



BOARD OF TRUSTEES REGULAR MEETING JULY 2024

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

AGENDA

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

The Zoom link is available on the Town website:

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

Please note that seating at Town Hall is limited.

5:00 PM WORK SESSION:

[Discussion](#) of 2024-2025 Plow Contract and review of current contract.

6:00 PM REGULAR MEETING:

I. CALL TO ORDER, ROLL CALL

II. APPROVAL OF CONSENT AGENDA

[A.](#) Minutes for June 13, 2024 Regular Meeting and July 2, 2024 Work Session

[B.](#) Approval of Bills-\$145,523.19

III. COMMUNICATIONS TO TRUSTEES

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

IV. ORDINANCE CONSIDERATION FOR APPROVAL

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

[D.](#) Ordinance 2024-02 An Ordinance of the Board of Trustees of the Town of Blue River Amending Section 17-1-40 of the Blue River Municipal Code (Land Use Code) to Authorize a

Waiver or Exemption from the Requirements of Chapter 17 for Property to be Owned by the Town to Serve a Public Purpose, to Clarify the Authority of the Town Board Concerning Procedures, and Declaring an Emergency.

V. PUBLIC HEARING

[E.](#) Subdivision Lot 586 Clyde Lode

VI. RESOLUTIONS

[E.](#) Resolution 2024-08 Clyde Lode Subdivision Plat Approval

[G.](#) Resolution 2024-07 IGA Clyde Lode Trail Funding

VII. NEW BUSINESS

[H.](#) Review of Short-term Regulations.

I. Discussion of Law Enforcement Reporting

VIII. OTHER BUSINESS

J. Trustee Heckman

IX. REPORTS

K. Mayor

L. Trustee Reports

M. Attorney

[N.](#) Staff Reports

X. EXECUTIVE SESSION

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

XI. ADJOURN

NEXT MEETING -

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

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

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

AGREEMENT
FOR WINTER SNOW REMOVAL AND ROAD MAINTENANCE
ANNUALLY RENEWAL CONTRACT

THIS AGREEMENT (“Agreement”) may be annually renewed by mutual written consent of the parties for any “Snow Year” which shall mean a six (6) consecutive month period commencing a 12:00 a.m. on November 1 of the designated Snow Year and terminating at 11:59 p.m. on April 30 of the following year. For example, the “2023 Snow Year” commences at 12:00 a.m. on November 1, 2023 and terminates at 11:59 p.m. on April 30, 2024.

DESIGNATED SNOW YEAR: 2023-2024

This agreement is and entered into 12th day of October 2023, of the Snow Year by and between the **TOWN OF BLUE RIVER**, a Colorado municipal corporation, whose address is P.O. Box 1784, Breckenridge, Colorado 80424 (hereinafter referred to as the “Town”), and Highland Galloway whose address is P.O. Box 1646, Gypsum, Colorado 81637 (hereinafter referred to as the “Contractor”).

W I T N E S S E T H:

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

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

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

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

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

A. Term. The term of this Agreement shall be six (6) months, commencing at 12:00 a.m. on November 1, of the designated Snow Year and terminating at 11:59 p.m. on April 30, of the following year.

B. Contractor’s Obligations for Winter and Spring Snow Removal.

1. **General.** The Contractor agrees to remove snow from all roads and streets within the Town, and to apply sand as indicated herein, the boundaries of which are identified on the list attached here to as Exhibit “A”, and incorporated here by reference, during the winter and spring which, for the purposed of this Agreement, commences on November 1, of the Snow Year and concludes on April 30, of the following year. The Contractor should be aware that Exhibit “A” might not accurately identify all roads within the Town. The Contractor shall become familiar with all roads and streets within the Town prior to winter and spring and shall be responsible for maintenance thereof.

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

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

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

7. Snow Banks.

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

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

8. Snow Pack.

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

9. Road Sanding.

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

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

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

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

C. Contractor's Responsibilities.

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

D. Contract Price.

1. **Winter and Spring Road Maintenance.** The Town hereby agrees to pay the Contractor six (6) fixed monthly payments of **Thirty-six thousand, three hundred-eighty and ten cents \$ 36,840.35** for all performance under this Agreement. These six (6) payments represent the total lump sum price for winter

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

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

such repairs.

3. If the Contractor fails to remedy damages pursuant to this Agreement, the Town will contract with someone else to do the repairs and deduct the expenses from the Contractor's scheduled payment or payments.

J. Liability Insurance. The Contractor shall provide the Town with a current certificate of General Liability Insurance showing limits of at least \$500,000 per person and \$1,000,000 per occurrence. The Town must be an additional insured party under the policy. The Town shall have no obligation to indemnify the Contractor for Contractor caused damages.

K. Non-compliance Penalty. The Town shall retain a retainment amounting to ten percent (10%) of each monthly invoice for a period not exceeding forty-five (45) days. Any non-compliance penalty, as defined in Paragraphs L and M below, or elsewhere in this agreement, will be deducted from this amount prior to payment.

L. Failure to Complete. In the event Contractor fails to complete required snow removal or sanding as required in this Agreement, a non-compliance penalty in the amount of \$2,500.00 per day shall apply.

M. Failure to Respond. In the event Contractor fails to respond to a request of the Town Manager, or her designee, to commence additional plowing, snow pack or slush removal as directed under the terms of this agreement, a non-compliance penalty in the amount of \$2,500.00 per day shall apply.

N. Notices. All notices, requests, demands, consents, and other communications pertaining to this Agreement shall be transmitted in writing and shall be deemed duly given when received by the parties at their addresses below or any subsequent addresses provided to the other party in writing.

Notice to Town: Town of Blue River
P.O. Box 1784
Breckenridge, Colorado 80424

With copy to: Robert Widner
Widner Juran LLP
13133 E. Arapahoe Road, Suite 100
Centennial, Colorado 80112

Notice to Contractor: _____

With copy to: _____

O. Attorneys' Fees and Costs. In the event that legal action is necessary to enforce the provisions of this Agreement, the prevailing party shall be entitled to damages, if any,

and reasonable attorneys' fees and costs.

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

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

TOWN OF BLUE RIVER, COLORADO

By: _____
Toby Babich, Mayor

ATTEST:

Michelle Eddy

\Town Clerk

CONTRACTOR:

By: _____

TOWN OF BLUE RIVER

EXHIBIT "A"

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

EXHIBIT "B"

BID SCHEDULE

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

EQUIPMENT RATES - CHANGED OR EXTRA WORK

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

HOURLY LABOR RATES - CHANGED OR EXTRA WORK

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

EXHIBIT "C"

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

MANPOWER

LIST OF EQUIPMENT FOR USE UNDER CONTRACT (OWNED)

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

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

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

EXHIBIT “D”

WINTER SNOW REMOVAL AND ROAD MAINTENANCE METHODOLOGY

NARRATIVE:

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

Exhibit "E"

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

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

1. Contractor shall comply with the following:

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

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

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

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

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

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

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

Executed this ___ day of _____, 20__.

CONTRACTOR

BY: _____



BLUE RIVER BOARD OF TRUSTEES REGULAR MEETING JUNE 2024

**June 13, 2024 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:

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

Please note that seating at Town Hall is limited.

5:00 PM WORK SESSION:

Mayor Decicco called the work session to order at 5:05 p.m.

I. EXECUTIVE SESSION

A. Executive Session pursuant to CRS 24-6-402(4)(b) to receive legal advice concerning the legal rights of the Town to the established Town road system. and pursuant to CRS 24-6-402(4)(b) and (e) to receive legal advice and to instruct negotiators concerning a potential land acquisition.

Decicco moved and Hopkins to adjourn into executive session pursuant to CRS 24-6-402(4)(b) to receive legal advice concerning the legal rights of the Town to the established Town road system. and pursuant to CRS 24-6-402(4)(b) and (e) to receive legal advice and to instruct negotiators concerning a potential land acquisition at 5:06 p.m.

Decicco moved and Hopkins seconded to adjourn out of executive session at 6:07 p.m.

Decicco moved and seconded to enter into a contract for purchase of the 3 acres of Clyde Lode property with the agreed upon new purchase price. Motion passed unanimously.

6:00 PM REGULAR MEETING:

I. CALL TO ORDER, ROLL CALL

Mayor Decicco called the regular meeting to order at 6:12 p.m.

PRESENT

Mayor Nick Decicco

Trustee Jonathon Heckman

Trustee Ted Pilling

Trustee Noah Hopkins

Trustee Ted Slaughter

Trustee Barrie Stimson

Trustee Jodie Willey

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

II. APPROVAL OF CONSENT AGENDA

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

A. Minutes for May 9, 2024

B. Approval of Bills-\$31,608.11

III. COMMUNICATIONS TO TRUSTEES

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

Mayor Decicco noted written communications received.

Paul Semmer, Blue Grouse Trail-remarked on the plans to be reviewed in the future and included the Trails plan. He remarked on the survey conducted with suggestions for future surveys. He remarked on his written comments sent.

Chris Daly, Lakeshore Loop-welcomed the new board. Remarkd on the budget report and the realization of loss of full-time homeowners and a concern of loss of community and neighborhoods as second homeowners and short-term rentals increase. He encouraged a discussion on short-term rentals.

Wiley Asher, Coronet-asked for alternative ideas for monitoring and use of the Tarn including a gate or code versus residents or police patrol. He remarked on the drainage on Coronet and the issues that arose this spring. He suggested the formation of a roads committee.

C. Written Comments Received

IV. PUBLIC HEARING

D. 0132 Mountain View Addition Variance

Mayor Decicco opened the public hearing at 6:31p.m.

Manager Eddy reviewed the variance request noting all documents and notifications were completed. She noted the variance was recommended for approval by the Planning and Zoning Commission. She also noted there was one public comment received from Reilly Desantis with no objection to the project.

No public comment received.

Mayor Decicco closed the public hearing at 6:34 p.m.

Motion made by Trustee Pilling, Seconded by Trustee Stimson to approve the variance request as presented. Voting Yea: Trustee Stimson, Mayor Decicco, Trustee Heckman, Trustee Willey, Trustee Pilling, Trustee Hopkins, Trustee Slaughter

V. ORDINANCE CONSIDERATION FOR APPROVAL

E. ORDINANCE NO. 2024-01 AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF BLUE RIVER, COLORADO, AMENDING SECTION 2-2-90 OF THE BLUE RIVER MUNICIPAL CODE PERTAINING TO REGULAR MEETINGS OF THE BOARD OF TRUSTEES

It was noted this is to change the meetings with the work session taking place on the first Tuesday of each month at 5:00 p.m. and the regular meeting on the third Tuesday of each month at 6:00 p.m. with a 5:00 p.m. work session.

Motion made by Trustee Slaughter, Seconded by Trustee Hopkins to approve Ordinance 2024-01 An Ordinance of the Board of Trustees of the Town of Blue River, Colorado, Amending Section 2-2-90 of the Blue River Municipal Code Pertaining to Regular Meetings of the Board of Trustees. Voting Yea: Trustee Stimson, Mayor Decicco, Trustee Heckman, Trustee Willey, Trustee Pilling, Trustee Hopkins, Trustee Slaughter. Motion passed unanimously.

VI. NEW BUSINESS

F. Meeting Protocols/Guidelines

Mayor Decicco and Attorney Widner provided information on meeting guidelines and protocols to be adopted by the Trustees.

Mayor Decicco reviewed the key points to agree upon for meeting protocols and guidelines. A consensus on the points was achieved and a resolution will be brought forward next month for adoption.

G. Review of Plow Contract

The Town's Plow Contractor was present. Discussion on the current contract which is up for renewal.

Trustee Stimpson noted he believes the contractors have been doing a good job.

Trustee Hopkins noted the road base that was scrapped up and if there is a way to mitigate it. Mr. Allen noted it's an issue in the spring when the road gets soft during a plow and it's better to drive the roads versus plowing. He noted it was during the road cut time.

Trustee Heckman noted that it depends on the spring and not much that can be done.

Mr. Allen noted the roads soften in the spring and it becomes an issue with scraping. He suggested in the spring use more discretion in the spring.

Discussion of timing of plowing and determining when to go out. It's generally 4" in a 24-hour time period unless it's a multi-day storm and then they try to time it out.

Discussion of the run-off and the culverts clogging and then the road base that ends up in the ditch.

Trustee Pilling recommended a roads commission be established in the future.

Trustee Hopkins asked about extending the contract into May.

Discussion to have a work session on the plow contract and provide recommendations back to the contractor for revisions and discussion of a roads committee.

H. Citizen Advisory Committee Survey Report

Manager Eddy, Trustee Hopkins and Trustee Willey presented the Citizen Advisory Report for the citizen survey conducted.

Discussion to have everyone read the entire report and come back with discussion items at the first July work session. It was requested to breakdown residential status for responses.

I. Spruce Creek Road Improvement Project Update

Manager Eddy noted there were no bids received for the project. It was recommended to delay the work until next year putting it up for bid in January with a May start. It was noted it would probably receive more interest as contractors will not have already filled their calendars. Manager Eddy noted the report included on the project history and costs.

J. Update of Town Code for Goose Pasture Tarn Use Discussion

Manager Eddy noted the Town Code language as it pertains to the Goose Pasture Tarr is outdated and in need of changes. Redline changes were provided in the packet. Discussion on the status of the land use agreement with the Theobalds and ideas presented. Suggestion to clean up the signage.

VII. REPORTS

K. Mayor

No report.

L. Trustees Reports/Comments

Trustee Heckman-reported on the variance recommendation and approved an addition. They discussed limiting the building amount in the buildable area.

Trustee Stimpson-requested establishing a road maintenance committee and to serve as a liaison. The Committee would be a proactive committee to provide recommendations to the Trustees. He requested either the road contractor or plow contractor or their crew representatives on the committee. Discussion of potentially hiring a roads manager/public works. Trustee Stimpson left at 7:50 p.m.

Trustee Pilling reported the chair of the Transit Authority is retiring and a new chair is taking over. He noted the micro transit study is complete and bids are out for a pilot program.

Trustee Slaughter reported the Wildfire Council awarded defensible space grants and summer tours should be out soon.

Trustee Hopkins reported the committee met and reviewed the survey report. He recommended the Trustees review the role of Citizen Advisory and their purpose moving forward. It was discussed to have a work session on all committees and need. Discussion of construction complaints and process.

M. Attorney

N. Staff Reports

Manager Eddy requested to begin work on developing a Board retreat for August and to bring in a consultant to work with the Trustees. It was agreed to have staff reach out to a consultant

and look at a August date. It was also discussed to hold a 60th anniversary celebration in the fall.

Other Business:

Trustee Pilling noted a need to review short-term rental regulations and the changing demographics. He recommended a moratorium on short-term rentals in place to allow time for review. He recommended to decide tonight and set a date for when it will go into place.

Discussion on whether or not to implement a moratorium. Discussion that short-term rentals need to be a priority and discussed in the future.

Discussion to have the first work session in July to review the citizen survey. The second work session will be to review the plow contract. It was discussed to add short-term rentals on the agenda or at one of the work sessions.

VIII. ADJOURN

Motion made by Trustee Hopkins, Seconded by Mayor Decicco to adjourn the meeting at 8:20 p.m. Voting Yea: Trustee Stimson, Mayor Decicco, Trustee Heckman, Trustee Willey, Trustee Pilling, Trustee Hopkins, Trustee Slaughter. Motion passed unanimously.

NEXT MEETING - Work Session, July 2, 2024, 5:00 p.m.; Regular Meeting, July 16, 2024, 6:00 p.m.

Tuesday, July 2, 2024-5:00 p.m. Work Session

Tuesday, July 16, 2024-5:00 p.m. Work Session; 6:00 p.m. Regular 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



BLUE RIVER BOARD OF TRUSTEES WORK SESSION

July 02, 2024 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:

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

Please note that seating at Town Hall is limited.

5:00 PM WORK SESSION:

Mayor Pro Tem Jodie Willey called the work session to order at 5:00 p.m.

PRESENT

Trustee Barrie Stimson

Trustee Jonathon Heckman

Trustee Jodie Willey

Trustee Ted Pilling

Trustee Ted Slaughter

Trustee Noah Hopkins via Zoom

EXCUSED

Mayor Nick Decicco

Also present: Town Manager/Clerk Michelle Eddy

Review of Citizen Survey

The Trustees review the results and report from the priority survey conducted by the Citizen Advisory Committee.

Trustee Willey reviewed the top results: roads, wildfire, short-term rentals, code enforcement and Tarn management.

Discussion of the roads and the treatments conducted. Discussion of process for roads and code complaints. Discussion to include the Town Attorney on how to obtain information on where code complaints are being called in. The Trustees would like records of addresses for code violations. It was noted that many do not call in complaints.

Suggestion to create a code enforcement position to handle building, roads and short-term rental complaints. Recommendation to add additional staff.

Discussion on how fire bans are implemented.

Discussion to do a review in the future to ensure people answer the surveys. Suggestion to include questions on future on whether the person answering is a full-time resident or a second homeowner.

Discussion to continue to increase the roads budget, add staff for code enforcement, review and increase the frequency of snow removal.

Trustee Heckman reported he has spoken with the Theobald family and will report at the regular meeting.

I. ADJOURN

The work session ended at 6:08 p.m.

Respectfully Submitted:
Michelle Eddy, MMC
Town Clerk

NEXT MEETING -

Regular Meeting July 16, 2024.

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

Town of Blue River
A/P Aging Summary
As of July 11, 2024

	Current	1 - 30	31 - 60	61 - 90	91 and over	Total
Breckenridge Building Center	86.60					86.60
Charles Abbott Associates	9,784.90					9,784.90
Christine Shultz	150.00					150.00
Colorado Motor Parts	31.49					31.49
Fresh & Clean Ltd.	25.00					25.00
Land Title Guarantee Company		379.00				379.00
Muller Engineering Co	3,324.50					3,324.50
Robert Boone	150.00					150.00
Timber Creek Water District	200.00					200.00
Upper Blue Sanitation District	174.00					174.00
Widner Juran LLP	3,093.50					3,093.50
TOTAL	\$ 17,019.99	\$379.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 17,398.99

G & G Services Bills \$ 128,124.20

Total

\$ 145,523.19

Thursday, Jul 11, 2024 04:51:52 PM GMT-7

TOWN OF BLUE RIVER, COLORADO

ORDINANCE NO. 2024-02

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF BLUE RIVER, COLORADO, AMENDING SECTION 17-1-40 OF THE BLUE RIVER MUNICIPAL CODE (LAND USE CODE) TO AUTHORIZE A WAIVER OR EXEMPTION FROM THE REQUIREMENTS OF CHAPTER 17 FOR PROPERTY TO BE OWNED BY THE TOWN TO SERVE A PUBLIC PURPOSE, TO CLARIFY THE AUTHORITY OF THE TOWN BOARD CONCERNING SUBDIVISION PROCEDURES, AND DECLARING AN EMERGENCY

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

WHEREAS, Colorado state law at Section 31-23-214, C.R.S., authorizes municipalities to provide for the method for subdivision of land and to grant waivers or exemptions for classes of land as may be determined appropriate by the municipality; and

WHEREAS, the Board of Trustees enacted Section 17-1-40 of the Land Use Code (a portion of the Municipal Code) to provide for certain waivers (exemptions) from subdivision and to ensure compliance with the goals, objectives, and purposes of the Town of Blue River Comprehensive Plan and the Blue River Land Use Code and to recognize the need for exemptions to comply with state law; and

WHEREAS, on occasion, the Town must acquire land to provide for and to serve public purposes such as, but not limited to, roads, utilities, open space, parks, trails, public improvements; and

WHEREAS, the Board of Trustees finds it necessary to exempt any restrictions on subdivision in order to best enable the dedication of land to the Town and to allow the Town’s prompt acquisition of land for public purposes and needs; and

WHEREAS, notwithstanding the waiver or exemption of subdivision requirements for certain Town-owned property, the Town shall always endeavor to follow general subdivision procedures or practices and to cause to be recorded a legally binding plat or map of land division to best memorialize a division of property that is subject to a waiver or exemption; and

WHEREAS, the governing body of a municipality may, by ordinance, assume duties otherwise allocated to a planning and zoning commission.

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

Section 1. Amendment of Subsection (5) of Section 17-1-40(b). Section 17-1-40 of the Municipal Code of the Town of Blue River (the Land Use Code) titled *Applicability, Exemptions, Limitations, and Repeal* is hereby amended to modify subsection (5) to read in full as follows:

- (5) A division of land to enable a dedication to, or the acquisition by, the Town of land to serve a public purpose such as, but not limited to, new or expanded road or street right-of-way, public utilities, establish or expand a public park, open space, or trail, or to enable or expand a public improvement or a public facility.

Section 2. Amendment of Section 17-1-30. Section 17-1-30 of the Municipal Code of the Town of Blue River (the Land Use Code) titled *Purpose* is hereby amended to read in full as follows:

Section 17-1-30 Purpose

The Town of Blue River Subdivision Regulations are enacted in accordance with the authority conferred by Articles 16 and 23 of Title 31, Article 20 of Title 29, and Article 67 of Title 24 of the Colorado Revised Statutes, as amended. The Board of Trustees may, at any time, assume and perform any power or duty otherwise allocated by state law to the Town’s municipal planning commission.

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

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

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

Section 6. Emergency Declaration and Effective Date. The Board of Trustees hereby legislatively declares that the passage of this Ordinance is necessary for the immediate

preservation of the public peace, health, or safety. Specifically, the passage of this Ordinance as an Emergency Ordinance is necessary to guarantee or ensure timely dedication or acquisition of property necessary to serve public needs. Absent the emergency nature of this Ordinance, the Town will be unable to timely meet the goals and conditions of acquisition of property necessary to advance the long-term goal of completing the Town public trail system. Upon passage by a supermajority of the members of the Board of Trustees in office, as required by state law, this Ordinance shall become effective immediately upon adoption.

INTRODUCED, READ, PASSED, ADOPTED, AND ORDERED PUBLISHED at a regular meeting of the Board of Trustees of the Town of Blue River, Colorado, held on the 16th day of July, 2024.

Mayor

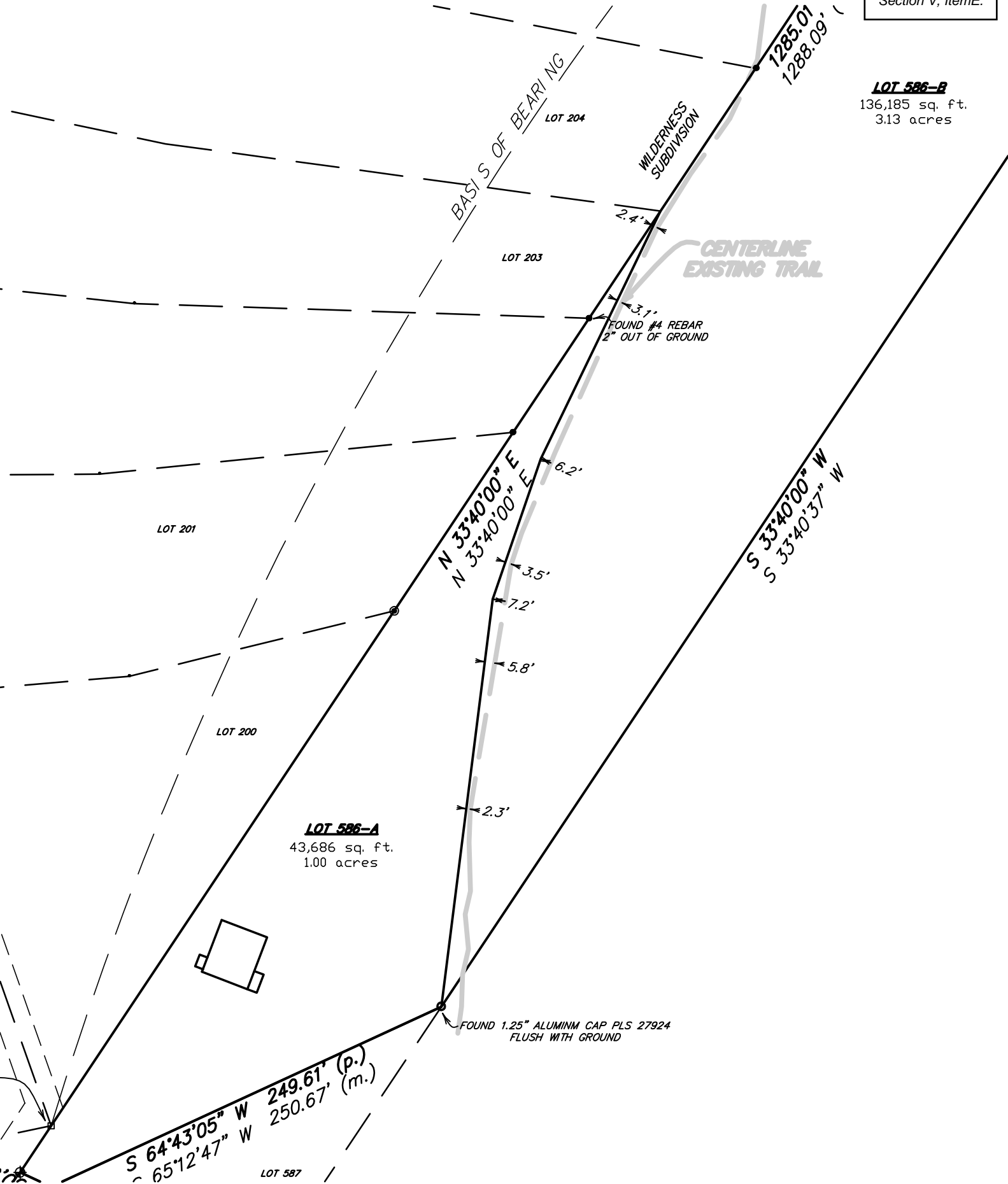
ATTEST:

Town Clerk

Published in the Summit County Journal _____, 2024.

LOT 586-B
136,185 sq. ft.
3.13 acres

LOT 586-A
43,686 sq. ft.
1.00 acres



TOWN OF BLUE RIVER, COLORADO

RESOLUTION 2024- 08

**A RESOLUTION APPROVING A PLAT FOR PROPERTY CURRENTLY
ADDRESSED AS 505 WILDERNESS DRIVE AND COMMONLY KNOWN AS
LOT 586 OF THE CLYDE LODGE SUBDIVISION**

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

WHEREAS, the Town is authorized pursuant to state law and the Town of Blue River Land Use Code to consider and approve certain divisions of property; and

WHEREAS, in accordance with Ordinance No. 20024-02, the Town of Blue River has exempted or waived from the formal requirements of subdivision any land divisions which will enable the dedication of property to the Town or which will enable the acquisition of land by the Town for public purposes such as trail or open space; and

WHEREAS, the Board of Trustees have received a plat map proposing the further division of land (subdivision) commonly known as Lot 586 of the Clyde Lode Subdivision which will enable the Town to acquire property for use as Town open space and trail; and

WHEREAS, in accordance with Ordinance No. 2024-02, the Town is not obligated to provide notice and hearing for the division of property that is exempted or waived from the requirements of Article 2 of Title 31, or exempted or waived from the requirements of Chapter 17 of the Land Use Code; and

WHEREAS, notwithstanding the Town’s exemption or waiver of the formal requirements for subdivision, the Town elected to have prepared a plat map substantially meeting the applicable requirements of Chapter 17 of the Land Use Code and to post or issue notice of a public hearing and conducted a public hearing for the proposed division of land.

WHEREAS, the Board of Trustees has reviewed the proposed division of land and the plat mapping for the division and finds and determines that approving the division of land and the recording of the plat will advance the goals and objectives of the Town’s Comprehensive Plan and the Land Use Code the Town and the public health, safety, and welfare of the community.

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

1. The Board of Trustee approves the plat or map titled “Resubdivision Plat of Lot 586 of the Clyde Lode Subdivision” as presented to the Board of Trustees and for which a noticed public hearing was held. The Town Manager is authorized to circulate the plat and secure the necessary signatures and to then record the plat with the Summit County Clerk and Recorder’s Office and any other office or agency for which subdivision plats must be recorded.

Town of Blue River, Colorado
Resolution No. 2024-
Approval of Clyde Lode Resubdivision

2. This Resolution shall be effective immediately upon approval.

ADOPTED by the Board of Trustees on the 16th day of July, 2024

Mayor

ATTEST:

Deputy Town Clerk

TOWN OF BLUE RIVER, COLORADO

RESOLUTION 2024-07

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
FOR ASSISTANCE IN ACQUISITION OF PROPERTY FOR PUBLIC TRAIL
AND OPEN SPACE PURPOSE
(CLYDE LODGE)**

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

WHEREAS, the Town is authorized to enter into intergovernmental agreements relating to governmental purposes including the provision of open space, parks, trails, and other recreational amenities for its citizens and for the public; and

WHEREAS, Summit County Government and the Town of Breckenridge (with the Town, collectively the “Parties”) have prepared a proposed “Intergovernmental Agreement - Clyde Lode Open Space Property” (“IGA”), a copy of which is attached hereto as Exhibit A. The Parties desire to enter into this IGA for the purposes of assisting in the funding of the acquisition of the Clyde Lode Property; and

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

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

1. The “Intergovernmental Agreement Clyde Lode Open Space Property” is approved in substantially similar form as the copy attached hereto as Exhibit A and incorporated herein by this reference. The Town Manager is authorized to execute such agreement on behalf of the Town once such IGA is finalized.

2. The Board of Trustees understands and agrees that the IGA may be modified with the mutual consent of the Parties following the Town’s approval and prior to the Town Manager’s authorized signature to address minor issues related to the IGA’s administration, and to address grammatical and typographical errors, provided that any modification does not: (1) increase the financial obligations of the Town concerning the purchase of the Clyde Lode Property; or (2) impose additional operational obligations upon the Town that must be funded by the Town. The Town Manager shall consult with the Town Attorney regarding the scope and reasonableness of any modification and shall deliver to the Board of Trustees a copy of the final IGA following full execution.

3. This Resolution shall be effective immediately upon approval.

Town of Blue River, Colorado
Resolution No. 2024-
Intergovernmental Agreement -Clyde Lode Trail Property

ADOPTED by the Board of Trustees on the _____ day of _____, 2024

Mayor

ATTEST:

Deputy Town Clerk

**INTERGOVERNMENTAL AGREEMENT
CLYDE LODGE OPEN SPACE PROPERTY**

This INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into this ___ day of _____, 2024, by and between the Board of County Commissioners of Summit County, Colorado (the "County") and the Town of Breckenridge ("Breckenridge" or "Town of Breckenridge"), a municipal corporation of the state of Colorado, and the Town of Blue River ("Blue River" or "Town of Blue River"), a municipal corporation of the state of Colorado, referred to collectively as "the Parties".

WITNESSETH:

WHEREAS, Blue River has recently purchased certain real property located in the County of Summit, State of Colorado more particularly described in Exhibit A (the "Property"); and

WHEREAS, the Parties desire to obtain lands within Summit County to preserve as open space and promote recreational purposes consistent with the open space character of the Property; and

WHEREAS, the County and Town of Breckenridge (the "Contributing Parties") have agreed to contribute \$107,250.00 each, for a total of \$214,500.00, to assist the Town of Blue River in financing the purchase of the Property; and

WHEREAS, the Parties desire to enter into an agreement providing for the use and management of the Property in exchange for the Contributing Parties' financial contribution.

NOW, THEREFORE, in consideration of the above premises and terms and conditions contained herein, the parties agree as follows:

1. The Town of Breckenridge and the County will each contribute to the Town of Blue River ~~\$107,250.00~~82,500 for a total of ~~\$214,500.00~~165,000.00 (the "Contribution"), to reimburse the Town of Blue River for a portion of the purchase price paid to acquire the Property. The Contribution is intended to assist the Town of Blue River's financing of the purchase of the Property and does not entitle the Contributing Parties to any ownership or interest in the Property, except as to such rights as provided in this Agreement.
2. The Contribution shall be paid to the Town of Blue River within 30 days of the execution of this Agreement.
3. In exchange for the Contribution, the Town of Blue River agrees to the following:
 - (a) Use of the Property: Except as otherwise provided in this Agreement, the Property shall remain undeveloped as open space and be used solely for those permitted uses set forth on Exhibit B attached hereto and incorporated by this reference, such permitted uses meaning the commonly accepted definition for such terms.

(b) Trail: The purpose of the Contribution is to assist the Town of Blue River with acquisition of the Property to construct a north-south trail (the "Trail"), perfecting public access along the "Wakefield/Blue River Trail". The Trail shall be non-motorized (except for limited motorized access for disabled users if mandated by federal or state law) and multi-use allowing General Public access, as defined below. The Parties agree to collaborate on the construction, design, signage, and maintenance of the Trail (the "Work"). The Town of Blue River agrees that it will not perform any Work without the prior express written approval of the Contributing Parties. The Parties agree to pay their Proportionate Share, as defined below, of the actual costs incurred for the Work, provided, however, nothing in this Agreement shall be interpreted as requiring the Contributing Parties to assume sole responsibility for the Work or payment of the costs related thereto. The term "Proportionate Share" shall mean the following:

<u>Party</u>	<u>Proportionate Share</u>
Town of Blue River	70%
Town of Breckenridge	15%
County	15%

(c) Public Access: The Trail will be dedicated for use by the General Public in perpetuity and remain open to the General Public subject to temporary closure for public safety or maintenance. For the purposes of this Agreement the term "General Public" means and refers to all residents and visitors of Summit County.

(d) Forest Health / Weed Management: The Parties agree to collaborate on weed management and forest health projects on the Property ("Weed Management"). The Parties agree to pay their Proportionate Share of the actual costs incurred for Weed Management, provided, however, nothing in this Agreement shall be interpreted as requiring the Contributing Parties to assume sole responsibility for Weed Management or payment of the costs related thereto.

4. The Town of Blue River agrees that if the Property is not open for open space or recreational purposes for any reason, and if such closure is not cured within thirty (30) days after written notice thereof is given by either of the Contributing Parties, or if such default shall be of the nature that it cannot be cured completely within such thirty (30) day period and the Town of Blue River has not promptly commenced work within such thirty (30) day period to cure the closure or has not thereafter proceeded with reasonable diligence and in good faith to remedy such closure, the Contributing Parties may remedy such closure by any means necessary or, alternatively, may demand that the Town of Blue River refund the Contribution to the Contributing Parties. Such refund shall include interest calculated at a rate equal to the overall percentage increase in the Denver Average Consumer Price Index, as determine by the United States Bureau of Labor Statistics, from the date of this Agreement to the date of default pursuant to this paragraph 4. In no event shall the refund be less than the amount of the Contribution.

Refund shall be made by the Town of Blue River within thirty (30) days after a written request is made by the Contributing Parties.

5. In the event the Town of Blue River desires to sell the Property, or any portion thereof, the Town of Blue River shall first send a written offer to the Contributing Parties (each an "Offer"). The Offer shall state a specified price and all terms and conditions of the proposed sale. If the Contributing Parties, either jointly or separately, desire to accept the subject Offer, then the Contributing Parties shall, within 30 days from receipt thereof, send their acceptance in writing to the Town of Blue River. If the Contributing Parties do not accept the subject Offer, then for a period of one year from the date of mailing of the subject Offer, the Town of Blue River shall be free to sell the Property, or any portion thereof, offered to the Contributing Parties at a price not less than that contained in the subject Offer subject to the provisions of this Agreement.

6. Subject to paragraph 5 above, in the event the Town of Blue River trades or conveys the Property, or any portion thereof, to any other person or entity, a trail easement shall be recorded on the Property prior to conveyance. Said easement shall be a minimum of 20' from centerline of the Trail granting non-motorized access to the General Public, to the satisfaction of the Contributing Parties. The cost of the survey work for the easement will be incurred by the Town of Blue River.

7. Subject to paragraph 5 above, in the event the Town of Blue River trades or conveys the Property, or any portion thereof, to any other person or entity, and such person or entity agrees to continue to be bound by and to use the Property in accordance with Paragraph 3 above, then the Contributing Parties understand that they will not be refunded any portion of the Contribution. Notwithstanding paragraph 6 above, if such person or entity does not agree to be bound by and to use the remainder of the Property as open space in accordance with Paragraph 3 above, then the Town of Blue River shall refund the Contribution to the Contributing Parties, together with interest calculated as provided in paragraph 4 above, within thirty (30) days after a written request for a refund is made by either Contributing Party.

8. Subject to paragraph 5 above, in the event that the Town of Blue River trades or sells the Property, or any portion thereof, to another person or entity, the Contributing Parties will not be limited in their use of any real property received in the trade by any language contained in this Agreement.

9. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns. No third-party beneficiaries are created or intended to be created by this Agreement whatsoever.

10. The County will cause an executed copy of this Agreement to be recorded in the Summit County Clerk and Recorder's Office.

11. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

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

BOARD OF COUNTY COMMISSIONERS OF
SUMMIT COUNTY, COLORAOD

Tamara Pogue, Chair

ATTEST:

Taryn Power, Clerk and Recorder

TOWN OF BLUE RIVER

, Mayor

ATTEST:

TOWN OF BRECKENRIDGE

Kelly Owens, Mayor

ATTEST:

Helen Cospolich, Town Clerk

EXHIBIT A

[Legal Description of Subject Property – Placeholder]

EXHIBIT B: USES PERMITTED

- Open Space
- Open Space Accessory Uses such as Trails, Signs, Trailheads, Trail Portals
- Wildfire Mitigation and Forest Health Management
- Restoration & Stabilization of Historic Structures Existing On-Site
- Mine Reclamation and Clean-Up
- Other uses consistent with open space and trail use mutually agreed to by all Parties.



Town of Blue River Memorandum

TO: Mayor Decicco & Members of the Board of Trustees

FROM: Town Manager Michelle Eddy, Deputy Clerk John DeBee, Police Chief David Close and Officers Brito, Kruse and Wilson

DATE: July 9, 2024

SUBJECT: **Short Term Rental Discussion-Updated July 2024**

Mayor & Trustees

Below is current information on short-term rental licenses in Blue River as well as excerpts from the 2021 Comprehensive Plan. This information is provided in the monthly staff reports and is provided to facilitate discussion on any additional regulations the Board of Trustees wishes to implement.

Fees:

Annual License: \$300/year

Taxes:

Total collected: 12.275%

- Lodging Tax: 3.4%
- Blue River Sales Tax: 2.5%
- State Sales Tax: 2.9%
- Summit County Sales Tax: 2.0%
- County Mass Transit Tax: .75%
- Special District Sales Tax (Housing): .725%

Regulations:

The full code is located in Chapter 6 of the Town of Blue River Municipal Code

- Must rent a minimum of 10 days to be eligible for a renewal. Rentals are counted within a calendar year.
- All licenses expire 12/31 regardless of when they are issued.
- Any property receiving three or more verified code violations may lose their license for one year.
- Failure to pay and report taxes on a quarterly basis may result in loss of license.
- Occupancy is two people per bedroom plus two.
- Poster (below) must be displayed at home and license number must appear on all advertising.



Short-Term Rental (STR) Information

This notice is required by Sec. 6-1-110€ of the Blue River Municipal Code and must be made available to in all short-term rental properties. The Town hopes you to enjoy your stay and that you use the rented property with a respect for the quiet and mountain environment of the neighborhood.

PROPERTY ADDRESS: _____

Short-Term Rental License Number: _____

PROPERTY OWNER

Name: _____

Email Address: _____

Phone Number: _____

MANAGEMENT COMPANY/EMERGENCY CONTACT

Emergency Contact's Name: _____

Emergency Contact's Email Address: _____

Emergency Contact's Phone Number: _____

INFORMATION AND RESTRICTIONS

- ◆ The Town's quiet hours are **10:00 p.m. to 7:00 a.m.** during which time activities outside and within the premises that can be heard by neighboring properties will be subject to enforcement pursuant to the Town's noise ordinance.
- ◆ Speed limits on all Blue River residential roads is **15 mph** unless otherwise posted.
- ◆ **Trash and recycling schedule and instructions on how to properly dispose of trash to prevent wildlife conflicts. Trash shall not be placed outside prior to pick up day.**
Pick up day is: _____
- ◆ **Please turn off all exterior lights after 10:00 p.m.**
- ◆ Renters are not authorized to use the Goose Pasture Tarn. The Tarn is the lake east of Highway 9 near the north boundary of the Town of Blue River. Tickets will be issued for a renter and guest's unlawful use.
- ◆ Parking on any Town street is unlawful. All vehicle parking must be on the property you are renting in the space designed for parking. Parking for this property is limited to **5** vehicles.
- ◆ Fire restrictions _____
- ◆ Evacuation directions in the event of a fire or emergency _____
- ◆ Location of fire extinguisher _____
- ◆ Join Summit County Alert for latest alerts for roads and the area:

<http://www.co.summit.co.us/1149/Summit-County-Alert>; check www.cotrip.org

Important Phone Numbers

Emergency 911

Town Hall (970) 547-0545, Open Tuesday-Friday, 7a.m. to 5 p.m.

Non-emergency or after-hours assistance – (970) 668-8600

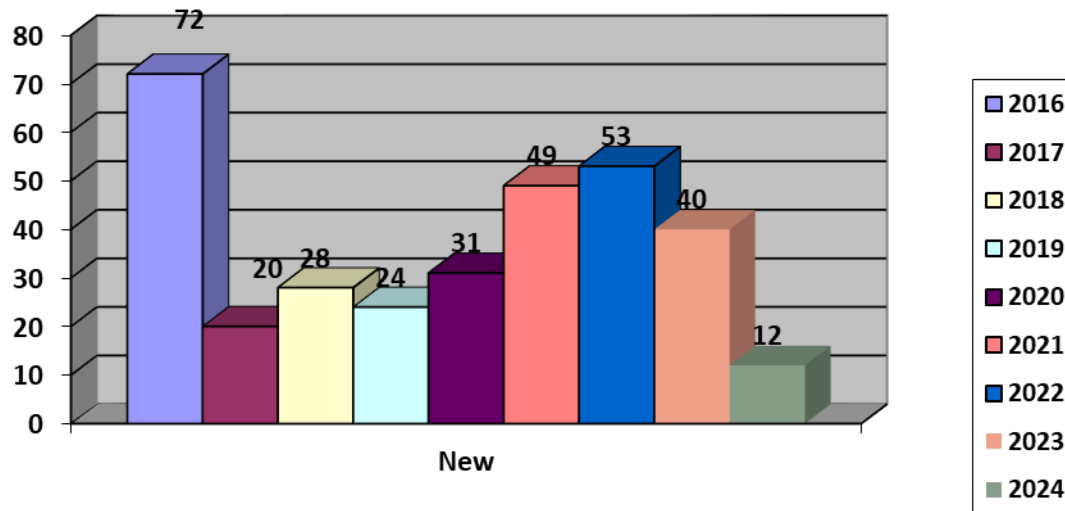
Information must be posted on both the interior side of the primary entry door and prominently placed on the kitchen counter.

Short-term Rental Status

Issued by Year

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	40	
2024	12	

Total Active Licenses as of 6/30/2024: 224



Annual Revenue

Year	Sales Tax	Lodging Tax
2016	\$264,757.05	\$123,742.00
2017	\$237,468.92	\$126,585.55
2018	\$286,968.54	\$155,511.07
2019	\$425,616.72	\$166,883.33
2020	\$842,141.13	\$176,339.81
2021	\$844,558.23	\$228,743.34
2022	\$1,002,256.27	\$327,762.62
2023	\$996,818.50	\$303,230.72
2024	\$657,585.91	\$180,867.23

Short-term Rentals/Housing

Trend/Issue	Key Strategies & Priority Actions
Short-term Rentals	<p>Short-term rentals are the rental of a room or residence for a period of less than 30-days and absent a signed lease. The Town is encouraged to monitor the number of short-term rental permits and ensure a reasonable balance between different types of housing opportunities as well as ensuring protection of the community character.</p> <p>It is encouraged to develop messaging to reach short-term renters and visitors regarding requirements for managing trash and for reducing fire risks. Messaging should include QR codes with links to information on rules, and Town alerts.</p> <p>It is encouraged to review the possibility of central trash collections in the Town to reduce the negative impacts with wildlife.</p> <p>A cost-benefit analysis should be conducted to evaluate the overall impact of short-term rentals on the community, the administrative staff, the road, and public infrastructure.</p>
Housing	<p>The Town should monitor the forms occupancy of residences (e.g., short and long-term rentals, full-time residents, and second homeowners) to best track and measure the community character. This information could be used in designing regulatory and other tools to best preserve the desired community character.</p> <p>Accessory dwelling units should be considered as a tool to address long-term rental housing shortages. A review of the existing code and potential impacts should be conducted. Preserving the community character should be an important consideration when evaluating the potential for accessory dwelling units. Accessory dwelling units should not be allowed for short-term rental.</p> <p>Encourage the Town to explore all factors that contribute to housing challenges within the Town. The Town should consider creating a mix and balance of full-time residents, second homeowners, short and long-term renters, and visitors to maintain the community character of Blue River.</p>
Community Vision	<p>It is recommended for the Town to develop a Town Center for community gatherings, a park, and a pavilion. The Town Center area should consider a residential focused located or a setting near Town Hall and potentially incorporate open space areas or be located along Blue River Road.</p> <p>The Town should identify parcels centrally located and appropriate for a community pavilion, park and community gathering or community event area for resident use in a Town Park setting while maintaining the natural community character.</p> <p>The Town should research opportunities for conservation easements</p>

and acquire wetlands to preserve the Town's natural attributes, possibly utilizing a third-party land trust for the conservation of land.

Section VII, Item H.

It is recommended to research opportunities for conservation easements and wetlands for open space opportunities to preserve community character and preservation of the residential community.

The Town should evaluate the appropriate housing mix for the Town that will best maintain the desired community character. This may be accomplished by exploring limits and regulations for short-term rentals to ensure the future of the community character. A review of the cost/benefit of short-term rentals should be conducted to ensure a community balance.

Other Towns & County

Breckenridge

- Created Zone Districts and limited short-term rentals in various districts with fewer limitations in “resort zone” areas.
- Fees:

Number of bedrooms	BOLT	Reg Fee	Total
Studio	75	756	831
1	100	756	856
2	125	1512	1637
3	150	2268	2418
4	175	3024	3199
5	175	3780	3955
6	175	4536	4711
7	175	5292	5467

- Taxes: 12.275% (same as Blue River)

Dillon

- No caps
- Fees: \$700/annually
- Total tax: 14.875%
 - Town, State, County: 8.875%
 - Lodging/STR: 6%

Frisco

- Cap 25% of housing stock (900 licenses). There is currently a waitlist for licenses and it's \$25 non-refundable to be placed on the waitlist.
- Fees: \$250
- Total Tax: 15.725%
 - Town, State, County: 8.875%
 - Lodging: 2.35%
 - STR Excise: 5%

Silverthorne

- Town of Silverthorne short-term rentals are capped at 10% of the number of units in most Town neighborhoods, Area 1, and 50% of the number of units within the Town Core and

Riverfront areas, Area 2. Short-term rentals are not allowed within deed restricted neighborhoods, Area 3.

- Fees:
 - Studio –\$150
 - One Bedroom - \$200
 - Two Bedrooms –\$250
 - Three Bedrooms –\$300
 - Four Bedrooms –\$350
 - Five bedrooms – \$450
 - Six or more bedrooms – \$500
- Taxes: 6% Lodging tax
- *Silverthorne will have a ballot question increasing short-term rental taxes to fund workforce housing.

Summit County

- Created zone districts that limit by basin and location similar to Breckenridge.
- Fees:
 - Resort Overlay Zone - Resort License: \$280/year
 - Neighborhood Overlay Zone - Type I: \$225/year
 - Neighborhood Overlay Zone - Type II: \$340/year
- Taxes
 - Total: 8.375%
 - State/County: 6.375
 - STR Tax: 2%

Code Violations 2015-2024 As reported in Citizen Serve

Total Violations:	302
Violations for STR’s while licensed as an STR:	141 (47%)
Percentage of Repeat Offenders:	1%

Breakdown 2020-2023 Short-term rental specific violations:

- 2020
 - Total violations: 10
 - Violations by STR: 7 (3 from the same home)
 - Percent of total: 70%
 - Type
 - Renting without a license: 2
 - Violation of Public Health order: 2
 - Trash violation: 3
- 2021
 - Total violations: 27
 - Violations by STR: 8 (2 from the same home)
 - Percent of total: 30%
 - Type
 - Renting without a license: 1
 - Trash violation: 7
- 2022
 - Total violations: 31
 - Violations by STR: 16 (7 from 3 properties)
 - Percent of total: 51%
 - Type:
 - Parking: 1
 - Trash violation: 15
- 2023

- Total violations: 17
- Violations by STR: 13 (2 from same home)
- Percentage of total: 76%
- Type:
 - Noise/Parking: 1
 - Occupancy Advertisement: 2
 - Trash: 10
- 2024-*Through 6/30/24*
 - Total: 19
 - Advertising Violations: 15
 - Dog Violation: 1
 - Snow Removal Violation: 1
 - Trash: 2

Percentage of STRs by Subdivision

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

Subdivision	# STR	%STR **	% Build Out	% Full-Time Res.
96 Sub	10	27%	90%	30%
97 Sub	12	29%	84%	37%
Aspen View	7	44%	80%	13%
Blue Rock Springs	13	24%	93%	46%
Bryce Estates	1	25%	57%	0%
Clyde Lode	0	0%	50%	0%
Coronet	10	32%	78%	35%
Crown	23	34%	93%	28%
DOT Condo	5	14%	100%	31%
DOT Placer	0	0%	50%	100%
Golden Crown	3	60%	63%	20%
Lakeshore	13	33%	93%	23%
Leap Year	8	38%	91%	43%
Louise Placer	2	29%	70%	14%
McCullough Gulch	1	33%	43%	67%
Meiser	2	100%	100%	0%
Misc Sec TR7-77 Land	0	0%	22%	40%
Mountain View	13	27%	96%	34%
New Eldorado Sub	4	50%	73%	38%
New Eldorado Townhomes	1	11%	100%	56%
Pennsylvania Canyon	0	0%	100	0%
Pomeroy	0	0%	0%	0%
Rivershore	0	0%	63%	0%
Royal	16	24%	94%	31%
Sherwood Forest	20	26%	94%	23%
Silverheels	1	25%	67%	29%
Spillway	3	15%	90%	25%
Spruce Valley Ranch	0	0%	68%	20%
Sunnyslope	12	40%	86%	33%
Timber Creek Estates	29	41%	89%	7%
Wilderness	14	25%	96%	33%

For Discussion Purposes:

- **Potential Regulations:**
 - Increase annual fees to cover the cost of additional staff for code enforcement and short-term rental administration.
 - Require responsible agent.
 - The Town does have contact information for all short-term rental owners and property management companies currently and it is utilized when addressing short-term rental complaints.
 - Increase minimum days to be rented.
 - Currently the minimum number of days required to maintain a license is 10. When the regulation was implemented 12 licenses were cancelled and for 2024, another 4 were not renewed. If the minimum number of days were increased, it could eliminate additional licenses.
 - The average short-term rental license holder rents 132 days per year
 - Establish limitations on number of licenses available to establish a balance within the community of full-time; second homeowner and STR license holders.
 - *Current Town Demographics*
 - Full-time: 26%
 - Second Homeowner no license: 46%
 - STR License holders: 28%
 - Average home price in Blue River currently is \$1.68 million.
- Develop incentives for long-term renting of homes. The County does offer these types of incentives.

Code Enforcement Calls

Dispatch logs compiled by the Blue River Police Department

Section VII, Item H.

2023 Complaints

Parking

- 39 calls total
 - 6 STR related-15%

Noise

- 13 calls total
 - 8 Warnings Issued
 - 6 of the Total calls were STR related-46%

Trash Complaints

- 5 calls total
 - 4 STR related-80%

Illegal Fires

- 5 calls total
 - 1 citation issued.
 - 3 of the total calls were STR related 60%

2024 Complaints

Parking

- 35 calls total
 - 6 were STR related.

Noise

- 6 calls total
 - 3 were STR related

Trash Complaints

- 1 complaint
 - 1 was STR related.

Illegal Fires

- 1 complaint
 - 1 was STR related.

Total Complaint Calls 2023-YTD 2024: 111

Complaint Calls STR Related:

30 or 27% of all complaint calls to dispatch are STR related.

Municipal Court Stats for Citations Issued

2023

- Trash 1
- Fire 1

2024

- Fire 1
- Pet 1

Code Enforcement Review and Staff Recommendation

Section VII, ItemH.

Current Process:

1. Citizens are encouraged to call non-emergency dispatch to have an officer respond to a situation.
2. The responding officer assesses the situation and either provides assistance, education and works to resolve the situation. It is up to the responding officer to determine if a code violation is issued or if they feel the situation has been resolved.

Other Towns:

- Breckenridge utilizes a hotline that works directly with the responsible agent for the property linked with their licensing software. This generally resolves issues in a timely manner. There are challenges with hold time and agent availability. In 2023 the hotline took 133 calls. During the same period non-emergency dispatch received 106 calls associated with STR properties.
 - For Breckenridge they require a responsible agent that must acknowledge the complaint within 60 minutes.
 - They have a full-time person that handles all short-term rental compliance overseeing licensing, taxes, code compliance, hotline complaints and follow up of general regulations including online ads and violations. There is one Community Service Officer that assists with enforcement in the field.
 - Cost for the hotline is \$485/year.
- Frisco utilizes a Code Enforcement Officer that reports to their Community Development Specialist. The Code Enforcement Officer does not handle building permits or construction sites.
 - Frisco has a hotline with issues of people on hold for extended periods of time. Reporting parties are encouraged to call non-emergency dispatch for a police response.
 - The hotline cost is incorporated with their licensing software and is \$58,000/year.
- The Towns of Hugo, Olathe and LaJara handle code enforcement through their police departments.
- The Town of Kiowa contracts out the position. The Town of Creed is looking to do the same moving it out of the Clerk's Office.
- Town of Mt. Crested Butte-code enforcement is handled by the police department with the Town Clerk's office handling all STR complaints and enforcement.
- Town of Minturn just hired a code enforcement officer that will report to the Town Manager.

Blue River Staff (Admin and Police) Recommendations

Community Service Officer/Blue River Ambassador

Wage: TBD

- The Community Service Officer or Blue River Ambassador would report to the Deputy Clerk with additional supervision coming from the Town Manager and Chief of Police.
- Training on responding to complaints with proper investigation/documentation and appropriate course of actions. This would be provided by the Police Department to ensure all laws and proper practices are followed.
- This person would also maintain records in Citizen Serve and would be responsible for tracking all the town complaints for roads, code issues related to properties and short-term rentals.
- The Community Service Officer would be an ambassador of the town as they specialize in code enforcement/resolution/follow-up in a timely manner to serve the residents of Blue

River. This position would allow the police department and current administrative staff to better utilize its resources.

- Schedule: Monday – Friday 9-5. More law enforcement calls tend to happen on weekends versus code complaints.
- Additional duties:
 - Seasonal - Tarn Patrol: compliance, assistance with permits, education
 - STR: Tracking complaints, course of action, education, problem solving. Reviewing online ads for compliance and delinquent taxes.
 - Public Works: Monitor road conditions, signage, snowplow deployment, repair project management to be reported to Town Manager and/or Contractor.
 - Assist with Town Park and Town Hall inspections, maintenance and weed mitigation.
 - Town Hall: Trash and recycling, snow removal, plowing parking lot and grounds/building maintenance.

We have a unique scenario here where PD and Town Hall are more blended than other typical towns/cities. This position could better serve this area so all the Town Hall concerns can stay on with Town Hall. All the PD issues can stay in the PD. And where this grey area or overlap is, the community service officer manages it. I think you field complaints, and the PD fields complaints, but we don't always share this information. This is causing confusion. A CSO could collect this information from both sides and compile it.

COMMUNITY SERVICES OFFICER; AUTHORITY TO ISSUE CITATIONS INTO MUNICIPAL AND COUNTY COURT:

Any duly appointed community service officer of the police department is authorized, as part of his or her duties, to issue a summons and complaint, penalty assessment notice, or other appropriate citation into the municipal court for any alleged violation of any ordinance or code of the Town of Blue River; provided that a duly appointed community service officer is authorized to issue a summons and complaint, penalty assessment notice, or other appropriate citation into the municipal court for an alleged violation of section to the extent permitted by law, and for the sole purpose of issuing municipal court summons and complaints, penalty assessment notices or other citations as authorized by this section, a community service officer shall be deemed to be a peace officer and duly authorized law enforcement officer within the meaning of rule 203(d) of the municipal court rules of procedure

All building code/site enforcement would fall under the supervision of the Town's contracted Building Official with Charles Abbott.



Blue River Staff Report
July 2024

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

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



Weed & Seed Program

- For the fourth year in a row, the Town of Blue River will be hosting the Weed & Seed Program. The program is designed to encourage residents to pull and address the various noxious weeds throughout the area. Weeds may be brought to Town Hall and as a thank you, residents may take a seed of wildflower seeds. Weed mitigation is a never-ending effort but it hoped with enough work, the number of noxious weeds will be reduced and the Town filled with beautiful wildflowers.
- In addition to the Weed & Seed Program, there will be a Countywide Weed Pulling Event on Saturday, July 13th. Residents are encouraged to assist with weed mitigation not just at their properties but at Theobald Park and the Goose Pasture Tarn. Green disposable bags will be available for any participating residents and weeds may be brought to Town for wildflower seeds.

Roads

- Grading and maintenance is nearly complete as of July 2, 2024. Earth Bind was applied to Spruce Creek Road and Dura Blend was applied to Blue River Road.
- Road Base
 - 97 Circle
 - Blue Rock
 - Golden Crown
 - Leap Year
 - Lodestone
 - Louise Placer
 - Miners Court
 - Nugget
 - Regal
 - Rock Springs
 - Royal
 - Rustic Terrace
 - Tesemini
- Road Maintenance Town Hall Forum
 - On Wednesday, July 10th, 6:00 p.m. the Town’s Road Contractor G & G Services as well as representatives from Envirotech will be at Town Hall to provide information and host a discussion on the products used on Town roads, benefits, reasons for the particular products as well as address environmental questions and the science of road maintenance. This will be a hybrid meeting hosted in person and via zoom for all residents.

Town Statistics

Facebook Page Likes
Town-1,300
Police Department-921
Instagram-1,265 followers
Twitter (X)-82 followers
Threads-174
Residents on Email List-1,008
Blue River News-1,192
TextMyGov-143

Business Licenses-260

Lodging Registrations-223

Municipal Court June 2024

Total tickets written for May Court: 7
Total on the June Docket: 3
Total June Failure to appear(s): 0
Total June OJW(s): 1

Building Statistics June 2024

Permits Issued: 23
YTD: 80
Inspections: 52
New Construction 2024: 2
Certificates of Occupancy New
Construction 2024:1

Tarn Permits

May 1-June 30, 2024

Resident Permits: 161

Boat Permits: 143



End of Month Report: June 2024

Calls for Service

Total number of a calls: 244

Top 10 calls as follows:

Traffic Stops	112
Area Patrols	51
Motorist Assists	15
Animal/Wildlife	14
Road Hazard	6
Other Agency Backup	6
Parking	3
Alarms	3
Disputes	3
Suspicious Person/Vehicle	3

Summary: Favorable conditions for traffic enforcement along with additional grant funds for high visibility enforcement and increased patrols in reported areas of concern contributed to more traffic enforcement.

Arrests: 6
 Motor Vehicle Crash: 2
 DUI: 0

Current Administrative Focus

- Training – Completing POST mandated training and maintaining annual refresher courses.
- Contracts – The Department is reviewing current contracts for service providers related to first responder equipment.
- Grant Funding – The Department has received State funding for training and will be reviewing potential programs.

Report prepared by:
 Chief, David Close

Financial Summary Report

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

Revenues/Expenditures:

Revenues are ahead of budget for the by 19.72%. Sales tax, lodging tax, building and franchise fees are all tracking ahead of budget. In addition the Town received a backfill for property taxes in the amount of \$39,418. Expenses are tracking below budget by 7.87%

Reserve Accounts *As of 6/30/24

Unrestricted	
Reserve accounts Alpine Bank:	\$1,441,371.22
CD's Citywide Bank:	\$211,498.41
Colorado Trust Assigned to Capital:	\$4,040,281.79
Colorado Trust Assigned to Broadband:	\$209,140.99
CSAFE:	\$100.00
Illiquid Trust Funds:	\$1,187.42
Total Unrestricted	\$5,903,579.83
Restricted	
American Rescue Plan Funds:	\$193,741.01
Conservation Trust:	\$152,912.42
Total Reserves Restricted	\$346,653.43

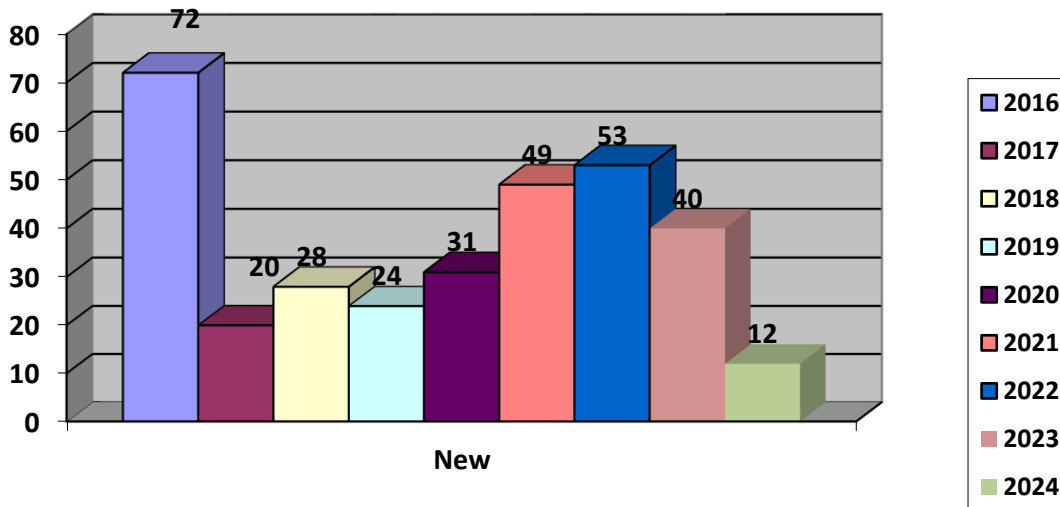


Town of Blue River

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

Statistics

Total Active Licenses as of 6/30/2024: 224



Annual Revenue

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New Eldorado Townhomes	1	11%	100%	56%
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Pomeroy	0	0%	0%	0%
Rivershore	0	0%	63%	0%
Royal	16	24%	94%	31%
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Sunnyslope	12	40%	86%	33%
Timber Creek Estates	29	41%	89%	7%
Wilderness	14	25%	96%	33%

General Statistics

- Total Percentage of short-term rentals 28%

Code Violations 2024

Total: 20

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