:

- Reassure the public about the government's commitment to recovery.
- Attend community meetings to hear concerns and relay them back to Town Staff, the EOC or recovery team.
- Support documentation and policy decisions needed for FEMA reimbursement and long-term recovery planning.
- Champion mitigation and resilience measures post-incident.

Why it matters:

Your leadership helps maintain public confidence and supports a smoother transition to recovery.



Memo

To: Breckenridge Town Council
From: Mark Truckey, Director of Community Development
Date: December 3, 2025
Subject: Planning Commission Decisions of the December 2, 2025 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, December 2, 2025:

CLASS A APPLICATIONS: None.

CLASS B APPLICATIONS: None.

CLASS C APPLICATIONS: None.

TOWN PROJECT HEARINGS: None.

OTHER: None.



Stouffer Residence
Work Session, 110 S.
Harris Street



Breckenridge South



PLANNING COMMISSION MEETING

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

ROLL CALL

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

APPROVAL OF MINUTES

With the following changes, the November 18, 2025 Planning Commission Minutes were approved.

- Ms. Gort is referenced as “Mr. Gort”, correct to proper title.

APPROVAL OF AGENDA

With no changes, the December 2, 2025 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- None.

WORK SESSIONS:

1. ICC Building Codes Educational Session

Rick Fout, Chief Building Official, and Philip Sweat, Deputy Building Official, presented an overview of the newly adopted 2024 ICC Building Codes that will be effective January 13, 2026.

Commissioner Questions / Comments:

- Mr. Giller: What is the good, the bad and the ugly in this? (Mr. Fout: Keeping the 30 percent fenestration alive, so that it is still an option for some contractors to use. If they go the route of the zero-energy ready home program, then they'll have to do other energy positives which will allow them to get away with 30 percent fenestration. Otherwise, the standard energy code will not allow it.)
- Mr. Frechter: There's a requirement that new construction has to be all electric and solar ready, would that require that houses be designed so that aspects of the roof planes have a certain amount of sun exposure? What if a lot has no solar exposure, what's the point of making the house solar ready? (Mr. Fout: It's not a requirement but a smart designer and construction team would definitely aim for it. It's intended for the 99 percent, not the one percent unfortunately.) (Mr. Sweat: It's a solar ready code, I'll have to loop back with you on the specific percentage requirements, but there are exceptions built into it.)
- Mr. Leas: With infill or scraped lots, are you allowing existing gas lines to be connected to new homes? (Mr. Sweat: The requirement is for the home to be electric ready, but it does allow for the connection of a gas line. The home has to be ready to go all electric to give the owner the option in the future.)
- Ms. Gort: So, a gas stovetop would also have an outlet for an electrical connection to be easily replaced. (Mr. Fout: Correct.)
- Ms. Gort: For additions that expose the ceiling finishes and removal of interior wall, what's the line that's drawn there for how much is removed? (Mr. Sweat: That is something we've identified. We followed Red, White, & Blue's code wording. They make the determination upon inspection on what triggers that so we leave that to them but we may add something in future code changes to clarify.)

2. Stouffer Residence Work Session, 110 S. Harris Street

Ms. Crump presented a proposal to rehabilitate and add an addition to an existing historic residence. The following specific questions were asked of the Commission:

1. Does the proposed low-pitched “transition” roof read as a form historically used in Breckenridge or does it introduce a form that is not compliant with the Character Area Standards, specifically Priority Design Standard 121?
2. Does the Commission find the space above the garage to be a “bedroom” under the development code which would require a fourth parking space?

Janet Sutterley, Architect:

The difference on the updated site plan for tonight’s meeting is that the house has moved forward 4’11” west on the lot but the historic roof massing is the same, we’ve just revised the parking solutions in the rear. We have a couple major hardships that we had to deal with and you’ll hear more about it as we move forward, hopefully. One is that we have a solar easement on the north side of the lot from the property to the north which is why nothing has been proposed on the north side of the lot. Additionally, the historic house is located centrally in the lot, not close to the street like other houses on the street, so we are constricted in the rear as to what can fit on the site. First and foremost is the parking, we have to move the Harris Street parking to the rear and have three parking spots. There is a lot going on here but keep in mind it is pushed to the back of the lot. Tonight, we’re looking at the roof massing, probably the most important aspect of the project. I’ve brought some pictures of the existing sides of the house. In 1977, they decided to put a second story over the whole historic footprint and smashed the second floor addition onto the back of the historic roof. It’s completely unsympathetic to the house and the historic district, and a monstrosity in my opinion. They cover the whole footprint to attach the two ridgelines and then turn it into a saltbox beyond that. We have the opportunity to reduce the massing and put on a new roof form that makes sense in the historic district. The challenge is we have some layering going on, with a new roof area over a historic footprint and one section that’s totally new, so it’s a little bit convoluted. We are quite certain this is the back of the original cottage on the south elevation, and we’re pretty sure that there was a one-story roof element in the rear before they added the addition, which is where we’ve chosen to redo the roofline. What we’ve done essentially, is taken off a bad non-conforming condition and are proposing to put back about half to two-thirds of the existing upper floor. So, we’re reducing the amount of roof area and floor area and perceived massing. We’re also given an opportunity to separate the historic roofline from the new roofline in the rear. I think that’s most of what we’re trying to explain to you with the site plan for how the roof works. I shaded where the existing roof is and below it is one giant blank wall that can be seen in the photographs. On this 12-foot-wide section we’re doing a north-south gable, that’s new and not part of the historic building. The footprint is not part of the historic building and what we’re proposing in the second level is also not part of the historic building. The transition roof is the low pitched roof, which worked really well because looking at the existing west elevation, the historic roof over the shed portion on the north, if we just extend the roof and plane it all out, we can meet at a ridge and go back down, so it makes a simpler roofline and transitions well between the two modules.

Larry Crispell, Applicant, (Prospective Buyer of 110 S Harris Street):

The one-story transition element is removing an ugly noncompliant two-story addition roof and replacing it with a one-story element like what was there historically and we’re going to use the historic material in the wall. This design is only possible with the cooperation of our neighbor, Tim Casey, because of the burden and easements on this property. This design also provides solar benefits to him. I think this is a great solution but some other purchaser might view it differently and just use the existing roof line and square footage. This provides a separation and emphasizes what was originally Mrs. Stouffer’s cottage that was built in the 1880s.

Commissioner Questions / Comments:

- Mr. Leas: How far did the house move? (Ms. Sutterley: 4 feet and 11 inches.)
- Ms. Propper: What benefits does Tim Casey get out of this design? (Mr. Crispell: The solar easement is to the benefit of Tim Casey's lot to the north and burdens a good portion of this lot and limits the roof height in that area. This separation over the transition module will create a net gain of solar area, even with the minor increase in height on the other ridges.) (Mr. Casey: My lot is to the north, and the previous owner owned both lots and established the easement which was to the benefit of my lot and the detriment of the other lot. We have the exclusive right to that surface and the incident of sun angle on December 21st so that the roof can only be at a certain angle and cast a certain shadow. Additionally, the removal of the parking along Harris Street is something we're a huge proponent of as well, and will leave only one remaining house with parking still on Harris Street, the corner lot.)
- Mr. Giller: I think this greatly improves the massing and does a great job of removing the 1970s addition. The low roof 2 ½ and 12 pitch elements substantially works like a connector and largely follows the existing design code. The middle visually looks like a connector from the southeast. I recognize the shed addition on the north side with the same pitch, but I think you've done a really nice job of finding the peak of the gable and making that work on the front elevation and the south elevation. I think the massing of the four modules does a great job in keeping with the historic setting. The garage on the southeast is in kind and in character in terms of massing and roof form. The new element in the center on top of where there was a structure historically is also a strong solution. (Ms. Crump: I must clarify that the proposed low-roof module will not be a "connector" as described in the Handbook.)
- Mr. Frechter: Visually I think it looks like the project we approved for Father Dyer, with two masses and a connecting roof in the middle. It definitely fits within the historic constraints.
- Mr. Smith: I agree that removing the 1977 addition and replacing it with a like pitched gable is a positive.
- Mr. Leas: I think this is a great solution. I don't see any reason why this building shouldn't move the 4 feet and 11 inches because even if it does it's not going to be out in front of the adjacent properties and it alleviates a portion of the parking problem in the rear.
- Ms. Gort: This is really nice and nicely highlights the original building.
- Mr. Guerra: Priority Design Standard 121 mentions that new construction should use roof pitches that were used historically. Does this transition roof with this 2 ½ and 12 pitch match a historic roof pitch? (Ms. Sutterley: That pitch is pulled from the historic shed to the north, which we believe is the historic roof for the structure.) (Mr. Giller: You see that roof pitch often on small shed roof additions that are low pitch in the District.) What is the pitch of the porch, would it be possible to match that? (Ms. Sutterley: It's definitely steeper but I'd have to check. Keep in mind the low pitch roof could be a different pitch but if we discover that's a historic roof, which I think it is, that was the driving force there. At least for getting up to the ridgeline, coming back down can be whatever because it will not be visible.) I think this is a beautiful solution, but I just wanted to point that out to ensure that we've evaluated whether this roof would be similar to those used historically and meets Priority Design Standard 121.
- Ms. Propper: I see the need to redo it, it's kind of a hodgepodge right now. Janet's comment on how the transition roof picks up from the north side and carries over, which seems to be in keeping with what was historically there, which I'm comfortable with. The additional mass in the rear will not be very visible.
- Mr. Crispell: The house is intended to be the primary residence of Merrick and Lauren Crispell, and the office above the garage will be home to his construction office. We believe the room doesn't meet the definition of a potential sleeping room, especially as a separate

structure. Considering the use of an office it makes sense to have a half bath out there rather than have someone have to trek through the snow and into the house to use the restroom.

Ms. Sutterley: I live just down the street from this house, and we have seen so many permanent residents move out of the Historic District. Having young people living here in the historic district is very positive. The new trend, since COVID, has been home offices which this project plays into that and allowing younger permanent residents to live in the historic district.

Mr. Frechter: When the project goes through permitting, there should be a condition not allowing a 40-amp circuit, a shower, or maybe a closet. Additionally, why not rotate the barn 90 degrees and make it another garage? (Ms. Sutterley: We hope to get three positive points for preserving historic structures, and by rotating the barn we would not be able to get three points and it would be detrimental to the historic preservation. Additionally, the east side of the barn has several interesting hatches and openings that would be sad to cut up to put in a garage door.)

Mr. Smith: I think by definition it's not a bedroom.

Ms. Gort: I'm kind of torn and don't want to talk real strongly one way or the other. I do feel like bonus rooms are kind of used as bedroom, and being located in a tourist area there's probably going to be people put up there. But as far as reading the code, it's not part of the dwelling unit so it wouldn't fall under the definition of a bedroom.

Mr. Giller: I agree with Mr. Smith and I also agree with Mr. Frechter that we should add a condition preventing a 40- amp/220 volt circuit and no shower.

Mr. Leas: I have no issues with this plan, I think it's great. I hope it moves forward.

Mr. Guerra: I agree that per the code the bonus room/office does not meet the definition of a sleeping area. Someday someone may sleep there but that's neither here nor there.

Ms. Propper: I don't see this as being part of a dwelling unit and I don't see it qualifying as a sleeping room.

OTHER MATTERS:

1. Town Council Summary

ADJOURNMENT:

The meeting was adjourned at 7:00 pm.

Susan Propper, Chair

Memo

To: Town Council
From: Tracey Lambert, Senior Accountant
Date: December 3, 2025 (for December 9, 2025)
Subject: 2025 Budget Appropriations

Town Council Goals (Check all that apply)

- | | |
|--|---|
| ☐ More Boots & Bikes, Less Cars | ☒ Leading Environmental Stewardship |
| ☐ Deliver a Balanced Year-Round Economy | ☐ Hometown Feel & Authentic Character |
| ☒ Organizational Need | |

Summary

Annually, the Town Council approves the appropriated expense by fund during the budgeting process. Finance reviews the year-end expenses versus the approved budget to make a recommendation regarding any supplemental appropriations necessary to cover any cost above the annual budget. This appropriation is necessary to obtain approval of the anticipated final spend for 2025 by fund.

Background

In November 2024, Town Council adopted the 2025 Annual Budget. This supplemental appropriation covers all expenses for the full year above the 2025 Adopted Budget.

Public outreach/engagement

The budget appropriation is part of the Town Council work session presentation and is available to the public prior to the Council meeting as part of the Town Council informational packet.

Financial Implications

Total expense impact \$1,493,000 (net \$865,000)

- Excise Tax Fund \$325,000 (transfer to Special Projects Fund \$300K, broker fees \$25K)
- Special Projects Fund \$300,000 (SPARK \$105K, additional grants to non-profits arts organizations \$195K)
- Parking & Transportation Fund \$568,000 (transfer to Capital Fund \$328K for McCain skier parking, debt service \$240K for S. Gondola parking structure updated amortization schedule)
- Healthcare Plan Fund \$300,000 (variable and fixed costs \$300K)

Equity Lens

The Town considered the impact to our residents and community to provide continual support for Town programs and offerings. The budget process embodies Town Council's philosophy of considering who benefits from the Town's various programs, the intention and impact of those expenditures, and how we as a community uplift and build trust with underrepresented groups.

Staff Recommendation

Finance staff recommends approving the submitted resolution.

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.

RESOLUTION NO. XX

SERIES 2025

**A RESOLUTION MAKING SUPPLEMENTAL BUDGET APPROPRIATIONS FOR THE FISCAL YEAR
BEGINNING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2025**

WHEREAS, the Town Council of the Town of Breckenridge desires to amend the Town's 2021 budget by making supplemental appropriations in the amount of \$1,393,000 in expenditures; ; and

WHEREAS, pursuant to Section 10.12(a) of the Town of Breckenridge municipal charter, the Finance Department, on behalf of the Town Manager, has certified that there are available for appropriation revenues in excess of those estimated in the Town's 2021 budget or revenues not previously appropriated in an amount sufficient for the proposed supplemental appropriations; and

WHEREAS, a public hearing on the proposed supplemental appropriations was held on December 9, 2025, and in accordance with the municipal charter, §§5.8, 10.8, and 10.12, the Town Council hereby supplements its prior appropriations as hereinafter stated to be used for the purpose for which the stated funds were created and exist.

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

1. Town Council hereby approves this Resolution Adopting The 2025 Final Supplemental Budget Appropriation for the Fiscal Year Beginning January 1, 2025, and ending December 31, 2025, for the various funds as hereinafter stated to be used for the purpose for which these funds were created and exist.
2. The amounts set forth below and in the annual budget of 2025 as approved by Resolution No. 19, Series of 2024, are hereby appropriated to the uses stated and the Town Manager has the authority to expend the amounts shown for the purposes stated.
3. This Resolution is effective upon adoption.

Total Appropriation \$1,493,000 (net \$865,000)

- Excise Tax Fund \$325,000 (transfer to Special Projects Fund \$300K, broker fees \$25K)
- Special Projects Fund \$300,000 (SPARK \$105K, additional grants to non-profits arts organizations \$195K)
- Parking & Transportation Fund \$568,000 (transfer to Capital Fund \$328K for McCain skier parking, debt service \$240K for S. Gondola parking structure updated amortization schedule)
- Healthcare Plan Fund \$300,000 (variable and fixed costs \$300K)

RESOLUTION ADOPTED AND APPROVED this 9th day of December 2025.

ATTEST:

TOWN OF BRECKENRIDGE

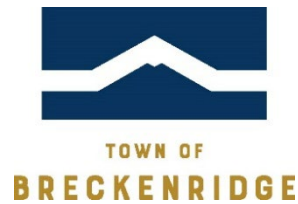
Mae Watson, Town Clerk

Kelly Owens, Mayor

APPROVED IN FORM

Town Attorney

Date



Memo

To: Town Council
From: Helen Cospolich, CMC, Director of Municipal Services and Engagement
Date: 12/2/2025 (for 12/9/2025)
Subject: Municipal Court Prosecutor Appointment Resolution

Town Council Goals (Check all that apply)

- | | |
|--|--|
| ☐ More Boots & Bikes, Less Cars | ☐ Leading Environmental Stewardship |
| ☐ Deliver a Balanced Year-Round Economy | ☐ Hometown Feel & Authentic Character |
| ☒ Organizational Need | |

Summary

The resolution to be considered reappoints Mark Hurlbert as the Prosecuting Attorney for Breckenridge Municipal Court. His letter of interest and agreement are included for your review. Mark was initially appointed for this position in December, 2024. If approved, the term will begin January 1, 2026. This appointment will be for a partial year, with an end date of April 30, 2026. The agreement reflects the flexibility needed for the hiring process of a full-time prosecutor in the spring, and Mark's willingness to remain in his role until that person is in place.

Background

Council is required by Charter to appoint an assistant to the Town Attorney as necessary. It has been tradition to appoint the Town of Breckenridge Prosecuting Attorney, specifically for Municipal Court, separate from the Town Attorney.

Public Outreach/Engagement

Public outreach and engagement are not necessary for a Town Prosecutor reappointment.

Financial Implications

This position is included in the Municipal Services 2026 budget.

Equity Lens

It is imperative that the Municipal Court operate with the Equity Lens in mind. As a result, the Court provides live translation when necessary, offers options for deferred judgement and payment, and follows the Colorado Municipal Court Rules to provide equitable services for all court guests.

Staff Recommendation

Staff recommends approval of this resolution and appreciates the professionalism and thoughtfulness Mark Hurlbert has brought to the court. Mark will be available at the meeting to answer questions.

RESOLUTION NO. ____

SERIES 2025

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR ATTORNEY SERVICES WITH MARK HURLBERT FOR JANUARY 1, 2026 UNTIL A DATE DETERMINED BY THE TOWN ATTORNEY

WHEREAS, the Town of Breckenridge desires to enter into a Municipal Court Prosecutor agreement with MARK HURLBERT for JANUARY 1, 2026 through April 30, 2026, with the option to extend on a month to month basis.

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

Section 1. The 2026 Municipal Court Prosecutor Agreement, a copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof, is hereby approved in substantially the form attached as Exhibit "A" by the Town Council.

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

Section 3. Minor changes to or amendments of the approved agreement may be made by the Town Manager if the Town Attorney certifies in writing that the proposed changes or amendments do not substantially affect the fee paid by the Town pursuant to the approved agreement, or the essential elements of the approved agreement.

RESOLUTION ADOPTED AND APPROVED this 9th day of December, 2025.

ATTEST:

TOWN OF BRECKENRIDGE

Mae Watson, Town Clerk

Kelly Owens, Mayor

APPROVED IN FORM

Town Attorney

Date

MUNICIPAL COURT PROSECUTOR AGREEMENT

This Agreement ("Agreement") is made and entered into this 9th day of December, 2025, by and between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("Town") and MARK HURLBERT ("Attorney").

The Town does hereby retain the Attorney to act as the prosecutor in the Town's Municipal Court ("Prosecutor") for the period commencing January 1, 2026 and ending April 30, 2026, unless extended as set forth herein. The Prosecutor shall perform the services as more fully described in Paragraph 3 of this Agreement.

1. The Prosecutor agrees to perform the duties required of it as Prosecutor in a competent and professional manner.

2. The Prosecutor is retained to, and shall perform, the following duties:

A. Prosecute all matters brought in the Town's Municipal Court ("Municipal Court"), including having Mark Hurlbert, or another competent prosecuting attorney, appear on behalf of the Town in each session of the Municipal Court, which sessions are generally scheduled on the second and fourth Wednesday of each month, with additional sessions scheduled as required by the Municipal Court's schedule.

B. Unless otherwise requested by the Town, represent the Town in any appeals of Municipal Court matters.

C. Advise any Town officer, department head or staff member in matters relating to cases the Prosecutor is handling or in cases pending before the Municipal Court.

D. Attend Town Council or other Town meetings when requested to do so by the Town Council or Town staff.

E. Prosecute disciplinary actions against liquor licensees before the Town of Breckenridge Liquor Licensing Authority.

F. Prosecute disciplinary actions against marijuana licensees before the Town of Breckenridge Marijuana Licensing Authority.

3. As compensation for the services to be provided by the Prosecutor as set forth in Paragraph 3, the Town shall pay the Prosecutor the sum of One Hundred Fifty Dollars (\$150.00) per hour for each hour expended by the Prosecutor on matters related to the Municipal Court. Prosecutor shall also be reimbursed for all reasonable and necessary expenses which it may pay or incur on behalf of the Town in connection with Municipal Court matters including, but not limited to, the cost of subpoenas, witness fees and photocopying costs incurred outside of Prosecutor's office, and in the event any of those expense are chargeable to any defendant, defense attorney, or other third party under the

Colorado Municipal Court Rules of Procedure or through common custom, the Prosecutor agrees to charge such amount to such third party, rather than seeking reimbursement for such items from the Town. It will occasionally be necessary and appropriate for the Prosecutor's paralegals or support staff to perform services on certain matters related to the Municipal Court rather than the Prosecutor, which shall be billed at a rate of Eighty Dollars (\$80.00) per hour. Computerized legal research services performed for the Town shall be billed to the Town at the same rate paid by the Prosecutor for such services, and the Town shall provide the Prosecutor with remote access to court software. The Prosecutor shall submit to the Town on a monthly basis an itemized billing detailing all services performed for the Town during the preceding month. The Prosecutor's monthly statement for services rendered shall be mailed to the Town on or before the fifth day of each month and shall be paid by the Town not later than the 15th day of each month.

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

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

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

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

8. The Prosecutor shall devote so much of the firm's time to the business of the Town as may be required to assure proper representation of the Town, but, subject only to the Colorado Rules of Professional Conduct, particularly Rule 1.7, the Prosecutor shall not be prevented from representing other clients which have business with and against the Town, including, but not limited to, the Department of Community Development, the Planning Commission and the Town Council.

9. The Prosecutor understands and acknowledges that this agreement may be terminated at any time by action of the Town Council, without liability to the Prosecutor

for breach, except liability for compensation due the Prosecutor for services performed prior to the termination, and without the need for either cause for the termination or a hearing. Town and Prosecutor may extend this agreement on a month to month basis after the termination date.

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

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

ATTEST:

TOWN OF BRECKENRIDGE

Town Clerk

Kelly Owens, Mayor

MARK HURLBERT

By: Mark Hurlbert, Attorney



FELICE F. HUNTLEY
MARK HURLBERT
ADRIENNE C. ROWBERRY
EMILY H. SAUNDERS
JILL D. BLOCK
Paralegal

December 2, 2025

Mayor Kelly Owens
Breckenridge Town Council
150 Ski Hill Road
Breckenridge, CO 80424

Re: Town of Breckenridge Municipal Court Prosecutor

Mayor Owens and Town Council:

I writing to express my interest in continuing to serve the Town of Breckenridge as the prosecutor for the Municipal Court.

My current annual contract ends on December 31, 2025. I have worked with Keely Ambrose and Helen Cospolich on a new contract that is month to month and requests no increase in my hourly rate. Although that hourly rate is less than half my rate in private practice, I understand after 30 years of prosecution at the state level, there are sacrifices to public service. Sacrifices I am willing to make to continue to serve my community.

My year as the Town Prosecutor has been a very enjoyable one. The crimes may not be as serious as those in state court, yet the prosecution is just as fulfilling.

Even with how enjoyable it has been as the Town Prosecutor, I feel there is more I can do to help the community. So far, I have just been addressing crimes after they happen. Although that can be effective, I believe a prosecutor can be so much more and include more community-based prosecution that addresses crime at its source rather than after someone has been given a ticket. Keely and I have been talking about steps we can take to further that goal.

Please let me know if you require my attendance at the work session or meeting where my re-appointment is considered. I welcome any feedback you are willing to provide and will be happy to address any of Councils' questions or concerns.

Sincerely,

Mark Hurlbert



Memo

To: Town Council
From: Mae Watson, Town Clerk
Helen Cospolich, Director of Municipal Services & Engagement
Date: 12/03/2025 (for 12/09/2025)
Subject: Resolution for Intergovernmental Agreement for Use of Regular Municipal Election Ballot Equipment

Town Council Goals (Check all that apply)

- | | |
|--|--|
| ☐ More Boots & Bikes, Less Cars | ☐ Leading Environmental Stewardship |
| ☐ Deliver a Balanced Year-Round Economy | ☐ Hometown Feel & Authentic Character |
| ☒ Organizational Need | |

Summary

This resolution would approve an Intergovernmental Agreement (IGA) between the Town of Breckenridge and the Towns of Blue River, Dillon, Keystone, and Silverthorne to collectively lease Clear Ballot election equipment for the April 7, 2026 Regular Municipal Election. The lease with Clear Ballot includes Election-as-a-Service, which provides ballot design and programming, ballot scanners and related peripherals, software licensing, training, two days of onsite election support, coordination with a ballot printer, and project management. The total cost will be shared among the participating towns based on each town's proportion of registered electors. The proposed IGA also provides that if any participating town cancels its election, that town is still responsible for its proportional share of the Clear Ballot Election-as-a-Service costs.

Clear Ballot requires that one town serve as the contracting entity. Accordingly, the Town of Breckenridge will execute the agreement with Clear Ballot and store the equipment at Town Hall. The Town will follow Colorado election security protocols.

Background

Elections are experiencing rapid changes and increased public scrutiny. In previous years, the Town of Breckenridge was able to partner with the Summit County Clerk and Recorder to utilize the County's Dominion voting equipment. However, in September, the Summit County Clerk notified all municipalities that the towns would no longer be able to use County-owned voting equipment due to concerns about public perceptions regarding election security.

Because the towns can no longer use the County's machines, and in recognition of the need for accurate, efficient tabulation, the Town Clerks from Frisco, Dillon, Silverthorne, Breckenridge, and Keystone met to evaluate alternatives. Blue River did not participate in the September meeting. The consensus was to jointly lease equipment directly from certified vendors. Since the meeting, the Town of Frisco has decided to pursue a hand count and Blue River joined the coordination efforts.

The Breckenridge Town Clerk requested quotes from the primary election equipment providers: ES&S, Dominion (now operating as Liberty Vote), and Clear Ballot. Clear Ballot provided the most cost-effective proposal and is fully certified by the Colorado Secretary of State. Clear Ballot also has a positive track record with other Colorado municipalities and counties. After reviewing testimonials highlighting strong customer

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.

support and user-friendly equipment, the Town Clerks collectively agreed that Clear Ballot is the preferred provider.

In November 2025, the Town Clerks of Blue River, Dillon, Keystone, and Silverthorne met to review and refine the terms of the Intergovernmental Agreement (IGA). The group reached consensus on the draft IGA, and each municipality plans to present the agreement to its governing body for formal approval.

Public outreach/engagement

Public input was not specifically sought during the development of the IGA, as the matter relates to internal election administration and procedural coordination. The need for the agreement was evaluated internally among staff and discussed collaboratively with town representatives from Blue River, Dillon, Keystone, and Silverthorne.

Financial Implications

Staff anticipate a positive financial impact by participating in the shared equipment agreement rather than leasing equipment independently. Under the cost-sharing agreement, although Breckenridge would contribute the largest share, the Town would still save approximately \$6,000 compared to leasing on its own. The cost of equipment rental is already budgeted for 2026.

While hand-counting is initially less expensive, there are significant concerns regarding efficiency and accuracy. Hand-counting substantially increases the risk of human error and requires considerably more time and staffing resources. Staff believe the cost-sharing approach provides the best balance of accuracy, efficiency, and responsible use of public resources.

Equity Lens

The proposed IGA supports fair, consistent, and equitable election administration by enabling the Town to use a more efficient ballot tabulation method that reduces the risk of human error. The agreement promotes equity among participating jurisdictions by allocating costs proportionally based on each community's registered voter count. It also benefits the public by ensuring that voters in every participating municipality have access to the same high-quality, accurate, and reliable election process—regardless of a town's size or resources. By sharing equipment and training, the participating municipalities ensure that ballots are counted consistently and transparently, and that smaller communities are not disadvantaged due to cost. This approach helps maintain a uniform standard of election integrity, efficiency, and public trust across the county.

Staff Recommendation

Staff recommend approval of the attached Resolution and Intergovernmental Agreement.

RESOLUTION NO. 15

SERIES 2025

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH THE TOWNS OF BLUE RIVER, DILLON, SILVERTHORNE, AND KEYSTONE,
COLORADO, CONCERNING THE APRIL 7, 2026 REGULAR TOWN ELECTION**

WHEREAS, the Town of Breckenridge is a home rule municipal corporation, organized and existing under the laws of the State of Colorado; and

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

WHEREAS, the Town of Breckenridge wishes to collaborate with the Towns of Blue River, Dillon, Keystone, and Silverthorne to share costs and coordinate the use and administration of Clear Ballot tabulation equipment and services for the purpose of conducting the April 7, 2026 regular municipal elections; and

WHEREAS, in connection with the upcoming regular municipal elections, it is necessary and appropriate for the Town to enter into an Intergovernmental Agreement with the Towns of Blue River, Dillon, Keystone, and Silverthorne setting forth the respective duties of each Town in connection with their individual elections and the shared equipment and services to be utilized in such elections; and

WHEREAS, a proposed Intergovernmental Agreement between the Town and Towns of Blue River, Dillon, Silverthorne, and Keystone, has been prepared, a copy of which is marked Exhibit "A", attached hereto and incorporated herein by reference; and

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

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

Section 1. The proposed Intergovernmental Agreement between the Town of Breckenridge and the Towns of Blue River, Dillon, Keystone, and Silverthorne, concerning the duties of the Town and Towns in connection with the April 7, 2026 municipal election, is hereby approved, and the Town Manager and Town Clerk are hereby authorized, empowered and directed to execute such Agreement for and on behalf of the Town.

Section 2. This Resolution shall become effective upon its adoption.

RESOLUTION ADOPTED AND APPROVED this ____ day of ____, 2025.

ATTEST:

TOWN OF BRECKENRIDGE

Mae Watson, Town Clerk

Kelly Owens, Mayor

APPROVED IN FORM:

Town Attorney

Date

EXHIBIT A
INTERGOVERNMENTAL AGREEMENT
FOR ELECTION SERVICES

This Intergovernmental Agreement is entered into as of the _____ day of _____, 2025, between the Town of Breckenridge, Colorado ("Breckenridge"), the Town of Silverthorne, the Town of Dillon, the Town of Keystone, and the Town of Blue River (collectively, the "Towns").

WHEREAS, the Towns have determined it to be in the best financial interest of their citizens for the Towns to contract for the use of shared election-related equipment and services for the municipal elections set to take place April 7, 2026; and

WHEREAS, the Towns have identified a vendor, Clear-Ballot, to provide election-related equipment ("Equipment") and services ("Services") as set forth in Exhibit A; and

WHEREAS, Breckenridge is willing to enter into the master contract with Clear-Ballot and thereby be the conduit for the provision of Clear-Ballot's Equipment and Services to the Towns for their use in the conduct of their regular municipal elections in accordance with the terms of this agreement; and

WHEREAS, the Towns have agreed to split the cost of the Equipment and Services pursuant to an equitable fee schedule determined by the number of registered electors as set forth in Exhibit B; and

WHEREAS, by entering into this Agreement the Towns are not committing to any future election-related services beyond the 2026 municipal election cycle.

NOW, THEREFORE, in consideration of the above and in consideration of the benefits and obligations contained herein, and subject to the terms and conditions as are hereinafter set forth, the parties agree as follows:

A. RESPONSIBILITIES OF THE TOWN OF BRECKENRIDGE

The Town of Breckenridge ("Breckenridge") will do the following related to the conduct of the Towns' Municipal Elections to be held on Tuesday, April 7, 2026.

- 1. Enter into a master contract with Clear-Ballot** for the Equipment and Services.
- 2. House the vendor-provided Equipment** in a controlled, secured environment ("host site") and follow Colorado statutory protocols for secure storage of election equipment.
- 3. Make payment in full for the vendor contract** to be reimbursed by the Towns at the rates according to Exhibits A and B.
- 4. Coordinate the programming and testing of ballot tabulation equipment** with vendor support for accuracy by each Town tabulating "TEST" ballots on agreed upon dates between each Town and the vendor.

- 5. Provide for the use of election equipment and software** by the Towns. Breckenridge will make available the Equipment and coordinate use of such Equipment amongst the Towns. Breckenridge staff will not assist other Towns in using or testing the Equipment provided by the vendor.
- 6. Supplies:** Breckenridge will track supply usage and charge the Towns accordingly after the election cycle for any election-related supplies procured by Breckenridge either for the individual use of the Towns or as required for Breckenridge's compliance with its responsibilities under this IGA.

B. RESPONSIBILITIES OF THE TOWNS

The Towns are responsible for ensuring that their Municipal Elections are conducted in compliance with all applicable laws, regulations, and rules, including but not limited to the Colorado Municipal Election Code (C.R.S. §31-10-101, et seq.) and for the following election-related duties associated with such Municipal Election to be held on Tuesday, April 7, 2026.

- 1. Sign the individual Town Participation Agreement with Clear Ballot**
- 2. The Town Clerk serves as Designated Election Official ("DEO")** of their respective Municipal Election. The Town Clerk must give advance notice to Breckenridge and the vendor if the Town Clerk as DEO will be absent during the election cycle and must provide the name and contact information of the person appointed to make decisions in the Town Clerk's absence.
- 3. DEO, election judges and other designated staff** of each Town will work with the vendor to become trained in Equipment and system use.
- 4. Certify ballots pursuant to state law.**
- 5. Establish and conduct all administrative functions** necessary to conduct a compliant election, including, but not limited to, utilizing secure ballot handling protocols and chain of custody logs when transporting ballots to the host site for tabulation. All Towns' staff will be trained in Equipment use by the vendor and will be expected to use the Equipment for their own election ballot processing and tabulation.
- 6. Prepare All Ballots:** Each Town is responsible for printing, preparing, proofing, tallying and ordering of "OFFICIAL" ballots; "TEST" ballots and "SAMPLE" ballots.
 - a. Test Ballot Preparation: Prior to election night, each Town must utilize the Equipment to vote "TEST" ballots, hand count and record a tally of votes cast. "TEST" ballots, along with the hand tally record shall be brought to the Equipment at the host site for testing by each Town as scheduled.
- 7. Provide staff and election judges to tabulate ballots** on Election night and to remain present for the duration of their Town's ballot tabulation. Each Town is responsible for tabulating its own ballots.
- 8. Delivery of ballots to the election Equipment and remaining present with ballots** on Election night during tabulation.

9. Immediate and secure removal of ballots from the host site for individual Town retention after tabulation is complete.

10. Appoint Canvass Board and prepare the "OFFICIAL" Abstract of Votes.

11. Reimburse Breckenridge for costs of services and supplies provided by Breckenridge in the maximum amounts set forth in Exhibit B. Such payment(s) shall be made to the Town of Breckenridge. Payment(s) for the Services shall be made within thirty days from receipt by the Towns of invoices from Breckenridge. An outline of the fees for the Equipment and Services and additional supplies is attached as Exhibit A.

12. Preserve individual election records for a period mandated by statute, including election results and who voted reports.

C. GENERAL PROVISIONS

1. The parties understand and agree that:

- a. The Towns are solely responsible for conducting the subject election and ensuring that the election is conducted in accordance with all applicable laws, regulations and rules.
- b. Breckenridge's role to assist the Towns in the conduct of their elections is limited to storing and securing the election Equipment at the host site for ballot tabulation, as well as entering into the contract for the vendor and paying the vendor's fee.
- c. The Towns will not and shall not request that Breckenridge perform any services on the Towns' behalf regarding the subject election that are of a discretionary nature.
- d. The parties have not intended to make or made any delegation to Breckenridge of the Town's responsibilities regarding the conduct of the subject election in accordance with all applicable laws, rules and regulations.
- e. To the extent permitted by law and subject to the limits of liability established from time to time by the Colorado Governmental Immunity Act (Section 24-10-101, et seq., C.R.S.), the Towns shall indemnify and hold Breckenridge, its elected officials, employees, agents and volunteers, harmless for all claims, demands, judgments and causes of action arising out of this Agreement, including without limitation Breckenridge's reasonable performance of its responsibilities under this agreement; provided, however, Towns shall have no obligation under this subparagraph E to the extent any such claim, demand, judgment or cause of action arises through: (i) the reckless or intentional wrongful act of Breckenridge, its elected officials, employees, agents, or volunteers, or (ii) Breckenridge's breach of its obligations under this agreement.

2. The parties expressly rely upon and do not waive the protections and limitations of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as it may be amended from time to time.

3. The parties represent that each has the authority to enter into this agreement according to applicable Colorado law, Home Rule Charters and Ordinances, and each represents that the terms and conditions hereof are not in violation of any agreement into which it has previously entered.

4. The agreements and covenants as set forth herein shall be binding upon the Parties, their heirs,

successors, and assigns.

5. This agreement and any exhibits hereto represent the entire understanding between the Parties regarding the subject matter herein, and no other agreement, oral or written, made prior to the date of this agreement, which conflicts with the terms of this agreement shall be valid as between the parties.
6. This agreement shall not be modified except in writing executed by all Parties hereto.
7. The failure of either Party to exercise any of its rights under this agreement shall not be a waiver of those rights. A Party waives only those rights specified in writing and signed by the Party waiving such rights.
8. This agreement shall be interpreted in all respects in accordance with the laws of the State of Colorado. For the resolution of any dispute arising from this agreement, venue shall be in the courts of Summit County, Colorado.
9. In case one or more of the provisions contained in this agreement shall be declared invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions of this agreement shall not in any way be affected or impaired thereby.
10. It is the intent of the parties to this agreement that they be and remain the sole beneficiaries of this agreement and no other person or party shall be entitled to claim benefits or damages or bring suite or other proceeding against the Towns or Breckenridge because on any term contained in this agreement.
11. In the event that, after execution of this IGA, a Town cancels its election for any reason, the Town shall be responsible for reimbursing Breckenridge for the Town's share of the costs of the Equipment and Services as set forth in Exhibit B.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement to be effective the day and year first set forth above.

TOWN OF BRECKENRIDGE

By: _____
Kelly Owens, Mayor

ATTEST:

By: _____

TOWN OF SILVERTHORNE

By: _____
Ann-Marie Sandquist, Mayor

ATTEST:

By: _____

Mae Watson, Town Clerk

Joy Rosales, Town Clerk

TOWN OF DILLON

TOWN OF KEYSTONE

By: _____
Carolyn Skowyra, Mayor

By: _____
Ken Riley, Mayor

ATTEST:

ATTEST:

By: _____
Adrienne Stuckey, Town Clerk

By: _____
Maddy Sielu, Town Clerk

TOWN OF BLUE RIVER

By: _____
Steven G. Rabe, Interim Town Manager

ATTEST:

By: _____
John DeBee, Deputy Town Clerk

Exhibit A – SERVICES

Clear Ballot has provided a quote in the total amount of \$32,500 for the provision of “Election as a Service.” This service package includes ballot programming and design; use of a Ricoh high-speed central ballot scanner; use of Clear Vote peripherals and software; two (2) days of onsite election support; coordination with the ballot printing vendor; and project management and implementation services. The Town of Breckenridge will enter into the contract with Clear Ballot and will remit the full \$32,500 payment. The participating Towns agree to reimburse the Town of Breckenridge for their respective cost shares, as set forth in the fee schedule in Exhibit B, within thirty (30) days of receipt of invoices from the Town of Breckenridge. The fee schedule does not include any additional costs incurred by the Town of Breckenridge in connection with this election that may be subject to reimbursement by the participating Towns.

Exhibit B - FEES

Town	Percent of Total Cost	Cost
Breckenridge	40%	\$13,000
Silverthorne	32%	\$10,400
Keystone	11%	\$3,575
Dillon	10%	\$3,250
Blue River	7%	\$2,275
Totals	100%	\$32,500

In addition to the above fees, the towns will reimburse Town of Breckenridge any additional costs incurred by the Town of Breckenridge in connection with its performance under this IGA for items not included in the scope of Equipment or Services provided by the vendor, such as but not limited for equipment seals, boxes, etc. up to a not-to-exceed amount of \$200 per town.



TOWN OF
BRECKENRIDGE

Memo

To: Town Council
From: Mobility Staff
Date: 12/2/25 (for the 12/9/25 work session)
Subject: Mobility Update

Parking

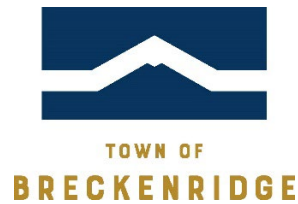
Oversized Vehicles

The reservation system for Oversized Vehicles needing overnight parking is in final programming and testing stages as of the writing of this memo. It can be accessed via the [Breck Park](#) website when it is finalized. As the program launches, we will require 24 hours' notice when booking the reservation, however we will have a phone number to call on the website if within 24 hours so we can assist someone that was not aware of the new system in place prior to their arrival. As we expect demand for this use type to be low during the winter, our goal with the reservation system is to give Streets staff enough time to complete snow removal to allow for the vehicle to safely access the lot.

The nightly fee will be \$25 Monday through Thursday, and \$40 Friday through Sunday.

Passenger Vehicles

In addition to overnight paid parking available at the Stephen C. West Ice Arena, staff are working to install signage at the Gold Run Nordic Center, at 200 Clubhouse Drive to allow for additional paid overnight parking this winter. Our parking contractor is in all lots throughout the day, they will alert mobility staff to any potential capacity issues before they arise. For both lots, the nightly fee will remain the same as it has been in Ice Rink for the last few years at \$20 Monday through Thursday, and \$35 Friday through Sunday.



Memo

To: Town Council
From: Jessie Burley, Sustainability + Parking Manager
Date: 12/9/25
Subject: Sustainability Update

Energy

Thermal Energy Network

The contract with GreyEdge Group for the Phase 2 Feasibility Study has been executed. Staff have invited GreyEdge to present Thermal Energy Network 101 to the Council at the January 13, 2026 meeting.

Mountain Energy Project

After reviewing the written decision, it is staff's recommendation not to pursue rehearing, reargument, or reconsideration (RRR) as the decision was favorable to the comprehensive settlement agreement and Mountain Community Coalition's interests. Attached is the written decision in its entirety. The next Non-Pipeline Alternative NPA Working Group call for Mountain Energy Project is scheduled for December 9th. Staff will provide a verbal update during the worksession.

Material Management

Universal Recycling Ordinance

On June 1, 2025, the [Universal Recycling Ordinance](#) for commercial and multi-family entities came into effect with haulers required to service 50% recycling volumes alongside trash service for 100% of their customers. Staff have worked throughout the year helping ensure space compliance for multifamily properties and businesses. Technical assistance includes support from the Community Development Department to ensure compliance with URO, site planning, parking, and other important considerations. To support commercial entities who required expansion of material enclosures, or retrofitting interior spaces to comply, the Council had approved a \$150,000 budget for material management grants in 2025. Year-to-date, the Town has awarded \$95,703 to commercial businesses and multi-family properties to accommodate recycling.

Extended Producer Responsibility

Universal Recycling will set the Town up for participation in the State's [Extended Producer Responsibility](#) program. EPR goes into effect in 2026 and requires producers of packaging to pay a fee based on the type of packaging they supply with their products. The funds support state end-markets for materials, expand the list of accepted materials for recycling, and reimburses local governments for education, outreach, and services provided. The Town has registered with the State's Producer Responsibility Organization known as Circular Action Alliance (CAA) and has been participating in the stakeholder process as EPR is finalized.

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 FOR SUPPLEMENTAL SUPPLY.

**COMMISSION DECISION APPROVING SETTLEMENT
AGREEMENT WITH MODIFICATIONS, GRANTING
APPLICATION AS MODIFIED AND GRANTING
CERTIFICATES OF PUBLIC CONVENIENCE AND
NECESSITY**

Issued Date: November 26, 2025

Adopted Date: November 19, 2025

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I. BY THE COMMISSION

A. Statement

1. On January 16, 2025, Public Service Company of Colorado (“Public Service” or “Company”) filed an Application requesting that the Commission approve and authorize the Company to pursue the Mountain Energy Project (“MEP” or “Project”) and that the Commission grant an associated Certificate of Public Convenience and Necessity (“CPCN”) for certain facilities providing supplemental supply in its Eastern Mountain Gas System (“EMGS”).

2. By this Decision, we approve the Settlement Agreement joined by all parties save for the Office of the Utility Consumer Advocate (“UCA”) with the clarifications set forth in this Decision as well as certain modifications.

B. Procedural History

3. On January 16, 2025, Public Service filed the Application. Public Service filed Direct Testimony of five witnesses in support of the Application.

4. On March 11, 2025, through Decision No. C25-0173, the Commission referred the Application to Megan M. Gilman to act as Hearing Commissioner and to render an initial commission decision pursuant to § 40-6-109(6), C.R.S. In the same Decision, the Commission presented a cost recovery proposal for the Company and intervening parties to address in testimony. The proposal would levy a fee on new customers in the EMGS.

5. By Decision R25-0197-I, issued on March 19, 2025, Hearing Commissioner Gilman established the parties in this proceeding: Public Service, Trial Staff of the Colorado Public Utilities Commission (“Staff”), the Colorado Office of the Utility Consumer Advocate (“UCA”), the Colorado Energy Office (“CEO”), Southwest Energy Efficiency Project (“SWEEP”), the Mountain Community Coalition (“MCC”), Colorado Energy Consumers Group (“CEC”), and Sierra Club.

6. Hearing Commissioner Gilman issued Decision No. R25-0266-I on April 10, 2025, granting the Company’s Motion for Extraordinary Protection.

7. By Decision No. R25-0297-I, issued April 16, 2025, Hearing Commissioner Gilman established the procedural schedule, scheduled a remote evidentiary hearing, extended the Decision deadline Pursuant to § 40-6-109.5, C.R.S., and set procedures for the evidentiary hearing.

8. On May 6, 2025, the Company provided Supplemental Direct Testimony on supplemental supply, design day assumptions, other capacity constraints, NPA areas, the feasibility survey conducted by PA Consulting, electrical upgrades inherent in the Project, and modified cost-benefit analysis (“CBA”) runs, as required by Decision No. R25-0217-I.

9. On June 5, 2025, the following intervening parties filed Answer Testimony: Staff, UCA, CEO, MCC, Sierra Club, and SWEEP.

10. Hearing Commissioner Gilman held a public comment hearing in Frisco, CO on June 25, 2025, as well as a virtual public comment hearing August 4, 2025, pursuant to Decision No. R25-0405-I.

11. On July 3, 2025, Public Service filed Rebuttal Testimony. Cross-Answer Testimony was submitted that day by UCA and MCC.

12. On July 29, 2025, following a Partial Variance granted by Decision No. R25-0548-I to allow the Parties more time to negotiate, the Company, Staff, CEO, MCC, Sierra Club, and SWEEP (collectively, the “Joint Movants”) filed a Joint Motion to Approve Comprehensive Nonunanimous Settlement Agreement (“Settlement Motion”) pursuant to Commission Rules 1400 and 1408 of the Commission’s Rules of Practice and Procedure, 4 CCR 723-1. The Company, on behalf of Joint Movants, concurrently filed a Comprehensive Settlement Agreement (“Settlement Agreement” or “Settlement”). The Company, Staff, MCC, Sierra Club, and SWEEP each separately filed settlement testimony supporting the Settlement. UCA opposed the Settlement Motion and the Settlement Agreement. CEC did not oppose the Settlement.¹

13. On August 12-13, 2025, Hearing Commissioner Gilman convened an evidentiary hearing, during which UCA cross-examined witnesses and Hearing Commissioner Gillman questioned certain witnesses. Hearing Exhibits 111 Rev. 1, 111C Rev. 1, 404, 405, 406, 412, 413, 420, 421, 422, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 437, 439 and 1000 (and all the listed exhibits therein) were offered and admitted into evidence.

¹ At the time of Settlement Motion filing CEC counsel did not have client approval regarding the Settlement and recommended to CEC that it not oppose the Settlement Motion or the Settlement. CEC counsel clarified at Hearing that CEC does not oppose the Settlement, *see* Hr. Tr. August 12, 2025, pp. 13:17-23.

14. On September 12, 2025, the Company, Staff, MCC, Sierra Club, and SWEEP filed a Joint Statement of Position urging the Commission to approve the Settlement Agreement without modification and reject the UCA's objections to the Settlement. UCA filed a Statement of Position on the same day urging the Commission to reject the Settlement and CPCN application outright but raised other issues for the Commission to consider should it approve the Application. CEO and MCC also separately filed individual Statements of Position.

II. APPLICABLE LAW

15. The Commission's authority to regulate Public Service's rates, services, and facilities derives from Article XXV of the Colorado Constitution. The Commission is charged with ensuring the provision of safe and reliable utility service at just and reasonable rates for customers pursuant to §§ 40-3-101, 40-3-102, 40-3-111, and 40-6-111, C.R.S.

16. Accordingly, Public Service filed its application for approval of the Mountain Energy Project and associated CPCN pursuant to 4 CCR 723-1-1303, 4 CCR 723-3-3002, 4 CCR 723-4-4002, and 4 CCR 723-4-4102 of the Commission's Rules, as well as § 40-5-101, C.R.S.

17. As the proponent of a Commission order, Public Service has the burden of persuasion in this proceeding pursuant to 4 CCR 723-1-1500 of the Rules of Practice and Procedure.

18. The evidence must be "substantial evidence," which the Colorado Supreme Court has defined as: "such relevant evidence as a reasonable [person's] mind might accept as adequate to support a conclusion ... it must be enough to justify, if the trial were to a jury, a refusal to direct a verdict when the conclusion sought to be drawn from it is one of fact for the jury." *City of Boulder v. Colorado Public Utilities Commission*, 996 P.2d 1270, 1278 (Colo. 2000)

(quoting *CF&I Steel, L.P. v. Public Utilities Commission*, 949 P.2d 577, 585 (Colo. 1997)).

The preponderance standard requires the finder of fact to determine whether the existence of a contested fact is more probable than its non-existence. *Swain v. Colorado Department of Revenue*, 717 P.2d 507 (Colo. App. 1985). A party has met this burden of proof when the evidence, on the whole and however slightly, tips in favor of that party.

19. The Commission encourages settlement of contested proceedings, *see* Rule 1408(a), 4 CCR 723-1, though in considering settlement agreements the Commission maintains its independent duty to determine whether the terms of the settlement are in the public interest. *Cf. Caldwell v. Public Utilities Commission*, 692 P.2d 1085, 1089 (Colo. 1984).

III. EVIDENCE, ARGUMENTS, FINDINGS, ANALYSIS AND CONCLUSIONS

A. The Mountain Energy Project

20. The MEP is a hybrid portfolio proposed to address a gas supply constraint in the Company's EMGS. The Project consists of a non-pipeline alternatives ("NPA") portfolio as well as compressed natural gas ("CNG") and liquefied natural gas ("LNG") supplemental supply. As part of its Application, the Company requests the Commission grant a CPCN under § 40-5-101, C.R.S. and 4 CCR 723-4-4102 for the CNG and LNG supplemental supply components of the Project.

21. The EMGS serves a number of mountain communities including Grand Lake, Granby, Winter Park, Dillon, Frisco, Copper Mountain, Breckenridge, and Leadville. Public Service explains that the EMGS has limited supply resources due to its location and relies on supply from the Marshall Compressor Station, which feeds gas from the Company's Northern Gas System and Denver Gas System. Public Service states that as customer demand increases in

the three systems, a supply shortfall has affected the Grand Lake, Keystone, and Breckenridge load centers.

22. The Project as proposed in the Application is designed to avoid the construction of large-scale gas infrastructure by proposing a large non-pipeline alternative portfolio, compressed natural gas and liquefied natural gas supplemental supply, and electric infrastructure upgrades. More specifically, the Project includes NPAs consisting of gas Demand-Side Management (“DSM”) measures and Beneficial Electrification (“BE”) measures offered in targeted areas, where all measures are intended to reduce design day peak hour gas demand. The BE portfolio requires electric system upgrades, such as feeder upgrades in Leadville, a new feeder in Dillon, and transformer upgrades at the Breckenridge substation. The proposed CNG and LNG facilities (in Keystone and Breckenridge) will continue to be required to fully resolve the supply constraint.

23. The Project extends through the 2033-2034 heating season with respect to the DSM and BE measures. The CNG and LNG will be deployed in 2025 and 2026, and the electric upgrades will be placed in service between 2027 and 2029. In the Application, Public Service estimates the cost of the MEP to total \$155.3 million.

B. Settlement Agreement

24. The Settlement Agreement addresses matters including the near-term NPA budget, implementation and cost recovery, acceleration of the Company’s Residential Electric Heating Rate Pilot, a CPCN for five (5) tanks of LNG in Breckenridge, with a notice provision for additional LNG tanks and CNG in Keystone, cost responsibility, future evaluation of multiple base rate areas, outreach, reporting charges for LDCs in the event they increase capacity requests,

deferral of \$1.6M in consultant and outreach expenses, as well as annual reporting no later than May 30 annually in the instant proceeding.²

25. A key feature of the Settlement Agreement is the Interim Regulatory Filing intended for further Commission review and approval of updated planning assumptions, changes to forecasting methodology, changes to design day methodology or temperature value, updates to the cost-benefit analysis framework or any other material changes analysis supporting non-pipeline alternatives (“NPAs”) methodology. More specifically, on or before December 1, 2028, Public Service will submit in this Proceeding for Commission review and approval of: potential pathways forward for NPA implementation; potential pathways forward for supplemental supply resources, including CNG, LNG and the potential to repurpose or sell supplemental supply resources if and when they are no longer needed to meet supply shortfalls on the EMGS; and a Company proposal regarding future NPA portfolio cost recovery and responsibility in alignment with any different method adopted by the Commission.

26. Notably, the Settlement Agreement requires the Interim Regulatory Filing to include an updated forecast of the supply constraint in the EMGS, including incorporation of any updated planning assumptions, changes to forecasting methodology, changes to design day methodology or temperature value, updates to the cost-benefit analysis framework or any other material changes to the NPA analysis methodology or framework ordered by the Commission. The filing will also report on and incorporate performance of the NPA portfolio implementation to date. In addition, Public Service will include information about how and whether any other planned projects or interim CPCNs, including those in the most recent GIP, are interrelated with the forecast of the supply constraint in the EMGS. The Interim Regulatory Filing will also include

² Hrg. Ex. 116, Comprehensive Settlement Agreement.

an updated electric peak load forecast on geographically-relevant feeders and substation transformers to understand the electric distribution capacity available to support NPA adoption, as well as information to allow parties and the Commission to compare what was originally forecasted to actual measured data.

C. Statements of Position

27. CEO supports the approval of the Project and the associated Settlement Agreement, viewing the project as a nation-leading example of hybrid decarbonization. CEO commends the NPA Portfolio's scale and cost-effectiveness, as well as the project's alignment with state decarbonization goals and the state's emerging clean heat framework. CEO emphasizes that the Settlement builds on years of collaborative planning and implementation of non-pipeline alternatives, and highlights the value of deferring certain elements such as the full deployment of LNG facilities and portfolio selection until further data on NPA performance becomes available. CEO states that the Settlement prudently balances reliability, customer affordability, and emissions reductions, and urges the Commission to approve it without modification.

28. The Mountain Community Coalition, representing local governments in Summit County, supports approval of the Settlement Agreement. MCC expresses strong support for the NPA Portfolio, the Company's community engagement, and the comprehensive planning undertaken in the proceeding. MCC describes the Settlement as a thoughtful compromise that includes essential reliability infrastructure, while preserving flexibility for future planning based on the performance of the NPA programs. MCC also notes the community's preference to avoid traditional gas infrastructure expansion, and appreciates the accelerated timing and local focus of the proposed NPA investments.

29. In its Statement of Position, UCA advocated that the Commission find the Settlement is not in the public interest. UCA also recommended that the Commission deny the Company's CPCN application for CNG and LNG facilities and deny the NPA portfolio due to uncertainty surrounding NPA adoption levels in the EMGS. Further, throughout this Proceeding, UCA encouraged the Commission to apply an MEP "hookup fee" and rider to allocate MEP costs to cost causers.³ UCA also contends that the Settlement inappropriately defers key decisions to future filings and lacks meaningful cost controls. UCA also advocated for other positions should the Commission approve the Settlement Agreement and the MEP CPCN for CNG and LNG supplemental supply, including prohibiting the Company from capitalizing outside attorney fees into MEP projects.⁴

30. In part, UCA's opposition to the Project and to the Settlement Agreement arises from the fact that UCA views the Project as unnecessary. It criticizes the assumptions in Public Service's design day methodology and suggests the methodology is based on temperatures that are unrealistic or unlikely to occur and were selected with a dataset that its witness Mr. Skluzak views as arbitrary.⁵ These flaws, according to UCA, result in unrealistic forecasts that support the need for the MEP yet do not reflect real world conditions. UCA points out that it has gotten quite cold in the EMGS, reaching twenty-six degrees below zero in 2025, and still Public Service did not need to use supplemental supply to stabilize the system at that temperature.⁶ UCA also makes the point that Public Service's claims of potential injury to customers may be overblown; after all,

³ Hrg. Ex 401, Skluzak Answer Tesimony, at pp. 18.

⁴ UCA Statement of Position, at pp. 41-42.

⁵ Hrg. Ex. 401, Skluzak Answer Testimony, at 41:7-8.

⁶ Hr. Tr., 8-12-25, at 196:19-197:22.

Public Service could provide no evidence of injuries or death in the past ten years that resulted from natural gas outages on Public Service's gas system.⁷

31. The Joint Statement of Position, filed by Public Service, Staff, the MCC, the Sierra Club, and SWEEP, urges the Commission to approve the Settlement Agreement without modification. The Joint SOP emphasizes that the Settlement strikes a reasonable balance among competing priorities: ensuring near-term gas supply reliability, advancing non-pipeline alternatives, and avoiding costly infrastructure investment. The Settling Parties argue that the Settlement reflects good-faith negotiation, has broad support from diverse stakeholders, and includes robust reporting and oversight provisions to support Commission review in future filings. The Joint SOP also responds to UCA's objections, stating that UCA's proposed alternative would delay critical infrastructure and undermine the practical compromises reflected in the Settlement.

D. Discussion, Findings, and Conclusions

32. We begin by noting that this Proceeding arises during a period of transition for both the state's energy policy objectives and the planning paradigms that underpin the natural gas system. For much of the past century, planning practices that resulted in system capacity beyond immediate needs were generally viewed as prudent and did not render rates unjust or unreasonable. A modest level of overbuilding was often considered beneficial. It reduced the likelihood of service constraints as demand grew and potentially avoided greater long-term capital expenditures. However, as the state's energy goals have evolved and market competition from efficient electric heating equipment has emerged, demand uncertainty has increased. Now, such imprecision in system planning may be more likely to create stranded costs than long-term savings.

⁷ Hrg. Ex. 428, PSCo Response to UCA DR No. 12-14(b) and (d); Hr. Tr., 8-12-25, at 198:3-200:3.

The Commission therefore expects utilities to adopt more rigorous and targeted planning and sizing methodologies to ensure investments are right-sized to future needs, recognizing the inherent risks associated with oversizing, just as it does with under sizing. The Interim Regulatory Filing within the Settlement Agreement aligns with this evolution of gas utility investments.

33. It is further important to underscore that, although the details of the methodology have been challenged, we do not have in this record alternate calculations or conclusions that show the risk is zero or a reliable alternative value of the shortfall. The Company has provided significant information in this record to underpin their concern for capacity constraints in portions of their system. Given the complications, expenses, and potential danger particular to natural gas outages, we have historically exercised great caution to ensure claims of reliability concerns by the Company were addressed. Avoiding such events through localized storage capacity provides tangible reliability benefits and reduces costs that would otherwise be borne by ratepayers in outage recovery efforts.⁸ At the same time, the Company has taken a substantial step here to evaluate alternatives and express a flexibility in its approach to immediately deploy risk mitigation strategies in the short term while also planning for considerable upcoming changes to how some of these planning parameters might be evaluated in the future. This project has far-reaching implications in furthering understanding of alternatives to expensive traditional infrastructure and tracking key performance and implementation information. Ultimately, despite lingering concerns about some details of the calculations: (1) Company data indicate that there is a real risk to the system; (2) this record lacks compelling evidence from another party that there is no risk to customers; and (3) the MEP constitutes a reasonable no-regrets strategy to pursue innovative NPA solutions that have been widely supported by this Commission. It is further important to underscore

⁸ Hrg. Ex. 102, Direct Testimony of Grace K. Jones, Rev. 1, pp. 41:4-41:9 and associated footnote.

that reliability remains the responsibility of the utility and the expectations for planning are in the midst of a transition.⁹

34. With that said, the Settlement Agreement takes a reasonable near-term approach, especially considering that the need to endorse a portfolio with a greater reliance on NPA measures versus supplemental supply is largely irrelevant until about 2030 and that it provides the Interim Regulatory Filing that will foster improvements in forecasting, planning, and ultimately investment decisions going forward. Given no divergence in the MEP pathways prior to that point, the Interim Regulatory Filing is a commonsense way to ensure that progress is on track and that the next steps of implementation are as well informed and strategic as possible. It is also a reasonable approach to begin implementation of the NPA portfolio immediately, given the immediate shortfall concerns expressed by the Company in the area.¹⁰ However, several areas of the Settlement Agreement either require additional clarification or modification to ensure it is in the public interest.

35. This Proceeding has illustrated that it is difficult to pinpoint with mathematical precision the real world risk of a design day event occurring in the next few years, as well as predict the real world harm that would occur should such an event take place. In essence, what we are considering in this Proceeding is whether Public Service's evidence points to an increasing *risk* of

⁹ Hrg. Ex. 117, Settlement Testimony of Jason Pequet, pp. 23:5-23:21. For further background on changes to the Company's gas planning and forecasting, *see* Decision No. R25-0083 issued in Proceeding No. 24M-0261G.

¹⁰ The Company provided aggregate estimated supply shortfall data using existing forecasting and modeling strategies showing a growing shortfall from 2024-2033 for Breckinridge, Keystone, and Grand Lake, *see* Hrg. Ex. 102, Direct Testimony of Grace K. Jones, pp. 45:14-56:9. The Settlement Agreement acknowledges a supply constraint in the EMGS, and, through the Interim Regulatory Filing, provides the Commission the opportunity to review an updated supply constraint estimate utilizing any planning and forecasting methodology changes ordered in the ongoing Gas Infrastructure Plan Proceeding (Proceeding No. 25A-0220G), *see* Settlement Agreement, at ¶ 14.

failure on the EMGS, and whether that increased or increasing risk warrants approval of the Project as modified by the Settlement Agreement.

36. As recognized by the provisions in the Settlement Agreement related to the Interim Regulatory Filing, there is little doubt that the design day modeling presented in this case can be improved in the future. This Decision acknowledges UCA's critiques of the design day methodology and we raise additional concerns with the methodology as well. But at its core, we find persuasive the testimony indicating that there is a calculated supply shortfall even at temperatures above -39°F, including analysis the Company provided in its Rebuttal case that identifies a need for supplemental supply at multiple warmer design day temperatures using differing methodologies proposed by intervenors.¹¹ While there are some concerns and differences of opinion about their exact methodology, no party has provided an acceptable alternative methodology or disproven the existence of some shortfall on the system in the EMGS, which requires us to take the need for mitigative actions in that area seriously. That Trial Staff, the MCC, Sierra Club, and SWEEP also agree there is a need for this project reinforces our confidence in this conclusion.

37. Concerns that the supply shortfall is increasing and should be addressed as proactively as possible, allowing for the implementation of alternative methods like NPA measures, means that we see value in some of the approaches that the Settlement provides and that UCA disagrees with. For example, we acknowledge UCA's critiques around the NPA portfolio: the uptake rate is unknown, and there exists the possibility that the entire budget could be spent in under four years. But if the NPA portfolio is successful, it can mitigate much of the stranded asset concerns that the UCA and Commission share. And because this is a relatively new approach to

¹¹ Hrg. Ex. 111, Rebuttal Testimony of Grace K. Jones, Rev. 2, at pp. 83-93.

avoiding traditional infrastructure buildout there is bound to be some uncertainty in uptake and therefore in impact. Still, NPA projects offer the possibility of reducing stranded assets in the future. The sooner this Commission and stakeholders can begin to refine NPA approaches the more valuable those approaches will be, and the more places they can be deployed. The potential benefits both to the EMGS and to the development of these approaches in general outweigh the uncertainty that UCA highlights and that we all acknowledge. While we have not adopted UCA's proposal to remove the 15 budget flexibility suggested in the Settlement Agreement, we have set forth expectations around the effectiveness of the program in dollars per savings, below.

38. As well, we understand UCA's concerns that the Settlement Agreement "kicks the can down the road" in some respects. However, during a transition, a deliberate and iterative approach is preferable, and care is necessary given the growing risk of a supply shortfall in extreme conditions; it is thus better to start moving to mitigate that risk now. This is especially important since the NPA measures may take longer to materialize, so it is crucial to pursue them soon after a potential shortfall has been identified to avoid the significantly more expensive infrastructure solution. The Settlement Agreement, while not perfect, is a path towards risk mitigation that has support from the affected communities, avoids traditional infrastructure buildout that would come at far greater cost (reducing the magnitude of stranded asset risk), and represents an important step forward in designing NPA approaches that can help further reduce stranded asset risk in the future. More information will come in the Interim Regulatory Filing, and the parties and Commission can refine and learn from the results of this initial NPA portfolio.

39. As UCA points out, the overwhelming majority of the costs for the MEP will be allocated to all of Public Service's ratepayers, rather than primarily to those ratepayers in the

EMGS who are disproportionately causing the need for these infrastructure upgrades.¹² While we disagree that § 40-3-121(b), C.R.S. (which is now repealed) required the Commission to adopt base rate areas or otherwise allocate costs differently than has been done in the past for this system, we do appreciate UCA's advocacy for revising cost allocation. As such, we fundamentally agree with UCA that allocating costs to the customers that are causing them would provide better price signals for customers choosing between electric and natural gas options and, over time, might also encourage customers to invest in locations that don't require significant upgrades to the gas system. Moreover, better allocating costs to the customers that cause the infrastructure upgrades instead of socializing them across all customers may also help put downward pressure on overall rates, while also enabling strategic electrification by sending accurate price signals about the cost of gas infrastructure upgrades. While it may be premature to develop base rate areas or otherwise set fixed hookup fees for new EMGS customers in this proceeding and on this record, we hope that our expanded discussion in this Decision encourages UCA to continue to be a thoughtful proponent of these and other new approaches as it would be the Commission's intent to explore these issues in more detail in the upcoming natural gas rate case. If the Commission does move toward more localized cost allocation, either as base rate areas, as suggested to be studied by the Settlement Agreement, or as system impact fees for new customers, as explored by the Commission's order early in this proceeding, such an approach needs to be well thought out and applied to the entirety of the system, rather than focused on only one geographic area for this special treatment. The reality is that there are likely still many problems to be solved before base rate areas or other geographic cost allocation approaches can be applied in a fair, durable and analytically accurate way on a system that historically has not operated in that way. While we share UCA's serious

¹² UCA Statement of Position at pp. 11-12.

concerns about the extreme costs of this project triggered by a relatively amount of growth, this change in approach should be fairly applied in localized areas across the service territory. Although the Settlement Agreement does provide a limited (and slow) step forward on this point as Staff and Public Service (and any other interested settling party) have agreed to develop a scope of work for a third party to evaluate the need for and feasibility of multiple base rate areas, the Commission agrees that approaches for better allocating the costs of growth to those customers that cause it should be looked at more quickly and in further detail in the next rate case.

40. Finally, while we do not address UCA's remaining contentions point-by-point in this section, we have addressed the same issues UCA raises with the discussion and modifications to the Settlement Agreement that we set forth below.

1. NPA Portfolio: Implementation, Measures and Cost Recovery

41. We specifically endorse the need to start implementation of the NPA portfolio immediately as a no-regrets option to alleviate the Company's shortfall concerns. This project is intended to solve an issue that has likely developed over decades and was not recognized by the Company until there was a serious risk to the system and its customers.¹³ Additionally, the success of the NPA portfolio may well rely upon giving it time to reach local contractors and customers, so any additional delay would be problematic and fail to serve the best interest of the public.

42. Throughout the proceeding, MCC provided compelling rationale as to why the Company should include technologies that are most likely to be useful in the specific project area, instead of applying expectations from other climate areas without the significant proportion of hydronic heating systems prevalent in the mountain region. While the Company's agreement to investigate the potential for including air-to-water heat pumps in the NPA portfolio is progress, it

¹³ Hrg. Ex. 700, Answer Testimony of Rick Brown, Rev. 1, at pp. 16-18.

is unclear what primary research or specific understanding they must gain that will take a full year from the date of the Settlement Agreement.¹⁴ Given the high portion of hydronic heating systems in the impacted area for which this could be relevant as well as the Company's agreement to implement the NPA portfolio as soon as possible, it seems reasonable that July 2026 should be the absolute latest timing to expect full rollout of an offering for air-to-water heat pump incentives. We expect the Company can beat that deadline, as the quicker they develop a strategy more tailored to the actual area, the quicker they will have an opportunity to mitigate the risk of supply shortfall.

43. Additionally, the Company may be missing major opportunities to reduce peak system demand by not having a clear understanding of the end-uses of the system in the project area. MCC put forth credible information about the significant prevalence and unique operational characteristics of gas-fired snowmelt systems in the impacted area, which was largely discarded by the Company as being a load of importance due to a survey in a much wider geographic area, despite one of only three contractors interviewed identifying that the contractor installs snowmelt on 100 percent of their projects. The size and unique operational characteristics of snowmelt, which, as MCC points out, may be very unlikely to follow the linear trajectory associated with increasingly lower ambient temperatures down to -39F, appear to be of critical importance in the acute geographic area of concern to the Company. As such, the Company must undertake immediate outreach to customers in the impacted area with usage over 500 therms per month to determine customers with snowmelt, estimates of the end-use usage attributable to snowmelt, any usage trends unique to that set of customers, and controls options that might allow those customers

¹⁴ Hr. Tr. August 14, 2025, at pp. 16:16-18:19.

to avoid adding snowmelt demand to the system in extreme low temperatures.¹⁵ The Company should also consider piloting a small number of interval gas meters on these locations to specifically identify usage patterns of snowmelt systems correlated with ambient temperature, especially to identify if the usage trend for these properties follows the Company's assumed relationship as displayed on Figure SKJ-SD-2¹⁶ identifying the relationship between gas usage and changes in ambient temperature down to extreme cold temperatures – a key assumption in the Company's Design Day Methodology.

44. The Company's assumptions around the peak demand savings associated with gas-fired boiler upgrades for premises with hydronic baseboard do not appear to be valid, as the Company acknowledged during the hearing.¹⁷ The Company must exclude these types of rebates from their program to avoid spending funds on projects that don't achieve the necessary peak demand reductions.

45. With respect to the project budget, the Settling Parties agreed to an NPA budget of \$48.7 million over the 2025-2033 period, with 15 percent aggregate budget flexibility and the possibility to utilize the entire budget in the 2025-2029 period. While the budget seems appropriate, it is important to recognize that the goal for the NPA portfolio should be to reduce peak demand on the system, rather to simply hit a certain level of spending. Therefore, we find it appropriate to highlight that the expected results are approximately 627.49 mscfh in peak demand savings over the entire budget,¹⁸ with an approximate cost efficiency of \$77,610.8/mscfh of peak

¹⁵ MCC testimony indicates that either building code or other regulation already requires these systems to cut out at such low temps due to the possibility of immediately forming ice, *see* Hrg. Ex. 601, Answer Testimony of Kenji Takahashi, at p. 38.

¹⁶ Hrg. Ex. 107, Supplemental Direct Testimony of Grace K. Jones, Rev.1, at p. 25.

¹⁷ Hr. Tr. August 14, 2025, at pp. 27:25-30:13.

¹⁸ Hrg. Ex. 102, Direct Testimony of Grace K. Jones, Attachment GKJ-10 (Public, PDF version) at p. 51.

demand savings. While the Commission does not wish to set a strict requirement for peak demand savings of the NPA portfolio, given the nascency of a program of this type, we do wish to express the intent that use of the budget flexibility should be targeted at achieving higher demand savings in association with the higher budget.

46. The cost recovery in the Settlement Agreement of splitting the cost recovery of NPA measures 50/50 between the Demand-Side Management Cost Adjustment-Electric (“DSMCA-E”) and Demand-Side Management Cost Adjustment-Gas (“DSMCA-G”) mimics direction from the Commission from the Company’s initial Clean Heat Plan (“CHP”).¹⁹ While it is relatively easy to see why this appeared to be the path of least resistance for execution of the Company’s first large NPA, the durability of this approach after this initial period through 2030 addressed in the Settlement Agreement will likely continue to be evaluated in future proceedings. In contrast to CHP investments, which help effectuate public policy goals, the direct and obvious goal of an NPA is to avoid investment on the gas system, specifically. Additionally, the premise of NPAs providing benefits to the Company’s electric customers will likely require a sincere and strategic focus on minimizing peak demand impacts, as identified in several recent Commission decisions related to planning for the Company’s electric system. The anticipated benefits to both the gas and electric systems justify the split proposed in the Settlement Agreement for the initial period, but should be revisited in the Interim Regulatory Filing based on progress on the issues identified herein.

2. Residential Electric Heating Rate Pilot

47. Given how important customer acceptance is to a successful NPA portfolio, this provision addresses an important potential economic incentive for electrification. However, given

¹⁹ Proceeding No. 23A-0392G.

the statutory requirement associated with avoiding “cross-subsidies from other customers” for residential customers who utilize a heat pump as their primary heating source,²⁰ the issues surrounding the proper modeling and use of real data to identify operations of heat pumps, especially in peaking conditions, will be crucial to a proper later adjudication of this issue. The Company has fully deployed advanced metering infrastructure (“AMI”) technology for their electric customers and should be capable of identifying, tracking and trending information associated with heat pump heating, in order to properly set up the cross-subsidization portion of the adjudication, rather than relying on overly broad and unverified data about the potential, rather than actual, performance of such equipment, especially related to peak electric system impacts. This data will be crucial for use in the analysis of proper Residential Electric Heating Rate Pilot tariffs and collection and analysis of such data should be a priority of the Company immediately, in order to ensure they have the information required to properly make a showing associated with the cross-subsidization issue in the filing that is now expected in July 2026.

3. Supplemental Supply

48. The Settling Parties agreed to the Company’s requested CPCNs for the CNG and LNG supplemental supply components of the project while placing expectations around several other aspects of the supplemental supply deployment. The Company specifically requests a CPCN for this equipment. However, especially given the specifics of this proceeding, it is important to clarify what is being approved with respect to the supplemental supply. Overall, the Company’s support for the ultimate sizing of its requested supplemental supply is less than perfect and receives significant focus in the Additional Findings section, below.

²⁰ Section 40-3.2-110(2) C.R.S.

49. In addition to the underlying challenges buttressing the sizing, the budget for the supplemental supply resources is troublingly vague. By the end of the evidentiary hearing, it was clear that the Company had both purchased the actual LNG equipment to be used and had near certainty as to the site that would be used, which should lead to significant clarity about the cost of the land itself and the associated costs of site-specific mitigations. Despite this, the Company made no modifications to their cost certainty range of -50 percent to +100 percent of the stated budget. It is difficult to conceive of providing any presumption of prudence on an ultimate cost which is entirely unknown at this point. Additionally, given the agreement to the Interim Regulatory Filing in 2028 intended to chart the path for the long-term mix of NPA and supplemental supply, it is also difficult to apply CPCN expectations, which are typically for permanent infrastructure. Therefore, we find it important to clarify that in this proceeding, the Company will receive a Presumption of Need for the supplemental supply resources through the adjudication of the Interim Regulatory Filing beginning in 2028. This Presumption of Need is not accompanied by a Presumption of Prudence as to the costs of the supplemental supply. The Company should bring forth any costs for the supplemental supply to a future general rate case for review and determination of prudence.

50. Regarding the potential purchase and deployment of additional LNG storage tanks in Breckenridge prior to the Interim Regulatory Filing, additional clarification is also necessary beyond the language in the Settlement. The installation or acquisition of additional LNG past the initial five LNG tanks identified in the Settlement Agreement do not receive any finding of need in this proceeding and those costs will need to be presented for recovery in a future rate case proceeding. The Settlement Agreement does not identify the number of agreed to CNG tanks, but this is presumed to be two tanks, matching the Company's Direct and Rebuttal case. The

Settlement Agreement lacks detail about what information will be provided in the notice to parties about the emergent needs identified by the Company. Given the Settlement's sidestepping of certain technical issues challenged in this proceeding, the sizing justification associated with any additional storage tanks should be evaluated seriously when Public Service seeks cost recovery for any additional tanks.

4. Cost Responsibility

51. The Settling Parties agreed to cost responsibility across the entire base of gas and electric customers. We agree that it is not feasible or fair to focus on recovery only in the geographic area for one specific project without considering such a standard for the rest of the system. However, this record provides a clear and concerning indication that the cost to add new load can vary widely across different parts of the system. This issue is compounded by the Company's failure to identify this emerging issue, for perhaps decades,²¹ which may have limited options to mitigate or avoid such a significant expense which could have been achieved through more proactive planning. Nonetheless, a \$155M project is jarring to see if that price tag indeed corresponds to service to a small segment of customers. Based upon the Company's reported 33,500 customers in the EMGS,²² this would equate to approximately \$4,627/customer. The Company points to growth over the past few years of approximately 8 percent, which the Company indicates caused the need for the project,²³ which equates to about 2,680 new customers. If the entire \$155M project cost corresponds to service to these new customers, the result would be approximately \$57,836 per new customer. It seems obvious that if the customers or communities were aware of such an extraordinary cost of adding customers in that area and properly

²¹ Hrg Ex. 700, Answer Testimony of Rick Brown, Rev. 1, at pp. 16-18.

²² Hrg. Ex. 102, Direct Testimony of Grace K. Jones, Rev. 1, at p. 3.

²³ Hrg. Ex. 102, at p. 44.

incentivized, other options, perhaps significantly cheaper, may have availed themselves. This proceeding thus illustrates the need for the Commission to reexamine established ratemaking and cost allocation practices at play on the Company's gas system, an issue the Commission should consider as a part of a Phase II Rate Case the Company must file by the end of 2025.²⁴ While the Settlement Agreement has a direction to begin investigating the feasibility of different rate areas, it is also possible that more locationally specific system impact fees for new customers, based on the upstream costs of additional capacity, should also be explored as an option.

52. The Settlement expresses agreement with the Company's proposed approach for charging other LDCs their proportional share of Project costs (other than electric infrastructure costs) in the event their respective increased capacity requests are fulfilled. This provision is reasonable and can provide appropriate cost allocation to increases in transportation capacity related specifically to LDCs. However, LDCs represent only a narrow subset of transportation customer capacity needs and growth on the EMGS. The broader issue of transportation customer capacity impacts and cost responsibility for the MEP have not been addressed by the Settlement Agreement. With no cost responsibility through the DSMCA-G, transportation customers, whose capacity needs are addressed through firm requirements on the EMGS, are likely to not have cost responsibility for the costs of the project, despite the same capacity guarantees as retail customers. While there may be some costs borne by those transport customers who are also the Company's electric customers, they would only be covering a portion of the costs through those surcharges, despite any increases in their design day needs being just as impactful on the system as increases for retail customers. Therefore, we order in the Company's next Phase II Gas Rate Case that the Company propose a charge on shippers for proportional cost responsibility, in an analogous

²⁴ Hr. Tr. August 14, 2025, at 48:12-49:11.

manner to the LDC charge in the Settlement agreement, upon fulfillment of a shipper's request for more capacity in the EMGS.

53. At hearing, the Company indicated that outside attorney fees are included in the capital costs of the MEP and the Company would be "indirectly" entitled to a WACC return on such fees.²⁵ Further, the Company could not point to where the outside attorney fees were provided in the record of this Proceeding. In its Statement of Position, UCA observed that, "a utility's capitalization of outside attorney fees into proposed capital investments is highly unusual if not unprecedented."²⁶ Regardless of whether the practice of including outside attorney fees is new or established, we agree with UCA that the Company may not seek to incorporate outside attorney fees within the capital costs of the MEP but may include outside attorney fees as a part of the non-interest-bearing regulatory asset established as a part of the Settlement to allow deferral of consultant and outreach expenses to be brought forward to review and recovery in a future rate case.²⁷

5. Reporting

54. The Settling Parties agreed to certain reporting, due annually by May 30 during NPA implementation, to be filed in this Proceeding. The reporting primarily focuses on the need for and use of supplemental supply in the prior year, the need for electrical updates at customer premises to support electrification and update on the residential electric heating rate pilot and associated rate impacts on those customers' bills. Having access to fulsome reporting that provides insight into this first-of-its-kind project will be crucial to understanding key aspects of the Interim

²⁵ Hr. Tr. August 14, 2025, at pp. 85:1-86:9.

²⁶ UCA Statement of Position, at pp. 40.

²⁷ Hrg. Ex. 116. Comprehensive Settlement Agreement, at pp. 5.

Regulatory Filing that will be made no later than December 1, 2028, as well as NPA potential and impacts of electrification more broadly.

55. In several recent proceedings including the Company's Clean Heat Plan, Gas Infrastructure Plan, Distribution System Plan and Just Transition Solicitation, the assumptions used to derive the peak capacity impacts of beneficial electrification on the electric system were shown to be a driver of significant capital investment and also were the subject of disagreement among the parties as to what assumptions were the most appropriate. With AMI infrastructure fully deployed on the Company's electric system, the Company should be readily able to track electric usage and demand impacts for participating customers which should be immensely helpful in fine-tuning assumptions in both the interim filing in this matter, as well as a variety of other planning proceedings. In many cases, these values have been calculated based on assumed worst-case performance, rather than observed from actual performance, given that the Company's beneficial electrification efforts are relatively new and actual customer usage impacts have not been closely studied.

56. Given this, we find it necessary to expand the reporting to include monthly electricity and gas usage for at least one year of customers that participate in the NPA portfolio, and usage of the same customers for a full year prior to their participation in the NPA portfolio, as requested by CEO.²⁸ Customer identification and premise can be reasonably anonymized to avoid privacy concerns. Additionally, the Company's claims in rebuttal to this reporting being "voluminous" and administratively burdensome are without merit, as the Company provides no rationale why, given the IT solutions and analytical capabilities available to them, this should be a manual or arduous exercise. Such concerns do not override the public interest need in collecting

²⁸ Hrg. Ex. 300, Answer Testimony of Jocelyn P. Durkay, at pp. 49:36-50:2.

essential data to plan and right-size the future system. Instead of resistance, we would expect the Company to welcome analysis of such data to enable them to plan the system, inclusive of significant amounts of electrification, in a way that minimizes uncertainty and optimizes investments in right-sizing infrastructure.

57. Additionally, in rebuttal, the Company agreed to track LNG/CNG cumulative costs for evaluation in a future gas rate case where those facilities are proposed to be placed into rate base.²⁹ To clarify, the Company should track the costs of LNG and CNG facilities, as well as their associated O&M costs, separate from each other such that the total cost of the LNG facilities and total cost of the CNG facilities may be compared to their estimates. Given that deployment of these types of supplemental supply are relatively new for the Company, especially regarding LNG, understanding the costs associated with each type, rather than an aggregate, is necessary.

6. Cost Benefit Analysis

58. Notably, the Company's approach on the cost benefit analysis does not include all aspects of those directed in Decision No. R25-0083, which was issued in the Gas Infrastructure Plan proceeding. While this is likely a timing issue, since this Proceeding was initiated at very similar time to the conclusion of Proceeding No. 24M-0264G, those directives should be followed in the Company's Interim Regulatory Filing in 2028.

7. Conclusion

59. This Proceeding comes at a time of transition, both in the state's energy goals and perhaps more acutely in system planning approaches. Historically, planning imprecision that resulted in capital projects with additional capacity has not been found to result in unjust or unreasonable rates. One animating factor was likely that additional capacity could result in less

²⁹ Hrg. Ex. 110, Rebuttal Testimony of Jason J. Peuquet, Rev. 2, at p. 85.

capital spend over time, as future growth on the system could be accommodated by the additional capacity that was already on the system. However, as the state's policies have changed and we see increasing competition from efficient electric alternatives in the marketplace, this level of imprecision in the planning process may be less likely to serve future load than to result in stranded asset costs for ratepayers. As a result, our approaches to gas system planning must recognize this shift and should seek to undertake planning and sizing exercises with more precision than perhaps has been used in the past.

60. We are ultimately concerned with the reliability risks that have been discussed in this Proceeding. The growing risk of supply shortfall in the EMGS is a real and troubling issue. Though UCA challenges the need for the project, it is Public Service that bears the burden of providing reliable service to its customers. While we have also identified a need to improve the precision of these processes, there is no alternative analysis presented to provide us comfort that the shortfall identified by the Company does not exist and require immediate action. Based on this record, it appears that Public Service should have identified and addressed this problem long ago, and since it did not, we must now move quickly to mitigate the risk of supply shortfalls.

61. The modified Settlement Agreement puts into place an NPA portfolio that can reduce demand on the system and that will begin rollout now. It approves infrastructure that can backstop any supply shortfalls that occur during periods of extreme weather, which could be relocated to other systems needs in the future should the need in this area be effectively mitigated by the accompanying NPA portfolio. The balance struck by the Settlement Agreement results in an innovative NPA approach to reducing the risk of stranded assets, avoids a much more expensive traditional infrastructure project that could be at risk of being stranded, and aligns with the state's emission reduction goals. There is value in developing and implementing the type of NPA projects

that are part of the MEP, both to the affected communities here, as well as to the Commission and other stakeholders as approaches to gas system planning evolve. Therefore, this project and its novel approach are likely to have far-reaching benefits across the system, especially in learning and evolving the Company's NPA approaches which could carry the promise of limiting capital investment and stranded asset risk across the system, which are likely to be aided by the concentrated effort expected through implementation of NPAs for the MEP.

62. Finally, the Interim Regulatory Filing allows the Commission and stakeholders flexibility to tailor future approaches to shortfall risk that may be present in later years, especially considering the multitude of current uncertainties related to forecasting and planning on the gas system. The modifications made should incent Public Service to control costs and provide additional transparency surrounding the ultimate costs and efficacy of the programs and infrastructure approved today. Commissioner Gilman's thoughts and analysis attached to this Decision also serve to bolster our support for the Interim Regulatory Filing within the Settlement Agreement and a continuation of the discussion around gas planning approaches in other appropriate venues, like the Gas Infrastructure Planning proceeding. We appreciate that despite her strong critiques of the planning assumptions, forecasting and design day methodologies, she rendered an initial commission decision pursuant to § 40-6-109(6), C.R.S., that approves the Settlement Agreement and grants Public Service's Application as modified by that agreement, with further reasoned modifications as explained in this Decision.

IV. ORDER

A. The Commission Orders That:

1. The Comprehensive Settlement Agreement ("Settlement Agreement") filed on July 29, 2025, by Public Service Company of Colorado ("Public Service") is approved, with

modifications, consistent with the discussion above. The Settlement Agreement is attached to this Decision as Attachment A.

2. The Motion to Approve Settlement Agreement filed on July 29, 2025, by Public Service is granted, consistent with the discussion above.

3. The Application for Approval of the Mountain Energy Project and for a Certificate of Public Convenience and Necessity for Supplemental Supply filed on January 16, 2025, by Public Service, is granted as modified by the Settlement Agreement and by this Decision, consistent with the discussion above.

4. This Decision will constitute a Certificate of Public Convenience and Necessity for Public Service to construct, own, and operate the compressed natural gas supplemental supply and the liquefied natural gas supplemental supply components of the Mountain Energy Project, consistent with the findings and discussion in this Decision, until resolution of the Interim Regulatory Filing.

5. In accordance with the Settlement Agreement, Public Service shall file in this Proceeding an Interim Regulatory Filing no later than December 1, 2028.

6. The 20-day period provided for in § 40-6-114, C.R.S., within which to file an Application for Rehearing, Reargument, or Reconsideration, begins on the first day following the effective date of this Decision.

7. This Decision is effective upon its Issued Date.

**B. ADOPTED IN COMMISSIONERS' WEEKLY MEETING
November 19, 2025.**

(S E A L)



ATTEST: A TRUE COPY

A handwritten signature in cursive script that reads 'Rebecca E. White'.

Rebecca E. White,
Director

THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF COLORADO

ERIC BLANK

MEGAN M. GILMAN

TOM PLANT

Commissioners

V. HEARING COMMISSIONER'S ADDITIONAL FINDINGS

63. In the hopes that it may accelerate conversations in future proceedings, the Hearing Commissioner has recorded her thoughts and analysis here on a variety of topics that the Commission is likely to encounter in the future, including its review of the Interim Regulatory Filing in 2028. These criticisms are examples of some of the shortfalls of the traditional gas planning process and are listed here as issues to be addressed as this process evolves. Nonetheless, the parties have reached a settlement agreement that underscores the parties willingness to take into account evolving methodologies or frameworks around forecasting at this point in time.

64. The record in this proceeding delved into several issues related to capacity planning, the Company's Design Day methodology and forecasted system needs. At its core, the issues in this proceeding were based upon the need calculations provided by the Company which implicated each of those categories of analysis. However, the Settlement Agreement largely leaves these foundational technical issues unaddressed except for the critical requirement on Public Service to submit the Interim Regulatory Filing. A significant amount of capital spending on capacity expansion projects is buttressed by the Company's Design Day methodology and the assumptions inherent to it. This proceeding probed into a localized example of such planning in more depth than many other proceedings. That said, despite a thorough examination of the assumptions underlying the Company's calculations and the shortfall calculation outcome, many questions remain about the appropriateness of many of these assumptions individually as well as the combination of each of the individual steps and assumptions when taken together, especially as we move forward in a transition with the gas system with the increased risk of excess capacity posing serious stranded asset risk. The record provided a basis for findings on these matters, which

will likely be useful as the Commission and stakeholders continue to examine forecasting and capacity needs with the Interim Regulatory Filing and in other proceedings.

A. System Planning

65. The circumstances surrounding the significant shortfall identified by the Company remain a major concern. In Rebuttal, the Company's witnesses at times discounted critiques of other parties by painting themselves as the most experienced in the area of gas planning and as the only party with certain obligations to fulfill. While some of this may be technically true, this seemingly cavalier attitude toward legitimate technical challenges is misplaced in the wake of such a major planning failure by the Company. Testimony that went undisputed on this record showed that the Company may have had a shortfall in the Breckenridge area dating back to 2,000, which was only identified by the Company for the first time in 2022.³⁰

66. To make matters worse, this was not a typical situation with an easily deployable infrastructure solution. How the Company went on for decades, hooking up additional customers, without any reasonable understanding of the actual physical limitations of their system and the very significant costs that would be incurred once those limitations were fully exercised leads to valid concerns about the Company's planning abilities and processes. The lack of proactive planning that got us to where we are today has left this Commission and the affected communities with few options and no inexpensive ones.

67. The communities and their residents, through public comment, express legitimate concern with locating industrial quantities of compressed gas within their small communities. Unfortunately, by the time this issue was brought to the Commission it was many years, likely decades, past when we could have avoided the need for supplemental supply of gas, according to

³⁰ Hrg. Ex. 700, Answer Testimony of Rick Brown, Rev. 1, at pp. 16-19.

the Company's shortfall calculations. Through more proactive planning and fulsome calculations and disclosures related to the Commission's relatively new Gas Infrastructure Planning rules, we aim to avoid a situation like this in the future. However, the Company's attitude that no one can legitimately question their assumptions and the prudence of their planning has not been well supported on this record. In fact, this record points to a need to redouble our efforts to hold the Company accountable for proactive planning to ensure system costs can be optimized in the future and that all cost-effective options can be considered.

B. Design Day Methodology and Shortfall Calculation

68. The entire problem and set of solutions for consideration depend heavily on the size of the shortfall identified by the Company. The shortfall calculation is arrived at through several steps of calculation, including evaluation of the hydraulic modeling for the Company's Design Day temperature in the area, then layered with forecasted growth. Since the Company has not seen a temperature similar to the Design Day temperature used in over 60 years, they extrapolate out the anticipated relationship between ambient temperature and throughput. After determining the peak capacity need, they model the peak day and then run a Monte Carlo simulation to determine the storage capacity needed to serve the peak needs over a potential long duration extreme cold weather event. After sizing the storage, the Company includes some additional sizing allowances for redundancy.

C. Forecasting

69. The Settlement Agreement does not mention specific changes to its forecasting methodology, despite forecasting being a key input going forward. The Company's forecasting layers on top of their existing system conditions to determine shortfall calculations for years to come and the likelihood of different strategies like NPAs to be able to fill the need. Given the

Company's reliance on forecasting to determine the size of the shortfall in years to come, there is significant relevance to ensure that the Company is utilizing forecasts that appear to be the most appropriate and practical, given the entirety of the market options available to consumers and policy environment. Indeed, MCC and other parties highlighted local electrification efforts and building codes as having a likely impact to forecasts, particularly in the communities at the heart of the Mountain Energy Project.

70. The Interim Regulatory Filing in 2028 with reporting on progress and shortfall size is a good step to help identify if there really are noticeable changes in forecasting that should be used to adjust the Company's base assumptions. Additionally, the GIP M-docket, Proceeding 24M-0261G, included direction regarding forecasting that was not considered in the Company's approach in this Proceeding, perhaps due to the timing of the filing, but should be incorporated in future calculations. For example, the Company's base forecast used to model future year design day peak hour gas demand growth does not include any impacts of the Company's approved Clean Heat Plan,³¹ and this base forecast was directly rejected in Decision No. R25-0083. The Company should, at a minimum, utilize any ordered changes to forecasting from the GIP M-docket and the upcoming GIP and CHP in the Interim Regulatory Filing.

D. Design Day Temperature

71. The only mention of Design Day Temperature appears in the Settlement Agreement around an agreement to run an alternative shortfall analysis at -33F. Parties submitted significant testimony related to the use of a Design Day Temperature of -39°F. Critiques included an acknowledgment that the probabilistic method employed by the Company leads to two extreme cold instances which occurred 63 and 74 years ago to continue to drive the selection of the Design

³¹ Hrg. Ex. 111, Rebuttal Testimony of Grace K. Jones, Rev. 1, at pp 42:15-43:2.

Day temperatures. Unlike other system planning, like on the electric system where only the last 20 years of weather data are used, the Company here uses all available data and a probabilistic model which leads to a relatively high degree of relevance still being placed on data that is more than 60 years old and has not recurred since. Additionally, parties provided valid concerns about the appropriateness of the design temperature being used and the Company's unsupported assumption that it is reasonable to assume that the entire EMGS could experience such an extreme temperature concurrently. As such, it should be further pursued in the Gas Infrastructure Plan and other venues if use of the most significant outlier temperature that has been observed to affect only a portion of the EMGS may overstate the expected extreme cold across the EMGS.

72. In addition to the importance of the design temperature that is used, the relationship between expected throughput and the Company's design temperature is critically important. The system has grown considerably in the last 60+ years, leading to no direct comparison at the design temperature. In Direct Testimony, the Company claimed that they completed a verification process of the Design-Day As-Is model for the EMGS by comparing it to their Supervisory Control and Data Acquisition (SCADA) data.³² However, when asked to provide such data in Supplemental Direct testimony, the Company's submission included just two dates from 2023, one with a low temperature of -7F and the other -15F.³³ Future exploration of the capacity planning process must include more relevant temperature validation at temperatures significantly closer to the design day temperature, if available. If not available, a more sophisticated modeling and justification for load behavior at the extreme temperature, rather than behavior of loads at relatively typical winter temperature, is necessary to aid in validation.

³² Hrg. Ex. 102, Direct Testimony of Grace K. Jones, Rev. 1, at pp. 45:19-46:4.

³³ Hrg. Ex. 107, Attachment GKJ-15, at p. 2.

73. In Supplemental Direct, the Company also provided Figure GKJ-SD-2, which shows a Representative Residential Premise Curve.³⁴ However, the curve here displays information based on Heating Degree Days (HDD) and the Company has not provided any commiserate HDD information in the record, instead focusing on the potential daily low of -39F. Additionally, the Premise Curve HDD values do not appear to go to a level similar to what HDD would need to be evaluated for a day with a low of -39F. In Rebuttal, the Company also provided information from Saint Cloud, MN to show some correlation.³⁵ It is unclear what design temperature is used for buildings in the area nor how end uses may vary between Saint Cloud and the EMGS. The Company attempts to correlate these by identifying that the ASHRAE 99 percent heating dry bulb temperature for Saint Cloud is lower than that for the EMGS, but that leaves it entirely unclear why the example only focuses on a low of -28F for a location that the Company indicates has colder temperature data than EMGS, which utilizes a design temperature of -39F. Likewise, the Company argued that their Design Day methodology is sound because they utilize a -25F temperature for the Denver Gas System and in January 2024, the system recorded a temperature of -24F.³⁶ Again, the temperature being used in EMGS is far lower than this design temperature, so the relevance of this example is unclear. Additionally, the Company notably did not provide flow data with this recent example which was cited to display the soundness of their Design Day Methodology. While none of these examples pointed to there being no shortfall in the project area, which remains a concern given the only analysis on this record, they did little to aid in enhancing the Company's case. As we evaluate design day methodology and validation in upcoming proceedings, it will be essential for the Company to provide information relevant to the

³⁴ Hrg. Ex. 107, Supplemental Direct Testimony of Grace K. Jones, at p. 25.

³⁵ Hrg. Ex. 111, Rebuttal Testimony of Grace K. Jones, Rev. 1, at p. 82.

³⁶ Hr. Tr. August 14, 2025, at pp. 109:7-110:6

specific temperatures and usage profiles in the subject areas. An increased focus must be placed on evidence surrounding the expectations for capacity behavior at the extreme temperatures being modeled, rather than more moderate temperatures, which may not hold a high degree of relevance.

E. End-Use Data and Understanding

74. In order to ensure peak demand calculations are valid and to execute on the most strategic and cost effective ways to minimize the peak demand shortfall in the EMGS, this record indicates that the Company will need to make significantly greater attempts to accurately characterize the system end-uses, their behavior at extreme cold temperatures and strategies specific to reducing those peak demand impacts. MCC witnesses describe gas-fired outdoor snowmelt systems as being more prevalent than assumed by the Company, which could impact both the accuracy of assumptions about the behavior of those loads at Design Day conditions,³⁷ as well as opportunities to specifically target such large loads for demand response or other programs to reduce or eliminate their contributions to the Design Day needs.³⁸ Therefore, it is imperative that the Company make it a priority to swiftly identify customers that are likely snowmelt users, attempt to better understand the operation of the systems at extreme cold conditions and develop a suite of strategies to specifically address either demand response or alternative sources for these discrete, large snowmelt loads. The Company should update MCC and the other stakeholders on the progress on this outreach and research regularly in the stakeholder process. MCC Witness Takahashi also identified the potential lack of consideration for operation of building space heating at extreme cold conditions, identifying that the local building code standard for sizing such equipment is based on an outdoor temperature of -13F. The Company does not make a logical

³⁷ Hrg. Ex. 601, Answer Testimony of Kenji Takahashi, at pp 38:3-38:15.

³⁸ Hrg. Ex. 600, Answer Testimony of Jesssica Burley, at pp. 16-18.

argument against such an issue, essentially by articulating an assumption that every mechanical system may be so dramatically oversized that it demands more gas all the way down to -39F. While oversizing likely occurs to some degree, as was admitted by Takahashi, the Company's version of there effectively being no limit to the oversizing, even in a portion of building, down to a temperature not seen in more than half a century is a leap not supported by data or common sense.

75. The Company must endeavor to understand how equipment sizing impacts the slope of the relationship between ambient temperature and system demand at the sort of extreme temperatures being used for their Design Day methodology. Perhaps the proactive role that MCC is playing in this proceeding could open up opportunities for the Company to learn some of this information from building departments and energy professionals who are more familiar with or have records of equipment sizing for a decent volume of properties, which could refine these estimates to be based upon assumptions with a more appropriate basis. Importantly, these assumptions have far reaching implications beyond the MEP, as these extreme cases of assumed usage are then converted to electrical capacity requirements for many of the Company's assumptions about electric system impacts, which may be overstating the electric needs and costs associated with electrification of the space heating loads.

F. Storage Sizing Monte Carlo Simulation

76. The steps above are used to determine the instantaneous shortfall at the Company's Design Day condition. In Direct Testimony, the Company indicated that the onsite storage volume was calculated by doubling the daily volume of gas needed for design day. In Supplemental Direct, the Company was ordered to provide additional testimony on the rationale or basis for doubling the daily volume. The Company responded that they conducted a Monte Carlo simulation to

identify the possible duration of an extreme cold weather event, eventually basing the sizing of the needed storage capacity on 48 hours of assumed continuous cold weather.³⁹ The Company identifies that it had to make modifications in this simulation since hourly data is only available for a Copper weather station, not the Dillon location used for the Design Day temperature. Additionally, this simulation could only be done at a temperature of -9F where sufficient data points existed. The Company argued that it is typically about 8 degrees colder in Dillon than Copper, concluding that this essentially models a -17F condition in Dillon. In upcoming proceedings, the Company must provide additional insight into the correlation of temperatures used for the design day and those used for the modeling underpinning the expected duration of such an event. Additionally, a comparison of the correlation of extreme cold weather events across each planning zone could provide important insight into the validity of some of the key temperature assumptions as we continue to improve upon planning processes.

77. The Company determined that planning to a 99.6 percent likelihood for the cold weather event duration was the most appropriate, but it is not clear upon what that planning criteria was based. The Monte Carlo Simulation shown in Figure SKJ-SD-1 has a long tail of very low probability runs with the 99 percent probability of an event colder than -9F lasting 20 hours or shorter.⁴⁰ A critical question in planning our infrastructure is to what point of certainty systems should be sized for. This should be addressed in upcoming proceedings to allow for more refinement of the system planning, including a cost benefit analysis of minor improvements in probability and the related costs for such improvements. In this case, the differential between planning to a 99 percent probability and a 99.6 percent probability has likely doubled the storage

³⁹ Hrg. Ex. 107, Supplemental Direct Testimony of Grace K. Jones, Rev. 1, at pp. 13:10-15:4.

⁴⁰ Figure GKJ-SD-1, Hrg. Ex. 107, Supplemental Direct Testimony of Grace K. Jones, Rev. 1, at p. 15.

capacity of supplemental supply (from 20 hours to 48 hours). Ultimately, though, in this Proceeding, this particular critique gets more of the sizing of the supplemental supply, rather than its existence. While the current approach likely requires additional refinement in the future, we do not have an alternative sizing analysis in this record, thus recommend moving forward with the Settlement Agreement, as modified, and taking the learnings of this Proceeding forward to further vet more precise alternatives to this methodology.

G. Additional Oversizing of Storage Equipment

78. Finally, after completing the above steps, the Company selected storage volumes for the proposed supplemental supply. In Keystone, the Company identified that 528 mscf of CNG storage was necessary.⁴¹ The Company plans, as part of the MEP, to install two- 450 mscf CNG trailers,⁴² totaling 900 mscf of storage in Keystone, 70 percent more than the storage volume they determined to be needed. When asked in hearing about such a dramatic oversizing, the Company responded that the reason for the volume being installed in Keystone was “not due to the volume” but rather because “We like to build redundancy into our system.”⁴³ Despite the availability of smaller tanks⁴⁴ that could better fit the need and still provide some redundancy, the Company for the first time in hearing indicated that they wanted the entire storage volume to be able to be served by one tank and intentionally added an entire additional tank for redundancy in case of a failure. However, the Company does not have any experience with issues with any CNG pieces of equipment which they could point to⁴⁵ in support of the need for 100 percent redundancy. It will be critical in future proceedings to better understand the Company’s sizing assumptions and to

⁴¹ Hrg. Ex. 102, Jones Direct, at p. 166.

⁴² *Id.*

⁴³ Hr. Tr. August 14, 2025, pp. 75:10-75:23.

⁴⁴ Hr. Tr. August 14, 2025, pp. 76:1-76:4.

⁴⁵ Hr. Tr. August 14, 2025, pp. 77:16-77:20.

identify an appropriate level of risk, inclusive of redundancy concerns, which were not well explored on this record.

79. While not as dramatic, the Company's LNG application in Breckenridge also appears to be oversized with the storage need identified by the Company of 4,492 mscf and 5 LNG tanks amounting to 5,369 mscf of storage,⁴⁶ which is nearly 20 percent larger than the identified need. The Company does not identify the same redundancy concerns with LNG since the Company plans to have multiple tanks, vaporizers and pumps already.⁴⁷ The Company's Direct case seemed to be based on an assumption of including up to eight (8) LNG tanks. The compromise to five tanks appears to be a key consideration for several intervenors, however, it is not clear at all upon what evidence the Company planned to substantiate the need for eight tanks. The approach to redundancy and sizing of the actual storage equipment based on planning and risk tolerances will require further inquiry to the extent the Company plans to deploy supplemental supply in the future.

80. Despite these critiques of the Company's capacity and sizing calculations, the Project provides a critical step forward in implementing a major NPA portfolio and evaluating important avoidance techniques to reduce the risk of stranded assets from traditional gas infrastructure. Since this Proceeding delved further into many more of the precise planning standards and calculations than previous proceedings had, there are not specific adjustments or alternative calculations that could be pointed to on this record to identify that no shortfall exists or to resize the portfolio based upon the concerns. Given that, the most pragmatic approach forward, which is supported by this record, is to move forward with the no-regrets NPA portfolios supported

⁴⁶ Hrg. Ex. 102, Jones Direct, at p. 168.

⁴⁷ Hr. Tr. August 14, 2025, pp. 76:25-77:12.

by the supplemental supply resources with a well-documented and strategic priority to consider the critiques to the current approach in capacity planning for any future proceedings.



Memo

To: Breckenridge Town Council Members
From: Mae Watson, Town Clerk
Date: 12/3/2025
Subject: Committee Reports

The following committee reports have been submitted and included:

- Breckenridge Social Equity Advisory Commission

Committees*	Representative	Report Status
Summit Stage Advisory Board	Matt Hulsey	No Meeting/Report
Police Advisory Committee	Staff	No Meeting/Report
Recreation Advisory Committee	Molly Boyd	No Meeting/Report
Transit and Parking Advisory Committee	Matt Hulsey	No Meeting/Report
Liquor and Marijuana Licensing Authority	Tara Olson	No Meeting/Report
Breckenridge Social Equity Advisory Commission	Flor Cruz	INCLUDED
Communications	Staff	No Meeting/Report

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



Breckenridge Social Equity Advisory Commission

November 19, 2025, 5:30pm

Breckenridge Town Hall
Council Chambers
150 Ski Hill Road
Breckenridge, CO

*Striving for racial and social equity for all by removing barriers and
facilitating opportunities to thrive*

I. Call to Order

Chair Burns called the meeting to order at 5:30pm.

Roll Call

Present: Jordan Burns, Abigail Martinez, Jotwan Daniels, Ujala Vatas, Michelle Mahoney, Carlos Lopez, Carol Saade, June Walters

Virtual:

Absent:

Discussion/Approval of Agenda

Motion to Approve: Commissioner Walters Seconded: Commissioner Daniels

Discussion/Approval of the Minutes

Motion to Approve Minutes: Commissioner Walters, Seconded: Commissioner Daniels

II. Staff Summary

i. Mexican Consulate Summary

Cruz shared that the recent Mexican Consulate event was successful and well received. Volunteers and community supporters, including Commissioner Martinez, Lopez, Walters, Mahoney, and Council Member Saade were recognized for their contributions. Community engagement was strong, and the event enabled several families to obtain essential documents that would have otherwise been difficult or impossible to secure. Cruz expressed appreciation for both the support provided and the positive impact on the families served.

ii. Recent Educational Initiatives Update

Cruz provided a quick update on recent initiatives. Cruz shared that the law enforcement forum had lower attendance but continued to support community education and strengthen relationships with the Police Department. The Pathway to Home Ownership class received strong participation, and efforts are underway to convert its materials into an accessible video library.

The Beginner's Guide to Local Government event was also successful with great attendance and community participation. Cruz recognized the Housing and Municipal Services departments for their strong community engagement efforts. Council Member Saade mentioned that the new Chief of Police will be sworn in on the first of December at 2:00pm and invited all to attend.

III. Presenters

i. Laurie Best & Darci Henning, Town of Breckenridge Housing Department – Runway

Neighborhood ADU Policy

Laurie Best and Darci Henning from the Town's Housing Department asked the Commission for their thoughts and community feedback on an ADU Policy for the Runway Neighborhood. Best shared that the Runway neighborhood will have 27 homes that could accommodate an ADU and that Town staff are working on an ADU policy to incentivize homeowners to finish their ADUs and potentially use them as affordable rental units.

Core themes from the discussion included: equity (whether only higher-income buyers of the largest, most expensive homes get access to rental income and town subsidies), the fairness of using grants vs. low-interest loans, what "reasonable" rent should be (likely tied to whether a unit is a studio vs. one-bedroom), and how to connect ADUs to upward mobility for renters (credit-building, below-market rents, and longer lease terms such as a 12-month minimum). Commissioners also raised practical concerns about parking capacity and neighborhood design, safety and comfort for families who may not want a tenant attached to their home, and the overall mix of home price points versus what local incomes can support.

Commissioners expressed cautious but generally positive support for ADUs in Runway, with several clear preferences and cautions. Many commissioners liked the idea of the developer providing an unfinished "shell" over eligible garages to preserve flexibility, but they questioned how many owners would realistically spend \$150–200k later to build them out. There was broad agreement that if the Town puts in more financial incentive (grants or bigger subsidies), it should be matched by stronger, longer-term requirements to keep the ADU rented to local workers; however, several people recommended not offering rich incentives right away and instead waiting to see if owners choose to build out ADUs on their own. Others emphasized maintaining flexibility (especially where the Town isn't subsidizing the build-out) so owners could use the space for family or extra living area rather than being forced to rent it.

The commissioners asked Council and staff to keep equity front and center in order to avoid disproportionate benefits to higher-income households, to protect affordability over time, to design rents that truly work for local workers, and to ensure infrastructure (especially parking) can handle up to 27 potential ADUs.

IV. Executive Session Regarding Legal Advice Regarding Immigration Questions

As part of the Social Equity Advisory Commission meeting on Wednesday, November 19 at 6:37 pm, Chair Burns moved to convene in executive session pursuant to receiving legal advice about the powers, authority, and obligations of local government regarding federal, state, and local immigration laws. Commissioner Vatas seconded the motion. A roll call vote was taken, and all were

in favor of the motion. Chair Burns moved to adjourn the executive session at 7:31 pm. Commissioner Mahoney made the second. All were in favor of the motion. No decision was made during the executive session.

V. Social Equity Discussion

i. Subcommittee Updates

Chair Burns stated that subcommittee updates were available in the agenda packet for review.

***Celebrate Diversity / Community Outreach & Engagement /Community Education & Influence
Immigration Rights and Advocacy
Civic Engagement***

ii. Upcoming Community Events

VI. Upcoming Council Items

There were no questions regarding upcoming council items.

VII. Upcoming Agenda Topics

VIII. Other Matters

Council Member Saade reminded the Commission that at the January meeting the Commission will need to have elections for both chair and vice chair.

Cruz also notified the group that the Commission will not hold a formal meeting in December. Instead, December will be a casual gathering, with details still to be worked out.

IX. Public Comment (Non-Agenda Items)

There was no public comment.

Chair Burns adjourned the meeting at 7:33 pm.

Memo

To: Breckenridge Town Council Members
From: Jon Dorr, Assistant Director of Recreation
Date: 12/3/2025 (for the 12/9/25 work session)
Subject: Breckenridge Events Committee

The Breckenridge Events Committee met on December 3, 2025. Below you will find the meeting minutes and a link to the SEPA calendar. Upcoming event details such as Lighting of Breckenridge/ Race of Santas and Ullr Fest were shared. Breck Create shared their 2026 outline of events measured with strategic goals of the BEC. The committee recommends multiple nights of the drone show for the 2026 4th of July holiday with a heavy emphasis on having a show happen on the actual 4th of July. Cost estimates and actual dates will be available on 12/9, but not in time for this memo's publishing. There are no additional items of note.

Minutes
Breckenridge Events Committee
Wednesday, December 3, 2025
Right event, right time, right result

Attending: Michele Chapdelaine, Jeff Edwards, Dave Feller, Kelly Sanders, Dave DePeters, Jon Dorr, Marika Page, Jen Mehlin, Tony Cooper, Carter Nelson, Tamara Nuzzaci Park, Karlie McLaughlin, Neal Kerr, Cait McCluskie, Ken Miller, Lucy Kay, Jaqueline Stone, Lucy Kay
Guests: Sarah Wetmore, Becca Reniers, Majai Bailey, Jenny Hammock, Bill Wishowski, Kerry O'Connor, Annette Kubek, Jacob Ojeda, Flor Cruz, TJ Messerschmit

- I. **Michele Chapdelaine called the meeting to order at 9:00 am.**
 - a The Committee Chair took roll call.
 - b A motion was made to approve November 5, 2025, meeting minutes.
 - **M/S/P**
- II. **Upcoming Events – BEC reviewed the upcoming events and had no concerns**
 - a. 12.5-6.25 Breck Create Winter Celebration
 - b. 12.6.25 Lighting of Breckenridge & Race of the Santas
 - c. 12.18-21.25 Ullr Fest Parade
 - d. 12.19.25 Rockstar Energy Open Concert
 - e. International Snow Sculpture Championships
 - 1.19-23.26 Block Building/Tech
 - 1.24-28.26 Carving
 - 1.28-2.3.26 Viewing
- III. **Review Past Events**
 - N/A

IV. General Updates

- Community Event Calendar Switching from Time.ly to Seeker
 - The GoBreck.com community calendar will be switching platforms from Time.ly to Seeker. BTO Marketing team will provide additional information at next month's meeting.
- Event Emergency Care Plan – Review County Policy.
 - RWB would like to implement the County's Event Emergency Care Plan policy for town events.
 - a. Policy would significantly increase need for Certified Medical providers at events, so need to be sure that there is enough infrastructure in place to support this policy.
 - BEC did not feel this should be applied as a blanket policy without further clarification and discussion with RWB. A follow up meeting will be scheduled to review further.

V. Strategic Discussion

- BTO & Breck Create Review Strategic Matrix (Event Goals/Metrics/Performance)
 - Breck Create presented their 2026 event strategy and an update on performance against their 2025 strategic goals.
 - BTO shared their overall event strategy and 2025 performance metrics, along with updates on two new October 2026 additions: Global Fire and No Man's Land. These events aim to strengthen Breckenridge's culinary and historic brand.
- Competitive Landscape Events (Steamboat/Vail)
 - The committee reviewed the summer event landscapes in Steamboat and Vail. Overall, Steamboat's offerings were similar to Breckenridge's, with the exception of the Steamboat Rodeo, which strongly aligns with their brand.
 - Discussion emphasized opportunities for Breckenridge to further develop events that highlight what makes us unique, especially our growing culinary scene.
- CO 150/250
 - Breck Create seeking a recommendation from BEC for 4th of July Drone show. Potential to have 1 Drone Show on 7/2, 2 shows on 7/2-3, or 3 shows 7/2-4.
 - BEC preference would be to hold shows on two nights, 7/3-4. If we cannot get July 4th without the July 2nd show, BEC recommends all 3 nights.

VI. Review Agenda Items for next BEC Meeting, Tuesday, January 6, 2026

- Community Event Calendar Switching from Time.ly to Seeker

VII. Meeting adjourned at 10:20 am.

The Breckenridge Events Committee evaluates events against four strategic goals:

- **Build Business** - An event designed to drive revenue for greater business community.
- **Branding/Media** - An event designed to draw external media (national & international) promoting the Breckenridge brand.
- **Fundraising** - An event designed to raise awareness and funding for a non-profit organization's mission.
- **Resident Focused** - An event designed specifically for residents vs. an event more broadly marketed to visitors and residents.



Memo

To: Town Council
From: Garrison Green, Assistant Chief of Police
Date: 12/02/2025 (for 12/09/2025 work session)
Subject: Police Department Digital Evidence Sharing

Town Council Goals (Check all that apply)

- | | |
|--|--|
| ☐ More Boots & Bikes, Less Cars | ☐ Leading Environmental Stewardship |
| ☐ Deliver a Balanced Year-Round Economy | ☐ Hometown Feel & Authentic Character |
| ☒ Organizational Need | |

Summary

The mission of the Breckenridge Police Department is to consistently strive to provide the community with the highest quality police services. To aid in fulfilling this mission, the Breckenridge Police Department utilizes several investigative tools and information sharing networks. These tools include access to national and state crime information networks, shared records management software with local agencies, and technologies such as cameras and automated license plate readers (ALPRs).

In 2025, the Breckenridge Police Department had six Flock Safety ALPR cameras installed at various locations around the Town and acquired three mobile ALPR cameras through Flock Safety that can be deployed, as needed. The fixed locations include: The intersection of Broken Lance Drive and Columbine Road, Ski Hill Road and Sawmill Road, Huron Road near State Highway 9, North French St near the North Gondola Lot, Watson Ave near the Transfer Station, and N Park Ave near the Mountain Thunder Drive. The purpose of this technology is to enhance investigations and help ensure community safety. These cameras take still images of vehicles and license plate passing a camera.

As with any personal information, the Breckenridge Police Department takes privacy seriously and only uses these networks for legitimate investigative purposes. To ensure proper use of these systems, BPD staff abides by laws, policies, and trainings related to these systems. Information is retained in the system for a period of 30 days before being deleted, unless an officer accesses the systems and downloads an image for use in a criminal investigation.

Background

Technological advancements in forensics and criminal investigations are continually progressing the way police operate. Officer sketches of crime scenes advanced to photographs while dusting for fingerprints has progressed to DNA collection and analysis. Digital evidence and video have become the standard for thorough investigations and successful prosecutions, to the point that statewide police reform legislation from 2020 mandated officers wear body cameras during investigative actions rather than solely relying on officer testimony.

The Flock Safety ALPR camera system leverages technology to create efficiencies in long-standing investigative practices for the Police Department. When the BPD managed paid parking enforcement, an ALPR camera system was installed on a Community Service vehicle, which was subsequently

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.

transferred to Breck Park. As public cameras have become more commonplace, the Breckenridge Police Department has access to view cameras on Town property, works with the Transit Department and Summit Stage to gather video, and can request ALPR information from Breck Park, all as part of our investigative efforts.

An officer can request a "Be on the Lookout" bulletin for persons and vehicles through dispatch, otherwise known as a "BOLO". BOLOs are often shared among local, regional, and state agencies through Colorado Bureau of Investigations (CBI) to expand investigative efforts. The Flock Safety system creates a de-facto digital BOLO in the form of a "Hotlist". This also allows authorized users to enter a license plate and/or vehicle description into the system as part of an investigation and get alerts when the entered vehicle passes a Flock camera, whether in Breckenridge or another agency.

The system is a shared network similar to other information systems. The Breckenridge Police Department grants and requests sharing rights with other law enforcement agencies. In order to search another agency's camera network, the authorized user must enter a case number and reason for search, thereby ensuring that the request is part of a criminal investigation. Currently, the Breckenridge Police department only shares with municipal, county, and state law enforcement agencies. Additionally, in accordance with Colorado State Law, searches for immigration violations and reproductive care are filtered out and do not hit our camera system, removing the possibility of information being used for those purposes.

With any increased technology use by police, and in particular video technology, security and privacy concerns are often expressed. For network security, the Breckenridge Police Department requires multi-factor authentication to access the system. The system requires human interaction when entering or searching for a license plate and/or vehicle description as well as an associated case number and reason for investigation. Police Department policy regarding the use of ALPRs aligns with the requirements in the system.

As for privacy concerns, the system only looks at the information requested by the officer and does not provide personal details such as name, date of birth, or address. This information needs to be acquired by the officer through other investigative means. Additionally, cameras capture vehicle images from public roadways, where there is no expectation of privacy. Alerts on the Flock system and ALPRs are not reason alone to take enforcement action nor does it act as blanket surveillance. Before taking enforcement action, our officers need to develop probable cause through other investigative means.

To help mitigate any improper use of the Flock system, the Breckenridge Police Department took a methodical approach to system access and training. The initial system access was limited to supervisors. Two supervisors took part in training directly with Flock Safety, who then trained the remaining supervisors on system utilization. After the initial training, an officer could request their supervisor search for a vehicle associated with an investigation or enter a license plate into the system "Hotlist". As staff became more familiar with the purpose and capabilities of the system, access was granted to the remaining staff and shift trainings were conducted.

While policies and legal requirements provide safeguards to ensure proper use of technology, there is no substitute for the human element of policing. Effective police work still requires hard work, dedication, and an officer's intuition. Access to shared databases and technology use act as investigative tools, not as a substitute.

Public outreach/engagement

To this point, there has been no public outreach or engagement regarding the implementation of this program. It has not been commonplace for the police department to engage with the public when making decisions regarding equipment purchases. As use of the system increases, opportunities to engage the public may arise.

Financial Implications

The initial costs associated with the Flock Safety system in 2025 was \$29,900 with an annual recurring cost of \$28,500. The contract is due for renewal in March 2027. Prior to this renewal staff will review the utilization and financial impacts of this program.

Equity Lens

The Breckenridge Police Department serves the entire community, including residents, visitors, and businesses with the same degree of empathy, respect, and dignity. The intended impact of this system on our community is to enhance police services and further build trust in our ability to solve crimes. The system captures images of any vehicle passing a camera on a public roadway and only provides date, time, and location of the vehicle. As no personal information is obtained through the system, it aids in removing bias from the investigation and there is no way to target a specific segment of our population.

The information obtained through system is intended to aid officers in criminal investigations. The locations for installation were determined in coordination with the Flock Safety camera installations proposed by the Summit County Sheriff's Office. Our designated locations cover alternative ingress/egress roadways as well as high traffic areas in and around Breckenridge is to optimize our investigative efforts, agency collaboration, and best serve our community.

The goal of the program is to further community trust of the Breckenridge Police Department by leveraging technology to solve crimes. As with any of the other information systems previously described proper use of the system by PD staff is required.

Staff Recommendation

Staff will be at the work session on December 9th to answer any questions.



Memo

To: Town Council
From: Jessie Launder, Administrative Supervisor, Community Development
Date: December 3, 2025 (For December 9, 2025 Meeting)
Subject: Building Division Administrative Rules & Regulations Update

Town Council Goals (Check all that apply)

- | | |
|--|--|
| ☐ More Boots & Bikes, Less Cars | ☐ Leading Environmental Stewardship |
| ☐ Deliver a Balanced Year-Round Economy | ☐ Hometown Feel & Authentic Character |
| ☒ Organizational Need | |

Summary

The Administrative Rules and Regulations for the Building Division, originally effective in early 2023, cover requirements and processes that are not part of the building code. This includes the permit application process, submittal requirements, contractor requirements, and the inspection process. The proposed updates to the administrative rules and regulations are necessary due to the building code update taking effect in January 2026 and the recent transition from in-person to digital permit applications.

Background

Proposed changes to the administrative regulations include the following:

- Update the application and inspection sections that explain the digital process
- Revise the permit duration section to incorporate the updated code requirements
- Remove the stop work process section, as it is now covered in the updated code
- Other minor administrative revisions

Public outreach/engagement

Section 1-18-1 of the Town Code requires rules and regulations to be published under section 1-18-3, and be supplied to the Town Council at least two weeks prior to promulgating the rules. While no other community outreach is planned for the rules and regulations update, the Building Division communicated the upcoming code changes to the community via a series of informative meetings. When changes in processes need to be communicated to applicants, it's done through email blasts, notices on the user portal, and "how-to" guides posted on the website and user portal.

Financial Implications

The proposed updates do not have any financial implications.

Equity Lens

Related to the Town's Equity Blueprint, this amendment is neutral to the Blueprint's goals since it pertains to conveying information related to the permit application process, submittal requirements, contractor requirements, and the inspection process. None of the potential possible outcomes, including no action to the adoption of the proposed amendments, will likely have any impact related to the four overarching goals of the Equity Blueprint.

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.

Staff Recommendation

The updates are adopted administratively, so no formal action is required by the Council. Staff will be available to answer any questions.

ADMINISTRATIVE RULES AND REGULATIONS OF THE BUILDING DIVISION

ARTICLE I – GENERAL PROVISIONS

A. Authority and purpose. These rules and regulations (hereinafter referred to as “regulations”) are issued by building division of the Town of Breckenridge per title 8, chapter 1, of the municipal code. These regulations elaborate on and implement the codes that the building division administered under title 8, chapter 1 of the Town Code and the codes enumerated below, as they are amended from time to time:

- International Building Code, 2024 Edition, including Appendix P, published by the International Code Council, Inc.
- International Residential Code, 2024 Edition, including Appendix BE and BG, published by the International Code Council, Inc.
- International Plumbing Code, 2024 Edition, including Appendix C, published by the International Code Council, Inc.
- International Mechanical Code, 2024 Edition, including Appendix A, published by the International Code Council, Inc.
- International Fuel Gas Code, 2024 Edition, including Appendix A and B, published by the International Code Council, Inc.
- International Energy Conservation Code, 2024 Edition, published by the International Code Council, Inc.
- International Existing Building Code, 2024 Edition, published by the International Code Council, Inc.
- International Fire Code, 2024 Edition, including appendices B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, and Q published by the International Code Council, Inc.
- ICC A117.1-2017 Standard for Accessible and Usable Buildings and Facilities, 2017 Edition, published by the International Code Council, Inc.
- International Pool and Spa Code, 2024 Edition, published by the International Code Council, Inc.
- National Electrical Code , 2023 Edition, published by the National Fire Protection Association.
- ICC Electrical Code – Administrative Provisions, 2006 Edition, published by the International Code Council, Inc.
- Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, published by the International Conference of Building Officials.
- Colorado Wildfire Resiliency Code, 2025 Edition, published by the Colorado Department of Public Safety, Division of Fire Prevention and Control.

- Colorado Model Electric Ready and Solar Ready Code, 2023 Edition, published by the Colorado Department of Local Affairs.
 - Summit County Aquatic Health Code, 2025 Edition, based on the 4th Edition Model Aquatic Health Code, published by the Centers for Disease Control.
- B. Effective date. These regulations are effective January 13, 2026.

ARTICLE II – CONTRACTOR REQUIREMENTS

A. All contractors working in the Town of Breckenridge must hold a valid Town of Breckenridge business license.

B. Electrical and plumbing permits shall only be pulled by state of Colorado licensed contractors. A contractor shall submit copies of the Colorado state issued Master and Contractor licenses.

i. Gas piping and associated equipment are considered plumbing systems and permits for such shall only be pulled by State of Colorado licensed plumbing contractors, OR, a contractor that holds a valid ICC F29 National Standard Master Mechanical, F32 National Standard Residential Mechanical, F33 National Standard Master Gas Pipe Fitter or equivalent

ii. Mechanical systems that connect to potable water systems are considered plumbing systems and shall be pulled by State of Colorado licensed plumbing contractors.

C. Photovoltaic alternative energy permits shall only be pulled by NABCEP Certified PV Installer. A contractor shall submit proof of such certification.

ARTICLE III-PERMIT APPLICATIONS

A. Application for Building Permit.

1. Applications for permits to build new construction, additions, remodels, reroofs, hot tubs, windows, and solar must be applied for via the online user portal. The Town does not accept building permit applications by email or mail.

2. Mechanical, electrical, and plumbing permits must be applied for via the online user portal.

B. Submittal Requirements. Attached as **Exhibit A** is a list of submittal requirements for different types of projects. This list is meant to be used as a guide only, and the building division has discretion to require additional information based on the proposed scope of work.

C. Referral Agencies. The building division has discretion to refer any application to internal Town agencies or external agencies. Applicants are notified of required external agency reviews at the time of permit application. A chart of internal departments and external agencies, and when their review and approval is required, is attached as **Exhibit B**. The

building division, may, in its sole discretion and based upon the scope of the proposed work, require referral to an agency not listed on Exhibit B.

D. Fees. Building permit fees are listed in section 8-1-4 of the town code. All other fees are set forth in the table below.

Bedroom Count Verification	\$175.00
Returned checks	\$25.00
Contractor Changes	\$65.00
Renewal of Existing Permit during 90-day grace period	\$65.00

E. Fees are non-refundable except plan check fees may be refunded when staff review has not begun or where project construction has not started, in which case eighty percent of the permit fee is refundable. Additional refund requests outside of this policy can be made and are subject to special review by the Department Director.

F. Permit fees may be waived for deed restricted workforce housing, solar, and EV chargers, upon approval by the Department Director.

G. Plan Requirements

1. Structural work shall be stamped by a Colorado Licensed Design Professional except as otherwise provided in subsection 2 below.

2. For projects reviewed under the Residential Building Code (IRC), structural drawings shall be stamped by either a Colorado Licensed Architect or a Colorado Licensed Structural Engineer.

3. For projects reviewed under the International Building Code (IBC), structural drawings shall be stamped by a Colorado Licensed Structural Engineer and architectural drawings shall be stamped by a Colorado Licensed Architect.

4. All Plans shall be scaled to a minimum of 1/8" per foot and shall indicate the location, nature and extent of the proposed scope of work and show conformance with applicable codes.

H. Renovation and/or demolition of buildings with possible asbestos.

The Town of Breckenridge follows the State of Colorado guidelines and requirements for renovation and demolition of possible asbestos containing materials (ACM). Any renovation or demolition of possible ACM is subject to these requirements. Links to the State of Colorado guidelines and requirements can be found on the Town of Breckenridge website.

I. Submitting Permit Changes.

In the event the scope of work changes after a permit is issued, an applicant shall submit a permit change form with new plans for review and approval in accordance with any other requirements of the building division.

J. Expiration of Permit; Extensions; Renewals

1. Expiration of Permits.

a. Permits automatically expire as stated in section 105.5 of the IBC as amended.

b. Upon expiration, an owner or owner's agent may be granted a 90-day grace period to renew an existing permit by paying the fees required under these rules.

c. After the 90-day grace period has expired, the owner or owner's agent shall be required to submit a new application which will be processed in the same manner as provided in Article I; provided, however, the building division has discretion to waive the requirement of any inspections if the applicant submits existing inspection records. If the original contractor(s) is no longer available, a different contractor may apply but shall assume responsibility for any work already completed.

2. Requests for extension. If it is foreseeable that work will not be complete within the timeframe stated in section 105.5 of the IBC as amended, an owner or owner's agent shall request an extension in writing prior to the expiration date. The building division has discretion whether to grant an extension if good cause is shown in the written request. The building division shall fix the time-period for any extension granted, which in no case shall be for a period longer than 6 months.

ARTICLE IV – SPECIAL REQUIREMENTS FOR CERTAIN PERMITS

A. Permit Requirements for Non-Licensed Owners. Except where the scope of the proposed work includes electrical or plumbing, an owner of a condo unit or single-family home may apply for a permit to perform their own work; provided, however, the owner shall be responsible for all code and regulatory requirements applicable to licensed contractors in the state of Colorado.

B. STR Bedroom Count Verification Permits.

1. The number of bedrooms in an accommodation unit is established on a certificate of occupancy in accordance with the requirements set forth in section 4-6-4 of the Town Code and submitted to the Summit County Assessor's Office.

2. An accommodation unit licensee may request a bedroom count verification under title 4, chapter 6 by completing an application along with a floor plan labeling the number of bedrooms.

3. Upon receipt of a completed application, the building division will schedule an inspection. If an inspection results in a change in the number of bedrooms as reflected in the new application, the building division will refer the application to Upper Blue Sanitation District for its inspection.

4. The accommodation unit licensee shall obtain the signature of the UBSD on the sign-off sheet and return the sheet to the building division.

5. Once all of the requirements of this section are completed, the building division will issue a certificate of completion noting the updated bedroom count and submit it to the Summit County Assessor's office for the official record update.

C. Other bedroom count verification permits, when not conducted for an STR, will follow the same process as in subsection B above.

D. Wind bracing detail by a structural engineer must be provided for historic projects when applicable.

E. Hot tub permits must post required signage on any hot tub where the permit has not received an approved final inspection. Signage may be removed after approved final inspection.

ARTICLE V - CHANGE OF CONTRACTOR

A. A contractor change form is required for any change in contractor and the owner must submit in writing consenting to the change of contractor.

B. The new contractor shall submit a new permit application, a written statement of the project status.

C. Fees already paid in original application will be accepted for the new contractor application.

ARTICLE VI – INSPECTIONS

A. Required inspections vary with the scope of the proposed work in the application for permit. Inspections must be scheduled using the building division's online user portal. A list of inspections that the Town of Breckenridge performs is set forth in **Exhibit C**.

B. Inspections must be scheduled prior to 11pm the night before in order to go on the schedule the following business day.

C. It is the responsibility of the permit holder to have approved plans on-site during inspections. Approved plans can be printed, or digitally available by the permit holder.

D. Fee for Re-inspection.

A reinspection fee will be assessed per the fee schedule in section 8-1-4 of the town code.

E. Town of Breckenridge inspectors have the discretion to request proof of a Colorado state issued license for electrical or plumbing contractors performing work on site.

F. Electrical/Plumbing contractors are not required to be present for all inspections except if requested by an inspector.

G. The building division has the discretion to verify electrical or plumbing contractors compliance with licensee-to-apprentice ratio, as required by law.

H. Building permit holders do not have to be present for an inspection unless requested by an inspector. If not requested to be present, means of access must be provided.

ARTICLE VII-COMPLIANCE AND ENFORCEMENT

Any violation of the municipal code, any adopted codes, these building division regulations, or a stop work order may result in penalties being imposed in accordance with title 1, chapter 4 and any other relief available.

Exhibit A: Submittal Requirements

Submittal Requirements are intended to be used as a guide only. The building division may require additional information and/or plan modifications when necessary.

New Construction – Residential

All new construction must go through the development review process in accordance with the Town's development code prior to applying for a building permit.

- Completed digital building permit application
- Plans (see Plan Requirements)
- Soils report
- REMP Calculator and REMP Checklist when applicable
- Agency sign-offs as depicted in Exhibit B

New Construction – Commercial or mixed use

All new construction must go through the development review process in accordance with the Town's development code prior to applying for a building permit.

- Completed digital building permit application
- Plans (see Plan Requirements)
- Soils report
- REMP Calculator and REMP Checklist when applicable
- Agency sign-offs as depicted in Exhibit B

Additions – Residential

All additions must go through the development review process in accordance with the Town's development code prior to applying for a building permit.

- Completed digital building permit application
- Plans (see Plan Requirements)
- Soils report (if foundation work)
- Asbestos test report (if disturbing trigger levels of material) and clearance report if asbestos has been abated
- Agency sign-offs as depicted in Exhibit B

Remodels – Residential

- Completed digital building permit application
- Plans (see Plan Requirements)
- Asbestos test report (if disturbing trigger levels of material) and clearance report if asbestos has been abated
- If replacing flooring, flooring specs that include the sound transmission class rating required (for multi-family buildings only)
- If replacing windows or doors, specs required
- Agency sign-offs as depicted in Exhibit B

Additions – Commercial or mixed use

All additions must go through the development review process in accordance with the Town's development code prior to applying for a building permit.

- Completed digital building permit application
- Plans (see Plan Requirements)

- Soils report (if foundation work)
- Asbestos test report (if disturbing trigger levels of material) and clearance report if asbestos has been abated
- Agency sign-offs as depicted in Exhibit B

Remodels – Commercial/Mixed Use

- Completed digital building permit application
- Plans (see Plan Requirements)
- Asbestos test report (if disturbing trigger levels of material) and clearance report if asbestos has been abated
- If replacing flooring, flooring specifications required
- If replacing windows or doors, specifications required
- Agency sign-offs as depicted in Exhibit B

Reroofs (residential & commercial/mixed use)

- Completed digital building permit application
- Specifications on the roofing material showing a class A fire rating and wind rating
- Digital depiction of roofing material color
- Agency sign-offs as depicted in Exhibit B

Hot Tubs (new hot tubs AND replacements of existing hot tubs)

- Completed digital building permit application
- Site plan
- If placement is on a deck 12" or more from the ground, and engineer stamped letter is required stating the deck can bear the weight of the hot tub.
- Licensed electrician added to the permit
- Agency sign-offs as depicted in Exhibit B

Solar Permits (new construction residential & commercial/mixed use and existing applications)
Solar scopes of work must be applied for on their own application, separately from any other scopes of work.

- Completed digital building permit application
- Site plan
- Elevations showing the panels on the roof
- If a Photovoltaic System - the Photovoltaic System Electrical Diagram and placard layout, stamped by a Colorado Licensed Electrical Engineer.
- Licensed electrician added to the permit
- If a Solar Hot Water System - Piping Schematic stamped by a Colorado Licensed Plumbing or Mechanical Engineer.
- If a Solar Hot Water System – Separate Mechanical Permit Required.
- Agency sign-offs as depicted in Exhibit B.

Window/door replacements and decks: See remodels.

Exhibit B: Internal Departments and External Agency Reviews

	New Construction			Remodel/Addition			Hot Tubs		Solar	
	Residential: Single Family or Individual Condo	Residential: Multi-Family	Commercial	Residential: Single Family or Individual Condo	Residential: Multi- Family	Commercial	Residential: Single Family or Individual Condo	Residential: Multi-Family	Commercial	All Residential and Commercial
Finance Department	Yes	Yes	Yes	Yes, if valuation is over \$100K	Yes, if valuation is over \$100K	Yes, if valuation is over \$100K	Yes, if valuation is over \$100K	Yes, if valuation is over \$100K	Yes, if valuation is over \$100K	Yes, if valuation is over \$100K
Town Clerk	No	No	Yes, if project will have a liquor or marijuana license	No	No	Yes, if project will have a liquor or marijuana license	No	No	No	No
Environmental Health	No	No	Yes, if any food or liquor is served; pool/spa; child care or school	No	No	Yes, if any food or liquor is served; pool/spa; child care or school	No	Yes, if common area or shared	Yes	No
Upper Blue Sanitation District	Yes	Yes	Yes	Yes, if changing count of beds/baths; ADU; or change of use	Yes, if changing count of beds/baths; ADU; or change of use	Yes, if changing count of beds/baths; major plumbing work; or change of use	No	No	No	No
Red White & Blue Fire District	Yes	Yes	Yes	Yes if SFR sq. ft. is over 6,000; yes for condos	Yes (No for windows/doors and roofs) YES for EV CHARGERS	Yes (No for windows/doors and roofs) YES for EV CHARGERS	No	Yes	Yes	No
Water Department	Yes	Yes	Yes	Yes, if adding sinks/toilets/showers, foundation work or scrape, change of use, Fire sprinkler sys., Landscape irrigation, addition is separate building, or ADU	Yes, if adding sinks/toilets/showers, foundation work or scrape, change of use, Fire sprinkler sys., Landscape irrigation, addition is separate building, or ADU	Yes, if adding sinks/toilets/showers, foundation work or scrape, change of use, Fire sprinkler sys., Landscape irrigation, addition is separate building	No (Yes, if plumbed directly to water line)	No (Yes, if plumbed directly to water line)	No (Yes, if plumbed directly to water line)	No
Streets Department	Yes	Yes	Yes	Yes, if addition	Yes, if addition	Yes, if addition	No	No	No	No
Engineering Department	Yes	Yes	Yes	Yes, if exterior work (No for windows or roofs)	Yes, if exterior work (No for windows or roofs)	Yes, if exterior work (No for windows or roofs)	No	No (unless ROW permit is needed)	No (unless ROW permit is needed)	No
Planning Department	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Building Department	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Exhibit C: Inspections Performed*

Temporary Power
Temporary Gas
Bedroom Count Verification
Layout & Footing ¹
Foundation Wall ²
French Drain Waterproof Insulation
Concrete Slab
Permanent Meter Release
Underground Electrical
Underground Plumbing
Under slab or Floor Mechanical
Underlayment & Flashing ⁵
Rough Electrical
Above Grid
Rough Plumbing
Gas Piping – Pressure Test
Rough Mechanical
Framing ³
Insulation
Drywall
FP/Boiler/Furnace Chase/Drywall
Gas Piping – Appliance Set – Meter Release
Exterior Gyp
Roof/Wall Sheathing
Pre-Final REMP
Final REMP
Shower Pan
Final Electrical ⁴
Final Plumbing ⁴
Final Mechanical ⁴
Final Building ^{4, 5}
(Prior to Final Building all technical permit final inspections must be approved.)

*The Town of Breckenridge Building Division may use photography, including drone photography, to assist with inspections

¹Soils Report required prior to Layout and Footing inspection. Frost Report required same day and prior to inspection from November 1 to May 1, or if freezing temperatures occur prior to November 1 or after May 1, per Town of Breckenridge Ordinance.

²ILC with elevations showing top of wall to be submitted and approved prior to Foundation Wall Inspection

³ILC Showing ridge elevation to be submitted and approved prior to Framing Inspection

⁴Required agency sign-offs must be submitted prior to scheduling final inspections.

⁵A ladder or other means of access may be required for inspections. It is the responsibility of the Contractor to communicate with the building inspector prior to the inspection for the means of access. Due to site conditions, weather and safety protocols, this requirement will be determined on case-by-case basis.



Memo

To: Town Council
From: Ellie Muncy, Planner I
Date: 12/03/2025 (for 12/09/2025 work session)
Subject: Exterior Lighting Program Update

Town Council Goals (Check all that apply)

- | | |
|--|---|
| ☐ More Boots & Bikes, Less Cars | ☒ Leading Environmental Stewardship |
| ☐ Deliver a Balanced Year-Round Economy | ☒ Hometown Feel & Authentic Character |
| ☐ Organizational Need | |

Summary

This memo includes an update on the upcoming exterior lighting compliance deadline and a brief overview of the planned code compliance approach.

Background

In 2007, the Town Council adopted the existing exterior lighting code which required all lighting to be brought into compliance by July 1, 2022. That compliance date was extended to July 1, 2025, and subsequently extended with a 6-month grace period to delay enforcement until January 2, 2026. Community Development staff completed a survey of all properties for compliance, and for the past year and a half has initiated outreach efforts to raise awareness and support community members with one-on-one interactions to assist in bringing exterior lights into compliance. This update is intended to outline the work already completed, the feedback received, and the plan moving forward.

Current Compliance Statistics:

- 2,769 properties surveyed (June 2025)
 - 1,774 properties in compliance (64%)
 - Roughly 827 of those properties were not originally compliant
 - 995 properties not in compliance (36%)*
- 2 rounds of letter notices and 3 rounds of email notices to properties
- 195 site visits completed
- 18 community events/pop-up booths hosted
 - 231 total event attendees
- Of the 1,468 properties we have had contact with on the compliance hotline:
 - 90% were merely seeking additional information regarding compliance
 - 2% specifically called to express support for the Dark Sky initiative
 - 8% have expressed displeasure or opposition to the Dark Sky initiative

*The current compliance statistics are based on the last Town survey done in June 2025 and have been further refined by property owners who have reached out to staff since then. Staff is confident there are more compliant properties than the above statistics reflect, as the above only reflect property owners who have self-reported or individual inspections conducted by staff. In addition, staff has spoken to roughly 1,468 property owners, most of whom are currently in the process of bringing their lights into compliance.

Staff will conduct another survey of Town in January before beginning enforcement which should result in a much higher number of compliant properties. Following the survey of Town, staff will send out official violation letters to

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.

property owners that are still noncompliant, giving 30 days to come into compliance prior to the issuance of the first fine. Fines will be issued in accordance with the schedule defined in code section [9-12-15\(B\)](#), below. Further, staff has been working with properties that have extenuating circumstances, new owners, or have back-ordered fixtures to give further flexibility.

1. *First observed offense: \$250.00*
2. *Second observed offense: \$500.00*
3. *Third observed offense and each subsequent observed offense: As determined by the municipal judge.*

Public Outreach/engagement

Staff previously developed and presented a robust [public outreach and engagement plan](#). This plan was implemented with ads, postcards, social media posts, and more. Additionally, staff has sent out several mail and email reminders and assistance information. Staff has set up a well-utilized webpage to provide further resources and information, [breckdarksky.com](#), as well as continues to support the dedicated lighting email (lighting@townofbreckenridge.com) and phone line (970-453-3153) which is directed to two of our Planners to answer questions.

Financial Implications

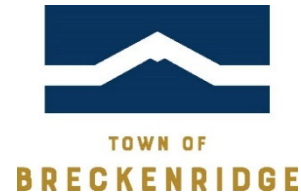
There are no additional financial implications at this time.

Equity Lens

Staff has considered the equity lens in relation to the exterior lighting compliance requirements and the upcoming enforcement process. The initial lighting code was passed with a 15-year compliance deadline to account for the functional lifespan of existing light fixtures and those who will need to replace them. A 2-year extension was passed in 2020 to account for the negative effects the pandemic had on the community and the economy, and how it may have hindered those who need to bring their fixtures into compliance. An additional 6-month grace period on enforcement was implemented to give additional time to those who were not previously informed about the regulations. Staff has pushed out communication and messaging in as many forms as possible to ensure everyone is informed. Staff also strongly encourage retrofit solutions which offer the ability to bring a fixture into compliance by modifying it, rather than having to replace it, and reduce the potential cost burden. In addition to a retrofit information page to walk homeowners through cost-effective retrofit options, staff has also created a Lighting Database to provide information on where to purchase compliant fixtures and retrofit options. Staff has hosted many community events in a variety of locations, formats, and times to offer flexibility to community members, and the educational campaign has been presented in both English and Spanish. Staff hopes to keep the enforcement process as equitable as possible while also working with property owners, and has been open and understanding to potential extenuating circumstances necessitating the need for additional time for compliance.

Action

No Council action is required. Staff appreciates the opportunity to inform the Council of the current lighting compliance efforts and upcoming steps being taken toward the Exterior Lighting Chapter requirements. Staff looks forward to receiving Town Council's questions, comments, and guidance.



Memo

To: Town Council
From: Laurie Best-Director, Breckenridge Housing Department
Darci Henning, Housing Program Manager
Date: 12/2/2025 (for 12/9/2025 work session)
Subject: Runway Neighborhood-Accessory Dwelling Unit Options

Town Council Goals (Check all that apply)

- | | |
|--|--|
| ☐ More Boots & Bikes, Less Cars | ☐ Leading Environmental Stewardship |
| ☐ Deliver a Balanced Year-Round Economy | ☐ Hometown Feel & Authentic Character |
| ☒ Organizational Need | |

Summary

This worksession has been scheduled to discuss options for Accessory Dwelling Units (ADUs) within the Runway Neighborhood. There has been significant interest in ADUs in this neighborhood to increase the unit count while also increasing the diversity of housing types and price points. The Housing Department and the Community Development Department staff have researched ADU programs throughout Colorado and also discussed ADUs with the Breckenridge Social Equity Advisory Commission (BESAC). The goal of this worksession is to review initial feedback/findings and discuss options/next steps. The focus of this discussion is ADUs within the Runway Neighborhood. Staff intends to also evaluate opportunities and programs for ADUs in market rate neighborhoods in the future, but given the timing, we are currently focusing the discussion on the Runway Neighborhood.

Background

Site work and infrastructure for the first phase of the Runway Neighborhood is now underway and subject to a GMP approved by the Town. If the Council approves the vertical pricing which will be presented in early 2026, construction of the first homes would start in the spring. The master plan specifically provides for ADUs within the neighborhood and there are 27 single family homes in the first phase (81 units) that have a two-car garage that can accommodate an ADU. The vertical pricing that will be presented includes the ADU shell above all the two car garages and assumes those single family homes units will be sold ADU-ready. The next step is to determine what, if any additional incentives should be provided to encourage the full buildout of the ADUs.

To provide some background, a summary of other ADU programs is attached for your review. The State is encouraging ADUs and many communities are reducing barriers, with some going further with financial subsidies (loans or grants) to homeowners. Grand Junction and Eagle County are examples of programs that provide incentives that are increasing the interest and development of ADUs.

Public outreach/engagement

More information regarding the Runway project will be available to the public and to interested parties when/if the Council authorizes the budget, and vertical construction starts in early 2026. At that time, marketing will begin and we will need consensus on the ADU options.

Financial Implications

Including the ADU-ready shells in the Runway Neighborhood creates an opportunity to add rental units and reduces some of the barriers for the development of ADUs. We estimate the cost for the shell above the two-car garage during the initial construction is approximately \$50,000 and the additional cost to build out the ADU finish is under \$150,000 plus water/sewer fees (\$40,000). While a total price of under \$250,000 is a lower cost compared to constructing a new unit, it is higher than the average cost of acquiring a unit through the preservation programs the Town currently offers. It should be noted that these estimates are still preliminary as the bidding process for vertical costs is currently underway.

Given the projected cost to construct, the math doesn't always pencil for a homeowner. Rental revenue from an ADU generally cannot be counted towards income for the purpose of qualifying for most mortgage loans, affordable rents may barely cover the increased loan payment, so excess revenue is not necessarily guaranteed, and payback/return on investment comes with some risk. Ultimately, the decision on this type of investment will always be subject to the market conditions, including the rental market which will change over time and from one community to another. It can also vary significantly from one homeowner to another depending on how they view their home, their financial goals, and their interest or capacity to be a landlord. Since the 'right' subsidy may be a moving target, it is difficult to estimate the financial implications of an ADU incentive program. In the event the Town opts to implement a subsidy it will be important to establish an annual budget/target and test the assumptions.

Equity Lens

There was a robust discussion with the Breckenridge Social Equity Commission (BSEAC) on 11/19/2024. Comments are attached.

Options/Recommendations

While ADUs could create more units within the Runway Neighborhood, several issues have been identified. We have listed a few options/suggestions based on input from BSEAC and our research. We included staff response in italics, and we've also included a Draft-Tiered ADU Program (Breckenridge) as an exhibit. We look forward to your feedback.

1. Rather than subsidizing the ADUs by building the shell, apply that \$50,000 cost to buy down the sale prices for the townhomes to improve affordability on the lowest priced homes-*Staff believes the construction of the ADU shell reduces a significant barrier to the build out of ADUs and we believe there is a public benefit associated with the intentional and planned option for ADUs in neighborhoods. We support the construction of the shells to provide and preserve the opportunity for their buildout.*
2. Include the shell as planned but wait to establish an ADU incentive program until there is better understanding of the market forces and the need for public subsidy. The rental market is currently in some flux with the recent addition of deed restricted apartments throughout Summit County. It may make sense to wait to see how many are built out without an incentive program and gather data on the cost and what homeowners need or want.-*If initial homeowners opt to build out the shell on their own and then a program is subsequently developed to incentivize the buildout of the remaining ADU shells, there could be some inequities to consider.*
3. If there is an incentive program, it should be very flexible with a tiered approach-supporting owners having the choice to add an ADU or not, and letting owners evaluate the pros/cons relative to their goals, their resources, and their capacity. Homeowners should have flexibility to use the ADU for larger or extended family, but if rented, would prefer long leases (6 months + and low rents)-*Staff has prepared a Draft Tiered Program as a starting point for the conversation, but agree that more restrictions should come with more public investment.*
4. There was not a strong preference on the type of subsidy (forgivable loans, low interest loans, grants, etc.) but consensus on more public subsidy requires more restrictions on the use/occupancy, rental rate etc.-*Agreed- staff can amend the Draft -Tiered ADU Program based on Council direction.*

At this time, staff recommends Option #2, because we don't have a good understanding of homeowner needs and/ or interest in ADU's. We don't know how the rental market is relative to demand for ADU's. But, we look forward to your feedback regarding these options and the Draft Program that is attached.

DRAFT- TIERED ADU PROGRAM-BRECK

To: Comm Dev Staff
From: Clif Cross, Planner II
Date: 10/13/2025
Subject: Sample Tiered ADU Incentive Program



Purpose

The purpose of this program is to encourage the development of Accessory Dwelling Units (ADUs) within the Runway neighborhood through a structured, tiered system. This approach is designed to balance financial support with long-term affordability for the local workforce.

Tier 1 – ADU/Garage Shell Only (Base Subsidy)

- Provides basic subsidies for residence/garage/ADU shell construction.
- No additional financial assistance.

Tier 2 – ADU Shell Plus Fee Waiver or Grant

- Includes all Tier 1 subsidies.
- Additional assistance in the form of:
 - Fee waivers (e.g., Plant Investment Fees from TOB, Water Tap Fees from Upper Blue Sanitation District, and potential fees from Red, White & Blue Fire Protection District).
 - Estimated 2026 PIF fees for an accessory apartment/ADU: \$15,600
 - OR a grant of up to 10% of the construction cost.

Tier 3 – Full ADU Build with Loan Option

Includes all Tier 1 and Tier 2 subsidies. Two financing pathways are available:

1. Basic Loan Option
 - a. Town-financed loan up to \$150,000 (full construction cost cap).
 - b. 0% interest for the first year; 1–2% interest thereafter.
 - c. Funded through reallocated Housing Helps and Buydowns for the 2027 Housing Budget.
 - d. Requires a deed restriction in perpetuity limiting rent to 110% AMI:
 - i. Studio: \$2,560
 - ii. 1-Bedroom: \$2,743
2. Loan Forgiveness Option
 - a. Same loan terms as above (up to \$150,000).
 - b. Requires long-term rental deed restriction in perpetuity and lease to qualified tenants under income limits defined by the Summit County Housing Needs Assessment.
 - c. Annual loan forgiveness is tied to the income level of the tenant:

AMI Bracket	Studio Rent	1-Bedroom Rent	Annual Forgiveness %
30% AMI	\$698	\$748	20%
50% AMI	\$1,163	\$1,246	15%
80% AMI	\$1,862	\$1,995	10%
90% AMI	\$2,094	\$2,244	TBD

Compliance Requirements

Lease document and income verification required annually.

Tenants must meet income qualifications.

Loan and deed restrictions are enforced during loan term.

Compliance and Terms

Deed restriction language must reference TOB Housing Rules and Regulations.

Loan and affordability terms are binding during the restriction period.

Repayment of loan or expiration of restriction may allow conversion to long-term rental capped at 100% AMI.

Outstanding Policy Questions

Should AMI targets remain fixed or float with HUD/Summit County updates?

Can lower AMI affordability caps be lifted after loan repayment? Return to 110%?

Should deed restriction persist loan-payback or post-forgiveness?

Define terms for sale, refinance, or early payoff.

Next Steps

Finalize policy details and legal language.

Allocate funds in the 2027 Housing Budget.

Draft restrictive covenant and loan documents.

Staff notes from BESEAC meeting:

Darci and Laurie attended the 11/19 meeting. There was robust discussion and some concern about using public funds to provide ADUs only in the homes that are affordable to higher income households. The Commission expressed some support but more concerns that this re-enforce inequities with more opportunities for wealth building to higher income households. We received the following comments:

Note: these are notes received from one Commissioner

1. The ADU program reinforces wealth inequities between higher-income and moderate-income buyers
2. The cost of ADU build-out (\$150K+) excludes many local workers, especially first-generation and lower-wealth households
3. Risk of a subsidy imbalance: public money flowing to the highest-income buyers - one of my biggest concerns!
4. Disparity in rental benefits: Only certain homeowners get access to rental income - another of my biggest concerns!
5. Lack of intentional engagement with impacted groups ("Intention" gap). Think the renters in this instance.
6. Potential impacts on neighborhood culture and inclusivity
7. The assumption that ADUs inherently improve affordability may not be true

Considerations:

1. Ensure access to ADU benefits across income levels
2. Demand equity modeling before approval
3. Tie grants/loans to equity conditions
4. Require intentional engagement - have we brought the potential renters of ADUs into the conversation?
5. Recommend monitoring + accountability

Program Descriptions:

ADU Policy Comparison Chart

City/Town	Aspen, CO	Breckenridge, CO	Crested Butte, CO	Denver, CO	Silverthorne, CO	Steamboat Springs, CO	Summit County, CO	Eagle County, CO	Grand Junction, CO	Park City, UT	San Luis Obispo, CA	Santa Barbara, CA
Maximum ADU Size (sq. ft.)	300–800 (ADU), 1,200 (Carriage)	Up to 1,200 or 33% of main home	400–1,200 depending on zone	864–1,000 (based on lot size)	Up to 1,200 or 33% of main home	Up to 1,000 (detached or internal)	1,000–1,400 (based on lot/type)	600–1,800 (based on lot size)	Max 900 sq ft	Up to 1,000 or 33% of main home	850 (studio/1bd), 1,000 (2bd), 1,200 (waiver)	500–1,200 based on lot size
Design Guidelines	Detached only, 25' max height	Attached only, same setbacks/height as main	Detached rear yard, 24' max height	Rear 35% of lot, 24' max height	Attached only, 18' height limit	5' setbacks, 18–24' height	10' setbacks, 25–35' height	Standard setbacks, 25–35' height	Detached/attached ; must be smaller than main home; no front yard	Attached or detached (if lot ≥3,750 sq ft)	4' side/rear setback, 16–25' height	4' side/rear setback, up to 25' height
Parking Requirements	1 off-street, not tandem	1 off-street	1 off-street	Often waived	1 off-street	1 off-street	2 off-street (1 can be tandem)	1 per bedroom (max 2)	1 space; on-street within 100 ft OK	1 per bedroom	None required	Often waived
Owner Occupancy Requirement	Not required	Not required	Not required	Not required	Required or 6-month lease	Not required	Not required	Not required	Not required (Tier 2: owner <140% AMI)	Required	Not required (JADU = yes)	Not required (JADU = yes)
Permitting Process	Admin permit	Admin permit	Admin permit + design review	Admin permit	Admin permit + deed record	Admin permit	Admin permit + covenant	Admin permit	Planning Clearance + building permit	Admin permit + deed record	Ministerial permit	Ministerial permit
Rentals & Restrictions	6+ month lease, local worker, deed-restricted	6+ month lease, local worker, deed-restricted	6+ month lease, local worker, deed-restricted	No STRs unless primary residence, no deed restriction	6+ month lease, local worker, deed-restricted	30+ day lease, optional deed restriction for workforce housing	6+ month lease, local worker, deed-restricted	No STRs if deed-restricted, optional covenant for incentives	No lease/income limits in base code; incentives require 5–7 yr rental, no STRs, annual reporting	90+ day lease, no STRs, only 1 ADU per lot	30+ day lease, no STRs, no rent caps	31+ day lease, no STRs, no rent caps
Incentives	Floor area bonus, exempt from growth caps	Summit County support, no direct town incentives	Fee waivers, required if building >250 sq ft accessory structure	State grants, fee waivers, pre-approved plans	Density bonus, Summit County grants up to \$15k	Fee waivers, FAR bonus, exploring grants	Up to \$60k grants, free stock plans, fee waivers	Up to \$150k loans, fee waivers, technical support	City pays impact/tap fees; Tier 2 adds \$15k for owner-occupants <140% AMI, 7-yr rental required	Considering incentives, no current subsidies	Fee waivers, state loans, pre-approved plans	Fee waivers, pre-approved plans, exploring loans
Additional Notes	No STRs, must register with APCHA	No STRs, covenant required	No STRs, strong enforcement	Citywide ADU zoning as of Dec 2024	No STRs, only 1 ADU per SFR lot	No STRs, historic overlays may apply	No STRs, covenant required	Flexible use unless incentives taken	Repayment if incentive terms not met	HOA preemption for internal ADUs	JADUs allowed, no affordability mandates	Coastal zone may need extra review



Memo

To: Town Council
From: Tara Olson, CMC, Deputy Town Clerk
Date: 12/3/2025 (for 12/9/2025)
Subject: Liquor and Marijuana Licensing Authority Appointment Interviews

Town Council Goals (Check all that apply)

- | | |
|--|--|
| ☐ More Boots & Bikes, Less Cars | ☐ Leading Environmental Stewardship |
| ☐ Deliver a Balanced Year-Round Economy | ☐ Hometown Feel & Authentic Character |
| ☒ Organizational Need | |

Summary

Three (3) seats on the Town of Breckenridge Liquor & Marijuana Licensing Authority (LMLA) are open for appointment. We received eight (8) applications, which are included for Town Council review. Applicant interviews will be held during the work session. Appointments are made by motion during the Regular meeting, and a **sample motion** follows:

"I move that we appoint Name, Name, and Name to four-year terms on the Breckenridge Liquor & Marijuana Licensing Authority".

Background

The Liquor & Marijuana Licensing Authority (LMLA) consists of five (5) members who are appointed by Town Council. Current Members Include:

- | | |
|--------------------------------|------------------|
| • Ace Conway, Chair | • Austyn Dineen |
| • Ashley Zimmerman, Vice-Chair | • Garren Riechel |
| • Kelly Lovely | |

The Authority members' terms are four (4) years and are limited to two (2) consecutive four-year terms. Terms are staggered and expire at the end of December in alternating, odd-numbered years.

The three members whose terms expire at the end of this year are Ace Conway, Ashley Zimmerman and Kelly Lovely, all finishing up their first terms. We realize time is valuable and would like to thank Ace, Ashley and Kelly for their time serving on the Liquor & Marijuana Licensing Authority.

The available volunteer Authority positions were advertised in English and Spanish in the Summit Daily News, the Summit County Journal, on the Town of Breckenridge website and on the Town of Breckenridge social media platforms

Eight (8) applications were submitted:

- | | | |
|---------------------------|-------------------|---------------------|
| 1. Ace Conway | 4. Dennis Jeff | 7. Kelly Lovely |
| 2. Ashley Zimmerman | 5. Greg Gordon | 8. Sean Fitzsimmons |
| 3. Davis Catherine Stuart | 6. Jenny Stafford | |

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.

Liquor & Marijuana Licensing Authority Application Submissions – December 2025

1. Ace Conway

Briefly describe your interest in the Liquor and Marijuana Licensing Authority.

I have been fortunate to serve on the LMLA for the last few years and I look forward to serving for a few more. My wife and I love living in Breckenridge and I appreciate the opportunity to give back to the Town any way I can. I enjoy my colleagues on the LMLA and always look forward to meeting the new business owners who come before us. This is a wonderful place to live and I like being able to contribute any way I can.

Briefly describe how your background will add to the ability of this authority to effectively evaluate liquor and marijuana licensing applications and other related matters.

Way back in the 1980's I owned a bar and restaurant here in Breckenridge. My familiarity with the business and the laws involved offer me an advantage that I believe helps while I serve on the LMLA.

Is there anything else you would like us to know about you?

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2. Ashley Zimmerman

Briefly describe your interest in the Liquor and Marijuana Licensing Authority.

I would love to express my interest in continuing to volunteer on the LMLA. I have lived in the Town of Breckenridge since 2014. My background encompasses over 20 years of restaurant service, event planning, execution and permitting that includes SEPA and liquor related permitting specific to Breckenridge. I am TIPS trained, familiar with Colorado liquor laws, and have learned a lot while serving on the authority these last four years. I feel I am still an asset to the team but would be honored to have the opportunity to expand on the knowledge gained during my last term.

Briefly describe how your background will add to the ability of this authority to effectively evaluate liquor and marijuana licensing applications and other related matters.

As an individual who has applied for a variety of liquor permits and completed Breckenridge SEPA applications, I understand in detail the requirements placed on the applicant. Therefore, I am able to assist with the application process. Conversely, having learned the opposite side of the permitting process while serving on the authority, it is easier to convey complicated information in a concise manner that's easy to understand relating to permitting.

Is there anything else you would like us to know about you?

Learning more about tobacco and marijuana licensing has been fascinating and it will be interesting to see how potential future mandates change those two industries and their permitting processes. Additionally, if and how those changes affect businesses in Town along with revenue generation.

3. Davis Catherine Stuart

Briefly describe your interest in the Liquor and Marijuana Licensing Authority.

Interest in being in local government with previous experience in the spirits industry.

Briefly describe how your background will add to the ability of this authority to effectively evaluate liquor and marijuana licensing applications and other related matters.

After living in Breckenridge for 6 years and working in marketing for a spirits' distillery consistently launching new products, I have become accustomed to the do's and don'ts of spirits production, as well as national state legislature in the Liquor industry. I am still learning the ropes of the Marijuana industry, but with attention to detail and sound understanding of rules, I am positive that I will be an asset to the community that I've called home since 2019.

During the pandemic I was instrumental in helping our town and county restaurants safely reopen under Colorado's 5-star program. I would draw from that experience as well if I were fortunate enough to be given this opportunity by the council and mayor.

Is there anything else you would like us to know about you?

I am currently employed at Breckenridge Distillery in Marketing. I wanted to add that I have *NO* understanding of the spirits industry and availability to decision-make both justly and fairly. I applied as I have always wanted to be involved in local government, and now seems like an optimal time.

4. Dennis Jeff

Briefly describe your interest in the Liquor and Marijuana Licensing Authority.

As I understand the town better, I want to be more involved and believe I will be an asset for your needs.

Briefly describe how your background will add to the ability of this authority to effectively evaluate liquor and marijuana licensing applications and other related matters.

Who knows if anyone's background sets them on the proper path. I simply know that I have an extreme interest and hope to contribute.

Is there anything else you would like us to know about you?

Thank you for your time.

5. Greg Gordon

Briefly describe your interest in the Liquor and Marijuana Licensing Authority.

I want to be more involved in my community and I saw that there is an opening. I can be unbiased and view things with an open mind.

Briefly describe how your background will add to the ability of this authority to effectively evaluate liquor and marijuana licensing applications and other related matters.

I have been a business owner my entire adult life. I know what success looks like. I moved to Breckenridge more than 4 years ago and I want to be more involved in the community. I am fully invested in the success of Breckenridge. I proudly call Breckenridge my home.

Is there anything else you would like us to know about you?

I love spending time on the mountain during the winter. I live here full time. Meeting new people is about my favorite thing in the world. I'm always up for a new and exciting challenge.

6. Jenny Stafford

Briefly describe your interest in the Liquor and Marijuana Licensing Authority.

I am a civic-minded full time Breckenridge resident, and I'm interested in the balance between creating a welcoming environment for our guests and keeping Breck a family-friendly destination and place to live. Liquor and Marijuana play a critical role in the economy of our community and require careful thought and oversight in order to preserve Breckenridge's economic vitality. I have been engaged in the nonprofit community for many years, and I'm interested in deepening my engagement in our local government through service on volunteer authorities/commissions.

Briefly describe how your background will add to the ability of this authority to effectively evaluate liquor and marijuana licensing applications and other related matters.

I have worked in, owned, and managed for profit and nonprofit organizations for over two decades in Colorado. I have a master's degree in public administration and understand the complexities of local and state government. I previously worked on liquor licensing as a licensee, both event-based and restaurant/bar based, for a very wide variety of events and organizations. These included fundraising events, festivals, bar licenses for an art museum, and licenses for a food hall/bar which was a social impact investment for several foundations.

Additionally, I have chaired many nonprofit boards and understand how to run and participate in effective meetings and have thoughtful and respectful discussions and make decisions in a timely manner.

My husband and I do not own, operate, or invest in any restaurants, bars or establishments with liquor or marijuana licenses. We do not plan to enter this area of business.

Is there anything else you would like us to know about you?

I have been a full time Breckenridge resident since 2022 and have been a part time and full-time resident of Summit County since 2001. I am the outgoing chair of Team Breckenridge Sports Club and chair the philanthropy committee for Smart Bellies. I am also the chair of the School Advisory Committee for Summit High School.

I am extremely invested (socially, financially, civically) in Breckenridge and I'm seeking opportunities to deepen my involvement in our local government and community beyond nonprofit organizations.

I retired from full time work in April 2025 and previously ran private foundations in Colorado and ran a family office for philanthropy. Prior to that work, I was an executive at Children's Hospital Colorado and help a variety of nonprofit roles (volunteer and paid) since 2001.

I believe in expanding opportunities for individuals to own and operate businesses in our community and keeping Breckenridge as friendly as possible to entrepreneurs. However, I believe this must be done in balance with community safety, livability and vitality.

7. Kelly Lovely

Briefly describe your interest in the Liquor and Marijuana Licensing Authority.

I have served on the LMLA for the past 4 years. In that time I have learned a lot about the processes involved and I believe that puts me in an excellent position to serve another term. I enjoy meeting business owners and evaluating the needs of our community and economy. I enjoy working in a role that helps make Breckenridge a wonderful place to live and a great place for people to visit.

Briefly describe how your background will add to the ability of this authority to effectively evaluate liquor and marijuana licensing applications and other related matters.

I grew up in Summit County and care deeply about our community. I now work as a physical therapist in Silverthorne. In my profession we also have to follow rules and regulations, and maintain our licenses. Because I am not working directly with the restaurant, bar, or retail industry I believe I can offer an impartial and thoughtful viewpoint on matters that come before the board.

Is there anything else you would like us to know about you?

I enjoy being involved in my local community and government, and would love the opportunity to continue to do so.

8. Sean R Fitzsimmons

Briefly describe your interest in the Liquor and Marijuana Licensing Authority.

I am applying for a seat on the Breckenridge Liquor & Marijuana Licensing Authority because I believe strongly in giving back through service to the community. Summit County's vibrant culinary culture, and Breckenridge in particular, is something I deeply value and want to help sustain. By serving on this authority, I hope to ensure that our restaurants and beverage programs remain safe, responsible, and supportive of the unique dining and hospitality experiences that make Breckenridge such a special place.

Briefly describe how your background will add to the ability of this authority to effectively evaluate liquor and marijuana licensing applications and other related matters.

Professionally I have an extensive career in the technology business, including almost 20 years at Microsoft where I currently lead a global team responsible for nearly \$1 billion in annual revenue. Additionally I have helped multiple restaurants create food and beverage programs over the last decade.

Is there anything else you would like us to know about you?

I have read the meeting minutes and agendas of each Imla meeting that has taken place for the last five years, have researched Colorado's liquor and marijuana laws and have watched the meeting videos for all Imla meetings over the last year on YouTube.