

# **BOARD OF TRUSTEES JULY 2023**

July 25, 2023 at 5:00 PM 0110 Whispering Pines Circle, Blue River, CO

# AGENDA

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

The Zoom link is available on the Town website:

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

Please note that seating at Town Hall is limited.

### **5:00 PM Regular Meeting**

I. CALL TO ORDER, ROLL CALL

### II. EXECUTIVE SESSION

A. Executive Session 5:00 p.m.

### III. APPROVAL OF CONSENT AGENDA

**B.** Minutes for June 20, 2023

C. Approval of Bills-\$179,521.45

## IV. COMMUNICATIONS TO TRUSTEES

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

## V. NEW BUSINESS

- **D.** 911 Communications Center IGA Approval for Mayor Signature.
- E. Dark Skies Survey & Report-Citizen Advisory Committee
- **F.** Discussion of Trail Signage within the Town
- **<u>G.</u>** Discussion of a road maintenance policy.

## VI. RESOLUTIONS

H. Resolution 2023-02 A RESOLUTION RATIFYING AUTHORIZED CHANGES TO THE BLUE RIVER LAND USE CODE AS APPROVED JUNE 20,2023

# I. RESOLUTION 2023-03 A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) REGARDING THE OPERATION, ADMINISTRATION, AND FINANCIAL SUPPORT OF THE SUMMIT COUNTY COMMUNICATIONS CENTER

### **VII. CONTINUING BUSINESS**

### **VIII. REPORTS**

J. Mayor

K. Trustees

i. Citizen Advisory Committee -Trustee Finley

ii. Open Space and Trails Committee - Trustee Dixon

iii. Planning and Zoning - Trustee Hopkins

iv. Transit Authority - Trustee Pilling

v. Wildfire Council - Trustee Slaughter

vi. CDOT - Trustee Fossett

L. Attorney

M.Staff Reports

### IX. ADJOURN

Next Meeting- August 15, 2023

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.

Section II, ItemA.

# The Board of Trustees are in Executive Session.

You will be admitted to the meeting once the session has closed.

Thank you for your patience.



Section III, ItemB.



# **BOARD OF TRUSTEES JUNE 2023**

June 20, 2023 at 5:00 PM 0110 Whispering Pines Circle, Blue River, CO

# MINUTES

The public is welcome to attend the meeting either in person or via Zoom. The Zoom link is available on the Town website: <u>https://townofblueriver.colorado.gov/board-of-trustees</u> Please note that seating at Town Hall is limited.

### 5:00 PM WORK SESSION:

Broadband Feasibility Report

Mayor Babich called the work session to order at 5:00 p.m. Representatives from NEO Connect were present to present the broadband findings and provide recommendations.

The presentation reflected the current service in Blue River. Currently there is only Comcast. The maps show Blue River is "served" however, when speed tests are performed and reported, it shows that the upload speeds do not meet standards. Currently there is no fiber within the town only cable. The consultants did review the current status for cell service which has been confirmed by Verizon. There is a possibility for Verizon to add equipment to existing towers. The consultants reviewed potential funding and opportunities for partnerships. It was noted that if Breckenridge is successful in obtaining a grant from DOLA to expand to the dam and possibly Quandary and it's recommended Blue River support the effort as it would pass through the town.

The consultants reviewed the costs to bring fiber to Blue River. Aerial construction versus underground brings the costs down significantly. It was noted that as a town, Blue River couldn't work with Xcel for aerial feed but an existing utility could. Projected middle mile cost is estimated at \$13,487,827. All of the options and potential costs were reviewed. Additional engineering work would need to be done, however, it was noted that it wouldn't be feasible for the town to do it on their own. Discussion on how the Town of Breckenridge running fiber through town impacts Blue River's ability to participate. It was

recommended to be a co-applicant with an agreement with Breckenridge with funding and access to the fiber. It is recommended that Blue River make the case of being underserved and with only one provider. Discussion by partnering and leveraging DOLA funds and the door would open for cell service as well as bring in an ISP to bring service to homes off of the backbone.

Based on proposed/projected costs, it is recommended to partner with an ISP to bring service. It was noted that it is not financially feasible for the town do the project on its own. It is recommended to lean on the private network, pursue grants to bring fiber to the town. It is possible to establish a "tap fee" or utility to help fund the project if the town went on their own. Discussion of the best options to bring fiber for the "back bone" in partnership with others. The consultants reviewed all of the grant options. The consultants recommended doing a formal ISP outreach, partner with Breckenridge for a DOLA grant for middle mile and then reach out to Verizon for additional services. They noted there is interest from IST and Allo to work with the Town.

Staff recommended continuation of work with NEO to pursue partnership with Breckenridge on the DOLA grant for middle mile, bringing in an ISP and assistance in writing a grant for funding. Decision to follow staff recommendation and continue forward.

#### 6:00 PM REGULAR MEETING:

### I. CALL TO ORDER, ROLL CALL

Mayor Babich called the regular meeting of the Board of Trustees to order at 6:00 p.m. PRESENT Mayor Toby Babich Trustee Joel Dixon Trustee Kelly Finley Trustee Mark Fossett Trustee Noah Hopkins Trustee Ted Pilling Trustee Ted Slaughter Also present: Town Manager Michelle Eddy; Town Attorney Bob Widner.

### II. APPROVAL OF CONSENT AGENDA

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

A. Minutes for May 16, 2023

B. Approval of Bills-\$64,512.86

#### **III. COMMUNICATIONS TO TRUSTEES**

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

Mayor Babich noted communications received.

C. Public Comments Received

Mayor Babich noted communications received via email. He reviewed the public comment regulations and when public comments are taken.

Barrie Stimpson, Spruce Creek Road-Asked about Spruce Creek Road and where to find information on capital projects. He noted if the town is not pursuing work, he asked for speed humps and/or a camera as well as maintenance issues along with another speed limit sign.

Paul Semmer, Blue Grouse Trail-Provided comments that are in the packet concerning work on Sherwood Forest. He asked for the project to be deferred.

Mark Orton, Louise Placer-expressed concern with the amendment for the Spruce Creek Road with the walls and scope. Recommended focusing on culverts and maintenance.

Lubos Hlahulek, Sherwood Lane-expressed concern of project and impact on his land and asked for refine for his lot. It was noted that the staff and contractors will be meeting with Lubos on Friday one-on-one to work through the concerns.

Martie Semmer, Blue Grouse Trail-spoke on the Sherwood Forest project and asked for a more public meeting with the entire subdivision.

Jodie Willey, Crown Drive-remarked on the Spruce Creek Drive work and agreed with Mr. Stimpson comments. Comments were clarified concerning the "heavy scope". Noted the survey work is complete but what is presented are options and potential impacts.

Doug O'brien, Crown Drive-agreed with comments from others concerning Spruce Creek project.

### IV. PUBLIC HEARING

Mayor Babich opened the public hearing at 6:30 p.m.

### D. Land Use Code Public Hearing

\*Comments and recommendation from the Planning & Zoning Commission are provided in the Planning & Zoning Minutes of June 14, 2023\*

Mayor Babich provided an introduction on the Land Use Code. It was noted that this has been reviewed and discussed over the last 18 months.

Noted the minutes from the June 14, 2023 Planning & Zoning Meeting were included int he packet. The minutes noted public comments and the recommendation from the Planning & Zoning Commission. Staff provided more context on the recommendation from Planning & Zoning Commission.

### Public Comments:

Martie Semmer, Blue Grouse Trail-provided comments on the lighting section of the code with and asked for the prohibition of bistro lights as it is in conflict of the shielding of lights. Attorney Widner noted the current ordinance which was included in the Land Use Code. He agreed there is conflict but explained the enforcement step. She asked that bistro and spot lights be address with shielding and motion sensors. She asked that the light pollution/trespass be included. It was noted that adjustments/changes may be done at a later date.

Lubos Hlahulek, Sherwood Lane-spoke on the concerns of bears in the area due to trash and expressed a need for certain lighting for safety. He noted safety issues on the road.

Paul Semmer, Blue Grouse Trail-Recommended a grammatical review of the document. He agreed with Mrs. Semmer's comments. He commented on right-of-way zone and the explanation of prescriptive rights. He noted issue with utilities easements and what is allowed under the road easements. He remarked on Open Space zone definition and asked for same definition of the Open Space & Trails Master Plan definition. He asked about when and how the zones and mapping will take place. Attorney Widner noted there is not a timeline and the Trustees will have the opportunity to rezone as needed and nothing needs to change today.

Dan Cleary, Rustic Terrace-He noted a missed zone district for a "large parcel" district. He recommended it be considered for later. He echoed comments and concerns on the right-of-way from Mr. Semmer. He asked it be discussed where the new measurement and consideration of where the road easement will lie for the right-of-way zone. He recommended removing RP1 for a re-evaluation. He remarked on the various zone districts. He remarked there may be a need for a conditional use permit or temporary use permit.

Mayor Babich closed the public hearing at 6:58 p.m.

#### Post hearing discussion:

Town Manager provided a recap of the Planning & Zoning Commission recommendation of removal of the RP1 Zone District.

Trustee Hopkins noted there were small items that could be tweaked later.

Attorney Widner recommended removal of the RP1 Zone District. He remarked on the nonconforming use issue and how properties have been made non-conforming due to rule changes over time. Attorney Widner reviewed questions raised during the public hearing.

Trustee Fossett noted he is okay with how the Land Use Code is written and with striking the RP1 Zone District for further review. He noted that some items may be reviewed for amendments later.

### V. NEW BUSINESS

E. 2022 Draft Audit Presentation by Matthew Staples, McMahan & Associates LLCAuditor Matt Staples was present to present the draft 2022 Audit Report. He reviewed the audit process as well as the findings. He noted the Town has received a clean audit.

Manager Eddy noted this information was presented to the Finance Committee.

F. Engineering Updates and reports for Sherwood Forest and Crown Subdivisions Manager Eddy noted information provided by Muller Engineering on both Sherwood Forest and Spruce Creek Road projects. She noted the information on Sherwood Forest is strictly an update and that staff continues to work with residents individually on the individual concerns. The Spruce Creek Road project is to provide a full set of options. Steven Humphrey and Whitney Guerin from Muller Engineering spoke on the "heavy" option for Spruce Creek Road and noted they do not recommend the heavy option for work.

Discussion of options for 2023 included signing and additional maintenance. Residents did request speed humps. The engineers did not recommend this option but stated they would look at options.

Trustee Finley discussed issues on Sherwood and asked about reviewing it for a capital project versus the current plan. Trustee Fossett explained the reasoning for the current plan and to keep the water flow going where it current goes. Mayor Babich noted the challenges with the Town road and staff/contractors are working to find the best possible solutions for the conditions. He noted a need to work with staff and the contractors to get the work done.

### VI. ORDINANCE CONSIDERATION FOR APPROVAL

G. Ordinance 2023-02 Adoption of the Land Use Code

Motion made by Trustee Fossett, Seconded by Trustee Finley to approve Ordinance 2023-02 Adopting the Blue River Land Use Code with the following amendments:

1. To remove Article 5 Chapter 16A which is the RP-1 Zone District and show that Article as "reserved";

2. To authorize the Town Manager and the Town Attorney to finalize the Land Use Code by completing information in the Code pertaining to number of copies of applications to be submitted, dates of Code adoption, and other basic information that does not alter the intent of the Land Use Code.

3. Delete "relatively light tree cover" for definition of open space in Article 3 of Chapter 16. Under discussion: Trustee Dixon asked about lighting conflict. Trustee Finley reviewed the exceptions and there was a lengthy discussion and feels there is no conflict. Mayor Babich concurred with Trustee Finley.

Attorney Widner clarified the lighting code and process for review if the town makes changes in the future.

Voting Yea: Mayor Babich, Trustee Dixon, Trustee Finley, Trustee Fossett, Trustee Hopkins, Trustee Pilling, Trustee Slaughter

H. Ordinance 2023-03 Amendment to Chapter Administration

Motion made by Trustee Slaughter, Seconded by Trustee Fossett to approve Ordinance 2023-03 amending to include Open Space & Trails Advisory Committee. Voting Yea: Mayor Babich, Trustee Dixon, Trustee Finley, Trustee Fossett, Trustee Hopkins, Trustee Pilling, Trustee Slaughter

### **VII. REPORTS**

I. Mayor

Mayor Babich report the Finance Committee met and review the quarterly financials and draft audit. The Committee will begin meeting to plan the 2024 budget.

J. Trustees

i. Citizen Advisory Committee - Trustee Finley

- ii. Open Space and Trails Committee Trustee Dixon
- iii. Planning and Zoning Trustee Hopkins
- iv. Transit Authority Trustee Pilling
- v. Wildfire Council Trustee Slaughter
- vi. CDOT Trustee Fossett
- Trustees

i. **Citizen Advisory Committee** - Trustee Finley reported the committee once again did not have quorum and therefore did not meet. There was a discussion of addressing the attendance issues. The next meeting is scheduled for July 11, 2023

ii. **Open Space and Trails Committee** - Trustee Dixon reported the committee hasn't met since March. They will meet again when the draft map is ready for review. Discussion on a field trip with the Trustees needs to be planned. It was asked for three one to one and a half hour sessions were desired. Manager Eddy noted she has been asking for requested dates. She also noted a need to notice, and record the gathering. It was decided for the Mayor and Manager to set dates and notify everyone. Trustees Dixon and Finley will be touring the areas July 7th, 10 a.m.

iii. **Planning and Zoning** - Trustee Hopkins reported the commission recommended approval of the land use code and one new construction project.

iv. **Transit Authority** - Trustee Pilling reported they did not meet in June and nearly fully staff.

v. **Wildfire Council** - Trustee Slaughter reported on the Blue River West and Blue River East projects. 2023 Wildfire grants were approved. There will be tours this summer with more information to come.

vi. **CDOT** - Trustee Fossett reported himself and Manager Eddy will be meeting with Representative McCluskie.

K. Attorney

Attorney Widner reported his new book Bob's Rules has been published.

L. Staff Reports

Manager Eddy introduced the Town staff and remarked on the strong team for the Town. Mayor Babich and others thanked staff for their work.

#### **VIII. ADJOURN**

Motion made by Trustee Finley, Seconded by Trustee Fossett to adjourn the regular meeting at 8:30 p.m.

Voting Yea: Mayor Babich, Trustee Dixon, Trustee Finley, Trustee Fossett, Trustee Hopkins, Trustee Pilling, Trustee Slaughter

### **NEXT MEETING -**

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. Respectfully Submitted: Michelle Eddy, MMC Town Clerk

# Town of Blue River

# A/P Aging Summary

As of July 6, 2023

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
Betone LLC	619.00					\$619.00
Fresh & Clean Ltd.	28.00					\$28.00
G &G Services	57,664.64					\$57,664.64
LaserGraphics	249.00					\$249.00
Marchetti & Weaver, LLC	618.25					\$618.25
Summit County Signs	950.00					\$950.00
Summit Fire Authority	2,292.00					\$2,292.00
TOTAL	\$62,420.89	\$0.00	\$0.00	\$0.00	\$0.00	\$62,420.89

# Town of Blue River

# A/P Aging Summary

As of July 25, 2023

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
Breckenridge Building Center	9.16					\$9.16
Charles Abbott Associates	5,801.29					\$5,801.29
Ebert Appraisal Service, Inc.		4,300.00				\$4,300.00
G &G Services	36,679.25	36,102.74				\$72,781.99
Haagenson Health Options	80.00					\$80.00
International Institute of Municipal Cler	360.00					\$360.00
LAWS Inc		3,135.94				\$3,135.94
Muller Engineering Co		13,444.75				\$13,444.75
Office Depot Business Account	157.93					\$157.93
Summit County Animal Control		525.00				\$525.00
Summit County Government	1,500.00					\$1,500.00
Timber Creek Water District		200.00				\$200.00
TSH Tree Service		10,730.50				\$10,730.50
Upper Blue Sanitation District	168.00					\$168.00
Widner Juran LLP		3,906.00				\$3,906.00
TOTAL	\$44,755.63	\$72,344.93	\$0.00	\$0.00	\$0.00	\$117,100.56

# AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR THE OPERATION, ADMINISTRATION AND FINANCIAL SUPPORT OF THE SUMMIT COUNTY COMMUNICATIONS CENTER

This Amended and Restated Intergovernmental Agreement for the Operation, Administration and Financial Support of the Summit County 911 Communications Center ("IGA"), is hereby made and entered into this 31 day of July, 2023, by and between the Town of Blue River, Town of Breckenridge, Town of Dillon, Town of Frisco, Town of Silverthorne, the Board of County Commissioners ("BOCC) of Summit County ("County"), Summit County Sheriff's Office, Summit Fire and EMS Protection District, and the Red, White and Blue Fire Protection District, and hereinafter severally referred to by name or collectively as the "Participating Members", for the operation, administration and financial support provision of the Summit County 911 Communications Center, hereinafter referred to as "SCCC", in exchange for the continuation of SCCC services, subject to the following provisions:

### WITNESSETH:

WHEREAS, Participating Members entered into an Intergovernmental Agreement on January 1, 2002, establishing a consortium and covenants for the operation, administration, and financial support of the Summit County Communications Center ("SCCC"). (See Addendum A, <u>Amended Intergovernmental Agreement for the</u> <u>Operation, Administration and Financial Support of the Summit County Communications Center</u>, May 18, 2010).

**WHEREAS**, the Participating Members in the performance of their governmental functions, do furnish fire, emergency medical services, and law enforcement protection or other public safety services to the residents and visitors within the boundaries of their respective service areas, and

WHEREAS, the Participating Members are severally authorized to maintain and operate radio communications systems for the transmission and dispatching of messages relating to fire, emergency medical services, law enforcement protection or other public safety services, and engage in the dispatching of public safety and emergency vehicles and services to citizens and residents in need from their own organizations, as well as from other public or private entities providing public safety services (hereinafter referred to as "Services"); and,

WHEREAS, such Services to date have been provided to all the Participating Members by the SCCC as a County Department under shared direction and supervision of Summit County Government, the SCCC Policy Board, and the SCCC Operations Group; and

WHEREAS, the parties hereto desire to update the current agreement to reflect current practices; and

WHEREAS, pursuant to the provisions of Section 29-1-201, et seq., Colorado Revised Statutes, as amended and Article XIV of the Constitution of the State of Colorado, each of the Participating Members is legally authorized to cooperate and contract with the others for the purpose of providing, on an intergovernmental basis, any function, service or facility authorized to it, including without limit the sharing of costs and incurring of debt, and further including authority to provide for the joint exercise of such function, service or facility; and

**WHEREAS**, the Participating Members do hereby severally and collectively determine and declare that this IGA is necessary, proper and convenient for the continued fostering and preservation of the public peace, health and safety.

**NOW, THEREFORE**, in consideration of the premises and of the respective covenants and undertakings of the parties hereto, each covenanting to and with each other jointly and severally, as herein set forth, IT IS AGREED UPON as follows, to-wit:

### **ARTICLE I – TERM AND EFFECT**

- 1. Effect of IGA. Except as expressly provided herein, this Amended and Restated IGA shall replace and supersede all prior agreements of any kind between all or any of the Participating Members and any or all other Participating Members hereto, to the extent and for the limited purpose as such other agreements may be related to the provision of services by the SCCC.
- Term. The initial term of this IGA shall commence on July 1, 2023, and expire on December 31, 2027. Upon the expiration of the initial term, the IGA shall automatically renew for an additional five (5) year renewal term and will automatically renew for additional five (5) year terms thereafter, subject to the provisions of "Article V, Default, Termination & Withdrawal",

### **ARTICLE II – SUMMIT COUNTY 911 COMMUNICATIONS CENTER**

# 1. Board of Directors Governance of the SCCC and Summit County 911 Communication Center Director.

- a. Board of Governors ("the Board") shall directly govern the SCCC, as such entity is described and empowered below.
- b. The Board's purposes include the following:

- i. To maintain consolidated public safety communications services,
- ii. To continuously improve fire, medical aid, and law enforcement service communications within the Participating Members' service areas,
- iii. To provide consolidated emergency telephone, radio, and alarm communications services for Participating Members,
- iv. To establish and maintain such services that will be of substantial benefit to the citizens of the service areas and the public in general.
- c. The Board shall be comprised of the following nine (9) positions representing each Participating Member:
  - i. Summit County Manager
  - ii. Summit County Sheriff's Office, Sheriff
  - iii. Town of Blue River, Chief of Police
  - iv. Town of Breckenridge, Chief of Police
  - v. Town of Dillon, Chief of Police
  - vi. Town of Frisco, Chief of Police
  - vii. Town of Silverthorne, Chief of Police
  - viii. Red, White and Blue Fire, Fire Chief
  - ix. Summit Fire and EMS, Fire Chief
- d. The term length for all the Board members shall be perpetual for the term of this IGA.
- e. A majority of the appointed Board members or their designee will constitute a quorum for the purpose of conducting its business and exercising its powers and for all other purposes. Except as this IGA and/or applicable law requires otherwise, majority vote of a quorum is necessary to decide any question before the Board.
- f. Board meetings are subject to the Colorado Open Meeting Act and all other laws of the State of Colorado.
- g. Regular meetings of the Board will be held at least monthly at such day, time, and place as determined by the Board. Subject to applicable law, special meetings may be called by the chairperson as needed and within seven days after receiving a request from two or more members of the Board. Subject to applicable law, the Board has the authority to cancel or

reschedule a regularly scheduled meeting should there be no business to conduct or if a quorum is unable to be established.

- h. Each Board member will be entitled to an equal vote in all Board decisions.
- i. The specific duties and responsibilities of the Board, in addition to those general duties and authorities discussed above, are as follows:
  - i. Establish and adopt by-laws governing the functional aspects of the Board.
  - Define and establish necessary Operational Workgroups representing the areas of law enforcement, fire, and emergency medical services for technical and operational support of the Board, the 911 Director and SCCC.
  - iii. Make decisions regarding the Summit County 911 Communication Center Director (911 Director) including: hiring, performance evaluation, and discipline, up to and including termination, provided such decisions are made in accordance with and subject to all applicable County personnel policies and procedures.
  - iv. Provide direction for the 911 Director related to SCCC operations and services.
  - v. Conducting yearly performance evaluations of the 911 Director subject to all applicable County personnel policies and procedures.
  - vi. Approve and recommend an annual budget, developed by the 911 Director, in partnership with other County staff as needed, to the Summit County Board of County Commissioners ("BOCC") for final BOCC approval and/or modification.
  - vii. Define service level agreements ("SLAs") related to the delivery of services by the 911 Director and SCCC
  - viii. Provide oversight and approval of policies and standard operating procedures ("SOPs") of the SCCC,
  - ix. Provide oversight of operational goals and guidelines for the SCCC.
  - x. Report regularly to the member agencies of the SCCC.
  - xi. Serve in the capacity as the E911 Authority Board.
  - xii. Evaluate the SCCC Payment Calculation Formula (as such term is defined in Paragraph 3 of Article III) as part of the budget process, and make recommendations to the BOCC regarding said formula, as an element of the overall budget process, based upon such evaluations.
  - xiii. Make determinations regarding the definition of emergency services and the fees for such services.

### 2. Summit County 911 Director

- a. The 911 Director shall be a full-time employee of County and bound by all policies and guidelines of Summit County Government.
- b. The 911 Director will have a dual reporting relationship:
  - i. Reporting to the Board on all aspects related to the general operational policies and functions of the SCCC governed by this IGA.
  - ii. Reporting to County management regarding any matters related to the day-to-day administrative and personnel function governed by County policies and procedures.
- c. The 911 Director will operate and manage the SCCC, supervise the SCCC services, and serve as the operational head for the SCCC subject to the direction and oversight of the Board.
- d. The 911 Director will be responsible for delivering SCCC services to meet Service Level
  Agreements (SLAs) as defined and approved by the Board. The 911 Director will also be
  responsible for negotiating and meeting any individual Participating Member SLAs required.
- e. Subject to the terms and conditions contained in this IGA, and in accordance with and subject to all applicable County policies and procedures, the 911 Director will be responsible for all day-today operations, administration, and personnel functions of the SCCC, including dispatching, record-keeping, communications, and other SCCC functions subject to and in accordance with the SCCC's SOPs.
- f. Subject to the terms and conditions contained in this IGA, and subject to Board approval, the 911
  Director will be responsible for all SCCC specific technology selections and implementations,
  with support from Participating Members as required,
- g. The 911 Director will perform financial and administrative functions of SCCC including the following:
  - Contracting, employing, and supervising all personnel assigned to and/or employed by SCCC, including, without limitation, hiring, firing, disciplining, and all other SCCC employment decisions, provided such decisions are made in accordance with and subject to all applicable County personnel policies and procedures.
  - ii. Managing and supervising all contractors assigned SCCC duties.

- iii. Except as expressly provided otherwise by this IGA, SCCC personnel will report to the911 Director.
- iv. Incurring expenses in accordance with this IGA and subject to the SCCC's Boardapproved budget.
- v. Expending funds in accordance with SCCC's Board-approved budget and County purchasing policies.
- vi. Providing (or causing to be provided) all technology, personnel administration, financial, insurance, legal advice, management, and facilities services and support related SCCC services and functionality in accordance with this IGA, the approved SCCC budget, and partnership with the Board and County Management
  - The 911 Director working with the Board and County Department Directors and Management will determine the manner in which support services are delivered to and/or managed by the SCCC.
- vii. Coordinate with the County Finance Department on the billing and collecting from each Participating Member its share of the cost of SCCC's operations as provided in this IGA and the approved annual budget of SCCC.
- viii. Provide the audit, accounting for, receipt, and custody of SCCC funds and expenditures in the form of a monthly budget report to the Board, which will include a full report on operating expenses, fund balances, and capital project expenditures.
- ix. Attend all meetings of the Board and provide the Board assistance and advice when requested.

### 3. SCCC is a County Department.

- a. The SCCC shall remain a department of the Summit County Government.
- b. The SCCC shall be administered and supervised by the 911 Director.
- c. All persons employed by the SCCC, including the 911 Director, shall remain as County employees, subject to all County personnel policies and procedures, and eligible for all County employee benefits available to like employees.
- d. Employment actions for the 911 Director will be conducted by the County, at the request and recommendation of the Board.
- e. Employment actions for all SCCC employees excluding the 911 Director will be conducted

by the County at the recommendation of the 911 Director, in accordance with all County policies and procedures.

- f. The financial and budgetary process for the SCCC shall, at all times, for the duration of this IGA, follow County policy and procedure regarding such matters.
- g. The SCCC operational center is located in the Summit County Emergency Services Building, 0227 County Shops Road, within the Summit County Library and Service Center Planned Unit Development area ("County Commons PUD").
- h. The County shall provide defined overhead services for the SCCC ("Support Services"),
  including payroll administration, legal services, information systems services, and building and
  grounds support, as provided for herein.

### **ARTICLE III – ANNUAL OPERATIONS CHARGES FOR SERVICES**

- 1. The Participating Members hereby agree to the payment of an allocated annual share of the overall budgeted operating costs of the SCCC, which shall include but not be limited to the costs of salaries and fringe benefits for employees, telephones, supplies, utilities, maintenance, insurance premiums and deductibles, and any other expenses related to the efficient operation and administration of the communications center. Such payment obligation ("Annual Operations Payment") shall be assessed annually to each Participating Member, based on a proposed budget for each fiscal calendar year ("Proposed Budget"). Said Proposed budget, and accordingly Annual Operations Payment for each Participating Member, may be modified from time to time to reflect the actual operating costs of the SCCC, as provided herein.
- 2. Participating Members for every fiscal and calendar year of the term of this IGA shall reimburse Summit County for their pro rata share of the total operating expenses of the SCCC, in accordance with and through the application of the SCCC Annual Operations Payment Process (AOPP), as modified from the original 2002 agreement payment process as specified below.
- 3. An Annual Operations Payment ("AOP") shall be determined by the Board and calculated on an annual basis in accordance with the following guiding principles. Modifications to this formula must be adopted by the amendment of this Agreement.

- a. All Participating Members shall pay an allocated share of the Direct Overhead Base Rate as defined by the Board, and summarized in the proposed budget, unless such participation is specifically exempted or reduced for an agency by the Board due to hardship or minimal SCCC use, as evidenced in the SCCC's incident/audit record.
- b. Prior to calculating the AOP for each Participating Member any funding budgeted by the County from the applicable ballot measures for foundational support, which remains after funding the Capital Expenditure Budget (see Article IV Paragraph 6), or any funding source independent of the Participating Members will be applied to the proposed budget.
- c. Prior to calculating the AOP the Board has the authority to apply any existing fund balance to the proposed budget, in accordance with any funding limitations established previously.
- d. After netting out the Direct Overhead Base Payments and any other participation revenues, Participating Members' remaining AOP shall be calculated using their annual percentage of use for incident processed for the agency during the fiscal and calendar year, using data two years prior to the subject proposed budget.
- 4. The AOP for each Participating Member shall initially be based off the Proposed Budget. Nevertheless, the actual operations costs of the SCCC shall at all times reflect the actual SCCC operations budget. Accordingly, the Proposed Budget, and the initial estimate of each Participating Member's AOP, may be subject to modification through the proper budget modification process.
- 5. All payments due by each Participating Member pursuant to the provisions of this Article III to the IGA shall be collected quarterly, with said payments due on the first day of the first month of each quarter (i.e., January 1, April 1, July 1, and October 1). Notification of the estimated Percentage of Use payments due from each Participating Member for the ensuing fiscal and calendar year shall be distributed as early as practicable of the prior year, based off the Proposed Budget for that ensuing year.
- 6. The County shall define the kind and level of County overhead services for the SCCC and charges for such services, if any, to be allocated to the SCCC, using the most recent cost allocation study commissioned by the County as a basis and in accordance with standard County policies and procedures.

### **ARTICLE IV – CAPITAL EXPENDITURE BUDGET**

- Capital expenditures shall be budgeted as part of the SCCC general operating budget ("Capital Expenditure Budget). Capital expenditures will be divided into three categories within the operating budget:
  - a. A category for General Capital, which is defined as capital expenditures that benefit or impact all Participating Members.
  - b. A category for Law Enforcement Capital, which is defined as capital expenditures that only benefit or impact the Participating Member of law enforcement, consisting of Summit County Sheriff's Office, Town of Blue River, Town of Breckenridge, Town of Dillon, Town of Frisco, and Town of Silverthorne.
  - A category for Fire/EMS Capital, which is defined as capital expenditures that only benefit or impact the Participating Members of fire/EMS, consisting of Red, White, and Blue Fire Protection District and Summit Fire and EMS Protection District.
  - d. The Board will be responsible for determining the appropriate categorization of each capital item with support from the 911 Director.
- 2. A five-year rolling Capital Expenditure Plan will be defined and updated each year by the Board with support from the 911 Director.
- 3. The overall Capital Expenditure Budget of the SCCC shall be calculated based on the expenditures defined in the Capital Expenditure Plan.
- 4. Each budgeted expense in the Capital Expenditure Budget will be categorized into one of the three Capital Expenditure Fund categories as defined in Paragraph 1 of Article IV.
- 5. Funds from the Capital Expenditure Budget will be expended in accordance with the subject fiscal year approved SCCC operating budget as defined in the Capital Expenditures Plan determined by the Board with support from the 911 Director, and approved by the BOCC.
- 6. Funding for General Capital expenditures will first use any funding budgeted by the County from the applicable ballot measures for foundational support or any funding source independent of the Participating Members before any Participating Member contribution is calculated.
- 7. In the event that funding independent of the Participating Members will not cover the total of budgeted

General Capital expenditures or if a capital expenditure is categorized as Law Enforcement or Fire/EMS Capital the following contribution formulas will apply:

- a. General Capital expenditures contributions will be determined by using an annual percentage of use. This shall be calculated for each Participating Member utilizing the SCCC services based on the total number of incidents processed for that agency by the SCCC during the most recent complete fiscal year prior to the subject fiscal year, divided by the aggregate number of incidents processed by the SCCC in total during the most recent complete fiscal year. The Board may adopt modifications to this formula.
- b. Law Enforcement Capital expenditures contributions will be determined by using a percentage of total population. This shall be calculated for each Law Enforcement Participating Member utilizing the most recent United States Census Bureau national census data. Based on this data the total population of each individual entity and all entities combined shall be determined, and then a percentage of said total population shall be established for each governing entity represented by the Law Enforcement Participating Members. For purposes of this agreement the Sheriff's Office population shall be determed to be the population of unincorporated Summit County. The Board may adopt modifications to this formula.
- c. Fire/EMS Capital expenditures contributions will be determined by using an annual percentage of use. This shall be calculated for each Fire/EMS Participating Member utilizing the SCCC services based on the total number of incidents processed for that agency by the SCCC during the most recent complete fiscal year prior to the subject fiscal year, divided by the aggregate number of incidents processed by the SCCC in total for all Fire/EMS Participating Members during the most recent complete fiscal year. The Board may adopt modifications to this formula.
- 8. Modifications to the Capital Expenditure Budget, in terms of monetary obligations, as well as the contribution formula, may be recommended by the Board as deemed appropriate. Said Capital Expenditure Budget, and accordingly the Capital Expenditure contributions for each Participating Member, may therefore be subject to modification from time to time in accordance with the same policies and procedures as set forth for the Annual Operations Payment in Article III above.
- 9. Capital expenditure payments for each Participating Member shall be made quarterly, in accordance

with the schedule for payment set forth for the operations costs in Article III above.

### ARTICLE V – DEFAULT, TERMINATION & WITHDRAWAL

- 1. **Notice of Default**. In the event any Participating Member fails to pay its share of the operating costs when due, or otherwise default under its obligations per this IGA, the Board shall cause written notice of default to be given to the defaulting Participating Member's legislative body or other authority that approved this IGA. The notice shall include a statement of the SCCC's intention to suspend performance of SCCC Services under this IGA as to such Participating Member in default unless such default is cured within twenty (20) days from the date of such notice. Such notice shall set forth the nature of the default in reasonable detail and shall specify the required action to cure the default. The Board is authorized to provide additional time for the cure of a default.
- 2. **Suspension of Performance.** Upon failure to timely cure a default, performance of SCCC Services under this IGA shall be suspended by the Board, as to the defaulting Participating Member.
- 3. Emergency SCCC Services. Notwithstanding anything above to the contrary, said suspension of performance of SCCC Services under this IGA shall not include any suspension of performance of "Emergency Services" by the SCCC, as such term is defined by the Board, for the defaulting Participating Member. Said Emergency Services shall continue to be performed by the SCCC for the defaulting Participating Member, and the Board shall invoice the defaulting Participating Member for such emergency services at a rate as determined to be appropriate by the Board, for the duration of such suspension. All parties hereto concur that such invoices shall be considered a good and valid debt for the payment of services provided, which may be collected and/or assigned through all available legal and equitable means.
- 4. Termination. If, after default under this IGA which necessitates a suspension of performance of SCCC services as provided above, any defaulting Participating Member that continues to fail to correct any default under the performance of this IGA for an additional period of three months, the Board may provide said defaulting Participating Member with a notice of intention to terminate the IGA with respect to said defaulting Participating Member upon the end of the current fiscal and calendar year. Such termination shall effectively eliminate any and all rights the defaulting Participating Member may have to rely on the provision of any SCCC services, including without limit all emergency services as defined herein. Any SCCC assets that were partially or fully purchased with that Participating Member will receive no

repayment for any moneys, which were expended for the purchase of such assets under this IGA as such agreement now stands or may be amended from time to time.

- 5. **Withdrawal**. If a Participating Member wishes to withdraw from the SCCC, a one-year written notice must be submitted to the Board stating such intentions. Any SCCC assets that were partially or fully purchased with that Participating Member's funding shall stay with the SCCC. The withdrawing Participating Member will receive no repayment for any moneys, which were expended for the purchase of such assets under either this IGA as such agreement now stands or may be amended from time to time.
- 6. **Survival of Agreement**. Notwithstanding anything herein to the contrary, Participating Members understand and agree that all terms and conditions for this IGA shall remain in full force and effect regardless of a Participating Member's withdrawal or termination.

#### ARTICLE VI – GENERAL PROVISIONS

1. **Waiver**. The failure of any Participating Member to exercise any of its rights under this IGA shall not be deemed to be a waiver of any rights provided for under this IGA.

#### 2. **Appropriation of funds**.

- a. Notwithstanding anything herein to the contrary, the obligations of each individual Participating Member under this IGA shall be subject to an annual appropriation, by that Participating Member's governing body, of funds sufficient to meet those obligations provided by this IGA. In the event that sufficient funds are not so appropriated by a Participating Member, as required by this IGA, this Agreement may be terminated by either said Participating Member or the Board as to said Participating Member.
- b. Nevertheless, no Participating Member shall be permitted to terminate or withdraw from this IGA prior to the end of a fiscal or calendar year due to such non-appropriation of funds, and in no circumstances shall any portion of any type of contribution of the Participating Member failing to so appropriate sufficient funds be returned or pro-rated due to such non-appropriation.
- c. No obligation provided in this IGA is intended to or shall be interpreted to constitute a multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

3. Notice. Any notice or communication given pursuant to this IGA shall be given in writing, either in person or by certified mail, return receipt requested to the addresses listed in Addendum B, <u>Notification and Contact Information</u>, to this IGA, which is subject to modification from time to time. If given in person, notice shall be deemed given when actually given. If given by certified mail, notice shall be deemed given at the time indicated on the duly completed return receipt.

Any Participating Member may change the address to which notices, requests, consents, approvals, written instructions, reports, or other communications are to be given by a notice of change of address given in the manner set forth in this paragraph.

- 4. **No Benefit to Inure to Third Parties.** This IGA does not, and shall not be deemed to, confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceedings against any Participating Member because of any breach hereof, or because of any terms, covenants, agreements or conditions contained herein.
- 5. **Modifications.** No modification or waiver of this IGA, or modification of any covenant, condition, or provision herein contained, shall be valid unless said modification is first considered and recommended for approval by the Board at a formal Board meeting, and then adopted in writing and duly executed by a three quarters (75%) majority of the Participating Members.
- 6. **Agreement.** This IGA constitutes the entire agreement and understanding between the Participating Members on the subject matter hereof and supersedes any prior agreements or understandings relating to the subject matter of this IGA, except for other written agreements and understandings referred to herein.
- 7. **Benefit.** This IGA shall be binding upon and shall inure to the benefit of the parties hereto, their successors or assigns.
- 8. **Severability.** All agreements and covenants contained herein are severable, and in the event that any such agreement or covenant is held invalid, by a court of competent jurisdiction, this IGA shall be interpreted as if such invalid agreement or covenant were not contained herein.
- 9. **Governmental Immunity.** No Participating Member hereto intends to waive, expressly or implicitly, by any provision of this IGA, the monetary limits or any other rights, immunities and protections

provided by the Colorado Governmental Immunity Act, Section 24-10-101, <u>et seq.</u>, C.R.S., as amended from time to time, or any other privilege or immunity provided by law.

- 10. **Attorney's Fees.** If an action is brought to enforce this IGA, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 11. **Applicable Law.** This IGA shall be interpreted in all respects in accordance with the laws of the State of Colorado. Venue shall only be proper in Summit County, Colorado.
- 12. **Paragraph Headings.** Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this IGA.
- 13. Indemnity. All actions or omissions by any Participating Member, and/or its designated representative, in the course and scope of its performance of any obligations, responsibilities, or duties under this IGA and/or as a member of the Board, shall be insured by the insurance policies and coverage to be obtained by Summit County for the SCCC and made a part of the total operating costs of the SCCC. However, any and all actions or omissions by any Participating Member, and/or its designated representative, outside of the proper course and scope of its performance of any obligations, responsibilities, or duties under this IGA and/or as a member of the Board (hereinafter referred to as "non- authorized acts or omissions"), shall be the sole responsibility of the Participating Member, and/or its designated representative. Accordingly, each Participating Members hereto shall, without waiving governmental immunity, fully indemnify, to the extent permissible under Colorado law, for all injuries to person or property as are directly or indirectly caused by any such non-authorized acts or omissions of that Participating Member or a representative of such Participating Member, which result in any damages, claims, costs or liability of any manner, including without limit reasonable attorney's fees, each and every other Participating Member, and the SCCC as an entity.
- 14. Insurance. Regardless of the obligation for the SCCC to carry all proper and necessary insurance to provide appropriate coverage for its operations, all Participating Members shall also be required to maintain insurance coverage (through such policy or means determined appropriate by each Participating Member) at a minimum of the limits for liability set forth by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended from time to time.
- 15. **Hold harmless**. Each Participating Member shall hold harmless the SCCC, its officers, employees, and agents against the loss of any service due to circumstances beyond the control of the SCCC. Such

agreement shall extend to the Board, and the Summit County Government as well.

16. Individual obligations. Each Participating Member is required to carry out and perform all the obligations of a Participating Member under this IGA independently of the actions of any and all other Participating Members. No Participating Member shall be responsible or liable for the failure of any other Participating Member to perform its obligations herein.

# <u>ARTICLE VII – FUTURE CONTRACTS BY THE SCCC FOR</u> <u>COMMUNICATIONS SERVICES</u>

It is agreed by and between the Participating Members that the SCCC may be in a position to furnish radio communications services to other governmental, quasi-governmental, or non- governmental entities, and in this regard, the Participating Members hereby expressly agree and consent that any such contract or agreement for the provision of services to such other entities and the SCCC shall be either through amendment to this IGA, or through a separate document on the same terms and condition as this IGA, including the formula used for annual cost calculations, as well as any other terms and conditions that the Board may deem appropriate which are not inconsistent with this IGA, do not lessen the service to, or increase the charges due from the other Participating Members. Notwithstanding the foregoing, Participating Members all acknowledge that certain governmental entities, at a maximum threshold of service demand as set by the Board, may potentially opt to forego participating membership into the SCCC per this agreement, and instead contract with the SCCC for services.

# Addendum A

Amended Intergovernmental Agreement for the Operation, Administration and Financial Support of the Summit County Communications Center May 18, 2010



# AMENDED INTERGOVERNMENTAL AGREEMENT FOR THE OPERATION, ADMINISTRATION AND FINANCIAL SUPPORT OF THE SUMMIT COUNTY COMMUNICATIONS CENTER

This Intergovernmental Agreement For The Operation, Administration And Financial Support Of The Summit County Communications Center ("IGA"), is hereby made and entered into this 18th day of May, 2010, by and between the Towns of Blue River, Breckenridge, Dillon, Frisco, and Silverthorne, the Summit County Government, the Lake Dillon Fire Protection District, the Red, White and Blue Fire Protection District, the Copper Mountain Consolidated Metropolitan District, and the Lower Blue Fire Protection District (collectively referred to herein as the "Special Districts"), each being a political subdivision and a governmental entity within the boundaries of the County of Summit, State of Colorado, and hereinafter severally referred to by name or collectively as the "**Participating Members**", for the operation, administration and financial support provision of the Summit County Communications Center, hereinafter referred to as "**SCCC**", in exchange for the continuation of SCCC services, subject to the following provisions:

#### WITNESSETH:

**WHEREAS**, Participating Members entered into an Intergovernmental Agreement on January 1, 2002 establishing a consortium and covenants for the operation, administration and financial support of the Summit County Communications Center (See Addendum A, *Intergovernmental agreement for the operation, administration and financial support of the summit county communications center*, January 1, 2002).

**WHEREAS**, the Participating Members in the performance of their governmental functions, do furnish fire and/or police protection and other public safety services to the citizens and residents within the boundaries and areas of their respective service areas, and

WHEREAS, the Participating Members are severally authorized to maintain and operate radio communications systems for the transmission and dispatching of messages relating to fire and/or police protection and other public safety services, and engage in the dispatching of public safety and emergency vehicles and services to citizens and residents in need from their own organizations, as well as from other public or private entities providing public safety services (hereinafter referred to as "Services"); and,

WHEREAS, such Services to date have been provided to all the Participating Members by the SCCC as a Department under the direct control and supervision of the Summit County Government; and

WHEREAS, the parties hereto desire to update the current agreement to reflect current practices; and

WHEREAS, pursuant to the provisions of Section 29-1-201, et seq., Colorado Revised Statutes, as amended and Article XIV of the Constitution of the State of Colorado, each of the Participating Members is legally authorized to cooperate and contract with the others for the purpose of providing, on an intergovernmental basis, any function, service or facility authorized to it, including without limit the sharing of costs and incurring of debt, and further including authority to provide for the joint exercise of such function, service or facility; and

**WHEREAS**, the Participating Members do hereby severally and collectively determine and declare that this IGA is necessary, proper and convenient for the continued fostering and preservation of the public peace, health and safety.

**NOW, THEREFORE**, in consideration of the premises and of the respective covenants and undertakings of the parties hereto, each covenanting to and with each other jointly and severally, as herein set forth, IT IS AGREED UPON as follows, to-wit:

#### ARTICLE I – TERM AND EFFECT

- 1. **Effect of IGA**. Except as expressly provided herein, this IGA shall replace and supersede all prior agreements of any kind between all or any of the Participating Members and any or all other Participating Members hereto, to the extent and for the limited purpose as such other agreements may be related to the provision of services by the SCCC.
- Term. The intitial term of this IGA shall commence on January 1, 2011 and expire on December 31, 2015. Upon the expiration of the initial term, the IGA shall automatically renew for an additional five (5) year renewal term and will automatically renew for additional five (5) year terms thereafter, subject to the provisions of "Article V, <u>Default, Termination &</u> <u>Withdrawal",</u>

### ARTICLE II – COMMUNICATIONS CENTER

### 1. SCCC is a County Department.

- a. The SCCC shall remain a department of the Summit County Government.
- b. The SCCC shall be administered and supervised by the SCCC Communications Director, or otherwise designated by the County. All persons employed by the SCCC, including the Communications Director, shall remain as Summit County Government employees, subject to all Summit County personnel policies and procedures, and eligible for all Summit County employee benefits available to like employees.
- c. The financial and budgetary process for the SCCC shall, at all times for the duration of this IGA, also follow Summit County policy and procedure regarding such matters.
- d. The SCCC operational center is located in the Summit County Emergency Services Building, 0227 County Shops Road, within the Summit County Library and Service Center Planned Unit Development area ("County Commons PUD").
- e. The Summit County Government shall provide defined overhead services for the SCCC ("Support Services"), including payroll administration, legal services, information systems services, and building and grounds support, as provided for herein.

### 2. Policy Board Governance of the SCCC.

- Notwithstanding the foregoing, the SCCC Policy Board ("Policy Board") shall directly govern the Summit County Communications Center, as such entity is described and empowered below. The Policy Board shall make all decisions regarding hiring, supervision, and discipline, up to and including termination, of the Communications Director, provided such decisions are made in accordance with and subject to all applicable Summit County personnel policies and procedures.
- b. The Policy Board shall be comprised of the following individuals:
  - i. Summit County Manager
  - ii. Breckenridge Town Manager
  - iii. Dillon Town Manager
  - iv. Frisco Town Manager
  - v. Silverthorne Town Manager
  - vi. Red, White and Blue Fire Chief
  - vii. Lake Dillon Fire Chief
  - viii. Assistant Summit County Manager

The term length for all Policy Board members shall be perpetual for the duration of this IGA.

- c. The specific duties and responsibilities of the Policy Board, in addition to those general duties and authorities discussed above, are as follows:
  - i. Develop and recommend an annual budget to the Summit County Board of County Commissioners ("BOCC") for final BOCC approval and/or modification;
  - ii. Oversight and approval of policies and procedures of the SCCC
  - iii. Oversight of operational goals and guidelines for the SCCC
  - iv. Report regularly to the member agencies of the SCCC
  - v. E911 Authority Board
  - vi. Evaluate the SCCC Payment Calculation Formula (as such term is defined in Paragraph 3 of Article III) as part of the budget process, and make recommendations to the BOCC regarding said formula, as an element of the overall budget process, based upon such evaluations.
  - vii. Make determinations regarding the definition of emergency services and the fees for such services, in consideration of the recommendations made by the Operations Group (as such term is defined in Paragraph 3(a) of this Article below) on such issues, as contemplated in Article V herein.

### 3. **Operations Group oversight and assistance with SCCC operations.**

- a. An Operations Group ("Ops Group") shall be established to assist with the development of dayto-day SCCC operating policies and procedures, and to provide assistance and oversight, as needed, for the day-to-day SCCC operations.
- b. The Ops Group shall be comprised of the head of each Participating Member agency that participates in the funding of the SCCC, and the Communications Director. No other agency representative may be a member of the Ops Group, unless expressly approved in advance by the Policy Board.
- c. The Ops Groups shall set and maintain its own by-laws, policies and procedures related to the conduct of meetings, standards for members, and all other internal matters, provided such policies and the like in no way interfere with the express duties of the Ops Group set forth herein, and further refrain from the interference or abrogation of any duties or powers granted to the Policy Board herein.
- d. Term length for each Ops Group member is perpetual, as long as their agency remains in compliance with the terms and conditions of this IGA.
- e. The Ops Group shall assume and carry out the following duties and responsibilities:
  - i. Recommend day-to-day operating policies and procedures
  - ii. Work regularly with the Communications Director to develop operational protocols
  - iii. Work with the Communications Director to make budget recommendations to the Policy Board
  - iv. Oversee NCIC/CCIC computer system. Only those members who work within the criminal justice system shall resolve any issue directly related to NCIC/CCIC.
  - v. Recommend to the Policy Board a definition of emergency services, to be provided to defaulting Participating Members despite such default, in accordance with the provisions of Article V herein.
  - vi. Recommend to the Policy Board an appropriate rate of compensation for services provided to (1) those entities contracting with the SCCC for limited services, as well as (2) any and all Participating Members in default still receiving emergency services from the SCCC.
  - vii. Provide written comments regarding the performance of the Communications Director, as appropriate, to the Policy Board for formal consideration during the Communications Director's appraisals.

### **ARTICLE III – ANNUAL OPERATIONS CHARGES FOR SERVICES**

 The Participating Members hereby agree to the payment of an allocated annual share of the overall operating costs of the communications center, which shall include but not be limited to the costs of salaries and fringe benefits for employees, telephones, supplies, utilities, maintenance, insurance premiums and deductibles, and any other expenses related to the efficient operation and administration of the communications center. Such payment obligation ("Annual Operations Payment") shall be assessed annually to each Participating Member, based on a proposed budget for each fiscal calendar year ("Proposed Budget"). Said Proposed budget, and accordingly Annual Operations Payment for each Participating Member, may be modified from time to time to reflect the actual operating costs of the SCCC, as provided herein.

- 2. Participating Members for every fiscal and calendar year of the term of this IGA shall reimburse Summit County for one hundred percent (100%) of the total operating expenses of the SCCC, less the share allocated to the County in accordance with and through the application of the SCCC Annual Operations Payment Process (AOPP), which is modified here from the origianl 2002 agreement (See Addendum A, *Intergovernmental agreement for the operation, administration and financial support of the summit county communications center*, January 1, 2002), and set forth below, and subject to future modification by the Policy Board as provided herein:
- An Annual Operations Payment ("AOP") shall be determined by the Policy Board and calculated on an annual basis in accordance with the following guiding principles. Modifications to this formula may be adopted by the Policy Board.
  - All Participating Members shall pay an allocated share of the Direct Overhead Base Rate as defined by the Policy Board, and summarized in the proposed budget, unless such participation is specifically exempted or reduced for an agency by the Policy Board due to hardship or minimal SCCC use, as evidenced in the SCCC's incident/audit record.
  - b. After netting out the Direct Overhead Base Payments and any other participation revenues, Participating Members' remaining AOP shall be calculated using their annual percentage of use for incident/audits processed for the agency during the fiscal and calendar year, using data two years prior to the subject proposed budget.
- 4. The AOP for each Participating Member shall initially be based off the Proposed Budget. Nevertheless, the actual operations costs of the SCCC shall at all times reflect the actual SCCC operations budget. Accordingly, the Proposed Budget, and the initial estimate of each Participating Member's AOP, may be subject to modification through the proper budget modification process.

- 5. All payments due by each Participating Member pursuant to the provisions of this Article III to the IGA shall be collected quarterly, with said payments due on the first day of the first month of each quarter (i.e., January 1, April 1, July 1, and October 1). Notification of the estimated Percentage of Use payments due from each Participating Member for the ensuing fiscal and calendar year shall be distributed as early as practicable of the prior year, based off the Proposed Budget for that ensuing year.
- 6. The Policy Board shall define the desired kind and level of County overhead services for the SCCC and charges for such services, if any, to be allocated to the SCCC, using the most recent cost allocation study commissioned by the County as a basis.

## **ARTICLE IV – CAPITAL EXPENDITURE PARTICIPATION FUND**

- Capital expenditures shall remain a separate Fund of the SCCC budget as prepared by the Policy Board in accordance with the applicable provisions herein (hereafter referred to as the "Capital Expenditure Budget Item").
- 2. The contribution formula for the Capital Expenditure Budget Item shall be as follows:
  - A subgroup designated as the "County and Municipal Participating Members" shall be established, consisting of Summit County, and the Towns of Blue River, Breckenridge, Dillon, Frisco, and Silverthorne.
  - A subgroup designated as the "Special Districts/Other Participating Members" shall be established, consisting of all Special Districts and the Summit County Ambulance Service acting as Participating Members.
  - c. An annual Percentage of Use shall be calculated for each Participating Member utilizing the SCCC services based on the total number of incidents and audits processed for that agency by the SCCC during the fiscal and calendar year two years prior to the subject fiscal and calendar year, divided by the aggregate number of incidents and audits processed by the SCCC in total during the fiscal and calendar year two years prior. The Policy Board may adopt modifications to this formula.
  - d. The overall Capital Expenditure Budget of the SCCC shall be calculated as the "Total Expenditure Budget";

- e. Each Special District/Other Participating Members shall be charged in accordance with their Percentage of Use, as applied to the "Total Expenditure Budget" for the SCCC established for that fiscal and calendar year, in order to derive the required monetary obligation for such agency.
- f. The total each Special Districts/Other Participating Member Payments shall be subtracted from the Total Expenditure Budget, to derive the "Remainder Expenditure Budget"; and
- g. The first 25% of the Remainder Expenditure Budget shall be paid for by the County and Municipal Participating Members as follows:
  - i. The population of each County and Municipal Participating Member shall be established by utilization of the appropriate records, the total population of all entities combined shall be determined, and then a percentage of said total population shall be established for each County and Municipal Participating Member;
  - Each County and Municipal Participating Member shall make a payment based off the total of the 25% portion of the Remainder Expenditure Budget, multiplied by the percentage of total population prescribed to that County and Municipal Participating Member. This payment shall be called the "Expenditure Population Payment".
- h. The remaining 75% of the Remainder Expenditure Budget shall be paid for by the County and Municipal Participating Members as follows:
  - The Percentage of Use of each County and Municipal Participating Member shall be multiplied by the total of the 75% portion of the Remainder Expenditure Budget, in order to determine the payment each County and Municipal Participating Member shall make.
  - ii. This payment, which is in addition to the Expenditure Population Payment, shall be referred to as the "Expenditure Use Payment".
- Each County and Municipal Participating Member shall be responsible for a "Total Capital Expenditure Payment" equal to the Expenditure Population Payment plus the

Expenditure Use Payment, as such figures are calculated for each such entity in accordance with the formula set forth above.

- 3. Modifications to the Capital Expenditure Budget Item, in terms of monetary obligations, as well as the contribution formula, may be recommended by the Policy Board as deemed appropriate. Said budget, and accordingly the Total Capital Expenditure Payment for each Participating Member, may therefore be subject to modification from time to time in accordance with the same polices and procedures as set forth for the Annual Operations Payment in Article III above.
- 4. Capital expenditure payments for each Participating Member shall be made quarterly, in accordance with the schedule for payment set forth for the operations costs in Article III above.

#### ARTICLE V – DEFAULT, TERMINATION & WITHDRAWAL

- 1. Notice of Default. In the event any Participating Member fails to pay its share of the operating costs when due, or otherwise default under its obligations per this IGA, the Policy Board shall cause written notice to be given to the defaulting Participating Member's legislative body or other authority that approved this IGA, of the SCCC's intention to suspend performance of SCCC Services under this IGA as to such Participating Member in default unless such default is cured within twenty (20) days from the date of such notice. Such notice shall set forth in reasonable detail, with the nature of the default and the required action to cure the same.
- Suspension of Performance. Upon failure to cure said default within the said twenty (20) days period, performance of SCCC Services under this IGA shall be immediately suspended by the Policy Board, as to the defaulting Participating Member only.
- 3. Emergency SCCC Services. Notwithstanding anything above to the contrary, said suspension of performance of SCCC Services under this IGA shall not include any suspension of performance of "Emergency Services" by the SCCC, as such term is defined by the Ops Group, for the defaulting Participating Member. Said "Emergency Services" shall continue to be performed by the SCCC for the defaulting Participating Member, and the Policy Board shall invoice the defaulting Participating Member for such emergency services at a premium rate as determined to be appropriate by the Ops Board, for the duration of such suspension. All parties hereto concur that such invoices shall be considered a good and valid debt for the payment of

services provided, which may be collected and/or assigned through all available legal and equitable means.

- 4. Termination. If, after committing default under this IGA which necessitates a suspension of performance of SCCC services as discussed above, any defaulting Participating Member continues to fail to correct any default under the performance of this IGA for an additional period of three months, the Policy Board may provide said defaulting Participating Member with a notice of intention to terminate the IGA with respect to said defaulting Participating Member upon the end of the current fiscal and calendar year. Such termination shall effectively eliminate any and all rights the defaulting Participating Member may have to rely on the provision of any SCCC services, including without limit all emergency services as defined herein. Any SCCC assets that were partially or fully purchased with that Participating Member will receive no repayment for any moneys, which were expended for the purchase of such assets under either this IGA, or the CEPF IGA, as either such agreement now stands or may be amended from time to time.
- 5. **Withdrawal**. If a Participating Member wishes to withdraw from the SCCC, a one year written notice must be submitted to the Policy Board stating such intentions. Any SCCC assets that were partially or fully purchased with that Participating Member's funding shall stay with the SCCC. The withdrawing Participating Member will receive no repayment for any moneys, which were expended for the purchase of such assets under either this IGA, or the CEPF IGA, as either such agreement now stands or may be amended from time to time.
- 6. Survival of Agreement. Notwithstanding anything herein to the contrary, participating Members understand and agree that all terms and conditions for this IGA shall remain in full force and effect regardless of an individual member's withdrawal or termination.

### **ARTICLE VI – GENERAL PROVISIONS**

1. **Waiver**. The failure of any party to exercise any of its rights under this IGA shall not be deemed to be a waiver of any rights provided for under this IGA.

## 2. **Appropriation of funds**.

a. Notwithstanding anything herein to the contrary, the obligations of each individual Participating Member under this IGA shall be, where appropriate, subject to the annual appropriation, by that Participating Member's governing body, of funds sufficient to meet those obligations provided herein. In the event that sufficient funds are not so appropriated by any Participating Member, as required hereunder, this Agreement may be terminated by either said Participating Member or the Policy Board as to said Participating Member.

- b. Nevertheless, no Participating Member shall be permitted to terminate or withdraw from this IGA prior to the end of a fiscal or calendar year due to such non-appropriation of funds, and in no circumstances shall any portion of any type of contribution of the Participating Member failing to so appropriate sufficient funds be returned or pro-rated due to such nonappropriation.
- c. No obligation provided in this IGA is intended to or shall be interpreted to constitute a multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.
- 3. Notice. Any notice or communication given pursuant to this IGA shall be given in writing, either in person or by certified mail, return receipt requested to the addresses listed in Addendum B, <u>Notification and Contact Information</u>, to this IGA, which is subject to modification from time to time. If given in person, notice shall be deemed given when actually given. If given by certified mail, notice shall be deemed given at the time indicated on the duly completed return receipt.

Any Participating Member may change the address to which notices, requests, consents, approvals, written instructions, reports or other communications are to be given by a notice of change of address given in the manner set forth in this paragraph.

- 4. **No Benefit to Inure to Third Parties.** This IGA does not, and shall not be deemed to, confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceedings against any Participating Member because of any breach hereof, or because of any terms, covenants, agreements or conditions contained herein.
- 5. **Modifications.** No modification or waiver of this IGA, or modification of any covenant, condition, or provision herein contained, shall be valid unless said modification is first considered and recommended for approval by the Policy Board at a formal Policy Board meeting, and then adopted in writing and duly executed by a three quarters (75%) majority of the Participating Members.
- 6. **Agreement.** This IGA constitutes the entire agreement and understanding between the Participating Members on the subject matter hereof, and supersedes any prior agreements or understandings relating to the subject matter of this IGA, except for other written agreements and understandings referred to herein.
- 7. **Benefit.** This IGA shall be binding upon and shall inure to the benefit of the parties hereto, their successors or assigns.

- 8. **Severability.** All agreements and covenants contained herein are severable, and in the event that any such agreement or covenant is held invalid, by a court of competent jurisdiction, this IGA shall be interpreted as if such invalid agreement or covenant were not contained herein.
- 9. **Governmental Immunity.** No Participating Member hereto intends to waive, expressly or implicitly, by any provision of this IGA, the monetary limits or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, <u>et seq.</u>, C.R.S., as amended from time to time, or any other privilege or immunity provided by law.
- 10. **Attorney's Fees.** If an action is brought to enforce this IGA, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 11. **Applicable Law.** This IGA shall be interpreted in all respects in accordance with the laws of the State of Colorado. Venue shall only be proper in Summit County, Colorado.
- 12. **Paragraph Headings.** Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this IGA.
- 13. **Indemnity**. All actions or omissions by any Participating Member, and/or its designated representative, in the course and scope of its performance of any obligations, responsibilities, or duties under this IGA and/or as a member of the Policy Board or Ops Group, shall be insured by the insurance policies and coverage to be obtained by Summit County for the SCCC and made a part of the total operating costs of the SCCC. However, any and all actions or omissions by any Participating Member, and/or its designated representative, outside of the proper course and scope of its performance of any obligations, responsibilities, or duties under this IGA and/or as a member of the Policy Board or Ops Group (hereinafter referred to as "nonauthorized acts or omissions"), shall be the sole responsibility of the Participating Member, and/or its designated representative. Accordingly, each Participating Members hereto shall, without waiving governmental immunity, fully indemnify, to the extent permissible under Colorado law, for all injuries to person or property as are directly or indirectly caused by any such non-authorized acts or omissions of that Participating Member or a representative of such Participating Member, which result in any damages, claims, costs or liability of any manner, including without limit reasonable attorneys fees, each and every other Participating Member, and the SCCC as an entity.
- 14. Insurance. Regardless of the obligation for the SCCC to carry all proper and necessary insurance to provide appropriate coverage for its operations, all Participating Members hereto shall also be required to maintain insurance coverage at a minimum of the limits for liability set

forth by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended from time to time.

- 15. Hold harmless. Each Participating Member shall hold harmless the SCCC, its officers, employees, and agents against the loss of any service due to circumstances beyond the control of the SCCC. Such agreement shall extend to the Policy Board, the Ops Group, and the Summit County Government as well.
- 16. **Individual obligations**. Each Participating Member is required to carry out and perform all the obligations of a Participating Member under this IGA independently of the actions of any and all other Participating Members. No Participating Member shall be responsible or liable for the failure of any other Participating Member to perform its obligations herein.

# <u>ARTICLE VII – FUTURE CONTRACTS BY THE SCCC FOR</u> <u>COMMUNICATIONS SERVICES</u>

It is agreed by and between the Participating Members that the SCCC may be in a position to furnish radio communications services to other governmental, quasi-governmental, or non-governmental entities, and in this regard, the Participating Members hereby expressly agree and consent that any such contract or agreement for the provision of services to such other entities and the SCCC shall be either through amendment to this IGA, or through a separate document on the same terms and condition as this IGA, including the formula used for annual cost calculations, as well as any other terms and conditions that the SCCC may deem appropriate which are not inconsistent with this IGA, do not lessen the service to, or increase the charges due from the other Participating Members. Notwithstanding the foregoing, Participating Members all acknowledge that certain governmental entities, at a maximum threshold of service demand as set by the Policy Board, may potentially opt to forego participating membership into the SCCC per this agreement, and instead contract with the SCCC for services.

# Addendum B Notification and Contact Information

Red, White, and Blue Fire Protection District Jay Nelson Co-Interim Fire Chief 316 N. Main Street/PO Box 710, Breckenridge, CO 80424 (970) 453-2474 jnelson@rwbfire.org

Summit County Government Phillip Gonshak County Manager PO Box 68 Breckenridge, CO 80424 (970) 453-3403

Summit County Sheriff's Office Jaime FitzSimons Sheriff P.O. Box 210 / 501 N. Park Avenue Breckenridge, CO 80424 (970 ) 423-8934 jaime.fitzsimons@SummitCountyCO.Gov

Summit Fire and EMS Travis Davis Fire Chief P.O. Box 4910 Frisco, CO 80443 (970) 262-5100 Ext. 128 TDavis@summitfire.org

Town of Blue River Michelle Eddy Town Manager/Clerk 0110 Whispering Pines Circle, Blue River CO 80424 PO Box 1784, Breckenridge (970) 547-0545 ext. 1 michelle@townofblueriver.org Town of Breckenridge Rick G. Holman Town Manager 150 Ski Hill Rd, Breckenridge, CO 80424 (970) 453-3171 rickh@townofbreckenridge.com

Town of Dillon Cale Osborn Police Chief 275 Lake Dillon Drive, PO Box 8, Dillon, CO 80435 (970) 262-3417 caleo@townofdillon.com

Town of Frisco Tom Fisher Town Manager 1 Main Street, PO Box 4100, Frisco, CO 80443 (970) 668-9123 tomf@townoffrisco.com

Town of Silverthorne Ryan Hyland Town Manager 601 Center Circle, Silverthorne CO 80498 (970) 262-7319 ryan.hyland@silverthorne.org

# **Constant Contact Survey Results**

Campaign Name: Untitled Survey Page Created 2023/04/14, 3:17:16 PM MDT Survey Starts: 399 Survey Submits: 151 Export Date: 05/06/2023 07:47 AM

#### **OPEN QUESTION**

What is your Blue River physical address?



#### OPEN QUESTION

Please provide your email address:

151 Response(s)

#### MULTIPLE CHOICE

Do you consider your neighborhood dark sky compliant?

Answer Choice	0%	100%	Number of Responses	Responses Ratio
Yes			59	39%
No			92	60%
		Total Responses	151	100%

#### MULTIPLE CHOICE

Is light pollution in your neighborhood a concern?

Answer Choice	0%	100%	Number of Responses	Responses Ratio
Yes			68	45%
No			83	54%
		Total Responses	151	100%

#### MULTIPLE CHOICE

Would you be interested in receiving information on dark skies or the initiative concerning the environment, health, etc.?

Yes 80	Answer Choice	0%	100%	Number of Responses	Responses Ratio
	Yes			80	52%
No 71	No			71	47%

15

MULTIPLE CHOICE

Answer Choice	0%	100%	Number of Responses	Responses Ratio
Yes			95	62%
No			56	37%
		Total Responses	151	100%

Are you familiar with the Town's current natural night sky ordinance?

#### MULTIPLE CHOICE

Do you feel the current ordinance needs to be improved?

Answer Choice	0%	100%	Number of Responses	Responses Ratio
Yes			71	47%
No			80	52%
		Total Responses	151	100%

#### OPEN QUESTION

If you feel there needs to be improvements, what would you like to add?

I will read it first! My guess is that the ordinance is ok, just needs enforcement.

Homeowners need to adhere to dark sky principles

short term rentals often have excessive lighting and renters who have no idea about light and sound requirements. Some 2nd home owners also have systems that can be turned on and off by phone remotely and can be an annoyance because they don't know how their remote lights effect the neighborhood.

#### 73 Response(s)

#### **OPEN QUESTION**

Please note any concerns you wish to be addressed.

any outdoor lighting that does not block to above needs to be corrected so that light does not shine up

Sensitive to cost for compliance. Preference is to maintain current ordinance and incrementally enhance over time.

The rest of town should follow our lead so that everyone can enjoy the nights sky. We trust the trustees will not permit the new chain up by pass lane to have lighting and somehow prevent truckers from using temporary lights.

83 Response(s)

#### MULTIPLE CHOICE

Do you wish for Blue River to seek a dark sky designation

Answer Choice	0%	100%	Number of Responses	Responses Ratio
Yes			95	62%
No			56	37%
		Total Responses	151	100%

46

# 8. If you feel there needs to be improvements, what would you like to add?

Possibly sensors/timers during night hours

Suggest this ordinance be voted on by constituents ... these smells of a narrative of someone with no real benefit of the Blue River constituents and is an over reach by the town. As trying to become compliant could be a financial hardship, I would like to understand what provisions have been thought of regarding this potential.

Use West Cliff's as an example, seems to work for them.

None

Making sure that houses (especially STRs) do not have outside lights on for days at a time. Maybe requiring motion sensor lights, etc. we have an issue with the str behind us leaving there porch lights on for days at a time and they are very bright.

admittedly, i am unaware of the current ordinance. (and the link didn't work). I tried to leave the above question blank because of that but was not given an "unsure" option. Nonetheless, many of the short term rentals in the Lakeshore neighborhood (and a few residents) have decorative lights or extremely bright LED garage lights on all night long. One on Burntwood blasts light into six other homes. Lights permitted four hours past sunset or until 10 pm (which ever come first) would be ideal

New construction or remodel should be considered for lighting concerns. I feel short term rental rules enforcement should

Be a discussed topic at this time not dark sky lightkng concerns.

Love to meet International Designation for Dark Sky Compliance.

I am not sure but many homes leave their lights on all night. I have light sensors for movement. Would these need to be deactivated?

Get rid of year round christmas lights. Shut blinds when lights are on at night

Enforcement is needed. Pursuing the designation would be fantastic.

Outdoor bistro lights / party lights on a timer that come on every single nights get need to be banned. Also, outdoor lighting that is left on all night should be banned.

Security lights motion activated rather than on all night. Red light rather than white?

Perhaps we could have clear rules about outside lights on houses and garages. My neighbors don't want to contribute to light pollution, but they don't know the rules.

Our property is already Dark Sky compliant

Rental folks leave lights on all night

More lighting for security

Make sure those who rent have their renters follow the ordinance.

I don't think it is enforced much.

I think adoption would require some better general adherence to a lighting policy. I don't feel we have a lot of light pollution anywhere in Blue River, but there are random light types, or angle of lights that may not be compliant.

N/A

Exterior lights all down lighting and on timers. NO bistro lighting all night long.

By joining the International Dark Sky association to get guidance and help to improve our understanding of how it will benefit our town and community.

making sure renters are aware of local dark sky rules

I believe that there are more important things than dark designation that our government should focus on. Like fire mitigation, traffic on Hwy 9, short term rentals, etc.

"Improvement" may not entail what the night sky program stipulates, so I am unsure of whether we can get to that. While we love the stars and our exterior home is compliant, we see several problems. #1 Renters (making up a large number in our community) do not understand the stipulations or consistently follow them. #2 While all homes in our HOA are now compliant with exterior lighting, there are blue-white lights shining inside homes that provide significant light pollution.

First thing is to start enforcing existing ordinances, such as regulating the proliferation of sheds.

Second thing is to consider is you will apply the lighting ordinance on the way-bright street lights, or if those will be exempted.

I am mixed on whether we need an improved ordinance. Part of what we all enjoy in Blue River is the removal from the bustling town of breck. We also enjoy wildlife. So it would make sense to have a dark sky complaint community. I just don't really like more regulations. But for the wildlife, I vote yes.

I have a few neighbors who have incurred significant additional costs when replacing lighting to conform with the existing night sky ordinance. While I am very pro-dark skies, I am hesitant to back regulations that drive up the cost of home construction and remodeling. The cost of living in Summit County is already very high and we have lots of zoning codes in place that make new construction unattainable for middle-class people. New regs need to have no- and low-cost options.

Bistro lights, while not much of a problem during the winter season, can & often present a problem during the summer months while people outside into the 9 - 11 o'clock hour.

Outside lighting at STRs is a constant problem being left on 24/7 as is the intense wattage some properties owners choose to use.

We have some neighbors that leave their string lights on all night. My suggestion is a curfew for the string lights to be turned off. Maybe they could be put on a timer?

Better review of specific fixtures. Existing and new.

Homeowners need to adhere to dark sky principles

I would just like to see less out side lights left on. I personally love the idea of Dark sky nights.

Better monitoring and compliance with code.

While certain houses have can or downlighting they are located on the side of mountain above other residences so that lights shine down on housing below

I'd like the town to enforce the code and not allow bistro lighting installed after the natural night sky ordinance was adopted. Bistro lights are not the same as holiday lighting and shouldn't be allowed under the holiday lighting exception. We'd be in favor of the town pursuing international dark sky compliance

Encourage the neighborhood not to keep outdoor lights on all night.

Holiday and Christmas lights that are left on all night and all year long is a huge waste of energy, creates pollution and significantly increases confusion/dis-ease for wildlife. Require exterior Christmas/Holiday lights on a timer to turn on around twilight and off by 10 PM, starting in November and turning off permanently by the Western Stock show in January. Provide grant funding for timers as well as exterior light fixtures to remove financial barriers for all.

short term rentals often have excessive lighting and renters who have no idea about light and sound requirements. Some 2nd home owners also have systems that can be turned on and off by phone remotely and can be an annoyance because they don't know how their remote lights effect the neighborhood.

Ensuring all houses are dark sky compliant.

Main problem in our area is some porchlights are very bright and are often left on continously. Enforcing current ordinances is required.

More enforcement with STRs and push to be dark sky designated

Enforce ordinance with renters and rental owners.

Ebforsement

Home owners need to comply.

The short term rentals leave very bright flood light day and night.

0095 Calle de Plata

Public lighting needs to be improved. Street lights are blindingly bright and technology exists to modify them. The street light at Hwy 9 and Spruce Creek Rd. is not compliant and is bright whenever it's dark. There are a number of rental properties that will ignore any ordinance.

There are bigger fish to fry than lighting

Enforcement of homes who leave lights on outside.

Timber Creek Estates subdivision of Blue River is 95% compliant due to our HOA enforcement measures for external lighting taken in 2021-2022. As President of the HOA I'm proud of this accomplishment and the board members dedication to interface with homeowners, some of whom have been very resistant. The board voted not to move forward with further certification per IDS requirements at this time.

I would love to talk about paving our roads

Currently have many neighbors (most who are short-term renters who have outside lights that aren't Night Sky compliant and they leave these on all night. Need much better communication and enforcement if this is going to take hold.

I don't believe the designation is worth the administrative burden it requires.

I would like to prevent future issues. Currently seems fine.

I do not support further changes

Short term rental properties need to have downlighting. Period. End of story. The first thing renters do is turn on every single light and leave them on all night and all day.

Let's not be histrionic, and stating that there are supposed health benefits for humans in the environment and doing this. The case for enjoying beautiful night skies free of light pollution Israel.

Given our sparse population, it doesn't help to overstate a supposed health benefit not supported by science. If it is supposedly supported by science, then do provide references to the literature. Yes, exterior lighting, can disrupt, circadian rhythms. It is awfully dark in Blue River.

Let's make this happen!! How can I help????

You want to have this ordinance in place in 10 years for light pollution?? Yet, you can't even maintain our constant dusty roads, potholes, washboards and speeding in the neighborhoods which all of those are health hazards and environmental hazards.

All exterior lighting should be on motion sensors with a maximum on time of ten minutes.

Limit exterior lighting overnight except for safety purposes.

I will read it first! My guess is that the ordinance is ok, just needs enforcement.

I would like to see a more aggressive approach to residential conversion to dark sky compliance. Possibly physical outreach/contact with the community

No Nothing.

The proposed CDOT charged up station on Hwy 9 sure doesn't help this cause.

Les lighting on homes. Confined lighting. Only moderate light pointing down at entrances. a limit on number of lights regardless of home size.

We face Hwy 9 and there are houses across from us that have blasting lights. We have spoken to them but didn't receive a positive outcome. They are part timers and need to be educated and required to follow our community rules.

Keep bistro lights to a minimum and make sure the community knows we're trying to keep it dark, especially for the short rental.

None

addressing light pollution and trespass encouraging lighting that does not encroach into roadway

It is not the endorsement of new builds but the old properties that do not conform to Dark Sky

There are too many homes that have lights on way too late. They also have too many lights.

# 9. Please note any concerns you wish to be addressed.

Neighbors who leave LED lights on all night and street lights w/o timers

I would like to understand what is the benefit to the town or citizens of enacting this code? Number of outside lights permitted could be based on square footage of home. Concern for safety and security of homes.

I'm not sure this can be fixed, but we live off the highway and have a very, very bright streetlight next to our house. It lights up our bedroom and yard at night, and definitely prevents us from seeing the sky from our deck (which is something I miss from my days living up on Baldy). I assume it's a cdot light but would love if the streetlights could be somehow less impactful to homeowners. All for dark skies!

Unnecessary (not safety related) lights left on all or most of the night.

Don't ask residents to be code enforcers through a complaint process. if you are going to do this, have town supplied code enforcement. I already know short term rental issues are under reported because it relies on resident complaints. No one asked residents to be a core part of enforcement and Dark Sky should not be yet another resident enforced regulation.

New construction or remodel should be considered for lighting concerns. I feel short term rental rules enforcement should

Be a discussed topic at this time not dark sky lightkng concerns

We are in bear and moose country. Safety is a concern.

The night sky is being violated by Breckenridge. Look up some night and see where it is coming from

There are still homes that are brightly lit at night that should not be. It's better for the environment and to create a differentiated value proposition for ToBR to be Dark Sky recognized. Thank you.

There is no compliance really so why bother? Neighbors have shades open and lights on as well as year round christmas lights and outdoor theatre football parties

My neighbor's light is awful. It's annoying they are creating so much light pollution and they're not even here anyway.

Same as above.

Short term rentals be advised of policies.

Really seems like only a couple of people are trying to force dark skies•on everyone else. Truthfully what percentage of Blue River residents really care?

Rentals that leave bright porch lights on for days on end Street lights on sensors

I don't believe that trying to designate a location like Blue River, in such close proximity to the touristy town of Breckenridge, is a great move. Prairie towns are able to do this much easier than a tourist center. Personally, I love the dark sky concept, but don't see it as being feasible here.

There is no way this can be enforced and there is no point in having an ordinance that can't be enforced.

Light pollution around me varies from night to night. Some nights we are compliant, and sometimes bright spotlights are shining through the night.

One reason may be short-term renters who decide to leave outside lights on all night. So maybe we could put notices in homes licensed for STR, setting forth the rules to prevent light pollution. (As we do with the Moose warnings.)

The light on the north end of my building is a total eyesore for the town of Blue River. It is by far the brightest light in all of Blue River.

What good is it with Breck lit like a Christmas tree

With the town being in a narrow valley, I feel like the sky view is limited.

Safety of residents

Better street. Our neighborhood streets are unacceptable. Focus needs to be on basic needs.

What about automatic motion activated light sources? Would not like the ability use these.

Why in the world would you encumber the Town of Blue River with all this work to set this up (and the cost)? Not to mention the required on-going government reports, the oversite, the enforcement and fines. HUGE. There are other more important things like speeding and dust and rough roads that truly effect the lives of our residents where money could be spent. Thank you for your work making this a great community!

Carol Rockne

Most exterior lights in my neighborhood are not code compliant.

I work in marketing and see the benefits of dark sky designation both environmentally, and from a tourism and homeowner perspective and think this might be great general benefit of Blue River.

I do not wish to see any changes to the lighting ordinance in Blue River.

enforcement of existing ordinances in place would be a good start. We often have rental homes near us that have outdoor lighting that is left on for weeks and weeks.

The towns lighting of entrances to streets so it doesn't look like an industrial park.

This is a great opportunity for our small town to step up and be a leader in summit county with this important initiative.

I believe that we will all find that there is nothing to be afraid of in the dark.

We as a community need to be a leader with this proposed program.

keep the CDOT truck chain down/up out of Blue River! The lighting on highway 9 at the future truck tire chain station. There are renters & owners who do not feel safe at night without some visibility around their homes. Secondly, I don't know how you tell homeowners to change large interior light fixtures (though dimmers would sure be appreciated) ... and although we both dim our lights and pull our shades, we have some high windows without shades.

Just how invasive can regulations be within one's home? We are supportive & put our hot tub where we can appreciate the stars, but skeptical re: compliance.

Enforce existing ordinances before putting time into some lighting designation.

I am mixed on whether we need an improved ordinance. Part of what we all enjoy in Blue River is the removal from the bustling town of Breck. We also enjoy wildlife. So it would make sense to have a dark sky compliant community. I'm not too fond of more regulations in general. But for the wildlife, I vote yes.

To reiterate, I don't support any new regs that drive up the cost of home construction and ownership. Our building code is already swollen with things like mandatory solar hookups that add 5-digit numbers to the cost of home construction. Dark skies is a great initiative but it's a "nice to have" and shouldn't be pursued if we can't allow for no-cost compliance in any new regulations. Affordable housing > dark skies.

I believe, with the number of STR & second home owners, it would be very difficult to enforce. I would rather have our police force managing crime and speeding, not looking for homes that are not compliant.

The trespassing of light polution onto adjacent & nearby properties.

Evaluate if existing properties are following the current lighting code as a starting point.

Love the idea of being a Dark Sky Community. Our area is so beautiful. At night just heading up to the pass or pre dawn hikes in the mountains you can see the potential. As long as basic safety and access is maintained without adding significant financial or other burdens to residents. Personally I think this would be a win.

No concerns but would like to see less outside lights left on.

Bistro Lighting and lights on the exterior without timer or motion sensor control.

I do not see how this can/will be enforced, particularly when it comes to short term rentals. When people can build and remodel without permits, as regularly happens in my neighborhood, I see nothing changing. I wholeheartedly support this initiative, but nobody is actually going to do it. There are so many homes; full-time residence, second homeowners, businesses, long-term and short-term rentals in the neighborhood that have glaring lights that stay on all night long. Cultivating supportive measures and codes that remove financial barriers for folks of modest means as well as compliance from renters second homeowners and corporations/LLC's where there is no ownership and/or greater affluence so a \$200 ticket is the cost of doing business will be key.

Large amounts of indoor lighting escaping to the outdoors

See previous comment.

Owner of STR's don't know/care about ordinance.

Living in an isolated area with lots of wild animals and small dogs, lights on the perimeter of a home help keep the not so friendly animals a bit further away or at least let us walk outside with the dogs without startling them.

See above.

Sensitive to cost for compliance. Preference is to maintain current ordinance and incrementally enhance over time.

Getting STRs and their owners to participate in the program.

This is a wonderful initiative

I'd like to see a public area in Blue River for dark field celestial observation. There are too many trees on my property and local street lights to allow this. Also, there is a lot of light pollution from Breck.

We have enough govt. intrusion in our lives. Let people decide what they want to do with their property.

I am good with the dark skies; however the last thing we need is more rules and codes to follow. If I wanted that, I'd move to California.

The rest of town should follow our lead so that everyone can enjoy the nights sky. We trust the trustees will not permit the new chain up by pass lane to have lighting and somehow prevent truckers from using temporary lights.

Night light pollution from STR's.

how would we enforce the restrictions?

I think it's great to promote dark sky, but I do not want it codified. It's a pain to enforce as there is lots of latitude for interpretation I know this from my HOAs enforcement. It will be expensive for residents and the town to enforce without it being arbitrary.

Our neighborhood, Timber Creek Estates, is in the process of making all homes Dark Sky compliant, and I don't know if that HOA mandate has been met. We do think that it's a great idea, and made adjustments in our outside lighting last year. I do believe that annual inspections are a bit much, and worry that this could become a regular costly venture if codes evolve and become more stringent. How often do people change their exterior lighting in existing homes?

We are so lucky to be one of the few areas in Summit County where you can actually still see the stars at night. It is a treasure.

Short term rental properties need to have downlighting. Period. End of story. The first thing renters do is turn on every single light and leave them on all night and all day.

They should be entirely voluntary. Let's be careful not to become like a homeowners association. That's so many of us want to avoid because others are trying to impose their choices on us through a government entity.

It is good to enjoy the beautiful night sky. Letâ€<sup>™</sup>s not be coercive and use government to try to force this upon everybody. Just as we offer grants for wildfire medication, if weâ€<sup>™</sup>re really serious about this, letâ€<sup>™</sup>s offer grants for the purchase of dark sky compliant lighting. Neighbors w spots on all the time especially the STR next door !

At your town meetings there is always the topic of money and how you can't afford paving, signs, grading, etc... Yet, you are wanting to implement an ordinance for light pollution? Light pollution is NOT an issue in Blue River. Dusty roads, ungraded pot hole infested roads and speeding are MAJOR issues in Blue River. Those are the health issues that continue to be tabled and in no way will I agree to a new ordinance for something that is not a problem. We don't live in downtown Denver!!

My neighborhood has dark sky covenants and it is a real pain. Things like Christmas lights are against the rules. I agree with many of the tenants of the dark sky initiative and would voluntarily follow most of the guidelines (regardless that I am forced to by my HOA); however, I am strongly against adding new rules.

The ordinance is clear, we just need people to comply. How to enforce that is a question mark to me, but some neighbors have lights that are obviously not compliant. Good luck with this project.

Dusk to Dawn bright lights left on through the night.

any outdoor lighting that does not block to above needs to be corrected so that light does not shine up

The current ordinance really only addresses upward light from fixtures, but light still reflects off of surfaces below. The ordinance has no specific requirements for lumen levels, or color levels. It doesn't address lighting from within a building, that spills into adjacent properties. There needs to be balance between security and safety. Outdoor pathways and especially stair cases should have minimum lumen levels. Can someone be liable for inadequate lighting.

The light at the north end of the building I live in is an eyesore for the whole town of blue river.

None

Section V, ItemE.

1) generous and strong outdoor lighting is PROVEN crime, mostly burglary deterrent ! Crime is on the rise.

2) Moose is roaming our street at late evenings, in dark. Sudden encounter of moose due to darkness can result into serious injuries of loss of life !!!!

3)Town of Blue River already is dark sky town, since one can see sky full of starts and Milky Way on any cloudless night

Trees are the objects preventing one in seeing more of the dark sky. Let's keep the trees.

These ordinances will become cumbersome and overbearing. Don't do it

I don't care what kind of lights anyone has but they need to know to turn them off at night

Since our little neighborhood has become dark sky and the knowledge that I have because I was one of a few that were doing the enforcement this will be impossible to achieve. I would be glad to chat. Stephen Schiell. 970-275-0273.

We have berars, moose, and other critters regularly visit our property. For safety of our family, kids, and grandkids, we do not wish to see lighting eliminated for safety reasons.

Blue River Condos has the brightest light in town. It is the only outdoor lighting I am concerned about.

The huge environmental impact (noise and light) the proposed chain up station will deter from achieving dark sky designation.

Please continue to REDUCE existing lighting in TBR

Eduction and enforcement are needed. Especially for STR and part trine residents

Outside life lights should be kept at a certain wattage

Do not do this. It will become a burden to the community.

bright garage/home lighting makes it difficult to see further along roadway and creates safety hazards.

# **Michelle Eddy**

From:	Jan Karasek <jankarasekmd@gmail.com></jankarasekmd@gmail.com>
Sent:	Tuesday, April 18, 2023 8:16 AM
То:	Michelle Eddy
Subject:	Town of Blue River as International Dark Sky Community
Follow Up Flag: Flag Status:	Follow up Flagged

Hello Michelle,

this e mail is from Jan Karasek, property owner at 0169 Starlit Lane, Blue River.

Here are few concerns I have with regard to the proposal to have our town designated as a Dark Sky Community.

1. Town of Blue River ALREADY IS a dark sky community. The amount of public light over the town's sky is so microscopic, there is practically No "light pollution" as compared to other places. As a proof, one can walk out at dark and providing there is a cloudless night, one can see the starry sky as well as Milky Way etc.

2. Sufficien and perhaps generous light on the streets and around the residential properties is a PROVEN factor in reducing property crime. Please see the enclosed links from reputable sources. US Department of Justice and Universities of Chicago and Arizona. More of the same can easily be locatd on the web, should one google the topic

3. Our streets in the town are at night what one can easily and without any exaggeration call "pitch dark". This is a big problem since moose is roaming on our streets at dark, in late evenings. Lack or proper lighting may result into a sudden encounter on a moose. And as we all know, getting into the moose's proximity suddenly is nearly guaranteed to result iinto an attack by the animal. This can result into seirious bodily injuries as well into **possible death**.

4. While the Dark Sky designation is promoted as a way to be able to see the sky and enjoy long hours by one's telescope, I am convinced that the true nature of this initiative is an attempt to decrease energy consumption. Telescoping the night sky is not really a massively popluar hobby.

As far as that is concerned, we know that the nightly electrical energy price is DECREASED, compared to the daytime use. Recent letter from Xcel Energy in Colorado clearly states that the price of the electrical energy is going down down by 7 PM. (It is because nighttime electrical energy is abundant, since the turbines that produce is can not slow down at night. That is why one should charge the Tesla at night !!! . No I do not have one )

If the energy usage is a concern, the town should save the money on any committees walking around at night an studying individual homes, and should instead spend the money on purchasing LED lightbulbs and offer those to the homeowners. Replacing a 100 WATTS outdoor light bulb with the one offering the same luminance and using only 9 Watts, is guaranteed to reduce the town's use of the electric grid.

Enclosed are few links to the topic, sould you be interested to see the details.

In summary, we can see the sky full of stars every single cloudless night in Blue River. We need to see the roaming moose and hopefully deter crime and damage to our properties.

Thank you for reading and thank you for considering.

With due respect

Jan Karasek.

P.S. A brief e mail confirming that you have received and read my mail would be TRULY GREAT.

Public lighting **REDUCED** CRIME in **Chicago by 36**% here is the link <u>https://urbanlabs.uchicago.edu/projects/crime-lights-study</u>

This study is by US Department of Justice link <u>https://cops.usdoj.gov/ric/Publications/cops-p156-pub.pdf</u>

Arizona State University study : Increased public lighting decreses crime link <u>https://popcenter.asu.edu/content/improving-street-lighting-reduce-crime-residential-areas-page-2</u>

# US Department of Justice, Justice Programs Crime reduced by increased

lighting link <u>https://www.ojp.gov/ncjrs/virtual-library/abstracts/improving-street-lighting-reduce-crime-residential-areas</u>



# Town of Blue River Memorandum

TO: Mayor Babich & Members of the Board of Trustees

FROM: Town Manager Michelle Eddy

DATE: July 12, 2023

SUBJECT: Citizen Advisory Recommendations

## Background

In February 2023, the Citizen Advisory Committee was tasked with evaluating the community interest in pursuing a dark skies designation. A survey was conducted with 151 responses. The survey results are posted here on the Town website <u>Natural Night Sky | Town of Blue River</u> (colorado.gov). Staff was asked to submit a "inquiry pre application" to gather more information on requirements for a dark skies designation. The Citizen Advisory Committee conducted an initial review of lighting in the neighborhoods along with the survey. Based on survey comments and evaluation of the current night sky ordinance the Committee recommendations are as follows.

# **Citizen Advisory Committee Recommendations:**

The Citizen Advisory Committee met on July 11, 2023 to review the data and information from the dark sky survey that was conducted. The Committee supports the concept of dark skies, however the Committee does not recommend pursuing a dark sky designation at this time. The Committee prefers a more educational approach and to provide incentives for voluntary compliance. The Committee does not support mandates and feel the bureaucracy, enforcement and administration is burdensome to the Town resources.

The Committee is asking to develop an incentive program for residents to apply for grants for the following:

- Bear Resistant Trash Cans
- Wildfire Defensible Space Programs
- Dark Sky Lighting.

There is currently a \$20,000 budget for an incentive program.



# Town of Blue River Memorandum

TO: Mayor Babich & Members of the Board of Trustees

FROM: Town Manager Michelle Eddy

DATE: July 18, 2023

SUBJECT: Trail Easements & Signage

# Background

The following information is for review and discussion purposes to determine uses of easements obtained by the Town of Blue River, signage and to review process.

# Current Easements Obtained by the Town of Blue River for Trail Access or Dedicated to the Town of Blue River

- Tract B New Eldorado-\$1,416
  - Easement is a 10' wide easement along the west property line connecting to Fredonia Gulch Road.
- Lot 451 Coronet-Donated
  - Easement is a 10' wide; 10' long easement in front of USFS Land.
- Lot 6 New Eldorado-Pending donation
  - o Section off of easement on Tract B for easier access to Fredonia Gulch Road.
- Along Lot 18 Aspen View-Included in subdivision agreement
  - Easement is 20' wide along the property line intersecting to Fredonia Gulch Road.
- Easement through Spruce Valley Ranch-included in subdivision agreement
  Follows Blue River Trail through the subdivision.
- Pedestrian Easement in Timber Creek Estates-included in subdivision agreement
  - Easement on north west side to USFS land.

### Easement Language in Obtained Easement Deeds

#### 1. Trail Easement

Owners grant to Town a non-exclusive easement in perpetuity to establish and make available for public use for the purposes described herein, a trail, in the width and at and on the location within the Property as shown on the easement plan attached as exhibit B ("Trail"). The grant hereunder limits use of the Trail as a right-of-way and for the following purposes:

- (a) walking, hiking, jogging, running;
- (b) bicycling;
- (c) horseback riding;
- (d) bird watching, nature study;
- (e) emergency vehicles in the case of emergency within the Trail;
- (f) installation of signs to mark the Trail, its location, use, rules, and otherwise relating to use and protection of the Trail as is deemed appropriate in the Town's sole discretion not to exceed 3 square feet of surface area; and
- (g) power-driven mobility devices for use by persons who have mobility impairment where such right of access to the Trail would be a requirement of the Americans With Disability Act or other state or federal accessibility law or regulation.

#### 2. Owners' Uses and Activities

Owners have all the rights recognized under applicable law to use the Trail for purposes consistent with interfering with the easement rights granted to Town.

#### 3. No Charge for Access

No Person is permitted to charge a fee for access to the Trail.

#### 4. Public Enters at Own Risk

Persons using the Trail do so at their own risk. Neither Owners nor Town assume any duty to inspect or maintain the trail or warn of any defects or dangerous conditions. Neither Town nor Owners, by entering into this Grant, assume duty to or for the benefit of the general public for defects in the location, design, installation, maintenance, or repair of the Trail or Trail Facilities; for unsafe conditions within the Trail; or for the failure to inspect for or warn against possibly unsafe conditions; or to close the Trail to public access when unsafe conditions may be present.

#### 5. No Waiver of Immunity

Nothing in this Grant shall operate to waive the immunities or protections against liability available to Town, Owners, or both, under Article 41 of Title 33, Colorado Revised Statutes or the Colorado Governmental Immunity Act, 24-10-101 et seq, Colorado Revised Statutes.

#### 6. Recorded Document

This Grant is to be recorded against the Property so as to be perpetually binding upon the undersigned Owners and their successors and assigns.

#### 7. Trail Maintenance

This Grant does not impose any obligation on either Owners or Town to maintain or repair the Trail or any associated permitted Trail facilities such as signage as contemplated by Section 1.

#### 8. Exhibits

Each exhibit referred to in this Grant is made a part of this Grant by this reference.

#### 9. Entire Agreement

This Grant is the entire agreement of Owners and Town pertaining to the Trail and supersedes any other agreements or understandings whether or not in writing.

#### 10. Consideration

The Owners acknowledge receipt of the sum of \$1.00 in consideration of this Grant.

#### Blue River Open Space & Trails Master Plan Signage Language A. SIGNAGE

Signs inform trail users of important information about route location, safety considerations, rules/regulations, and education and interpretation. Signs should be carefully designed and installed to inform trail users and avoid "sign pollution," or an overabundance of signs. Signs should be strategically located, clear, concise, and legible. Signs will be placed at the main trail access points, trail intersections, and other key locations. More heavily traveled routes will be well-signed, while more remote routes will have fewer or no signs to reflect and maintain the backcountry character.

### H. Trailheads and Signage

Signage at the trailhead and throughout the trail should be used to inform and educate trail users. Properly located signs can be an indicator of location, distance, property boundaries or restricted uses, preventing unwanted conflicts, or confusion. Listed below are some objectives for trail signage. Town staff must approve all signs.

- Signs should be consistent with those used throughout the Town.
- Signs should be legible; this includes typography, vocabulary, and other design elements.
- Signs should inform users of the trail's use types, direction, location of the trail, location of private property, or other information that can assist and inform trail users.
- Signs should be low maintenance and be capable of withstanding extreme weather conditions and abuse.
- Signs should not obstruct the trail or natural scenery. Informational signs can be grouped together at the trailhead while warning signs should be located to give trail users a chance to react.
- Over use of signs can diminish the natural effect while under use can leave the trail user confused.
- Rot resistant wood or stone should be used to maintain the most natural appearance.

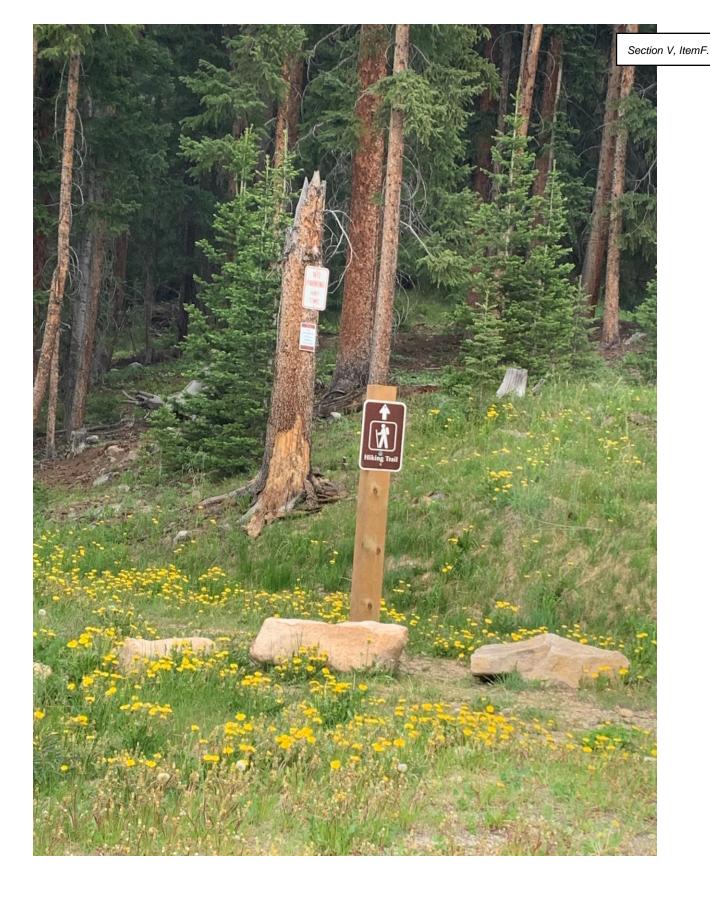
# Photo Sample From Plan



Signs Installed at Davis Court; Calle de Plata, Coronet

Section V, ItemF.







# Town of Blue River Memorandum

TO: Mayor Babich & Members of the Board of Trustees

FROM: Town Manager Michelle Eddy

DATE: July 19, 2023

# SUBJECT: Road Maintenance Request Policy

## Background

Over the last several years there have informal request accommodated for individuals surrounding road maintenance. These requests have historically been directly to the contractor and while they are out performing work. This has created several issues throughout Town including lack of sufficient maintenance (road base, sealing) and a disconnect with administration and oversight of road needs.

For Discussion and Consideration of Adoption Road Maintenance Requests and Policy

- Process
  - The Road Contractor and Town Manager will meet in the late summer/early fall to evaluate the needs and areas of concern identified by the road contractor.
  - A budget with priorities outlined for the year will be developed and presented to the Trustees.
- Policy
  - Any special request for additional or modified work will be submitted in writing to the Town Manager for review and consideration.
  - Consideration of any request will be reviewed by the Road Contractor. Road standards and best practices will be applied.
  - o Requests should be proximate to the requestor home or property.

#### TOWN OF BLUE RIVER, COLORADO

#### **RESOLUTION 2023-02**

### A RESOLUTION RATIFYING AUTHORIZED CHANGES TO THE BLUE RIVER LAND USE CODE AS APPROVED JUNE 20,2023

WHEREAS, the Board of Trustees ("Board") for the Town of Blue River approved by Ordinance No. 2023-02 on June 20, 2023, the Blue River Land Use Code ("Code"); and

WHEREAS, the Board conditioned approval of the Code on changes to be made consistent with the discussion and direction of the Board; and

WHEREAS, Ordinance No. 2023-02 expressly authorized the Town Manager in cooperation with the Town Attorney to edit the Code and make revisions to the Code prior to printing provided that such revisions or corrections were grammatical, typographical, numerical, or non-substantive and do not alter or change the meaning and intent of the Land Use Code; and

WHEREAS, the Board has reviewed the authorized changes and desire to ratify the changes as consistent with the Board's direction.

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

<u>Section 1</u>. The Board of Trustees of the Town of Blue River hereby ratifies the final edited version of the Blue River Land Use Code and approves the printing and distribution of the Code.

<u>Section 2</u>. <u>Effective Date</u>. This Resolution shall be effective immediately upon approval.

ADOPTED at a regular meeting of the Board of Trustees the 25<sup>th</sup> day of July, 2023.

Toby Babich, Mayor

ATTEST:

Deputy Town Clerk

# TOWN OF BLUE RIVER, COLORADO RESOLUTION 2023-03

### A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) REGARDING THE OPERATION, ADMINISTRATION, AND FINANCIAL SUPPORT OF THE SUMMIT COUNTY COMMUNICATIONS CENTER

WHEREAS, the Town of Blue River (the "Town") is authorized to enter into intergovernmental agreements (IGAs) pursuant to C.R.S. § 29-1-201 et seq. and Article XIV, Section 18(2)(a) of the Colorado Constitution; and

WHEREAS, the Town of Blue River, Town of Breckenridge, Town of Dillon, Town of Frisco, Town of Silverthorne, the Board of County Commissioners ("BOCC") of Summit County ("County"), Summit County Sheriff's Office, Summit Fire and EMS Protection District, and the Red, White and Blue Fire Protection District, entered into an IGA on January 1, 2002, establishing a consortium and covenants for the operation, administration, and financial support of the Summit County Communications Center ("SCCC"); and

WHEREAS, the IGA will be amended and restated as of July 31, 2023, to update the current agreement to reflect current practices; and

WHEREAS, the Town determines and declares that this IGA is necessary, proper, and convenient for the continued fostering and preservation of the public peace, healthy, and safety; and

WHEREAS, the Board of Trustees of the Town of Blue River desires to approve the attached IGA.

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

<u>Section 1</u>. The Board of Trustees of the Town of Blue River hereby: (a) approves the attached IGA (Exhibit A) regarding the operation, administration, and financial support of the SCCC; and (b) authorizes the Town Manager to execute the IGA in substantially the form attached hereto upon approval of the final form of the IGA by the Town Attorney.

<u>Section 2</u>. This Resolution shall be effective immediately upon approval.

ADOPTED at a regular meeting of the Board of Trustees the 25th day of July, 2023.

Toby Babich, Mayor

ATTEST:

Michelle Eddy, Town Clerk

# <u>Exhibit A</u>



# **Blue River Staff Report** July 2023

Town of Blue River 0110 Whispering Pines Circle Blue River, CO 80424 970-547-0545 michelle@townofblueriver.org https://townofblueriver.colorado.gov



# **Communications & Happenings**

## Weed Fest/Weed & Seed

- The Summit Community Weed Pull Event was held Saturday, July 8<sup>th</sup> at Theobald Memorial Park. There we three staff members and five community members that worked for three hours pulling weeds for the event.
- o The annual Weed & Seed Program is currently running until September 30<sup>th</sup>.
- Community Events Calendar
  - The Community Events Calendar is on the home page of the town website: <u>https://townofblueriver.colorado.gov</u>.
- Upper Blue Planning Commission-From Representative Dan Cleary
  - The UBPC reviewed PLN21-102: A preliminary plat to subdivide Lot 9 of Anaconda and Daisy Subdivision zoned R-2. The project was approved. The CWPC meeting was once again cancelled.

# • Colorado Municipal League (CML)

- Town Manager Michelle Eddy, Town Attorney Bob Widner and Breckenridge Council Member Carol Sade were all elected to the CML Executive Board at the Annual Conference in Aurora. Manager Eddy has also been appointed to the housing committee for the Executive Board. Manager Eddy and Councilwoman Sade are representing small communities and Attorney Widner large communities for Centennial.
- Police Department Vehicles
  - With the purchase of a new/used patrol vehicle, the Town will be selling two of the 2015 sedans due to increase maintenance cost and lack of need for the vehicles. Usable equipment will be transferred to the remaining vehicles. L.A.W.S has agreed to purchase the two sedans.
- Broadband
  - An Invitation to Negotiate has been sent out to potential internet service providers. There was a pre-bid meeting on July 17<sup>th</sup>. Proposals are due by August 1<sup>st</sup> with a goal of approving a proposal at the August meeting. NEO will be submitting a grant on behalf of the Town for funding.

#### • Wildfire Mitigation Projects

- The Blue River West project is complete and considered a success. Over 109 acres were treated. Work on the Blue River East project is continuing, and a final project scope should be finalized soon. Before and after photos taken by Bill Wolf with the Colorado State Forest Service are attached.
- Additional work is planned at the Spruce Creek Trail head this fall. Trucks will be running mid-week the end of August and September.
- Plans are moving forward on the Blue River East project. It has not yet been determined if trucks will be hauling due to cost restraints to raise two Xcel poles.

#### • Sherwood Road Maintenance Project

• Staff met with 0014 Sherwood and were able to come to an agreement for where ditching and culverts will be installed. The engineers have completed the drainage report which is uploaded to the website. Staff is awaiting additional information and questions from the Siddons family concerning impacts.

#### • Spruce Creek Road

• There are no new updates. Muller Engineering is continuing work based on Trustees direction.

#### • Digital Trail Map

• Muller Engineering is continuing work on the digital map which should be available for review by the beginning of September.

#### • Roads

Summer road work is complete. Crews added 1,500 tons of road base in key areas around town. The focus was on roads with the most traffic and needs. Crews are identifying areas for next summer. An Earth Bind product was applied to Spruce Creek Road in addition to mag-chloride. The hope is the product will maintain the road and require less maintenance. If successful, it will be looked at adding the product to additional areas next year. The cost is four times that of mag-chloride. Crews added crowning and ditching to roads in most need in order to move water off the roads and improve maintenance. A culvert that was damaged on Sherwood was replaced. Crews will be back in the fall for any touch ups and culvert work along with work planned on Sherwood/Starlit.

# **Town Statistics**

Facebook Page Likes Town-1,300 Police Department-899 Instagram-1,208 followers Twitter-125 followers Residents on Email List-991 Blue River News-1,164 TextMyGov-14

# **Building Statistics**

June 2023 Permits Issued: 25 YTD: 77 Inspections: 40 New Construction 2023: 0 Certificates of Occupancy 2023: 2 **Business Licenses-260** 

Lodging Registrations-212

# Municipal Court July 2023

Total tickets written for June Court: 10 Total on the July Docket: 1 Total July Failure to appear(s): 0 Total July OJW(s): 0



# End of Month Report: June 2023

#### **Calls for Service**

Total number of a calls: 250 Top 10 calls as follows:

Traffic Stop	136
Area Patrol	33
Motorist Assists	10
Information Law	9
Suspicious Person/Veh.	6
Pedestrian Contact	5
Wildlife	4
Road Hazard	4
Code Enforcement	4
Abandoned Vehicle	3

**Summary:** Law enforcement contacts and activity has steadily increased since January. Wildlife calls and Code Enforcement are correlated and have increased with bears activity.

Arrests: DUI = 1, misdemeanor = 1, and a felony warrant = 1.

#### **Current Administrative Focus**

- Vehicle Capability One patrol vehicle is being upgraded with a holding area to detain arrestees.
- New Patrol Vehicle– The department has acquired a patrol vehicle from Silverthorne PD. The vehicle is currently being prepared for service and should be operational in July.
- Grant Funding The department successfully applied for and received additional funding to support DUI enforcement.

Report prepared by: Chief, David Close



#### **Financial Summary Report**

Prepared by: Michelle Eddy, Town Manager Month Ending June 30, 2023

#### **Revenues/Expenditures:**

Revenues are tracking ahead of budget by 5.75%. Sales and lodging tax are slightly ahead of budget. Building and other income are ahead of budget. Court is currently tracking behind budget. Expenditures are below budget by 1.02%. Utilities continue to increase in expense primarily at Town Hall. Auto repairs are exceeding budget due to unforeseen repairs on the 2015 sedans. The Town is sitting in a good position and staying on track with planned revenues and expenditures.

#### Reserve Accounts \*As of 6/30/2023

Unrestricted		
Reserve accounts Alpine Bank:	\$1,367,062.07	
First Bank Money Market Checking:	\$4,967.43	
First Bank Time Savings:	\$95,000.00	
CD's Citywide Bank:	\$211,498.41	
Colorado Trust:	\$923,534.72	
CSAFE:	\$100.00	
Illiquid Trust Funds:	\$1,187.42	
Total Unrestricted	\$2,603,350.05	
Restricted		
American Rescue Plan Funds:	\$231,485.23	
Conservation Trust:	\$133,952.99	
<b>Total Reserves Restricted</b>	\$365,438.22	



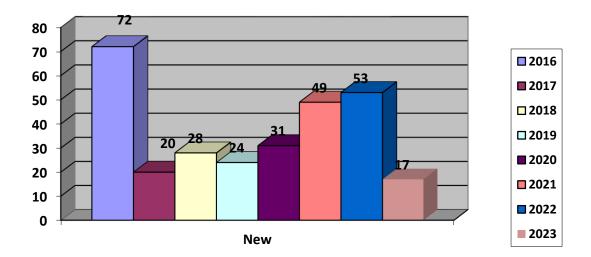
# Town of Blue River

## Staff Report Short-term Rental Update April 30, 2023 Submitted By: Michelle Eddy, Town Manager

# **Statistics**

Issued by Year	r
2016	72 *Previous number included previous years prior to Town taking over program
2017	20
2018	28
2019	24
2020	31
2021	49
2022	53
2023	17

#### Total Active Licenses as of 6/30/2023: 212



#### New (never rented before) Licenses by year:

- 2017-20
- 2018-25
- 2019-20
- 2020-25
- 2021-43
- 2022-35
- 2023-8

#### License turnover (STR one owner to the next):

- 2017-0
- 2018-3
- 2019-4
- 2020-6
- 2021-6
- 2022-18
- 2023-4

#### **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	\$586,795.62	\$157,633.49	

# 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	Built Lot	# STR	%STR **	% Build	% Full-
				Out	Time Res.
96 Sub	37	9	24%	90%	30%
97 Sub	41	10	22%	84%	41%
Aspen View	16	7	44%	80%	19%
Blue Rock	50	13	24%	93%	44%
Springs					
Bryce Estates	4	1	25%	57%	25%
Clyde Lode	1	0	0%	50%	0%
Coronet	31	10	32%	78%	32%
Crown	66	22	32%	92%	35%
DOT Condo	37	6	14%	100%	27%
DOT Placer	2	0	0%	50%	100%
Golden Crown	5	3	60%	63%	20%
Lakeshore	40	11	28%	93%	30%
Leap Year	21	8	38%	91%	52%
Louise Placer	8	3	38%	73%	13%
McCullough	3	1	33%	43%	33%
Gulch					
Misc Sec TR7-77	5	0	0%	22%	40%
Land					
Mountain View	44	13	27%	96%	36%
New Eldorado	8	4	50%	73%	63%
Sub					
New Eldorado	9	1	11%	100%	67%
Townhomes					
Pennsylvania	2	0	0%	100	0%
Canyon					
Pomeroy	0	0	0%	0%	0%
Rivershore	5	0	0%	63%	20%
Royal	67	15	22%	94%	39%
Sherwood Forest	78	19	23%	90%	24%
Silverheels	4	1	25%	67%	25%
Spillway	19	2	11%	90%	26%
Spruce Valley	44	0	0%	68%	11%
Ranch					
Sunnyslope	30	12	40%	86%	47%
Timber Creek	71	26	38%	89%	10%
Estates					
Wilderness	55	15	25%	96%	38%

## **General Statistics**

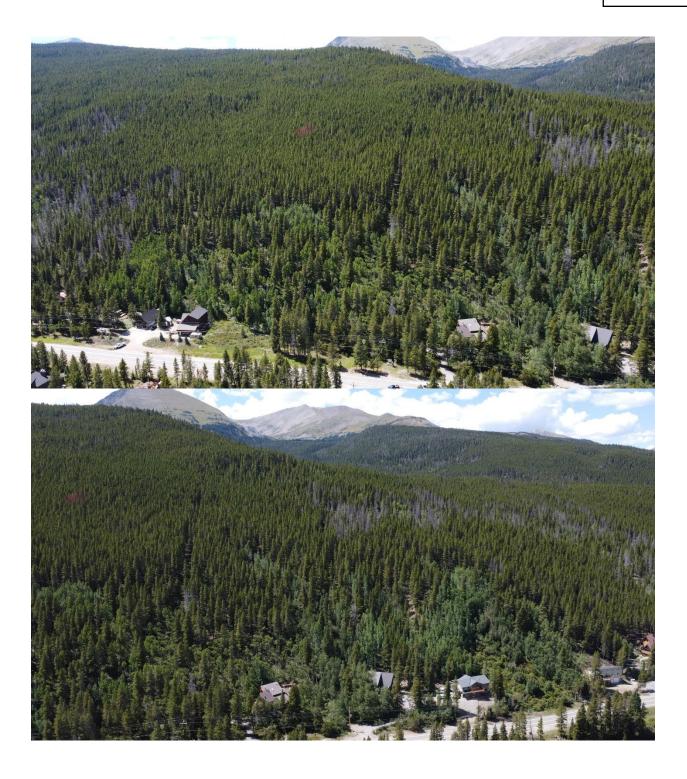
- Total Percentage of short-term rentals <u>26%</u>
- "Local" Breckenridge, Dillon, Frisco or Silverthorne addresses with STR License: 24 or 12%

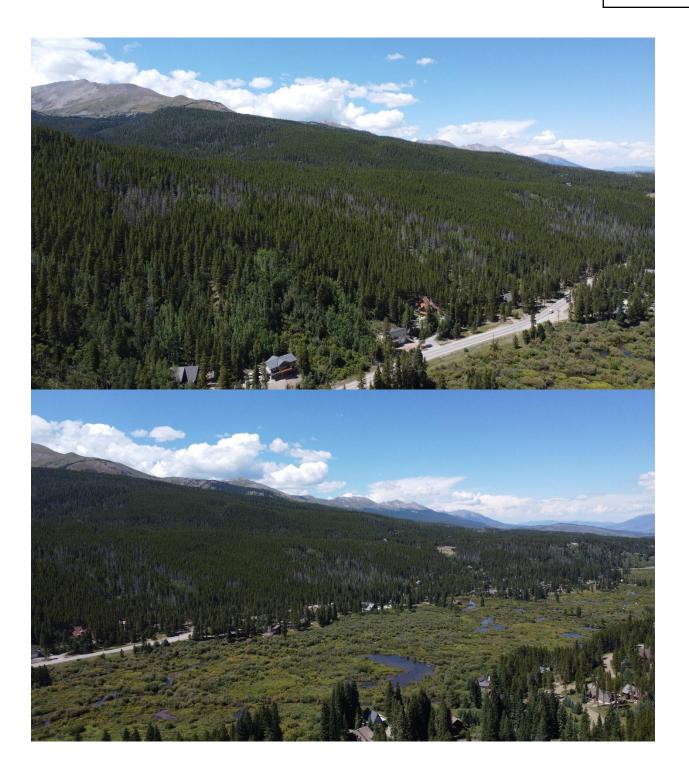
### Code Violations 2015-2023

Total Violations:	285
Violations for STR's while licensed as an STR:	125 (44%)
Percentage of Repeat Offenders:	1%

# **Before Photos**









# After Photos











