



# BLUE RIVER BOARD OF TRUSTEES REGULAR MEETING OCTOBER 2024

October 15, 2024

5:00 p.m.

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.

### I. CALL TO ORDER, ROLL CALL

WORK SESSION-

[Joint](#) meeting with Planning & Zoning Commission to discuss building processes, rules, regulations and the building contract.

### II. APPROVAL OF CONSENT AGENDA

[A.](#) Minutes for September 17, 2024

[B.](#) Approval of Bills September 2024-\$17,487.60

### III. COMMUNICATIONS TO TRUSTEES

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

### IV. PUBLIC HEARING

[C.](#) Lot Line Vacation Lot 418-419 Coronet

### V. ORDINANCE CONSIDERATION FOR APPROVAL

[D.](#) Ordinance 2024-04 Board Conduct with Staff

### VI. RESOLUTIONS

### VII. NEW BUSINESS

**E.** Summit School District

**F.** Agendas

**G.** Introduction 2025 Budget

**VIII. REPORTS**

**H.** Mayor & Trustee Reports

**I.** Attorney Report

**J.** Staff Reports

**IX. OTHER BUSINESS**

**X. EXECUTIVE SESSION**

**XI. ADJOURN**

**NEXT MEETING - November 19, 2024**

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



# Town of Blue River Memorandum

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TO: Mayor Decicco & Members of the Board of Trustees

FROM: Town Manager Michelle Eddy

DATE: October 8, 2024

SUBJECT: **Building Department**

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Mayor & Trustees

## **Background**

- It has been requested to have a discussion on the building department, construction rules and regulations and the Building Official Contract. Below is a breakdown of flow of information and project approvals. This information also includes duties of the Building Official (Charles Abbott, LLC) and Planning & Zoning Commission.

## **Building Department Workflow**

- Once permits are issued, Charles Abbott (Building Official Contractor company) handles all inspections and building code compliance and issuance of a certificate of occupancy. Charles Abbot employs certified professionals that follow our adopted building code and review all stamped reviewed plans which must be onsite. All building inspections are booked online through the Town portal and inspection reports are filed in Citizen Serve.

## **Code Violations**

Whether it is a general code violation or a construction violation all code violations are handled as follows.

- Residents may submit a complaint through the website or the online portal: [Code Complaints | Town of Blue River \(colorado.gov\)](#)
- They may call the non-emergency dispatch line: 970-688-8600
- An officer will respond to all calls. If there is a code violation, a violation is generated into Citizen Serve and emailed or mailed to the property owner along with photos. If it is a repeat offender, a ticket is issued.
- Once a Code Ambassador is hired, it will be their responsibility to periodically travel through the community to ensure construction sites are following all construction rules and regulations. It will be their responsibility to address any issues and where necessary, contact the Police Department or the Building Official for compliance issues.

**Blue River  
Building Application Flow Chart**

Contractor/Resident Fills out the application

**Type A Permits**  
New Construction; Additions; Garages; Variance; Plat Amendments; Subdivisions

**Type B Permits**  
Shed/Small Structures; Excavation (Septic, Sewer, Utility, General); Landscaping (Involving features, retaining walls, fire pits); Berms Solar; Fences; Chicken Enclosures; Decks

**Type C Permits**  
Staining/Siding; Roofs; Windows; Interior Remodel; Forest Management (Tree Cutting); Hot Tubs; Plumbing, Electrical, Mechanical Permits

Type A Permits require approval from the Planning & Zoning Commission.

Type B Permits do not require Planning & Zoning Commission Approval and may be approved by Town Staff. A site plan is required.

Type C Permits may be approved by Town Staff.

Fees collected and permit Issued by Town Staff

**Planning & Zoning Review**

- ⇒ Current property survey or I.L.C showing the footprint of the structure.
- ⇒ Topographic survey, wetlands delineation
- ⇒ Drawings must show setbacks & easements with distances from eave drip line to setbacks/easements shown (25' front & rear; 15' sides).  
Plans need to be to scale; Snow storage; Driveways; Landscaping, any trees to be removed, as well as new vegetation and retaining walls; Wetland delineation (if applicable). If there are wetlands on a property, this is a requirement. Proposed Garage or future garage (if applicable drawings shall include construction plans with elevations and exterior finishes.; Indicate drainage for project, driveway and junction of driveway with Town road. Culverts and surface water must be addressed. Ditch(s) and culvert (s) must be defined and a minimum of one (1) load (10-12 tons) of road base, adjacent to the property may be required.
- ⇒ Materials Board or Sheet displaying materials to be used. In cases of additions, if matching existing, photos of current home.

**After Planning & Zoning Approval-Reviewed and Approved by Charles Abbott LLC.**  
Contractor remits Plan Review fee and electronic copies of stamped plans including all of Planning & Zoning information; as well as: Construction Management Plan. Stamped structural plans; Current Summit County Septic System Permit (including system plot plan), or evidence of full payment of tap fees to Upper Blue Sanitary District. Current Colorado Well Permit or evidence of full payment of tap fees to Timber Creek Water District. Current Colorado Department of Transportation Highway Access Permit, if access to Highway 9 is required. Designation of General Contractor, except for bona fide homeowner contractor. For Manufactured Homes the following additional information is required: State of Colorado Division of Housing Approved Plans. State of Colorado Division of Housing Registered Installer Certificate.

**After Approval from Charles Abbott LLC**  
Contractor pays permit fee and permit is issued by Town Staff.

## Duties

### Planning & Zoning

Sec. 2-6-80. Duties of the Commission. The Planning and Zoning Commission shall have the following functions and duties:

- (5) To make and recommend to the Board of Trustees plans for the physical development of the Town, including any areas outside its boundaries, subject to the approval of the legislative or governing body having jurisdiction thereof, which in the Commission's judgment relate to the planning of the Town.
- (2) To make recommendations to the Board of Trustees or to render final decisions on such matters delegated to the Planning and Zoning Commission by Chapters 16 (Zoning), 17 (Subdivision), and 18 (Building Code) of this Municipal Code.
- (3) To review and recommend to the Board of Trustees desirable or necessary modifications to Chapters 16, 17, and 18 of this Municipal Code.
- (4) To hear and decide appeals from and review any order of any administrative official charged with the enforcement of the Town's zoning or subdivision regulations as such authority may be delegated to the Commission by the Municipal Code and Section 31-23-307, C.R.S.
- (5) To hear and decide appeals from decisions of the Building Official pursuant to Chapter 18 of this Municipal Code. (6) To consider any other matters pertaining to the Commission as provided by law, resolution or ordinance, to act in an advisory capacity to the Board of Trustees when so requested, and to perform all other powers and duties authorized and required by ordinance or state law.

(Ord. No. 2020-09, § 1, 8-18-2020)

### Building Official-Contract Included

#### Staff

1. Answers, where possible contractor questions.
2. Processes Type B and C permit applications.
3. Reviews Type A permit applications for completeness and then assigns to the Building Official/Plan Reviewer for review.
4. Collects fees and issues permits after review and sign off by the Building Official.

### Current Building Statistics

Current Open permits: 378

Permits Issued YTD 2024: 171

- New Construction: 7 \*as of 10/10/24
- Additions/Garages: 10
- Sheds: 1
- Roofs: 22
- Hot Tubs: 10
- Solar: 2
- Zoning (Plat amendments/variances): 2
- Landscaping: 2
- Interior Remodel: 3
- Excavation(septic; sewer; utility): 21
- Windows: 4

- Staining/Siding: 2
- Other: 85

Inspections completed YTD 2024: 530

**Potential considerations and recommendations for adjustments:**

- It is recommended to create a large shed permit.
  - Currently sheds are regulated to be 200 square feet or less. The permit fee for a shed \$25.
  - It is recommended to consider permitting of large sheds 201-399 square feet. These would remain a Type B permit and fees would be based on square footage and would require approval by the Building Official. The sheds would be restricted to not be placed on foundations.
  - Reported Shed permits 2015-2024 YTD
    - Total: 58
      - Unknown size (not indicated on permit): 25
      - 25-50 square feet: 0
      - 51-100 square feet: 14
      - 101-150 square feet: 6
      - 151-200 square feet: 7
      - 200-250 square feet: 2
      - Playset/Saunas/trash enclosure: 4

## **Construction Rules and Regulations**

### **A. Purpose**

In order to ensure that any Construction Activity (as such term is defined below) conducted within the Town is done in the most sensitive manner possible and to minimize impacts to guests and Owners, the following Construction Regulations shall be enforced during the construction period. This document shall be known as the "**Construction Rules and Regulations**" and may be referred to herein as the "Regulations." These Regulations supplement the Design Guidelines, which are incorporated herein by reference. The Town has the power to amend these Regulations from time to time, without notice. Each Owner shall ensure that all Construction Activity that is performed on their Construction Site shall be performed in accordance with the following requirements.

### **B. Access and Parking**

Construction Vehicles shall gain access to Construction Sites only from existing roads adjacent to the Construction Sites. Prior to commencement of construction, the Owner of a Construction Site shall submit as an element of the Construction Management Plan, a parking plan that indicates how contractor and employee parking needs will be handled. Parking will not be allowed, at any time, on Town roads without prior approval from the Building Official. Special safety precautions are necessary for the road including, but not limited to, safety cones, barriers and flaggers. Each parking plan shall describe:

- a) How and where Construction and Delivery Vehicles will be parked at the Construction Site during the Construction Activity; and
- b) The maximum number of Construction and Delivery Vehicles that will be parked at or adjacent to the Construction Site at any one time.

### **C. Blasting**

No blasting shall be performed on any Site without the Building Officials prior consent. Notification shall be provided a minimum of 24 hours in advance of any blasting operations, and in all cases blasting shall occur only between the hours of 9:00 AM and 5:00 PM. Blasting may be subject to certain restrictions, which shall be determined by the Building Official in its sole and absolute discretion and which may vary from Site to Site.

### **D. Erosion Control and Vegetation Protection**

The Building Official shall not approve any proposed Construction Activity unless and until it has first approved an erosion control and soil stabilization plan as a part of the Construction Management Plan.

The Owner of the Construction Site is responsible for preparing and submitting such plans.

### **E. Construction Equipment and Material Storage**

Each Owner or Owner's Representatives and their contractors shall ensure that all construction material is stored in a designated materials storage area. Such storage area shall be indicated on the Construction Management Plan described above, and shall be located to minimize the visual impact from adjacent properties and roadways.

### **F. Debris and Trash Removal**

Owners, Owner's Representatives, and their contractors shall be responsible for assuring that

- at the end of each day, all trash and debris on the Construction Site is cleaned up and stored in proper **covered** containers or organized piles and not permitted to be blown about the Site or adjacent property, and
- at least once a week, all trash and debris are removed from the Construction Site to a proper dumpsite located off the Property.
- Due to the abundant wildlife within the Town, all food trash must either be removed

from the site at the end of each work day or the General Contractor must arrange for bear-proof trash containers to be available on-site.

All trash and debris shall be kept off the road right of way and adjacent property at all times.

### **G. Construction Hours & Noise**

Any construction equipment operated upon a residential, commercial, industrial, or public premises during the time period between seven o'clock (7:00) A.M. and seven o'clock (7:00) P.M.; provided, however, that the operation of the construction equipment during the hours of seven o'clock (7:00) A.M. and seven o'clock (7:00) P.M. shall not exceed ninety (90) decibels.

### **H. Deliveries**

Construction Vehicles must obey all posted speed limits and traffic regulations within the Town. During winter months, construction and delivery trucks must be capable of traveling mountain roads and be 4 wheel drives or equipped with chains.

### **I. Field Staking**

All building footprints, setback lines, and driveways, storage and lay-down areas shall be staked in the field. A licensed Colorado land surveyor shall stake the building footprint and setback lines.

### **J. Fire Protection**

At least one 10-pound ABC-rated dry chemical fire extinguisher shall be present and available in a conspicuous place on the Construction Site at all times. Fire protection is the Owner's responsibility, but the Town recommends that the Owner or Owner's Representative establish additional fire protection, the handling of combustible materials and suppression measures as part of an overall Site safety program.

### **K. Prohibited General Practices**

All Owners will be absolutely responsible for the conduct and behavior of their Owner's Representatives in the Town. The following practices are prohibited within the Town and will result in an automatic fine:

- a) Changing oil on any vehicle or equipment on the Construction Site;
- b) Allowing concrete suppliers and contractors to clean their equipment on any Town of Blue River lot, roadway, right-of-way, ditch, easement, or other property;
- c) Removing any rocks, plant material, topsoil, or similar items from any property of others within Town;
- d) Using disposal methods or units other than those approved by the Town;
- e) Careless disposition of cigarettes and other flammable materials;
- f) Careless treatment or removal of any native plant materials;
- g) Disruptive activity including, but not limited to, public drinking, public nuisances, and disturbing the peace;
- h) Working before or after the scheduled construction hours without prior permission;
- i) Driving trucks with uncovered loads in the Town.

### **L. Roadway Maintenance**

Owners and their contractors and sub-contractors shall keep all Town roads and road rights-of-way free and clear of all materials, rubbish, and debris resulting from Owner's Construction Activity and shall repair and revegetate any damage to roads, road rights-of-way, landscaping, and other streetscape improvements within the Town caused by Construction Vehicles used in connection with Owner's Construction Activity. No road



cuts, deletions, or additions shall be made without a permit from the Town Road Manager. Contractors must keep the Site driveway and all adjacent roads clean from dust, dirt, mud, and debris at all times. If a contractor fails to keep roads clean and if the Town must arrange for cleaning, the cost of cleaning will be billed to the Owner, care of the contractor, at a rate then set by the Town.

**M. Sanitary Facilities**

On-Site, enclosed, chemical toilets must be available at all times when Construction Activity is taking place on a Construction Site. Chemical toilets shall be screened from view and shall be located so as to minimize any adverse impacts on adjacent lots. In no instance shall chemical toilets be placed within any road right-of-way or on the road.

**N. Signage**

**REQUIRED SITE SIGNAGE**

One temporary construction sign not to exceed 20 square feet overall, prepared by a professional sign maker, shall be located within the Site boundary and shall be easily visible from the adjacent roadway or entry to the Site. The sign must conform generally to the layout shown below with only the name, address and telephone number of the developer, architect, contractor, project name, logo and location. All information listed must be shown in uniform type style and color.

<p><b>PROJECT LOGO AND/OR NAME</b> Building Permit # Developer/Owner: [Name and Phone #] Architect: [Name] Contractor: [Name]</p>
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**O. Propane Heater Policy**

The following procedures and guidelines must be followed when using propane heaters:

- Heater, tank and line shall be inspected prior to each use for leaks, improper fittings or faulty igniters. Faulty heaters shall be turned in to the construction trailer for repair
- Heaters shall be placed on a level noncombustible surface. If used on a wood subfloor the heater shall be placed on a minimum 4'x4' piece of fire rated drywall or concrete board.
- The heater hose shall be extended straight out from the heater to the propane tank maintaining maximum distance from tank to heater.
- The heater shall be placed in the center of the room. If you are unable to place the heater in the center of the room with the hose fully extended from heater to tank then the room is too small.
- Do not use heaters in hallways, closets, bathrooms, under stairs or in crawl spaces.
- Propane heaters shall not be left running overnight or unattended without prior written approval from the Project Builder. The DRB Administrator or Public Safety Department must be notified of any propane heaters that will run overnight.
- Subcontractors who need the use of propane heaters must contact the Project Builder.
- Propane heaters and tanks shall be stored no closer than 15' to roads or traffic areas.



“Helping public agencies provide effective and efficient municipal services to improve communities since 1984”

**Proposal for**

# **Building Department Services**

Prepared for

**Town of Blue River**

**0110 Whispering Pines Circle  
Blue River, Colorado 80424**

**Charles Abbott Associates, Inc.**

390 Interlocken Crescent, 3rd Floor  
Broomfield, CO 80021  
Toll Free: (866) 530-4980

[www.caa.inc](http://www.caa.inc)

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## LETTER OF INTRODUCTION

April 30, 2021

Town of Blue River  
Michelle Eddy, MMC/CPM  
Town Manager/Clerk  
0110 Whispering Pines Circle  
Blue River, Colorado 80424

***Subject: Building Department Services***

Dear Michelle:

Thank you for your interest in having **Charles Abbott Associates, Inc. (CAA)** provide the Town with Building Inspection and Plan Review Services.

CAA is a professional services consulting firm specializing in providing Building & Safety, Fire Prevention, Engineering and Environmental Services. For more than 36 years, CAA has been fulfilling its mission in helping municipal governments and regional government agencies **deliver services more efficiently**. CAA is able to consistently achieve **high standards of service** as a direct result of the company's commitment to nurturing a team of professionals with an exceptional work attitude, mind-set, experience and skills that are unique to CAA. Each staff member is highly trained and extremely conscientious when it comes to carrying out the corporate mission of providing unsurpassed customer service.

CAA can provide the Town with a team of **highly qualified, licensed, and certified individuals** to support your Building Inspection and Plan Review needs. We have staff currently operating in and providing services for other municipalities in Colorado, including the nearby Town of Breckenridge, ensuring fast response times, maximum efficiency, and the ability to add qualified personnel at any time should workload demands increase. We also offer daily pick-up and delivery or complimentary over-night mail service of plans available in addition to web based digital review throughout the life of the contract. Our staff is technically qualified, trained, properly licensed and certified to provide all anticipated plan review and inspection services in accordance with State and local codes and ordinances and works closely with engineers, architects, and designers, providing greater insight as to the constructability of design and the adherence to State and Federal codes, rules and regulations, Land Development Regulations (LDRs) and acceptable building practices. Our staffing levels ensure that inspections and plan reviews are always conducted in an efficient and courteous manner, both responsive to the Town and the public's needs. And finally, when workload demands increase, CAA has the ability to quickly add certified and qualified staff to meet that increase in workload.

Most of our staff is cross-trained, providing a very efficient use of personnel and expediting the process for the applicant. All work will be performed under the direction of a **licensed Building Official** who will review plans for compliance with all applicable codes, regulations, guidelines, and permits as required. We have experience in a full range of different types and sizes of developments, ranging from single family dwellings

to rural properties to master planned communities, mixed use developments, planned unit developments and industrial/commercial business parks.

Should the Town have any questions, please contact Mike Theisen or myself. We look forward to further discussing your service needs.

Thank you in advance for your consideration.

Sincerely,



CHARLES ABBOTT ASSOCIATES, INC.  
Tim Inglis, CBO, Regional Director

## COMPANY INFORMATION

**Name of Firm:** Charles Abbott Associates, Inc. (CAA)  
**Headquarters:** 27201 Puerta Real, #200  
Mission Viejo, CA 92691  
(866) 530-4980  
**Local Office:** 390 Interlocken Crescent, 3rd Floor  
Broomfield, CO 80021  
**Regional Director:** Mr. Tim Inglis, CBO, Director  
(470) 421-0046  
[timinglis@caa.inc](mailto:timinglis@caa.inc)  
**Entity Type:** Corporation  
**Federal Tax ID:** 33-00753899  
**Number of Employees:** 212  
**Date of Incorporation:** 1984

### Primary Contact

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**Mr. Mike Theisen, CBO, MCP** is the project manager selected to work with the Town to ensure that our policies, procedures, and manpower provide the level of service the Town desires. He will supervise the project and maintain continuous communication with the Town to ensure **100% satisfaction** with our staff, our turnaround times, the quality of our work, and the overall teamwork between our staff and yours.

Name and Title: Mr. Mike Theisen, CBO  
Phone: (303) 775-5129  
Email: [michaeltheisen@caa.inc](mailto:michaeltheisen@caa.inc)  
Website: [www.caa.inc](http://www.caa.inc)

## QUALIFICATION OF FIRM

Charles Abbott Associates, Inc. (CAA) has been a national contract service provider to local government agencies since 1984 and exclusively serves public agencies. Our CAA professionals have many years of municipal experience to support the Town and have a deep understanding of professional Building and Safety Services in a municipal setting. CAA has been handling a complete package of Municipal Building Department Services for over 30 years, including:

- ✓ Building Codes Administration
- ✓ Building Inspections
- ✓ Building Plans Review
- ✓ Environmental Management
- ✓ Code Enforcement

Maintaining high quality services is what has made CAA as successful as we are today. We understand that having experienced and qualified personnel is a fundamental requirement of being able to deliver quality service to our clients, and we place considerable effort in attracting and retaining our highly trained staff. Since our incorporation in 1984, CAA has grown to a full-time staff of over 200 employees and boasts a record of very low staff turnover, which has proven highly beneficial to our clients. Our staff is fully credentialed and cross-trained, effectively meeting our building and safety and public works commitments to our clients. Each one of our team members has worked on similar projects and has served the public sector for many years.

CAA is an industry leader in cross-training our employees in order to streamline the inspection process. Each inspector is able to perform multiple inspections, which is both cost effective and simplifies the process for contractors, causing less wait times for inspections to be approved. We are devoted to keeping our certified and licensed staff up-to-date on the latest practice, techniques and skills in their areas of specialization and provide our staff with on-going training, both in-house and with other professional seminars and classes. This training ensures our staff has the knowledge and other resources available to help them provide high quality service to our customers. Since our approach to training is ongoing and not just occasional, we can assure our clients of work that is in full compliance with current standards. In addition, because our people are well trained, they face no learning curve and are able to get to work immediately.

Our concept of delivering high quality service is different from other companies providing similar functions. CAA will provide on-site staff to bridge the disconnect that can occur between towns and contracted service providers. CAA is proud not only of the fact that we have retained our first client of 30 years, but that we continue to be regularly commended for the staff's commitment to excellent client and customer service by other clients as well.

We pride ourselves on being a "team player" in each municipal service engagement. We train our staff to recognize that citizens of the community, Town staff and other consultants are our customers and, as such, deserve our best efforts to respond, assist, support, and work hand-in-hand. Our team members will also learn and keep up to date on Town policies and procedures as we commence our engagement. Our staff will participate, as requested, in staff meetings and meetings with individuals and companies

who are coming to the Town to procure services. CAA staff will adhere to all Town personnel policies and directives including hours of operation, dress code, and other team building efforts.

CAA expects and demands that the staff we assign to the Town quickly becomes a productive part of the Town's team. We assure you that if we make an assignment and our staff member is not compatible (personality, personal behavior, etc.) with Town staff we will, with your knowledge and approval, substitute another CAA staff member who can integrate seamlessly into your team.

We will not be using any sub-consultants, sub-contractors, suppliers or manufacturers to fulfill the services outlined in this proposal.

## Proposed Team

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We will provide the Town with a team of highly qualified, licensed, and certified individuals to support your Building Department needs. Our staff is technically qualified, trained, properly licensed and certified to provide all services to meet your workload needs, including building official services, plan reviews, building code compliance and building inspections. The following key individuals have been selected to work with the Town:

- ✓ Michael Theisen, CBO, MCP, Master Electrician
- ✓ Howard "Whit" Smith, Master Electrician
- ✓ Michael Marsh, Building Inspector
- ✓ Brandon Fresquez, Building Inspector
- ✓ Peter Gonzalez, Building Inspector
- ✓ Thomas Marshall, CBO, MCP
- ✓ Steve Ahuna, PE, CBO

CAA's team is structured to allow flexibility in manpower and will match fluctuating workloads and priorities with proper staff. Short-term fluctuations are leveled out through temporary use of other CAA personnel brought in for peak periods. Long-term needs are met through the addition or removal of trained staff, with Town approval, as well as finding more efficient ways to manage and accomplish existing work. CAA currently provides comprehensive Building and Safety Services to several nearby municipalities and will be able to share sufficient available resources with those municipalities to conduct the Town's building inspections and plan reviews.



## Michael Theisen, CBO, MCP, Master Electrician

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### Master Code Professional

#### Years of Experience

20+

#### Licenses

Colorado Master Electrician License  
#ME.0028484

#### Professional Memberships

ICC

#### Certifications

Property Maintenance and Housing Inspector  
Plumbing Code Specialist  
Building Code Specialist  
Mechanical Code Specialist  
Electrical Code Specialist  
Building Official  
Combination Plans Examiner  
Electrical Plans Examiner  
Commercial Combination Inspector  
Electrical Inspector  
Commercial Electrical Inspector  
Mechanical Inspector  
Building Inspector

### KEY QUALIFICATIONS

- Licensed Colorado Master Electrician
- Licensed Master Code Professional
- Hands-On Electrical Contracting Experience
- Certified Building Official
- Exceptional Attention to Detail

Plumbing Inspector  
Mechanical Plans Examiner  
Commercial Mechanical Inspector  
Plumbing Plans Examiner  
Commercial Plumbing Inspector  
Building Plans Examiner  
Commercial Building Inspector  
Residential Combination Inspector  
Residential Plans Examiner  
Residential Mechanical Inspector  
Residential Electrical Inspector  
Residential Plumbing Inspector  
Residential Building Inspector

With over 20 years of experience in the electrical field, Mr. Theisen has superior knowledge of the National Electrical Code and use of Code Book and is proficient in all areas of electrical construction, to include residential, commercial, and industrial for both new construction and remodels. As CAA's Chief Electrical Inspector, he is responsible for performing and overseeing electrical inspections in all of CAA's Colorado jurisdictions, including electrical plan review and all areas of commercial and residential construction. Mr. Theisen has obtained several additional International Code Council certifications to include Commercial and Residential Plumbing, Mechanical, and Building Inspector/Plan Reviewer.

#### Recent Project Experience

Mr. Theisen is the lead electrical inspector for all CAA clients in Colorado. He is also the Lead Building Inspector and Code Enforcement Official for the Town of Keenesburg, Colorado and the Chief Building Inspector for the Town of Lyons.

## Howard “Whit” Smith, Master Electrician

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### Years of Experience

23+

### Licenses

Colorado Master Electrician License  
ME.0029208

Colorado Electrical Contractor #7001

### Certifications

CEU for Inspection Skills/Right of Entry

### KEY QUALIFICATIONS

- Licensed Colorado Master Electrician
- Licensed Colorado Electrical Contractor
- Excellent Technical and Analytical Skills
- Strong Electrical Skills & Hands-On Knowledge of Electrical Repairs, Tools, and Equipment

With over 23 years of experience as an electrician in Summit County, CO, Mr. Smith has a thorough knowledge of electricity, electronics and codes. He is experienced in performing daily field inspections of construction work in progress and completing required documentation as specified. In his daily work, he is responsible for inspecting the installation of electrical systems and equipment to detect faulty wiring and ensure they comply with electrical codes and standards. He visits construction sites and residences, performs inspections, and makes recommendations for improvement. Mr. Smith has a strong focus on team building and developing clear communications with coworkers and clients.

### Recent Project Experience

As one of CAA’s electrical inspectors, Mr. Smith currently conducts electrical inspections for the Town of Breckenridge. He also serves as the electrical inspector for the Town of Blue River.

## Michael Marsh, Building Inspector

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### Certified Building Inspector

#### Years of Experience

30+

#### Education

B.S. Metropolitan State College, Denver CO

#### Professional Memberships

International Code Council (ICC)

#### Licenses

City and County of Denver Licensed Building Contractor Class B LIC17142,

#### Certifications

Residential Building Inspector

Commercial Building Inspector

Building Inspector

Commercial Plumbing Inspector

Commercial Mechanical Inspector

Residential Plumbing Inspector

Plumbing Inspector

Inspection Certification Associates (ICA) Certified Home Inspector

#### KEY QUALIFICATIONS

- Construction Management Experience
- Custom Home Building & Renovation
- Quality Control Experience
- Project Management Experience
- Multiple Certifications

Mr. Marsh is experienced with all phases of construction management associated with residential and commercial construction projects, allowing him to conduct thorough building inspections for compliance with building code. He interacts well with contractors and homeowners and offers customer service based resolution skills. He has experience in the assessment and identification of design parameters, compliance with industry standards and codes, and implementation of solutions to address deficiencies and safety issues. Mr. Marsh is always available to answer code compliance questions for homeowners and contractors via email and phone.

## Kirk Money, Sr. Plans Examiner/Building Inspector

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### Certified Building Inspector & Plans Examiner

#### Years of Experience

24+

#### Certifications

Commercial Building Inspector  
Residential Building Inspector  
Residential Plumbing Inspector  
Plumbing Plans Examiner  
Commercial Plumbing Inspector  
Building Plans Examiner  
Residential Plans Examiner  
Building Inspector  
Mechanical Plans Examiner  
Commercial Mechanical Inspector  
Plumbing Inspector  
Residential Mechanical Inspector  
Mechanical Inspector  
Accessibility Inspector/Plans Examiner  
Residential Energy Inspector/Plans Examiner  
Property Maintenance and Housing Inspector  
Code Enforcement Officer Basic & Advance Certification, Association of Code Enforcement Officials  
Quality Construction Certification, Home Builders Association

#### KEY QUALIFICATIONS

- Multiple Certifications
- Hands-On Construction Experience
- Supervisory Experience
- Leadership Skills

Mr. Money serves as Building Inspector for CAA's Colorado clients. He reviews building's structural soundness and safety features, and verifies that building codes, ordinances, contract requirements, and zoning regulations are met for the structure..

#### Recent Project Experience

Mr. Money is a Building Inspector for the Town of Lochbuie, Colorado. He also serves as Plans Examiner for Wheat Ridge and all other Colorado jurisdictions.

## Peter Gonzalez, Licensed Master Electrician

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### Electrical Inspector

#### Years of Experience

19+

#### Licenses

Colorado Licensed Master Electrician  
#ME.0601073

#### Certifications

Residential Building Inspector

#### KEY QUALIFICATIONS

- Licensed Colorado Master Electrician
- Hands-On Electrical Contracting Experience
- Dependable & Motivated
- Excellent Customer Service Skills

With many years of experience in the electrical field, Mr. Gonzalez meets the State's requirements for electrical inspections and serves as electrical inspector for CAA. He has excellent knowledge of the National Electrical Code and use of Code Book and is proficient in all areas of electrical construction, to include residential, commercial, and industrial for both new construction and remodels. He is responsible for performing and overseeing electrical inspections, including electrical plan review and all areas of commercial and residential construction.

#### Recent Project Experience

Mr. Gonzalez is one of CAA's electrical inspectors for all CAA clients in Colorado.

## Thomas Marshall, CBO, MCP

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### Certified Plans Examiner/Master Code Professional

#### Years of Experience

11+

#### Education

Clayton State University, Art Institute Atlanta

#### Professional Memberships

ICC, IAPMO

#### Certifications

Accessibility Inspector/ Plans Examiner

Building Plans Examiner  
Certified Building Official  
Electrical Code Official  
Housing Code Official  
Mechanical Code Official  
Plumbing Code Official  
Combination Inspector  
Combination Plans Examiner  
Commercial Building Inspector  
Commercial Combination Inspector  
Commercial Electrical Inspector  
Commercial Energy Inspector  
Commercial Energy Plans Examiner  
Commercial Mechanical Inspector  
Commercial Plumbing Inspector  
Electrical Plans Examiner  
Green Building Residential Examiner

#### KEY QUALIFICATIONS

- Certified Building Official
- Certified Access Specialist
- Municipal Background
- Multiple Certifications
- Hands-on Construction and Building & Safety Experience

Master Code Professional  
Mechanical Plans Examiner  
Plumbing Plans Examiner  
ICC/AACE Property Maintenance and Housing Inspector  
Residential Building Inspector  
Residential Combination Inspector  
Residential Electrical Inspector  
Residential Energy Inspector/ Plans Examiner  
Residential Fire Sprinkler Inspector / Plans Examiner  
Residential Mechanical Inspector  
Residential Plumbing Inspector  
Zoning Inspector  
Fire Inspector I  
Energy Code Specialist  
Post Disaster Assessment SAP

Mr. Marshall brings over 7 years of Municipal experience to this project. He is an experienced Code Official/Building Inspector/Plans Examiner and he is a certified Building Official/Master Code Professional capable of providing all the necessary administrative and technical support. He is active with ICC and is committed to the safeguard of the public and preserving quality of life for communities.

## Steve Ahuna, PE, CBO

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### Registered Civil Engineer/Certified Plans Examiner

#### Years of Experience

31+

#### Education

M.S., Applied Economics, Santa Clara University, Santa Clara, CA

B.S., Architectural Engineering, California State University, San Luis Obispo

#### Professional Memberships

ICC, CALBO, SEAOSC, ASCE

#### Certifications

Building Official (1036330-CB)

Plans Examiner (1036330-B3)

Plans Examiner UBC (1036330-60)

OES/CALEMA DISASTER SERVICE WORKER

Post Disaster Assessment SAP

#### KEY QUALIFICATIONS

- Licensed and Certified
- Certified Building Official
- Building Plans Examiner
- PE License CA, CO, NV, FL and AZ
- Municipal Experience
- Structural and Architectural Review
- Extensive Plans Review Experience

#### Registration

Civil Engineer in Colorado, California, Nevada, Florida, Arizona and Texas

Mr. Ahuna has over 30 years of experience in architectural and structural review of residential and non-residential plans. He has plan review experience working for both private and municipal entities. Prior to working as a plan checker, he worked for a private consulting structural engineering firm as a design engineer for residential and non-residential buildings. He will oversee the plan review staff in the review of plans and calculations for compliance with adopted codes and any adopted amendments.

#### Recent Project Experience

- 3-Story Senior Complex, Laguna Niguel, CA
- 20 Unit Townhouse Project, Huntington Beach, CA
- Several Industrial/Office Buildings, Huntington Beach, CA
- Preliminary Review of a 300 Unit Condo Project, Huntington Beach, CA
- Nevada Cancer Institute
- Fairfield Apartments
- City of Laguna Niguel Community Center, Laguna Niguel, CA
- Forbes Road Apartments 6 Story Parking Structure, Laguna Niguel, CA
- Retail Stores Building, Calimesa, CA

## Work Examples

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CAA has over 35 years of experience providing contract services to cities and towns. The case studies below illustrate our ability to respond quickly to any increase in workload, whether caused by a spike in building activity or a natural disaster.

### City of Wheat Ridge, Colorado

With growing development activity, the City started looking at alternatives to provide its building department services. In April 2017, CAA was selected to support the City with as-needed inspections to assist with any increase in building activity. Shortly thereafter, the area was hit by Colorado's most destructive hailstorm to date, with hailstones as big as baseballs pelting areas west of the Denver metro area, including Wheat Ridge, and causing a record of \$1.4 billion in damage to vehicles, buildings, and infrastructure.

One of the many advantages of utilizing a private provider for building department services is the ability of those providers to meet any sudden changes in workload with additional staff. Immediately following the storm, inspections at the City skyrocketed from an average of 30 per day to well over 100 per day, but CAA was able to handle this increase smoothly and efficiently by bringing in up to 7 additional staff members during peak times, minimizing wait times and allowing residents to get back to normal as quickly as possible. "CAA was able to identify necessary resources from as far away as California, Nevada and Georgia so that we could meet the volume of work that was created by the storm", said Ken Johnstone, Community Development Director of the City. "By the end of the year we had issued and inspected over 7,000 residential roofs alone – over half of the single family homes in the City. We are all proud to say that we never stopped our longstanding practice of honoring next day inspections and maintained our best practice of completing mid-roof inspections in addition to final inspections".

One year after the storm, this business model has proven highly beneficial to Wheat Ridge, and CAA was hired to run the City's entire building department. Says Ken Johnstone: "We were able to negotiate an attractive pricing strategy whereby CAA retains only a portion of our various building permit and plan review revenues, and that percentage share back goes down as work volume goes up, which was very attractive to the City. We have now officially been using CAA in this full-service model since early March, 2018 and couldn't be more pleased with how CAAs commitment to customer service and professionalism is delivering on the needs of the City, its citizens and our contractor community!"

### Town of Lyons, CO

As a small town, Lyons is no stranger to the concept of public private partnerships and has outsourced its building department services for a number of years. CAA has been the provider of choice since 2017 and operates the Town's whole building department, including building plan review, building inspections, software system administration, and building official services.

CAA prides itself in bridging the disconnect that often occurs between municipalities and contracted service providers by providing a consistent presence and availability of highly trained personnel. CAA keeps regular office hours at the Town, conducts inspections the very next day, and is always available by phone and email, thus guaranteeing the public



crucial access to building services right when they are needed. In addition, CAA provides the Town with its own permit issuance and tracking system.

According to Victoria Simonsen, Town Administrator: “Lyons is still in recovery from a nationally-declared disaster in 2013. CAA was able to address our increased needs and is providing excellent services to our community. The staff have been responsive, timely and have great customer service skills! We are very satisfied with the building inspection and plan review services that we are receiving from them.”

## SCOPE OF SERVICES

CAA understands the Town is seeking to contract for professional building inspection and plan review services. CAA will provide the requested services to the Town as needed and as dictated by workload, including building, electrical, mechanical, plumbing, and residential code inspections and plan reviews.

CAA is committed to fulfill the Town's scope of services in a comprehensive and thorough manner with staff that is service oriented, courteous, and reliable. The individuals assigned to the Town do not only possess the technical skills required, but also the interpersonal skills that tie technical know-how to practical service. CAA provides ICC certified staff to serve as the Town's Building Official, as well as ICC Certified Building Inspector(s), Plans Examiner(s), and Registered Professionals as dictated by workload. CAA's Building Inspectors are available to conduct all inspection requests no later than the next business day, process and route construction drawings for plan check, calculate permit fees, issue and close out permits, conduct minor plan checks over the counter, and perform related tasks as needed. CAA provides building code related code enforcement and is available to consult with office staff on building department or permit issues and questions as they arise. CAA also provides as-needed resources to cover vacation and sick times as well as overflow plan review and large commercial plan review, when needed.

Our staff will be an integrated team of the Town and will be fully trained on local codes and amendments, be aware of local building activity, and keep an eye out for unpermitted work in the course of their daily activities.

### Code Administration Services

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CAA's Administrative Services provides qualified, as-needed staff to respond to the client's needs for expert code interpretations and other staff support. Our building official gives inspectors technical support without the expense of a full-time staff. CAA's Building Official is certified and experienced in supervising and administering all Building and Safety functions, including:

- Quality control review of plan checks and inspections
- Building codes updates and adoption
- Enforce building codes and ADA Standards for Accessible Design
- Enforce adopted codes with regard to unsafe structures, existing building, rental property maintenance and energy code compliance
- Lend expertise in the plan review and inspection of historic structures
- Ensure compliance with zoning conditions, certificate of appropriateness, and conditions of approval
- Resolution of resident's inquiries and complaints
- Processing of complex Building Code Issues and dispute resolution
- Building and Safety Procedures Manual development and maintenance
- Ensure preparation of detailed monthly, quarterly, and annual reports of their activities to the

- Town on accountability report forms approved by the Town. The reports will include, but are not limited to, staffing levels provided, staff hours expended, the number of plans reviewed, number of inspections performed, and other statistical information pertinent to the services provided
- Participate in pre-development review and provide comments
  - Attendance of Planning Commission and Council meetings (as-needed)
  - Ensure the maintenance of all necessary equipment to perform the contracted services
  - Ensure proper staffing levels, supervision and training of all subordinate team members in order to maintain the minimum production standards
  - Ensure records maintenance of approved plans and permits as required by law
  - Develop training and educational materials relevant to building safety for dissemination to the elected and appointed officials, contractors and general public
  - Attend court hearings regarding building code violations when requested
  - Attend meetings of other local building officials to discuss proposed code changes, enforcement issues, new code compliant technology and alternatives
  - Review for approval all alternative materials, designs or methods of construction for compliance with the intent and provisions of the code

## **Building Inspection Services**

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CAA provides the inspection of structures under construction in the Town for compliance with all local ordinances, state and federal laws that pertain to Building and Safety and for compliance with the adopted Building Code, Residential Code, Plumbing Code, Electrical Code, Mechanical Code, Property Maintenance Code, Town adopted or proposed Sustainability Standards, and Accessibility and Energy Codes in addition to any Building Division Policy Statements as issued by the Chief Building Official.

CAA will provide inspectors as required by workload. An ICC Certified Building Inspector will be available at all times to conduct urgent building inspections, should they arise. Inspections will be performed the following business day, if notification is received by 4pm. Inspectors assigned to the Town will:

- Coordinate all building inspection requests
- Perform periodic construction inspections for compliance on projects under construction as issued by permit from the Town. Each structure will be inspected for compliance with the reviewed plans, and Minimum Standards and Code adopted by the Town
- Perform all inspections according to the adopted building codes and local amendments
- Provide inspection consultations to citizens, applicants, and contractors
- Perform code clearance inspections related to business licenses, as necessary
- Inspect for code compliance for accessibility, grading, building, electrical, mechanical, and plumbing work, etc.
- CAA staff is trained to quickly identify and document any areas of non-compliance, and is able to suggest corrective actions or alternate means where applicable
- Code enforcement violations will be reported to the Town immediately. CAA will submit a written record to the Town as a result of any inspection within 24 hours after inspection period
- Construction and demolition permitting process
- Observe all safety and security procedures, and will report potentially unsafe conditions immediately
- We assure the Town that all inspection turn-around times are met or improved, all inspections are conducted when requested, and emergency response is timely and effective.
- CAA will issue stop-work notices for non-conforming building activities as required
- Provide code administration, inspection and enforcement
- Provide complete, clear, concise corrections for the permit holder; corrections will be provided in a legible list and presented in a professional manner. Inspection reports will include at minimum: (a) the date and time of inspection, type of inspection, name of inspector, list of violations, corrective actions; and (b) authorization to proceed or notice of failure (whichever is applicable)
- Be available with advance notice to attend meetings with staff, public officials, developers, contractors, and the general public as needed or directed in order to resolve problems and issues quickly and efficiently
- Inspectors will conduct any necessary or required emergency inspections as directed by the Town. Investigations will include field and office research, follow-ups and preparation of documentation
- Maintain certification/registration through ongoing training when necessary
- Communicate technical knowledge in simplified terms to help clients/customers comply with regulations

- Inspection reports will include at minimum: (a) the date and time of inspection, type of inspection, name of inspector, list of violations, corrective actions; and (b) authorization to proceed or notice of failure (whichever is applicable). CAA personnel will be available to discuss inspection results with appropriate site personnel, resident and/or owner, as needed
- CAA will provide detailed weekly, monthly, quarterly, and annual reports of our activities to the Town. The reports will include, but are not limited to, fees collected, staffing levels provided, staff hours expended, the number of inspections made, and other financial, operational, and statistical information pertinent to the services provided
- Provide additional services as needed and as requested by the Town

## Plan Review Services

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CAA provides the plan review of any and all types of structures including, but not limited to, single family dwellings, multi-family dwellings, industrial and commercial buildings for compliance with all local ordinances and State and Federal laws that pertain to Building and Safety, and for compliance with the adopted Building Code, Residential Code, Plumbing Code, Electrical Code, and Mechanical Code, Building Standards Code, Accessibility and Energy Standards, and the Municipal Code. Plan review will be performed in-house at Town Hall and off-site when the need arises due to workload variations and in order to meet our committed timelines.

Our approach to plan review ensures that plans submitted to CAA for review are properly tracked and processed. Our system ensures that each plan or permit is assigned, returned, and handled on time and within budget. The status of any plan can easily be determined at any point in time.

Our registered professionals and certified plan examiners review all plans and calculations, thus assuring that the technical components and all code items are thoroughly reviewed. Most of our plans examiners are cross-trained and also certified as inspectors, providing a very efficient use of personnel and expediting the process for the applicant. We provide timely turnaround of plan reviews and re-reviews based on guaranteed turn-around times. Our staff also handles any coordination required as part of the review.

A certified plan reviewer will conduct a reasonable and lawful plan review of submitted construction documents for compliance with the following items:

### Administrative Requirements

Construction Documents shall be reviewed for their accuracy, completeness, proper supporting documentation, required signatures and seals.

### Building Planning Requirements

Submitted plans shall be reviewed for use and occupancy classifications based upon potential fire hazard, height and area limitations, type of construction classification, fire resistance rating of building elements and their respective requirements, special use and occupancy.

### **Occupant Needs Requirements**

CAA certified plans examiners will review submitted construction documents for compliance with means of egress; accessibility (when contracted or in conjunction with local Fire Marshals); the interior environment requirements for room sizes, ceiling height, light and ventilation.

### **Architectural**

CAA staff is certified and experienced in all phases of architectural review, including construction types, occupancies, separations, heights, areas, egress means, and fire/life safety. CAA staff will bring many years of experience to the Town's review and inspection process with respect to size, shape, and use of buildings with varying complexities. Many of CAA's staff are active in architectural code promulgation at the state and national level and several sit on International Code Council (ICC) committees.

### **Structural System and Material Requirements**

CAA's plan review structural engineers have reviewed structural plans with varying degrees of construction complexity from single-family homes to high-rise multi-use facilities. Structural drawings are reviewed by a licensed engineer in order to verify code compliance for all gravity loads, lateral loads and special loading conditions. Calculations are reviewed for completeness; materials indicated on the plans are identified and reviewed for conformance.

### **Mechanical, Plumbing, and Electrical System Requirements**

These systems are reviewed for code compliance with respect to their construction, installation, inspection, operation and maintenance as well as any potentially adverse interactions.

### **Energy**

CAA staff members are certified and familiar with the Energy Efficiency Standards for Residential and Non-Residential Buildings. Extensive annual training ensures that each staff member is aware of the specifics of their respective state programs. Plans and supporting documentation is reviewed for completeness, accuracy and minimum code compliance.

### **Accessibility**

CAA staff attends ICC training relative to disabled access. CAA staff takes disabled access seriously and has been proactive on Accessibility Compliance Committees. Engineers, plans examiners, and certified personnel are fully trained and familiar with ADA and The Georgia Accessibility Code. CAA, when requested will offer plan review support to local Fire Marshals and their respective municipalities in compliance enforcement.

### **LEED**

CAA recognizes the importance of and pursues environmentally conscious design and development procedures consistent with the U.S. Green Building Council (USGBC) and Leadership in Energy & Environmental Design (LEED) certification standards. CAA has staff certified through the LEED process that are available to review Town development projects that are required to have LEED Certification(s).

### **Green Building Code Review**

CAA will provide staff that is certified as Green Building professionals when required. As with LEED certification, CAA seeks to enhance and improve Town development projects through cooperation and collaboration with stakeholders.

CAA has taken extensive steps to implement and use more efficient or “green” service options to its clients. CAA can provide various communication options, including electronic plan review, video

conferencing and virtual permit specialist to our clients and applicants to reduce environmental impacts such as paper use, travel and commute impacts – all intended to reduce CAA’s and the Town’s carbon footprint.

**Plan Review Timeframes**

All initial reviews will be returned within 5 business days for single family residential, small commercial projects, and improvement plans. Rechecks will be returned within 5 working days. These are maximum times, and we typically are able to turn around simple plan reviews in less than half the time.

Single Family Dwelling	5 days
Re-Review	5 days
Tenant Improvements	5 days
New Commercial/Industrial (< than 10 million valuation)	7 days
New Commercial/Industrial (> than 10 million valuation)	15 days
Revisions to Approved Plans	1-5 days

**Emergency Response**

In the event of a local or regional disaster, all on-site CAA assigned staff will be accessible, available and prepared to respond to emergency calls regarding building related issues. We create rotational schedules to service emergencies as they occur, with a calling order to ensure no issues are left unaddressed. CAA provides and ensures disaster service kits are maintained to respond to disasters. CAA employees are required to be Disaster Service Worker certified in within 6 months of hire date. In addition, CAA will provide additional Building and/or Engineering Staff for emergency situations.

*“Even before Hurricane Michael, CAA has proven to be an invaluable resource to the City of Albany”, says Assistant City Manager Phil Roberson. “But their unwavering professionalism, hard work, and dedication to our residents during this emergency has been truly exceptional”*

For example, after hurricane Michael, the first category 3 hurricane to make a direct hit on the state of Georgia in more than a century and leaving widespread destruction in its wake in October 2018, CAA provided emergency Engineering and Building and Safety staff to the City of Albany. During this emergency, CAA’s most urgent effort was geared towards conducting timely no power inspections, followed by building repair and roofing inspections.

To further improve the expediency of the process, CAA doubled the number of staff assigned to the City temporarily, and the City’s Planning and Development Department extended its hours to provide permits and inspections over the weekend from 8:00 a.m. to 5:00 p.m. for a period of time. And despite the overwhelming influx of requests, inspections requested before 4:00 p.m. were still made the same day.

## CLIENT REFERENCES

The following list shows CAA's local projects with an outline of services provided to each client, as well as the period of time that we have been performing the referenced service. We invite you to contact any of these clients to obtain their opinion of the services we provide for them.

REFERENCES	SERVICES	SINCE
<b>Town of Breckenridge</b> Mark Truckey, Community Development Director (970) 542-3960 150 Ski Hill Road Breckenridge, CO 80424	Building & Safety	<b>2020</b>
<b>City of Central City</b> Ray W. Rears, Community Development Director (303) 582-5251 x 207 141 Nevada Street, Central City, CO 80427	Building & Safety	<b>2020</b>
<b>City of Commerce City</b> Russel Wonders, Assistant Building Official (303) 289-3796 7887 East 60th Avenue Commerce City, CO 80022	Plan Review	<b>2020</b>
<b>City of Fort Morgan</b> Steve Glammeyer, Director of Public Works (970) 542-3960 110 Main Street, Fort Morgan, CO 80701	Building & Safety	<b>2020</b>
<b>Town of Keenesburg</b> Debra Chumley, Town Manager (303) 732-4281 140 S. Main Street Keenesburg, CO 80643	Building & Safety Code Enforcement	<b>2019</b>
<b>Town of Bennett</b> Deb Merkle, Community Development Manager (303) 644-3249 401 S First Street, Bennett, CO 80102	Building & Safety Electrical Inspection	<b>2017</b> <b>2018</b>
<b>City of Wheat Ridge</b> Kenneth Johnstone, Community Development Director (303) 235-2844 7500 W. 29 <sup>th</sup> Ave., Wheat Ridge, CO 80033	Building & Safety	<b>2016</b>
<b>Town of Lyons</b> Victoria Simonsen, Town Administrator (303) 823-6622 432 5th Avenue, Lyons, CO 80540	Building & Safety	<b>2016</b>



## COST PROPOSAL

CAA provides all materials, resources, tools and training required for our professionals to perform their assigned duties, including vehicles, cell phones, iPads, and other technology devices that enhance our service. All of our services as well as any associated costs for labor, materials, equipment and supplies necessary to provide these services are included in our fees.

CAA will provide as needed code administration, inspection, and plan review services to the Town for the following share of total fees calculated for the assigned project.

<b>Fees Collected Per Project</b>	<b>CAA's % of Fees</b>
All building permit and plan review fees calculated for the project	65%

## DRAFT AGREEMENT

Please find a draft agreement included on the following pages.

# AGREEMENT

THIS AGREEMENT is made and entered into this 30th day of April, 2021, by and between the TOWN OF BLUE RIVER, hereinafter referred to as "Town", with principal offices at 0110 Whispering Pines Circle, Blue River, CO 80424, and CHARLES ABBOTT ASSOCIATES, INC., hereinafter referred to as "Consultant", with corporate offices located at 27201 Puerta Real, Suite 200, Mission Viejo, CA 92691 and local offices located at 390 Interlocken Crescent, 3rd Floor, Broomfield, CO 80021.

WHEREAS, The Town proposes to utilize the services of Consultant for Building Department Services.

WHEREAS, the Consultant has represented to the Town that the Consultant has the requisite qualifications and experience, and has the requisite facilities to properly perform the proposed services in a thorough, competent, professional, and workmanlike manner.

Now, therefore, in consideration of the foregoing and the mutual promises and covenants herein contained, the parties hereto agree as follows:

## **SCOPE OF SERVICES**

- A. Consultant will perform residential and commercial building inspections, including electrical inspections, plan reviews, and building official services as needed.
- B. Consultant will perform services based on directives issued by the Town. Consultant will not undertake any work, which will result in costs, expenses, or fees without written permission from the Town. Consultant will not further subcontract or assign said work to any other individual or company without consent of the Town.
- C. The Town may require Consultant to provide additional services beyond the items described above. For such services, the rates and quantities will be negotiated between the Town and Consultant. If approved by the Town, a written work order will be provided.
- D. Consultant and its employees acknowledge that they are independent contractors and not employees of the Town.

## **COMPENSATION**

- A. The Town shall compensate the Consultant for services rendered as outlined in Exhibit A. The compensation provided for in this Section shall be inclusive of all costs of whatsoever nature associated with the Scope of Services. Compensation shall only be changed by a properly authorized amendment to this Agreement.
- B. Consultant will provide monthly invoices, which will itemize all work performed and related charges for that work. The Town will pay each such invoice within 30 days of receipt of each invoice. Consultant will provide an unconditional release for any and all amounts due upon receiving payment from the Town. The Town will contact Consultant not later than 5 days of receipt of any invoice which is in dispute.

- C. If the Town requests additional services outside of the scope of this agreement, the rates for these additional services can be negotiated.
- D. The parties agree that all payments for plan reviews and inspections shall be made directly to the Town and that it shall be the responsibility of the Town to pay the Consultant in accordance with this Agreement. The Consultant is not authorized to seek payment of any fees directly from Permit Holders.
- E. No other expenses or allowances, including reimbursement of Consultant's expenses and mileage, are anticipated nor allowed.

### **TERM**

- A. The initial term of this Agreement shall be for a period of one (1) year commencing on May 1, 2021 and terminating at midnight on April 30, 2022.
- B. After the initial term, the Agreement shall automatically renew each year absent either parties' written notice of its decision to terminate this agreement as outlined below.
- C. This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- D. In addition to the foregoing, this Agreement may be terminated by either party for convenience and without cause by giving the other party written notice at least thirty (30) days in advance of the termination date. In the event of such termination, the Consultant will be paid for services rendered to the date of termination in accordance with the fee schedule provided in Exhibit A. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- E. Consultant will perform the services under this Agreement in a skillful and competent manner and according to the standards observed by a competent practitioner of the work in which Consultant is engaged. Services provided pursuant to this Agreement will be provided in a substantial, first class, and workmanlike manner to conform to the standards of quality normally provided in the field.

### **INSURANCE**

- A. Consultant will not begin work under this Agreement until it has obtained all insurance required hereunder from a company or companies rated A or better, nor will Consultant allow any additional Sub-Consultant to commence work for any part of this agreement until all insurance required of this Agreement (as outlined below) has been obtained.
- B. Throughout the term of this Agreement, at Consultant's sole cost and expense, Consultant will keep, or cause to be kept, in full force and effect, for the mutual benefit of the Town and Consultant the following insurance policies:

- General Liability Insurance – Providing protection of \$1,000,000 per occurrence / \$2,000,000 annual aggregate against claims and liabilities for personal injury, death, or property damage arising from Consultant’s activities.
- Professional Liability Insurance – Providing protection for at least \$2,000,000 per occurrence/annual aggregate against claims and liabilities of the Consultant.
- Automobile Liability Insurance – Providing protection for at least \$1,000,000 combined single limit.
- Worker’s Compensation Insurance – In accordance with the provisions of the laws of the State of Colorado.

All insurance required by this Agreement will be carried only with responsible insurance companies licensed to do business in the State of Colorado. General and Auto Liability policies will name the Town, its officers, agents and employees as additional insured.

**INDEMNIFICATION**

The Consultant shall defend, indemnify and hold harmless the Town, its officers, directors, employees, and agents from and against all Claims, to the extent arising out of Consultant’s gross negligence or willful misconduct in the performance of its obligations under this Agreement. The Town shall defend, indemnify and hold harmless the Consultant, its officers, directors, employees and agents from and against all Claims, to the extent arising out of the Town’s gross negligence or willful misconduct under this agreement.

**NONDISCRIMINATION BY CONSULTANT**

Consultant represents and agrees that Consultant does not and will not discriminate against any sub-consultant, employee, or applicant for employment because of race, religion, color, gender, handicap, or national origin. Such nondiscrimination will include, but not be limited to, the following: employment, upgrading, promotion, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**OWNERSHIP OF DOCUMENTS**

Consultant agrees that all original documents, plans, reports, and other materials developed during the course of providing the services specified in the Agreement will be the property of the Town and will be provided by the Consultant to the Town upon their completion.

**CONSULTANT’S RECORDS**

Consultant will keep records and invoices in connection with its work to be performed under this Agreement. Consultant will maintain complete and accurate records with respect to the costs incurred under this Agreement. All such records will be clearly identifiable. Consultant will allow a representative of the Town during normal business hours to examine, audit, and make transcripts or copies of such records. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five years from the date of final payment under this Agreement.

## **ENTIRE AGREEMENT**

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto, and contains all of the covenants and agreements between the parties with respect to rendering of services described herein. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with regard to such services by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise regarding such services not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

## **GOVERNING LAW AND VENUE**

- A. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado.
- B. Summit County will be the venue for any legal proceedings, including mediation, arbitration, or court actions that are initiated regarding this Agreement.

## **BREACH OF AGREEMENT**

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it will have ten days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the Town will have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement. The failure of the Town to object to any default in the performance of the terms and conditions of this Agreement will not constitute a waiver of either that term or condition or any other term or condition of this Agreement.

## **ATTORNEY'S FEES**

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

## **SON-SOLICITATION**

During and for a period of six (6) months following termination of this Agreement, the Town shall not directly or indirectly solicit for hire or engage any personnel (whether as employee, consultant or in any other capacity) of CAA with responsibilities related to this Agreement without CAA's prior written consent.

## **SEVERABILITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Town of Blue River

Charles Abbott Associates, Inc.  
27201 Puerta Real, Suite 200  
Mission Viejo, CA 92691

Michelle Eddy  
Print Name

Rusty R. Reed  
Print Name

Michelle Eddy  
Signature

Rusty R. Reed  
Signature

Town Manager  
Title

CEO/President  
Title

**Attachment A:**

**COST PROPOSAL**

CAA provides all materials, resources, tools and training required for our professionals to perform their assigned duties, including vehicles, cell phones, iPads, and other technology devices that enhance our service. All of our services as well as any associated costs for labor, materials, equipment and supplies necessary to provide these services are included in our fees.

CAA will provide as needed code administration, inspection, and plan review services to the Town for the following share of total fees calculated for the assigned project.

<b>Fees Collected Per Project</b>	<b>CAA's % of Fees</b>
All building permit and plan review fees calculated for the project	65%

# AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Amendment to Professional Services Agreement (“Amendment”) is made and entered into this 1st day of November, 2022, by and between the TOWN OF BLUE RIVER, hereinafter referred to as “Town”, with principal offices at 0110 Whispering Pines Circle, Blue River, CO 80424, and CHARLES ABBOTT ASSOCIATES, INC., hereinafter referred to as “Consultant”, with corporate offices located at 27201 Puerta Real, Suite 200, Mission Viejo, CA 92691 and local offices located at 4704 Harlan Street, Suite 512, Lakeside, CO 80212.

A. WHEREAS, the Parties entered into a Professional Services Agreement dated April 30th, 2021 (the “Agreement”), by which Consultant agrees to provide Building Department Services to the Town; and

B. WHEREAS, the Parties wish to amend the fee structure stated in the original agreement.

NOW THEREFORE, in consideration of the promises and obligations set forth below, the Parties agree to amend the Professional Services Agreement as follows:

1. The Parties agree to the following fee schedule, attached hereto and incorporated herein by this reference (Attachment A), to provide Building Department Services to the City.
2. Except as amended herein, the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have set their hands to this Amendment on the day and year above first written.

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

Charles Abbott Associates, Inc.  
27201 Puerta Real, Suite 200  
Mission Viejo, CA 92691

Michelle Eddy  
\_\_\_\_\_  
Print Name

Rusty R. Reed  
\_\_\_\_\_  
Print Name

*Michelle Eddy*  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Town Manager  
\_\_\_\_\_  
Title

CEO/President  
\_\_\_\_\_  
Title



**Attachment A:**

**COST PROPOSAL**

CAA provides all materials, resources, tools and training required for our professionals to perform their assigned duties, including vehicles, cell phones, iPads, and other technology devices that enhance our service. All of our services as well as any associated costs for labor, materials, equipment and supplies necessary to provide these services are included in our fees.

CAA will provide as needed code administration, inspection, and plan review services to the Town for the following share of total fees calculated for the assigned project.

<b>Fees Collected Per Project</b>	<b>CAA's % of Fees</b>
All building permit and plan review fees calculated for the project	75%



**BLUE RIVER BOARD OF TRUSTEES MEETING SEPTEMBER 2024**

September 17, 2024 at 5:00 PM  
0110 Whispering Pines Circle, Blue River, CO

---

**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.

**REGULAR MEETING:**

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

Mayor Decicco called the meeting to order at 5:00 p.m.

PRESENT

Mayor Nick Decicco

Trustee Jonathon Heckman

Trustee Noah Hopkins

Trustee Ted Slaughter

Trustee Barrie Stimson

Trustee Jodie Willey

Also present: Town Manager Michelle Eddy; Town Attorney Bob Widner

**II. EXECUTIVE SESSION**

Trustee Decicco moved to hold an executive session pursuant to CRS Section 24-6-402(4)(b) to receive legal advice concerning the law and authorization to impose a moratorium on development and the process for amending HB 1041 Regulations for Areas and Activities of State Interest. Trustee Hopkins seconded at 5:00 p.m. Motion passed unanimously.

Trustee Decicco moved and Trustee Heckman seconded to adjourn out of executive session at 5:36 p.m. with no action taken. Motion passed unanimously.

**III. APPROVAL OF CONSENT AGENDA**

Motion made by Mayor Decicco, Seconded by Trustee Willey 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 August 20, 2024
- B. Approval of Bills-\$37,061.64

**IV. COMMUNICATIONS TO TRUSTEES**

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

Dan Cleary-Rustic Terrace asked about the trail/land acquisition. He asked about the entry exit at the Tarn. He noted the Upper Blue and Countywide Commissions have not met this summer. Manager Eddy noted card received from the Pilling family.

**V. ORDINANCE CONSIDERATION FOR APPROVAL**

C. Ordinance 2024-03 Establishing a Moratorium for Certain Development within the Town to Allow for a Study of Natural Resource Areas and Natural Hazard Areas

Mayor Decicco opened the public hearing on Ordinance 2024-03 at 5:40 p.m. Attorney Widner referred to the ordinance memo.

No comments were received.

The public hearing was closed at 5:45 p.m.

Trustee Hopkins moved, and Trustee Heckman seconded to approve Ordinance 2024-03 Establishing a Moratorium for Certain Development within the Town to Allow for a Study of Natural Resource Areas and Natural Hazard Areas Declaring an Emergency. Motion passed unanimously.

**VI. RESOLUTIONS**

D. Resolution 2024-09 A Resolution Of The Town Of Blue River Board Of Trustees Calling For An Election on December 17, 2024, To Be Conducted As A Mail In Ballot Election For The Purpose Of Filling A Vacancy On The Board Of Trustees.

Attorney Widner discussed the memo included.

Trustee Willey moved and Trustee Decicco seconded to approve Resolution 2024-09 A Resolution Of The Town Of Blue River Board Of Trustees Calling For An Election on December 17, 2024, To Be Conducted As A Mail In Ballot Election For The Purpose Of Filling A Vacancy On The Board Of Trustees. Motion passed unanimously.

**VII. NEW BUSINESS**

E. 2025 Budget Discussion

Manager Eddy reviewed the enclosed memo and noted this was for discussion purposes to determine if requested items should be included and if there are any other items to be considered in the 2025 budget. It was noted that Finance Committee met and reviewed the draft budget.

Discussion of budget line items presented. Discussion for Board members to email questions ahead of the October meeting. A draft budget for first reading will be presented in October.

**VIII. REPORTS**

F. Mayor

Mayor Decicco reviewed the need to provide questions to staff ahead of the meetings. He requested staff develop a report for October reviewing how the agenda is developed and how to place items on the agenda.

G. Trustee Reports

- Citizen Advisory Committe-Hopkins
- Planning & Zoning Commission-Heckman
- Wildfire Council-Slaughter

Trustee Hopkins noted the Town Party was a great success and thanked Citizen Advisory and staff for their work on the celebration.

Trustee Heckman referred to the Planning & Zoning Commission report. Discussion of a shed permitted on Hwy 9 as well as permit fees and enforced. Discussion to have a joint work session with the Planning & Zoning Commission in October.

Wildfire Council-Trustee Slaughter had no report.

H. Attorney

Attorney Widner introduced Molly Schultz, an attorney in his office.

I. Staff Report

Chief Close noted appreciation of the collaboration on the new school bus stop.

**IX. ADJOURN**

Trustee Hopkins moved and Trustee Willey seconded adjourn at 6:25 p.m. Motion passed unanimously.

**NEXT MEETING -**

October 15, 2024

Respectfully Submitted

Michelle Eddy, MMC

Town Clerk

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

**From:** [Robert Widner](#)  
**To:** [Michelle Eddy](#)  
**Cc:** [Chris Price](#); [Maureen Juran](#)  
**Subject:** Executive Session Statement  
**Date:** Thursday, October 10, 2024 12:37:55 PM  
**Importance:** High

---

Michelle:

In accordance with C.R.S Section 24-6-402(2)(d.5), this email message is intended to constitute a signed statement of the local body attorney who was in attendance at an executive session.

An executive session was held on September 17, 2024, following the unanimous approval by the Board of Trustees (6-0 vote, one trustee position vacant) of a motion which stated:

I move pursuant to CRS 24-6-402(4)(b) and (e) to receive legal concerning the statutory processes for the local consideration of areas and activities of state interest, potential threat of litigation, and to devise negotiation strategy and instruct negotiators concerning a state agency proposal for the use of State Highway 9.

I attest that this executive session, in its entirety, constituted a privileged attorney-client communication. The executive session was limited to the topic(s) described. The Board made no formal decision or vote during the executive session. The Board did, however, listen to the information I provided as their attorney, asked questions to better understand the legal issues and advice, concurred with the legal advice offered and, based on such privileged discussion and advice, concurred with the recommended legal advice on how to proceed. The Board's concurrence effectively instructed me, as their negotiator, on how to proceed in implementing the legal advice. In instructing me on how to proceed, the Board's instruction was also privileged attorney-client communication because such client instruction to its attorney is a customary and necessary part of the attorney-client relationship and communication.

Please consider this email message as signed by me. Also, please retain this message as part of the minutes of the meeting at which the executive session was held.

Robert (Bob) Widner  
Town Attorney/General Counsel to Blue River, Colorado

Widner Juran LLP  
13133 E. Arapahoe Road, Suite 100  
Centennial, Colorado 80112  
[rwidner@lawwj.com](mailto:rwidner@lawwj.com)  
Phone: (303) 246-6131  
[www.lawwj.com](http://www.lawwj.com)

P Please consider the environment before printing this email.

CONFIDENTIALITY NOTICE: This message and any accompanying documents are intended only for the use of the individual or entity to which they are addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message and the accompanying documents is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone (303-754-3399).



# Town of Blue River

Section II, Item B.

## A/P Aging Summary As of September 30, 2024

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
Beetle Kill Tree Guys Inc		300.00				\$300.00
Charles Abbott Associates		11,948.78				\$11,948.78
Early Childhood Options		4,654.33				\$4,654.33
Fresh & Clean Ltd.				25.00		\$25.00
Land Title Guarantee Company				10.00		\$10.00
Northwest Colorado Auto and Truck Parts	34.49					\$34.49
Ridge Street Kitchen		515.00				\$515.00
<b>TOTAL</b>	<b>\$34.49</b>	<b>\$17,418.11</b>	<b>\$0.00</b>	<b>\$35.00</b>	<b>\$0.00</b>	<b>\$17,487.60</b>





## Lot Line Adjustment Application

Legal Description: Lot: 418 and 419 Subdivision: Coronet  
 Physical Address: 0588 Coronet Dr Blue River Co 80424  
 Homeowner Name: Shanan and Jim Cox Phone: 303 591-1985  
 Mailing Address: 0588 Coronet Dr Blue River Co 80424  
 Email: JSWFJ COX @ hot mail.com

### Requirements

#### Sec. 17-1-30. Partial replatting of approved subdivisions.

The procedure for the amendment or partial replatting of approved subdivisions, including lot line adjustments, lot line vacations and resubdivision of single-family lots as duplex lots shall be as follows:

- (1) Applications for the amendment or partial replatting of approved subdivisions, including lot line adjustments, lot line vacations and re-subdivision of single-family lots as duplex lots, shall include the following:
  - a. An application form, signed by the owner of the property, in a format prescribed by the Town, including a brief description of the purpose of the application, a legal description and the name and address of the property owner, together with evidence of ownership and any liens against the property (such as an informational title commitment).
  - b. An application deposit in the amount of five hundred dollars (\$500.00) for lot line adjustments or two hundred (\$200.00) for other applications, which deposit will be used to pay actual review costs, including attorney and engineering costs and any recording, publication or other miscellaneous fees and costs. If such costs are less than the deposit, the difference shall be refunded to the applicant. If the costs are more than the deposit, the applicant shall pay all amounts due in full before approval.
  - c. A copy of the original plat, or relevant portion thereof, which would be affected by approval of the application and a vicinity map indicating the location of the property.
  - d. The names and addresses of any property owners within three hundred (300) feet of the property.
  - e. A plat in recordable form, at a minimum meeting the requirements for plats of the *Summit County Land Use and Development Code*, Section 8700 and Appendix 8-3, Standard Plat Certificates and Notes, subject to the following changes and unless otherwise approved by the Town Attorney:
    1. Change "Summit County" or "County of Summit" to "Town of Blue River."
    2. "Summit County Clerk and Recorder" – no change.
    3. Change "Summit County Planning Commission" to "Town of Blue River Planning and Zoning Commission."
    4. Change "Board of County Commissioners" to "Board of Trustees."

Said plat shall contain the following additional certificate:

This plat is approved for recording by the Board of Trustees of the Town of Blue River the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

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

The plat shall state the name of the original subdivision and show all easements and rights-of-way for roads and utility lines as constructed. The plat shall state the purpose of the resubdivision or partial replatting of the subdivision. In the case of lot line adjustments and lot line vacations, the plat shall also show the existing lot line and, in the case of lot line adjustments, the new lot line.

f. Letters of consent from any utility companies identified on the plat as having the right of use of any easements which will be affected by approval of the application.

(2) Any application for a lot line vacation shall also contain a restrictive covenant for recording, in a form prescribed by the Town, wherein the owner agrees for himself or herself and successors and assigns that, if the lot line vacation is approved, there shall be no future resubdivision of the new lot.

(3) Procedure for review of application.

a. The Town Attorney will determine if the application is complete. If the Town Attorney determines that any application may materially affect third parties, a public hearing shall be conducted pursuant to Section 16-2-60 of this Code.

b. Within thirty (30) days of the receipt of a complete application, the Planning and Zoning Commission shall review the application and recommend to the Board of Trustees approval, approval with conditions or denial of the application. An application shall be approved only if:

- 1. Except in the case of an application for resubdivision of single-family lots as duplex lots, no additional lots will be created;
- 2. No lots will be created which do not comply with zoning requirements;
- 3. No lots will be created which cannot be built upon under the regulations of the Town;
- 4. No other lot lines within the subdivision are affected; and
- 5. In the case of resubdivision of a single-family lot as a duplex lot, the single-family lot was approved as a duplex lot but not originally subdivided as such.

c. At its next regular meeting following the receipt of the recommendation of the Planning and Zoning Commission, the Board of Trustees shall consider the recommendation and shall deny the application or approve the plat for recording, with or without conditions. (Prior code 7-1-8; Ord. 05-03 §5, 2005; Ord. 06-01 §1, 2006)

**RESTRICTIVE COVENANT FOR THE VACATION OF LOT LINES**

**THIS RESTRICTIVE COVENANT** ("Covenant") is entered into this 26 day of August, 2004, by and between Sharon and Jim Cox, whose address is 0588 Coronet Dr ("Grantor"), and the **TOWN OF BLUE RIVER, COLORADO**, by and through its Board of Trustees, whose address is P. O. Box 1784, Breckenridge, Colorado, 80424 ("Grantee"), for the purpose of forever restricting the use of and on the subject property.

**RECITALS**

- A. Grantor warrants that it is the sole and lawful owner of property located in the Town of Blue River, Colorado, and identified as 0588 Coronet Dr, Blue River lots 418 and 419 ("the Property"), and is authorized to enter into this agreement; and
- B. The Property is currently within an R-1 zoning district, as defined in the Blue River, Colorado Zoning Code. The R-1 zoning designation on this Property allows single-family residential dwellings on the Property and certain accessory uses as enumerated in the Blue River Zoning Code; and
- C. Grantor wishes to vacate the lot line between Lots 418 and 419 for the purpose of creating one parcel to be known as Lot 419 and
- D. Grantor further agrees to abide by the existing R-1 zoning designation on the Property, as such zoning may be revised from time to time in the future. Grantor enters into this restrictive covenant with full knowledge and understanding of the density restrictions which will be imposed upon said Property as a result of the subject lot line vacation and this covenant.

**AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby covenants and agrees to restrict any future subdivision of the Property, subject to the following terms and conditions:

- 1. Grantor covenants and warrants that the Property shall not be subdivided in the future, at any time and for any purpose, by any lawful manner; including, but not limited to, action under the Blue River Town Code, by operation of law, or by order of any court as detailed in Section 30-28-101 (10), C.R.S. Grantor covenants that the Property shall at all times in the future consist of only one lot.
- 2. This Covenant shall constitute a restrictive covenant which shall run with the land in perpetuity for the benefit of Grantee. The terms and obligations of this Covenant shall be binding upon all parties hereto, and their respective heirs, successors and assigns.
- 3. This Covenant expressly inures to the benefit of and is enforceable by Grantee. Grantee shall have the right to prevent and correct or require correction of violations of the terms and purposes of this Covenant by injunction or otherwise. In the event of any litigation, the prevailing party shall recover its costs and reasonable attorney's fees. Enforcement of the terms and provisions of this Covenants shall be at the discretion of the Grantee and any failure of Grantee to discover a violation or any forbearance to exercise its rights hereunder shall not be deemed or construed to be a waiver of such terms or of any subsequent breach of the same or any other term of this Covenant or of any of the Grantee's rights hereunder or an abandonment of any duties or responsibilities hereunder.
- 4. Grantor waives any defense of laches, estoppel, prescription, and any and all requirements in Section 38-41-119, C.R.S. that require Grantee to bring action to enforce the terms of this

Covenant or to compel the removal of any building or improvement on the Property within one year from the date of the violation.

5. Grantee shall record this instrument in a timely fashion in the official records of Clerk and Recorder of Summit County, and Grantee may re-record it at any time as may be required to preserve its rights in the Covenant.

6. The interpretation and performance of the Covenant shall be governed by the laws of the State of Colorado. Venue shall only proper in Summit County, Colorado.

7. In the case one or more of the provisions contained in the Covenant, or any application hereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforce ability of the remaining provisions contained in this Covenant and application thereof shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties have executed this Covenant, as of the date first above written.

Grantor:

\_\_\_\_\_

Grantee:

TOWN OF BLUE RIVER, COLORADO

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

ATTEST:

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

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me on \_\_\_\_\_, 20\_\_  
by \_\_\_\_\_, as Grantor.

Witness my hand and official seal.

Notary Public: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 200\_\_, by  
\_\_\_\_\_, as Mayor, and \_\_\_\_\_, a Town Clerk, Town of  
Blue River, Colorado, as Grantee.

Witness my hand and official seal.

Notary Public: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



# Plat Amendment Application Form

## 1. Please check the action requested:

Lot Line Adjustment (LLA)

A Lot Line Adjustment will change an existing platted area. The lot line adjustment process allows one or more Property Owners to move, change, modify or relocate an existing lot line located between two or more lots, without creating additional lots and without substantially modifying the original subdivision. This type of adjustment requires a public hearing before either the Planning Commission or the Town Board of Trustees. Where more than one Property Owner owns the lots that will be affected by the lot line adjustment, all Property Owners must complete a Lot Line Adjustment Application.

Check this box if the proposed Lot Line Adjustment involves lots owned by two or more Property Owners.

Lot Consolidation

A Lot Consolidation will change an existing platted area by combining two or more lots into a fewer number of lots. The lot consolidation process allows a Property Owner to combine two or more previously platted lots through the elimination of lot lines for the purpose of creating a single lot. This type of replat requires a public hearing before either the Planning Commission or the Town Board of Trustees.

Plat Text Amendment

The Plat Text Amendment process allows one or more Property Owners to modify, amend, add, or delete a written note, restriction, limitation, condition, or other obligation, right, or duty that is stated on a recorded plat that affects their respective lots. This type of replat requires a public hearing before either the Planning Commission or the Town Board of Trustees.

Check this box if the proposed Lot Line Adjustment involves lots owned by two or more Property Owners.

## 2. Property, Applicant and Owner Information:

Property Address (or general location if not addressed): 0588 Coronet Dr. Blue River, Co  
80424

Legal Description: Lot 418 419 Block      Subdivision Coronet (or attach description)

Lot Area (in square feet or acres): 82,764 Existing Zoning: B1

Existing Use of Property: Residential

Property Owner's Name: Shanan G Cox Living Trust; Jim Cox and Shanan Cox, Trustees

Phone: 303 591-1985

Owner's Email: JSWFJCOX@hotmail.com

Check this box if another person (identified below) is acting as an Agent on behalf of the Property Owner and is authorized to act on behalf of the Property Owner in processing the Plat Amendment. Please note: The Owner, and not the Agent, must sign the applicable Plat Amendment instrument, if approved by the Town, which is recorded with the County Clerk & Recorder's Office.

**Applicant as Agent for Property Owner:**

Name: \_\_\_\_\_

Company (if applicable): \_\_\_\_\_

Phone: \_\_\_\_\_

Agent's Mailing Address: \_\_\_\_\_

Agent's Email: \_\_\_\_\_

**3. Project Information:**

A. Please describe the Project. vacate lot line between lots 418 and 419, Coronet subdivision, making one lot.

B. If the Project involves an LLA and a potential transfer parcel, is there an agreement between the owners of both parcels? If written, please attach. If verbal, please describe.

C. If the Project involves an LLA, will there be legal access from a public road to both parcels?

Yes  No Show access to both parcels after adjustment on a sketch map and describe:

D. Describe any practical problems with any new access from a public road to both parcels (None, AWD only, 4 WD only, ATV only, motorcycle/bicycle only, or foot only):

None

E. Are there any existing wells and water lines?  Yes  No on lot 419

F. Does the Project change ownership of any existing wells?  Yes  No

G. Are there any existing on-site sewage disposal systems?  Yes  No *on lot 414*

H. Does the Project change ownership of any portion of the existing sewage system?

Yes  No

I. Are there any existing liens against all or any portion of either parcel?  Yes  No

J. Are there any covenants or property owners' association rules and regulations (in any form) that are applicable to either existing parcel, which would prohibit this Project? If yes, please explain:

*- None -*

K. Surveyor:

Name: \_\_\_\_\_ License #: \_\_\_\_\_

**Signature of Property Owner:**

*First Parcel Owner*

The undersigned person represents that they are the legal owner of record of the property identified in this application and that the information contained herein is true and accurate to the best of my knowledge. Further, the undersigned authorizes the Agent identified in this application to act on the Property Owner's behalf in the processing of the application.

*Shanan G Cox*

Signature

*Shanan G Cox*

Print Name

*Aug 25*, 20*24*

Date

*Second Parcel Owner*

The undersigned person represents that they are the legal owner of record of the property identified in this application and that the information contained herein is true and accurate to the best of my knowledge. Further, the undersigned authorizes the Agent identified in this application to act on the Property Owner's behalf in the processing of the application.

Signature

\_\_\_\_\_, 20\_\_\_\_  
Date

**FOR STAFF USE ONLY**

Application received by: \_\_\_\_\_ Date/Time: \_\_\_\_\_

Fee: \_\_\_\_\_ Date Fee Paid: \_\_\_\_\_ Receipt #: \_\_\_\_\_ Check #: \_\_\_\_\_

Project Name: \_\_\_\_\_

File Name: \_\_\_\_\_





1019571

Kathleen Neel - Summit County Recorder

**QUIT CLAIM DEED** *file*

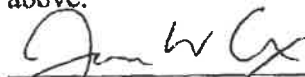
**THIS DEED**, made this 5<sup>th</sup> day of ~~January~~ <sup>February</sup> 2013, between James W. Cox and Shanana Cox of the County of Jefferson, State of Colorado, GRANTORS, and the SHANAN G. COX LIVING TRUST, dated June 15, 2012, (the legal address of which is 2215 Afton Lane, Evergreen, CO 80439), State of Colorado, GRANTEE.


**WITNESSETH**, that the Grantors, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), the receipt and sufficiency of which is hereby acknowledged, have demised, released, sold, conveyed, and QUIT CLAIMED, and by these presents do demise, release, sell, convey, and QUIT CLAIM unto the Grantees, its successors and assigns forever, all the right, title, interest, claim, and demand which the Grantors have in and to the real property, together with improvements, if any, situate, lying, and being in the lying and being in the County of Summit and the State of Colorado, described as follows:

Lots 418 and 419, The Coronet Subdivision - Blue River Estates, Inc. according to the Plat thereof recorded July 27, 1965 at Reception No. 102530, County of Summit, State of Colorado.

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining and all the estate, right, title, interest, and claim whatsoever, of the Grantors, either in law or equity, to the only proper use, benefit and behoof of the Grantee, its successors and assigns forever.

**IN WITNESS THEREOF**, the Grantors have executed this deed on the date set forth above.

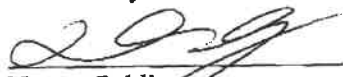
  
 \_\_\_\_\_  
 James W. Cox, Grantor

  
 \_\_\_\_\_  
 Shanana Cox, Grantor

STATE OF COLORADO )  
 ) ss  
 COUNTY Summit )

On February 5<sup>th</sup>, 2013, before me personally appeared James W. Cox and Shanana Cox, known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed for the purposes and consideration herein contained.

Witness my hand and official seal.

  
 \_\_\_\_\_  
 Notary Public  
 My commission expires: 5/11/16

**Dana Galenski**  
**Notary Public**  
**State of Colorado**

My Commission Expires 05/11/2016

Davis Schilken, PC  
 Attn: Brandy Noriega  
 7887 E. Belleview Ave. Ste 820  
 Denver, CO 80111



1019572

Kathleen Neel - Summit County Recorder

STATEMENT OF AUTHORITY

The undersigned, as trustees of the SHANAN G. COX LIVING TRUST, dated June 15, 2012, hereby issue this statement of authority pursuant to Colorado Revised Statutes §38-30-108.5 and §38-30-172.

1. The SHANAN G. COX LIVING TRUST is a revocable living trust formed under the laws of the State of Colorado.

2. The trustees and mailing address for the trust are:

SHANAN G. COX  
2215 Afton Lane  
Evergreen, CO 80439

JAMES W. COX, JR.  
2215 Afton Lane  
Evergreen, CO 80439

3. The acting trustee or trustees of the trust are the only persons authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the trust. There are no limitations on the authority of the trustee or trustees of the trust concerning the manner in which the trust deals with any interest in real property.

Signed and dated this 5<sup>th</sup> day of February, 2013.

SHANAN G. COX, Trustee

JAMES W. COX, JR., Trustee

STATE OF COLORADO )  
 )ss.  
COUNTY OF Summit )

Subscribed to and sworn before me by SHANAN G. COX and JAMES W. COX, JR., as trustees of the SHANAN G. COX LIVING TRUST, on the 5<sup>th</sup> day of February, 2013.

Dana Galenski  
Notary Public  
State of Colorado  
My Commission Expires 05/11/2016

Notary Public

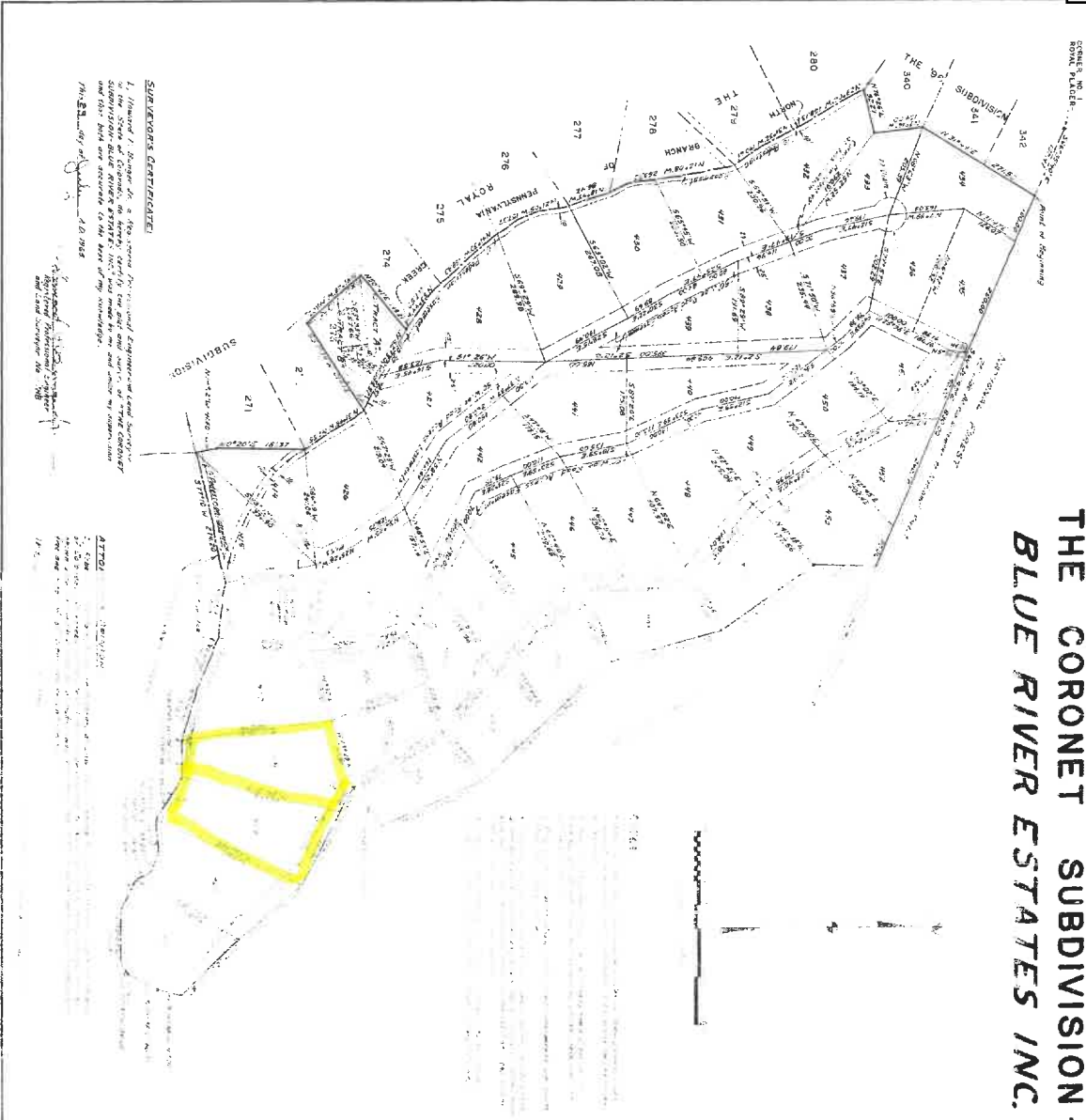
My commission expires: 5/11/16

Davis Schilken, PC  
Attn: Brandy Noriega  
7887 E. Belleview Ave. Ste 820  
Denver, CO 80111

C. Copy of Original Plat

# THE CORONET SUBDIVISION - BLUE RIVER ESTATES INC.

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_



**SURVEYOR'S CERTIFICATE**

I, Howard J. Soper, Jr., a duly sworn and licensed engineer and land surveyor in the State of Colorado, do hereby certify that said plat was prepared in accordance with the provisions of the laws of Colorado relating to the subdivision of land, and that the same is a true and correct copy of the original plat as filed in my office on this 14th day of October, A.D. 1928.

Witness my hand and seal of office at Denver, Colorado, this 14th day of October, A.D. 1928.

*Howard J. Soper, Jr.*  
 Surveyor

**ATTORNEY**

Name	Address
W. B. Soper	1414 Broadway
W. B. Soper	1414 Broadway
W. B. Soper	1414 Broadway
W. B. Soper	1414 Broadway

**COURT CLERK AND RECORDER'S ACKNOWLEDGEMENT**

Received for filing in the office of the Clerk and Recorder of Summit County, Colorado, this 14th day of October, A.D. 1928.

Registration Number \_\_\_\_\_ Title \_\_\_\_\_

County \_\_\_\_\_ and State \_\_\_\_\_

**ASSIGNMENT:**

That all the lots in this subdivision, except those lots shown in the yellow shaded area, were sold to and assigned to the City of Denver, Colorado, in conformity with the provisions of the laws of Colorado relating to the subdivision of land, and that the same are now owned and held by the City of Denver, Colorado, as a result of the action of the Board of Commissioners of the City of Denver, Colorado, on this 14th day of October, A.D. 1928.

**WITNESSES:**

Witness my hand and official seal at Denver, Colorado, this 14th day of October, A.D. 1928.

By *Howard J. Soper, Jr.*  
 Surveyor

**DECLARATION:**

That the undersigned, Howard J. Soper, Jr., a duly sworn and licensed engineer and land surveyor in the State of Colorado, do hereby certify that the above and foregoing plat was prepared in accordance with the provisions of the laws of Colorado relating to the subdivision of land, and that the same is a true and correct copy of the original plat as filed in my office on this 14th day of October, A.D. 1928.

Witness my hand and seal of office at Denver, Colorado, this 14th day of October, A.D. 1928.

*Howard J. Soper, Jr.*  
 Surveyor

**DEED:**

That the undersigned, Blue River Estates, Inc., do hereby certify that the above and foregoing plat was prepared in accordance with the provisions of the laws of Colorado relating to the subdivision of land, and that the same is a true and correct copy of the original plat as filed in my office on this 14th day of October, A.D. 1928.

Witness my hand and seal of office at Denver, Colorado, this 14th day of October, A.D. 1928.

*Blue River Estates, Inc.*  
 President

**THE CORONET SUBDIVISION -  
BLUE RIVER ESTATES, INC.**

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

DEPARTMENT OF REVENUE

# 102530

D. The names and addressees of any property owners within three hundred feet of the property:

Schedule	Name	Address
101081	Town of Breckenridge	P O Box 168, Breckenridge, Co 80424-0168
100095	Bill Frederick Trust	16421 Bonnie Ln, Los Gatos, Ca 95032-4714
100258	Guarding Your Investments LLC.	8252 S43rd St, Franklin,WI 53132-7915
100369	Holly Lane LLC	22316 S Shore Dr., Waterloo NE 68069-0000
101299	Kniffen Revocable Living Trust, Glen Mitchell	8105 S Adams Way, Centennial Co 80122-3605
101276	Randall Nations	P O Box 4149, Breckenridge, Co 80424-4149
6505313	Peterson Family Trust	P O Box 3596, Breckenridge, Co 80424-3569
101300	John T. Schillingburg	5196 N Ocean Dr, Rivera Beach, FL 33404-0000
4008686	U S Dept of Agriculture	P O Box 620, Silverthorne Co 80498-0620
100390	Kathleen A Valenta	19 S LAGrange Rd Ste 200, LAGrange IL 60525-6332

SCHEDULE, FULLNAME, ADDRESS, CITYSTATEZIP

101081,Property Owner,PO BOX 168,BRECKENRIDGE CO 804240168  
6515388,Property Owner,905 COUNTY ROAD 65,KILLEN AL 356455937  
6515389,Property Owner,905 COUNTY ROAD 65,KILLEN AL 356455937  
100095,Property Owner,16421 BONNIE LANE,LOS GATOS CA 950324714  
100258,Property Owner,8252 S 43RD ST,FRANKLIN WI 531327915  
100369,Property Owner,22316 S SHORE DR,WATERLOO NE 680690000  
101299,Property Owner,8105 S ADAMS WAY,CENTENNIAL CO 801223605  
101276,Property Owner,PO BOX 4149,BRECKENRIDGE CO 804244149  
6505313,Property Owner,PO BOX 3596,BRECKENRIDGE CO 804243596  
101300,Property Owner,5196 N OCEAN DR,RIVERIA BEACH FL 334040000  
4008686,Property Owner,PO BOX 620,SILVERTHORNE CO 804980620  
100390,Property Owner,19 S LA GRANGE RD STE 200,LA GRANGE IL 605256332

OWNERS' CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT SHANAN G COX LIVING TRUST, BEING THE OWNER OF THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN THE COUNTY OF SUMMIT, STATE OF COLORADO:

LOTS 418 AND 419, CORONET SUBDIVISION, AS SHOWN ON THE PLAT RECORDED JULY 20th, 1985 UNDER RECEPTION NO. 102630 OF THE RECORDS OF THE CLERK AND RECORDER OF SUMMIT COUNTY, COLORADO HAS LAID OUT, SUBDIVIDED AND PLATTED THE SAME INTO LOTS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND STYLE OF AMENDED REPLAT, LOT 419R, CORONET SUBDIVISION; AND BY THESE PRESENTS, DO HEREBY SET APART AND DEDICATE TO THE PERPETUAL USE OF THE PUBLIC ALL OF THE STREETS, ALLEYS AND OTHER PUBLIC WAYS AND PLACES AS SHOWN HEREON, AND FURTHER HEREBY DEDICATES THOSE PORTIONS OF LAND LABELED AS EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AS SHOWN HEREON.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024

SHANAN G COX LIVING TRUST  
By: SHANAN G. COX, TRUSTEE

STATE OF COLORADO )  
                                  ) SS.  
COUNTY OF SUMMIT )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024, BY SHANAN G. COX, TRUSTEE.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC

AMENDED REPLAT  
LOTS 418 AND 419  
CORONET SUBDIVISION  
LOCATED IN THE SEC. 1, T8S, R78W OF THE 6TH P.M.  
TOWN OF BLUE RIVER, COUNTY OF SUMMIT  
STATE OF COLORADO

TITLE COMPANY CERTIFICATE

AND TITLE GUARANTEE COMPANY, DOES HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE TO ALL LANDS SHOWN HEREON AND ALL LANDS HEREIN DEDICATED BY VIRTUE OF THIS PLAT AND TITLE TO ALL SUCH LANDS IS IN THE DEDICATOR FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2024.

AGENT

APPROVAL BY CHAIRMAN OF BOARD OF COUNTY COMMISSIONERS:

I, \_\_\_\_\_, ON BEHALF OF THE SUMMIT COUNTY BOARD OF COUNTY COMMISSIONERS DO HEREBY APPROVE THIS SUBDIVISION PLAT ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024, AND HEREBY ACCEPT DEDICATION OF UTILITY EASEMENTS AS SHOWN HEREON.

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

TREASURER'S CERTIFICATE

I THE UNDERSIGNED DO HEREBY CERTIFY THAT THE ENTIRE AMOUNT OF TAXES AND ASSESSMENTS DUE AND PAYABLE AS OF \_\_\_\_\_ UPON ALL PARCELS OF REAL ESTATE DESCRIBED ON THIS PLAT ARE PAID IN FULL.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

SIGNATURE \_\_\_\_\_  
SUMMIT COUNTY TREASURER

BOARD OF TRUSTEES CERTIFICATE

THIS PLAT APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BLUE RIVER, COLORADO THIS DAY OF OCTOBER \_\_\_\_, 2024, FOR FILING WITH THE CLERK AND RECORDER OF SUMMIT COUNTY, COLORADO AND FOR THE CONVEYANCE TO AND ACCEPTANCE BY THE TOWN OF BLUE RIVER OF THE PUBLIC DEDICATIONS SHOWN HEREON; SUBJECT TO THE PROVISION THAT APPROVAL IN NO WAY OBLIGATES THE TOWN OF BLUE RIVER FOR MAINTENANCE OF ROADS DEDICATED TO THE PUBLIC UNTIL CONSTRUCTION OF IMPROVEMENTS THEREON SHALL HAVE BEEN COMPLETED IN ACCORDANCE WITH TOWN OF BLUE RIVER SPECIFICATIONS, AND THE BOARD OF TRUSTEES OF THE TOWN OF BLUE RIVER HAS BY A SUBSEQUENT RESOLUTION AGREED TO UNDERTAKE MAINTENANCE OF THE SAME. THIS APPROVAL DOES NOT GUARANTEE THAT SOIL CONDITIONS, SUBSURFACE GEOLOGY, GROUND WATER CONDITIONS, OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT OR ANY OTHER REQUIRED PERMIT WILL BE ISSUED. THIS APPROVAL IS WITH THE UNDERSTANDING THAT ALL EXPENSES INVOLVING ALL IMPROVEMENTS REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT THE TOWN OF BLUE RIVER.

MAYOR, TOWN OF BLUE RIVER

ATTEST:

NICHOLAS DECICCO

TOWN CLERK

PLANNING AND ZONING COMMISSION CERTIFICATE

THIS PLAT WAS RECOMMENDED FOR APPROVAL BY THE TOWN OF BLUE RIVER PLANNING AND ZONING COMMISSION THIS DAY OF OCTOBER \_\_\_\_, 2024.

CHAIRPERSON

ATTEST:

NAME: \_\_\_\_\_  
BLUE RIVER PLANNING & ZONING COMMISSION

TOWN CLERK

CLERK AND RECORDERS CERTIFICATE

THIS PLAT WAS ACCEPTED FOR FILING IN THE OFFICE OF THE SUMMIT COUNTY CLERK AND RECORDER ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024 AND FILED FOR RECORD AT UNDER RECEPTION No. \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
SUMMIT COUNTY CLERK AND RECORDER

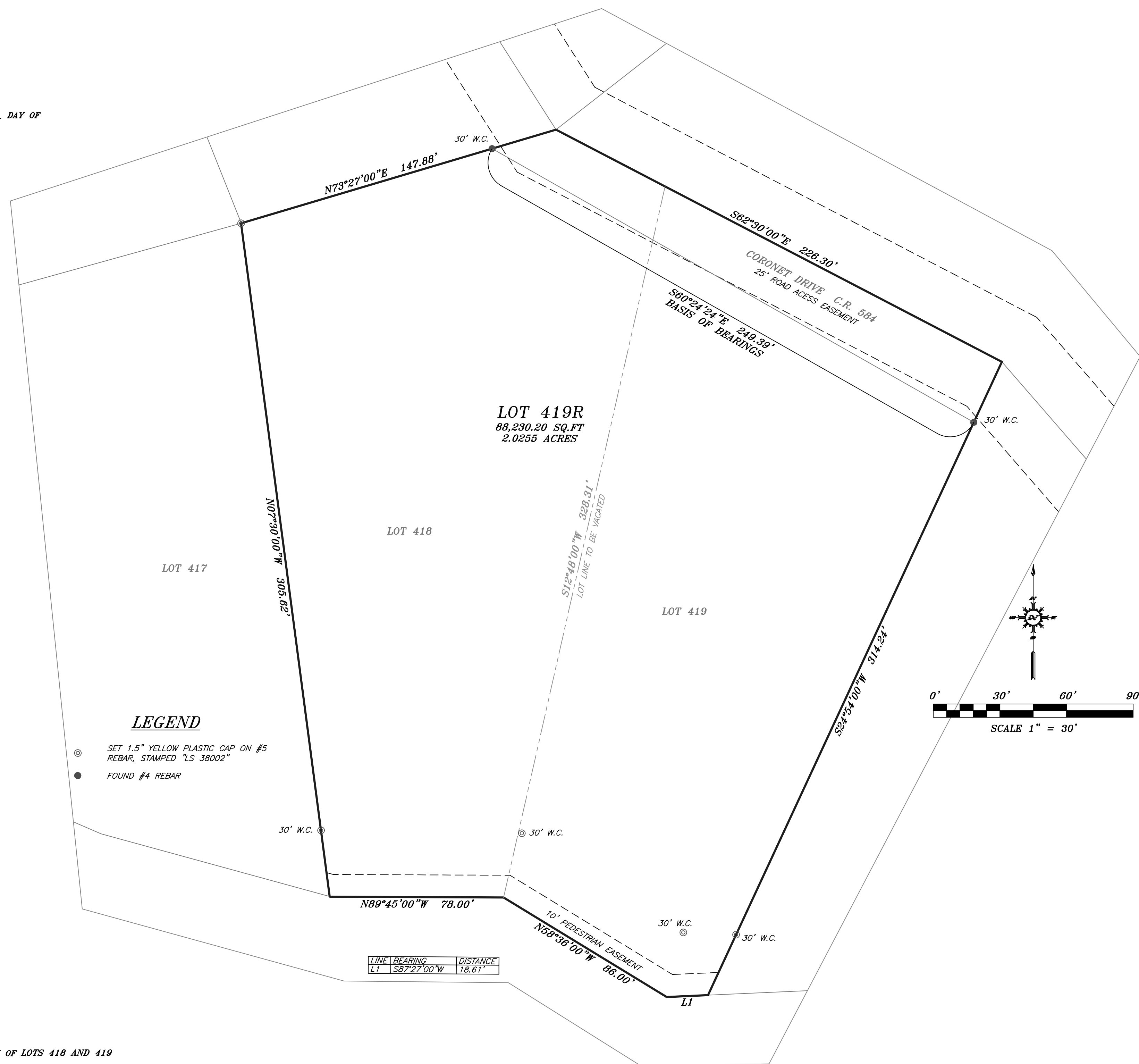
SURVEYOR'S CERTIFICATE

I, GEORGE CHRISTIAN MOODY, BEING A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT THIS AMENDED REPLAT, LOT 40R, TOWNAL ESTATES, WAS PREPARED BY ME AND UNDER MY SUPERVISION, THAT BOTH THIS PLAT AND THE SURVEY ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THE MONUMENTS WERE PLACED PURSUANT TO 38-51-105, C.R.S.

DATED THIS 8th DAY OF OCTOBER, 2024.

George C Moody

GEORGE CHRISTIAN MOODY, P.L.S.  
COLORADO L.S. No. 38002  
FOR AND ON BEHALF OF BASELINE SURVEYS, LLC



LEGEND

- SET 1.5" YELLOW PLASTIC CAP ON #5 REBAR, STAMPED "LS 38002"
- FOUND #4 REBAR

LINE	BEARING	DISTANCE
L1	S87°27'00"W	18.67'

PLAT NOTES:

- 1) THE AMENDED PLAT, A RESUBDIVISION OF LOTS 418 AND 419 CORONET SUBDIVISION
- 2) BASIS OF BEARINGS: BETWEEN TWO FOUND #4" REBARS (AS SHOWN HEREON) WITH A BEARING OF S80°24'24"W, 249.39 FEET.
- 3) FOR THE PURPOSE OF TITLE AND EASEMENTS OF RECORD, BASELINE SURVEYS LLC RELIED UPON THE TITLE COMMITMENT No. 1016389-C, PREPARED BY TITLE COMPANY OF THE ROCKIES, DATED OCTOBER 12, 2020.

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

Baseline Surveys LLC  
AMENDED REPLAT  
LOTS 418 AND 419  
CORONET SUBDIVISION  
LOCATED IN THE SEC. 1, T8S, R78W OF THE 6TH P.M.  
TOWN OF BLUE RIVER, COUNTY OF SUMMIT  
STATE OF COLORADO

Date	Revisions	Date	Scale
		10/08/2024	1"=30'
		Drawn By: RDG	Checked By: GCM
		Job No: 4729	DWG File: 4729 RESUB

# TOWN OF BLUE RIVER, COLORADO

## STAFF REPORT

TO: Mayor Decicco & Members of the Board of Trustees

THROUGH: Michelle Eddy, Town Manager

FROM: Bob Widner, Town Attorney

DATE: October 8, 2024

SUBJECT: **ORDINANCE 2024-04**  
**BOARD CONDUCT WITH STAFF AND CONTRACTORS**

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This Staff Report introduces proposed Ordinance No. 2024-04 which would amend the Municipal Code’s current provisions addressing the Board of Trustees’ relationship to administrative staff and contractors.

As a general practice of municipal governance efficiency, there is a recognized need for a division between the policy making body and administrative staff. You will find below background information that best describes the general practice and reasons for the practice. In short, the governing body is restricted in its authority to direct or order administrative staff and contractors to avoid circumstances where staff is directed by more than one supervisor, avoid inconsistent directives, avoid a Board member from contravening the will of the other Board members, and to avoid breach of contract where governing body members direct contractors to perform in violation of the contract.

Currently, Section 2-3-80 of the Town Code<sup>1</sup> deals with the Board’s relationship to the Town Manager and staff. Consistent with sound governance and efficiency, this section explicitly states that a Board member is not authorized to give orders to Town administrative staff members. However, this section of the Code should also include contractors or consultants as personnel that the members of the Board should not order performance. Moreover, this section would more appropriately reside in Article 2 of Chapter 2 which includes the requirements placed upon the Board of Trustees.

The attached ordinance will relocate current Section 2-3-80 to Article 2 as new Section 2-2-140. In addition, the proposed ordinance would better define the Board’s role in terms of its interactions with Town staff and contractors, thereby eliminating any potential blurring of responsibilities, which will help ensure the relationship between the Board and the Town Manager is based on clearly defined roles and preserve the allocations of authority under the council-manager form of government.

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<sup>1</sup> **Sec. 2-3-80. Relationship of Town Board to administrative service.** Neither the Town Board nor any member of the Board shall have authority to require or prohibit the hiring, promotion, discipline, suspension, transfer, or termination of any person by the Town Manager. Except for the purpose of making specific inquiries, all members of the Town Board shall deal with administrative personnel or consultants solely through the Town Manager or the Town Manager's designee and no member of the Town Board shall give orders to any employee of the Town.



Below is a ~~redline/strikeover~~ form of the text of the proposed ordinance to assist the Board in identifying the changes to the current section 2-3-80:

~~Section 2-3-80. Relationship of Town Board to administrative service~~

**Sec. 2-2-140. Board Conduct with Staff and Contractors.**

- (a) Neither the Town Board nor any member of the Board shall have authority to require or prohibit the hiring, promotion, discipline, suspension, transfer, or termination of any **administrative staff** person by the Town Manager.
- (b) Except for the purpose of making specific inquiries **to obtain information**, all members of the ~~Town~~ Board shall deal with administrative **staff persons personnel or consultants** solely through the Town Manager or the Town Manager's designee and no member of the Town Board shall give orders **or directions** to any **administrative staff person employee** of the Town.
- (c) **The Board shall not give orders or directions to a Town contractor. Board members seeking information related to the performance of a contractor shall direct requests solely through the Town Manager or the Town Manager's designee.**
- (d) **For purposes of this section, "administrative staff person" shall mean all employees of the Town other than the Town Manager or Town Clerk. A "contractor" shall mean a company or a person other than an administrative staff person performing services for the Town but shall not include the Town Attorney.**

I will be in remote attendance at the October 15 Board of Trustee meeting to present this matter and to answer any questions. If you have questions beforehand, please contact me by telephone or email.

**Background**

The council-manager form of government is in widespread use and, according to a 2008 ICMA article, continues to expand in use across all U.S. cities.<sup>2</sup> In fact, the council-manager form has a higher share of the cities with fewer than 5,000 inhabitants than the mayor-council form of government. Moreover, when compared with mayor-council cities, studies show that council-manager cities are more likely to have greater efficiency, sounder finances, and stronger management performance.<sup>3</sup> These studies have also shown that council-manager forms "have greater representation of minority groups in staff positions . . . are more likely to pursue long-term

<sup>2</sup> Svava, James. H and Nelson, Kimberly L., *Taking Stock of the Council-Manager Form at 100*, ICMA Public Management Magazine, August 2008, 8-9, available for download at <https://icma.org/documents/taking-stock-council-manager-form-100>.

<sup>3</sup> *Id.* at 10.

goals, use strategic planning, base service delivery on need and other professional standards, have ethics codes and boards, integrate management functions, and adopt innovative management practices.” In sum, the council-manager form “makes a difference in process and performance”<sup>4</sup> and is how most efficient local governments operate.

The Town of Blue River is a council-manager form of government.

Under the council-manager form of government, there is a clear distinction between the administrative role of the Town Manager and the political and policy roles of the Board of Trustees. The day-to-day operations of the Town reside with the Town Manager, allowing elected officials to devote their time and energy to policy development and the assessment of the effectiveness of those policies within the community. Indeed, this allocation of authority is the defining feature of the council-manager form of government.

It is the Town Manager that is directly responsible for following the direction and orders of the Board of Trustees as determined by the Board majority. The Board is the Town Manager’s supervisor. The Town Manager, in turn, is responsible for implementing the Board’s directions and to do so deciding how to allocate staff time, knowledge, and expertise to a given project or direction. The Manager is the supervisor of the administrative staff. If the Board is dissatisfied with the Manager’s implementation of the Board’s direction, the issue is one for the Board to raise with the Manager and not with administrative staff. It is inefficient and potentially problematic to have individual members of the Board direct administrative staff members. Administrative staff cannot serve multiple supervisors and perform efficiently.

As for contractors, contractors are required to perform in accordance with the underlying contract. It is the Board of Trustees that approves the contract, and the Town Manager is commissioned with the obligation to administer the contract in accordance with its terms. Where a contractor fails to perform, the Manger is required to address

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<sup>4</sup> *Id.*

**TOWN OF BLUE RIVER, COLORADO**

**ORDINANCE NO. 2024-04**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF BLUE RIVER, COLORADO, REPEALING SECTION 2-3-80 AND ENACTING A NEW SECTION 2-2-140 OF THE BLUE RIVER MUNICIPAL CODE PERTAINING TO BOARD CONDUCT WITH STAFF AND CONTRACTORS**

**WHEREAS**, the Town of Blue River, Colorado (“Town”) is a statutory municipality incorporated and organized pursuant to the provisions of Section 31-2-101, et seq., C.R.S.; and

**WHEREAS**, the Town is a Council-Manager form of government, which is a form of government widely viewed as a way of taking politics out of municipal administration—that is, promoting nonpolitical management that is effective, transparent, responsive, and accountable—and a form that helps Board members avoid creating conflicts amongst themselves and others due to Board entanglements in administrative matters; and

**WHEREAS**, under the Council-Manager form of government, there is a clear distinction between the administrative role of the Town Manager and the political and policy roles of the Board of Trustees. Acting in accordance with Board policies and laws, the day-to-day operations of the Town reside with the Town Manager, allowing elected officials to devote their time and energy to policy development and the assessment of the effectiveness of those policies within the community, and is how all efficient local governments operate; and

**WHEREAS**, the Town Board of Trustees desires to improve upon the existing provisions of the Town’s Municipal Code governing the conduct of Board members in their interactions with Town staff to ensure the relationship between the Board and the Town Manager is based on these clearly defined roles and finds that the proposed amendments advance the Town’s interest in preserving the council-manager structure of government and best serve the Town’s needs in fostering efficient municipal operations.

**BE IT ORDAINED** by the Board of Trustees of the Town of Blue River, Colorado, as follows:

**Section 1. Repeal of Section 2-3-80.** Section 2-3-80 of the Municipal Code of the Town of Blue River titled *Relationship of Town Board to Administrative Service* is hereby repealed in its entirety.

**Section 2. Amendment of Article II of Chapter 2.** Article II of Chapter 2 of the Municipal Code of the Town of Blue River titled *Mayor and Board of Trustees* is hereby amended by the addition of a new Section 2-2-140, entitled *Board conduct with staff*, to read in full as follows:

**Sec. 2-2-140. Board Conduct with Staff and Contractors.**

- (a) Neither the Town Board nor any member of the Board shall have authority to require or prohibit the hiring, promotion, discipline, suspension, transfer, or termination of any administrative staff person by the Town Manager.
- (b) Except for the purpose of making specific inquiries to obtain information, all members of the Board shall deal with administrative staff persons solely through the Town Manager or the Town Manager's designee and no member of the Town Board shall give orders or directions to any administrative staff person of the Town.
- (c) The Board shall not give orders or directions to a Town contractor. Board members seeking information related to the performance of a contractor shall direct requests solely through the Town Manager or the Town Manager's designee.
- (d) For purposes of this section, “administrative staff person” shall mean all employees of the Town other than the Town Manager or Town Clerk. A “contractor” shall mean a company or a person other than administrative staff person performing services for the Town but shall not include the Town Attorney.

**Section 3. Severability.** Should any one or more sections or provisions of this Ordinance or of the Code provisions enacted hereby be judicially determined invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance or of such Code provision, the intention being that the various sections and provisions are severable.

**Section 4. Repeal.** Any and all Ordinances or Codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such Ordinance or Code or part thereof shall not revive any other section or part of any Ordinance or Code provision heretofore repealed or superseded.

**Section 5. Minor Revision or Correction Authorized.** The Town Manager, in consultation with the Town Attorney, is authorized to make minor revisions or corrections to the codified version of the provisions of this Ordinance provided that such revisions or corrections are grammatical, typographical, or non-substantive and do not alter or change the meaning and intent of this Ordinance.

**Section 6. Effective Date.** The provisions of this Ordinance shall become effective thirty (30) days after publication following the final passage.

**INTRODUCED, READ, PASSED, ADOPTED, AND ORDERED PUBLISHED** at a regular meeting of the Board of Trustees of the Town of Blue River, Colorado, held on the 15<sup>th</sup> day of October, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

Published in the Summit County Journal \_\_\_\_\_, 2024.



# Town of Blue River Memorandum

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TO: Mayor Decicco & Members of the Board of Trustees

FROM: Town Manager Michelle Eddy

DATE: October 8, 2024

SUBJECT: **Agendas**

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Mayor & Trustees

## Background

At the September 2024 meeting it was requested for staff to provide a breakdown on how agendas are developed. Below is information on agendas and ways Trustees, organizations and citizens may place items on the agenda.

## Agenda Items

There are five ways items are placed on the agenda.

1. Standing Items
  - a. These are items that appear on every agenda and are part of the regular meetings.
    - i. Roll Call
    - ii. Consent Agenda
      1. Minutes
      2. Bills
    - iii. Communications to the Board of Trustees
    - iv. Public Comments
2. Continuing Business
  - a. These are items identified in previous meetings for discussion or action. This will include ordinances, resolutions, and topics for discussion.
  - b. Work sessions are often identified at the end or the beginning of the year but may be requested throughout the year as items come up.
3. Trustee and Committee Requests
  - a. This could be an item discussed in a prior meeting and requested during that meeting for discussion at a future meeting.
  - b. There are instances where a subject may come up in between meetings that may require more immediate attention. Trustees may reach out to the Town Manager/Clerk requesting to have an item placed on the agenda. The Town Manager/Clerk will then provide the information to the Mayor who will make the decision as to if and/or when an item is placed on the agenda.
  - c. If a Trustee or Committee is requesting to have an item on the agenda, information about the topic should be included and reasoning for the discussion. This will allow staff time to prepare any additional information prior to the meeting.
  - d. Requests should be filed by the second Tuesday of the month for that month's

agenda.

i. Example: Request filed by October 8<sup>th</sup> for the October 15<sup>th</sup> meeting.

Section VII, Item F.

- e. If a request for an agenda item is coming from a Committee or Commission, it should have been approved for discussion and request from the Committee/Commission at their meeting. Members of the Committee/Commission should then provide needed information for the request and be prepared to attend the meeting.
4. Organization or Citizen Request
  - a. As with Trustee/Committee requests, these requests are submitted to the Town Manager/Clerk and approved by the Mayor.
  - b. Requests should be filed by the Tuesday prior to the meeting.
  - c. The Mayor will determine if the request is relevant to any ongoing business or needed for additional information and education for the Board of Trustees.
5. Town Attorney/Manager or Mayor Requests
  - a. There are situations that come up over the month, which require more immediate attention. These usually come from the Town Attorney, Town Manager or Mayor. In these situations, items, with the permission of the Mayor, will be placed on the agenda as needed.
  - b. There is a necessity that some items are added by the Manager without consultation with the Mayor or Board because the items are mandatory or necessary to accomplish to make the Town run

### **Process**

Each month, the Town Manager/Clerk drafts the agenda, first based on items identified the previous month, then as requests or needs arise. A draft agenda is then presented to the Mayor and Town Attorney for review and approval. Once an agenda is drafted, the Town Manager/Clerk works to collect all necessary documents for the meeting packet. This will include any information from the Town Attorney, Trustees, staff or outside organizations on the agenda as well as any public comments. Packets are then mailed by 5 p.m. the Friday prior to the Tuesday meeting. It is asked that Trustees review the packet thoroughly and any questions in regards to the agenda/packet be submitted by 5 p.m. on Monday prior to the meeting.

Any items not included on the agenda, may be requested during the meeting for discussion the following month.

# Town of Blue River Budget Report 2025

Section VII, ItemG.



Prepared by:  
Town Manager





*Town Board of Trustees  
Mission Statement*

*The Town of Blue River endeavors to nurture  
our serene mountain community by  
Conserving our natural residential  
environment,  
Promoting unity with our neighbors and  
surroundings,  
Channeling the voice of our residents, and  
enhancing the quality of life of all*

**Town of Blue River  
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# Budget Memorandum

Date: October 7, 2024  
To: Mayor Nicholas Decicco & Blue River Board of Trustees  
From: Michelle Eddy, Town Manager/Clerk  
RE: 2025 Budget Memo

I am pleased to present the 2025 Budget in accordance with State Statutes and the Blue River Municipal Code. The Town of Blue River is in a good financial position. The Town continues to see steady increases revenues in taxes and fees. In 2024, the Town continued to observe increases in sales with lodging taxes. Revenues for building projects saw an increase as the Town approaches build-out. The increases have enabled the Town to maintain a stable financial position as well as invest in capital land acquisitions and increased road maintenance. The 2025 Budget reflects stable revenues and budget priorities focused on capital and road improvements. It is noted, most revenues are projected to remain fairly flat compared to 2024 and 2023 actuals.

**Property tax revenue and considerations:**

The Town of Blue River property valuations saw another in overall values. The Colorado State Legislature has passed legislation to reduce property taxes for citizens throughout the State. This will force an overall reduction in assessed valuations. In 1995, the Town of Blue River conducted a vote and “de-bruced” from restrictions of TABOR and the mill levies were successfully set at 12.290 mills. However, a follow up vote to waive the tax limit increase of 5.5% has not been passed. Without waiving the limit, the Town is restricted on how much of an increase in property taxes it may hold each year, despite a fixed mill levy. As was the case in 2024, this current restriction will necessitate Town will need to conduct a one-time mill levy reduction for 2025, of approximately 2.8269 mills to 9.4630. This the reduction of eligible revenues for the Town for 2025 is \$257,956.35 due to the statutory tax limitations. The Town of Blue River should consider a ballot question for 2025, to allow the Town to waive the limits and retain the excess revenues for capital improvement projects in the future.

For 2025, the Town will work to continues to develop a capital road project for Spruce Creek Road and the development of broadband for priorities in the coming year. In 2023, the Town hired NEO Connect to conduct a feasibility study for broadband. Partnerships with the Town of Breckenridge and Summit County have been developed to apply for a grant through the Colorado Broadband Office. Estimated costs for broadband infrastructure is estimated at \$13 million. In 2024, the Town has increased the road maintenance budget by 46%. The 2025 budget plan is to increase road maintenance again by another 16%. Focus for roads will be to continue improved maintenance and planning in troublesome areas. Durablend products are planned for Spruce Creek Road and Coronet. Additional road base will be added to Bonanza, Calle de Plata, Coronet, Crown, Gold Nugget, Holly, Pennsylvania Creek, Sherwood and Starlit. In addition, cross road culverts will be replaced on Spruce Creek and Gold Nugget. It is estimated that over 90% of the roads in Blue River will have new road base and will be considered to be up to standard by the end of 2025.

The General Fund Budget reflects significant increases in expenses primarily focused on roads, capital expenses, new police vehicles and the addition of a Code Ambassador position. The budget reflects estimated expenses related to the proposed CDOT chain-up station in relation to potential studies and cost incurred for the 1041 review process.



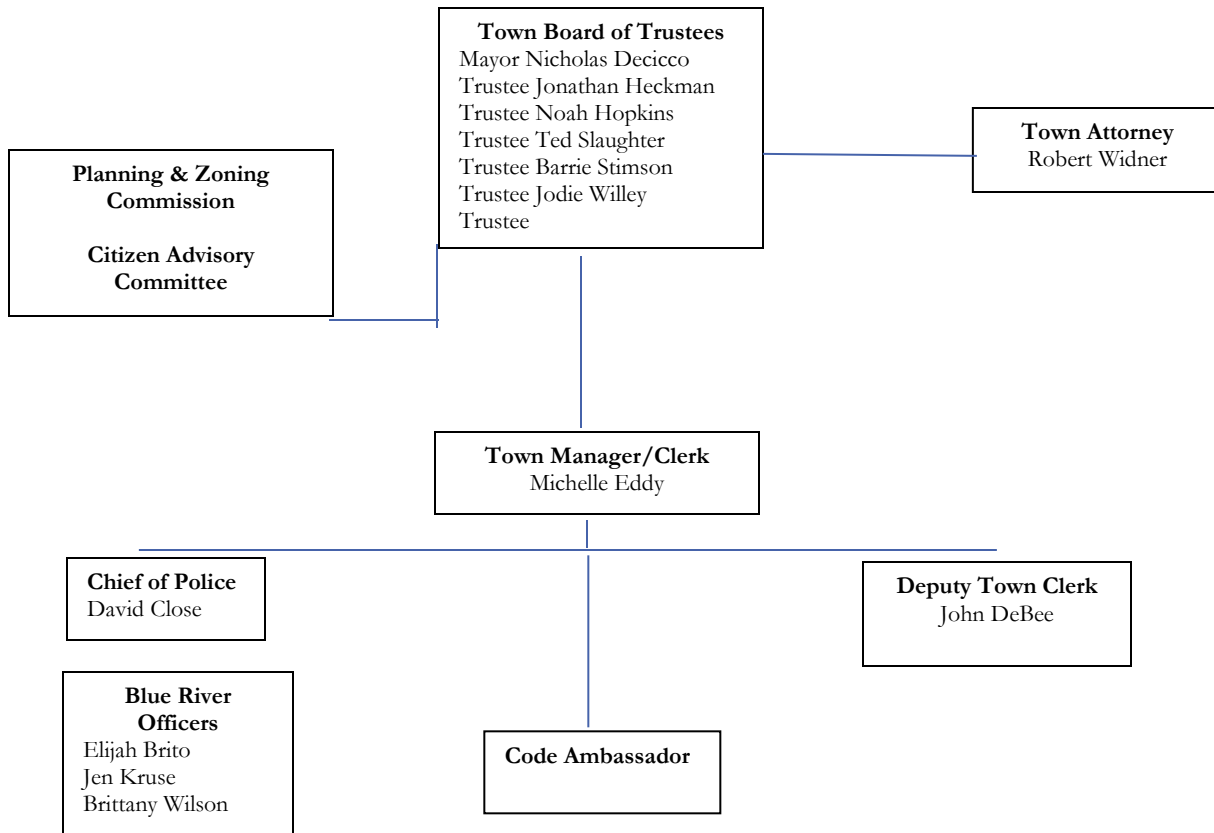
Thank you to the Board of Trustees Finance Committee and Staff for all their hard work on the 2025 Budget.

Michelle Eddy, MMC/CPM  
Town Manager/Clerk

## Overview

The Town of Blue River was incorporated in 1964. It was developed as a residential community and remains solely, a residential community today. The Town is a Statutory Town with a council-manager form of government. The seven-member Board of Trustees determines policies, enacts local legislation, adopts the budget, and appoints the Town Manager. The Town Manager executes the laws and administers the Town government. The Board of Trustees appoints the Town Attorney, Planning & Zoning Commission, and any established committees. The seven-member Planning & Zoning Commission's responsibility is to review development applications in accordance with the building code and Architectural Guidelines. The 2020 Census shows the Town full-time population at 877. There are a total of 935 lots within the Town of Blue River. There are estimated to be 82 buildable lots remaining in Blue River. With the exception for four neighborhoods, all roads within the Town of Blue River are dirt roads maintained through a contract.

### Organizational Chart



## Town of Blue River 2025 Budget

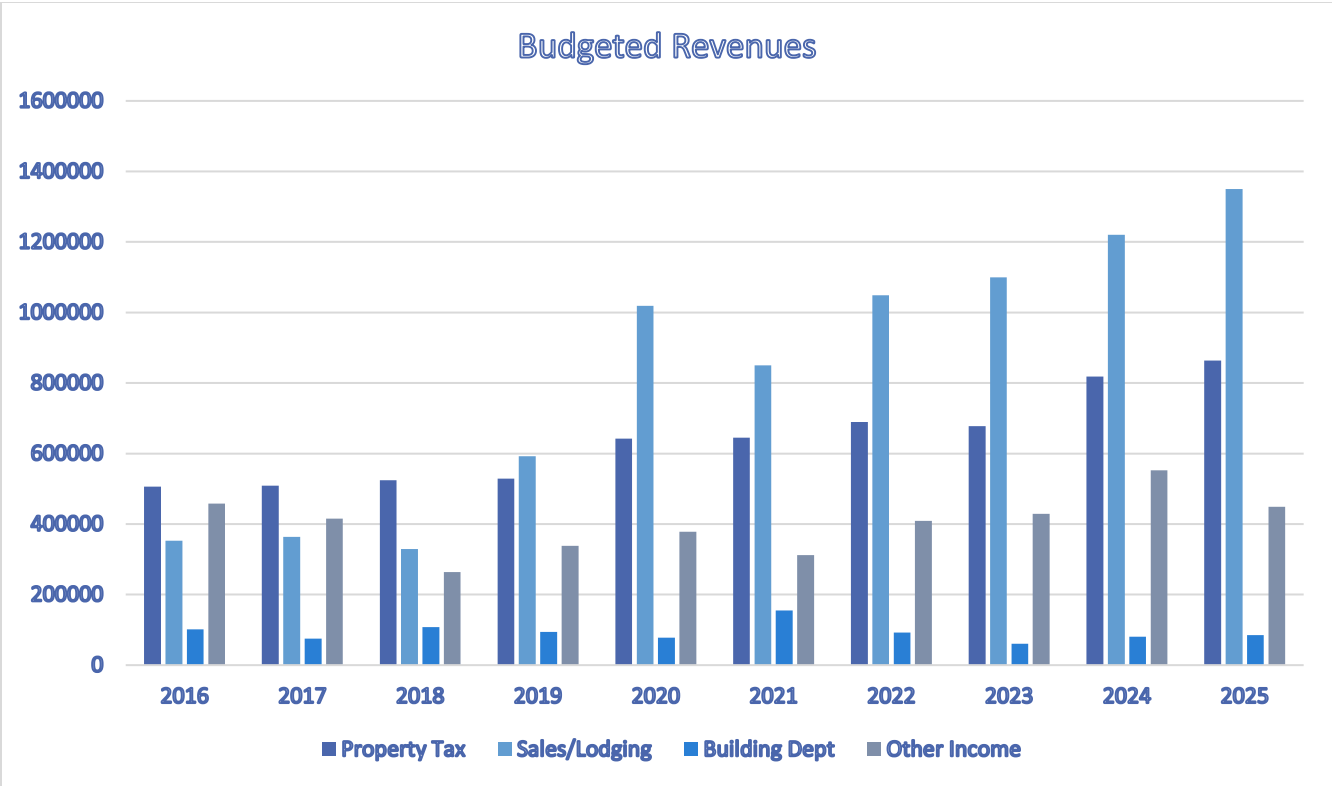
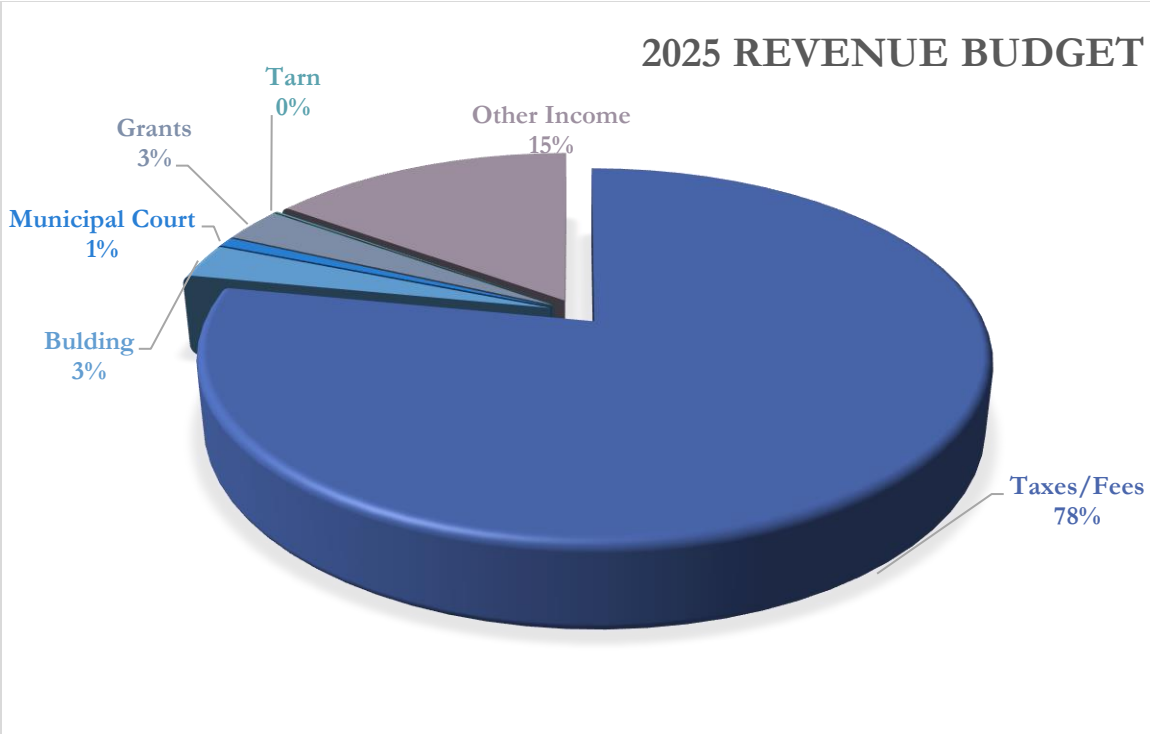
Revenues for the 2025 budget total \$3,014,532.68. The Town’s primary revenue source remains taxes and fees which provides 78% of the total revenues. Other revenues include building permits and fees, court fines, grants, and business and lodging registration income.

### General Fiscal Notes

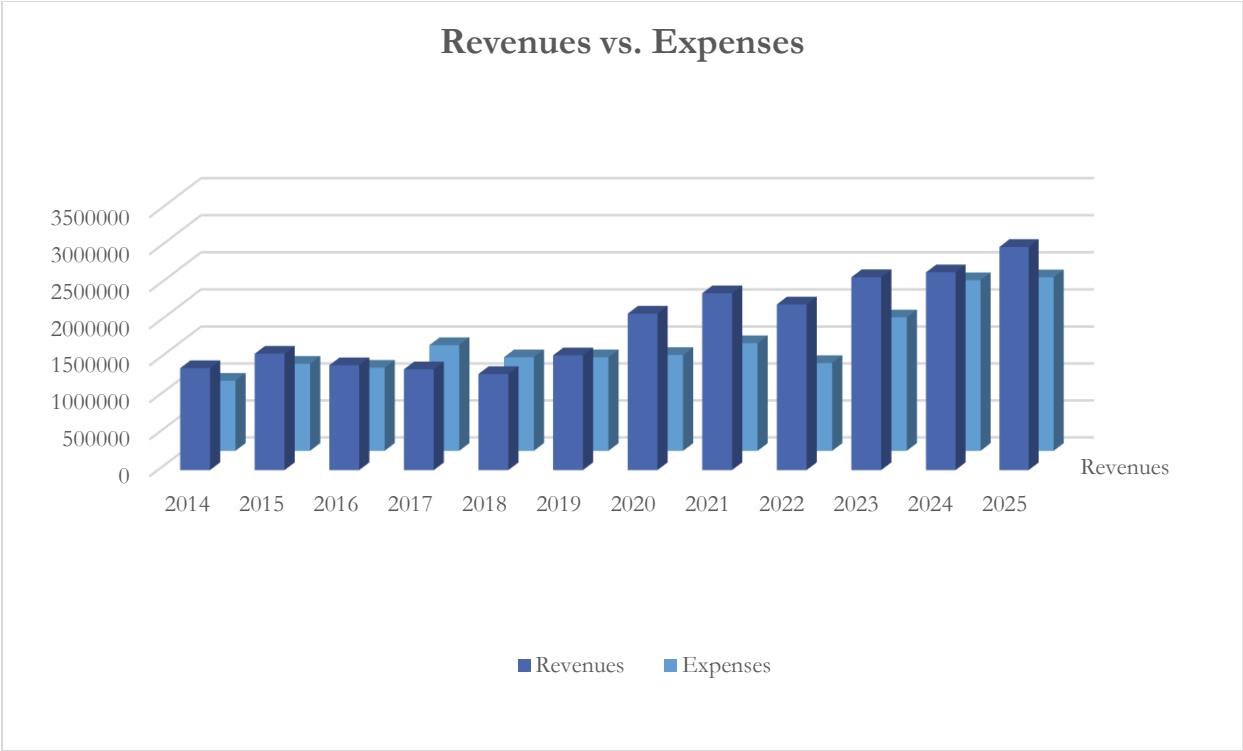
Sales and lodging taxes are estimated to see a moderate increase in line with 2024 and with current economic projections. The number of homes registering for short-term rentals has increased slightly over the past year. There are currently 223 registered homes in Blue River rented on a short-term (less than 30 days basis.)

The population in Blue River is continues to see a decline in full-time homeowners. Currently 26% of homes are occupied by full-time homeowners. There have been 12 homes/lots sold through May 2024 totaling \$17,311,000 with an average sales price of \$1,442,583 down 14% from 2023.

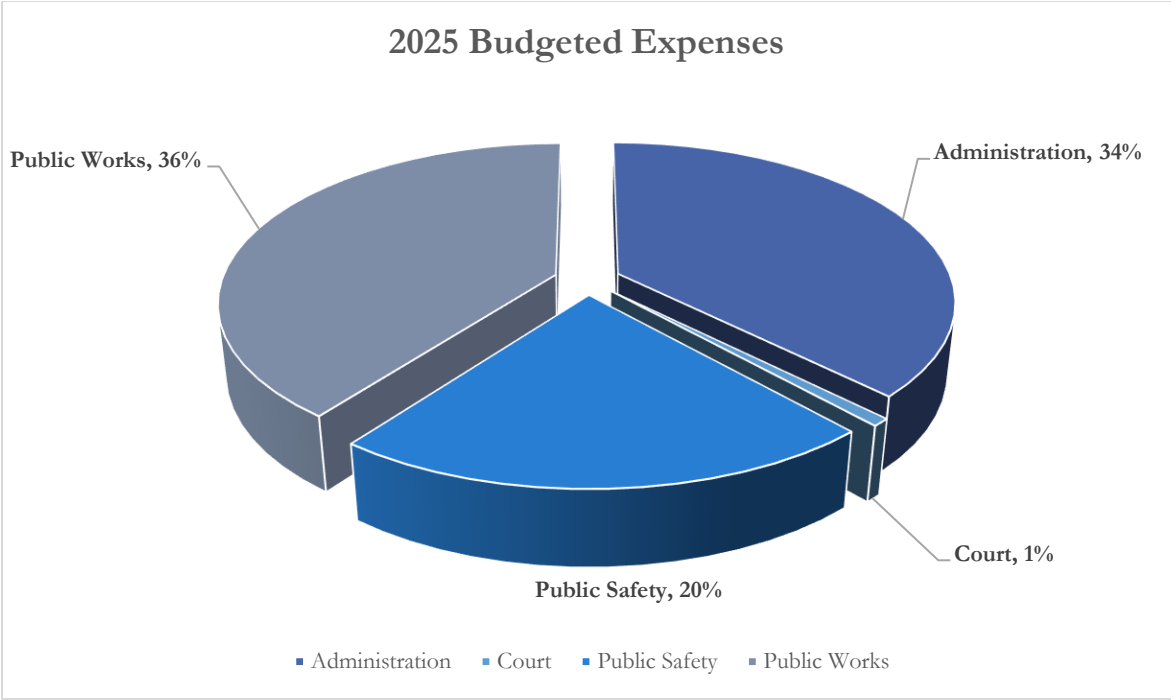
Increases in expenses are primarily due to road maintenance, police vehicles, contributions to 911 Communications Center, increase requests from organizations, additional staffing and benefits. In addition, with the new IGA for the 911 Communications Center signed in 2023, the Town’s contribution is expected to be another 22% increase over 2024. The additional staff will include hiring a full-time Code Ambassador to address code violations and oversight. The police department is requesting the lease purchase of three new vehicles. There has not been a new police vehicle since 2020. The staff benefit request includes a request of a four percent cost of living increase and a change in health, dental, vision coverage to be covered 100% by the Town versus 80%. The additional benefit will allow for better staff retention and recruitment. Overall budgeted revenue will be 2% over projected 2024 and expenses increasing by 12% with a positive net revenue balance.



\*2024 YTD 9/30/24







The above is for the General Fund and does not reflect Capital Road Improvement nor Broadband fund expenses. The roads within Blue River remain the greatest asset and greatest expense.

The Town has budgeted significant funding increases for Public Works (roads). Capital road improvements and the potential for broadband continue to be a focus for 2025.

**Town of Blue River  
2025 Budget  
Combined Balance Sheet**

	<b>General Fund</b>	<b>Capital Fund</b>	<b>Conservation Trust</b>
<b>Beginning Balance</b>	\$7,937,377.21	\$2,010,126.70	\$128,829.27
<b>Revenues</b>	\$3,014,532.68	\$200,000.00	\$13,500.00
<b>Expenses</b>	\$2,344,429.04	\$1,116,000.00	\$20,000.00
<b>Fund Balance</b>	\$8,607,480.85	\$1,094,126.70	\$122,329.27

	<b>American Rescue Plan Fund</b>	<b>Broadband Fund</b>
<b>Beginning Balance</b>	\$173,326.36	\$307,528.90
<b>Revenues</b>	\$6,000.00	\$105,000.00
<b>Expenses</b>	\$179,000.00	\$200,000.00
<b>Fund Balance</b>	\$326.36	\$212,528.90

## Town of Blue River General Fund 2025 Budget

	2022	2023	2024 YTD	2025 Budget
<b>Revenues</b>				
<b>Taxes/Fees</b>	\$2,202,402.83	\$2,167,094.34	\$1,912,780.91	\$2,340,732.68
<b>Building</b>	\$96,061.38	\$130,448.20	\$81,040.45	\$85,000.00
<b>Court</b>	\$17,301.93	\$25,418.20	\$22,051.38	\$26,600.00
<b>Tarn</b>	\$0.00	\$20.00	\$7,800.09	\$8,000.00
<b>Grants</b>	\$100,496.90	\$73,720.13	\$8,685.50	\$105,000.00
<b>Other</b>	\$264,312.50	\$445,990.45	\$358,331.61	\$449,200.00
<b>Total</b>	<b>\$2,680,575.54</b>	<b>\$2,842,691.86</b>	<b>\$2,390,689.94</b>	<b>\$3,014,532.68</b>

	2022	2023	2024 YTD	2025 Budget
<b>Expenses</b>				
<b>Administration</b>	\$610,722.16	\$806,806.83	\$551,237.87	\$806,506.88
<b>Public Safety/Court</b>	\$382,906.27	\$297,200.45	\$270,149.03	\$492,472.16
<b>Public Works</b>	\$500,583.66	\$644,277.96	\$546,518.98	\$845,450.00
<b>Total</b>	<b>\$1,187,948.58</b>	<b>\$1,948,285.24</b>	<b>\$1,567,905.88</b>	<b>\$2,344,429.04</b>

# Town of Blue River General Fund-Administration Department 2025 Budget

## Budget Narrative-Administration

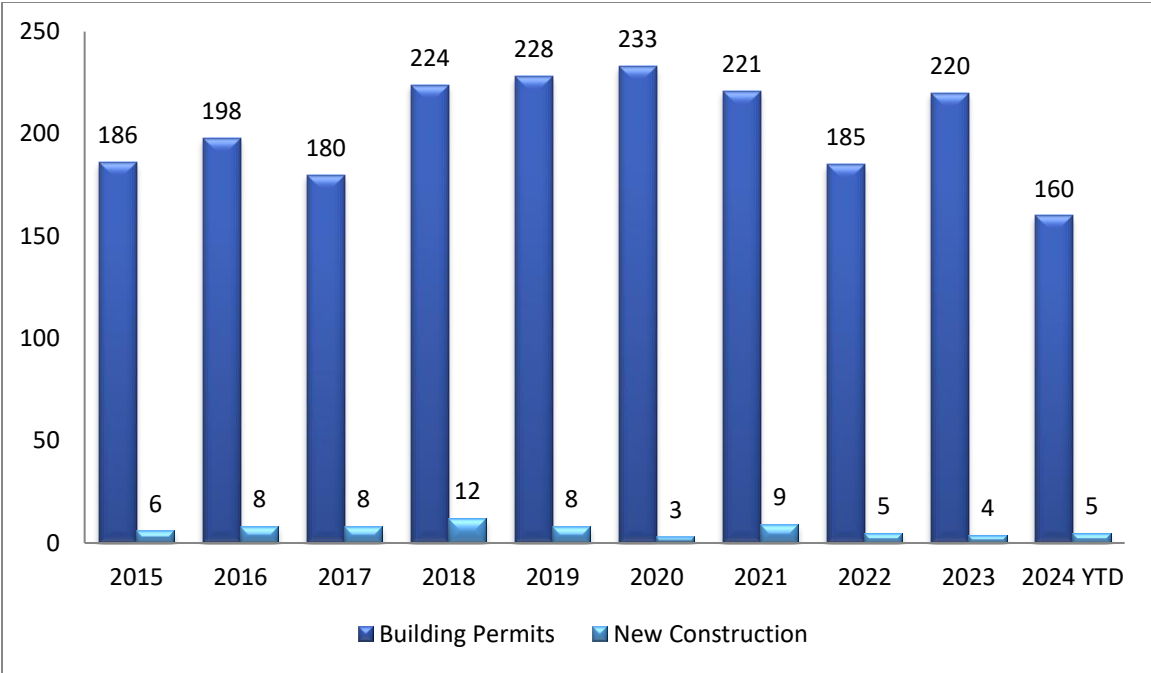
The Administration Department for the Town of Blue River includes the administrative personnel, elected and appointed officials, employee benefits, community engagement and funding, town hall and employee housing expenses and utilities. The department is the hub of all operations for the town. Currently, there are two full-time paid staff members, seven paid elected Trustees and seven Planning/Zoning Commissioners. The Citizen Advisory Committee is a volunteer committee.

## Administration

- The Town’s “Weed & Seed” program continues to see success in addressing noxious weeds in town. In 2024, seven dumpster loads of weeds were collected.
- Citizens continue to participate in the defensible space program working towards town-wide forest mitigation. To date over 25% of properties in Blue River have received defensible space mitigation. These programs along with a grant received from the Colorado State Forest Service for right-of-way mitigation will continue for 2025. With the grant award for right-of-way mitigation, the budget for forest management was increased to reflect the matching expense required.
- Monthly Newsletters-The Town continues to expand its community outreach to the residents. Monthly newsletters, social media accounts, texts and emails are sent to provide continuous communication to the residents. There are 1,202 emails that receive the Town newsletter including 1,022 residents.
- The Technology budget also serves all technology needs for the Police Department, building and general administration services.
- The Community Fund and initiatives was further developed in 2024 with the addition of the Town’s participation in the Summit County Community Childcare Assistance program in the amount of \$25,000. The Resident Grant program providing resident grants for wildfire defensible space projects, natural night sky lighting and bear resistance cans was funded at \$25,000. For 2025, the Town is budgeting to fund the Childcare Assistance Program, Tree Top, Resident Grant program and the Summit County Wildfire Evacuation Plan.

## Town of Blue River General Fund-Public Works

**Building Permits by Year**



**Budget Narrative-Public Works**

The Public Works Department provides building permitting, road maintenance, snow removal, and wildfire defensible space program. In 2024, there has been steady new construction as the Town approaches build-out. Overall permits remain steady with many additions and remodels. This may be due to the increased in construction costs coupled with the limited land availability within the Town. There are 76 vacant lots within Town limits. There have been 5 new construction projects permits issued in 2024. It is anticipated this trend will continue in the foreseeable future. The Town of Blue River utilizes Citizen Serve for permitting, code enforcement and licensing. The Town contracts with Charles Abbot, LLC for all building inspections and plan review.

In 2024, 7 homes participated in the wildfire defensible space grant program. Homeowners are increasingly working towards defensible space and fire protection activities. The number of homes participating in defensible space is at 25%. It is a goal to apply for a designation as a Fire Wise Community. The Town received a three-year, \$150,000 matching grant from the Colorado State Forest Service for right-of-way mitigation in 2023. This is a voluntary program to address hazard trees in the Town right-of-way beginning in 2024 and continuing until 2026.

Roads within the Town of Blue River are primarily dirt roads requiring annual grading and mag-chloride applications. Significant road base was added to areas, as well as ditching and crowning

were conducted to help facilitate proper drainage. Ongoing mitigation has assisted in road maintenance efforts improving drainage and overall wear and tear. In 2024, Spruce Creek Road and Blue River Road received an application of a product DuraBlend in an effort to prolong the maintenance of the road. This in addition to the application of mag-chloride enhanced the longevity of the road. It is planned to treat these roads with the product again as well as apply an additional product called DuraBlend-X to Coronet. The Town in cooperation with the Road Contractor will continue to add road base to needed areas identified to bring them up to standard. With the work that is planned and with what has been conducted, 90% of the roads in Blue River will have been treated by the end of 2025. The Contractor will include both spring and fall time culvert clearing in addition to grading. In 2024, a road culvert was installed on Coronet to address flooding in the area. Road culverts are planned for Spruce Creek and Gold Nugget in 2025. In an effort to better maintain the roads between full grading applications, the Contractor will deploy a staff member once a month to evaluate and address any areas needing attention

In 2024, the Town made plans to hire a full-time Code Ambassador. The Code Ambassador will be addressing various code issues and violations throughout Town and assisting with short-term rental compliance.

## **Town of Blue River General Fund-Public Safety**

### **Budget Narrative-Public Safety**

Since 2017, the Town of Blue River has operated an independent “Marshal’s Office”. In 2019, the Marshal’s Office officially changed to become the Blue River Police Department. There are four full-time officers. The Blue River Police Department provides 24/7 coverage of the Town. The Blue River Police Department is committed to crime prevention and working cooperatively with the community to identify and solve neighborhood problems.

## **Town of Blue River Capital Fund 2025 Budget**

### **Budget Narrative-Capital**

The Town remains focused on road improvement projects. Past projects include widening the entrance of Spruce Creek Road; guardrail installation and road base to Lakeshore Drive; drainage work in 97 Circle and drainage road improvements along Blue River Road. Capital improvements have included the installation of 35 cisterns in 17 locations throughout the Town.

At the end of 2018, the Town of Blue River adopted the Capital Improvement Plan. This plan outlines capital improvements identified by the Board of Trustees, Planning & Zoning Commission, Town Appointed Committees, and residents. The focus is road improvements but also additional cisterns, trails, and recreation path. The plan identifies estimated cost, locations and types of improvements needed.



In 2025, the Town will continue to focus attention to addressing the drainage and ongoing maintenance issue on Spruce Creek Road. The proposed project seeks to reduce the impacts of traffic utilizing the road both from locals and tourists seeking to access Forest Service trails; increase safety and drainage. Designs for the project will be placed out to bid early 2025.

### Town of Blue River Conservation Trust Fund 2025 Budget



#### **Budget Narrative-Conservation Trust**

The Conservation Trust revenues received are paid quarterly through the Department of Local Affairs on a per capita basis to 470 eligible local governments: counties, cities, towns, and Title 32 special districts that provide park and recreation services in their service plans. Funding can be used for the acquisition, development, and maintenance of new conservation sites or for capital improvements or maintenance for recreational purposes on any public site. A public site is defined by the department as a publicly owned site, or a site in which a public entity/local government holds an

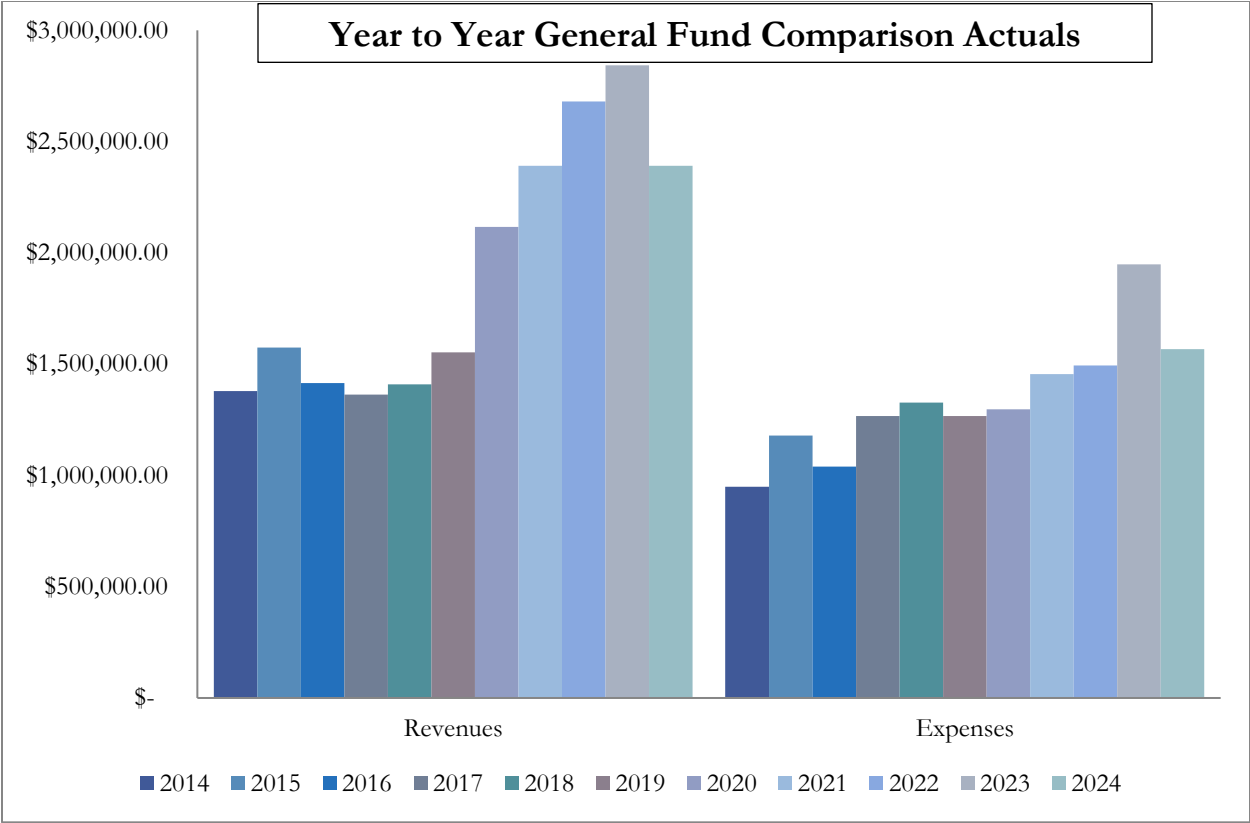
interest in land or water.

With the adoption of the Blue River Open Space & Trails Plan there is opportunity to utilize the funds towards the development of a trail system in Blue River. Plans for the Conservation Trust Funds in 2025 include allocation of funding for trail improvements along newly acquired properties in the Clyde Lode and Coronet subdivisions. In addition, the Town may utilize the funds for any improvements at the Goose Pasture Tarn.

### Town of Blue River American Rescue Plan & Broadband Funds 2025 Budget

In 2021, the Town of Blue River received \$232,000 from the American Rescue Plan. Funds are restricted for use for broadband and infrastructure. In 2023, the Town contracted with NEO Connect to conduct a feasibility study for broadband. From that study, it was determined the Town would need partnerships and significant funding to bring fiber to the valley. With the assistance of NEO Connect and partnerships with Summit County, Town of Breckenridge and Allo, the Town continues to work to find solutions to bring broadband to the area.









**Blue River Staff Report**  
October 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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### **Weed & Seed Program**

- The program was once again a great success. There were seven dumpster loads of weeds collected over the summer. The Town did hire Neils Lunceford to remove weeds from Town Hall and Town Park.

### **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. Due to timing, work will take place in 2025. The project will be opened up over the winter to any other residents interested in participating.
- Blue River East Fire Mitigation
  - This project has gone out to bid and will be completed in 2025.

### **Roads**

- All road work for the season has been completed. The plowing contract will begin November 1<sup>st</sup>.

### **Short-term Rental Regulations**

- Recently, Summit County added regulations requiring Airbnb and VRBO to remove any listings that don't have a license. As a way to increase compliance with advertisements and reduce the instances of non-compliant rentals, it is recommended the Trustees add the following regulations to short-term rentals
  - Require license numbers to be displayed on all ads.
  - Require Airbnb and VRBO only allow listings from licensed properties.

### **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.

### **Trails/Open Space**

- Town Staff along with staff from Breckenridge and Summit County met with the owners of a lot on Holly Lane concerning an easement connecting from the newly acquired property on Bonanza. The owners are considering providing a small easement that will assist with existing trail connection.

- In addition, the group met with the former owner of the Clyde Lode property to discuss buffering between the trail and the property he retained. A plan to slightly move a small section of the trail into the ditch for approximately, 60-70 feet was agreed to as well as signage. Breckenridge and Summit County trail staff will be installing the necessary signs for the winter. TSH Tree Service will conduct the needed tree mitigation in the ditch and a volunteer and staff trail construction day will be planned next spring/summer.
- Town Manager Michelle Eddy and Trustee Barrie Stimson attended a stakeholder workshop for the Camp Hale-Continental Divide National Monument Southern Tenmile Access Planning. The workshop provided an opportunity to see the results of data collected and results from neighborhood meetings and recommendations. Those in attendance reviewed and prioritized some of the recommendations and provided additional feedback on suggestions. The final plan will be presented in January 2025.

**Transit-From Deputy Clerk John DeBee**

- Staff attended a Regional Transportation Coordinating Council (RTCC) Conference for the Northwest Region on September 12.
- Conference Summary:
  - Public transportation discussion:
    - Benefits: Reduce traffic and emissions; increase mobility options; non-emergent healthcare travel, improve safety for people and wildlife.
    - Change perception of public travel behavior – promote Bustang, Summit Stage and Front Range transportation.
    - Expand fleet and equip new vehicles.
    - Increase service west to Grand Junction.
    - Apps with real time schedules.
  - Regional/Community Transportation Campaign
    - Listen to the community via surveys, public meetings, ...
    - Advance preparation for language/cultural barriers.
    - Allow time for program to become operational.
  - Mountain Rail Coalition:
    - Selected route Denver, Winter Park, Steamboat and Craig; stops for smaller communities are still being evaluated.
    - Project planning is currently progressing rapidly.
    - Project funding: Grants, sales tax, oil & gas production fee, vehicle tag flat fee.
    - Staff attended the monthly Summit County Transit Authority meeting on September 25.
  - Meeting Summary:
    - Operations
      - Winter schedule to begin November 17.
      - 65 full time drivers including new hires still in training; all with CDL's.
      - Limited work force housing available for those working at least 30 hours/week.
      - Maintenance has challenges with the current fleet.
      - New buses (2 electric and 4 diesel) will be added.
      - Security on the buses and at the Transit centers is still a priority.
    - Planning

- Improving service in Swan Meadow Village and Dillon Valley.
- Additional bilingual drivers.
- Staff retention due to severe winter travel conditions.
- Pilot Micro Transit Program
  - Transportation for residential areas not near public transit.
  - 2023/24 Study sent to selection committee.
  - Contract will be not-to-exceed of 4.5MM
  - Grants are offered by the Federal Government and CDOT.
  - Real time apps will be available for riders.

**Upper Blue Planning Commission-Dan Cleary**

- Not much to report from last month's UBPC meeting. There was one continuance of planning case PLN23-075 to the Oct meeting .

**Code Violations logged into Citizen Serve YTD for 2024: 27**

- Advertising Violations: 15
- Dog Violation: 3
- Snow Removal Violation: 1
- Construction Site: 1
- Trash: 6
- Fire Pit: 1

**Code Complaint Calls to Dispatch  
September Total Code Calls-11  
Violations attributable to STR: 3**

<b>Complaint</b>	<b>Subdivision</b>	<b>Action</b>
Construction	Aspen View	Unfounded
Animal	Blue Rock Springs	Citation
Parking	Blue Rock Springs	Warning
Noise	Coronet	Warning
Parking	Coronet	Warning
Trash	Crown	Citation
Trash	New Eldorado	Warning
Parking	Sherwood	Warning
Campfire	Timber Creek Estates	Warning
Parking	Timber Creek Estates	Warning
Parking	Timber Creek Estates	Warning

### **Town Statistics**

Facebook Page Likes  
Town-1,300  
Police Department-921  
Instagram-1,263 followers  
Twitter (X)-85 followers  
Threads-206  
Residents on Email List-1,022  
Blue River News-1,202  
TextMyGov-143

**Business Licenses-255**

**Lodging Registrations Issued-223**

### **Municipal Court October**

Total tickets written for September Court: 8  
Total on the October Docket: 4  
Total October Failure to appear(s): 2  
Total October OJW(s): 1

### **Building Statistics**

**September 2024**  
**Permits Issued: 24**  
**YTD: 171**  
**Inspections: 69**  
**New Construction 2024: 5**

**Certificates of Occupancy New  
Construction 2024:1**

### **Tarn Permits**

**YTD September 30, 2024**  
Resident Permits: 207  
Boat Permits: 213



## End of Month Report: September 2024

### Calls for Service

Total number of a calls: 280

Top 10 calls as follows:

Traffic Stops	169
Motorist Assists	14
Extra Watch Request	13
Code Enforcement	13
Other Agency Backup	9
Animal Complaints	6
Drunk Driver Report	5
Trespass	5
Road Hazard	5
Reckless Driver	5

**Summary:** Safety concerns along Hwy. 9 continue to compile most of the Department’s time and focus. Three major motor vehicle accidents involving multiple vehicles and multiple bodily injuries happened in or within proximity to town limits. An increase in bear activity in neighborhoods increased the number of animal complaints and code enforcement issues. Controlled substances were seized in two different cases and submitted to Colorado Bureau of Investigation for analysis.

Arrests: 9 = 8 misdemeanor, 1 felony  
 Motor Vehicle Crash: 1  
 DUI: 3

### Citations Issued

Municipal = 25  
 County = 11

### Current Administrative Focus

- Town Ambassador – The department is helping with recruitment and selection of the new code enforcement position.
- School Bus Stop – Has been completed. Some vandalism has occurred with signage posted in the area.
- Investigations – The department is assisting several other law enforcement agencies with ongoing investigations outside our jurisdiction.

**Financial Summary Report**

Prepared by: Michelle Eddy, Town Manager  
Month Ending September 30, 2024

**Revenues/Expenditures:**

Revenues are ahead of budget for the by 20.72%. Sales tax, lodging tax, building and franchise fees are all tracking ahead of budget. Expenses are tracking below budget by 7.78%.

**Reserve Accounts \*As of 9/30/24**

Unrestricted	
Reserve accounts Alpine Bank:	\$1,460,600.42
Colorado Trust Assigned to Capital:	\$3,537,871.84
Colorado Trust Assigned to Broadband:	\$211,980.74
CSAFE:	\$100.00
Illiquid Trust Funds:	\$1,187.42
<b>Total Unrestricted</b>	<b>\$5,211,740.42</b>
Restricted	
American Rescue Plan Funds:	\$196,325.69
Conservation Trust:	\$157,148.64
<b>Total Reserves Restricted</b>	<b>\$353,474.33</b>



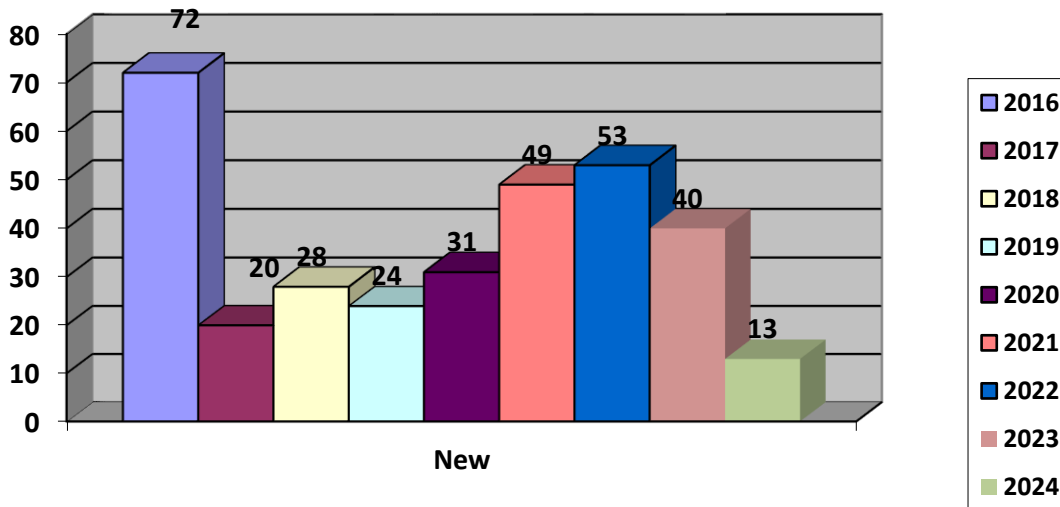


# Town of Blue River

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

## Statistics

Total Issued Licenses as of 9/30/2024: 223-28%



## 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	\$719,453.98	\$256,700.77

**Percentage of STRs by Subdivision**

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

Subdivision	# STR	%STR **	% Build Out	% Full-Time Res.
96 Sub	9	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	30%	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%

### Stage 1 Fire Ban

On October 8, 2024 the Summit County Board of Commissioners voted to move into Stage I Fire Restrictions for all areas of unincorporated Summit County. To ensure that our restrictions are compatible, and to reduce confusion for citizens and visitors of our area, and because of recent fire activity and local response resource limitations, I am at this time ordering the following Stage 1 Fire Restrictions for the Town of Blue River. The restrictions will begin at 12:01 a.m. Friday, October 11, 2024.

#### What is Prohibited Under Stage 1 Fire Restrictions

Stage 1 fire restrictions prohibit building, maintaining, attending or using an open fire. An open fire is defined as any outdoor fire, including but not limited to campfires, warming fires, bonfires or controlled burns of any material.

The following activities are also prohibited under Stage 1 fire restrictions:

- Use and/or sale of fireworks
- Use of tracer ammunition
- Use of any projectile containing explosive material, incendiary material or other flammable chemical substance
- Use of recreational explosives, including explosive targets
- Disposal of any burning object outdoors, including any cigarette, cigar or match

#### What is Allowed Under Stage 1 Restrictions

Fires are allowed in constructed, permanent metal fire pits or fire grates within developed recreation sites, such as campgrounds and picnic areas. All campgrounds on the Dillon Ranger District are already closed for the winter; during Stage 1 fire restrictions, campfires are not allowed within rock fire rings, such as those found at many designated dispersed campsites across the district.

Fires are allowed on private property if contained within a commercially designed and manufactured outdoor fireplace or portable outdoor fireplace (including chimeneas) that is assembled, located and operated in accordance with the manufacturer's instructions and permitted by the local fire districts.

Any such device must also meet the following criteria:

- The device must be equipped with a protective screen that reduces the spread of embers
- The area directly underneath the fire is barren
- The fire is at least 15 feet from any flammable material or structure
- The size of the fire is no larger than 3 feet wide and 2 feet tall

Use of gas, charcoal or wood pellet grills are also allowed under Stage 1 restrictions.

Any of the permitted fire uses and activities must be conducted with the following safety measures in place:

- The fire must be constantly attended by a responsible adult.
- The fire must be extinguished and cool to the touch prior to it being left unattended.
- The supervising adult must have available for immediate use a portable 2A10BC fire extinguisher, five gallons of water or a charged garden hose.

Smoking outdoors is allowed under Stage 1 fire restrictions if the individual is at least three feet away from any natural vegetation or flammable materials. On U.S. Forest Service lands, smoking is only permitted within an enclosed vehicle or building, a developed recreation site or in a barren area free of vegetation.

Operation of a chainsaw is permitted if the operator is equipped with a 2A10BC fire extinguisher available for immediate use. Welding is permitted when the device is at least 15 feet away from any natural vegetation or flammable materials and a 2A10BC fire extinguisher is available for immediate use.

If weather patterns change the local outlook significantly one way or the other, Fire Restrictions will be adjusted accordingly.

Respectfully Submitted,  
*Michelle Eddy*  
Michelle Eddy, MMC/CPM  
Town Manager/Clerk