



## BLUE RIVER BOARD OF TRUSTEES AUGUST 2024 MEETING

August 20, 2024 at 5:00 PM  
0110 Whispering Pines Circle, Blue River, CO

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### AGENDA

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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:

Road Maintenance Presentation by Envirotech & G & G Services

#### 6:00 PM REGULAR MEETING:

##### I. CALL TO ORDER, ROLL CALL

##### II. APPROVAL OF CONSENT AGENDA

[A.](#) Minutes for July 16, 2024

[B.](#) Approval of Bills-\$62,504.69

##### III. COMMUNICATIONS TO TRUSTEES

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

##### IV. NEW BUSINESS

[C.](#) 2023 Audit Report-McMahan & Associates

[D.](#) Plow Contract 2024-2025

[E.](#) Review of Blue River Ambassador/Code Position

[F.](#) Proclamation Honoring Trustee Ted Pilling

##### V. REPORTS

**G.** Mayor

**H.** Trustee Reports

I. Attorney

[J.](#) Staff Reports

**VI. OTHER BUSINESS**

**VII. EXECUTIVE SESSION**

**VIII. ADJOURN**

**NEXT MEETING - Work Session, September 3, 2024, 5:00 p.m.; Regular Meeting, September 17, 2024, 5:00 p.m.**

*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.*



## BOARD OF TRUSTEES REGULAR MEETING JULY 2024

July 16, 2024 at 5:00 PM  
0110 Whispering Pines Circle, Blue River, CO

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### MINUTES

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**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:**

Discussion of 2024-2025 Plow Contract and review of current contract.

Mayor Decicco opened the work session at 5:00 p.m.

The Trustees reviewed the current plow contract for discussion of changes to be applied to the 2024-2025 contract. David Allen with Highland Excavating, the contractor, attended via Zoom to answer questions.

Discussion to have additional reporting locations for snow measurement. Discussion to have addresses as reporting areas. Suggestion to reduce amount to 3" versus 4" and multiple pack cutting times and replenishing the road base per the contract. Recommendation to remove the map reference.

Suggestion to either remove the road base repair requirement. Dave noted that the most accurate way to determine snow fall accumulation is to drive around to assess the snow depth. Dave noted a concern at 3" and scraping more base off the road. He stated the issue with road base in the spring when it's melting. He recommended getting it packed in the fall. Dave reviewed the timing of storms and when to go out to ensure that it is clear within the 24-hour time period. He was open to cutting pack one or two more times of year to keep the pack low.

Kasey Grosskreutz, the Town summer maintenance contractor noted there is an issue with ditches and the need for easements and agreement with the comments on the road grader from the plow contractor. He noted there wasn't significant issue from winter to summer for road maintenance

issues. He noted he also sends out crews as cameras don't show amounts well. He stated a loader is more efficient especially to push snow high.

It was recommended to remove the map and road base requirement. Add an additional road cut in the contract and have the contractor provide a bid accordingly. Recommendation to coordinate with staff and the contractor when issues arise.

Manager Eddy and Attorney Widner will work to draft a new contract and collect a bid from the contractor.

**6:00 PM REGULAR MEETING:**

**I. CALL TO ORDER, ROLL CALL**

Mayor Decicco called the regular meeting to order at 6:00 p.m.

Mayor Nick Decicco

Trustee Johnathon Heckman

Trustee Noah Hopkins

Trustee Ted Slaughter

Trustee Barrie Stimson

Trustee Jodie Willey

Excused: Trustee Ted Pilling

Also present: Town Manager Michelle Eddy; Town Attorney Bob Widner; Chief of Police David Close; Deputy Clerk John Debee; Building Official Kyle Parag; Plow Contractor David Allen; Roads Contractor Kacey Grosskreuz.

**II. APPROVAL OF CONSENT AGENDA**

Motion made by Trustee Willey, Seconded by Trustee Heckman to approve the consent agenda. Voting Yea: Trustee Stimson, Mayor Decicco, Trustee Heckman, Trustee Willey, Trustee Hopkins, Trustee Slaughter. Motion passed unanimously.

A. Minutes for June 13, 2024 Regular Meeting and July 2, 2024 Work Session

B. Approval of Bills-\$145,523.19

**III. COMMUNICATIONS TO TRUSTEES**

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

There were no written communications received.

Paul Semmer-Blue Grouse Trail: commented on the road maintenance presentation from July 10th. He commented on the Clyde Lode subdivision and what was included in the packet.

**IV. ORDINANCE CONSIDERATION FOR APPROVAL**

C. Public Hearing Ordinance 2024-02 An Ordinance of the Board of Trustees of the Town of Blue River Amending Section 17-1-40 of the Blue River Municipal Code (Land Use Code) to Authorize a Waiver or Exemption from the Requirements of Chapter 17 for Property to be Owned by the Town to Serve a Public Purpose, to Clarify the Authority of the Town Board Concerning Procedures

Mayor Decicco opened the public hearing at 6:04 p.m.

Attorney Widner reviewed the proposed ordinance and the reason for passing it as an emergency ordinance.

Mayor Decicco closed the public hearing at 6:06 p.m.

There was a discussion on the need for the emergency ordinance and the sequence of events if they are unable to pass as an emergency.

D. Ordinance 2024-02 An Ordinance of the Board of Trustees of the Town of Blue River Amending Section 17-1-40 of the Blue River Municipal Code (Land Use Code) to Authorize a Waiver or Exemption from the Requirements of Chapter 17 for Property to be Owned by the Town to Serve a Public Purpose, to Clarify the Authority of the Town Board Concerning Procedures, and Declaring an Emergency.

Motion made by Trustee Heckman, Seconded by Trustee Stimson Ordinance 2024-02 An Ordinance of the Board of Trustees of the Town of Blue River Amending Section 17-1-40 of the Blue River Municipal Code (Land Use Code) to Authorize a Waiver or Exemption from the Requirements of Chapter 17 for Property to be Owned by the Town to Serve a Public Purpose, to Clarify the Authority of the Town Board Concerning Procedures, and Declaring an Emergency.

Voting Yea: Trustee Stimson, Mayor Decicco, Trustee Heckman, Trustee Willey, Trustee Hopkins, Trustee Slaughter. Motion passed unanimously.

**V. PUBLIC HEARING**

E. Subdivision Lot 586 Clyde Lode

Mayor Decicco opened the public hearing at 6:08 p.m.

Paul Semmer-Blue Grouse asked about location of the trail.

Attorney Widner noted the plat does not show a trail. That is determined later.

Discussion of where the trail lies and how it is laid out.

Mayor Decicco closed the public hearing at 6:13 p.m.

**VI. RESOLUTIONS**

F. Resolution 2024-08 Clyde Lode Subdivision Plat Approval

Motion made by Trustee Hopkins, Seconded by Trustee Stimson Resolution 2024-08 Clyde Lode Subdivision Plat Approval. Voting Yea: Trustee Stimson, Mayor Decicco, Trustee Heckman, Trustee Willey, Trustee Hopkins, Trustee Slaughter. Motion passed unanimously.

G. Resolution 2024-07 IGA Clyde Lode Trail Funding

It was noted the resolution allows the Town Manager and Town Attorney to clean up any language and grammar within the agreement.

Trustee Hopkins reviewed minor housekeeping items as well asked to ensure that the trail will be realigned within the 30-days.

Attorney Widner noted this is a draft and the resolution allows for the Attorney and Manager to make the necessary corrections.

Motion made by Trustee Hopkins, Seconded by Trustee Heckman to approve Resolution 2024-07 IGA Clyde Lode Trail Funding. Voting Yea: Trustee Stimson, Mayor Decicco, Trustee Heckman, Trustee Willey, Trustee Hopkins, Trustee Slaughter. Motion passed unanimously.

**VII. NEW BUSINESS**

H. Review of Short-term Regulations.

Manager Eddy reviewed the information that was requested last month as well as information on a proposed new position for code enforcement.

Trustee Willey discussed adding more information in the application to include all third-party listings. Recommend having a responsible agent within 60 minutes.

Discussion of how the code enforcement position could work and the benefit of adding the additional staff.

Discussion to create a comprehensive list and proposed job description with wage for the work session on August 6th.

Discussion on whether or not to instill a cap.

Discussion on whether or not to develop incentives for long-term rentals. It was also discussed to allow ADU's for this purpose.

I. Discussion of Law Enforcement Reporting

Manager Eddy noted that at the work session it was requested to have a list of properties where police are being called to.

Trustee Stimson clarified that it was specific for short-term rentals.

Attorney Widner reviewed best practices.

Discussion of continuing to include code violations in monthly reports.

**VIII. OTHER BUSINESS**

J. Trustee Heckman

Trustee Heckman reported on a meeting with the Theobald Family about the Tarn. There is no desire for structures or power at the Tarn. The Town of Breckenridge is responsible for the reseeded. They are agreeable to creating a one-way road in and out. It will require road base and the Theobald family for construction. The family would like to see enforcement and a simple agreement. Suggestion to upgrade signage for ease of sight and directions. Recommendations for signage replacement and addition will be emailed to Manager Eddy. A simplified agreement with the Theobald Family will be drafted.

**IX. REPORTS**

K. Mayor

Mayor Decicco reported briefly on upcoming asks for support by organizations.

L. Trustee Reports

Trustee Heckman asked for more communication from staff on events coming up. Additionally, he would like additional communication concerning complaints. Discussion of the Citizen Serve portal and challenges.

Discussion of potentially changing the permit requirements for the Tarn in 2025.

Discussion with the Building Official Kyle Parag about the process for building complaints and violations. He noted he works on an educational approach first before fining. He reviewed a couple of current complaint issues from projects.

M. Attorney

Attorney Widner noted he is working with his firm to provide coverage for the first work session of the month.

N. Staff Reports

No additional information was provided beyond the staff report.

**X. EXECUTIVE SESSION**

O. Executive Session pursuant to CRS 24-6-402(4)(b) and (e) to receive legal advice and to instruct negotiators concerning a potential land acquisition.

Trustee Hopkins moved and Trustee Slaughter seconded to adjourn into executive session pursuant to CRS 24-6-402(4)(b) and (e) to receive legal advice and to instruct negotiators concerning a potential land acquisition at 7:52 p.m. Motion passed unanimously.

Trustee Decicco moved and Trustee Heckman seconded to adjourn out of executive session at 8:34 p.m. with no action taken. Motion passed unanimously.

**XI. ADJOURN**

Trustee Willey moved and Trustee Hopkins to adjourn the meeting at 8:35 p.m. Motion passed unanimously.

**NEXT MEETING -**

**Work Session: August 6, 2024, 5:00 p.m.**

**Regular Meeting & Work Session: August 20, 2024, 5:00 p.m.**

Respectfully submitted:

Michelle Eddy, MMC

Town Clerk

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Vendor	Current	1 to 30	31 to 60	61 to 90	91+	Total
Andrew Shearer	\$ 150.00	0	0	0	0	0 \$ 150.00
Fresh & Clean Ltd.	\$ 13.00	0	0	0	0	0 \$ 13.00
Land Title Guarantee Company	\$ -	10	0	0	0	0 \$ 10.00
Marchetti & Weaver, LLC	\$ 2,158.25	0	0	0	0	0 \$ 2,158.25
McMahan & Associates LLC	\$ 10,250.00	0	0	0	0	0 \$ 10,250.00
Muller Engineering Co	\$ 1,430.00	0	0	0	0	0 \$ 1,430.00
Office Depot Business Account	\$ 34.05	0	0	0	0	0 \$ 34.05
Summit County 911 Center	\$ 4,120.89	0	0	0	0	0 \$ 4,120.89
Summit Ford	\$ 1,352.31	0	0	0	0	0 \$ 1,352.31
Widner Juran LLP	\$ 2,477.00	0	0	0	0	0 \$ 2,477.00
Grand Total	\$ 21,985.50	10	0	0	0	0 \$ 21,995.50

# Town of Blue River

Section II, Item B.

## A/P Aging Summary

As of August 15, 2024

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
Armcor Cartridge Incorporated	3,652.00					\$3,652.00
Land Title Guarantee Company		10.00				\$10.00
McMahan & Associates LLC	10,250.00					\$10,250.00
Office Depot Business Account	34.05					\$34.05
Summit Roll-Offs	700.00					\$700.00
<b>TOTAL</b>	<b>\$14,636.05</b>	<b>\$10.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$14,646.05</b>

# Town of Blue River

Section II, Item B.

## A/P Aging Summary

As of July 25, 2024

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
IIMC	310.00					\$310.00
Summit County 911 Center		14,640.00				\$14,640.00
Tritech Forensics	44.14					\$44.14
TSH Tree Service	10,869.00					\$10,869.00
<b>TOTAL</b>	<b>\$11,223.14</b>	<b>\$14,640.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$25,863.14</b>



**Town of Blue River, Colorado**

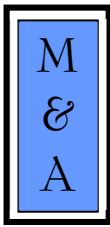
**Financial Statements**

**December 31, 2023**

**Town of Blue River  
Financial Statements  
December 31, 2023**

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## INDEPENDENT AUDITOR'S REPORT

**To the Board of Trustees  
Town of Blue River  
Breckenridge, Colorado**

### Report on the Audit of the Financial Statements

#### *Opinions*

We have audited the accompanying financial statements of the governmental activities and each major fund of Town of Blue River (the "Town"), as of and for the year ended December 31, 2023, which collectively comprise the Town's basic financial statements as listed in the Table of Contents, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Town of Blue River, as of December 31, 2023 and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

#### *Basis for Opinions*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America ("U.S. GAAS"). Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are required to be independent of Town of Blue River and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### *Responsibilities of Management for the Financial Statements*

Town of Blue River's management is responsible for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for one year after the date that the financial statements are issued.

*Member: American Institute of Certified Public Accountants*

***Auditor’s Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with U.S. GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town’s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town’s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

***Required Supplementary Information***

U.S. GAAP require that the Management’s Discussion and Analysis in Section B be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with U.S. GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

***Required Supplementary Information (continued)***

The budgetary comparison information in Section E is not a required part of the basic financial statements but is supplementary information required by accounting principles generally accepted in the United States of America. The budgetary comparison information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statement or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

***Supplementary Information***

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town's financial statements as a whole. The budgetary comparison information and the *Local Highway Finance Report* in Section F are presented for purposes of additional analysis and are not a required part of the financial statements.

The budgetary comparison information and the *Local Highway Finance Report* are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.



**McMahan and Associates, L.L.C.**  
**Avon, Colorado**  
**July 23, 2024**



**MANAGEMENT DISCUSSION AND ANALYSIS**



## Management Discussion and Analysis December 31, 2023

As management of the Town of Blue River, we offer readers of the Town of Blue River's financial statements, this narrative overview and analysis of the Town's financial activities for the year ended December 31, 2023. The intent of this discussion and analysis is to look at the Town's financial performance as a whole. Readers should also review the financial statements and the notes to the financial statements to broaden their understanding of the Town's financial performance.

### Financial Highlights

- The assets of the Town of Blue River exceeded the total of its liabilities and deferred inflows of resources at the close of the most recent fiscal year by **\$8,891,508** (*net position*). Of this amount, **\$5,513,380** represents unrestricted net position, which may be used to meet the government's ongoing obligations to citizens and creditors.
- The Town of Blue River's total net position increased **\$967,923** with revenues exceeding expenditures.
- At the close of the current fiscal year, the Town of Blue River's governmental funds reported combined fund balances of **\$5,769,962**, an increase of **\$976,480** primarily due to an increase in overall revenues.

### Overview of the Financial Statements

The discussion and analysis provided here is intended to serve as an introduction to the Town of Blue River's basic financial statements. The Town of Blue River's basic financial statements consist of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) the notes to financial statements.

### Government-wide Financial Statements

The *government-wide financial statements* are designed to provide readers with a broad overview of the Town of Blue River's finances, in a manner similar to a private-sector business.

The *statement of net position* presents financial information on all of the Town of Blue River's assets, liabilities, and deferred inflows/outflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Town of Blue River is improving or deteriorating.

The *statement of activities* presents information showing how the Town of Blue River's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave.)

Both of the government-wide financial statements distinguish functions of the Town of Blue River that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*).

The governmental activities of the Town of Blue River include general government, judicial, planning/zoning, public safety, and public works. The Town of Blue River has no business-type activities.

The government-wide financial statements can be found on pages C1-C2 of this report.

**Fund Financial Statements.** A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Town of Blue River, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the Town of Blue River are governmental funds.

**Governmental Funds.** *Governmental funds* are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in assessing a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The Town of Blue River maintains, three governmental funds, the General fund, Conservation Trust Fund and Capital Fund. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for all major funds.

The Town of Blue River adopts an annual appropriated budget for its funds. A budgetary comparison statement has been provided for the General fund and Conservation Trust Fund to demonstrate compliance with these budgets. Budgetary comparison schedule for the Capital Fund has been provided as supplemental information.

The basic governmental fund financial statements can be found on pages C3-C5 of this report.

**Notes to the Financial Statements.** The notes provide additional information that is necessary to acquire a full understanding of the data provided in the government-wide and fund financial statements.

The notes to the financial statements can be found on pages D1-D15 of this report.

**Government-wide Overall Financial Analysis**

As noted earlier, net position over time, may serve as a useful indicator of a government’s financial position. In the case of the Town of Blue River, assets exceeded liabilities and deferred inflows of resources by **\$7,923,585**, at the close of the most recent fiscal year.

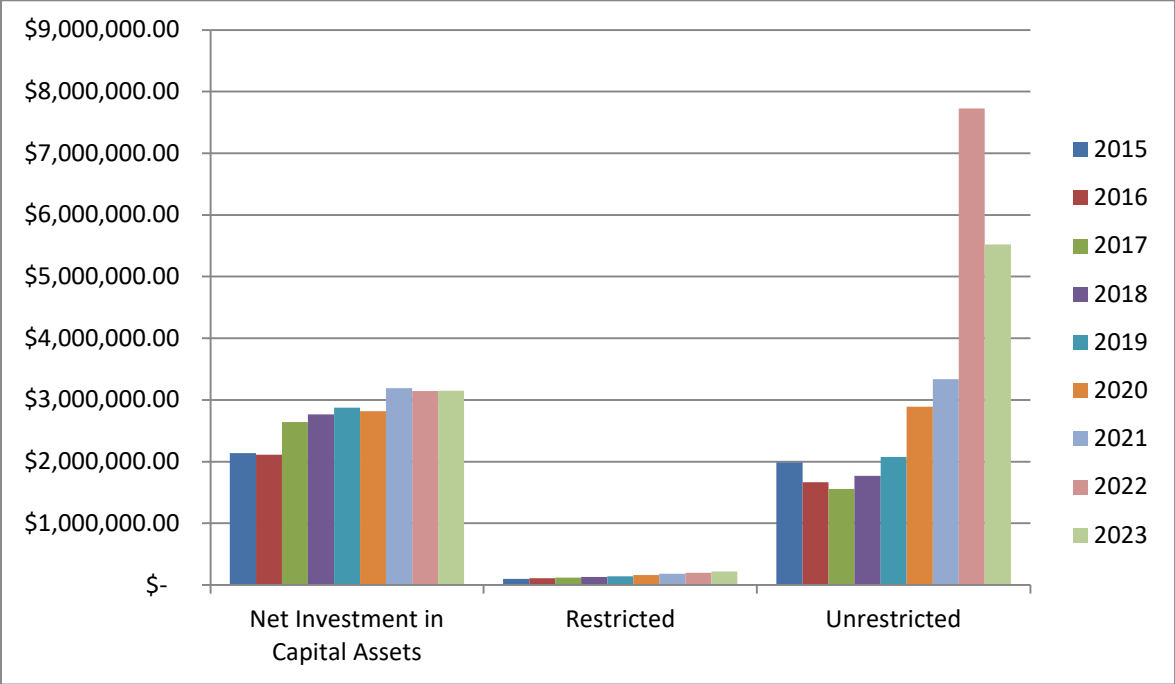
**Town of Blue River’s Net Position**

<b>Assets:</b>	<b>2023</b>	<b>2022</b>
Current and other assets	\$6,718,388	5,557,424
Capital assets	3,164,850	3,162,628
<b>Total assets</b>	<b>9,883,238</b>	<b>8,720,052</b>
<b>Liabilities</b>		
Long-term liabilities	13,060	16,011
Other liabilities	106,211	54,030
<b>Total liabilities</b>	<b>119,271</b>	<b>70,041</b>
<b>Deferred inflow of resources:</b>		
Deferred revenue, other	53,777	48,800
Unavailable revenue-property taxes	818,682	677,626
<b>Total deferred inflow of resources</b>	<b>872,459</b>	<b>726,426</b>
<b>Net Position</b>		
Net investment in capital assets	3,151,790	3,146,617
Restricted	226,338	198,152
Unrestricted	5,513,380	7,725,433
<b>Total net position</b>	<b>8,891,508</b>	<b>7,923,585</b>

A portion of the Town of Blue River’s net position (35%) reflects its investment in capital assets (e.g. land, buildings, cisterns, vehicles, and roads). The Town of Blue River uses these capital assets to provide a variety of services to its citizens. Accordingly, these assets are not available for future spending.

An additional portion of the Town of Blue River’s net position (2.4%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of \$5,523,380 is unrestricted and may be used to meet the government’s ongoing obligations to its citizens and creditors.

At the end of the current fiscal year, the Town of Blue River is able to report a positive net position. The same situation held true for the prior fiscal year.



The Town of Blue River’s overall net position increased **\$967,923** from the prior fiscal year. The reasons for this overall increase are discussed in the following sections for governmental activities.

**Town of Blue River’s Changes in Net Position**

<b>Revenues:</b>	<b>2023</b>	<b>2022</b>
<b>Program revenues:</b>		
General government	\$82,825	\$ 46,556
Judicial	25,418	17,302
Planning and zoning	130,448	96,061
Public works	65,126	43,095
<b>General revenues:</b>		
Property and specific ownership tax	718,161	731,694
Sales, lodging, and other tax	1,561,718	1,456,089
Franchise fees	83,380	81,586
Other income	172,018	1,350,835
<b>Total Revenue</b>	<b>2,547,412</b>	<b>2,309,723</b>
 <b>Expenses:</b>		
Operating expenses:		
General government	860,682	631,623
Judicial	16,387	16,536
Planning and zoning	9,206	8,300
Public safety	309,082	376,100
Public works	696,543	551,734
<b>Total expenses</b>	<b>1,891,900</b>	<b>1,584,293</b>
 <b>Change in net position</b>		
	\$967,923	1,217,339
<b>Net position, beginning of the year</b>	7,923,585	6,706,246
<b>Net position, end of the year</b>	<b>\$8,891,508</b>	<b>\$7,923,585</b>

**Governmental Activities.** During the current fiscal year, net position for governmental activities increased by **\$967,923** from the prior fiscal year for an ending balance of **\$8,891,508**. The increase was due to an increase in revenues primarily from sales and lodging taxes.

**Financial Analysis of Governmental Funds**

As noted earlier, the Town of Blue River uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

**Governmental Funds.** The focus of the Town of Blue River’s *governmental funds* is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Town of Blue River’s financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government’s net resources available for discretionary use as they represent the portion of fund balance which has not yet been limited to use for a particular purpose by either an external party, the Town of Blue River itself, or a group or

individual that has been delegated authority to assign resources for use for particular purposes by the Town of Blue River’s Trustees.

The general fund is the chief operating fund of the Town of Blue River. The end of the current fiscal year combined unassigned fund balance was \$5,529,449 while the total combined fund balance increased to \$5,769,962. Unassigned fund balance is available for spending at the Town’s discretion. The remainder of the combined fund balance is either restricted or assigned to indicate that it is 1) not spendable in form 10,800, and 2) restricted for particular purposes \$226,338.

As a measure of the general funds liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total general fund expenditures.

**General Fund Budgetary Highlights**

*Original budget compared to final budget.* During the year, there were no amendments to increase either the original estimated revenues or original budgeted appropriations. The most significant differences between estimated revenues and actual revenues were as follows:

<u>Revenue Source</u>	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Property, Sales, Lodging & Other Taxes	\$1,869,626	\$2,279,879	\$410,253
Licenses, Permits & Fees	\$133,000	\$213,153	\$80,153

Property, Sales, Lodging & Other Taxes saw the most significant increase in revenues and fees due to higher participation in the short-term rental market as well as the collection of online sales tax.

**Capital Assets**

The Town of Blue River’s capital assets at December 31, 2023 is \$3,164,850, net of accumulated depreciation. This investment in capital assets includes land, buildings, cisterns, vehicles, park facilities, roads, and bridges. The total increase in capital assets for the current fiscal year was .0007%.

Additional information as well as detailed classification of the Town’s net capital assets can be found in the notes to the financial statements on page D1-D15.

**Long-term Debt**

At the end of the current fiscal year, the Town had total debt related to a capital lease and compensated absences in the amount of \$43,304.

Additional information of the Town’s long-term debt can be found in the notes to the financial statements starting on page D12.

**Next Year’s Budget**

The following economic factors currently affect the Town and were considered in developing the 2024 fiscal year budget.

- Building and construction in the Town of Blue River continues to be fairly unchanged looking into 2024 as the Town approaches build-out. Many permits will be for additions and remodels versus new construction.
- The number of homes participating in short-term rentals has increased slightly but has somewhat leveled off.
- The Town is planning a capital improvement road project for Spruce Creek Road as well as increase in overall road maintenance.
- The Town is 100% fully staffed with building, roads, and plowing all contracted out.

The Town's fund balance is \$5,769,962 beginning January 1, 2024 and provides a positive economic outlook for future potential considerations in expanded projects or capital improvements.

**Request for Information**

This financial report is designed to provide a general overview of the Town of Blue River's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Town Manager, 0110 Whispering Pines Circle, Blue River or PO Box 1784, Breckenridge, CO 80424.



**GOVERNMENT-WIDE FINANCIAL STATEMENTS**

**Town of Blue River  
Statement of Net Position  
December 31, 2023**

<b>Assets:</b>	
Cash and investments	5,707,264
Accounts receivable, taxes and fees, net	178,267
Property tax receivable	818,682
Prepaid expenses	14,175
Capital assets, net	<u>3,164,850</u>
<b>Total Assets</b>	<u><u>9,883,238</u></u>
 <b>Liabilities:</b>	
Accounts payable and accrued liabilities	75,967
Accrued compensated absences:	
Due within one year	30,244
Long-term liabilities:	
Due within one year	3,073
Due in more than one year	<u>9,987</u>
<b>Total Liabilities</b>	<u><u>119,271</u></u>
 <b>Deferred Inflow of Resources:</b>	
Deferred revenue, other	53,777
Unavailable property tax revenue	<u>818,682</u>
<b>Total Deferred Inflow of Resources</b>	<u><u>872,459</u></u>
 <b>Net Position:</b>	
Net investment in capital assets	3,151,790
Restricted for emergencies	83,000
Restricted for conservation trust fund	143,338
Unrestricted	<u>5,513,380</u>
<b>Total Net Position</b>	<u><u><u>8,891,508</u></u></u>

The accompanying notes are an integral part of these financial statements.

**Town of Blue River  
Statement of Activities  
For the Year Ended December 31, 2023**

Functions/Programs	Expenses	Program Revenues		Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions		Total Governmental Activities
<b>Governmental Activities:</b>					
General government	860,682	82,825	-	-	(777,857)
Judicial	16,387	25,418	8,594	-	17,625
Planning and zoning	9,206	130,448	-	-	121,242
Public safety	309,082	-	-	-	(309,082)
Public works	696,543	65,126	-	-	(631,417)
<b>Total Governmental Activities</b>	<b>1,891,900</b>	<b>303,817</b>	<b>8,594</b>	<b>-</b>	<b>(1,579,489)</b>
<b>General revenues:</b>					
					718,161
					1,561,718
					83,380
					12,135
					162,273
					9,745
					<u>2,547,412</u>
					967,923
					<u>7,923,585</u>
					<u>8,891,508</u>

The accompanying notes are an integral part of these financial statements.

**FUND FINANCIAL STATEMENTS**

**Town of Blue River  
Balance Sheet  
Governmental Funds  
December 31, 2023**

	<b>General</b>	<b>Conservation Trust</b>	<b>Total Governmental Funds</b>
<b>Assets:</b>			
Cash and investments	5,563,926	143,338	5,707,264
Accounts receivable, taxes and fees	178,267	-	178,267
Property tax receivable	818,682	-	818,682
Prepaid expenses	14,175	-	14,175
<b>Total Assets</b>	<b>6,575,050</b>	<b>143,338</b>	<b>6,718,388</b>
<b>Liabilities:</b>			
Accounts payable and accrued liabilities	75,967	-	75,967
<b>Total Liabilities</b>	<b>75,967</b>	<b>-</b>	<b>75,967</b>
<b>Deferred Inflow of Resources:</b>			
Deferred revenue, other	53,777	-	53,777
Unavailable property tax revenue	818,682	-	818,682
<b>Total Deferred Inflow of Resources</b>	<b>872,459</b>	<b>-</b>	<b>872,459</b>
<b>Fund Balances:</b>			
Non-spendable, prepaid	14,175	-	14,175
Restricted for emergencies	83,000	-	83,000
Restricted for conservation trust fund	-	143,338	143,338
Unassigned	5,529,449	-	5,529,449
<b>Total Fund Balances</b>	<b>5,626,624</b>	<b>143,338</b>	<b>5,769,962</b>
<b>Total Deferred Inflow of Resources Liabilities, and Fund Balances</b>	<b>6,575,050</b>	<b>143,338</b>	

**Amounts reported for governmental activities in the Statement of Net Assets are different because:**

Capital assets used in governmental activities are not current financial resources and, therefore, are not reported in the funds.	3,164,850
Long-term liabilities are not due and payable in the current period, and therefore, are not reported on the funds.	(43,304)
<b>Net Position of Governmental Activities</b>	<b>8,891,508</b>

The accompanying notes are an integral part of these financial statements.

**Town of Blue River**  
**Statement of Revenues, Expenditures and Changes in Fund Balances**  
**Governmental Funds**  
**For the Year Ended December 31, 2023**

	<u>General</u>	<u>Conservation Trust</u>	<u>Total Governmental Funds</u>
<b>Revenues:</b>			
Taxes	2,279,879	-	2,279,879
Intergovernmental	91,974	12,135	104,109
Licenses and permits	213,153	-	213,153
Charges for services	65,126	-	65,126
Fines and fees	25,518	-	25,518
Miscellaneous revenues	165,967	6,051	172,018
<b>Total Revenues</b>	<u>2,841,617</u>	<u>18,186</u>	<u>2,859,803</u>
<b>Expenditures:</b>			
General government	854,727	-	854,727
Judicial	16,387	-	16,387
Planning and zoning	9,206	-	9,206
Public safety	294,240	-	294,240
Public works	708,763	-	708,763
<b>Total Expenditures</b>	<u>1,883,323</u>	<u>-</u>	<u>1,883,323</u>
<b>Net Change in Fund Balance</b>	958,294	18,186	976,480
<b>Fund Balances - Beginning</b>	<u>4,668,330</u>	<u>125,152</u>	<u>4,793,482</u>
<b>Fund Balances - Ending</b>	<u><u>5,626,624</u></u>	<u><u>143,338</u></u>	<u><u>5,769,962</u></u>

The accompanying notes are an integral part of these financial statements.

**Town of Blue River**  
**Reconciliation of the Statement of Revenues, Expenditures**  
**and Changes in Fund Balances of Governmental Funds**  
**To the Statement of Activities**  
**For the Year Ended December 31, 2023**

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**Net Change in Fund Balances of Governmental Funds** 976,480

Amounts reported for governmental activities in the Statement of Activities are different because:

Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. This is the amount by which depreciation exceeded capital outlay during the year.

	Capital outlay	113,363
	Depreciation	(111,140)
		2,223

The issuance of long-term debt (e.g. bonds, notes and leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of the governmental fund. Neither transaction, however, has any effect on net position.

2,951

Some expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported in the funds.

	Change in compensated absences	(13,731)
		(13,731)

**Change in Net Position of Governmental Activities** 967,923

The accompanying notes are an integral part of these financial statements.

**NOTES TO THE FINANCIAL STATEMENTS**



**I. Summary of Significant Accounting Policies**

The Town of Blue River, Colorado (the “Town”) was incorporated in 1964 as a statutory town under the laws of the State of Colorado. An elected Mayor and Town Board of Trustees are responsible for setting policy, appointing administrative personnel and adopting an annual budget in accordance with state statutes. The Town’s major operations include maintenance of streets and park areas, fire mitigation, building inspection and permits, judicial services (municipal court), public safety (police), and general administrative services. The Town is located in Summit County, Colorado.

The Town’s financial statements are prepared in accordance with generally accepted accounting principles (“GAAP”). The Governmental Accounting Standards Board (“GASB”) is responsible for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations). The more significant accounting policies established by GAAP used by the Town are discussed below.

**A. Reporting Entity**

The reporting entity consists of (a) the primary government; i.e., the Town, and (b) organizations for which the Town is financially accountable. The Town is considered financially accountable for legally separate organizations if it is able to appoint a voting majority of an organization’s governing body and is either able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to, or to impose specific financial burdens on, the Town. Consideration is also given to other organizations which are fiscally dependent; i.e., unable to adopt a budget, levy taxes, or issue debt without approval by the Town. Organizations for which the nature and significance of their relationship with the Town are such that exclusion would cause the reporting entity’s financial statements to be misleading or incomplete are also included in the reporting entity.

Based on the criteria above, the Town is not financially accountable for any other entity nor is the Town a component unit of any other government.

**B. Government-wide Financial Statements**

The Town’s basic financial statements include both government-wide (reporting the Town as a whole) and fund financial statements (reporting the Town’s individual funds). Both the government-wide and fund financial statements categorize primary activities as either governmental or business-type. The Town’s governmental functions include general government (administration), planning and zoning (building department), public safety (police department), judicial (municipal court), and public works (street maintenance). The Town does not have any business-type activities. As a general rule, the effect of the interfund activity has been eliminated from the government-wide financial statements.

In the government-wide Statement of Net Position, the governmental activities columns are (a) presented on a consolidated basis by column, and (b) reported on a full accrual, economic resources basis, which recognizes all long-term assets and receivables as well as long-term debt and obligations. The Town’s net position is reported in three parts: net investments in capital assets, net of related debt; restricted net position; and unrestricted net position.

The government-wide statement of activities reports both the gross and net cost of each of the Town’s functions (public safety, public works, etc.). The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, operating and capital grants. Program revenues must be directly associated with the function (public safety, public works, etc.).

**I. Summary of Significant Accounting Policies (continued)**

**B. Government-wide Financial Statements (continued)**

Operating grants include operating-specific and discretionary (either operating or capital) grants while the capital grants column reflects capital-specific grants. The net costs (by function) are mostly supported by general revenues (property and sales taxes, interest income, etc.).

The government-wide focus is on the sustainability of the Town as an entity and the change in the Town's net position resulting from the current year's activities.

**C. Fund Financial Statements**

The financial transactions of the Town are reported in individual funds in the fund financial statements. Each fund is accounted for by providing a separate set of self-balancing accounts that comprises its assets, liabilities, reserves, fund equity, revenues and expenditures/expenses. The fund focus is on current available resources and budget compliance.

The Town reports the following governmental funds:

The *General Fund* is the Town's primary operating fund. It accounts for all financial resources of the Town, except those required to be accounted for another fund.

The *Conservation Trust Fund* accounts for funds received from the state lottery program to fund recreational capital projects.

**D. Measurement Focus, Basis of Accounting, and Financial Statement Presentation**

Measurement focus refers to whether financial statements measure changes in current resources only (current financial focus) or changes in both current and long-term resources (long-term economic focus). Basis of accounting refers to the point at which revenues, expenditures, or expenses are recognized in the accounts and reported in the financial statements. Financial statement presentation refers to classification of revenues by source and expenses by function.

**1. Long-term Economic Focus and Accrual Basis**

The government-wide financial statements use the long-term economic focus and are presented on the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when incurred, regardless of the timing of the related cash flows.

**2. Current Financial Focus and Modified Accrual Basis**

The governmental fund financial statements use the current financial focus and are presented on the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual; i.e., both measurable and available. "Available" means collectible within the current period or soon enough thereafter (60 days) to be used to pay liabilities of the current period. Expenditures are generally recognized when the related liability is incurred. The exception to this general rule is that principal and interest on general long-term debt, if any, is recognized when due.

**I. Summary of Significant Accounting Policies (continued)**

**D. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (continued)**

**3. Financial Statement Presentation**

Amounts reported as program revenues include 1) charges to customers and applicants for goods, services or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as *general revenues* rather than as program revenues. Likewise, general revenues include all taxes.

**E. Financial Statement Accounts**

**1. Cash and Cash Equivalents**

Cash and cash equivalents include amounts in demand deposits as well as short-term investments with a maturity date within 3 months of the date acquired by the Town.

The Town follows Colorado Revised Statutes which permit investments in the following type of obligations:

- U.S. Treasury Obligations (maximum maturity of 60 months)
- Federal Instrumentality Securities (maximum maturity of 60 months)
- FDIC-insured Certificates of Deposit (maximum maturity of 60 months)
- Corporate Bonds (maximum maturity of 60 months)
- Prime Commercial Paper (maximum maturity of 60 months)
- Eligible Bankers Acceptances
- Repurchase Agreements
- General Obligations and Revenue Obligations
- Local Government Investment Pools
- Money Market Mutual Funds

Investments are stated at fair value, net asset value or amortized cost depending on the investment (see Note IV.A). The change in fair value of investments is recognized as an increase or decrease to investment assets and investment income.

**2. Receivables**

Receivables are reported net of an allowance for uncollectible accounts. The Town uses the allowance method for recognizing the potential uncollectibility of delinquent accounts receivable. No allowance is recorded at December 31, 2023, as all accounts are considered to be collectible.

**3. Property Taxes**

Property taxes are assessed in one year as a lien on the property, but not collected by the governmental unit until the subsequent year. In accordance with generally accepted accounting principles, the assessed but uncollected property taxes have been recorded as a receivable and deferred inflow of resources.

**I. Summary of Significant Accounting Policies (continued)**

**E. Financial Statement Accounts (continued)**

**4. Capital Assets**

Capital assets, which include land, infrastructure, buildings and improvements, park improvements, equipment, furniture, and vehicles, are reported in the government-wide financial statements. Capital assets are defined by the Town as assets with an estimated useful life in excess of two years with an initial cost of \$5,000 or more. Purchased assets are recorded at historical cost. Donated capital assets are recorded at acquisition value.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Improvements are capitalized and depreciated over the remaining useful lives of the related fixed assets, as applicable. Infrastructure, buildings and improvements, park improvements, equipment, furniture and vehicles are depreciated using the straight-line method over the following estimated useful lives:

<u>Capital Assets</u>	<u>Years</u>
Infrastructure	40-59
Building and improvements	40
Park improvements	20
Equipment, furniture and vehicles	5-7

**5. Compensated Absences**

For governmental funds, vested and accumulated vacation leave that is expected to be liquidated with expendable available financial resources, is reported as expenditures and a fund liability of the governmental fund that will pay it. Vested and accumulated vacation leave not expected to be liquidated with expendable available financial resources are not reported in the governmental fund financial statements. However, these amounts are reported in the government-wide financial statements in accordance with the provisions of GASB Statement No. 16, *Accounting for Compensated Absences*.

**6. Long-term Obligations and Leases**

Long-term debt is recognized as a liability of a governmental fund when due, or when resources have been accumulated for payment early in the following year. For other long-term obligations, only that portion expected to be financed from expendable available financial resources is reported as a fund liability of the governmental fund. The remaining portion of such obligations is reported in the governmental activities column of the government-wide financial statements.

The Town follows provisions of GASB 87, Leases with regards to leased assets and leased liabilities. This standard requires recognition of certain leased assets and liabilities for leases previously classified as operating leases and deferred inflows or outflows of resources recognized based on the payment provision of the contract. It established a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this standard, a lessee is required to recognize a lease liability and an intangible right to use lease asset, and a lessor is required to recognize a lease receivable and deferred inflow of resources.

**I. Summary of Significant Accounting Policies (continued)**

**E. Financial Statement Accounts (continued)**

**7. Deferred Outflows and Inflows of Resources**

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/ expenditure) until then. The Town doesn't have any items that qualify for reporting in this category at December 31, 2023.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Town has two types of items that qualifies for reporting in this category. Accordingly, the items, unearned revenues, are deferred and recognized as an inflow of resources in the period that the amounts become available and earned.

**8. Fund Balances**

The Town classifies governmental fund balances as follows:

*Non-spendable* – includes fund balance amounts inherently non-spendable since they represent inventories, prepaid items, etc.

*Restricted* – includes fund balance amounts that are constrained for specific purposes which are externally imposed by providers, such as creditors or amounts constrained due to constitutional provisions or enabling legislation.

*Committed* – includes fund balance amounts that are constrained for specific purposes that are internally imposed by the government through formal action of the highest level of decision making authority, which is the Town Board of Trustees. Fiscal year spending excludes bonded debt service and enterprise spending.

*Assigned* – includes spendable fund balance amounts that are intended to be used for specific purposes that are neither considered restricted or committed. Fund Balance may be assigned by the Town Board of Trustees or its management designees. The Capital Acquisition Fund's entire balance was restricted for future capital projects and equipment acquisition.

*Unassigned* – includes residual positive fund balance within the General Fund, which has not been classified within the other above mentioned categories. Unassigned fund balance may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed, or assigned for those specific purposes.

The Town uses restricted amounts to be spent first when both restricted and unrestricted fund balance is available unless there are legal documents or contracts that prohibit this, such as grant agreements that require dollar for dollar spending. Additionally, the Town would first use committed, then assigned, and lastly unassigned amounts when expenditures are made.

**I. Summary of Significant Accounting Policies (continued)**

**E. Financial Statement Accounts (continued)**

**9. Net Position**

In the government wide financial statements, net position represents the difference between assets and liabilities. Net investment in capital assets, consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvement of those assets. Net position is reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the Town or through external restrictions imposed by creditors, grantors or laws or regulations of other governments. All other net position is reported as unrestricted.

**F. Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires the Town's management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amount of revenues and expenditures or expenses during the reporting period. Actual results could differ from those estimates.

**II. Reconciliation of Government-wide and Fund Financial Statements**

**A. Explanation of certain differences between the governmental fund Balance Sheet and the government-wide Statement of Net Position**

These financial statements include a reconciliation between the total fund balances of all governmental funds as presented on the Governmental Funds Balance Sheet and the net position of governmental activities as reported in the government-wide Statement of Net Position.

**B. Explanation of certain differences between the governmental fund Statement of Revenues and Expenditures and the government-wide Statement of Activities**

Additionally, these financial statements include a reconciliation between the total net change in fund balances of all governmental funds as presented on the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances and the change in net position of governmental activities as reported in the government-wide Statement of Activities.

**III. Stewardship, Compliance, and Accountability**

**A. Budgetary Information**

Budgets are adopted on a basis consistent with generally accepted accounting principles. Annual appropriations are adopted for all funds. Expenditures may not legally exceed appropriations at the fund level. All appropriations lapse at year-end.

The Town followed the required timetable noted on the following page in preparing, approving, and enacting its budget for 2023.

**III. Stewardship, Compliance, and Accountability (continued)**

**A. Budgetary Information (continued)**

1. For the 2023 budget year, prior to August 25, 2022, the County Assessor sent to the Town an assessed valuation of all taxable property within the Town's boundaries. The County Assessor may change the assessed valuation on or before December 15, 2022, only once by a single notification to the Town.
2. The Mayor, or other qualified person appointed by the Council, submitted to the Council, on or before October 15, 2022, a recommended budget which detailed the necessary property taxes needed along with other available revenues to meet the Town's operating requirements.
3. Prior to December 15, 2022, a public hearing was held for the budget, the Council certified to the County Commissioners a levy rate that derived the necessary property taxes as computed in the proposed budget, and the Council adopted the proposed budget and an appropriating resolution that legally appropriated expenditures for the upcoming year.
4. After a required publication of "Notice of Proposed Budget", the Town adopted the proposed budget and a resolution that legally appropriated expenditures for the upcoming year
5. After adoption of the budget resolution, the Town may make the following changes: a) it may transfer appropriated money between funds; b) it may approve supplemental appropriations to the extent of revenues in excess of estimated revenues in the budget; c) it may approve emergency appropriations, and d) it may reduce appropriations for which originally estimated revenues are insufficient.

Taxes levied in one year are collected in the succeeding year. Thus, taxes certified in 2022 were collected in 2023 and taxes certified in 2023 will be collected in 2024. Taxes are due on January 1st in the year of collection; however, they may be paid in either one installment (no later than April 30th) or two equal installments (not later than February 28th and June 15th) without interest or penalty. Taxes that are not paid within the prescribed time bear interest at the rate of one percent (1%) per month until paid. Unpaid amounts and the accrued interest thereon become delinquent on June 16th.

For the year ended December 31, 2023, the Town's General Fund exceeded appropriations by \$128,844, which may be a violation of State Statutes.

**B. TABOR Amendment**

In November 1992, Colorado voters amended Article X of the Colorado Constitution by adding Section 20; commonly known as the Taxpayer's Bill of Rights ("TABOR"). TABOR contains revenue, spending, tax and debt limitations that apply to the State of Colorado and local governments. TABOR requires, with certain exceptions, advance voter approval for any new tax, tax rate increase, mill levy above that for the prior year, extension of any expiring tax, or tax policy change directly causing a net tax revenue gain to any local government. Any revenues earned in excess of the fiscal year spending limit must be refunded in the next fiscal year unless voters approve retention of such excess revenue.

**III. Stewardship, Compliance, and Accountability (continued)**

**B. TABOR Amendment (continued)**

Except for refinancing bonded debt at a lower interest rate or adding new employees to existing pension plans, TABOR requires advance voter approval for the creation of any multiple-fiscal year debt or other financial obligation unless adequate present cash reserves are pledged irrevocably and held for payments in all future fiscal years.

TABOR also requires local governments to establish an emergency reserve to be used for declared emergencies only. Emergencies, as defined by TABOR, exclude economic conditions, revenue shortfalls, or salary or fringe benefit increases. The reserve is calculated at 3% of fiscal year spending. Fiscal year spending excludes bonded debt service and enterprise spending. The Town has reserved \$83,000 for TABOR, which is the approximate required reserve at December 31, 2023.

On November 7, 1995, a majority of the Town's electors passed a ballot question, which authorized the Town to "collect and increase fiscal year spending such that the full revenue generated during 1994 and each subsequent year thereafter by its existing mill levy, without any increase in general property taxes, may be expended without any limitation under Article X, Section 20 of the Colorado Constitution for (a) snow removal; (b) road maintenance; (c) police protection; (d) other municipal services; and without limiting any year the amount of other revenues that may be collected and spent by the Town of Blue River, Colorado under Article X, Section 20 to the Colorado Constitution or any other law provided there shall be no increase in the Town's present mill levy, unless approved by a majority of voters voting on any such increase."

The Town's management believes it is in compliance with the financial provisions of TABOR. However, TABOR is complex and subject to interpretation. Many of its provisions, including the interpretation of how to calculate fiscal year spending limits, will require judicial interpretation.

**IV. Detailed Notes on All Funds**

**A. Deposits and Investments**

The Town's deposits are entirely covered by the Federal Deposit Insurance Corporation ("FDIC") or by collateral held under Colorado's Public Deposit Protection Act ("PDPA"). The FDIC insures the first \$250,000 of the Town's deposits at each financial institution. Deposit balances over \$250,000 are collateralized as required by PDPA. The carrying amount of the Town's cash was \$2,261,549 at year end. The Town had the following cash and investments with the following maturities at December 31, 2023:

*Fair Value of Investments*

The Town measures and records its investments using fair value measurement guidelines established by generally accepted accounting principles. These guidelines recognize a three-tiered fair value hierarchy, as follows:

- *Level 1:* Quoted prices for identical investments in active markets;
- *Level 2:* Observable inputs other than quoted market prices; and,
- *Level 3:* Unobservable inputs.



**Town of Blue River, Colorado**  
**Notes to the Financial Statements**  
**December 31, 2023**  
**(continued)**

**IV. Detailed Notes on All Funds (continued)**

**A. Deposits and Investments (continued)**

At December 31, 2023, the Town had the following recurring fair value measurements:

<b>Investments Measured at Fair Value</b>	<b>Total</b>	<b>Fair Value Measurements Using</b>		
		<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>
Certificates of deposit	211,534	-	211,534	-
Total		-	211,534	-
<b>Investments Measured at Net Asset Value</b>				
Colostrust	3,234,067			
<b>Investments Measured at Amortized Cost</b>				
Csafe	114			

Debt and equity securities classified in Level 1 are valued using prices quoted in active markets for those securities. Debt and equity securities classified in Level 2 are valued using the following approaches:

- U.S. Treasuries, U.S. Agencies, and Commercial Paper: quoted prices for identical securities in markets that are not active;
- Repurchase Agreements, Negotiable Certificates of Deposit, and Collateralized Debt Obligations: matrix pricing based on the securities' relationship to benchmark quoted prices;
- Money Market, Bond, and Equity Mutual Funds: published fair value per share (unit) for each fund.

Debt securities, namely mortgage backed securities classified in Level 3 are valued using an appraisal service.

The Investment Pool represents investments in COLOTRUST and C-SAFE. The fair value of the pool is determined by the pool's share price. The Town has no regulatory oversight for the pool.

**Town of Blue River, Colorado**  
**Notes to the Financial Statements**  
**December 31, 2023**  
(continued)

**IV. Detailed Notes on All Funds (continued)**

**A. Deposits and Investments (continued)**

The Town had the following cash and investments with the following maturities:

	<b>Standard &amp; Poors rating</b>	<b>Carrying amounts</b>	<b>Maturities</b>	
			<b>Less than one year</b>	<b>More than one year</b>
<b>Deposits:</b>				
Petty cash	Not rated	250	250	-
Checking	Not rated	856,690	856,690	-
Savings	Not rated	1,404,609	1,404,609	-
<b>Total deposits</b>		2,261,549	2,261,549	-
<b>Investments:</b>				
Certificates of deposit	Not rated	211,534	211,534	-
Investment pools	AAAm	3,234,181	3,234,181	-
<b>Total investments</b>		3,445,715	3,445,715	-
<b>Total cash and investments</b>		5,707,264	5,707,264	-

*Interest Rate Risk* - As a means of limiting its exposure to interest rate risk, the Town coordinates its investment maturities closely to match cash flow needs and restricts the maximum investment term to less than five years from the purchase date.

*Credit Risk* - Colorado statutes specify instruments in which local governments may invest. The Town's general investment policy is to apply the prudent-person rule; Investments are made as a prudent person would be expected to act, with discretion and intelligence, to seek reasonable income, preserve capital, and, in general, avoid speculative investments.

*Concentration of Credit Risk.* The Town diversifies its investments by security type and institution. Financial institutions holding Town funds must provide the Town a copy of the certificate from the Banking Authority that states that the institution is an eligible public depository.

**B. Receivables**

Receivables as of year-end for the Town's funds, including applicable allowances for uncollectible accounts, are as follows:

Receivables:	
Property tax	818,682
Accounts	178,267
Gross receivables	996,949
Less: allowance for uncollectibles	-
Net receivables	996,949

**Town of Blue River, Colorado**  
**Notes to the Financial Statements**  
**December 31, 2023**  
**(continued)**

**IV. Detailed Notes on All Funds (continued)**

**C. Capital Assets**

Capital asset activity for the year ended December 31, 2023 was as follows:

	<b>Beginning Balance</b>	<b>Increases</b>	<b>Decreases</b>	<b>Ending Balance</b>
<b>Governmental activities:</b>				
Capital assets, not being depreciated:				
Land	231,135	-	-	231,135
Total capital assets, not being depreciated	231,135	-	-	231,135
Capital assets, being depreciated and amortized:				
Infrastructure	2,369,556	62,720	-	2,432,276
Buildings and improvements	1,189,337	-	-	1,189,337
Park improvements	44,882	-	-	44,882
Leased assets	16,011	-	-	16,011
Furniture, vehicles and equipment	307,245	50,643	-	357,888
Total capital assets, being depreciated and amortized	3,927,031	113,363	-	4,040,394
Less accumulated depreciation and amortization for:				
Infrastructure	(474,002)	(52,100)	-	(526,102)
Buildings and improvements	(246,416)	(29,733)	-	(276,149)
Park improvements	(25,808)	(2,244)	-	(28,052)
Leased assets	(1,601)	(1,601)	-	(3,202)
Furniture, vehicles and equipment	(247,712)	(25,462)	-	(273,174)
Total accumulated depreciation and amortization	(995,539)	(111,140)	-	(1,106,679)
Total capital assets, being depreciated and amortized, net	2,931,492	2,223	-	2,933,715
<b>Governmental activities capital assets, net</b>	<b>3,162,627</b>	<b>2,223</b>	<b>-</b>	<b>3,164,850</b>

The Town had capital outlay expenditures and depreciation expense for 2023 as follows:

	<b>Depreciation &amp; Amortization Expense</b>	<b>Capital Outlay</b>
<b>Governmental activities:</b>		
General government	45,464	44,643
Public safety	13,576	6,000
Public works	52,100	62,720
<b>Total</b>	<b>111,140</b>	<b>113,363</b>

**Town of Blue River, Colorado**  
**Notes to the Financial Statements**  
**December 31, 2023**  
(continued)

**IV. Detailed Notes on All Funds (continued)**

**D. Long-term Liabilities**

**1. Finance purchase**

In 2022, the Town entered into a five-year lease agreement for a copier in the amount of \$16,011, bearing interest at 4%. Lease payments of \$295 are due monthly beginning January 2023. The copier has a five-year estimated useful life.

Future lease payments for the Town are as follows:

	<b>Lease Payable</b>		
	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2024	3,072	465	3,537
2025	3,197	340	3,537
2026	3,327	210	3,537
2027	3,464	75	3,539
<b>Total</b>	13,060	1,090	14,150

Interest expense, as functionally allocated, for the year ended December 31, 2023 is:

	<b>Interest Expense</b>
Governmental activities:	
General government	585
<b>Total</b>	585

The net book value of the assets acquired through a lease is computed as follows at December 31, 2023:

Copier	16,011
Less: accumulated depreciation	(3,202)
	12,809

**Town of Blue River, Colorado**  
**Notes to the Financial Statements**  
**December 31, 2023**  
**(continued)**

**IV. Detailed Notes on All Funds (continued)**

**D. Long-term Liabilities (continued)**

**2. Accrued Compensated Absences**

Town employees accumulate paid time off (“PTO”) based upon their length of employment. All employees are encouraged to use their PTO within the year it is earned. Unused accumulated PTO is payable to employees upon termination, subject to certain maximum limits. Therefore, a liability for unused paid time off is shown on the Town’s government-wide financial statements.

**3. Changes in Long-term Liabilities**

Long-term liability activity for the year ended December 31, 2023, was as follows:

	<b>Beginning Balance</b>	<b>Additions</b>	<b>Reductions</b>	<b>Ending Balance</b>	<b>Due Within One Year</b>
<b>Governmental Activities:</b>					
Accrued compensated absences	16,514	30,244	(16,514)	30,244	30,244
Leased copier	16,011	-	(2,951)	13,060	3,073
<b>Total governmental activities long-term liabilities</b>	<b>32,525</b>	<b>30,244</b>	<b>(19,465)</b>	<b>43,304</b>	<b>33,317</b>

These liabilities are generally liquidated by the General Fund.

**V. Other Information**

**A. Retirement Plan – Deferred Compensation Plan – 457(b)**

The Town participates in the CRA retirement plan created in accordance with Internal Revenue Code Section 457(b) (the “457(b) Plan”), which is a deferred compensation plan. The plan permits employees to defer a portion of their salary until future years. All contributions to the 457(b) Plan and all income attributable to those amounts are to be held in a trust for the exclusive benefit of the plan participants and their beneficiaries. Plan investment purchases are determined by the plan participants and therefore, the plan’s investment concentration varies between participants. The Town has no liability for losses under the plan but does have the duty of due care that would be required of an ordinary prudent investor. The Town is neither the trustee nor the administrator for the plan. The seven-member governing board of the CRA makes all necessary rules and is responsible for the administration of the funds in the 457(b) Plan. Benefits payable at retirement, death, termination, or other unforeseen circumstances are based on the accumulated account balance of each employee.

During the year ended December 31, 2023, there was \$8,333 in benefits deferred at the request of the plan participants and remitted to the trustee on their behalf.

**Town of Blue River, Colorado**  
**Notes to the Financial Statements**  
**December 31, 2023**  
**(continued)**

**V. Other Information (continued)**

**B. Risk Management**

**1. Colorado Intergovernmental Risk Sharing Agency**

The Town is exposed to various risks of loss related to workers compensation, general liability, unemployment, torts, theft of, damage to, and destruction of assets, and errors and omissions. To address such risks, the Town is a participant in a public entity risk pool administered by the Colorado Intergovernmental Risk Sharing Agency (CIRSA).

CIRSA's operations are funded by contributions from member governments. Coverage is provided in the amount of \$500,000 per claim or occurrence for property, \$100,000 per claim/annual aggregate public relations and security breach, \$1,000,000 per claim or occurrence for liability, \$1,000,000 for public officials' liability, \$500,000 each claim/annual aggregate security and privacy liability, and \$150,000 per claim or occurrence for crime. CIRSA has also acquired additional excess coverage from outside sources.

While the Town may be liable for any losses in excess of this coverage, the Town does not anticipate such losses at December 31, 2023. The deductible amount paid by the Town for each incident in 2023 was \$1,000. All settlements for the year-ended December 31, 2023 were under the maximum coverage allowed.

Surpluses or deficits realized by CIRSA for any given year are subject to change for such reasons as interest earnings on invested amounts for those years and funds, re-estimation of losses for those years and funds, and credits or distributions from surplus for those years and funds.

CIRSA's combined financial information for the year ended December 31, 2023, is summarized as follows:

<b>Assets:</b>	
Cash and investments	33,093,922
Other assets	61,754,533
<b>Total Assets</b>	<b>94,848,455</b>
<b>Total liabilities</b>	<b>60,691,640</b>
<b>Net position</b>	<b>34,156,815</b>
Total Revenues	40,263,260
Total Expenses	(50,305,247)
<b>Change in Net Position</b>	<b>(10,041,987)</b>

A copy of CIRSA's audit report can be obtained by writing to CIRSA, 3665 Cherry Creek North Drive, Denver, CO 80209, or by calling (800)-228-7136.

**Town of Blue River, Colorado**  
**Notes to the Financial Statements**  
**December 31, 2023**  
**(continued)**

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**V. Other Information (continued)**

**B. Risk Management (continued)**

**2. Workers' Compensation**

The Town is exposed to various risks of loss related to workers' compensation. The Town has acquired commercial coverage for this risk and any settled claims are not expected to exceed the commercial insurance coverage. There is no change in coverage from past years, and settlements have not exceeded coverage for each of the past three fiscal years.

**C. Commitments and Contingencies**

During the normal course of business, the Town may incur claims and other assertions against it from various agencies and individuals. Management of the Town and their legal representatives are not aware of any claims or assertions that would affect the fairness of the presentation of the financial statements at December 31, 2023.

**REQUIRED SUPPLEMENTARY INFORMATION**



**Town of Blue River**  
**Schedule of Revenues, Expenditures and Changes in Fund Balance**  
**Budget and Actual - General Fund**  
**For the Year Ended December 31, 2023**

	<u>Original and Final Budget</u>	<u>Actual</u>	<u>Final Budget Variance Positive (Negative)</u>
<b>Revenues:</b>			
<b>Taxes:</b>			
General property taxes	682,626	683,053	427
Specific ownership taxes	25,000	34,022	9,022
General sales taxes	780,000	1,099,846	319,846
Selective use taxes:			
Lodging taxes	320,000	372,100	52,100
Cigarette taxes	1,000	1,670	670
Franchise taxes	60,000	88,102	28,102
Interest on delinquent taxes	1,000	1,086	86
<b>Total - Taxes</b>	<u>1,869,626</u>	<u>2,279,879</u>	<u>410,253</u>
<b>Intergovernmental:</b>			
Road and bridge mill levy	22,000	22,876	876
Motor vehicle license fees	7,500	12,368	4,868
Highway users taxes	46,940	48,136	1,196
Grants, other	10,000	8,594	(1,406)
<b>Total - Intergovernmental</b>	<u>86,440</u>	<u>91,974</u>	<u>5,534</u>
<b>Licenses and permits:</b>			
Building permits	60,000	130,348	70,348
Business and lodging tax licenses	73,000	82,805	9,805
<b>Total - Licenses and permits</b>	<u>133,000</u>	<u>213,153</u>	<u>80,153</u>
<b>Charges for services:</b>			
Defensible space income from homeowners	85,000	65,126	(19,874)
<b>Total - charges for services</b>	<u>85,000</u>	<u>65,126</u>	<u>(19,874)</u>
<b>Fines and fees:</b>			
Building department fees	300	100	(200)
Municipal court fees and fines	26,650	25,418	(1,232)
<b>Total - Fines and fees</b>	<u>26,950</u>	<u>25,518</u>	<u>(1,432)</u>
<b>Miscellaneous revenues:</b>			
Interest	3,000	156,222	153,222
Other	63,000	9,745	(53,255)
<b>Total - Miscellaneous revenues</b>	<u>66,000</u>	<u>165,967</u>	<u>99,967</u>
<b>Total Revenues</b>	<u>2,267,016</u>	<u>2,841,617</u>	<u>574,601</u>

**Town of Blue River**  
**Schedule of Revenues, Expenditures and Changes in Fund Balance**  
**Budget and Actual - General Fund**  
**For the Year Ended December 31, 2023**  
**(continued)**

	Original and Final Budget	Actual	Final Budget Variance Positive (Negative)
<b>Expenditures:</b>			
<b>General government:</b>			
Personnel expenses	364,751	470,041	(105,290)
Professional services	93,000	60,447	32,553
Technology	95,000	167,590	(72,590)
Utilities	29,500	26,789	2,711
Supplies, postage and printing	11,050	9,967	1,083
Insurance	30,000	31,654	(1,654)
Treasurer's fees	16,500	13,569	2,931
Charitable contributions and scholarships	48,000	16,049	31,951
Meetings, trainings and travel	21,000	13,599	7,401
Repairs & maintenance	21,550	20,714	836
Elections	-	1,124	(1,124)
Miscellaneous expense	18,176	23,184	(5,008)
<b>Total - General government</b>	<u>748,527</u>	<u>854,727</u>	<u>(106,200)</u>
<b>Judicial:</b>			
Personnel expenses	16,100	16,100	-
Miscellaneous expense	500	287	213
<b>Total - Judicial</b>	<u>16,600</u>	<u>16,387</u>	<u>213</u>
<b>Planning and zoning:</b>			
Personnel expenses	8,400	8,400	-
Professional services	-	806	(806)
<b>Total - Planning and zoning</b>	<u>8,400</u>	<u>9,206</u>	<u>(806)</u>
<b>Public safety:</b>			
Personnel expenses	289,600	222,089	67,511
Supplies and fuel	25,000	14,893	10,107
Repairs & maintenance	13,000	18,611	(5,611)
Communication	22,000	28,839	(6,839)
Miscellaneous expense	28,700	9,808	18,892
General administrative expense	8,000	-	8,000
<b>Total - Public safety</b>	<u>386,300</u>	<u>294,240</u>	<u>92,060</u>
<b>Public works:</b>			
Utilities	1,500	1,886	(386)
Snow removal	233,852	263,360	(29,508)
Street maintenance	170,000	217,907	(47,907)
Miscellaneous expense	55,300	15,258	40,042
Defensible space expense	85,000	55,358	29,642
Professional services	45,000	87,639	(42,639)
Repairs & maintenance	3,000	105	2,895
Park maintenance	1,000	2,930	(1,930)
Capital outlay	-	64,320	(64,320)
<b>Total - Public works</b>	<u>594,652</u>	<u>708,763</u>	<u>(114,111)</u>
<b>Total Expenditures</b>	<u>1,754,479</u>	<u>1,883,323</u>	<u>(128,844)</u>
<b>Net Change in Fund Balance</b>	512,537	958,294	703,445
<b>Fund Balance - Beginning</b>	<u>5,664,677</u>	<u>4,668,330</u>	<u>(996,347)</u>
<b>Fund Balance - Ending</b>	<u>6,177,214</u>	<u>5,626,624</u>	<u>(292,902)</u>

**Town of Blue River**  
**Schedule of Revenues, Expenditures and Changes in Fund Balance**  
**Budget and Actual - Conservation Trust Fund**  
**For the Year Ended December 31, 2023**

	<u>Original and Final Budget</u>	<u>Actual</u>	<u>Final Budget Variance Positive (Negative)</u>
<b>Revenues:</b>			
Intergovernmental: State lottery revenue	8,510	12,135	3,625
Interest	-	6,051	6,051
<b>Total Revenues</b>	<u>8,510</u>	<u>18,186</u>	<u>9,676</u>
<b>Expenditures:</b>			
Capital improvements	-	-	-
<b>Total Expenditures</b>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Excess (Deficiency) of Revenues Over Expenditures</b>	<u>8,510</u>	<u>18,186</u>	<u>9,676</u>
<b>Fund Balance - Beginning</b>	<u>118,552</u>	<u>125,152</u>	<u>6,600</u>
<b>Fund Balance - Ending</b>	<u><u>127,062</u></u>	<u><u>143,338</u></u>	<u><u>16,276</u></u>

**SUPPLEMENTARY INFORMATION**

The public report burden for this information collection is estimated to average 380 hours annually.

OMB No. 2125-0032

<b>LOCAL HIGHWAY FINANCE REPORT</b>		STATE: <b>COLORADO</b>
		YEAR ENDING (mm/yy): 12/23
This Information From The Records Of:	Town of Blue River	Prepared By: Michelle Eddy

**I. DISPOSITION OF HIGHWAY-USER REVENUES AVAILABLE FOR LOCAL GOVERNMENT EXPENDITURE**

ITEM	A. Local Motor-Fuel Taxes	B. Local Motor-Vehicle Taxes	C. Receipts from State Highway-User Taxes	D. Receipts from Federal Highway Administration
1. Total receipts available				
2. Minus amount used for collection expenses				
3. Minus amount used for nonhighway purposes				
4. Minus amount used for mass transit				
5. Remainder used for highway purposes				

**II. RECEIPTS FOR ROAD AND STREET PURPOSES****III. EXPENDITURES FOR ROAD AND STREET PURPOSES**

ITEM	AMOUNT	ITEM	AMOUNT
<b>A. Receipts from local sources:</b>		<b>A. Local highway expenditures:</b>	
1. Local highway-user taxes		1. Capital outlay (from page 2)	\$ 62,719.59
a. Motor Fuel (from Item I.A.5.)		2. Maintenance:	\$ 205,833.21
b. Motor Vehicle (from Item I.B.5.)		3. Road and street services:	
c. Total (a.+b.)		a. Traffic control operations	\$ -
2. General fund appropriations		b. Snow and ice removal	\$ 263,360.00
3. Other local imposts (from page 2)	\$ 271,094.42	c. Other	
4. Miscellaneous local receipts (from page 2)	\$ 162,137.41	d. Total (a. through c.)	\$ 263,360.00
5. Transfers from toll facilities		4. General administration & miscellaneous	
6. Proceeds of sale of bonds and notes:		5. Highway law enforcement and safety	
a. Bonds - Original Issues		6. Total (1 through 5)	\$ 531,912.80
b. Bonds - Refunding Issues		<b>B. Debt service on local obligations:</b>	
c. Notes		1. Bonds:	
d. Total (a. + b. + c.)	\$ -	a. Interest	
7. Total (1 through 6)	\$ 433,231.83	b. Redemption	
<b>B. Private Contributions</b>		c. Total (a. + b.)	\$ -
<b>C. Receipts from State government</b> (from page 2)	\$ 55,539.68	2. Notes:	
<b>D. Receipts from Federal Government</b> (from page 2)	\$ -	a. Interest	
<b>E. Total receipts (A.7 + B + C + D)</b>	\$ 488,771.51	b. Redemption	
		c. Total (a. + b.)	\$ -
		3. Total (1.c + 2.c)	\$ -
		<b>C. Payments to State for highways</b>	
		<b>D. Payments to toll facilities</b>	
		<b>E. Total expenditures (A.6 + B.3 + C + D)</b>	\$ 531,912.80

**IV. LOCAL HIGHWAY DEBT STATUS***(Show all entries at par)*

	Opening Debt	Amount Issued	Redemptions	Closing Debt
<b>A. Bonds (Total)</b>				\$ -
1. Bonds (Refunding Portion)				\$ -
<b>B. Notes (Total)</b>				\$ -

**V. LOCAL ROAD AND STREET FUND BALANCE (RECEIPTS AND DISBURSEMENTS ONLY)**

	A. Beginning Balance	B. Total Receipts	C. Total Disbursements	D. Ending Balance	E. Reconciliation
	\$ 1,391.00	\$ 488,771.51	\$ 531,912.80	\$ (41,750.29)	\$ -

Notes and Comments:

**LOCAL HIGHWAY FINANCE REPORT**

STATE:  
**COLORADO**  
 YEAR ENDING (mm/yy):  
**12/23**

**II. RECEIPTS FOR ROAD AND STREET PURPOSES - DETAIL**

ITEM	AMOUNT	ITEM	AMOUNT
<b>A.3. Other local imposts:</b>		<b>A.4. Miscellaneous local receipts:</b>	
a. Property Taxes and Assessments	\$ 237,072.85	a. Interest on investments	\$ 138,693.21
b. Other local imposts:		b. Traffic Fines & Penalties	\$ 23,145.45
1. Sales Taxes		c. Parking Garage Fees	
2. Infrastructure & Impact Fees		d. Parking Meter Fees	
3. Liens		e. Sale of Surplus Property	
4. Licenses		f. Charges for Services	\$ 298.75
5. Specific Ownership &/or Other	\$ 34,021.57	g. Other Misc. Receipts	
6. Total (1. through 5.)	\$ 34,021.57	h. Other	
c. Total (a. + b.)	\$ 271,094.42	i. Total (a. through h.)	\$ 162,137.41
<i>(Carry forward to page 1)</i>		<i>(Carry forward to page 1)</i>	

ITEM	AMOUNT	ITEM	AMOUNT
<b>C. Receipts from State Government</b>		<b>D. Receipts from Federal Government</b>	
1. Highway-user taxes (from Item I.C.5.)	\$ 43,892.37	1. FHWA (from Item I.D.5.)	
2. State general funds		2. Other Federal agencies:	
3. Other State funds:		a. Forest Service	
a. State bond proceeds		b. FEMA	
b. Project Match		c. HUD	
c. Motor Vehicle Registrations	\$ 11,647.31	d. Federal Transit Administration	
d. DOLA Grant		e. U.S. Corps of Engineers	
e. Other		f. Other Federal ARPA	
f. Total (a. through e.)	\$ 11,647.31	g. Total (a. through f.)	\$ -
4. Total (1. + 2. + 3.f)	\$ 55,539.68	3. Total (1. + 2.g)	\$ -
<i>(Carry forward to page 1)</i>		<i>(Carry forward to page 1)</i>	

**III. EXPENDITURES FOR ROAD AND STREET PURPOSES - DETAIL**

	ON NATIONAL HIGHWAY SYSTEM (a)	OFF NATIONAL HIGHWAY SYSTEM (b)	TOTAL (c)
<b>A.1. Capital outlay:</b>			
a. Right-Of-Way Costs			\$ -
b. Engineering Costs		\$ 62,719.59	\$ 62,719.59
c. Construction:			
(1). New Facilities			\$ -
(2). Capacity Improvements			\$ -
(3). System Preservation			\$ -
(4). System Enhancement And Operation			\$ -
(5). Total Construction (1)+(2)+(3)+(4)	\$ -	\$ -	\$ -
d. Total Capital Outlay (Lines 1.a. + 1.b. + 1.c.4)	\$ -	\$ 62,719.59	\$ 62,719.59
<i>(Carry forward to page 1)</i>			

Notes and Comments:

AGREEMENT  
FOR WINTER SNOW REMOVAL AND ROAD MAINTENANCE  
ANNUALLY RENEWAL CONTRACT

THIS AGREEMENT (“Agreement”) may be annually renewed by mutual written consent of the parties for any “Snow Year” which shall mean a six (6) consecutive month period commencing a 12:00 a.m. on November 1 of the designated Snow Year and terminating at 11:59 p.m. on April 30 of the following year. For example, the “2024-2025 Snow Year” commences at 12:00 a.m. on November 1, 2024 and terminates at 11:59 p.m. on April 30, 2025.

DESIGNATED SNOW YEAR: 2024-2025

This agreement is and entered into \_\_\_\_ day of \_\_\_\_\_ 2024, of the Snow Year by and between the **TOWN OF BLUE RIVER**, a Colorado municipal corporation, whose address is P.O. Box 1784, Breckenridge, Colorado 80424 (hereinafter referred to as the “Town”), and Highland Galloway whose address is P.O. Box 1646, Gypsum, Colorado 81637 (hereinafter referred to as the “Contractor”).

**WITNESSETH:**

**WHEREAS**, the Town seeks to retain the services of a Contractor for the purpose of snow removal and sanding of the roads within the Town during the winter months; and

**WHEREAS**, the Contractor submitted to the Town a proposal for performance of winter and spring snow removal within the Town; and

**WHEREAS**, the Town has accepted Contractor’s proposal for winter and spring snow removal; and

**WHEREAS**, the Town and Contractor desire to enter into an agreement setting forth the terms and conditions of their agreement with respect to winter snow removal within the Town;

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, the Town and the Contractor agree as follows:

- A. **Term.** The term of this Agreement shall be six (6) months, commencing at 12:00 a.m. on November 1, of the designated Snow Year and terminating at 11:59 p.m. on April 30, of the following year.
- B. **Contractor’s Obligations for Winter and Spring Snow Removal.**
  - 1. **General.** The Contractor agrees to remove snow from all roads and streets within the Town, and to apply sand as indicated herein, the boundaries of which are identified on the list attached here to as Exhibit “A”, and incorporated here by reference, during the winter and spring which, for the purposed of this Agreement, commences on November 1, of the Snow Year and concludes on April 30, of the following year. The Contractor should be aware that Exhibit “A” might not accurately identify all roads within the Town. The Contractor shall become familiar with all roads and streets within the Town prior to winter and spring and shall be responsible for maintenance thereof.

For purposes of this Agreement, to “remove snow” or “plow, “plowed,” or “plowing” shall mean that the Contractor uses vehicles and equipment specifically designed for the purpose of snow and ice removal and that the road is made reasonably passable for the common passenger vehicle.

2. **Additional Roads or Abandoned Roads**. In the event roads within the Town are abandoned or new roads are constructed within the Town, the Town shall notify Contractor in writing and any addition or reduction in costs for snowplowing and maintenance will be determined on a linear distance pro rata basis, or as otherwise agreed upon by both parties prior to each deletion and/or addition.
3. **Plowing Scheduling**. Under the terms of this Agreement it is the responsibility of the Contractor to ensure that all identified and known roads are completely plowed to the full extent of the roadways each and every day that plowing is required. During the designated Snow Year, plowing shall be required each and every time snow, or any additional snow, has accumulated to a total depth of four inches (4”) from the previous plowing. It is understood that no more than one (1) plowing per 24-hour day (12:00 a.m.-11:59 p.m.) will be required. That one (1) plowing shall be considered a normal maintenance plowing. Additional plowing requested by the Town Manager, or her designee, shall be considered an extra plowing. Extra plowings will be compensated at the rate stated in the Bid Schedule attached hereto as Exhibit “B” and incorporated herein by reference and shall be paid to the Contractor in accordance with this Agreement.
4. **Road Blockage**. In the event of a partial or complete blockage of roads within the Town including, but not limited to, by avalanche, snow slide, drifting snow, fallen trees, rocks or other debris, Contractor will clear such blockage upon notification by the Town Manager, or her designee. Additional compensation of for each incident shall be at the rate stated in the Bid Schedule attached hereto as Exhibit “B” and incorporated herein by reference and shall be paid to the Contractor.
5. **Additional Plowing Schedule**. In addition to the foregoing schedule, the Town Manager, or their designee, may require additional plowing as may be necessary. Such additional plowing shall be considered an extra plow and shall be compensated at the rate stated for extra maintenance, all roads or hourly, whichever is less, in the Bid Schedule attached hereto as Exhibit “B” and incorporated herein by reference and shall be paid to the Contractor in accordance with the terms of this Agreement.
6. **Plowing**
  - a) Prior to the establishment of a snowpack on the roads and after breaking up of snowpack and where road gravel is evident in the roadway, the Contractor shall use its best efforts not to remove any of the existing road gravel. However, the Contractor cannot guarantee that some existing road gravel will not be removed during the normal course of plowing.



- b) Need for plowing shall be determined by a **four (4")** inch accumulation of snow evaluated at Town Hall, which site shall not be sheltered by trees nor particularly susceptible to drifting snow. The Contractor shall, in addition to the measurement at Town Hall be responsible for evaluating different areas of town Contractor shall be responsible for daily measurement of snowfall. However, the Town Manager or, in the Manager's absence, the Manager's designee, shall be the final arbitrator as to the determination of snow depth, and the Manager's determination shall be binding in all respects.
- c) Determine the need for plowing shall be made any time between the hours of 1:00 a.m. and 3:00 p.m. MDT. Removal operations shall begin within 1 hour of determination of need for plowing
- d) Failure to commence plowing within 2 hours of when there is a need for plowing as described above shall be considered Failure to Respond.
- e) The Contractor shall use its best efforts to avoid the pushing and piling of snow into or onto residents' driveways in a manner that will prevent a common passenger vehicle from exiting or entering the driveway without additional efforts to remove the accumulation of snow. The Contractor shall also use its best efforts to keep from damaging trees and other property along the roadways and turnarounds.

**7. Snowbanks.**

- a) The Contractor shall maintain, clear, and push back the snowbanks as often and to the extent necessary to keep the roads plowed to the full width of the roadways and turnarounds. Affected driveways shall be cleared at the same time.
- b) Snowbanks at road intersections shall be maintained and cleared to enable full visibility for traffic ingress and egress.
- c) Contractor shall take care to ensure that snow storage areas are selected to avoid damage to trees and other property and to minimize the impact upon Town property owners.

- d) In the event that snowbanks exceed ten feet (10') or snow storage areas become full, Contractor will remove excess snow through the use of dump trucks to be deposited at a pre-determined location approved by the Town. Cost for excess removal listed in the bid schedule Exhibit "B".
- e) No additional compensation shall be paid to contractor for pushbacks. A pushback is the action of relocating and stacking snow by the use of a snowplow blade or other equipment blade, scoop, or bucket inserted or pushed into snow and the lifting or stacking of the snow in order to gain height for improved storage capacity.

## 8. Snowpack.

- a) Any time that the snowpack builds up to more than **six (6) inches**, the Contractor shall remove the build-up by cutting or scraping. The Town Manager or her designee shall determine the need for such removal. Removal operations will be performed only between the hours of 8:00 a.m. and 4:00 p.m. MDT. Effected driveways shall be cleared at the same time. No additional compensation will be paid to Contractor for the clearing of snowpack. Contractor is responsible for identifying and clearing of snowpack as needed. **The contractor is expected to complete two snowpack removals per year.** The first in late January, early February and the second to be determined prior to springs.
- b) If, during spring melt or warm weather, in the reasonable opinion of the Town Manager, or her designee, the accumulation of slush renders any road or any part of a road impassable to normal vehicular traffic, or creates a driving hazard, slush removal operations will be required. Slush removal will be required only during the period that slush removal operations are effective, normally between noon and 4:00 p.m. MDT. No additional compensation will be paid for the clearing of slush.
- c) It shall be mandatory for the snowpack and slush be removed from all Town roads between March 1 and March 15.

## 9. Road Sanding.

- a) Areas to be routinely sanded will be designated by the Town Manager in consultation with the Contractor. For bidding purposes, it can be assumed that approximately 1.5 lane miles of road throughout Town will need to be sanded.
- b) The Contractor shall supply sand spreading equipment and necessary sand to routinely sand certain segments of Town roads.
- c) Areas to be routinely sanded shall be addressed daily on an as-needed basis determined by the Town, during the designated Snow Year, except that it is understood that no more than one sanding per road/day will be required. One sanding per day shall be considered a normal maintenance sanding. Additional sanding shall be considered an extra sanding and

will be compensated at the rate stated in the Bid Schedule attached hereto as Exhibit "B" and incorporated herein by reference and shall be paid to the Contractor in accordance with the terms of this Agreement.

- d) Town Manager or her designee shall determine the need for additional sanding.

10. **Obstruction by Vehicles.** In the event any road is partially or completely obstructed by a parked, stalled or abandoned vehicle, the Contractor shall make every effort to plow around the vehicle without damaging the vehicle. If this effort will create additional hazards, maintenance problems and/or visibility problems, the Contractor shall not be required to plow past the obstruction, provided, however, the Contractor shall notify, first the Town Marshal, and second, if the Town Police Chief cannot be reached, the Town Manager, as soon as possible, but not later than two (2) hours from Contractor's discovery of the situation so that it can be remedied. If the Town requests that the Contractor return to plow areas where vehicles have been moved, the Contractor shall be compensated at the hourly rate set forth on Exhibit "B". Notwithstanding any provision to the contrary, the Town shall not indemnify or hold the Contractor harmless for any Contractor caused damage to vehicles during the performance of the services under this Agreement.

**C. Contractor's Responsibilities.**

- 1. Contractor represents that it is fully experienced, properly qualified, licensed, equipped, organized and financed to perform the work under this Agreement.
- 2. Contractor shall furnish all equipment, supplies, labor and material necessary to carry out the work hereunder, which equipment and manpower is shown as Exhibit "C" attached hereto and incorporated herein by reference.
- 3. Contractor shall ensure that its employees and agents are fully trained in the operation of equipment to be utilized and will provide specific orientation/training with regard to the roads within the Town.
- 4. Contractor shall maintain Worker's Compensation Insurance, as required by law, on each and every employee of Contractor.
- 5. Contractor is responsible for monitoring snow fall and shall commence plowing when snow fall has accumulated to a total depth of four (4") inches from the previous plowing.

**D. Contract Price.**

- 1. **Winter and Spring Road Maintenance.** The Town hereby agrees to pay the Contractor a contracted price of \$283,900 paid in six (6) fixed monthly payments of **Forty-seven thousand-three hundred-sixteen dollars and sixty-seven cents \$47,316.67** for all performance under this Agreement. These six (6) payments represent the total lump sum price for winter

snow removal for the entire designated Snow Year. Contractor is responsible for submitting monthly invoices on or before the 10<sup>th</sup> of each month beginning November 1<sup>st</sup>. The final lump sum payment shall be promptly made on or within a reasonable time on the last day of the designated Snow Year. Invoices are usually paid on the third Tuesday of each month but are paid in accordance with the Town's monthly invoice processing practices. In addition to the base amount agreed upon, a fuel charge of **\$250 per plow** will be assessed based on number of plows conducted in a single month.

2. **Disputes In Performance and Payment.** In the event the Town Manager disputes the services provided hereunder and notifies the Town Board prior to the first of the month, payment to the Contractor shall be delayed until such time that the dispute can be resolved. All payments will be paid for work performed; no amounts will be paid in advance. The lump sum price shall be inclusive of all labor, materials and equipment necessary to perform Contractor's obligations hereunder.
- E. Payment.** The Contractor shall invoice monthly for the pro-rata portion of any lump-sum items due as well as all extra work performed during the month. Invoice shall detail all work performed during the month, whether lump sum or extra. Detail shall include specific work performed, location, time started, time completed as well as the date and name of the individual authorizing any extra work on behalf of the Town. Invoices are due by the 10<sup>th</sup> of each month.
- F. Penalty.** If at any time the Contractor fails to perform his obligations within the time or times set forth herein, then the Contractor shall be penalized an amount as indicated in this Agreement, which shall be withheld from payments to the Contractor until such time as the failure has been corrected. The Contractor may appeal the imposition of any penalty to the discretion of the Board of Trustees.
- G. Assignments.** Contractor shall not assign any of this Agreement, or its rights hereunder, without prior written approval from the Town.
- H. Suspension or Termination for Convenience.** The Town reserves the right to suspend or terminate this Agreement. Notification of such suspension or termination will be made by the Town to the Contractor in writing and may include the whole or any specified part of the Agreement. If this Agreement, or a specified part hereof, is suspended or terminated by the Town, the Contractor will be paid a pro rata portion of the Contract Price, as determined by the Town based upon the part of the Agreement terminated and the percent of the work completed.
- I. Damage to Public or Private Property.**
1. If the Contractor damages public or private property, the Contractor will be responsible for its repair and or replacement within 30 days or within a reasonable time depending upon seasonal conditions.
  2. If the Contractor damages traffic control devices such that they no longer perform their intended function, the Contractor shall immediately notice the Town Manager and Town Police Chief and shall be responsible for all costs of repair. Where repairs involve actions capable of correction within 24 hours, the Contractor shall perform



and reasonable attorneys' fees and costs.

- P. Construction of Language.** The language used in this Agreement, and all parts thereof, shall be construed as a whole according to its plain meaning, and not strictly for or against any party. All parties have equally participated in the preparation of this Agreement.
- Q. Section Headings.** The section or paragraph headings contained within this Agreement are inserted for convenience only and shall not be construed to vary or add to the meaning of the Agreement.
- R. Severability.** If any covenant, term, condition, or provision contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such covenant, term, condition, or provision shall be severed or modified to the extent necessary to make it enforceable, and the resulting Agreement shall remain in full force and effect.
- S. Complete Agreement.** This Agreement embodies the entire agreement between Town and Contractor. Contractor represents that, in entering into this Agreement, it does not rely on any previous oral, written, or implied representation, inducement of understanding of any kind or nature.
- T. Subject to Annual Appropriation.** Consistent with Article X, Sec 20 of the Colorado Constitution, any financial obligation of the Town not performed during the fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

**IN WITNESS WHEREOF**, the parties execute this Contract Agreement on the day and year set forth above.

**TOWN OF BLUE RIVER, COLORADO**

By: \_\_\_\_\_  
**Nick Decicco, Mayor**

ATTEST:

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

**CONTRACTOR:**

\_\_\_\_\_  
By: \_\_\_\_\_

TOWN OF BLUE RIVER

Road Name	Other Comments	Length	Road Name	Other Comments	Length
Starlit Lane		0.225	Blue Rock Drive		0.190
97 Circle		0.653	Rock Springs Road		0.143
Aspen Meadows		0.159	Snowy Court	Dirt only	0.045
Kerrigan Court	No Summer Maintenance	0.060	Lakeshore Loop		0.419
Timber Court	No Summer Maintenance	0.050	Burntwood Lane		0.100
Cooney Court	No Summer Maintenance	0.040	Lakecrest Drive		0.100
Whispering Pines Circle	No Summer Maintenance	1.013	Twilight Trail		0.130
Fire Station	No Summer Maintenance	0.010	Tarn Trail		0.061
Town Hall	No Summer Maintenance	0.020	Trapper Place		0.090
Silverheels Road		0.140	Rivershore Drive	No Maintenance	0.185
Davis Court	No Summer Maintenance	0.359	Wagon Road		0.160
Fredonia Gulch Road	No Maintenance	0.120	Indiana Creek Road	No Summer Maintenance	1.397
Calle De Plata		0.165	Spruce Valley Drive	No Summer Maintenance	1.054
New Eldorado Lane	No Maintenance	0.057	Tarnwood Drive	No Summer Maintenance	0.294
Red Mountain Trail		0.120	Tarnwood Court	No Summer Maintenance	0.031
Sherwood Lane		0.266	Mt. Argentine Road	No Summer Maintenance	0.689
Blue Grouse Trail	Dirt only	0.220	Alpenview Road		0.220
Mountain View Trail		0.531	Crown Drive		0.560
Wilderness Drive		0.540	Gold Nugget Drive		0.380
Backland Court	Dirt only	0.070	Nugget Lane		0.060
Hinterland Trail	Dirt only	0.201	Spruce Creek Drive (CR800)		0.580
Grey Squirrel Lane		0.159	Golden Crown Lane		0.218
Creekside Drive		0.225	Lodestone Trail		0.050
Placer Trail	Dirt only	0.110	County 801	No Maintenance	
Royal Drive		0.230	Bryce Estates Road	Dirt only	0.165
Regal Circle		0.340	Tesemini Lane		0.143
Coronet Drive		0.680	Louise Placer Road		0.108
Bonanza Trail	Dirt only	0.130	Miners Court	Dirt only	0.037
Holly Lane	Dirt only	0.250	Conifer Drive	No Maintenance	0.066
Pennsylvania Creek Trail	Dirt only	0.150	Leap Year Trail		0.130
Blue River Road		0.890	Rio Azul	To Lot 1 Only	0.090
No-name Circle	Dirt only	0.020	Blue River Road Cistern	Clear to allow maintenance And Emergency Use	0.010
Mariposa Place		0.053			
Rustic Terrace #1		0.060			
Rustic Terrace #2		0.020			
				Total Mileage:	16.241

**EXHIBIT "B"**

BID SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
1)	Winter Maintenance (All Roads)	Yr.	Lump-sum	_____
2)	Extra Maintenance Plowing (All Roads)	Ea.	Lump-sum	_____
3)	Extra Maintenance (Hourly)	Ea.	Hour	_____
4)	Sanding (Call-out)	Ea.	Occurrence	_____
5)	Road Blockage (Call-out)	Ea.	Occurrence	_____

EQUIPMENT RATES - CHANGED OR EXTRA WORK

<u>EQUIPMENT DESCRIPTION</u>	<u>HOURLY RATE</u>	<u>DAILY RATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

HOURLY LABOR RATES - CHANGED OR EXTRA WORK

<u>CLASSIFICATION</u>	<u>STRAIGHT TIME</u>	<u>OVERTIME</u>
_____	_____	_____
_____	_____	_____



EQUIPMENT LIST AND MANPOWER FOR USE UNDER CONTRACT (Attach additional pages as necessary)

MANPOWER

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LIST OF EQUIPMENT FOR USE UNDER CONTRACT (OWNED)

Year:      Make:                      Model:                                      Description & Additional Equipment:  
(e.g. # of tire chains, 3<sup>rd</sup> valve,  
Hydraulic Angle Blade, Wing Plow Etc.)

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EQUIPMENT LIST (LEASED) (Attach name and contact information of lien holder)

Year:      Make:                      Model:                                      Description & Additional Equipment:  
(e.g. # of tire chains, 3<sup>rd</sup> valve,  
Hydraulic Angle Blade, Wing Plow Etc.)

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**EXHIBIT "D"**

**WINTER SNOW REMOVAL AND ROAD MAINTENANCE METHODOLOGY**

**NARRATIVE:**

(Please briefly describe below or on attachment methodology for: plowing, snow bank removal, pack removal and road sanding. Please including but not limited to: equipment and manpower to be used, where equipment will be stored, where and when work will commence and general manner in which it will proceed.)

**Exhibit "E"**

The undersigned ("Contractor"), a party to the contract entered into on August \_\_\_\_, 2014 with the Town of Blue River ("Agreement") hereby agrees to comply with the requirements of this Addendum as a requirement of the Agreement.

**Illegal Alien Workers.** Contractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement or contract with a sub-contractor who knowingly employs or contracts with an illegal alien to perform work under the Agreement. Execution of this Addendum by Contractor shall constitute a certification by Contractor that it does not knowingly employ or contract with an illegal alien and that the Contractor has participated or attempted to participate in the Basic Pilot Employment Verification Program administered by the United States Department of Homeland Security, ("Basic Pilot Program") in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States.

1. Contractor shall comply with the following:

(a) Contractor shall confirm or attempt to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the Basic Pilot Program. Contractor shall apply to participate in the Basic Pilot Program every three months until all Contractor requirements under this Agreement are completed or until Contractor is accepted into the Basic Pilot Program, whichever occurs earlier.

(b) Contractor shall not utilize the Basic Pilot Program procedures to independently undertake pre-employment screening of job applicants.

(c) Contractor shall require each subcontractor to certify that subcontractor will not knowingly employ or contract with an illegal alien to perform work under the Agreement. If Contractor obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien the Contractor shall be required to:

i. Notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving notice from the Contractor, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(d) Contractor shall comply with any reasonable request by the Department of Labor and Employment ("Department") made in the course of an investigation by the Department.

2. If Contractor violates any provision of this Addendum, Town may terminate the Agreement immediately and Contractor shall be liable to Town for actual and consequential damages of Town resulting from such termination and Town shall report such violation by Contractor to the Colorado Secretary of State as required by law.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*CONTRACTOR*

BY: \_\_\_\_\_

## Blue River Ambassador Job Description

**Department:** Hybrid Administration/Police Department

**Work Location:** Town Hall, 0110 Whispering Pines Circle, Blue River

**FLSA Status:** Non-exempt

Wage: \$20-\$25/hour

### General Statement of Duties:

- The Blue River Ambassador reports to the Town Manager.
- The Blue River Ambassador will also be under the supervision of the Chief of Police.
- Education on code enforcement techniques and conduct will be provided by the Blue River Police Department.
- Work schedule shall be conducted Monday-Friday, 9 a.m.-5 p.m. on a 40 hour a week basis. Work shall not exceed 40 hours without written approval from the Town Manager.
- Position will be responsible for code compliance for all short-term rentals, as well as general property compliance. In addition, the position will assist with lodging tax remittal tracking, road condition reporting, Goose Pasture Tarn enforcement, Town Park and Town Hall grounds maintenance.
- **Code Compliance**
  - Employee shall provide the Town Manager with a bi-weekly detailed report for Code Compliance activities including number of violations reported, violations found and any actions conducted. It should also be noted if tickets were issued or if violation was resolved.
  - Make recommendations pertaining to Code Compliance issues.
  - Check residency requirements/permits at the Goose Pasture Tarn.
  - Receive and respond to all code violation complaints.
  - Conduct periodic reviews of subdivisions noting any property violations
  - Issue violation warnings or tickets as necessary.
  - Keep detailed records of complaints with a follow-up schedule
  - Communicate with residents on status of complaints and actions taken.
  - Attend municipal court as needed for code violation citations.
- **Road Liaison**
  - Communicate any road issues or needs to Town Manager and contractors.
  - Identify maintenance or snow removal needs.
  - Identify signage needs or replacements.
- **Short-term Rental Compliance**
  - Receive and address all code complaints received for short-term rentals.
  - Track and evaluate online advertisements for compliance.
  - Assist the Town Manager with the tracking of tax remittals and reports.
- **Town Park & Town Hall Grounds Maintenance**
  - Complete monthly Town Park Inspections and remit to the Deputy Town Clerk.
  - Provide periodic weed and trash clean up of Town Park, Goose Pasture Tarn and Town Hall.

**Vehicle Use**

Employee will use the vehicle provided for use solely in connection with the performance of their duties hereunder. Under no circumstances should vehicle be used for personal use to and from their place of residence or for personal breaks or errands. Expenses incidental to the performance of this agreement shall be at the option of the Town.

**Conduct of Employee**

- Employee is expected to conduct themselves in a manner which is a favorable reflection of the Town and which demonstrates professionalism, courtesy and good judgment.
- Employee shall avoid any action which might result in, or create, the impression of, using public office for private gain, giving preferential treatment to any person, company, organization; or losing impartiality in conducting Town of Blue River business.
- Employee is prohibited from soliciting or accepting any gift, gratuity, favor, entertainment, loan or other item of significant monetary value from any person who has, or is seeking to obtain, Town business or whose interests may be affected by the Employee’s performance of official duties when the intent thereof is to influence the Employee’s official decisions.
- Employee specifically agrees not to engage in activities which would be in violation of Section 18-8-301, et seq., Colorado Revised Statutes, and will immediately report to the mayor any attempts to provide pecuniary benefits in violation of said statute.



*Town of Blue River, State of Colorado*

## ***Proclamation***

***WHEREAS***, Ted Pilling moved to Blue River in 2006, and resided in Timber Creek Estates; and

***WHEREAS***, Ted served for seven years on the Board of Trustees, from 2017 to 2024; and

***WHEREAS***, he also served on the Planning and Zoning Commission 2016-2017 and on the Board of Trustees Finance Committee 2018-2024; and

***WHEREAS***, his life of service to the community ended on August 5, 2024;

***NOW, THEREFORE***, the Board of Trustees of the Town of Blue River, on behalf of the residents of the Town, recognizes the exemplary service that Ted Pilling has provided to his community, extends our condolences to her family and thanks them for sharing Ted with us.

*Let this Proclamation be entered into the official records of the Town*

***ATTEST:***

\_\_\_\_\_  
*Nicholas Decicco, Mayor*

\_\_\_\_\_  
*Michelle Eddy, Town Clerk*



**Blue River Staff Report**  
August 2024

Town of Blue River 0110 Whispering Pines Circle Blue River, CO 80424	970-547-0545 michelle@townofblueriver.org <a href="https://townofblueriver.colorado.gov">https://townofblueriver.colorado.gov</a>
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**Trustee Pilling**

- Trustee Pilling passed away on August 5<sup>th</sup>. A memorial page has been created and a link is available on the home page of the Town website. In lieu of flowers, donations are being collected for two charities: <https://everloved.com/life-of/edmund-pilling/>

**Weed & Seed Program**

- For the fourth year in a row, the Town of Blue River will be hosting the Weed & Seed Program. The program is designed to encourage residents to pull and address the various noxious weeds throughout the area. Weeds may be brought to Town Hall and as a thank you, residents may take a seed of wildflower seeds. Weed mitigation is a never-ending effort but it hoped with enough work, the number of noxious weeds will be reduced and the Town filled with beautiful wildflowers.
- To date two dumpster loads of weeds have been collected.

**Wildfire Projects**

- Right-of-Way Mitigation
  - After outreach to residents within the Phase 1 area, 14 homes have agreed to right-of-way fire mitigation in front of their homes. Red, White and Blue Fire are working to identify trees at those properties and once final approval is received from the residents, Beetle Kill Tree Guys and TSH will conduct the mitigation.
  - A date is being set for slash chipping and will be announced soon.
- Blue River East Fire Mitigation
  - A presentation will be conducted on Wednesday, August 21<sup>st</sup> 4-6 p.m. at Town Hall and via Zoom on the project. The presentation is being conducted by representatives from the Colorado State Forest Service and the US Forest Service.
- The Wildfire Council is conducting another tour on August 21<sup>st</sup> 4:00 p.m. of the Rainbow Lake area.

**Events**

- The Town of Blue River turns 60 on August 26<sup>th</sup>. A Town Celebration is being planned by the Citizen Advisory Committee for Thursday, September 12<sup>th</sup>, 5-7 p.m. at Theobald Park. A food truck and treats/beverages will be provided. More information to come.

**Clyde Lode**

- The Town officially closed on the purchase of three acres in the Clyde Lode Subdivision on July 30<sup>th</sup>. Meetings are ongoing with Breckenridge and Summit County. Plans are being

developed to determine what work is needed. Additional easements are being sought for the trail connection.

**Roads**

- The contractor will be back in September for touch up work, culvert clearing and additional work on Wagon Road.

**Website/Document Accessibility Progress**

- In accordance with State Law, work continues to bring the Town website and documents into compliance. At this time there are 14 critical/serious issues to be resolved and 19 warning issues to be resolved.



**Code Violations logged into Citizen Serve YTD for 2024: 20**

- Advertising Violations: 15
- Dog Violation: 1
- Snow Removal Violation: 1
- Construction Site: 1
- Trash: 2

**Code Complaint Calls to Dispatch  
July Total Code Calls-11**

<b>Complaint</b>	<b>Subdivision</b>	<b>Action</b>
Campfire-2 calls	Crown	No Violation Found
	New Eldorado	Ticket Issued
Noise-1 call	Crown	Warning & Education
Parking-7 calls	Timber Creek Estates- 2 complaints	Warning & Education
	Hwy 9-2 complaints	Warning & Education
	New Eldorado	Warning & Education
	Royal Subdivision	Warning & Education
	96 Subdivision	Warning & Education

### **Town Statistics**

Facebook Page Likes  
Town-1,300  
Police Department-923  
Instagram-1,265 followers  
Twitter (X)-83 followers  
Threads-186  
Residents on Email List-1,016  
Blue River News-1,197  
TextMyGov-143

**Business Licenses-268**

**Lodging Registrations-224**

### **Municipal Court August**

Total tickets written for July Court: 14  
Total on the August Docket: 4  
Total August Failure to appear(s): 0  
Total August OJW(s): 0

### **Building Statistics**

**July 2024**

**Permits Issued: 30**

**YTD: 110**

**Inspections: 88**

**New Construction 2024: 2**

**Certificates of Occupancy New**

**Construction 2024:1**

### **Tarn Permits**

**YTD July 31, 2024**

**Resident Permits: 195**

**Boat Permits: 193**



## End of Month Report: July 2024

### Calls for Service

Total number of a calls: 282+

Top 10 calls as follows:

Traffic Stops	106
Area Patrols	76
Motorist Assists	23
Other Agency Backup	6
Road Hazard	5
Alarms	5
Extra Watch Request	5
Medicals	4
Suspicious Person/Vehicle	4
Motor Vehicle Accidents	4

**Summary:** July has been the highest number of calls for service this year. There was a significant increase with activity on Hwy. 9.

Arrests: 4  
 Motor Vehicle Crash: 4  
 DUI: 3

### Current Administrative Focus

- Budget – The Department is currently evaluating budgetary outlook for 2025 fiscal year.
- Public Safety – The Department will be conducting more High Visibility Enforcement (DUI enforcement) in response to an increase in motor vehicle accidents and DUIs. A recent MVA/DUI almost resulted in a possible fatality with a near miss of two head on crashes in the same incident.

Report prepared by:  
Chief, David Close

### Financial Summary Report

Prepared by: Michelle Eddy, Town Manager

Month Ending July 31, 2024

#### Revenues/Expenditures:

Revenues are ahead of budget for the by 19.72%. Sales tax, lodging tax, building and franchise fees are all tracking ahead of budget. Expenses are tracking below budget by 7.87%.

#### Reserve Accounts \*As of 7/31/24

Unrestricted

Reserve accounts Alpine Bank:	\$1,447,883.85
CD's Citywide Bank:	\$211,498.41
Colorado Trust Assigned to Capital:	\$3,506,540.80
Colorado Trust Assigned to Broadband:	\$210,103.47
CSAFE:	\$100.00
Illiquid Trust Funds:	\$1,187.42
<b>Total Unrestricted</b>	<b>\$5,377,313.95</b>

Restricted

American Rescue Plan Funds:	\$194,616.40
Conservation Trust:	\$153,603.33
<b>Total Reserves Restricted</b>	<b>\$348,219.73</b>

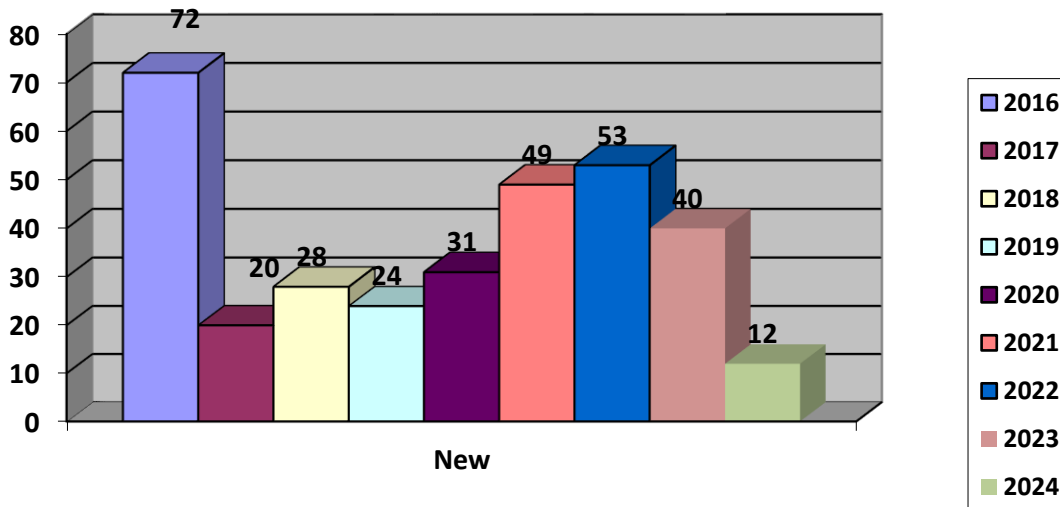


# Town of Blue River

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

## Statistics

Total Active Licenses as of 7/31/2024: 224-28%



## 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	\$657,585.91	\$180,867.23

**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	10	27%	90%	30%
97 Sub	12	29%	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	23	34%	93%	28%
DOT Condo	5	14%	100%	31%
DOT Placer	0	0%	50%	100%
Golden Crown	3	60%	63%	20%
Lakeshore	13	33%	93%	23%
Leap Year	8	38%	91%	43%
Louise Placer	2	29%	70%	14%
McCullough Gulch	1	33%	43%	67%
Meiser	2	100%	100%	0%
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	20	26%	94%	23%
Silverheels	1	25%	67%	29%
Spillway	3	15%	90%	25%
Spruce Valley Ranch	0	0%	68%	20%
Sunnyslope	13	43%	86%	33%
Timber Creek Estates	29	41%	89%	7%
Wilderness	14	25%	96%	33%



### Place Currently Not Set Traffic Survey Summary

Location: Spruce Creek Rd  
 Start Date: 7/12/2024  
 End Date: 7/24/2024

Zone: Residential  
 Start Time: 11:57:15  
 End Time: 10:54:54  
 Travel Direction: N

Speed	1 - 19	20 - 21	22 - 23	24 - 25	26 - 27	28 - 29	30 - 31	32 - 33	34 - 35	36 - 37	38 - 39	40 - 999
Volume	3968	665	541	349	191	88	28	13	4	2	2	0
% of Total	67.81%	11.36%	9.24%	5.96%	3.26%	1.5%	0.47%	0.22%	0.06%	0.03%	0.03%	0%
									Total Vehicles: 5851			

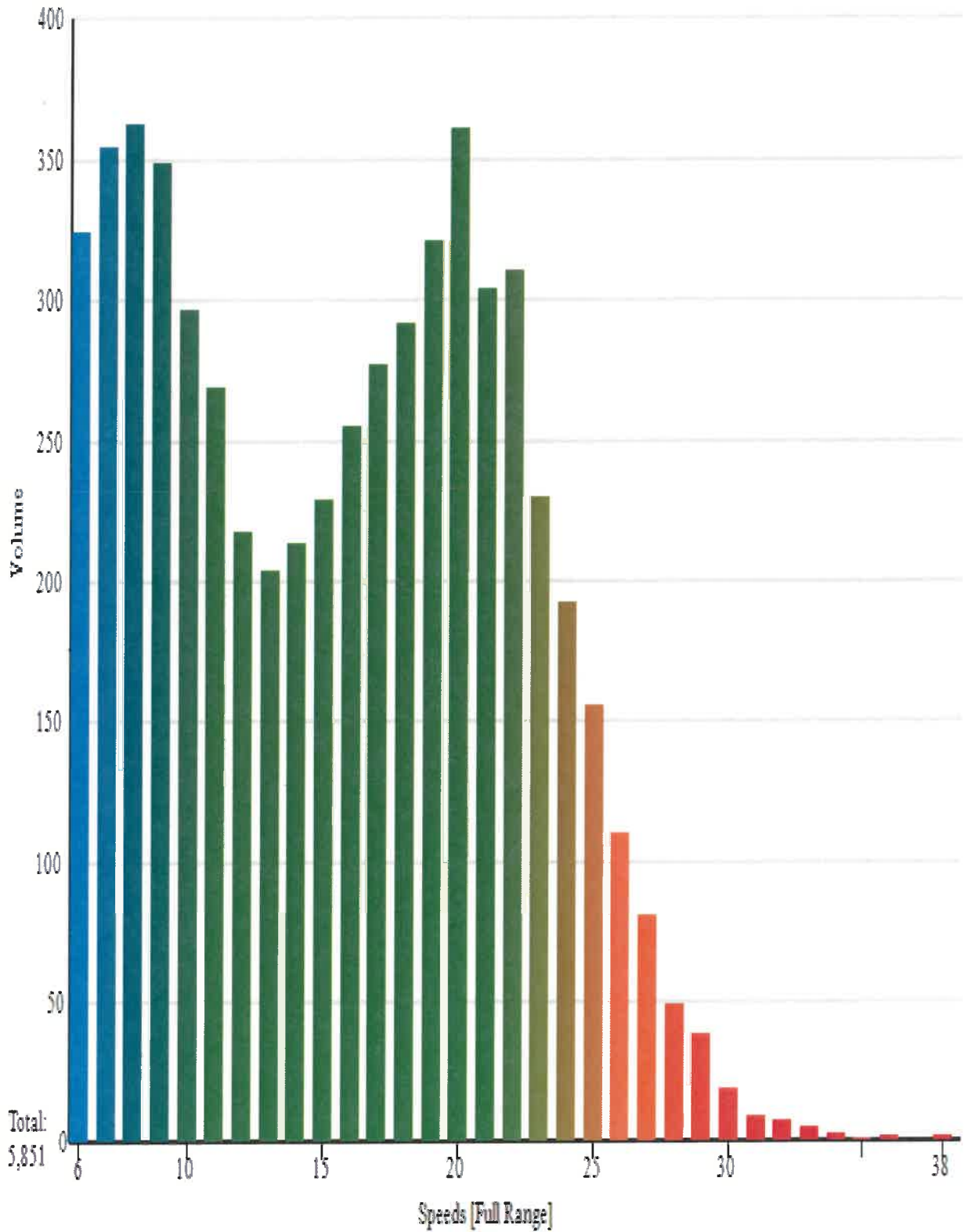
Speed Statistics		10 MPH Pace		Number Exceeding Limit				
Posted	15	Pace Speed	6 to 15	Speed	15+	25+	35+	Total
#At/Under Limit	2823	# in Pace	2823	Number	2700	324	4	3028
# Over Limit	3028	% in Pace	48.24%	Percent	46.14%	5.53%	0.06%	51.75%
Average Speed	15.65	85% Percentile	23					

### Place Currently Not Set Speed/Volume Graph

Location: Spruce Creek Rd  
Dates: 7/12/2024 to 7/24/2024

Zone: Residential  
Speed Limit: 15 MPH

Travel Direction: N



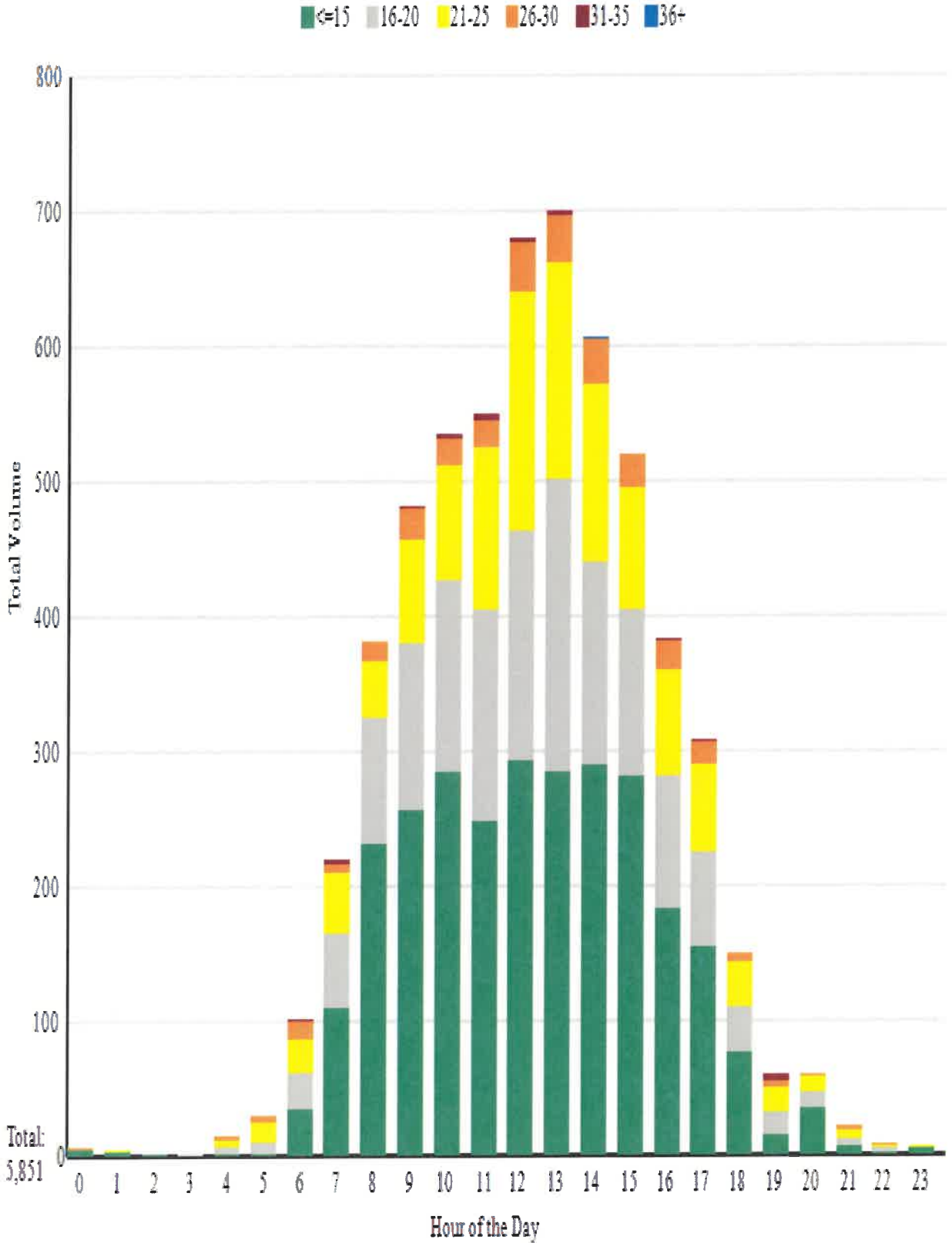
7/26/2024, 09:58:06

### Place Currently Not Set Speed/Time/Volume Graph

Location: Spruce Creek Rd  
Dates: 7/12/2024 to 7/24/2024

Zone: Residential  
Speed Limit: 15 MPH

Travel Direction: N



7/26/2024, 09:59:15

**Place Currently Not Set  
Daily Traffic Flow - 15 minute interval**

Location: Spruce Creek Rd

Zone: Residential  
Travel Direction: N

Friday, 7/12/2024					
Time AM	Vehicle Count	Hour Total	Time PM	Vehicle Count	Hour Total
00:00 to 00:15	0		12:00 to 12:15	12	
00:15 to 00:30	0		12:15 to 12:30	13	
00:30 to 00:45	0		12:30 to 12:45	14	
00:45 to 01:00	0	0	12:45 to 13:00	13	52
01:00 to 01:15	0		13:00 to 13:15	15	
01:15 to 01:30	0		13:15 to 13:30	13	
01:30 to 01:45	0		13:30 to 13:45	17	
01:45 to 02:00	0	0	13:45 to 14:00	29	74
02:00 to 02:15	0		14:00 to 14:15	11	
02:15 to 02:30	0		14:15 to 14:30	16	
02:30 to 02:45	0		14:30 to 14:45	10	
02:45 to 03:00	0	0	14:45 to 15:00	14	51
03:00 to 03:15	0		15:00 to 15:15	5	
03:15 to 03:30	0		15:15 to 15:30	17	
03:30 to 03:45	0		15:30 to 15:45	9	
03:45 to 04:00	0	0	15:45 to 16:00	12	43
04:00 to 04:15	0		16:00 to 16:15	15	
04:15 to 04:30	0		16:15 to 16:30	8	
04:30 to 04:45	0		16:30 to 16:45	13	
04:45 to 05:00	0	0	16:45 to 17:00	7	43
05:00 to 05:15	0		17:00 to 17:15	15	
05:15 to 05:30	0		17:15 to 17:30	6	
05:30 to 05:45	0		17:30 to 17:45	4	
05:45 to 06:00	0	0	17:45 to 18:00	7	32
06:00 to 06:15	0		18:00 to 18:15	8	
06:15 to 06:30	0		18:15 to 18:30	1	
06:30 to 06:45	0		18:30 to 18:45	6	
06:45 to 07:00	0	0	18:45 to 19:00	4	19
07:00 to 07:15	0		19:00 to 19:15	5	
07:15 to 07:30	0		19:15 to 19:30	3	
07:30 to 07:45	0		19:30 to 19:45	0	
07:45 to 08:00	0	0	19:45 to 20:00	1	9
08:00 to 08:15	0		20:00 to 20:15	3	
08:15 to 08:30	0		20:15 to 20:30	3	
08:30 to 08:45	0		20:30 to 20:45	1	
08:45 to 09:00	0	0	20:45 to 21:00	1	8
09:00 to 09:15	0		21:00 to 21:15	1	
09:15 to 09:30	0		21:15 to 21:30	1	
09:30 to 09:45	0		21:30 to 21:45	1	
09:45 to 10:00	0	0	21:45 to 22:00	0	3
10:00 to 10:15	0		22:00 to 22:15	0	
10:15 to 10:30	0		22:15 to 22:30	0	
10:30 to 10:45	0		22:30 to 22:45	0	
10:45 to 11:00	0	0	22:45 to 23:00	0	0
11:00 to 11:15	0		23:00 to 23:15	0	
11:15 to 11:30	0		23:15 to 23:30	0	
11:30 to 11:45	0		23:30 to 23:45	0	
11:45 to 12:00	4	4	23:45 to 24:00	0	0

Total AM	4
Peak Hour AM	11:00 to 12:00
Peak Flow AM	4
Peak % of AM	100%
Peak AM % of 24 H	1.18%

Total PM	334
Peak Hour PM	13:00 to 14:00
Peak Flow PM	74
Peak % of PM	22.15%
Peak PM % of 24	21.89%

7/26/2024, 09:59:53

**Place Currently Not Set  
Traffic Summary Week**

Location: Spruce Creek Rd  
7/12/2024 to 7/18/2024

Zone: Residential  
Travel Direction: N

	Fri 12 Jul	Sat 13 Jul	Sun 14 Jul	Mon 15 Jul	Tue 16 Jul	Wed 17 Jul	Thu 18 Jul	Weekday Average	Weekend Average
Midnight	0	1	3	0	0	0	3	0	2
1:00	0	0	1	1	1	0	0	0	0
2:00	0	0	0	1	0	0	1	0	0
3:00	0	0	1	0	0	0	0	0	0
4:00	0	0	1	3	1	1	2	1	0
5:00	0	2	4	1	2	3	3	1	3
6:00	0	14	10	10	6	12	10	7	12
7:00	0	15	21	21	19	19	20	15	18
8:00	0	36	41	30	25	12	35	20	38
9:00	0	58	45	50	38	18	31	27	51
10:00	0	59	55	37	36	28	45	29	57
11:00	4	67	61	42	36	42	52	35	64
12:00	52	78	65	54	43	38	53	48	71
13:00	74	78	41	61	42	63	47	57	59
14:00	51	61	38	44	37	46	47	45	49
15:00	43	65	23	39	37	51	45	43	44
16:00	43	41	40	33	12	22	21	26	40
17:00	32	51	35	12	9	35	11	19	43
18:00	19	21	9	2	5	15	8	9	15
19:00	9	11	4	2	1	5	7	4	7
20:00	8	5	5	5	3	6	5	5	5
21:00	3	3	1	0	1	1	4	1	2
22:00	0	1	0	0	1	2	1	0	0
23:00	0	1	1	0	1	4	0	1	1
<b>Totals</b>	<b>338</b>	<b>668</b>	<b>505</b>	<b>448</b>	<b>356</b>	<b>423</b>	<b>451</b>	<b>403</b>	<b>586</b>