



BOARD OF TRUSTEES REGULAR MEETING FEBRUARY 2024

February 08, 2024 at 5:00 PM
0110 Whispering Pines Circle, Blue River, CO

AGENDA

The public is welcome to attend the meeting either in person or via Zoom.

The Zoom link is available on the Town website:

<https://townofblueriver.colorado.gov/board-of-trustees>

Please note that seating at Town Hall is limited.

5:00 PM WORK SESSION:

[Priority](#) roads

Maintenance plan- timing, strategy, additional needs

Communications to residents

Products to be applied

Mid summer touch ups

6:00 PM REGULAR MEETING:

I. CALL TO ORDER, ROLL CALL

II. APPROVAL OF CONSENT AGENDA

[A.](#) Minutes for January 11, 2024

[B.](#) Approval of Bills-\$23,576.07

III. COMMUNICATIONS TO TRUSTEES

Citizen Comments (Non-Agenda Items Only- 3-minute limit please). Any written communications are included in the packet.

IV. RESOLUTIONS

[C.](#) INTERGOVERNMENTAL AGREEMENT FOR AID IN HAZARDOUS SUBSTANCE INCIDENTS

V. NEW BUSINESS

D. Approval/Recommendation of application for Dan Cleary

VI. REPORTS

E. Mayor

F.

G. Attorney

H. Staff Reports

VII. EXECUTIVE SESSION

VIII. ADJOURN

NEXT MEETING - March 14, 2024

Reports from the Town Manager, Mayor and Trustees; Scheduled Meetings and other matters are topics listed on the Regular Trustees Agenda. If time permits at the work session, the Mayor and Trustees may discuss these items. The Board of Trustees may make a Final Decision on any item listed on the agenda, regardless of whether it is listed as an action item.



Town of Blue River Memorandum

TO: Mayor Babich & Members of the Board of Trustees

FROM: Town Manager Michelle Eddy; Road Contractor Kacey Grosskreuz

DATE: January 31, 2024

SUBJECT: **Road Maintenance and Planning**

Total Miles of Roads: 30.620
 Unpaved: 20.620
 Paved: 10

Process for evaluation and development of proposed projects

- The Capital Improvement Plan provides a breakdown of priorities that were identified by citizens and Trustees throughout the development of the plan. When the Town is approached about a need for work on a specific road or area, the request is measured up next to the Capital Improvement Plan for potential capital improvements.
 - Examples:
 - Spruce Creek Road
 - Sherwood Forest Area
- For road maintenance. Information is gathered from the road maintenance crews, residents, and Police Officers on areas needing attention. The Road Contractor evaluates road conditions noting where additional drainage, grading or road base is needed to bring the road up to condition.
- A road maintenance request form was developed and approved by the Board of Trustees in 2023. This webform is available on the Town website and information has been published in town newsletters.

Provided by G & G Services

General Overview:

Beginning in the spring: Once the snow melts, we can promptly attend to immediate road concerns through spot grading. Spot grading entails identifying specific areas, such as severely potholed sections of the road, where targeted improvements can be made without grading the entire road.

Mid-summer is when we begin full-scale operations. We like to start with a dry grade, an important component in our overall operations that we'll elaborate on in the following paragraphs.

Dry grading is performed without the use of products like mag chloride. Although the dry grade process may result in a dusty surface compared to applying mag, it plays a crucial role in our operations and serves as the initial step each year.

Dry grading serves multiple purposes:

1. Pothole Mitigation: Quickly addressing any significant road damage or concerns to reduce complaints.
2. Material Assessment: Evaluating the materials at our disposal and early assessment of all Town roads enable us to understand current conditions, prioritizing areas for attention throughout the season. This is crucial for identifying roads in need of new base material.
3. Road Reshaping: Creating a road crown and clearing shoulder vegetation significantly enhances drainage, contributing to the quality and longevity of the roads.

Returning for the final grade and mag is more efficient after completing the initial dry grade.

Following a dry grade, we tackle projects such as ditch work and culverts, prioritizing them before grading and stabilization to avoid disturbing recently completed roads.

Once special projects conclude, we import new base material to the areas identified and prioritized within the budget. Ensuring efficient scheduling when bringing in new material is crucial. The grader can handle a significant amount of new base, allowing us to coordinate with multiple trucks and haul in over 500 tons a day.

Grading and stabilization: Grading involves reshaping the road surface to address irregularities and improve drainage, while stabilization focuses on enhancing durability through the application of binding agents like mag chloride, ensuring a smooth, resilient, and long-lasting road surface, with a reduction in dust. During these operations, we prioritize side roads before main roads. This minimizes the need to maneuver heavy equipment on freshly graded surfaces.

In the fall, we return to address any issues and clean out culverts before winter, preparing for the impending spring runoff.

Now that we have outlined the overall process, let's delve into the progress achieved in 2023 and our recommendations for 2024.

In 2023, our team dedicated 31 days to Blue River. The initial phase of work began in early spring with spot grading to address immediate road concerns as the snow thawed.

Full operations commenced in mid-June. We initiated road assessments through a dry grade, considering the Town budget and evaluating high-priority roads. My recommendation focused on prioritizing main roads and specific problem areas for road base applications. We prefer a systematic approach, resurfacing complete sections of the road strategically. This method allows us to track the resurfacing and continue the process annually until all roads are resurfaced as needed.

In 2023, we completed ditch work, imported 1,782 tons of new base material, and applied 44,150 gallons of mag chloride solution for road stabilization. During the meeting, I will share a map depicting resurfaced roads and my recommendations moving forward. Additionally, we conducted an experiment on Spruce Creek Rd, introducing a new product called Earthbind, designed to enhance mag chloride's effectiveness for a more durable road surface. Despite two issues (one near the asphalt off Hwy 9 and the other involving washboards on the first corner) during the summer, the road demonstrated overall resilience.

Based on lessons learned, I suggest that for future Earthbind applications, we consider temporary road closures to allow the product sufficient time to cure without the interference of ongoing traffic, potentially improving its performance over time.

Looking ahead to 2024 road maintenance, I've outlined suggestions below for discussion during the meeting:

Snowbanks/Snowpack: Remove snowpack and push back the snowbanks to enable melt-off to enter ditches instead of sitting on the road.

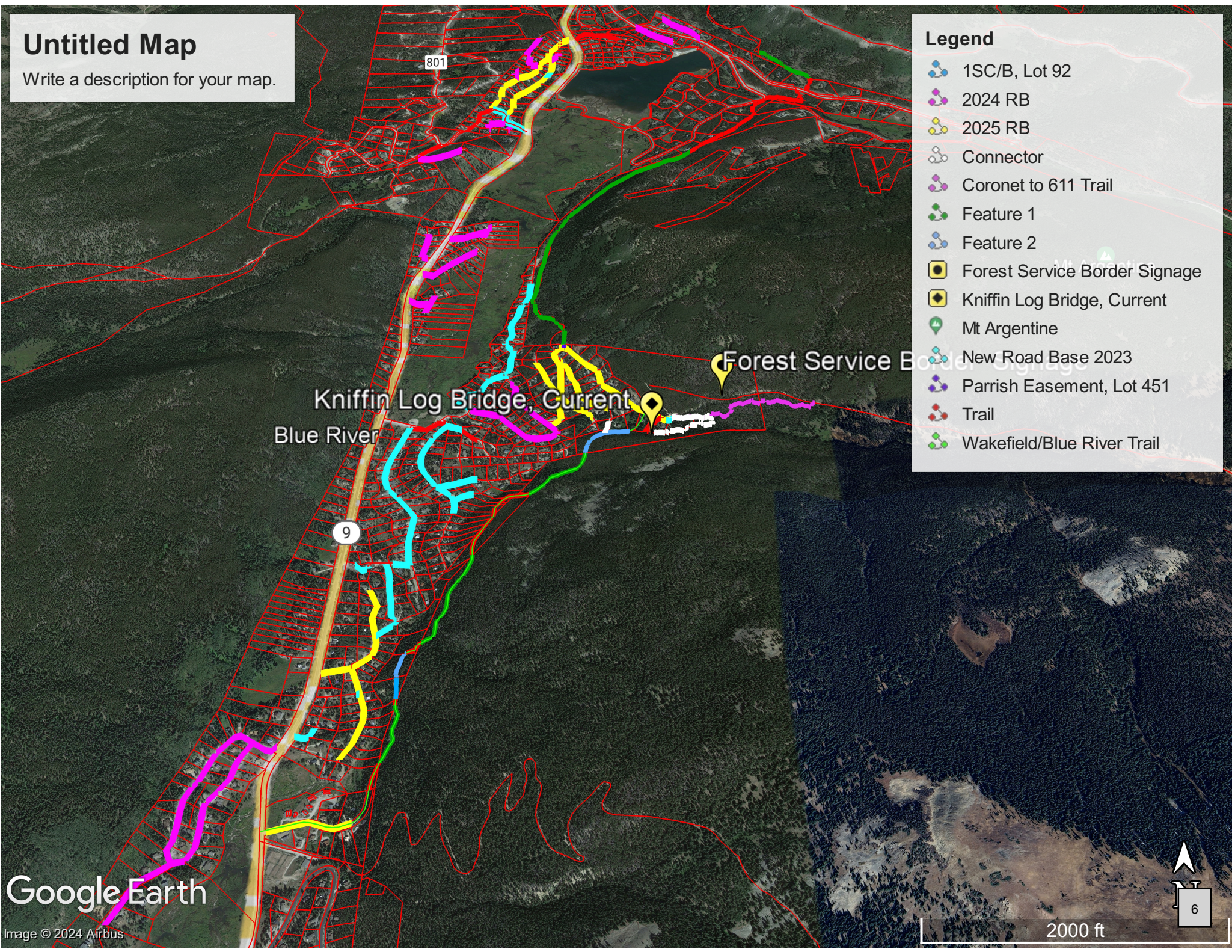
1. Road/Ditch: Regular checks throughout the summer and after/during large rain events can prevent major road damage. Simple measures like directing water off the road or clearing clogged culverts during heavy rainstorms can make a significant difference.
2. Drainage: Emphasize a concentrated effort on drainage (ditches and culverts) due to its pivotal role in gravel road maintenance. Standing water on a road leads to potholing, especially during spring runoff and heavy rain.
3. Road Base: Prioritize a couple main roads but put a strong effort into side roads this year. Side roads may not have received sufficient attention in recent years, resulting in little to no remaining material.
4. Earthbind: Consider trying Earthbind on flatter roads like Blue River Rd and Spruce Creek Rd again. Closing the road to traffic during these applications may enhance results.
5. Soft Spots/Springs: Address natural springs by redirecting them with a French drain to prevent them from emerging in the middle of the road.

Untitled Map

Write a description for your map.

Legend

- 1SC/B, Lot 92
- 2024 RB
- 2025 RB
- Connector
- Coronet to 611 Trail
- Feature 1
- Feature 2
- Forest Service Border Signage
- Kniffin Log Bridge, Current
- Mt Argentine
- New Road Base 2023
- Parrish Easement, Lot 451
- Trail
- Wakefield/Blue River Trail



Google Earth

Image © 2024 Airbus

2000 ft





BOARD OF TRUSTEES MEETING JANUARY 2024

January 11, 2024 at 6:00 PM
0110 Whispering Pines Circle, Blue River, CO

MINUTES

The public is welcome to attend the meeting either in person or via Zoom.

The Zoom link is available on the Town website:

<https://townofblueriver.colorado.gov/board-of-trustees>

Please note that seating at Town Hall is limited.

5:00 PM WORK SESSION:

Mayor Babich called the work session to order at 5:06 p.m.

A review of the current status of short-term rentals and discussion of regulations.

A discussion was held on the current status of short-term rentals in town and whether or not changes needed to be made. A staff memo was provided.

Town Manager Eddy reviewed the current status of rentals in town. There was a discussion and review of the percentages provided. It asked to begin including the total number homes built in the monthly reports. There was a review of the revenues received by the Town from short-term rentals.

Trustee Finley stated that currently it appears the current regulations are working and showing benefits in addressing the issues that previously existed.

Trustee Fossett discussed whether or not there should ultimately be a cap and what would it look like. He noted possibly a 1/3; 1/3; 1/3 among full-time; second homeowner and STR.

Trustee Pilling noted he favored a moratorium on rental licenses until the statistical data is known.

Trustee Dixon was comfortable with Trustee Fossett's thoughts, but he wasn't sure that a "cap" discussion is needed or appropriate and doesn't want to impose that on homeowners. He noted enforcing code violations is a bigger issue than a cap.

Trustee Slaughter noted issues with rentals around his home and is not in favor of rentals.

Trustee Hopkins noted the negative impacts around code violations is more important. He suggested changing language for code violations from "may" to "will" lose their license.

Discussion on how code violations are handled and filed. It was asked to provide the Trustees information on how other communities are handling code enforcement issues. This may include requiring a responsible agent.

Mayor Babich reviewed the comments and data from the survey taken in 2022 versus 2023 and noted that overall, the Town is doing well in managing what exists. He noted a desire to resurvey residents on satisfaction and community perception.

6:00 PM REGULAR MEETING:

Mayor Babich called the regular meeting to order at 6:10 p.m.

I. CALL TO ORDER, ROLL CALL

PRESENT

Mayor Toby Babich

Trustee Joel Dixon

Trustee Kelly Finley

Trustee Mark Fossett left meeting at 6:10 p.m.

Trustee Noah Hopkins

Trustee Ted Pilling

Trustee Ted Slaughter-attended via Zoom

Also present: Town Manager Michelle Eddy; Town Attorney Bob Widner attended via Zoom.

II. APPROVAL OF CONSENT AGENDA

Motion made by Trustee Hopkins, Seconded by Trustee Finley to approve the consent agenda. Voting Yea: Mayor Babich, Trustee Dixon, Trustee Finley, Trustee Hopkins, Trustee Pilling, Trustee Slaughter. Motion passed unanimously.

A. Minutes for December 19, 2023

B. Approval of Bills-\$65,248.71

III. COMMUNICATIONS TO TRUSTEES

Citizen Comments (Non-Agenda Items Only- 3-minute limit please). Any written communications are included in the packet.

No written communications were received.

There were no public comments provided.

IV. NEW BUSINESS

C. Muller Engineering-Spruce Creek Road Project

Jeff Wulliman and Levi Niesen with Muller Engineering reviewed the latest proposal for improvements to Spruce Creek Road. It was noted the status of the design is preliminary. The engineers are looking for direction from the town and hopefully beginning the process with CDOT and Xcel permitting. It is hoped to have a final package ready to present to the Trustees by mid-March for construction summer in 2024.

Trustee Finley expressed a concern of how it will impact the bus stop and the potential of cars parking and walking up. It was noted this could be addressed with a sign and enforcement.

Trustee Hopkins liked the stop sign moving to allow for more sight distance but noted a concern of the pavement section and asked if the design addresses vehicles coming down hill and hitting the sign. The engineers noted the sign specifications will be for a breakaway sign.

Trustee Dixon noted a concern about it affecting snow storage at the intersection.

Trustee Pilling asked about possibly making the sign an ariel sign hanging over area versus directly at the intersection. The engineers noted it could be looked at.

Mayor Babich noted an observation of where people currently stop and that it is not currently observed where it exists.

Resident Barrie Stimson-0095 Spruce Creek Road, noted agreement with the drainage component. He noted the idea at the intersection would most likely not address the concern due to the speeds along Hwy 9 and the corner right before the intersection. He also noted a concern with vehicles heading north turning onto Spruce Creek Road. He is in agreement with the pavement plan to allow for cars to gain traction.

Discussion to leave stop sign in its current location. There was agreement of trying to level off the initial pitch but leave the intersection more open and including pavement at the bottom and however far up as the engineers feel is necessary on the bottom section. There is a desire to allow for the south bound pull off from Hwy 9 to make the turn at Spruce Creek Road.

Jeff noted there may be a way to leave the intersection as desired and still tie in the necessary drainage component. In addition to open up the intersection area. It's noted that they are waiting on the pavement analysis to determine how far up to pave.

Agreement to move forward with the modified plan.

V. REPORTS

D. Mayor

Mayor Babich and Town Manager reported on the productive meeting with the Theobalds on the school bus stop and the Tarn.

E. Trustee Dixon remarked on the report about the Tarn and stated any final plans should come back to the Trustees before implementation.

Trustee Finely noted the Citizen Advisory Committee will be meeting on 18th.

Trustee Hopkins had no report.

Trustee Pilling had no report.

Trustee Slaughter had no report.

F. Attorney

Attorney Widner had no report.

G. Staff Report

Nothing additional to report.

VI. EXECUTIVE SESSION

There was no executive session held.

VII. ADJOURN

at 7:16 p.m.

Motion made by Trustee Hopkins, Seconded by Trustee Finley to adjourn at 7:16 p.m. Voting

Yea: Mayor Babich, Trustee Dixon, Trustee Finley, Trustee Hopkins, Trustee Pilling, Trustee

Slaughter. Motion passed unanimously.

NEXT MEETING -

February 8, 2024

Respectfully submitted:

Michelle Eddy, MMC

Town Clerk

Reports from the Town Manager, Mayor and Trustees; Scheduled Meetings and other matters are topics listed on the Regular Trustees Agenda. If time permits at the work session, the Mayor and Trustees may discuss these items. The Board of Trustees may make a Final Decision on any item listed on the agenda, regardless of whether it is listed as an action item.

Town of Blue River
A/P Aging Summary
As of January 19, 2024

	Current	1 - 30	31 - 60	61 - 90	91 and over	Total
Digital-Ally	327.00					327.00
Muller Engineering Co	12,601.25					12,601.25
Office Depot Business Account		124.58				124.58
TOTAL	\$ 12,928.25	\$ 124.58	\$ 0.00	\$ 0.00	\$ 0.00	\$ 13,052.83

Friday, Jan 19, 2024 09:30:54 AM GMT-8

Town of Blue River

Section II, Item B.

A/P Aging Summary

As of February 7, 2024

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
Breckenridge Building Center	7.99					\$7.99
Fresh & Clean Ltd.	39.00					\$39.00
Muller Engineering Co	13,432.25					\$13,432.25
Range West, Inc.	5,226.25					\$5,226.25
Trevor Kraus	150.00					\$150.00
Widner Juran LLP	5,100.00					\$5,100.00
TOTAL	\$23,955.49	\$0.00	\$0.00	\$0.00	\$0.00	\$23,955.49

Town of Blue River

Section II, Item B.

A/P Aging Summary

As of February 1, 2024

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
Galls, LLC	385.66					\$385.66
Lexipol LLC	3,173.39					\$3,173.39
Ridge Street Kitchen	455.88					\$455.88
TOTAL	\$4,014.93	\$0.00	\$0.00	\$0.00	\$0.00	\$4,014.93

TOWN OF BLUE RIVER, COLORADO

RESOLUTION 2024- 01

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR AID IN HAZARDOUS SUBSTANCE INCIDENTS

WHEREAS, the Town of Blue River (the “Town”) is a statutory town duly organized and existing under Colorado law; and

WHEREAS, the Board of County Commissioners of Summit County, Summit County 911 Center Governance Board, the Office of Sheriff of Summit County, the Summit Fire Authority, and the towns of Blue River, Dillon, Frisco, Breckenridge and Silverthorne (the “Parties”) are authorized to enter into intergovernmental agreements relating to the provision and coordination of responses to hazardous substance incidents occurring within their respective jurisdictions pursuant to Article XIV of the Colorado Constitution and C.R.S. § 29-1-203; and

WHEREAS, the Parties have prepared a proposed “Intergovernmental Agreement For Aid In Hazardous Substance Incidents” (“IGA”), a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, the Parties’ desire to enter into this IGA for the purposes of designating the Summit Fire Authority as the designated emergency response authority (DERA) for hazardous substance incidents occurring within the Parties’ respective jurisdictions, and their mutual and respective rights and obligations regarding the Summit County Hazardous Materials Team’s provision of hazardous substance incident related functions, pursuant to C.R.S. §§ 29-22-102(1) and -102(3); and

WHEREAS, the Board of Trustees has reviewed the IGA, and finds and determines that entering into the IGA would be in the best interests of the Town and furthers the public health, safety, and welfare of the community.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BLUE RIVER, THAT,

1. The Intergovernmental Agreement For Aid In Hazardous Substance Incidents between the Town and the Board of County Commissioners of Summit County, Summit County 911 Center Governance Board, the Office of Sheriff of Summit County, the Summit Fire Authority, and the towns of Dillon, Frisco, Breckenridge and Silverthorne is approved in substantially the same form as the copy attached hereto as Exhibit A and incorporated herein by this reference. The Town Manager is authorized to execute such agreement on behalf of the Town.

2. This Resolution shall be effective immediately upon approval.

ADOPTED at a regular meeting of the Board of Trustees the 8th day of February, 2024.

Mayor

ATTEST:

Deputy Town Clerk

**INTERGOVERNMENTAL AGREEMENT FOR AID
IN HAZARDOUS SUBSTANCE INCIDENTS**

This Intergovernmental Agreement for Aid in Hazardous Substance Incidents (referred to hereafter as the “IGA”) is made and entered on this 1st day of January, 2024 by and between the:
BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO
(County),
OFFICE OF THE SHERIFF, SUMMIT COUNTY, COLORADO (Sheriff)
SUMMIT FIRE AUTHORITY (SFA),
TOWN OF BLUE RIVER, COLORADO (Blue River),
TOWN OF BRECKENRIDGE, COLORADO (Breckenridge),
TOWN OF DILLON, COLORADO (Dillon),
TOWN OF FRISCO, COLORADO (Frisco), and
TOWN OF SILVERTHORNE, COLORADO (Silverthorne).
SUMMIT COUNTY 911 CENTER GOVERNANCE BOARD

For the purposes of this Agreement, Blue River, Breckenridge, Dillon, Frisco and Silverthorne shall be referred to together as the “Towns,” the Towns and the County shall be referred to together as the “Contributing Parties,” and the Contributing Parties, Sheriff and SFA shall be referred to collectively as the “Parties.”

WITNESSETH

WHEREAS, the Parties are authorized to enter into intergovernmental agreements pursuant to C.R.S. § 29-1-203; and

WHEREAS, pursuant to C.R.S. § 29-22-102(3)(b), the Board of County Commissioners of Summit County may designate the Summit Fire Authority as the designated emergency response authority (DERA) for hazardous substance incidents occurring within the unincorporated areas of Summit County, Colorado; and

WHEREAS, pursuant to C.R.S. § 29-22-102(3) (a), the Towns may designate the Summit Fire Authority as the DERA for hazardous substance incidents occurring within their respective incorporated jurisdictions; and

WHEREAS, the SFA has established the Summit County Hazardous Materials Team (SCHMT) to perform certain functions relating to the handling and control of hazardous substances; and

WHEREAS, pursuant to C.R.S. § 29-22-102 (1), a DERA may provide and maintain the capability for hazardous substance incident response directly or through mutual aid or other agreements; and

WHEREAS, the Parties have previously on January 1, 2019 entered into an Agreement for Aid in Hazardous Substance Incidents, which agreement has expired by its own terms; and

WHEREAS, the Parties’ desire to enter into this IGA for the purposes of stating their mutual and respective rights and obligations regarding the designation of DERA to the SFA and SCHMT’s provision of hazardous substance incident related functions; and

WHEREAS, the interests of the public are best served by the Parties entering into such an agreement for the purpose of providing hazardous substance incident related functions in their respective jurisdictions.

NOW, THEREFORE, in consideration of the mutual benefits that will inure to the public and the Parties, and the mutual covenants, agreements and promises set forth hereinafter, the Parties hereto agree as follows:

I. Purpose

The purpose of this IGA is to state the Parties’ mutual and respective rights and obligations regarding the provision of hazardous substance incident response and administrative functions in Summit County, Colorado in accordance with all applicable laws, regulations and standards.

II. Summary

- A. This section is intended to provide a brief general overview of the IGA; provided, however, that the specific provisions of this IGA shall control in all circumstances.
- B. The SFA shall be the DERA for the Contributing Parties. SFA, through its SCHMT, shall provide certain hazardous substance response services for the DERA. The Contributing Parties shall each pay SFA an annual fee for providing hazardous substance response services in their respective jurisdictions. Costs related to hazardous substance incidents that are not recovered from the person or entity responsible for such incident shall be the responsibility of the Party in whose jurisdiction the incident occurred.

III. Definitions

Unless otherwise specifically defined herein, all defined terms contained in this IGA shall have the meaning set forth for them in Section 29-22-101, et seq., C.R.S.; Section 1507-10 of the Code of Colorado Regulations, 8 CCR 1507-10; Section 1507 – 22 of the Code of Colorado Regulations, 8 CCR 1507-22 as amended. Other special terms not defined in this paragraph shall be the same as those established by applicable State and Federal statutes and rules and regulations regarding hazardous substances.

- A. “Hazardous Substance Scene” means the specific and limited area immediately contiguous with or adjacent to vehicles, facilities, or containers containing any hazardous substance where the potential exists that such hazardous substance may be spilled, discharged, or released, or the area immediately surrounding any spilled, discharged, or released hazardous substance and any additional area needed as determined by the person(s) operating as the Incident Commander. The scene shall also include those areas

and facilities contaminated as a direct result of the incident although such areas and facilities may not be contiguous or adjacent to the initial spill location.

- B. “Emergency Response to a Hazardous Substance Incident” means taking the initial emergency actions necessary to minimize the effects of a hazardous substance incident.
- C. “Summit County Hazardous Materials Team” (“SCHMT”) means a specially equipped and trained team of personnel organized by the SFA to provide the capable response to incidents involving a hazardous substance. All team members must meet the minimum standards of 29 C.F.R. 1910.120(q)(6)(ii) “First Responder Operations Level” or 29 C.F.R. 1910.120(q)(6)(iii) “Hazardous Materials Technician”.
- D. Any Party participating in this IGA may provide membership to the SCHMT.
- E. “Incident Command System” (“ICS”) means the system adopted by the various fire protection agencies operating within the boundaries of Summit County.
- F. “Incident Commander” means the person serving to control and coordinate all response actions associated with the incident. Hazardous Substance Incident Commanders must meet the requirements of 29 C.F.R. 1910.120(q)(6)(v) “On Scene Incident Commander.”
- G. “Jurisdiction” for the County means the unincorporated areas of Summit County, except for any federal, state or county highway located outside of municipal limits, and for each Town the term “Jurisdiction” means their respective incorporated areas.
- H. “SCHMT Operations” means the portion of the response serving to perform the actual tasks in stabilizing and/or controlling a hazardous substance incident.
- I. “SCHMT Operations Section Chief, Division Supervisor, and/or Hazardous Materials Branch Director” mean the person reporting to the Incident Commander to supervise the SCHMT operations.

IV. Effective Date and Term

The intent of this contract is a five (5) year agreement that contains an annual review by December 31st of every year, with the option to withdraw at that time. If a party fails to terminate their participation for the following year, in accordance with section IX of this agreement, the agreement will automatically be renewed for the following year.

The effective date of this IGA is January 1, 2024, and shall expire in total on December 31, 2029. Upon acceptance of this agreement on January 1, 2024, the terms shall automatically renew for, up to, four (4) additional one-year terms extending to December 31, 2029 unless it is terminated by a Party in accordance with Section IX., Termination, below.

V. Rights and Duties of the Parties

A. County's Rights and Duties

1. The County hereby states and affirms that its governing body has officially designated the SFA as the DERA for unincorporated Summit County, Colorado.
2. The County agrees to pay SFA for its performance of services hereunder in accordance with the terms and conditions of Section V.E., Financial Obligations of Contributing Parties.
3. The County acknowledges and agrees that it is responsible for costs related to hazardous substance incidents occurring within its jurisdiction that are not recovered from the person or entity responsible for such incident. See a special provision for any situation where the County is the generator and responsible party for the hazardous substance incident in section F.4a.
4. The County, through its Summit County 911 Center (SC911) shall dispatch the appropriate resources to respond to hazardous substance incidents occurring within the jurisdictions of the Contributing Parties. Requests for aid through SC911 shall, to the extent such information has been made available to the dispatcher, include information regarding:
 - a. Incident location;
 - b. Type and quantity of the hazardous substance involved;
 - c. Any facilities, areas, and/or properties that may be impacted by the hazardous substance;
 - d. Geography and weather conditions at the location of the incident.

B. Towns' Rights and Duties

1. The Towns each hereby state and affirm that their respective governing bodies have officially designated the SFA as the DERA for their respective jurisdictions.
2. The Towns each agree to pay SFA for its performance of services hereunder in accordance with the terms and conditions of Section V.E., Financial Obligations of Contributing Parties.
3. The Towns each acknowledge and agree that they are responsible for costs related to hazardous substance incidents occurring within its respective jurisdiction that are not recovered from the person or entity responsible for such incident. See a special provision for any situation where the Town is the generator and responsible party for the hazardous substance incident in section F.4a.

C. SFA's Rights and Duties as DERA

1. The SFA hereby affirms that it accepts its appointment as DERA by and for the County and Towns.
2. The SFA shall be responsible for the provision of all DERA-related functions for the Contributing Parties. The SFA, as DERA, shall provide the DERA related functions required of it hereunder in accordance with all applicable federal, state, and local laws, regulations and professional standards, which functions include administration of hazardous substance incident related clean-up activities and making reasonable efforts to collect hazardous substance incident related clean-up costs from the person or entity responsible for such incident.

3. The DERA shall maintain all responsibility to ensure that proper cleanup activities have been engaged.

D. SFA's Rights and Duties as SCHMT Operator

1. The SFA, through its SCHMT, hereby agrees to provide the following SCHMT Services for the DERA:
 - a. SFA shall provide timely emergency response services for hazardous substance incidents occurring within the jurisdictions of the Contributing Parties.
 - b. In the event of hazardous substance incidents that are beyond the capabilities of SFA, SFA shall be responsible for timely requesting and coordinating incident response by agencies or entities that can provide the necessary hazardous substance incident response services. SFA's responsibility hereunder includes the responsibility of SFA to have in place all necessary agreements or information for identifying, contacting, and coordinating timely response by back-up hazardous substance response agencies or entities.
 - c. SFA shall provide the services required of it hereunder in accordance with all applicable federal, state, and local laws, regulations, and professional standards.
 - d. Except as specifically provided for herein, SCHMT shall have no DERA related responsibilities for the County or Towns. The SCHMT shall not be utilized to clean up the incident scene after their control and stabilization actions have been accomplished.
 - e. SFA will submit invoices to each of the Contributing Parties for their respective annual financial obligations hereunder.
 - f. SFA certifies that, at the time of entering this IGA, it, on behalf of the SCHMT, has currently in effect all necessary licenses, certifications, approvals, insurance, permits, etc. required to properly perform the services covered by this IGA. SFA warrants that it will maintain all necessary licenses, certificates, approvals, insurance, permits, etc. required to properly perform this IGA. Additionally, all employees of SFA performing services under this IGA shall hold the required licenses or certification, if any, to perform their responsibilities hereunder. Any revocation, withdrawal or non-renewal of necessary licenses, certifications, approvals, insurance, permits, etc. required for SFA to properly perform this Agreement, shall be grounds for termination of this Agreement by the Contributing Parties for default. SFA shall notify the Contributing Parties immediately upon receipt of notice from applicable licensing or regulatory authority of any action brought by such authority affecting any license, certification or approvals required hereunder.
 - g. SFA shall, concurrent with entering this IGA, provide the Contributing Parties with a 5 Year Capital Expenditures Plan for the SCHMT, which plan shall detail anticipated capital purchases and/or anticipated replacement of capital equipment. Provision of the 5 Year Capital Expenditures Plan by SFA, and/or annual updates thereto, shall not obligate the Contributing Parties for such anticipated capital costs.

E. Financial Obligations of Contributing Parties

1. 2024 Agreed upon contribution amounts:
 - a. The County shall pay SFA \$26,534.00 for its provision of SCHMT Services hereunder.
 - b. Town of Blue River shall pay SFA \$2,407.00 for its provision of SCHMT Services hereunder.
 - c. Town of Breckenridge shall pay SFA \$13,267.00 for its provision of SCHMT Services hereunder.
 - d. Town of Dillon shall pay SFA \$13,267.00 for its provision of SCHMT Services hereunder.
 - e. Town of Frisco shall pay SFA \$13,267.00 for its provision of SCHMT Services hereunder.
 - f. Town of Silverthorne shall pay SFA \$13,267.00 for its provision of SCHMT Services hereunder.
 - g. The total financial obligation of the Contributing Parties for the initial term of this IGA is \$82,009.00.
2. Each of the Parties' respective financial obligations hereunder may increase by an amount not to exceed five percent (5%) annually for each renewal term. This figure is not a defined annual increase and may be less. Any increases in financial obligations for a yearly renewal term will be detailed during the annual meeting provided for herein below in Section VI.
3. The Parties' payment of their respective financial obligations hereunder for each one-year renewal term of this IGA shall be due and payable to SFA within thirty (30) days of the annual meeting described herein below in Section VI. Failure of a Party to remit its respective financial obligation amount as provided herein shall cause the IGA to terminate on December 31st of the then current calendar year.
4. Except as specifically agreed to herein for renewal terms, the Parties' mutual and respective financial obligations hereunder shall not increase without the written consent of each of the Parties.

F. Renewal Terms

1. An annual review and revision of the Parties' respective financial obligation hereunder will occur every year at the annual meeting provided for herein below in Section VI. The Contributing Parties' respective financial obligations for each renewal term shall be described in writing, which document shall be formally approved by authorized representatives of the Contributing Parties. Failure of any of the Parties to agree to revised financial obligations for the next following renewal term of this IGA shall cause the IGA to terminate on December 31st of the then current calendar year.

G. Cost Reimbursement

1. The SFA, acting as DERA, shall make all legally required and reasonable efforts to recover and reimburse the reasonable, necessary, and documented costs incurred by any Party, or other qualified entity, resulting from actions taken to remove, contain, or otherwise mitigate the effects of a hazardous substance incident from the person or

persons who have care, custody, and control of the hazardous substance involved at the time of the incident. The SFA, as DERA, and the SCHMT may adopt procedures for preparing and submitting requests for cost reimbursements and allocation of reimbursement revenues. SCHMT claims for reimbursement shall be submitted to the DERA within 30 days following the date the incident scene is declared safe by the DERA.

2. If the DERA is unable to initiate a satisfactory recovery of claims made on behalf of the SCHMT within 45 days of the incident, the SCHMT reserves the right to request written approval from the DERA to pursue such collections on its own behalf. DERA approval of the SCHMT's pursuit of collections hereunder shall not be unreasonably withheld.
3. Should hazardous substance incident reimbursement proceeds be less than the total reimbursable hazardous substance incident related costs, reimbursement shall be made in a proportionate manner to the involved entities.
4. Unrecovered reimbursable hazardous material incident related costs shall be paid by the jurisdictional entity, Town or County, in which the hazardous substance incident occurred, however, absent the situation in '4a' described below, the Town or County shall not be responsible for paying unrecovered reimbursable costs incurred by the SFA or the SCHMT.
 - a. In the situation where the Town or the County are the generator and responsible party for the hazardous substance incident then the Town or the County will be responsible for paying reimbursable hazardous substance incident costs for only expendable supplies and equipment incurred by the SFA or its SCHMT once the dollar cost for replacement for these items exceeds \$5000.00.
 - b. All reimbursement of costs coordinated by the DERA or SCHMT shall follow the rules for reimbursement as promulgated by the Colorado Department of Public Safety pursuant to Section 29-22-104 (6)(a), C.R.S.
5. The Parties hereto further agree to pursue all additional reimbursement as may be made available pursuant to C.R.S. 29-22-105 and shall agree to any subrogation requirements mandated as a condition of such reimbursement, if appropriate.

VI. Meetings and Reporting

- A. Representatives of the SFA shall meet at least annually with the County and Towns to report on and discuss DERA and SCHMT status, activities and related matters including renewal of the IGA. The annual meeting shall be an agenda item for the regularly scheduled meeting of the managers for the County and Towns, which shall also be attended by the Sheriff or his designee.
- B. Prior to the date of the annual meeting, the SFA will provide the Contributing Parties with:
 1. A budget report, which includes:
 - a. SCHMT revenues and expenses for the past fiscal (January to December) year;
 - b. SCHMT account balances;
 - c. Recommendations for funding by the Contributing Parties for the next following renewal term, and;

- d. An updated 5 Year Capital Expenditures Plan for the SCHMT is due annually with budget report.
- 2. An activity report for the SCHMT, which describes IGA related activities of the SCHMT during the previous twelve months. Information provided in the activity report shall include:
 - a. Operations Response descriptions;
 - b. Technician Response descriptions;
 - c. Descriptions of all instances of deviations from required staffing patterns, and;
 - d. Special circumstances reports.

C. Prior to the date of the annual meeting, the SFA will provide the other Parties with an activity report for the DERA, which report shall describe DERA hazardous substance incident related administration and collection activities for the past year.

D. Representatives of the Parties shall meet with each other on an as needed basis to address issues related to the subject matter of this IGA.

VII. Indemnification of Contributing Parties

SFA for itself and on behalf of the SCHMT agrees to defend, indemnify and hold harmless all Contributing Parties as well as their employees and agents, from and against any cost, and liabilities of any kind incurred as a result of any act or omissions by the SFA, the SCHMT, or it employees, agents, subcontractors, or assignees arising out of SFA’s provision of Services hereunder.

VIII. Insurance Requirements.

SFA shall obtain and maintain for the SCHMT at all times during the term of this IGA, insurance in the following kinds and amounts:

- A. Standard Worker’s Compensation as required by the State statute, including occupational disease, covering all employees on or off the work site, acting within the course and scope of their employment.
- B. Employer’s Liability is required for minimum limits of: \$1,000,000 Each Accident, \$500,000 Disease Policy, and \$1,000,000 Disease Each Employee.
- C. Commercial General Liability: \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, and \$2,000,000 Products Completed Operations Aggregate.
- B. General Personal Injury, and Automobile Liability (including bodily injury, personal injury, and property damage) minimum coverage:
 - 1. Combined single limit of \$1,000,000 if written on an occurrence basis.
 - 2. Any aggregate limit will not be less than \$1.2 million.
 - 3. Combined single limit of \$1,000,000 for policies written on a claims-made basis. The policy shall include an endorsement, certificate, or other evidence that coverage extends two years beyond the performance period of the contract.
 - 4. If any aggregate limits are reduced below \$1,200,000 because of claims made or paid during the required policy period, the SFA shall immediately obtain additional

insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.

- 5. The insurance shall include provisions preventing cancellation without 30 days prior notice to the Contributing Parties by certified mail.
- 6. SFA shall provide certificates showing adequate insurance coverage to the Contributing Parties within 7 working days of IGA execution, unless otherwise provided.

IX. Termination

- A. This IGA may be terminated by any Party without cause by providing written notice of intent to terminate its participation in the IGA to each of the other Parties and the SFA not less than ninety (90) days prior to the proposed termination date.
- B. If any Party submits a written notice of intent to terminate its participation in the IGA, the IGA shall remain in effect for all Parties, including the terminating Party, until the last day of the then current one-year IGA term.
- C. In no event shall the remaining Parties be responsible for any part of the financial obligation of a Party that terminates its participation in the IGA.

X. Notice

All notices required to be given by the parties hereunder shall be hand delivered or given by certified or registered mail to the individuals at the addresses set forth below. Either party may from time to time designate in writing substitute addresses or persons to whom such notices shall be sent.

Town Manager
Town of Blue River
P.O. Box 1784
Breckenridge, CO 80424

Town Manager
Town of Breckenridge
P.O. Box 168
Breckenridge, CO 80424

Town Manager
Town of Dillon
P.O. Box 8
Dillon, CO 80435

Town Manager
Town of Frisco
P.O. Box 4100
Frisco, CO 80443

Town Manager
Town of Silverthorne
P.O. Box 1309
Silverthorne, CO 80498

County Manager
Summit County Government
P.O. Box 68
Breckenridge, CO 80424

Sheriff
Summit County Sheriff's Office
P.O. Box 210
Breckenridge, CO 80424

Chairperson
Summit Fire Authority
P.O. Box 1132
Frisco, CO 80443

Chairperson
 Summit County 911 Center Governance Board
 PO Box 4188
 Frisco, CO 80443

XI. General Terms and Provisions

- A. Independent Contractor. SFA is an Independent Contractor, not an employee of the Contributing Parties and is not in their respective personnel systems. SFA is engaged in an independent trade, occupation, profession, or business and is qualified to perform the services pursuant to the IGA. SFA is free to provide services to others and is not required to work exclusively for Contributing Parties. The Parties agreed upon the terms of this contract. Payment is set at the contract rate for the work and is not set as a salary or hourly-employment rate. Payments shall be made by checks payable to the trade or business name of the SFA and not to any individual. SFA is responsible for providing its own tools and benefits at its own cost. SFA is not entitled to worker's compensation benefits or unemployment insurance benefits unless paid for by SFA and SFA is obligated to pay federal (including social security) and state income tax on any monies earned pursuant to this contract relationship. SFA is responsible for complying with all employment laws and insurance laws relating to its own employees, SFA is and shall remain a separate and distinct entity from the Sheriff and Contributing Parties; the business operations of the Contributing Parties shall in no way combine with the business operations of the SFA.
- B. Governmental Immunity. Nothing in this IGA shall be construed against any party hereto as a waiver of the limitations on damages, or as a waiver of the privileges, immunities, or defenses provided to, or enjoyed by, any of the Parties under common law or pursuant to statute including, but not limited to, the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S. and Sections 24-32-2604, et seq., C.R.S.
- C. Worker Compensations and Pension Benefits. Pursuant to Sections 29-5-109 and 29-5-110, C.R.S., and this IGA, if any personnel of a responding SCHMT member is injured, disabled, or dies as a result of performing services within the boundaries of another jurisdiction, said individual shall remain covered by, and eligible for, workers' compensation and pension benefits, including disability, death, and survivor benefits, to which the individual would otherwise be entitled if the injury, disability, or death had occurred within the jurisdictional boundaries of the responding SCHMT member.
- D. Prior Agreements. The terms of this IGA shall supersede the terms of any pre-existing agreements between SCHMT members regarding responses to hazardous substance incidents and actions or responsibilities except for incidents that do not require the assistance of the SCHMT. This IGA shall not affect or supersede any other agreements, including mutual aid agreements between SCHMT members except as such agreements relate to responses to hazardous substance incidents and actions or responsibilities under the federal Emergency Planning and Community Right-to-Know Act (EPCRA).
- E. Amendment. This IGA may be amended from time to time by written IGA duly authorized by all the parties to this IGA. No modification or waiver of this IGA or any covenant, condition or provision contained herein shall be valid unless in writing and duly executed by all parties.
- F. Authorization. The signatories to this IGA affirm and warrant that they are fully authorized to enter and execute this IGA, and all necessary actions, notices, meetings

and/or hearings pursuant to any law required to authorize their execution of this IGA have been made. The Parties hereto have mutually represented that they possess the legal ability to enter this IGA. If a court of competent jurisdiction determines that either of the parties hereto did not possess the legal ability to enter into this IGA, this IGA shall be considered null and void as of the date of such court determination.

- G. Whole IGA. This IGA embodies the whole agreement between the Parties regarding responses to hazardous substance incidents and actions or responsibilities under EPCRA, except for incidents that do not require the assistance of the SCHMT, and there are no inducements, promises, terms, conditions, or other obligations made or entered into by the Parties other than those contained herein.
- H. Successors and Assigns. This IGA shall be binding upon the Parties hereto, their respective successors or assigns. Neither Party may assign, delegate, sublease, pledge, or otherwise transfer any rights, benefits, or obligations under this IGA to any party without the prior written consent of the non-assigning party.
- I. Appropriation of Funds/ Multi-Year Contracts. Payment pursuant to this IGA, whether in whole or in part, is subject to and contingent upon the continuing availability of each of the Party's funds for purposes hereof. If said funds, or any part thereof, become unavailable as determined by a Party, the Party may immediately terminate this IGA in accordance with the termination requirements provided in Section IX above. The obligations of the Parties hereunder shall not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.
- J. Severability. All agreements, covenants and terms contained herein are severable, and if any such agreement, covenant, or term is held invalid, by a court of competent jurisdiction, this IGA shall be interpreted as if such invalid IGA, covenant, or term were not contained herein.
- K. Applicable Law. At all times during the performance of this IGA, the Parties herein shall strictly adhere to all applicable federal, state, and local laws, rules, and regulations that have been or may hereafter be established. All work and services performed under this IGA shall comply with federal, state, and local laws, rules and regulations. This IGA shall be interpreted in all respects in accordance with the laws of the State of Colorado. Venue shall only be proper in Summit County, Colorado.
- L. No Benefit to Inure to Third Parties. This IGA does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or bring any lawsuit, action, or other proceedings against either Party because of any breach hereof, or because of any terms, covenants, agreements or conditions contained herein.
- M. Counterparts. This IGA may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement is executed and entered into on the day and year first written above.

SUMMIT FIRE AUTHORITY

SUMMIT COUNTY

Chairperson Date

County Manager Date

SUMMIT COUNTY SHERIFF’S OFFICE

TOWN OF SILVERTHORNE

Sheriff Date

Town Manager Date

TOWN OF BRECKENRIDGE

TOWN OF BLUE RIVER

Town Manger Date

Town Manager Date

TOWN OF DILLON

TOWN OF FRISCO

Town Manager Date

Town Manager Date

SUMMITCOUNTY 911 CENTER GOVERNANCE BOARD

Chairperson Date



Blue River Staff Report
February 2024

Town of Blue River
0110 Whispering Pines Circle
Blue River, CO 80424

970-547-0545
michelle@townofblueriver.org
<https://townofblueriver.colorado.gov>



Election

- The 2024 Regular Municipal Election is set for April 2, 2024.
- The Mayor and three Trustee seats are up for election. Mayor Babich, Trustee Fossett and Trustee Finley are up for election. Trustee Dixon will term out in April.
- The election ballot has been set. There are three candidates running for Mayor and five for Trustee.
- There will also be a question on the ballot asking citizens to be allowed to publish ordinances by title only with the full ordinance on the Town website. This will save the Town approximately \$8,000 a year.
- The Summit Realtors Association is sponsoring a candidate forum at Colorado Mountain College Auditorium, Thursday, March 7th, 6:00 p.m. All candidates running for elected office in Blue River will be in attendance. Questions for the candidates may be submitted to the Town Clerk/Election Official at info@townofblueriver.org. The forum will be live streamed and via zoom.

Right-of-Way Hazard Tree Project

- Staff met with Red, White and Blue Fire and have begun to identify potential hazard trees in phase one of the three year project. Staff will be reaching out to homeowners to review the project and potential trees in the coming months.
- This is a voluntary project and homeowners are not required to participate although it is encouraged.
- Once agreements have been reached with homeowners, staff will work with foresters Beetle Kill Tree Guys and TSH Tree Services to schedule the work in summer 2024.

Goose Pasture Tarn

- Outreach with the Theobalds continues.

- Draft ingress and egress plans are being submitted to CDOT for approval. The entrance and exits are identified on the CDOT Access Control Plan and will not be new access points.
- The Blue River Citizen Advisory Committee has set their March meeting to begin discussing a grand re-opening of the Tarn and 60th Anniversary Celebration.

School Bus Stop

- With agreement from the Theobalds, work has started to move the school bus stop to Blue River Road. Snowplow crews have been clearing snow in that area in preparation of the move.
- A formal contract between the School District, Theobalds and Town is being developed.

Broadband

- Work continues on potential broadband funding. NEO Connect is continuing work to apply for federal grants.
- We will be submitting a challenge to the BEAD process as currently our community shows served. A discussion with the Colorado Broadband Office and ongoing communications with our State and Federal Representatives is ongoing to challenge the FCC data and what is actually experienced in our area.

Town Statistics

Facebook Page Likes
Town-1,300
Police Department-908
Instagram-1,257 followers
Twitter (X)-77 followers
Threads-127
Residents on Email List-994
Blue River News-1,1777
TextMyGov-134

Business Licenses-246

Lodging Registrations-220

Municipal Court February 2024

Total tickets written for January Court: 6
Total on the February Docket: 1
Total February Failure to appear(s): 0
Total February OJW(s): 0

Building Statistics

January 2024

Permits Issued: 8
YTD: 8
Inspections: 35
New Construction 2024: 0
Certificates of Occupancy 2024:0



End of Month Report: January 2024

Calls for Service

Total number of a calls: 179

Top 10 calls as follows:

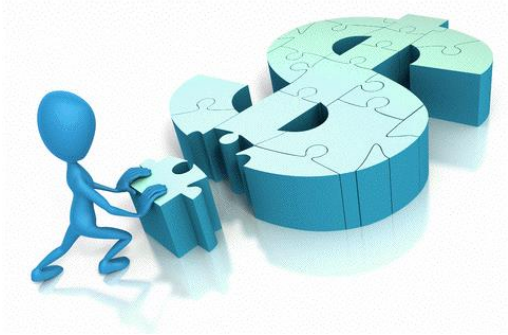
Area Patrol	79
Motorists Assists	21
Other Agency Backup	10
Traffic Stops	7
Road Hazards	5
Power Outage	5
Parking Violations	4
Suspicious Person/Vehicle	4
Medicals	3
Reckless Drivers	3

Summary: Snow and weather-related conditions effected January’s type of incidents. Motor vehicle assists were higher than usual. Server weather caused multiple power outages and service-related incidents.

Arrests: 1 misdemeanor

Current Administrative Focus

- Officer Safety – A major concern is officers responding to traffic related incidents along Hwy. 9. With no or very small shoulders and icy conditions on Hwy. 9, officers are attempting to mitigate this hazard.
- Training – Officers completed a 4-hour class on ice driving on Georgetown Lake to improve their skills with handling poor driving conditions.
- Vehicle Maintenance – The high alpine environment is hard on patrol vehicles.



Financial Summary Report

Prepared by: Michelle Eddy, Town Manager
Month Ending January 31, 2024

Revenues/Expenditures:

Revenues are starting slightly behind budget but for the start of the year are good. Expenses are on track with budget.

Reserve Accounts *As of 1/31/2024

Unrestricted	
Reserve accounts Alpine Bank:	\$1,409,963.57
CD's Citywide Bank:	\$211,498.41
Colorado Trust Assigned to Capital:	\$3,044,820.11
Colorado Trust Assigned to Broadband:	\$204,499.52
CSAFE:	\$100.00
Illiquid Trust Funds:	\$1,187.42
Total Unrestricted	\$4,872,069.03
Restricted	
American Rescue Plan Funds:	\$189,532.77
Conservation Trust:	\$143,984.49
Total Reserves Restricted	\$333,517.26

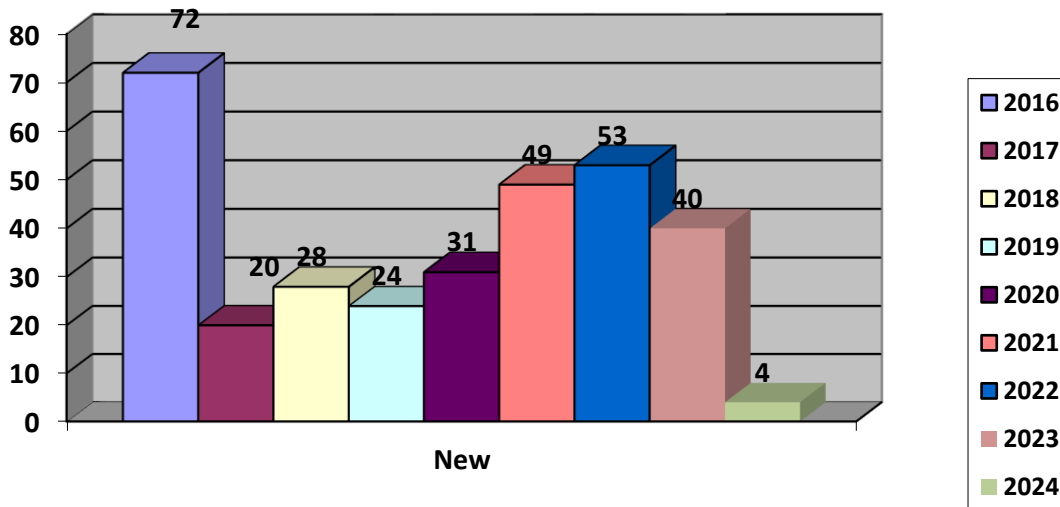


Town of Blue River

Staff Report
Short-term Rental Update
January 31, 2024
Submitted By: Michelle Eddy, Town Manager

Statistics

Total Active Licenses as of 1/31/2024: 220



Annual Revenue

Year	Sales Tax	Lodging Tax
2016	\$264,757.05	\$123,742.00
2017	\$237,468.92	\$126,585.55
2018	\$286,968.54	\$155,511.07
2019	\$425,616.72	\$166,883.33
2020	\$842,141.13	\$176,339.81
2021	\$844,558.23	\$228,743.34
2022	\$1,002,256.27	\$327,762.62

2023	\$996,818.50	\$303,230.72
2024	\$103,027.01	\$0

Percentage of STRs by Subdivision

*****Please note the percentage of STRS is based on total homes built within each subdivision and NOT buildable lots.***

Subdivision	# STR	%STR **	% Build Out	% Full-Time Res.
96 Sub	9	24%	90%	30%
97 Sub	11	27%	84%	37%
Aspen View	7	44%	80%	13%
Blue Rock Springs	13	24%	93%	46%
Bryce Estates	1	25%	57%	0%
Clyde Lode	0	0%	50%	0%
Coronet	10	32%	78%	35%
Crown	22	33%	93%	28%
DOT Condo	5	14%	100%	31%
DOT Placer	0	0%	50%	100%
Golden Crown	3	60%	63%	20%
Lakeshore	12	30%	93%	23%
Leap Year	8	38%	91%	43%
Louise Placer	4	50%	73%	13%
McCullough Gulch	1	33%	43%	67%
Misc Sec TR7-77 Land	0	0%	22%	40%
Mountain View	13	27%	96%	34%
New Eldorado Sub	4	50%	73%	38%
New Eldorado Townhomes	1	11%	100%	56%
Pennsylvania Canyon	0	0%	100	0%
Pomeroy	0	0%	0%	0%
Rivershore	0	0%	63%	0%
Royal	16	24%	94%	31%
Sherwood Forest	21	27%	90%	23%
Silverheels	1	25%	67%	29%
Spillway	3	15%	90%	25%
Spruce Valley Ranch	0	0%	68%	20%
Sunnyslope	12	40%	86%	33%
Timber Creek Estates	29	41%	89%	7%

Wilderness	14	25%	96%	33%
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General Statistics

- Total Percentage of short-term rentals 27%

Code Violations 2024

Total: 4

- Advertising Violations: 3
- Dog Violation: 1



Town of Blue River Memorandum

TO: Mayor Babich & Members of the Board of Trustees

FROM: Town Manager Michelle Eddy

DATE: January 16, 2024

SUBJECT: **Blue River Snow-apocalypse**

Mayor & Trustees

On Saturday, January 14, 2024, a severe wind and snow event occurred throughout the mountains of Summit County and Colorado. This event has highlighted the Town of Blue River's response to emergency situations including areas where things went very well and areas where improvements may be made to ensure a better process moving forward. Below is a synopsis of the events, identification of what went well as well as what can be improved with recommendations from the Staff for your consideration.

Saturday, January 14, 2024

8:20 a.m.-Town Manager Eddy received a phone call from Officer Kruse that two trees had been blown over on Rustic Terrace blocking the road. Officer Kruse noted Red, White and Blue Fire were in route and asked for additional forestry assistance.

8:32 a.m. After confirmation of what was needed and where, Town Manager Eddy contacted Christian Nelson with Beetle Kill Tree Guys to respond to Rustic Terrace. It should be noted that the delay from the initial call included several call backs between the Town Manager and Officer Kruse due to poor cell phone reception. Mr. Nelson stated he could respond and it would be about one hour for him to get to the location from Silverthorne.

Over the course of the next several hours the following was observed and reported:

- Two trees blown over on Rustic Terrace.
 - The trees took out power poles and completely blocked the road.
- A tree fell across Hwy 9 taking out additional power as well as Comcast services attached to the same pole. This tree narrowly missed a car on the highway.
- Trees and power lines were observed down on Starlit and Blue River Road.
- Power was cut off to over 700 homes in the area for the next almost 24 hours.
- Crews from Red, White & Blue Fire as well as Beetle Kill Tree Guys worked to cut up the large trees and move them off of the roads. Beetle Kill Tree Guys also assisted with a resident on Blue River Road where a tree fell on the home.
- During this time there were several road closures on Hwy 9, Hoosier Pass due to

trucks and passenger vehicles traveling over the pass without proper equipment

- Photos of the incidents are included.

Sunday, January 15, 2024

Power was restored by 6 a.m. to the entire area. Comcast was not able to restore services as this point. Weather conditions remained severe. With the high volume of visitors and with no internet connections, many did not have cell service and were unable to receive any updates. During this time, I-70 was closed and traffic along Hwy 9 was negatively impacted with vehicles and trucks trying to maneuver Hoosier Pass in near white out conditions.

Monday, January 16, 2024

- Comcast internet services remained off line. At 10:00 a.m., Chief Close received word from Comcast they would be on site at 11:00 a.m. The Chief contacted the Town Manager and alerts went out via Facebook (Town and PD accounts); Instagram; X; Threads; Email news blast; TextMyGov as well as Facebook groups for highway conditions.
- At 12:40 p.m. the Chief informed the Town Manager that he hadn't heard from Comcast and no road closure had occurred. It was at this time that Chief Close contacted Comcast and learned the crews were turned back due to the severe weather and road closures. No one from Comcast had contacted the Town with a change of plans.
- During this time, I-70 was closed and there were several incidents on Hwy 9 Hoosier Pass including multiple trucks being stuck and blocking traffic. All traffic was being diverted from I-70 to Hoosier Pass. This was inhibiting plow trucks from getting through and creating hazardous conditions. Being Monday of a holiday weekend, traffic volume was heavy.
- At 12:13 p.m. the Sheriff's Office issued an alert asking for residents to stay off the roads.
- Chief Close had contacted CDOT's Pueblo Office asking for an emergency temporary closure to allow for residents to get home and plows to clean up the highway. This request was denied.
- During this time, it was taking residents over two hours to travel from Park County to Breckenridge and in some cases four hours to travel from Blue River to Silverthorne. Traffic was congested on all highways and side roads throughout the County. Reports show it took some Blue River residents who had traveled to Breckenridge for cell service and internet over an hour to return home.
- On Sunday evening, Summit School District made the decision to cancel classes for Tuesday, January 16th. Town Manager Eddy made the decision to keep Town Hall closed as there was no internet available.
 - Without internet, staff is unable to connect to work programs and files; phones do not work, and doors are unable to be unlocked for the public. Staff, including the Police Department do have the ability to access Town Hall manually.

Tuesday, January 16, 2024

At 9:00 a.m. Chief Close let Town Manager Eddy know Comcast had stated they would be up to address the down lines along Hwy 9 and would give the Town a one-hour notice.

12:02 p.m. Chief Close called Comcast and they informed him they would be onsite by 12:45

p.m.

1:16 p.m. Notification went out that Comcast was onsite at Hwy 9 and Rustic Terrace. was reopened quickly and only closed for approximately 20 minutes.

Section VI, Item H.

2:26 p.m. Chief Close informed the Town Manager that the initial repair was complete, however, Comcast was unsure of the extent of the damage throughout Town. Their earliest estimates for restoration were late evening but most likely would not be fully restored until Wednesday some time.

7:00 p.m. Services to the area were restored.

Positives:

- Communication between Town Staff and then to the public and the Board of Trustees was fluid and information was provided as it was available.
- Despite losing power, we did have the ability with each other and the PD were able to access Town Hall manually.
- The response by the Staff to the incidents was quick and emergency protocols were followed to allow for an efficient response.

Challenges:

- The inability to temporarily shut down the highway to allow for clean up and to allow residents to return home.
- The severe lack of communication from Comcast.
- While this is not the first time it has happened, this was by far the most severe situation of I-70 shutting down and instead of instructing travelers and locals to remain in place, traffic was diverted through Blue River. With this, there was a lack of sufficient support from CDOT, CSP and the County who were focused on the interstate. This also caused safety issues throughout the county as vehicles congested all roadways including neighborhoods.
- In severe weather conditions, ALL truck traffic should be banned from utilizing Hoosier Pass and Hwy 9. The volume of ill prepared vehicles and trucks escalates the hazards and creates a dangerous situation.
- Without power and then without internet at Town Hall, we did operate on the fly and were able to continue business, however, it did pose challenges that can be easily remedied.

Recommendations:

Town Manager Eddy, Chief Close and Interim Co-Chief Nelson met on Monday, January 22nd to review and discuss the events. In addition, a meeting with Town Managers, Chiefs, Fire Districts and Emergency Management is being convened to review the event and determine processes moving forward including training for staff and elected officials.

1. Town Hall needs a backup generator that can be turned on when there is a prolonged power outage. It is recommended to do something like what RWB has done at Station 7. Staff is working on getting an estimate of the need and cost from Colorado Electric and Power Systems. This should be available soon.
2. It is recommended the Town have the ability to connect a backup internet service, such as a Starlink service, for when Comcast loses services. Starlink does offer an "RV" Service that can easily be set up as needed and will work if there is power. There could also be the option of a switch or plug that is changed to a more

permanent service during an outage.

3. Protocols and the ability for emergency closures must be made available to protect the large volume of standing traffic through town. This becomes a safety issue for emergency vehicles and response. It is requested to potentially prohibit truck traffic along Hwy 9 and over Hoosier Pass in weather incidents affecting I-70 as this compounded the traffic issue. Staff is communicating with CDOT to ask for additional messaging to discourage CMV traffic over Hoosier during winter storm events. All of the Towns and the County are working together to find better solutions during winter storm events. There will be a Emergency Management 101 class for elected officials on February 27th. More information to come.

Section VI, Item H.



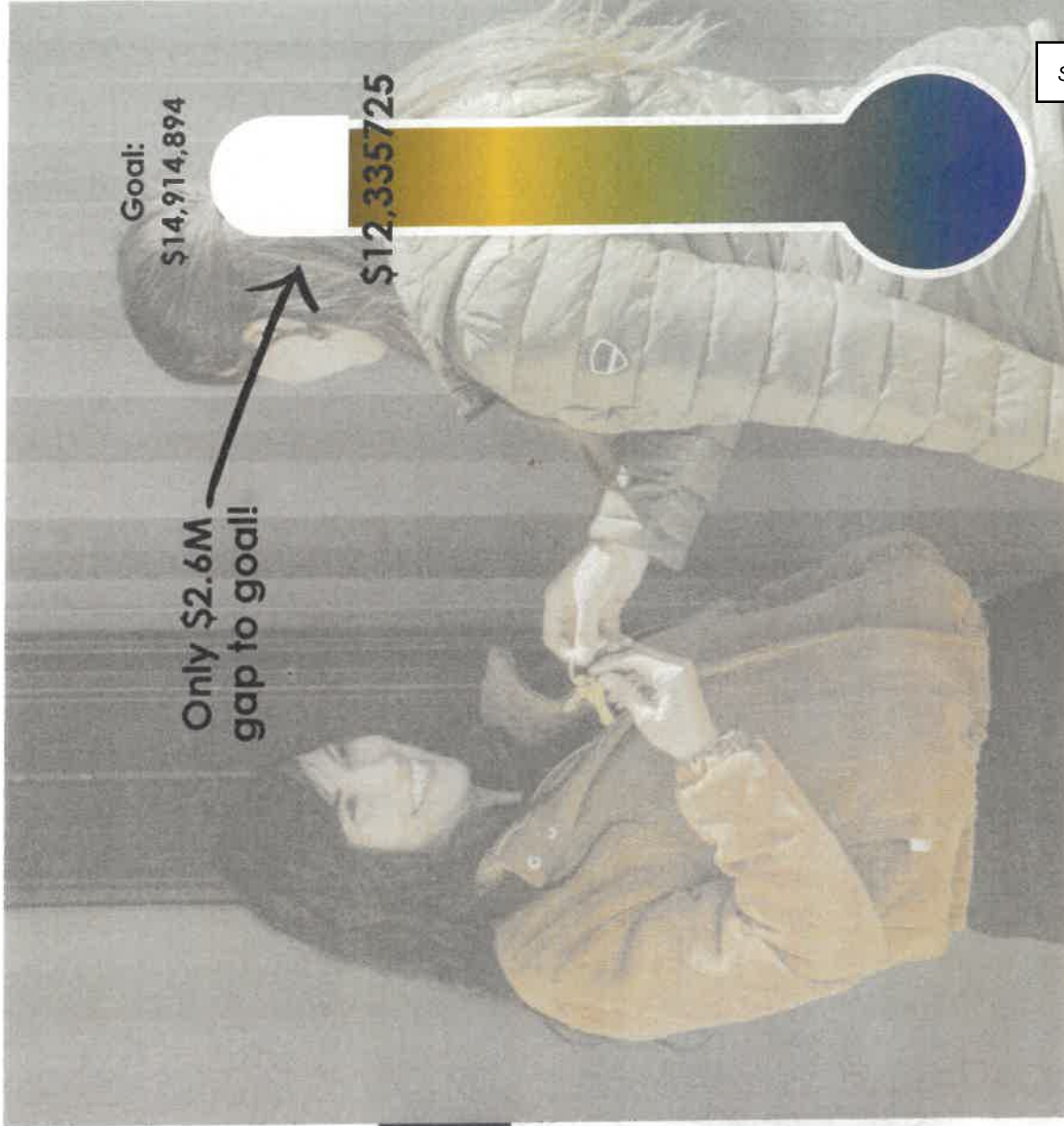
sol center
at alta verde

Care. Collaboration. Community.



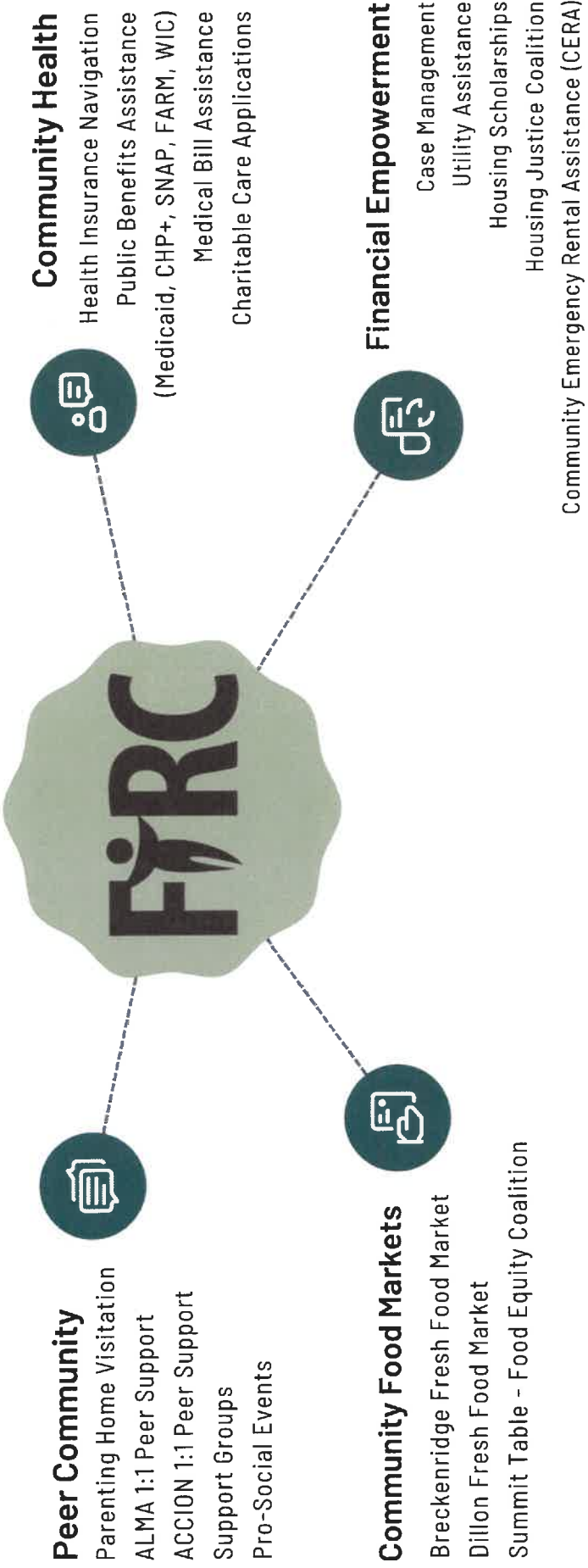
FIIRC Family & Intercultural
Resource Center

BUILDINGHOPE
SUMMIT COUNTY



Section VI, Item H.

PROGRAM OVERVIEW



ECONOMIC LIVABILITY

Summit County has the second highest cost of living in Colorado (runner up to Aspen).

**Summit County is home to approximately:
31,055 year round residents**

**The average household size for FIRRC family is:
2.9 people**

**The average income for a FIRRC household of 2.9:
\$33,472**

**A Summit County household of 2.9 needs to earn:
\$103,255 to be self sufficient**

**FIRRC clients primary language in 2023 was:
64% Spanish, 35% English & 1% Other**

**FIRRC impacted a total of:
12,433 people or 40% of the population**



**The Federal Poverty Level (FPL)
for a family of 3 in 2023:**

\$24,860

The FPL is based on a formula developed in 1965 that considers poverty to be three times the expected cost of food, adjusted for family size. This formula ignores other basic needs such as housing, utilities, and transportation.

Rent-to-Income Calculations

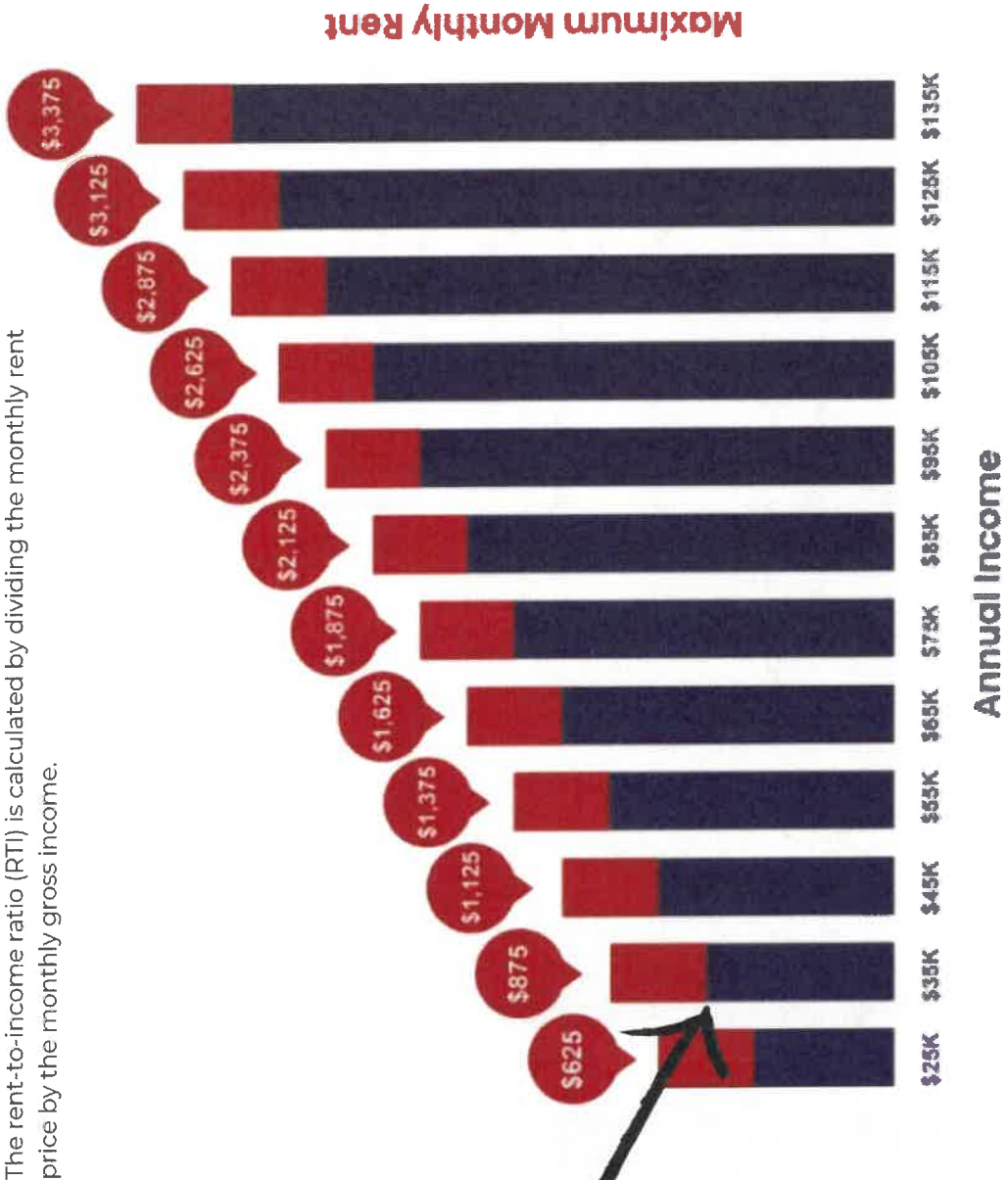
Max rent calculation based on 30% benchmark

FIRC clients earn on average \$33,472 for a household of 3
HOWEVER
the average 2 bedroom apartment in Summit County in 2023 cost \$1,860

MEANING
the rent to income ratio for the average FIRC family is more than DOUBLE the national average at

66.7%

The rent-to-income ratio (RTI) is calculated by dividing the monthly rent price by the monthly gross income.



(American Apartment Owners Association)

The Housing Crisis & Effects on the Summit County Workforce



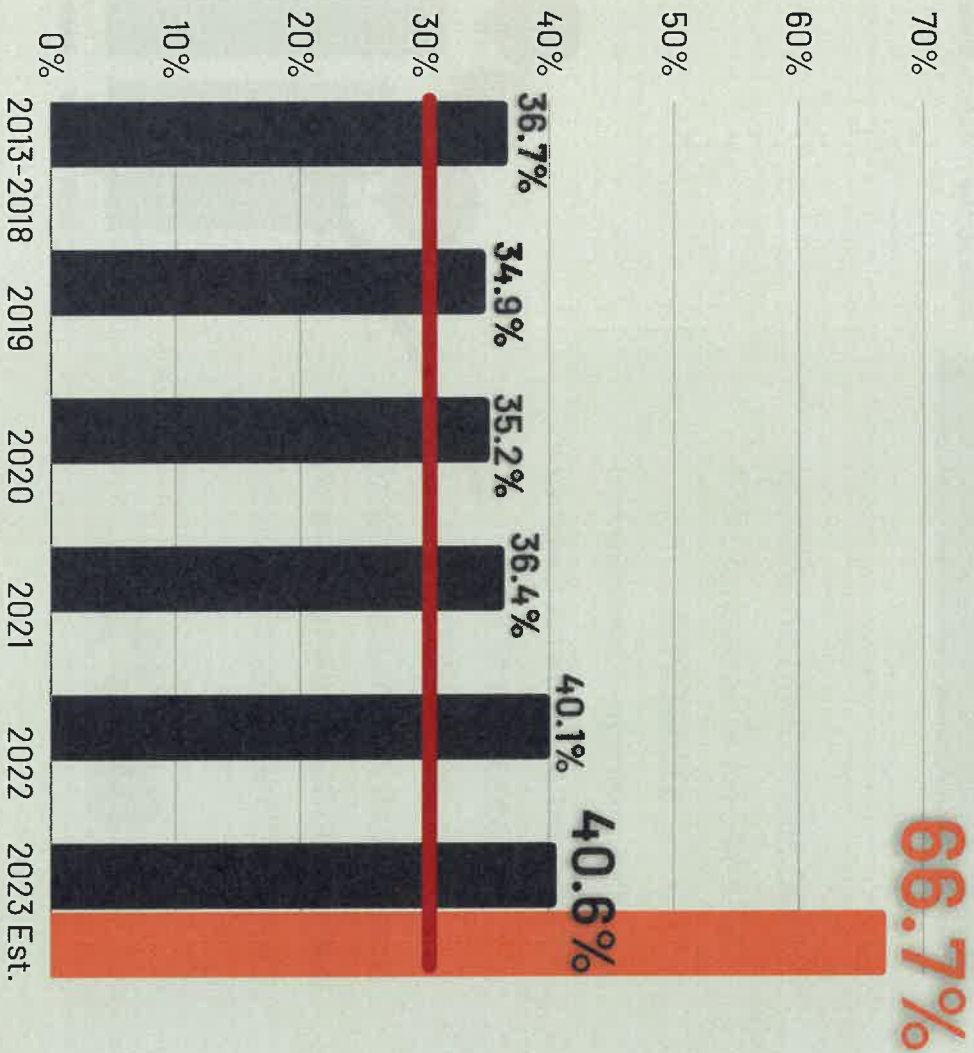
Stable Housing

46% of CHA survey respondents think their monthly housing payment is higher than what is affordable.

15% of Summit County adults are worried that in the next 2 months they may not have stable housing, compared to 7% of all Coloradans.¹¹

(S.C. CHIP, 2022)

- Summit County families do not earn enough income to meet all their basic needs.
- Typically families are one emergency away from losing their housing and leaving the community.

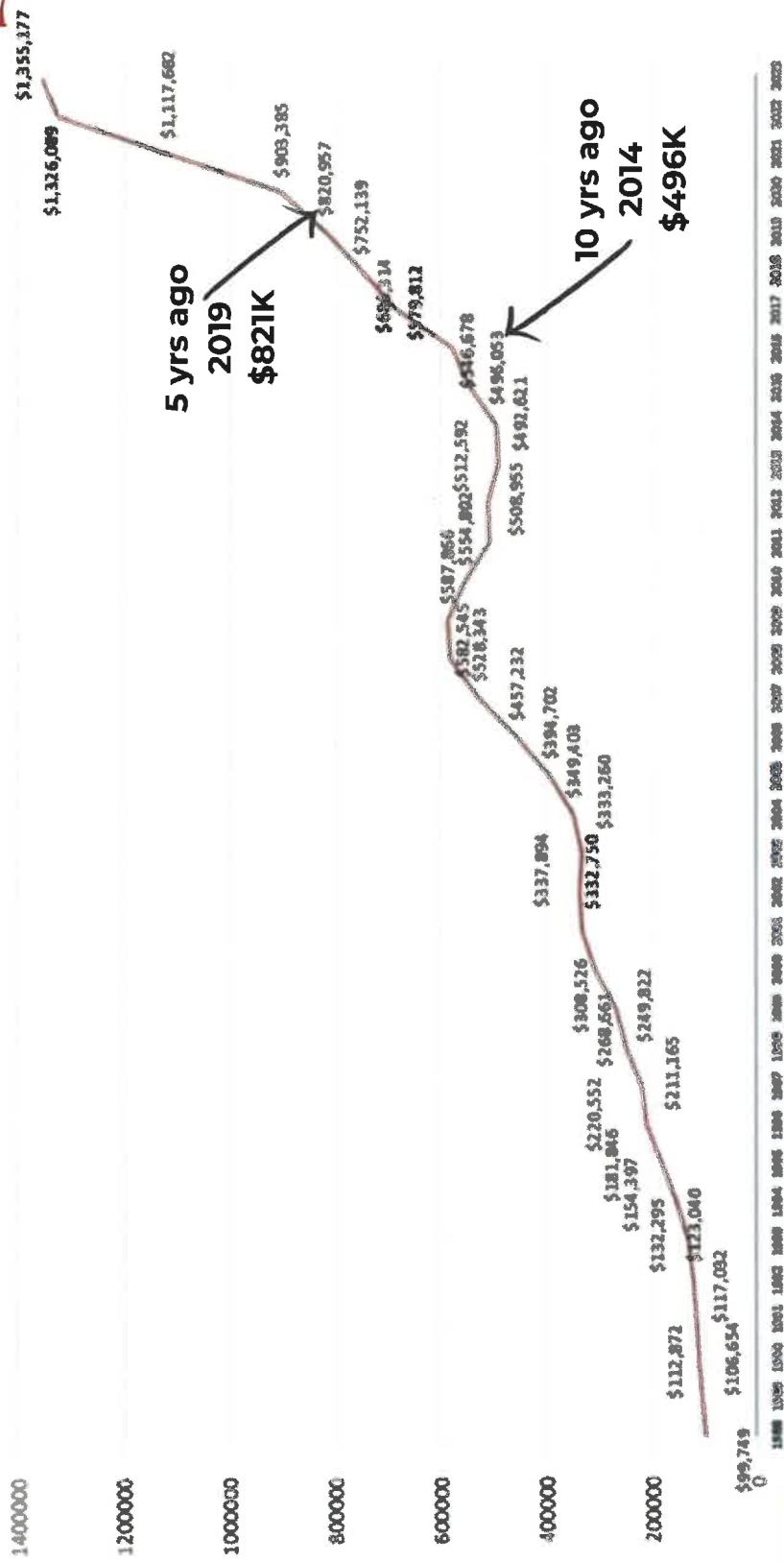


(CoreLogic MLS, U.S. Census Bureau)

35 Year Residential Average Price Housing Index: Summit County

Residential Units include All Improved Residential Property Types: Single Family, Duplex, Triplex, Townhome, & Condominium

last year
2023
\$1.4M

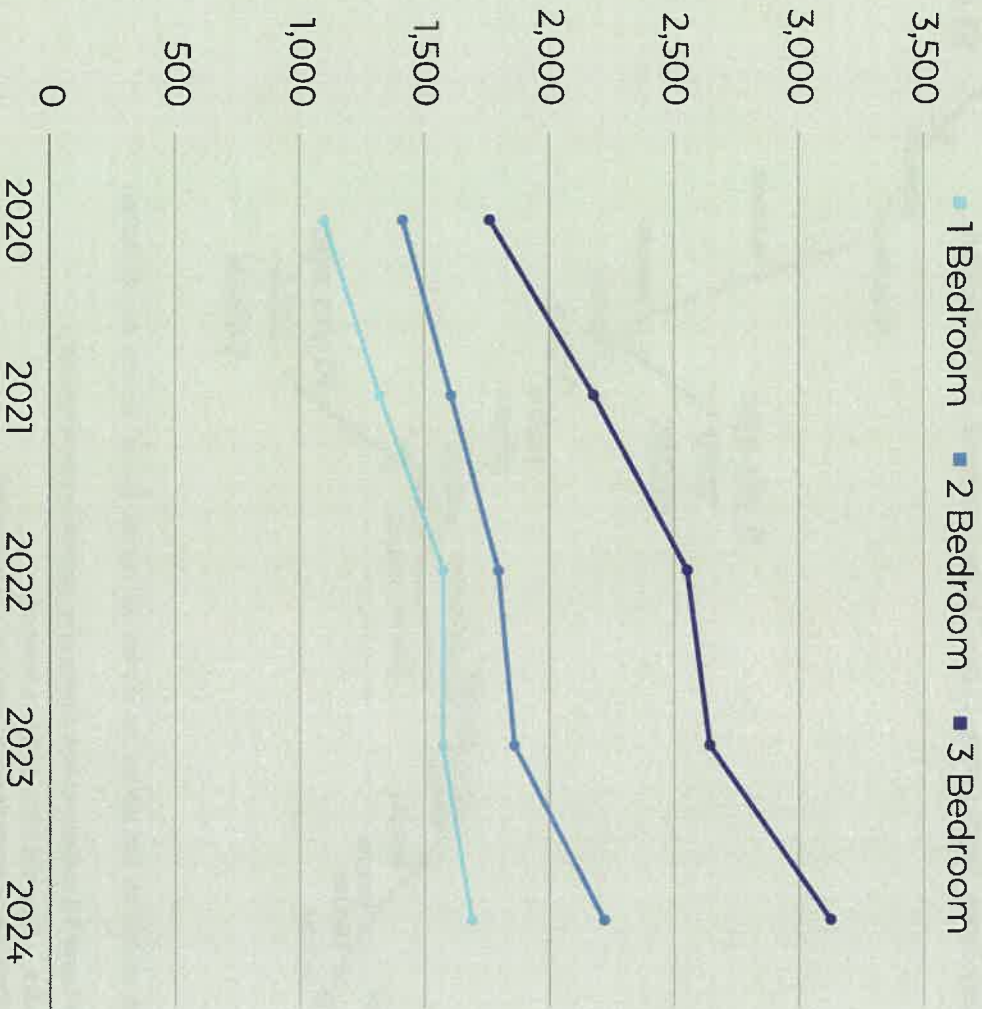


This report is provided to you Compliments of Land Title Guarantee Company, proudly serving our Community for over 50 Years. Copyright 2022. All Rights Reserved.

Data are collected from Summit County public offices, thus data are deemed reliable but not guaranteed.



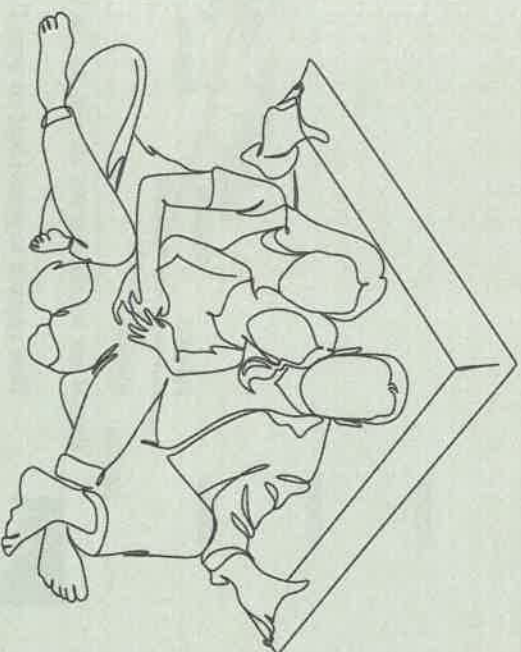
FAIR MARKET RENT IN SUMMIT COUNTY - HUD



An average 2 bedroom apartment in Summit County went from

\$1,414 in 2019 to
\$2,220 in 2024
an increase of

64%



Community Food Report, 2023 - 2024 Summit County, CO

WHAT IS FOOD INSECURITY?

Food insecurity is the condition of not having enough food - or access to quality and nutritious food - to meet a person's or family's basic needs.

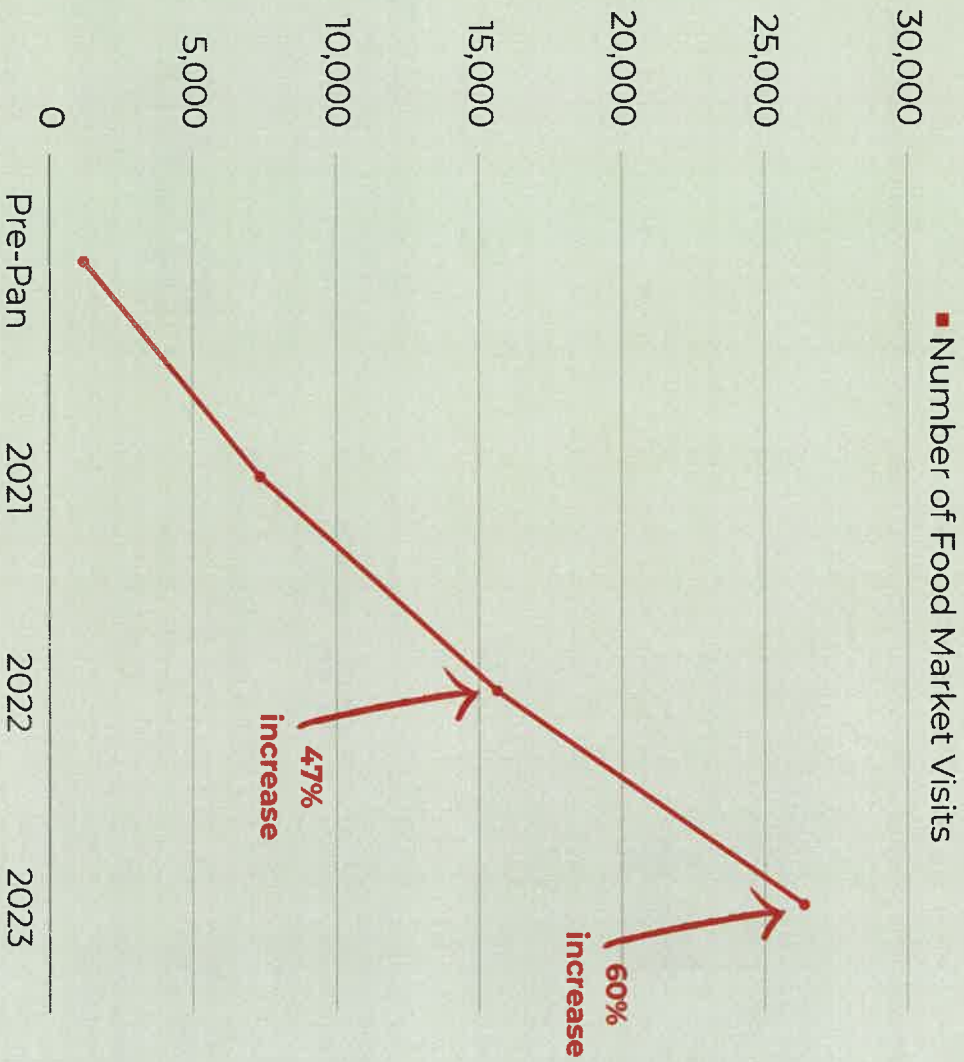
<p>FOOD INSECURITY</p>  <p>Impacts nearly one in ten Summit County residents.</p>	<p>EQUITY AND FOOD</p>  <p>Three in four Food Market shoppers are afraid they'll run out of food before they can buy more.</p>	<p>OF THOSE WITH FOOD INSECURITY</p>  <p>One in three earn too much for federal food assistance programs.</p>
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<p>In August 2022, the rate of inflation for food was the highest since 1979</p> <p>11.4%</p> <p>USDA average inflation rate of food is 3%</p>	<p>is the average cost of a meal in Summit County, compared to \$3.35 in Colorado</p> <p>\$4.92</p>	<p>The average cost of groceries per month in Summit County for a household of 3 in 2023</p> <p>\$1,240</p>
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(USDA 2023, CHIP, 2023-2028 & Feeding America 2021)

Section VI, Item H.

FIRC FRESH FOOD MARKET TRENDS



In 2023 served the Summit County community with over

26,378

visits to our food markets alone

FIRC provides 80% fresh food and up to \$200 worth of groceries every visit

If a family were to visit every week they could save up to

\$800

a month in groceries - saving on food costs by

65%

FIRC FRESH FOOD MARKET'S IMPACT IN 2023

The community invested
\$452,000
into the FIRC for the
purchase of food

The FIRC reinvested
\$5,277,400
dollars worth of food back
into the community

TO COMBAT THE NEED AND FIND SOLUTIONS

FIRC is guided by the voice of the community in all the work we do. We adopt a “with us” vs. “for us” approach and hold equity as a core value.

THE SUMMIT TABLE

FOOD EQUITY COALITION (FEC)

This group was convened by FIRC prior to the pandemic to work towards the goal of improving the local food system through a grassroots, community centered approach.

There are 13 resident members who have lived food insecurity firsthand. Members receive a housing scholarship to participate and must volunteer and use community food resources monthly, to guide feedback and strategies.

HOUSING SCHOLARSHIPS

Housing Justice Coalition (HJS)

This group is new created, having met only twice, with the goal of elevating residents voices with lived housing insecurity and identifying simple goals for housing justice in Summit.

There are 12 resident members who have lived housing insecurity firsthand. Members receive a housing scholarship to participate and must sign an agreement to attend 11 meetings over the course of a year to guide feedback and strategies.

WORKFORCE RETENTION

The Community Emergency Rental Assistance Program (CERA)

FIRC convened and administers this newly created community program that will run from Sept. '32 - March '24. Four towns, SCCG, the Summit Foundation and FIRC contributed to a pool of money for the workforce that are seeking assistance for emergencies.

So far \$27,780 has been distributed through CERA to 52 unique households (not counting January '24) experiencing various emergencies from illness, injuries, loss of hours, lack of child care, child birth, moving costs, and more.



STRATEGIC GOALS

2023 - 2028

GOALS

COMPLETE THE SOL CENTER

Ensure Sol Center is funded, completed, and a seamless transition of operations occurs

Complete capital campaign

Complete construction

Complete transition of operations

OBTAIN FINANCIAL SUSTAINABILITY

Ensure FIRC has diversified revenue streams to fund current operations and build reserves

Fund annual budget

Increase unrestricted funds

Increase grants, donations, and funds for operations

Closely manage expenses

BECOME A TOP WORKPLACE

Be recognized as a top non-profit workplace in Summit County

Enhance FIRC's culture

Develop talent acquisition and retention plan

Expand leadership and management capabilities

EFFECTIVE PROGRAMS & PARTNERSHIPS

Ensure social determinants of health are met through effective programs, partnerships, and collaboration

Deliver needs based, high outcome programming

Drive systems change through partnerships and collaborations

Reimagine/reopen Thrift Store

Establish a robust and sustainable volunteer system

LEVERAGE TECHNOLOGY

Utilize technology to increase FIRC's impact

Strengthen use of technology platforms

Build organizational capacity for technology and data

Continue along the HIPAA compliance pathway

STRENGTHEN FIRC'S REPUTATION

Strengthen FIRC's reputation as the county's premier non-profit health and social services provider

Increase awareness and understanding of FIRC's value to the community

Refresh FIRC's brand identity

IMPROVE BOARD GOVERNANCE

Improve governance and processes to help FIRC deliver optimal results

Ensure Board and committee size and makeup is appropriate for FIRC's needs

Recruit diverse Board members to bring broader experiences to Board

Update FIRC's Bylaws and Board materials

Move from an operational Board to a Governance focused Board

All Strategies and Goals will be rooted on equity and inclusion as the framework.



Thank You!

ERIC