



**BLUE RIVER BOARD OF TRUSTEES MEETING  
MONTH**

**Tuesday, July 15, 2025**

**5:00 PM**

**0110 Whispering Pines Circle, Blue River, CO**

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**Agenda**

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

The Zoom link is available on the Town website:

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

Please note that seating at Town Hall is limited.

**Call to Order, Roll Call**

**Work Session**

This Work Session is to discuss

- I. Short-term Rental Regulation Review and Discussion

**Approval of Consent Agenda**

- II. Minutes
- III. Approval of Bills-\$368,762.15

**Communications to Trustees**

Citizens are welcome to provide in person comments on non-agenda items. Comments are limited to 5-minutes per speaker. Written communications for any non-agenda items have been distributed separately to the Board of Trustees.

**Public Hearing**

- IV. Ordinance 2025-08 1041 Regulations Amendment
- V. Appeal of Planning & Zoning Commission Decision for 0016 Rustic Terrace-New Construction

Public Comments

**New Business**

VI. 2024 Audit Report

VII. Draft Liquor License Ordinance

**Ordinance Consideration for Approval**

VIII. ORDINANCE 2025-08 AN ORDINANCE AMENDING SUBSECTION (n) OF SECTION 22-5-50 OF CHAPTER 22 OF THE BLUE RIVER MUNICIPAL CODE (*TOWN OF BLUE RIVER AREAS AND ACTIVITIES OF STATE INTEREST*)

**Resolutions**

IX. Resolution 2025-08 Amendment to Nicotine Tax Intergovernmental Agreement 6-10-25 Adding the Town of Keystone

X. Resolution 2025-09 Mountain Community Coalition Intergovernmental Agreement

**Reports**

XI. Mayor & Trustee Reports

XII. Attorney Report

XIII. Staff Reports

**Other Matters Brought Before the Trustees**

**Executive Session**

**Adjourn**



# Town of Blue River Memorandum

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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 15, 2025

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

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Mayor & Trustees

Below is current information on short-term rental licenses in Blue River. The recommendations provided are a collaborative effort between the Town Manager, Town Attorney, Trustee Willey, citizen comments and observations.

At the 2025 Blue River Board of Trustees retreat, a goal was set to: “Preserve the balance of property owners/residents with the experience of the visitor by minimizing the impact on the community.” These recommendations work to achieve that goal through focused, enforceable regulations.

## **Current Regulations**

### **Fees:**

Current 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](http://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

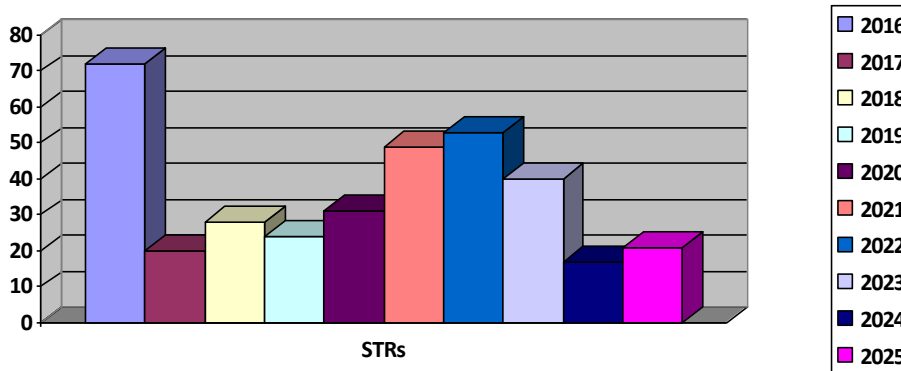
*Information must be posted on both the interior side of the primary entry door and prominently placed on the kitchen counter.*

## 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	17
2025	21

**Total Active Licenses as of 6/30/2025: 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	\$1,166,747.98	\$466,480.98
2025	\$535,762.57	\$201,961.65

**Code Violations YTD 2025**  
**Associated with short-term rental licenses**

**Total Violations:** 77  
 Violations for STR's while licensed as an STR: 51 (66%)  
 Percentage of Repeat Offenders (three properties total 8 violations) 17%

Most Common Violations:

- Advertising 30 58%
- Parking 14 27%
- Trash 7 14%

**Percentage of STRs by Subdivision**

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

Subdivision	# STR	%STR **	% Build Out	% Full-Time Res.
96 Sub	9	25%	88%	33%
97 Sub	12	28%	88%	28%
Aspen View	7	41%	85%	24%
Blue Rock Springs	14	28%	93%	46%
Bryce Estates	1	25%	57%	0%
Clyde Lode	0	0%	50%	0%
Coronet	10	30%	83%	27%
Crown	23	33%	96%	29%
DOT Condo	5	14%	100%	31%
DOT Placer	0	0%	50%	100%
Golden Crown	3	50%	75%	17%
Lakeshore	12	29%	95%	24%
Leap Year	9	41%	96%	36%
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	15	33%	100%	35%
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%	75%	17%
Royal	14	21%	96%	28%
Sherwood Forest	22	28%	91%	23%
Silverheels	1	25%	67%	25%
Spillway	3	14%	100%	19%
Spruce Valley	0	0%	72%	19%

Ranch				
Sunnyslope	14	47%	86%	30%
Timber Creek Estates	29	41%	89%	8%
Wilderness	11	20%	96%	29%

## For Discussion Purposes:

### Potential Regulations:

- Increase annual fees to cover the cost of administrating and enforcing the short-term rental program. It is recommended to restructure the fees to \$200 per bedroom. Below is a breakdown of program cost and the projected revenues for the increase in fees:
  - **Expenses**
    - Administration (staff, software, equipment): \$131,370.60
  - **Revenue**
  - Current Income from license fees(\$300/annually): \$66,600.00
    - **Net loss:** \$64,770.60
  - Recommended fees of \$200/bedroom: \$133,200.00
    - **Net Revenue:** \$1,829.40
- **Occupancy**
  - Limit occupancy of the home at any given time to no more than the number of overnight occupants allowed by the license. For example, if the home is permitted a total overnight occupancy during the short term rental of 6 persons, the home cannot be used for more than 6 persons regardless of whether they are occupants or visitors.
  - Alternative: Require short-term renters to obtain a special event permit if hosting an event at the home (i.e. wedding reception; family gathering that would increase the number of persons at the home to exceed the allowed occupancy). The permit would require notification to all surrounding properties, a fee and time limits for the event.
- **Fire Pits**
  - With the increase each year of fire danger, it is recommended to either not allow wood burning fire pits within the Town limits or restrict use to only be allowed October 1-May 30. This rule is recommended to all property owners within the Town, not just STRs.
  - Gas fire pits only with permit from Red, White and Blue Fire District.
- **STR License Revocation**
  - Any license revocation will void the license for one year from the date of the hearing and the owner is not eligible to reapply until the year following.
    - Example: Hearing and revocation 2/5/25. License holder may not apply for a new license until January 2027.
- Require all license holders to notify the surrounding neighbors within 100' of their license and provide contact information for any issues.
- Require bear resistant containers PRIOR to license issuance.
- Establish an appeals board to decide revocation or appeals of administrative fines.
  - Three Trustees appointed from a drawing of lots.
  - Hearings held as needed but expedited whenever practicable.
  - Fee to appeal Town Manager's decision for revocation: \$1,000 which is refundable if the final decision is to not revoke a license.
- Update noise ordinance from 10 p.m. to 9 p.m.
- Responsible party: require a 24/7 local contact within 45 minutes to address complaints or emergency.
- Require proof of liability insurance
- Water usage notices: inform guests of water conservation expectations (properties on wells).
- Change license year for renewals.
  - Currently license year is 1/1-12/31.
  - Recommend having all licenses still expire 12/31 but the time to renew is 1/1-1/31.

Anyone who doesn't renew by 1/31 has a voided license for that year. A license issued after January 1 but prior to January 31 would be backdated to be valid on January 1.



**BLUE RIVER BOARD OF TRUSTEES MEETING**

**MONTH**

**Tuesday, June 17, 2025**

**5:00 PM**

**0110 Whispering Pines Circle, Blue River, CO**

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**Minutes**

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

**The Zoom link is available on the Town website:**

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

**Please note that seating at Town Hall is limited.**

**Call to Order, Roll Call**

Mayor Decicco called the regular meeting of the Blue River Board of Trustees to order at 5:00 p.m.

PRESENT: Mayor Nick Decicco  
Trustee Jonathon Heckman  
Trustee Noah Hopkins  
Trustee Ted Slaughter  
Trustee Barrie Stimson  
Trustee Ben Stuckey-arrived at 5:03 p.m.  
EXCUSED: Jodie Wiley

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

**Approval of Consent Agenda**

Heckman moved and Stuckey seconded to approve the consent agenda. Motion passed unanimously.

- I. Minutes
- II. Approval of Bills-\$51,537.39

**Communications to Trustees**

Citizens are welcome to provide in person comments on non-agenda items. Comments are limited to 5-minutes per speaker. Written communications for any non-agenda items have been distributed separately to the Board of Trustees.

Mayor Decicco noted the communications included to the Trustees.

### III. Communications

- Gordon Manin, Whispering Pines Circle-remarked on letter sent to the Trustees about a Blue River safety committee request and concerns along Hwy 9.
- Dan Cleary, Rustic Terrace-requested a change in the public comment process to allow non-agenda written comments in the public comments. He remarked there are no patrols at the Tarn and asked why. It was noted there is not currently a land use agreement to enforce the regulations. He remarked on the hazard mitigation plan and the wetlands setbacks.

### New Business

#### IV. Hazard Mitigation Staff Report

Manager Eddy presented the Hazard Mitigation report with recommendations for the Trustees to consider. Discussion of the different points and recommendations.

#### V. Approval of Spruce Creek Road Addendum for Culvert Repair-\$32,000

Manager Eddy noted this addendum had been noted during the bidding process as additional work that would be bid later. The work is to repair the cross road culvert that has eroded over time. Manager Eddy read from the contractor and engineer reports. Cost is expected to be around \$32,000.

Final pricing is in the works. This is the cheaper option vs open trench, with less disturbance, and less work days with the road closed. The product is a CIPP (Cured in Place Pipe) Liner. The process is 2 days long. First day is prep which includes grinding down sharp edges inside the pipe and filling the holes in the bottom of the pipe with an aggregate. The second day the liner which starts out flexible is pulled through like unrolling an inside-out sock. Once that is complete, it is inflated with air to stretch to take the pipe shape. Then a machine is pulled through the pipe that hits the liner with UV light and causes a chemical reaction to harden the liner. The other benefit of this type of liner is it does not leach chemicals into sensitive areas when the process is complete compared to other types of liners. There is a lead time of around 6 weeks, so the earliest would be August for install. But it could be done under flagging and there really isn't much disturbance except for a few feet on each pipe end. the lining option was evaluated along with several other options. Ultimately, the lining option from Snowbridge is both the least expensive and least invasive approach. We also highly prefer the lining option because it mitigates the risk associated with crossing/exposing a gas line, private septic line, and excavation near a 10ft-12ft private retaining wall. Traffic Control, as Andy said, can be done with a flagger and wouldn't require full closure of Spruce Creek Road.

Trustee Slaughter moved and Mayor Decicco seconded to expend an additional \$32,000 to repair the cross culvert on Spruce Creek Road. Motion passed unanimously.

### Reports

#### VI. Mayor & Trustee Reports

No reports.

**VII. Attorney Report**  
No report.

**VIII. Staff Reports**

Chief Close noted increased patrols on Crown during construction and criminal mischief at Crown and Town Park.

Roads contractor provided an update on road maintenance and future projects to improve maintenance on the roads. Discussion of mobile speed bumps and what would be the best practice for the dirt roads. Recommendation to move the speed cart up to Crown and bring back statics for July.

**Other Matters Brought Before the Trustees**

**Executive Session**

No executive session was held.

**Adjourn**

Heckman moved and Stuckey seconded to adjourn the regular meeting at 5:57 p.m. Motion passed unanimously.

Respectfully Submitted:

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Michelle Eddy, MMC  
Town Clerk

# A/P Aging Summary Report

Town of Blue River

As of June 30, 2025

VENDOR	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
Betone LLC	944.19					944.19
Charles Abbott Associates	13,267.69					13,267.69
Columbine Hills Concrete, Inc	352,968.23					352,968.23
Galls, LLC		193.86				193.86
Noah Hopkins		1,000.00				1,000.00
Steven Havera			150.00			150.00
Terrance de Pentheny		150.00				150.00
Valvoline	88.18					88.18
<b>TOTAL</b>	<b>367,268.29</b>	<b>1,343.86</b>	<b>150.00</b>	<b>0</b>	<b>0</b>	<b>\$368,762.15</b>

July 7, 2025

Michelle Eddy, MMC/CPM  
 Town of Blue River  
 Town Manager/Clerk  
 Mayor Nick Decicco  
 Sent via Electronic Mail

**RE: Notice of Appeal of Planning Commission Decision on Building Permit Application for Lot 13, Blue Rock Springs Subdivision, 16 Rustic Terrace, Blue River, CO, dated July 1, 2025**

Hello Michelle and Mayor Decicco,

Thank you for discussing the Town of Blue River appeal process with me regarding the above referenced Planning Commission decision. Please accept this letter, on behalf of my client, Brian Muszynski, as the formal Notice of Request for Appeal to the Board of Adjustment in relation to this matter. The Planning Commission decision on the subject building permit was a final decision of an administrative hearing in relation to the same.

Mr. Muszynski has suffered an injury in fact as the applicant and lot owner directly affected by this decision. My contact information is provided on my letterhead, and Mr. Muszynski's contact information for purposes of this appeal is as set forth below:

Brian Muszynski  
 5186 Boston Court  
 Denver, CO 80238  
 bmuszynski@gmail.com  
 303-549-2682

**Background**

The Planning Commission denied my client's application for a building permit based entirely upon the concerns over the platted River Easement adjacent to the subject property ("River Easement"). The chief concern with that approach is the fact that the home as designed and proposed for permit is cantilevered **above** the river easement area, but **not on** that easement area, and no development is located on that easement area or in that easement rea.

The Planning Commission relied on the following Code provisions to support their decision:

Code §16B-4030.b.5: River Easements, which states in part as follows:

The particular document creating each river easement requires review in order to determine the specific restrictions imposed on use of the easement area. Such document will **oftentimes prohibit surface uses** in order to reserve the property for river and

surface water flows unless otherwise approved by the easement holder(s).

Code §16B-3-60: Pedestrian Easements, which states in part as follows:

The Town further recognizes that the **construction of structures, buildings, fences, or other above grade improvements and the parking of vehicles substantially interferes or precludes** with the right of pedestrian access and passage.

The Planning Commission relied on these two Code provisions to justify denying the proposed building permit. The Planning Commission determined that such easements include disturbances that are not on the easement area, but above the easement area.

### Argument

The Planning Commission decision shall be reviewed on a *de novo basis* by the Board of Adjustment. In that light, the Planning Commission decision was in error based on the following considerations.

#### ***1. The Planning Commission misapplied the cited Code provisions***

The Code sections in question specifically contemplate the impact that surface uses and above grade construction may have on certain easements. This is not a very controversial notion at all. What is controversial though is to extrapolate this language into some determination that such surface area concerns would mean that such an easement would expand to all airspace above the easement area and essentially proceed upward to the heavens. There is simply nothing in the Code language that supports such a determination.

Moreover, there is nothing in the actual Subdivision Covenant regarding the River Easement in question that supports the Planning Commissions tenuous extension. The Covenant states, quite simply, in section II.D as follows:

No dwelling or improvement shall be **placed on** nor shall any material, Equipment, or refuse be **placed on** any homesite within the area of the easement reserved.

Plainly stated, **on** as referenced in the easement does not mean *over* – in simple fashion *on means on*. If this easement was intended to include airspace it could have and should have so stated, which would also necessitate some significant elaboration on that point as well.

#### ***2. The Planning Commission Failed to Properly Consider all Relevant Code Sections***

The maladies with the Planning Commission decision lie not just in what Code provisions it based its decision on, but also the provisions it failed to address. There are two Code provisions that are particularly relevant to this matter and speak directly to the proper manner for the Planning Commission to address this issue.

First, Code §16-1-70 expressly lays out the sharp distinction between public and private easements. That section states, as an overarching premise, the following:

No private covenant or contract to which the Town is not a party may alter, amend, reduce, waive, or negate the application, applicability, and requirement of the Land Use Code and approvals of the Town except to the extent permitted by law.

Nevertheless, the same section does go on to note that when private easements carry forth a public goal, such as the river easement, the Town may contemplate the same. However, within that context, the key term is **restraint**, and as for the River Easement itself, the same Code provision goes on to posit that; “private river easements were created by covenant within Blue River to protect the ***floodplain and floodway***, and this protection also advances the Town’s goals of preserving the natural environment and the desired character of the Town”. Due to that purpose, the Code provision concludes:

For that reason, the Town may, through provisions of the Land Use Code, recognize or incorporate the extent of the river easement when establishing or limiting the ***buildable area of a lot where development*** may lawfully occur.

Crucially, here the Code reflects that the purpose of such River Easements is to protect the floodplain and floodway, not to protect the airspace above that floodplain. This focus allows the Town to determine the buildable area of a lot on the surface but does not allow the Town to preserve airspace above that buildable area. Again, the notion that the River Easement extends to things above the easement area flies in the face of the plain direction of the Code. And the focus of this provision is also on *development*.

Logically, the same concepts are reflected in the Town’s definition of Development, which again is squarely tied to surface use. That definition states as follows:

*Development* (or *to develop*) means any and all processes undertaken in the ***grading, excavating, filling, constructing***, demolishing, reconstructing, renovating, remodeling, or ***other physical alteration or change to real property*** such as, but not limited to the creation or removal of buildings of any kind or type, structures, streets, roads, driveways, walkways, parking areas, drainage structures, retaining walls, fences, stairs, patios, decks, courtyards, signs, the installation, removal, or relocation of utilities; the de-vegetation or revegetation of the land; or change of use, regardless of whether such alteration or change is intended to add value to the real property. ***Development is generally synonymous with improvement*** although the term *improvement* oftentimes denotes a lesser degree or lesser extent of property modification.

It follows that as an overarching concept, development is also tied to surface uses and surface impacts, and nothing in the definition as set forth above in any way implicates a much broader extension to airspace. The Planning Commission failed to so restrain itself in any manner via its focus on the easement in question, and extension to airspace, and accordingly did so in blatant error in light of the direction afforded by the Code itself.

***3. The Planning Commission far exceeded its proper review authority and limited discretion for an administrative review of a building permit application***

Of perhaps greatest concern is the fact that the Planning Commission stepped far outside of the proper confines of its ministerial role with building permitted to extrapolate meaning in an easement that was not there. All administrative reviews are ministerial in nature, and the review authority is afforded very, very little discretion in carrying forth what is a technical, Code based review. The staff report on this permit application provides a yes or approve answer to each and every of its many categories in the report provided to the Planning Commission. **In other words, per staff review, all technical standards were met.** This is really the only proper question for the very limited scope for a technical, ministerial, administrative review such as for a building permit. The nature of this hearing was so constrained and administrative in nature that the applicant did not even have an opportunity to properly present its position.

Despite this, the Planning Commission opted to take the broadest possible reading of two sections of the Code, and yet just blatantly ignore other crucial Code sections. The Planning Commission also opted to take the broadest possible interpretation of the River Easement, and infer that it includes airspace rights, despite any language indicating such intended breadth to any iota whatsoever. The Planning Commission's actions were indeed the very antithesis of the ministerial constraint proper for the administrative review of a building permit. Such an approach is reversible, incurable error and cannot legally stand.

This is a patently egregious abuse of such limited discretion in light of the well-established axiom per Colorado common law -- that an easement must be strictly constricted and conservatively applied against the servient estate when there is any question or ambiguity as to its purpose. This strict construction necessarily begs the question as to how such a river easement can be gleaned to cover airspace and areas above the easement area when there is no indication whatsoever in support of that auspice.

#### ***4. The Planning Commission Improperly Considered Prior Private Litigation on this Issue***

Finally, much was made over the prior litigation on this lot, the River Easement and the covenant. However, what kept being missed in such discussion was that litigation was over a completely different design for the home, one which proposed a significant amount of the home to be developed on and situated on the river easement directly. In contrast, the present design has literally zero impacts to or disturbance or development on that easement area – there is simply a cantilevered section of the home above the easement area, and nothing else. That part of the home above the easement area has no impact on floodplains or floodway, no impact on wetlands, no impacts on any pedestrian use of the River Easement, in fact there is no impact to any articulable aspect of that easement whatsoever.

#### **Conclusion**

In light of the foregoing considerations, the Planning Commission decision on this matter was blatant error and cannot stand. The decision was premised upon a highly extended and very tenuous expanded interpretation of the river easement to include airspace, despite no express or inferred extension of that easement to airspace. This extension is highly irregular for any ministerial review of an administrative hearing, particularly something so technical as a building permit. Staff provided an analysis which noted compliance with every technical standard for building permit – the Planning Commission barely gave that analysis and recommendation of approval any credence.

The Planning commission further failed to exercise the very constraint that Code §16-1-70 calls for, or the narrow reading of the river easement that same section expressly articulates. The Planning commission failed to follow common law canons related to the narrow constriction of an ambiguous easement. Finally, the planning commission failed to even consider the proper scope of the Code definition of development, which is related to surface disturbance and has virtually no application to airspace.

In light of all these factors, we respectfully appeal the very errant decision by the Planning Commission. This is a de novo review and the Board of Adjustment is not bound to any aspect of the Planning Commission's errant exercise in this regard. We are happy to provide any additional materials, insights or explanation if necessary, and thank you for your courtesy, cooperation and attentiveness, as always.

Best regards,



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Daniel Teodoru, Esq.



# Submittal Requirements

**\*\*ALL Submittals Must be Electronic\*\***

**Emailed to: [info@townofblueriver.org](mailto:info@townofblueriver.org)**

## Planning & Zoning Review Submittal Requirements

- Site Plan-must include the following. (Scale: minimum of 1"=10')
  - Indicating property boundaries
  - Building envelope with setbacks
  - Proposed buildings
  - Structures
  - Driveway & grades
  - Wetlands delineation and Stream crossing structures where applicable
  - Topographic survey indicating site contours at 2' intervals, easements, and significant nature features such as rock outcroppings, drainages and mature tree stands.
  - Transformer & vault location (if installed by owner)
  - Well location; septic if applicable.
  - Parking areas
  - Snow storage areas
  - Major site improvements
  - Existing & proposed grading and drainage
  - Landscaping
    - Landscaping should indicate tree removal for defensible space requirement; any trees 6" or more primarily noting the removal of any ponderosa pines or large trees. Clear cutting of a site is not allowed.
    - If \_\_\_% is removed, then \_\_\_ needs to be revegetated every \_\_\_ feet.
    - Upon completion of the construction project, all land must be raked and reseeded with native seed prior to issuance of CO. In cases of completion during snow coverage and/or winter, CO may be issued with conditions for completion within 60 days of the last snow.
    - Any major landscaping structures (retaining walls; fences; landscaping rocks) must be indicated in detail on plans in conformance with the design regulations.
  - Indicating building walls, floors and roof relative to the site, including existing and proposed grades, retaining wall and proposed site improvements.
- Floor Plans (Scale 1/8"-1'-0)
  - Indicating the general layout of all rooms, approximate size, and total square footage of enclosed space for each floor level.
- Exterior Elevations (Scale same as floor plans)
  - In sufficient detail to indicate the architectural character of the residence, fenestration and existing and proposed grades. Elevations should also include a description of exterior materials and colors.
- Roof Plan (Scale same as floor plans)
  - Indicating proposed roof pitch, overhang lengths, flue locations, roofing materials and elevations of major ridge lines and all eave lines.
- Homeowners Association approval if applicable
- Materials Board or sheet displaying materials to be used. In cases of additions, if matching existing, photos of current home.

**After Approval and BEFORE Permit is Issued:**

- **ELECTRONIC COPY Stamped set.** All of the above mentioned.
- Additional requirements:
  - Soils report if applicable.
  - Construction Management Plan. Please refer to the Town Code and Architectural Guidelines for all requirements.
  - Stamped structural plans.
  - Current Summit County Septic System Permit (including system plot plan), or evidence of full payment of tap fees to Upper Blue Sanitary District.
  - Current Colorado Well Permit or evidence of full payment of tap fees to Timber Creek Water District.
  - Current Colorado Department of Transportation Highway Access Permit, if access to Highway 9 is required.
  - Designation of General Contractor, except for bona fide homeowner contractor.
  - For Manufactured Homes the following additional information is required:
    - State of Colorado Division of Housing Approved Plans.
    - State of Colorado Division of Housing Registered Installer Certificate.

## Blue River Building Code Items

- ❖ When designing the structure, refer to the Blue River Municipal Town Code, Chapter 16 for zoning information and allowable uses/construction. The Building Code information is available under Chapter 18. <https://townofblueriver.colorado.gov>.
- ❖ Building Codes Adopted:
  - International Residential Code 2018
  - International Energy Conservation Code 2012
  - National Electric Code 2017
  - International Fire Code 2018
- ❖ Snow loads:
  - Roofs shall be designed in accordance with accepted engineering practice based upon a ground snow load of 100 psf.
  - Balconies/decks-125 psf.
  - No reductions for duration.
- ❖ Frost line depth:
  - Foundation footing minimum depth below grade-40 inches.
  - Uncovered deck piers may be set at 24 inches.
- ❖ Roof underlayment 100% Ice & Water shield.
- ❖ Roof may be metal; 30-year minimum architectural grade, composition fiberglass (dark brown, dark gray, dark green, weathered wood or black only); or class-A #1 cedar shakes.
- ❖ Wind speed: 90 mph, exposure “B”. Seismic design category: “B”.
- ❖ Propane gas alarm/shutoff system required.
- ❖ Wood burning stoves: Required to meet Colorado Dept. of Health, Regulation No. 4.
- ❖ The building height limit in the Town is 35 feet. Refer to the Architectural Guidelines for additional information.
- ❖ Locally re-settable GFCI breakers are required in bathrooms.
- ❖ Compliance with the International Energy Conservation Code is required.
- ❖ Any application that would create an accessory apartment must meet zoning regulations and will not be processed without prior approval of the Town Board of Trustees.
- ❖ Note that Hwy 9 access permits may require 3-4 months and well permits 5-6 weeks.
- ❖ Planning & Zoning Commission approvals become void if the building permit is not issued within eighteen (18) months.
- ❖ Building permits become void if construction is discontinued for more than 180 days.

TO: Michelle Eddy, CMC/CPM - Town Manager/Clerk  
FROM: Kyle Parag, Plan Reviewer - CAA  
DATE: June 26, 2025  
RE: Planning/Zoning/Architectural Guidelines review – 0016 Rustic Ter

Below please find staff's analysis that outlines the review with the Town's Zoning regulations and adopted Architectural Design Guidelines for the structure proposed

**Zoning Regulation analysis –**

Proposal: A new single-family residence with an attached garage. The proposed 3 story, 3 bedroom, 3.5 bath home, includes 2,181 s.f. of living space and an attached 294 s.f., 2 vehicle garage for a combined 2,475 square feet.

Zoning district: R-1

Lot Size: ~ 1.77 acres  
80,000 sq. ft. Required

Lot Width: ~ 138'  
100 ft. Required - Complies

Setbacks: Proposed principal residence does comply with required setbacks based upon submitted docs.

Height: Complies with required height limitations. The height at the highest roof ridge is proposed at 32', indicated as 35'. Max height allowed is 35'

Garage Stds: The proposed garage is ~294 sq. ft. and complies with the standards for structures less than 5,000 sq. ft. in habitable size.

Parking Stds: Parking requirements comply. One space provided via garage, the remaining 2 spaces are provided exterior as parallel parking orientation. Code does not

specify access requirements to parking spaces, property seems to comply with intent section.

**Architectural Design Guideline analysis -**

Please note the following key to the interpretation of the analysis table:

Y	Element is in substantial compliance with the design guidelines
N	Does not comply with the design guidelines
PC	Subject to Planning Commission Specific approval
	Requires additional information from applicant
N/A	Not Applicable to the application

STANDARD	NOTES/REMARKS	SUBSTANTIAL COMPLIANCE
<b>DEVELOPMENT STANDARD</b>		
Article 3: Easements	Easements are indicated. Easements include a subdivisional plat note for river easement. The building cantilevers into that easement, but the footprint does not violate that easement. Electrical easement exists on the property as well, the plans indicate the powerlines are 10' in front of home. Clarified that 10' from existing lines are adequate from Xcel. Please review 16B-4-30 (b)(4), indicates surface use.	Y
Article 4: Buildable Area/setbacks	The road does not currently exist to measure the setback from, so the road access easement line is indicated as the measurement point. 25' is indicated. The south setback is indicated as 15'	Y
<b>Article 5 Building Design Standards</b>		
Article 5-20 Building Height	Height is indicated at 35', scaled per our definitions at 32'	Y
Article 5-60 Foundation	Foundation is not exposed, covered in stone veneer	Y
Article 5-70	Main roof design is a gable roof with a slope of 4:12.	Y

Roofs	Facia material has been clarified as wood	
Article 5-80 Garages	Garage door matches the home colors and design and the garage is subordinate to the home.	Y
Article 5-90 Window and doors	Windows are sized to complement the home, front door is not too substantial.	Y
Article 5-100 Balconies and railings	Metal with glass is indicated	Y
Article 5-110 Chimney and Roof Penetrations	Chimney is indicated, substantial portion of the home, indicated to match materials of the walls, and incudes a large cover. Cover has been indicated to be painted roof color, per 16b-5-110	Y
<b>Article 6 Building Materials and Colors</b>		
Article 6-20 Materials	Siding is vertical siding 1x6	Y
Article 6-30 Colors	Colors are provided and show general compliance	Y
<b>Article 7 Accessory Improvements</b>		
Article 7-(20-40, 110) Berms, Garages, sheds and Gazebos	None indicated. Garage is indicated at 294 Sqft	Y
Article 7-50 Driveways	Width indicated at 14'. Slopes are not indicated, but expected to be low. First 10 feet of the driveway are not indicated, as they are beyond property line, clarified with designer they will comply. Road access easement connects to property, the driveway will extend through the easement.	Y
Article 7-60 Parking Areas	Parking comprises of 1 interior space and 2 exterior spaces. 9'x18' parking spaces are required. Dimensions are not indicated, but scales to exactly 36'x9' for both spaces.	Y

Article 7-100 Decks	Large uncovered deck is proposed on top of living space, shows general conformance	Y
Article 7-120 Hot Tubs	None indicated	Y
Article 7-140 Fences	None indicated	Y
Article 7-150 Retaining walls	None indicated	Y
<b>Article 8 Signs</b>		
Article 8 Signs	None indicated	Y
<b>Article 9 Lighting</b>		
Article 9 Lighting	Downcast lights are indicated	Y
<b>Article 13 Environmental Regulations</b>		
Article 13-20 Wetlands	Wetland delimitation is indicated on the drawings and coordinates with information from other sources. Overhead (cantilevered) construction is proposed within 5 feet of the wetlands. Wetlands protection plan is not provided at this time, will be required at a later date.	Y

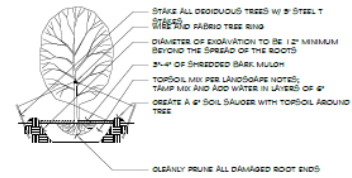
## PLANT LEGEND

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE
	9	RIBES ALPINUM & ROSA WOODSII	ALPINE CURRANT & WOODS ROSE	6 GAL
	16	POPULUS TREMULOIDES	ASPEN	(2) 1.5" CAL (9) 2" CAL
	4	PICEA PUNGENS	COLORADO SPRUCE	12'
	DEFENSIBLE SPACE	NO FLAMMABLE MATERIALS (PER SUMMIT COUNTY WILDFIRE MITIGATION PLAN)		

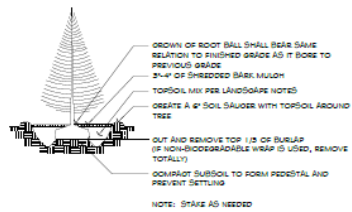
## LANDSCAPE NOTES

- EROSION CONTROL METHODS: CONTROL ALL RUNOFF WITHIN SITE PER SUBDIVISION STANDARDS AND COUNTY REQUIREMENTS BY UTILIZING SWALES OR IN COMBINATION, NON-EROSIVE DRAINAGE MATS, SWIPE DRAINS, DIVERSION SWALES, AND DIVERT AS NECESSARY TO TRAP, INTERCEPT, AND DIVERT RUNOFF WITHIN BUILDING ENVELOPE.
- NATIVE LANDSCAPING AREA IN CONTACT WITH BUILDING ENVELOPE WILL BE PROTECTED FROM ROOF RUNOFF AS SHOWN IN WALL SECTION. RIVER ROCK RIPRAP IS TO EXTEND TO BEYOND DRIP LINE.
- EXISTING VEGETATION SHALL BE PROTECTED AS MUCH AS POSSIBLE TO PROMOTE VEGETATION - PER TOWN OF BLUE RIVER ORDINANCE SECTION 2403.03.
- ALL EXISTING TREES WITHIN 10' OF THE PROPOSED RESIDENCE MUST BE REMOVED TO CREATE DEFENSIBLE SPACE, PER TOWN CODE.
- REMOVE ALL EXISTING BATTLE KILL TREES, PER HOA GUIDELINES.
- TREE REMOVAL TO BE COORDINATED BETWEEN OWNER, GENERAL CONTRACTOR, HOA, AND TOWN PLANNING STAFF, PRIOR TO REMOVAL.
- ALL AREAS WITHIN BUILDING ENVELOPE AND WITHIN 40' OF DRIVEWAY OUTSIDE OF ENVELOPE TO BE RE-VEGETATED WITH 100% NATIVE HIGH COUNTRY GRASS SEED MIXTURE CONSISTING OF:
  - 30% SLENDER WHEATGRASS
  - 15% GAINEY BLUEGRASS
  - 10% BIG BLUEGRASS
  - 10% IDAHO FESCUE
  - 10% SHEEP FESCUE
  - 10% WESTERN WHEATGRASS
  - 5% BLUE WILDBLUE
  - 5% TUTTLE WHEATGRASS
 ALONG WITH A MIXTURE OF PERENNIALS & GROUND COVER, PER SUMMIT COUNTY DEVELOPMENT CODE.
- A Drip Irrigation System shall be installed to all new types of trees and shrubs, per the town requirements.

## DECIDUOUS TREE PLANTING



## CONIFEROUS TREE PLANTING



LANDSCAPE PLAN  
 L1.1  
 SCALE: 1" = 10.0'



DATE	DATE
PRELIM	3 MAR 2021
PLANNING	21 SEP 2021
UPDATE	17 NOV 2021

# MUSZYNSKI HOUSE

LOT 13 . BLUE ROCK SPRINGS SUBDIVISION  
16 RUSTIC TERRACE . TOWN OF BLUE RIVER . COLORADO



MUSZYNSKI HOUSE  
LOT 13 . BLUE ROCK SPRINGS SUBDIVISION  
16 RUSTIC TERRACE . BLUE RIVER . COLORADO

TITLE: COVER PAGE

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ISSUE	DATE
PRELIM	8 FEB 2021
PLANNING	21 SEP 2021
UPDATE	17 NOV 2021
UPDATE	20 FEB 2023
UPDATE	26 JUN 2025

PROJECT# 2125



ISSUE:	DATE:
PRELIM	5 MAR 2021
PLANNING	21 SEP 2021
UPDATE	20 FEB 2023
UPDATE	28 MAR 2025
REVISED	26 JUN 2025

PROJECT # 2129

A1.1

## GENERAL NOTES

- A. CONTRACTOR'S RESPONSIBILITIES**
1. THE CONTRACTOR SHALL VERIFY THAT THE BUILDING CODE REQUIREMENTS, AS ADOPTED BY THE LOCAL MUNICIPALITY, HAVE BEEN MET. ALL WORK CONTAINED WITHIN THESE DOCUMENTS SHALL CONFORM TO ALL CODES, REGULATIONS, ORDINANCES, LAWS, PERMITS, & CONTRACT DOCUMENTS WHICH APPLY.
  2. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS, INSPECTIONS, LICENSES, AND APPROVALS ASSOCIATED WITH THIS PROJECT.
  3. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL EQUIPMENT SIZES AND LOCATIONS WITH MECHANICAL, PLUMBING, ELECTRICAL, AND UTILITY COMPANIES.
  4. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF FIRE MITIGATION REQUIREMENTS WITH THE MUNICIPALITY AND FOREST SERVICE.
  5. THE CONTRACTOR MUST VERIFY THE BUILDING LAYOUT WITH THE OWNER AND/OR ARCHITECT PRIOR TO DIGGING THE FOOTINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURATE PLACEMENT OF ALL NEW CONSTRUCTION ON THE SITE.
  6. THE CONTRACTOR MUST VERIFY THAT ALL DOORS, WALLS, AND CEILINGS BETWEEN GARAGE AND LIVING SPACES CONFORM TO ALL FIRE AND SAFETY CODES AND REGULATIONS.
  7. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING AND VERIFYING ALL FINISH GRADES ON SITE.
  8. THE CONTRACTOR MUST VERIFY THAT FIREPLACE AND/OR WOOD STOVE INSTALLATION COMPLIES WITH ALL LOCAL, STATE, AND NATIONAL FIRE SAFETY CODES AND REGULATIONS.
  9. THE CONTRACTOR SHALL SUBMIT A LIST OF SUBCONTRACTORS TO THE ARCHITECT PRIOR TO COMMENCEMENT OF CONSTRUCTION.
  10. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
  11. THE CONTRACTOR AND HIS/HER SUBCONTRACTORS ARE RESPONSIBLE FOR COMPLETING ALL THE WORK WITHIN THESE DOCUMENTS, UNLESS NOTED OTHERWISE.
  12. CONTRACTOR TO PROVIDE SMOKE DETECTORS & CARBON MONOXIDE DETECTORS IN ACCORDANCE WITH LOCAL APPLICABLE CODES.
  13. CONTRACTOR TO PROVIDE ALL NECESSARY BLOCKING, BACKING, AND FRAMING FOR LIGHT FIXTURES, ELECTRICAL UNITS, AC EQUIPMENT, RECESSED ITEMS, AND ALL OTHER ITEMS AS REQUIRED.
  14. ALL MATERIALS STORED ON THE SITE SHALL BE PROPERLY STACKED AND PROTECTED TO PREVENT DAMAGE AND DETERIORATION. FAILURE TO PROTECT MATERIALS MAY BE CAUSE FOR REJECTION OF WORK.
  15. PROVIDE ALL ACCESS PANELS AS REQUIRED BY GOVERNING CODES TO ALL CONCEALED SPACES, VOIDS, ATTICS, ETC. VERIFY TYPE REQUIRED WITH ARCHITECT PRIOR TO INSTALLATION IF NOT NOTED ON PLANS.
  16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING THE DRAWINGS AND OBTAINING THE PERMITS FOR THE FIRE SPRINKLER SYSTEM. SYSTEM SHALL MEET THE REQUIREMENTS OF ALL APPLICABLE CODES AND ORDINANCES. IF FIRE PROTECTION IS REQUIRED, ALL SHOP DRAWINGS SHALL BE REVIEWED BY THE ARCHITECT.
  17. NO PORTION OF THE WORK REQUIRING A SHOP DRAWING OR SAMPLE SUBMISSION SHALL BE COMMENCED UNTIL THE SUBMISSION HAS BEEN REVIEWED BY THE ARCHITECT AND ENGINEER. ALL SUCH PORTIONS OF THE WORK SHALL BE INSTALLED IN ACCORDANCE WITH REVIEWED SHOP DRAWINGS AND SAMPLES.
  18. THE CONTRACTOR SHALL CONFINE HIS/HER OPERATIONS ON THE SITE TO AREAS PERMITTED BY THESE DOCUMENTS AND THE PROPERTY OWNERS ASSOCIATION, IF APPLICABLE.
  19. THE JOB SITE SHALL BE MAINTAINED IN A CLEAN, ORDERLY CONDITION, FREE OF DEBRIS AND LITTER, AND SHALL NOT BE UNREASONABLY ENCUMBERED WITH ANY MATERIALS OR EQUIPMENT. EACH SUB-CONTRACTOR IMMEDIATELY UPON COMPLETION OF EACH PHASE OF HIS/HER WORK SHALL REMOVE ALL TRASH AND DEBRIS AS A RESULT OF HIS/HER OPERATION.
  20. THE GENERAL CONTRACTOR AND OWNER ARE RESPONSIBLE FOR RADON TESTING IN THE FIELD & MUST INSTALL ALL NECESSARY EQUIPMENT TO PREVENT RADON BUILD-UP WITHIN THE STRUCTURE.
  21. MOISTURE IS THE PREVALENT CAUSE OF MOLD GROWTH. GENERAL CONTRACTORS & SUBCONTRACTORS ARE TO BE PROACTIVE IN THE MITIGATION OF MOISTURE DURING CONSTRUCTION. "TIGHT BUILDING" CONSTRUCTION IS ONE OF THE IMPLICATED CAUSES OF MOLD. ALL ROOFS, CRAWL SPACES, & OTHER UNCONDITIONED SPACES ARE TO BE VENTILATED ADEQUATELY. IF EXCESSIVE MOISTURE IS NOTICED DURING CONSTRUCTION, THE ARCHITECT IS TO BE NOTIFIED IMMEDIATELY. ANY MODIFICATION TO THE PLANS REGARDING MOISTURE CONTROL DURING CONSTRUCTION SHALL BE REVIEWED BY THE ARCHITECT.

- B. CHANGES TO THE DESIGN**
1. CHANGES OR SUBSTITUTIONS TO THE DESIGN OR TO PRODUCTS WHICH WERE SPECIFIED IN THESE DOCUMENTS WILL ONLY BE ALLOWED WITH WRITTEN APPROVAL FROM THE OWNER AND/OR ARCHITECT, AND FROM THE ARCHITECTURAL REVIEW BOARD, IF APPLICABLE.

- C. STRUCTURAL CHANGES**
1. ANY CHANGES IN THE FIELD TO THE STRUCTURAL PLANS SHALL RELIEVE THE ARCHITECT AND STRUCTURAL ENGINEER OF ANY CONSEQUENCES WHICH MAY ARISE. ANY PROPOSED CHANGES TO THE STRUCTURAL DOCUMENTS MUST BE APPROVED BY THE ARCHITECT AND STRUCTURAL ENGINEER IN WRITING.

- D. DISCREPANCIES**
1. ANY DISCREPANCIES FOUND WITHIN THESE DOCUMENTS SHALL BE REPORTED TO THE ARCHITECT IMMEDIATELY. ANY FAILURE TO REPORT DISCREPANCIES SHALL RELIEVE THE ARCHITECT OF ANY CONSEQUENCES WHICH MAY ARISE.
  2. SHOULD A CONFLICT OCCUR IN OR BETWEEN DRAWINGS AND SPECIFICATIONS, THE SPECIFICATIONS SHALL TAKE PRECEDENCE. UNLESS A WRITTEN DECISION FROM THE ARCHITECT HAS BEEN OBTAINED WHICH DESCRIBES A CLARIFICATION OR ALTERNATE METHOD AND/OR MATERIALS.

- E. DIMENSIONS**
1. DIMENSIONS:
    - ALL DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE OF DRAWINGS. DRAWINGS SHOULD NEVER BE SCALED.
    - ALL DIMENSIONS ARE TO FACE OF STUD UNLESS NOTED OTHERWISE.
    - CEILING HEIGHT DIMENSIONS ARE FROM FINISH FLOOR TO FACE OF FINISH CEILING MATERIAL, UNLESS NOTED OTHERWISE.
  2. ALL EXTERIOR WALLS TO BE 2x6 STUD WALLS (5 1/2") UNLESS NOTED OTHERWISE.
  3. ALL INTERIOR WALLS TO BE 2x6 STUD WALLS (5 1/2") UNLESS NOTED OTHERWISE.
  4. WHERE LARGER STUDS OR FURRING ARE INDICATED ON DRAWINGS TO COVER PIPING AND CONDUITS, THE LARGER STUD SIZE OR FURRING SHALL EXTEND THE FULL SURFACE OF THE WALL WIDTH AND LENGTH WHERE THE FURRING OCCURS.

## BUILDING AREA CALCULATIONS

	FINISHED	UNFINISHED	TOTAL
UPPER LEVEL	805	0	805
MAIN LEVEL	852	294	1,146
LOWER LEVEL	524	0	524
<b>TOTAL</b>	<b>2,181</b>	<b>294</b>	<b>2,475</b>

## SITE CALCULATIONS

SITE AREA:	77,101 SF (1.77 ACRES)
FOOTPRINT:	524 SF (0.7% OF SITE)
PAVED DRIVEWAY & WALKWAY AREAS:	1,300 SF (1.7% OF SITE)
OPEN SPACE:	74,651 SF (97% OF SITE)

## LOCATION MAP



## SHEET INDEX

A1.1	SITE PLAN & GENERAL NOTES
L1.1	LANDSCAPE PLAN
A2.1	FLOOR & ROOF PLANS
A3.1	EXTERIOR ELEVATIONS
A3.2	PERSPECTIVE RENDERING
C1	DRIVEWAY PLAN AND PROFILE PLAN
	TOPOGRAPHIC SURVEY

## SITE NOTES

1. A TOPOGRAPHIC MAP OF THIS SITE WAS OBTAINED FROM SHCMIDT LAND SURVEYING- DATED 21 DECEMBER, 2019.
2. THE CONTRACTOR IS TO VERIFY LOCATIONS OF ALL UTILITIES PRIOR TO ANY EXCAVATION.
3. ANY EXISTING LANDSCAPE OUTSIDE OF THE LIMIT OF DISTURBANCE AND ANY TREES DESIGNATED TO REMAIN ARE TO BE FLAGGED AND PROTECTED DURING ALL CONSTRUCTION.
4. FINISH GRADE IS TO PROVIDE DRAINAGE AWAY FROM THE FOUNDATION VIA SWALES, DRAINS, ETC., AT ALL LOCATIONS.
5. PROTECT ALL TOPSOIL WHEN EXCAVATING AND REAPPLY TO ALL DISTURBED SOIL AREAS AFTER CONSTRUCTION IS COMPLETE.

## PROJECT DIRECTORY

**OWNER**  
BRIAN MUSZYNSKI  
5186 BOSTON COURT  
DENVER, COLORADO . 80238  
T: 303.549.2682

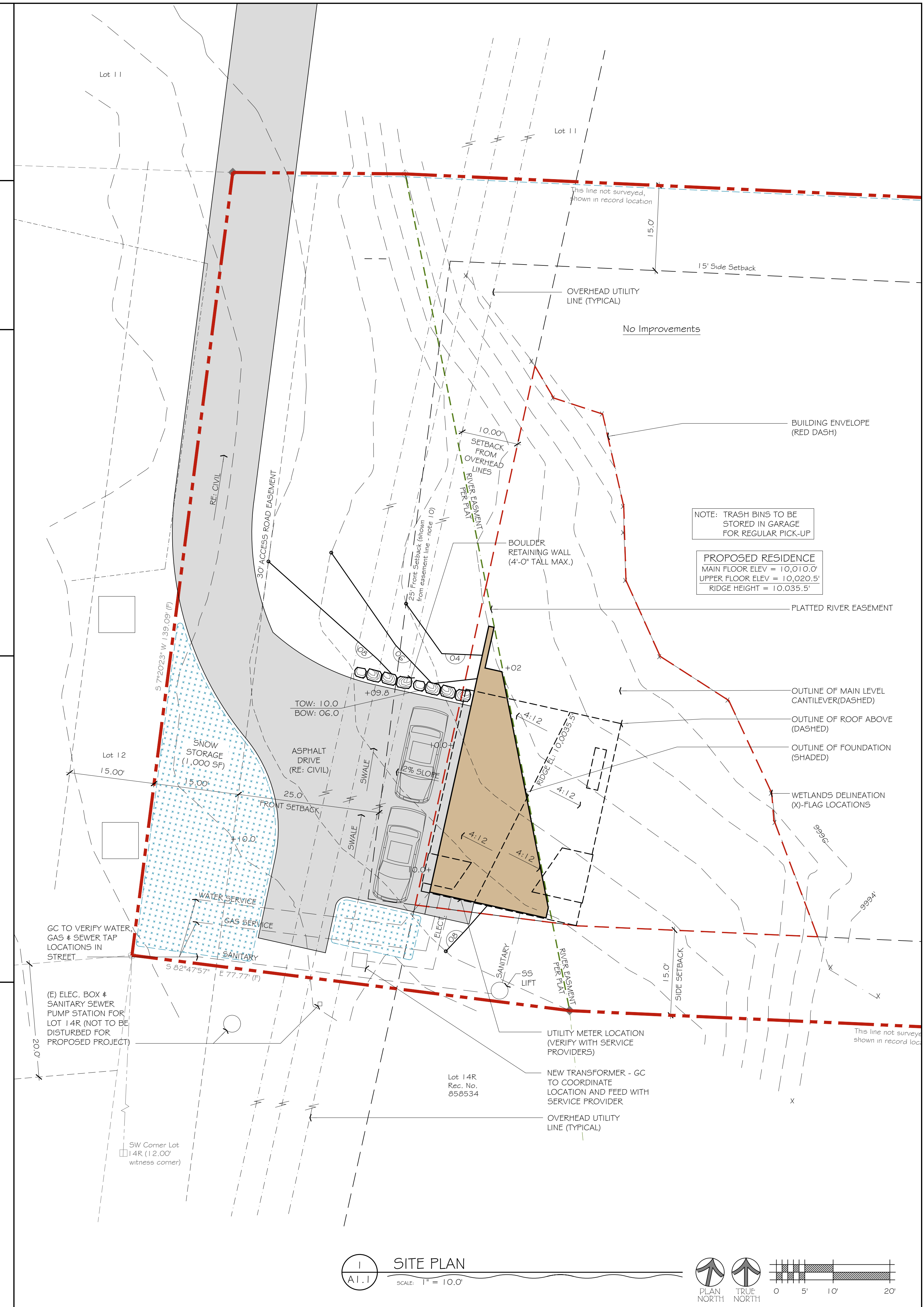
**ARCHITECT**  
ALLEN-GUERRA ARCHITECTURE  
1915 AIRPORT ROAD . SUITE 105  
PO BOX 7488  
BRECKENRIDGE, COLORADO . 80424  
T: 970.453.7002

**GENERAL CONTRACTOR**  
RJG & ASSOCIATES  
JON RAYMOND  
259 CONTINENTAL COURT . UNIT 201  
BRECKENRIDGE . COLORADO . 80424  
T: 970.453.5513

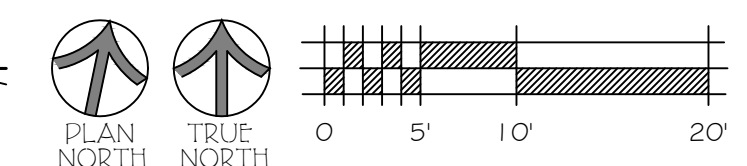
**CIVIL ENGINEER**  
CIVIL INSIGHT  
235 S. RIDGE ST.  
PO BOX 7644  
BRECKENRIDGE, CO . 80424  
T: 970.376.4858

**STRUCTURAL ENGINEER**  
T.B.D

**SURVEYOR**  
SCHMIDT LAND SURVEYING, INC  
PO BOX 5761  
FRISCO . COLORADO . 80443  
T: 970.409.9963



**SITE PLAN**  
SCALE: 1" = 10.0'



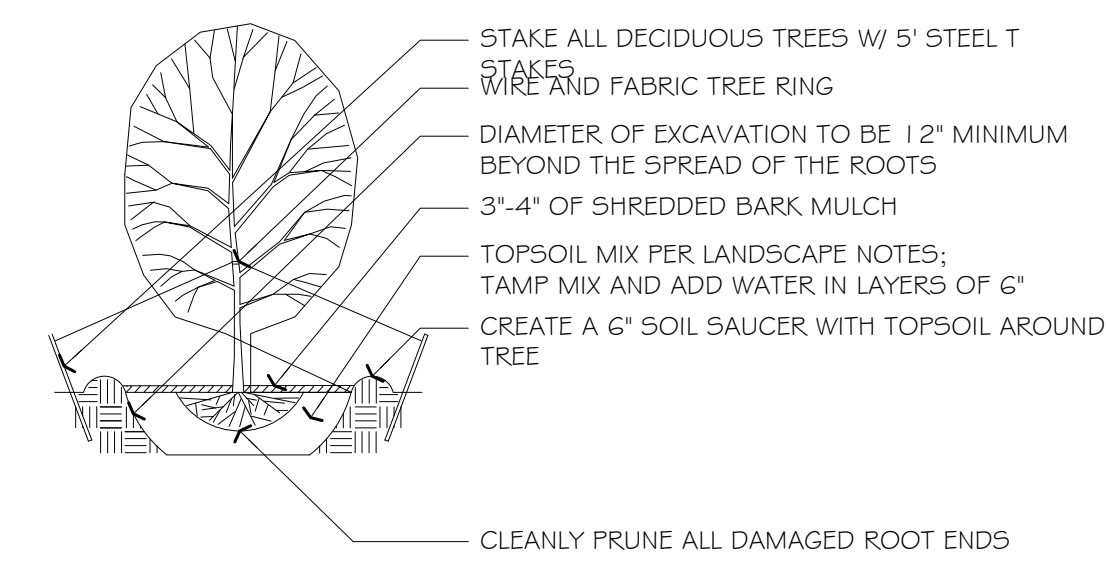
# PLANT LEGEND

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE
	9	RIBES ALPINUM & ROSA WOODSII	ALPINE CURRANT & WOODS ROSE	5 GAL
	15	POPULUS TREMULOIDES	ASPEN	(6) 1.5" CAL (9) 2" CAL
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	DEFENSIBLE SPACE	NO FLAMABLE MATERIALS (PER SUMMIT COUNTY WILDFIRE MITIGATION PLAN)		

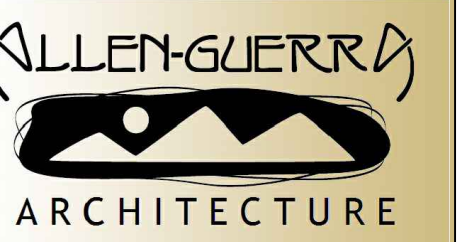
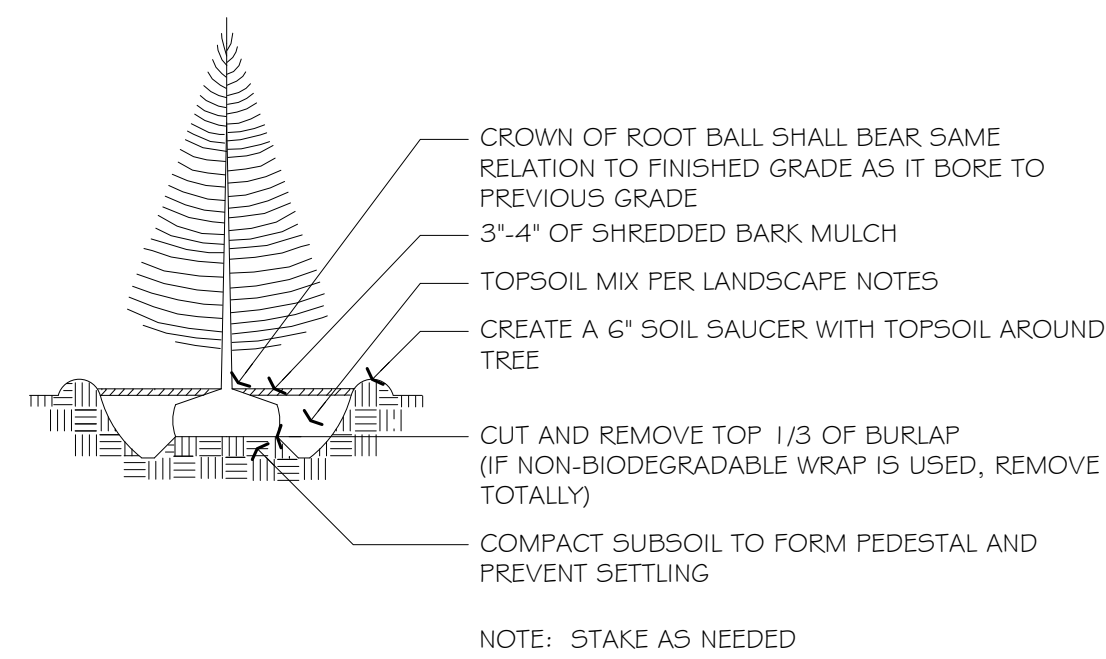
# LANDSCAPE NOTES

- EROSION CONTROL METHODS: CONTROL ALL RUNOFF WITHIN SITE PER SUBDIVISION STANDARDS AND COUNTY REQUIREMENTS BY UTILIZING, SINGLY OR IN COMBINATION, NON-EROSIVE DRAINAGE MATS, SILT FENCING, DIVERSION SWALES, AND DIKES AS NECESSARY TO TRAP, INTERCEPT, AND DIVERT RUNOFF WITHIN BUILDING ENVELOPE.
- NATIVE LANDSCAPING AREA IN CONTACT WITH BUILDING ENVELOPE WILL BE PROTECTED FROM ROOF RUNOFF AS SHOWN IN WALL SECTION. RIVER ROCK RIPRAP IS TO EXTEND 8" BEYOND DRIP LINE.
- EXISTING VEGETATION SHALL BE PROTECTED AS MUCH AS POSSIBLE TO PROMOTE XERISCAPING - PER TOWN OF BRECKENRIDGE CODE SECTION 3603.C3.
- ALL EXISTING TREES WITHIN 15' OF THE PROPOSED RESIDENCE MUST BE REMOVED TO CREATE DEFENSIBLE SPACE, PER TOWN CODE.
- REMOVE ALL EXISTING BEETLE-KILL TREES, PER HOA GUIDELINES.
- TREE REMOVAL TO BE COORDINATED BETWEEN OWNER, GENERAL CONTRACTOR, HOA, AND TOWN PLANNING STAFF, PRIOR TO REMOVAL.
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- A DRIP IRRIGATION SYSTEM SHALL BE INSTALLED TO ALL NEW TYPES OF TREES AND SHRUBS, PER THE TOWN REQUIREMENTS.

# DECIDUOUS TREE PLANTING



# CONIFEROUS TREE PLANTING



ALLEN-GUERRA ARCHITECTURE  
 711 D GRANITE STREET  
 PO BOX 5540  
 FREDERICK, COLORADO 80443  
 PH: 970.453.7032 FAX: 970.453.7040  
 E-MAIL: INFO@ALLEN-GUERRA.COM  
 WEBSITE: WWW.ALLEN-GUERRA.COM

MUSZYNSKI HOUSE  
 LOT 13, BLUE ROCK SPRINGS SUBDIVISION  
 16 RUSTIC TERRACE, BLUE RIVER, COLORADO

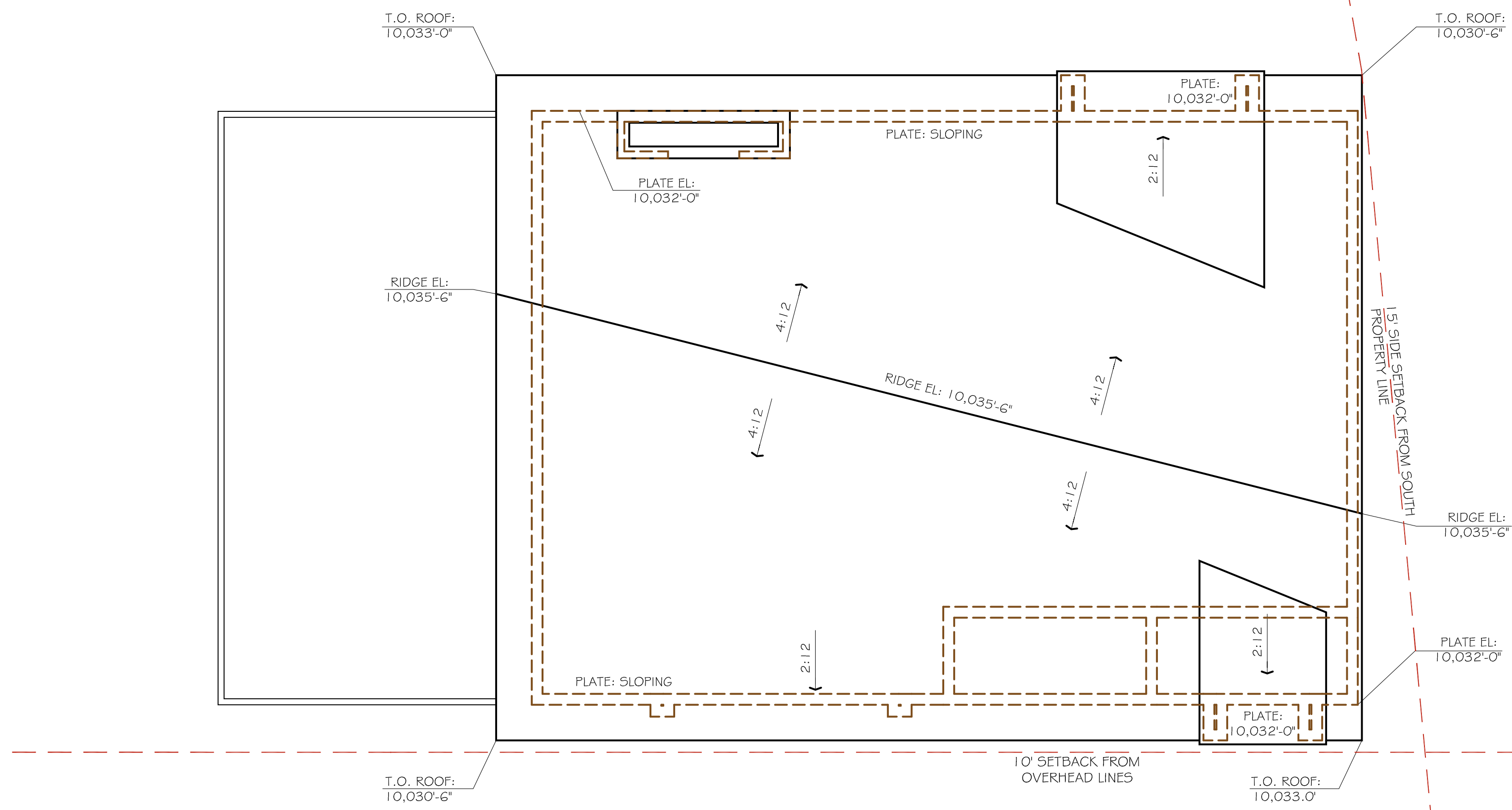
LANDSCAPE PLAN

ISSUE:	DATE:
PRELIM	5 MAR 2021
PLANNING	21 SEP 2021
UPDATE	20 FEB 2023
UPDATE	28 MAR 2025
REVISED	26 JUN 2025

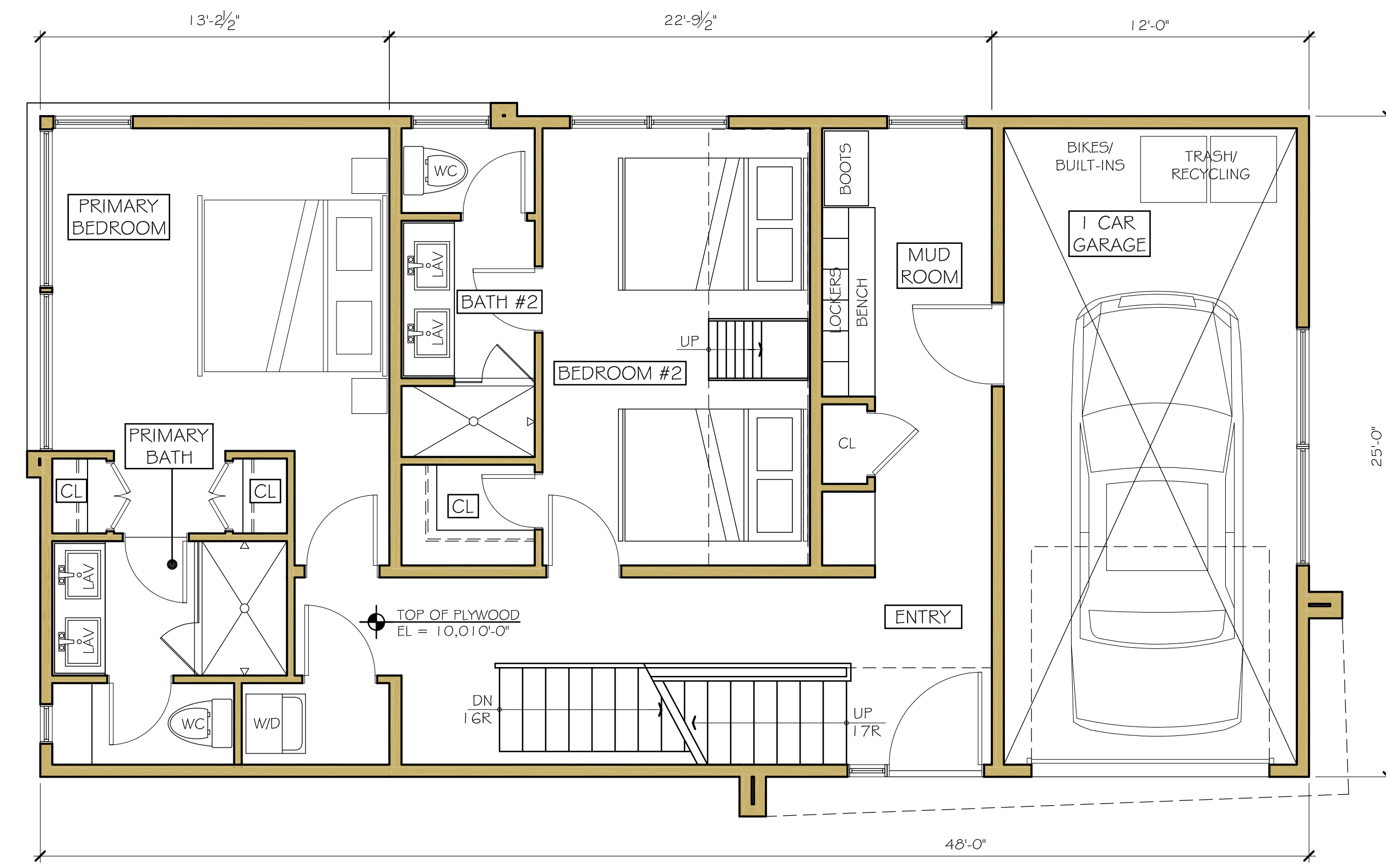
PROJECT #: 2129

L.I.I

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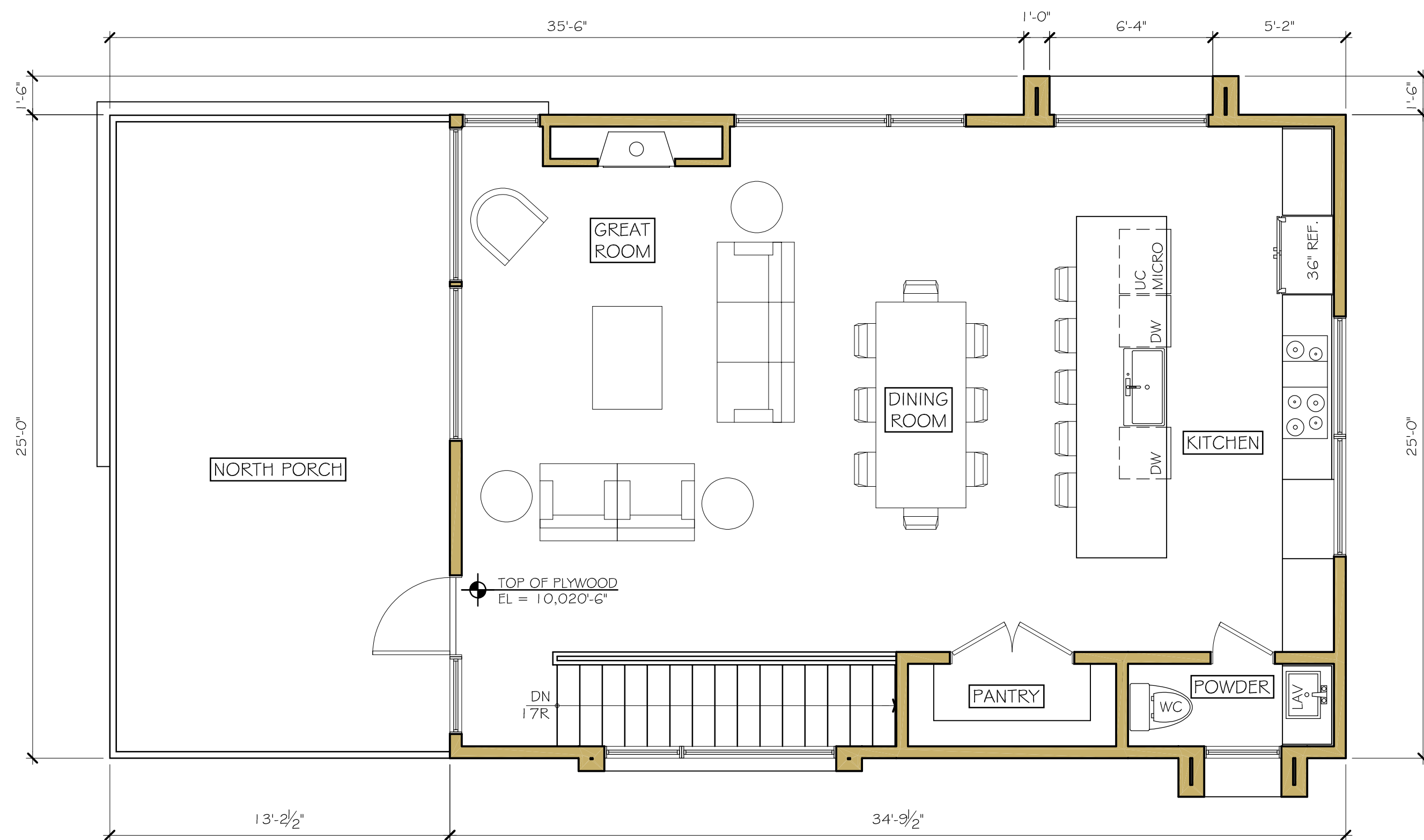


4 ROOF PLAN  
A2.1 SCALE: 1/4" = 1'-0"  
PLAN NORTH

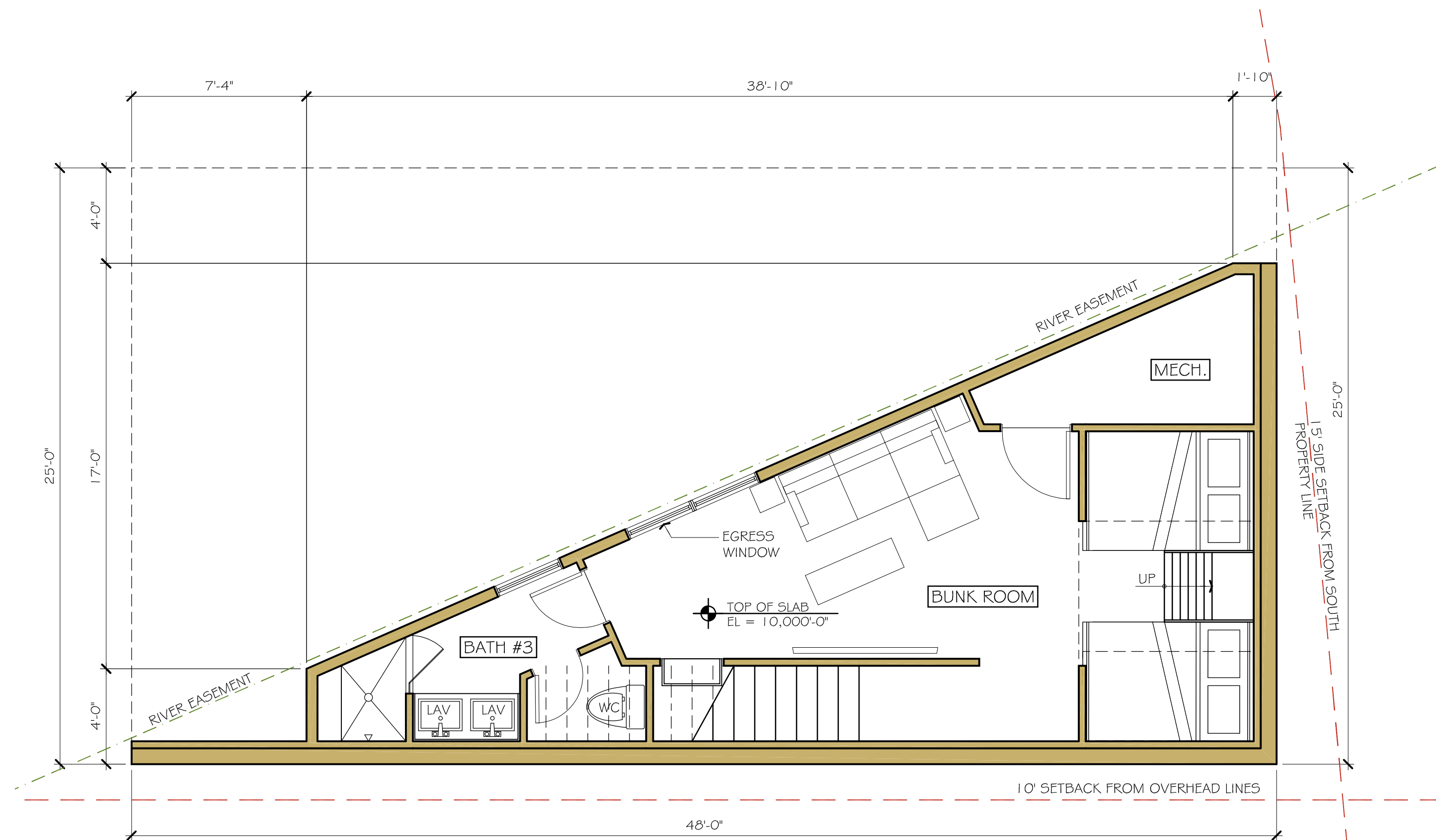


2 MAIN LEVEL FLOOR PLAN  
A2.1 SCALE: 1/4" = 1'-0"  
PLAN NORTH

	FINISHED	UNFINISHED	TOTAL
UPPER LEVEL	805	0	805
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3 UPPER LEVEL FLOOR PLAN  
A2.1 SCALE: 1/4" = 1'-0"  
PLAN NORTH



1 LOWER LEVEL FLOOR PLAN  
A2.1 SCALE: 1/4" = 1'-0"  
PLAN NORTH

MUSZYNSKI HOUSE  
LOT 13, BLUE ROCK SPRINGS SUBDIVISION  
16 RUSTIC TERRACE, BLUE RIVER, COLORADO

FLOOR & ROOF PLANS  
TITLE  
COPYRIGHT AS AN UNPUBLISHED WORK. REUSE OR REPRODUCTION PROHIBITED WITHOUT WRITTEN CONSENT OF ARCHITECT

ISSUE:	DATE:
PRELIM	5 MAR 2021
PLANNING	21 SEP 2021
UPDATE	20 FEB 2023
UPDATE	28 MAR 2025
REVISED	26 JUN 2025

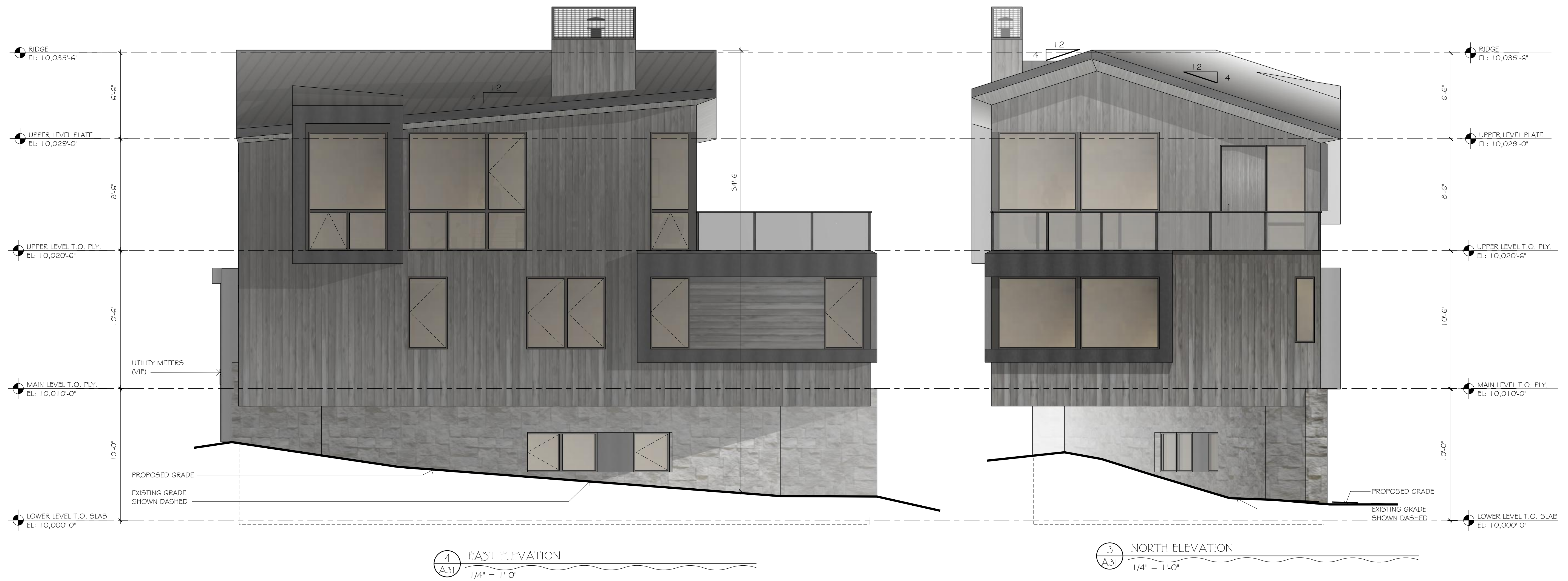
PROJECT #: 2129

A2.1



2 WEST ELEVATION  
A31  
1/4" = 1'-0"

1 SOUTH ELEVATION  
A31  
1/4" = 1'-0"



4 EAST ELEVATION  
A31  
1/4" = 1'-0"

3 NORTH ELEVATION  
A31  
1/4" = 1'-0"

MUSZYNSKI HOUSE  
LOT 13, BLUE ROCK SPRINGS SUBDIVISION  
16 RUSTIC TERRACE, BLUE RIVER, COLORADO

EXTERIOR ELEVATIONS

ISSUE	DATE
PRELIM	8 FEB 2021
PLANNING	21 SEP 2021
UPDATE	17 NOV 2021
UPDATE	20 FEB 2023
UPDATE	26 JUN 2025

PROJECT# 2125

A3.1

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5 NORTHWEST VIEW  
A3.1



8 SOUTHWEST VIEW  
A3.1



7 SOUTHEAST VIEW  
A3.1



6 NORTHEAST VIEW  
A3.1



MUSZYNSKI HOUSE  
LOT 13, BLUE ROCK SPRINGS SUBDIVISION  
16 RUSTIC TERRACE, BLUE RIVER, COLORADO  
TITLE: PERSPECTIVE RENDERINGS

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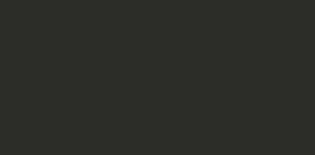





ISSUE	DATE
PRELIM	8 FEB 2021
PLANNING	21 SEP 2021
UPDATE	17 NOV 2021
UPDATE	20 FEB 2023
UPDATE	26 JUN 2025

PROJECT# 2125

A3.2

# MUSZYNSKI HOUSE

EXTERIOR MATERIALS SCHEDULE  
DATE: 9 JUNE, 2025

LABEL	ITEM	COLOR	DESCRIPTION
M1	ROOF - METAL		STANDING SEAM METAL ROOF "DARK BRONZE"
M2	FLASHING		26 GA ALUMINUM "DARK BRONZE"
M3	EXPOSED STEEL		POWDER COATED STEEL PER DETAILS "BLACK"
M4	VERTICAL SIDING		1x6 CHARRED KEBONY SHIPLAP – RESAWN TIMBER CO. "SHOU SUGI BAN"
M5	DOOR/WINDOW TRIM		1x4 CHARRED KEBONY – RESAWN TIMBER CO. "SHOU SUGI BAN"
M6	DOORS/ WINDOWS		SIERRA PACIFIC WINDOW COMPANY #023 "BLACK"
M7	STONE VENEER		GALLEGOS CORPORATION #345 MOUNTAIN LEDGE DRYSTACKED

NOTE: ALL EXPOSED METAL INCLUDING, BUT NOT LIMITED TO, TYPICAL FLASHING, DOWNSPOUTS, GUTTERS, DRIP EDGE, VENT STACKS, FLUE PIPES, ETC, SHALL BE DARK BRONZE.



Robert Theobald P.E.  
PO Box 3817  
Breckenridge, CO 80424

June 9, 2025

Mr. Brian Muszynski  
Lot 13 Blue Rock Springs Subdivision  
Blue River, CO 80424

Dear Mr. Muszynski and Mr. Teodoru,

This letter is in response to your letter dated April 7, 2025 regarding architectural review for the proposed residence on Lot 13 Blue Rock Springs Subdivision, hereafter referred to as “Lot” and “Subdivision” respectively. The review references plans by Allen-Guerra Architecture titled “Muszynski House” dated 28 March 2024 hereafter referred to as “Plan.”

It has been established that the Subdivision Plat of the Blue Rock Springs Subdivision is valid as are all easements shown on said plan and that the Protective Covenants of the Blue Rock Springs Subdivision are in full force and effect. Nothing in this letter is intended to have any effect on those facts or on the future enforcement of the Protective Covenants.

The Plan shows a the majority of the footprint of the proposed residence cantilevered into the airspace directly above the platted River Easement. The Plan shows approximately 622 square feet of the 1,146 square feet or well over half of the footprint of the structure cantilevered over the River Easement. The plan shows clearance of approximately 3’ to 10’ between the existing ground level and the bottom of the structure where it cantilevers over the River Easement with no disturbance to the ground encumbered by the River Easement. The Protective Covenants of the Subdivision prohibit the placement of any dwelling or improvement on or in the area of the River Easement. While the majority of the structure is located in the Easement, the structure is cantilevered and not physically placed on the ground within the Easement.

While it is my opinion that this plan is contrary to the intent of the Subdivision Plat and the Protective Covenants it may not actually be in violation of a strict interpretation of the Protective Covenants. While I do not support the Plan, I will not oppose the plan as it may not be in violation of the Protective Covenants, so long as construction plans, construction management plans, and staging plans are provided to assure protection of the River Easement. It is my opinion that these plans should include fencing placed outside of the River Easement throughout the duration of construction to protect the River Easement.

Sincerely,

*Robert Theobald*

Robert Theobald P.E.

Principal

Enclosure: n.a.

cc: n.a.

PROTECTIVE COVENANTS

Conditions, Covenants, Restrictions, Reservations and Easements affecting property of Blue River Estates, Inc.

DESCRIPTION OF PROPERTY

THIS DECLARATION, made this 7th day of August, 1961, by Blue River Estates, Inc., hereinafter called the Corporation.

WITNESSETH

WHEREAS, the corporation is the owner of the real property described in Clause I of this declaration, and is desirous of subjecting the real property described in Clause I to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW THEREFORE, Blue River Estates, Inc. hereby declares that the real property described in and referred to in Clause I is and shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth.

CLAUSE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, conveyed, transferred, occupied and sold subject to the conditions, covenants, restrictions, reservations and easements, as set forth in the various clauses and covenants of this declaration, is located in the County of Summit, State of Colorado, and is more particularly described as follows, to-wit:

A portion of the "Leap Year Placer", Mineral Survey No. 13358 in Pollock Mining District, Summit County, Colorado, lying in portions of Sections 18 and 19, Township 7 South, Range 77 West of the 6th Principal Meridian and more particularly described as follows:

Commencing at a stone identified as Corner No. 2, "Leap Year Placer", Thence S 71° 30' E 477.10 feet to the true point of beginning, which point lies 75' East of Centerline Station 222+33 of proposed alignment of State Highway No. 9 and on the East right of way of said Highway No. 9; thence S 14° 58' E along said East right of way 1211.5 feet; thence 887.82 feet to the left along the arc of a

2226.60 foot radius curve, said arc subtending a central angle of 22°51'; thence S 7°53' E 36.30 feet; thence 650.67 feet to the right along the arc of a 2789.61 foot radius curve, said arc subtending a central angle of 13°22'; thence S 5°29' W 49.35 feet to a point; all above points lie on East right of way of the proposed alignment of State Highway No. 9; thence S 87°23' E 687.04 feet to the East line of the "Leap Year Placer"; thence N 2°37' E 2400.00 feet more or less along said East line to corner No. 8 "Leap Year Placer"; thence N 87°31' E 400.00 feet along the South line of said placer; thence N 2°29' W 618.20 feet; thence S 87°31' W 201.70 feet; thence S 80°47' W 195.72 feet; thence S 66°34' W 331.80 feet; thence S 68°50' W 124.40 feet more or less to the point of beginning, containing 49.660 acres more or less, have laid out, subdivided and plotted the same into lots under the name and style of Blue River Estates, Inc. - Blue Rock Springs Subdivision as shown thereon.

No property other than that above described shall be subject to this declaration.

## CLAUSE II

### GENERAL PURPOSES OF CONDITIONS

The real property described in Clause I hereof is subject to the conditions, covenants, restrictions, reservations and easements hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve so far as practicable, the natural beauty of such property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to insure the highest and best development of said property; to encourage and secure the erection of attractive dwellings thereon, with appropriate locations thereof on building sites; to secure and maintain adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement in said property.

- A. LAND USE AND BUILDING TYPE. No building site shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any homesite other than one detached single-family dwelling, a private garage, guest houses, servants' quarters and other outbuildings incidental to residential use of the premises.
- B. TEMPORARY STRUCTURES. No structure of a temporary character, basement, tent, shack,

garage, barn or other outbuilding, other than guest houses and servants' quarters, shall be used on any building site at any time as a residence, either temporarily or permanently, except that trailers and structures of a temporary nature may be maintained by the owner of the homesite on the homesite during the period of permanent construction, but in any event for the maximum of one year.

- C. ARCHITECTURAL CONTROL. In lieu of restrictions commonly used governing minimum cost of square foot area of dwellings, both of which have proven inadequate in protecting existing or future property owners, these covenants shall and do hereby provide that no detached single-family dwelling or other improvement, as herein defined, shall be erected, placed or altered on any premises on said property until the building plans, specifications and plot plan showing the location of such dwelling or improvement have been approved in writing as to conformity and harmony of external design with existing structures and planned structures on the property, and as to location of the dwelling and improvements with respect to topography and finished ground elevation by an architectural committee composed of three members appointed by the board of directors of the corporation. No individual water supply system shall be constructed, developed or altered on any building site until plans and specifications therefor have been approved by the aforesaid architectural committee. No individual sewage disposal system shall be permitted on any building site until specifications therefor have been approved by the aforesaid architectural committee unless such system is designed, located and constructed in accordance with requirements, standards and recommendations of the United States Forest Service and the Colorado Department of Public Health.

The architectural committee may require telephone and electric service lines to be placed underground, in any area where required to preserve the natural beauty of the property.

In the event said committee fails to approve or disapprove such plan, design or location within thirty days after said plans and specifications have been submitted to it, or in any event if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

- D. USE OF EASEMENTS. No dwelling or improvement shall be placed on nor shall any material, equipment or refuse be placed on any homesite within the area of the easements reserved as indicated on the official plat of the property.
- E. NUISANCES. No noxious or offensive activity shall be carried on upon any building site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- F. LIVESTOCK AND POULTRY. No animal, livestock or poultry of any kind shall be raised, bred or kept on any building site, except that dogs, cats or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose.
- G. GARBAGE AND REFUSE DISPOSAL. No building site shall be used or maintained as a dumping ground for rubbish, trash, slash, garbage, debris or other waste, except when kept in sanitary containers which shall be disposed of promptly. All incinerators or other equipment for disposal of such material shall be kept in a sanitary condition and reasonable precautions shall be taken against fire hazards.
- H. SIGNS. No signs of any kind shall be displayed to the public view on the building site, except one sign of not more than two square feet designating the owner of the building site, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a building or the corporation to advertise the property during the construction and sales period.
- I. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying, gravel operations or mining operations of any kind shall be permitted upon or in any building site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any building site.
- J. EASEMENTS. Easements are reserved as required for the installation and maintenance of utilities on, over and under the property herein described. Road, pedestrian, stream, creek, lake, river and pond easements are reserved as indicated on the official plat of the property.

- K. DISCHARGE OF FIREARMS. No firearms, fireworks, explosives, arrows, air rifles, BB guns, or similar devices, shall be discharged on the premises except in areas designated for that purpose by the corporation.
- L. No river, stream, lake, pond, spring or watercourse shall be changed or altered until written application for such change or alteration is made to the architectural committee and written approval for such change or alteration is given by said committee.
- M. TERMS OF COVENANTS. Except as provided in Section N, each of the conditions, covenants, restrictions and reservations set forth above shall continue to be binding upon the corporation and upon its successors and assigns and upon each of them and all parties and all persons claiming under them for a period of twenty-five years from the 7th day of August, 1961, and automatically shall be continued thereafter for successive periods of ten years each; provided, however, that sixty per cent of the property owners of the building sites herein subject to this declaration which are hereby restricted, may release all of the land so restricted from any one or more of said restrictions or may change or modify any one or more of said restrictions at the end of this first twenty-five year period or any successive ten-year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same for record in the Office of the County Clerk and Recorder of Summit County, Colorado, at least one year prior to the expiration of this first twenty-five year period or of any successive ten-year period thereafter.
- N. ENFORCING OF COVENANTS. The covenants herein set forth shall run with the land and bind the present owner, its successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of said building sites, its successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of building sites, and the construction of improvements thereon, but no restrictions herein set forth, shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its, his or their seisin of, or title to said land,

and the corporation or the owner or owners of any of the above land shall have the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damages, and the failure of corporation and the owner of any other lot or lots or building sites hereby restricted to enforce any of the restrictions herein set forth at the time of its violation, shall in no event be deemed to be a waiver of the right to do so thereafter. Corporation may, by appropriate agreement, assign or convey to any person, persons, or corporation, all of the rights and privileges hereby reserved by it, including its beneficial interest in said restrictions and its right to enforce the same, and upon such agreement, assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer or assign those rights or any one or more of them, at any time or times, in the same way and manner as though directly reserved by them, or it, in this instrument.

At any time after the effective date of these covenants, if at least seventy-five per cent of all building sites covered by these protective covenants have been sold by corporation, said corporation may, at its sole option, form, or cause to be formed, under the laws of the State of Colorado, a non-profit home owners' corporation, providing for the issuance of memberships in lieu of stock and limiting memberships thereto to one membership for owners of each building site thereby restricted. When such corporation has been organized by filing and recording the Articles of Incorporation, corporation may at its sole option at any time thereafter assign all of its authority to pass on plans and specifications of dwellings and other improvements to be constructed on any building site subject to these covenants, together with any or all of its other interest in said protective covenants, including its right to enforce, transfer or assign those rights or any one or more of them at any time and upon such assignment being made by corporation to such new corporation, such new corporation may, at its sole option and at any time thereafter, exercise, transfer or assign such rights or any one or more of them.

- O. SEVERABILITY. Invalidation of any one of these covenants or any part thereof by judgments or court



Recorded 4:30 P.M.  
October 23, 1977  
Receipt # 2087  
271 0 30

ASSIGNMENT OF PROTECTIVE COVENANTS FOR  
BLUE RIVER ESTATES SUBDIVISIONS

Blue River Estates, Inc., a Colorado corporation,  
is about to be liquidated, and

WHEREAS, Blue River Estates, Inc. has filed protective  
covenants for various subdivisions in Summit County, Colorado,  
and

WHEREAS, said covenants provide for the assignment and  
conveyance of all of the rights and privileges reserved by it  
including its beneficial interest in said restrictions and its  
right to enforce the same, and

WHEREAS, Blue River Estates, Inc. wishes to convey and  
assign all its rights and privileges under said covenants to  
Robert A. Theobald and Lois G. Theobald, and Robert A. Theobald  
and Lois G. Theobald wish to accept the assignment of these rights  
and privileges under said protective covenants. NOW, THEREFORE, in  
consideration of One Dollar and other valuable consideration, Blue  
River Estates, Inc. does hereby assign and transfer and convey all  
of the rights and privileges heretofore reserved by it under said  
protective covenants including its beneficial interest in said  
restrictions and its right to enforce the same, to Robert A.  
Theobald and Lois G. Theobald, their heirs and assigns, as follows  
to-wit:

Protective Covenants for Wilderness, Mountain  
View, Sherwood Forest and Sunnyslope, dated  
February 1, 1961, recorded February 2, 1961,  
in Book 157 at Page 138 of the Summit County,  
Colorado records.

Protective Covenants for Royal Subdivision,  
dated July 23, 1962, recorded July 25, 1962,  
in Book 164 at Page 174 of the Summit County,  
Colorado records.

Protective Covenants for The '96 Subdivision,  
dated June 3, 1963, recorded June 13, 1963,









## BLUE RIVER PLANNING AND ZONING COMMISSION MEETING MONTH

Tuesday, July 1, 2025

5:30 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.

### Call to Order, Roll Call

Chair Johnson called the meeting to order at 5:30 p.m.

PRESENT:

Planning & Zoning Commissioner Travis Beck

Planning & Zoning Commissioner Kristopher Carlsted

Planning & Zoning Commissioner Dan Cleary

Planning & Zoning Commissioner Tim Johnson

Planning & Zoning Commissioner Gordon Manin

Planning & Zoning Commissioner Doug O'Brien

Planning & Zoning Commissioner Troy Watts arrived at 5:45 p.m.

Also present: Board Liaison Trustee Jonathon Heckman; Town Manager/Clerk Michelle Eddy; Town Attorney Bob Widner-via Zoom; Building Official Kyle Parag; Deputy Clerk John DeBee.

### Approval of Minutes

#### A. Minutes

Beck moved and Cleary seconded to approve the minutes of June 2025. Motion passed unanimously.

### Project Approval

#### B. 0016 Rustic Terrace-New Construction

Attorney Widner provided information on the Planning & Zoning Commission's role and what should be considered in their review and the type of review.

Building Official Parag reviewed the project, noting it substantially met the criteria based on the Town Code.

Discussion of the project elements and the difference between the river easement and the wetlands delineation as well as the subdivision covenants. Discussion of the

covenants, the easement holders, the architectural control reviewer of the covenants. An overview of the wording of the covenants, land use code and design of the structure. Discussion of whether the project is impeding the easement.

Attorney Theodoru spoke about the previous project and litigation filed noting the project was changed to comply with the court order.

Tom Fitzgerald 0034 Rustic spoke on the court order.

Brian Muszynski the applicant spoke on the project to clarify the questions raised on the project.

Discussion with the Building Official on-site elements for clarification. Discussion with the Town Attorney about reviewing the application fair and impartial.

Beck moved to approve 0016 Rustic as presented. Watts seconded. Yes: 2 votes (Beck and Watts); No: Johnson, Cleary, Manin, Carlsted, Obrien.(4). Motion failed.

Discussion that project should be denied as it violates Town Code on encumbrance on the river easement under 16B-4-60 and under 16B-4-30. Noting the proposed structure unlawfully encroaches into the Town easement and should include "over".

Cleary moved and O'Brien seconded to deny the project is in violation of the covenants and the Town Code 16B-4-30 and 16B-4-60 and the interpretation of wording includes over under within in recognizing the river easement. Motion passed unanimously.

### **Adjourn**

Watts moved and Beck seconded to adjourn the meeting at 6:52 p.m. Motion passed unanimously.

Respectfully Submitted:

---

Michelle Eddy, MMC  
Town Clerk

Robert Theobald P.E.  
PO Box 3817  
Breckenridge, CO 80424

July 11, 2025

Dear Town of Blue River Board of Trustee:

I Robert F. Theobald own Lot 21 Blue Rock Springs Subdivision, Blue River, Colorado

I am writing to request that the Board of Trustees deny the appeal of Planning & Zoning Commission Decision for 0016 Rustic Terrace-New Construction.

I believe the proposed construction is in violation of Blue River Municipal Code due to its encroachment in the platted River Easement. The Town has consistently to the benefit of the Town and its residents and property owners enforced easements and setbacks to prevent encroachment of structures including overhangs and eaves or in this case the cantilevering of a considerable portion of the residence in a clear attempt to circumvent zoning regulations.

Additionally, as an owner of real property within Blue Rock Springs subdivision, I own rights to use and enjoy the River Easement and do not consent to any improvement being constructed “on or in the area of the River Easement” as platted in the Blue Rock Springs Subdivision.

The proposed plans under appeal clearly show the house cantilevering in the River Easement. This would be a violation of the River Easement, Blue Rocks Springs Subdivision Protective Covenant, and the Summit County District Court Order in case number 2022CV30002.

Approving these plans by the Town would be a violation of Sec. 16B-4-60 of the Town of Blue River land Use Code which states:

**“The Town shall not authorize or permit a building, structure, accessory improvement, or other improvement which will unlawfully encroach into any setback or Town-recognized easement, or conflict with any encumbrance or limitation recognized in accordance with this Article.”**

And section 16B-4-30 which states:

**“as a general matter, the Town will deem the areas within the river easements as unavailable for development without the express approval of the easement holders.”**

The applicant does not have my approval to construct “within”, “on or in” or “above” the River Easement. Doing so without my consent would limit my use and enjoyment of River Easement and cause irreparable injury if the current plan set is approved.

Thank you for the consideration.

Sincerely,

*Robert Theobald*

Robert Theobald P.E.

Principal

Enclosure: n.a.

cc: n.a.

Dear Town of Blue River Board of Trustee:

I am Kristofer Carlsted and I reside at 6652 Hwy 9, Lot 15 in Blue Rock Springs Subdivision, Blue River, Colorado

I am writing to request that the Board of Trustees deny the appeal of the Planning & Zoning Commission Decision for 0016 Rustic Terrace-New Construction.

As an owner of real property within the Blue Rock Springs subdivision, I own rights to use and enjoy the River Easement and do not consent to any improvement being constructed "on or in the area of the River Easement" as platted in the Blue Rock Springs Subdivision.

The proposed plans under appeal clearly show the house cantilevering in the River Easement. This would be a violation of the River Easement, Blue Rocks Springs Subdivision Protective Covenant, and the Summit County District Court Order in case number 2022CV30002.

Approving these plans by the Town would be a violation of Sec. 16B-4-60 of the Town of Blue River land Use Code which states:

**"The Town shall not authorize or permit a building, structure, accessory improvement, or other improvement which will unlawfully encroach into any setback or Town-recognized easement, or conflict with any encumbrance or limitation recognized in accordance with this Article."**

And section 16B-4-30 which states:

**"as a general matter, the Town will deem the areas within the river easements as unavailable for development without the express approval of the easement holders."**

The applicant does not have my approval to construct "within", "on or in" or "above" the River Easement. Doing so without consent of the easement holders is in direct violation of the Town land use code, the tenets of the Blue Rock Springs subdivision and would be setting a dangerous precedent for future development within the Town.

Thank you for your consideration.

Sincerely,



7-11-2025

Dear Town of Blue River Board of Trustee:

I am **Nick Forcier** and I reside at **28 Rustic Terrace** in Blue Rock Springs Subdivision, Blue River, Colorado

I am writing to request that the Board of Trustees deny the appeal of Planning & Zoning Commission Decision for 0016 Rustic Terrace-New Construction.

As an owner of real property within Blue Rock Springs subdivision, I own rights to use and enjoy the River Easement and do not consent to any improvement being constructed “on or in the area of the River Easement” as platted in the Blue Rock Springs Subdivision.

The proposed plans under appeal clearly show the house cantilevering in the River Easement. This would be a violation of the River Easement, Blue Rocks Springs Subdivision Protective Covenant, and the Summit County District Court Order in case number 2022CV30002.

Approving these plans by the Town would be a violation of Sec. 16B-4-60 of the Town of Blue River land Use Code which states:

**“The Town shall not authorize or permit a building, structure, accessory improvement, or other improvement which will unlawfully encroach into any setback or Town-recognized easement, or conflict with any encumbrance or limitation recognized in accordance with this Article.”**

And section 16B-4-30 which states:

**“as a general matter, the Town will deem the areas within the river easements as unavailable for development without the express approval of the easement holders.”**

The applicant does not have my approval to construct “within”, “on or in” or “above” the River Easement. Doing so without my consent would limit my use and enjoyment of River Easement and cause irreparable injury if the current plan set is approved.

Thank you for the consideration.

Sincerely,

Nick and Jessica Forcier  
Owners 28 Rustic Terrace

Dear Ms. Eddy, would you be able to forward the objection to the appeal to whom it may concern?  
Thank you so much for your help with this.

=====  
=====

Kelly and Loan Eby  
31 Rustic Terrace  
Blue River, CO 80424

July 11, 2025

Dear Town of Blue River Board of Trustees:

My name is Loan Eby, and my husband and I own 31 Rustic Terrace in Blue Rock Springs Subdivision, Blue River, Colorado.

I would like the Board of Trustees to deny the appeal of the Planning & Zoning Commission Decision for 0016 Rustic Terrace-New Construction. As an owner of real property within Blue Rock Springs subdivision, I own rights to use and enjoy the River Easement and do not consent to any improvement being constructed "on or in the area of the River Easement" as platted in the Blue Rock Springs Subdivision.

The proposed plans under appeal clearly show the house cantilevering in the River Easement. This violates the River Easement, Blue Rocks Springs Subdivision Protective Covenant, and the Summit County District Court Order in case number 2022CV30002.

Approving these plans by the Town would be a violation of Sec. 16B-4-60 of the Town of Blue River Land Use Code, which states:

"The Town shall not authorize or permit a building, structure, accessory improvement, or other improvement which will unlawfully encroach on any setback or Town-recognized easement, or conflict with any encumbrance or limitation recognized by this Article."

And section 16B-4-30, (5) River Easements (shown on subdivision plats), which states:

"As a general matter, the Town will deem the areas within river easements as unavailable for development or improvement without the express approval of the easement holder(s). As a general matter, the Town will deem the areas within river easements as unavailable for development or improvement without the express approval of the easement holder(s)."

The applicant does not have my husband's or my approval to construct "areas within", "on or in", or "above" the River Easement. Doing so without my consent would limit my use and enjoyment of the River Easement and cause irreparable injury if the current plan set is approved.

We respectfully request your consideration in rejecting this permit.

Sincerely,

Kelly and Loan Eby

Dear Town of Blue River Board of Trustees:

I am **Kevin Litch Polich** and I reside at **6700 Highway 9/Lot #12** in Blue Rock Springs Subdivision, Blue River, Colorado

I am writing to request that the Board of Trustees deny the appeal of Planning & Zoning Commission Decision for 0016 Rustic Terrace-New Construction.

I purchased lot #11 and lot #12 more than 20 years ago and I built on both of them, houses that **fit the building envelope**. I'm very familiar with Lot #13/0016 Rustic Terrace, as a matter of fact I looked at purchasing the lot several times, however, before Blue River sanitation came in the lot was basically "unbuildable" because there wasn't room for a leach field and well based on neighboring leach field and well distance requirements. When county sewer came in and Adam Brink built his house Lot#13 was now "buildable" because Adam connected to Blue River Sanitation but the building envelope was still very small and challenging, I accepted this and had many conversations with the owner Evelyn Wilson, she also knew the lot was very restrictive but I was looking at building a very small 1 bedroom dwelling that would **fit the lot**, however she also had Bryan Muszynski interested as he wanted to build his dream home on the lot and was willing to pay top dollar because he was confident he could convince the town to do away with the setbacks and river easements.

As a matter of fact, Mr Muszynski even met with most of us neighbors in a group setting pleading his case regarding the limited building envelope, none of us had a problem with him building on the lot but we all basically told him to build something that would **fit the lot**, we all followed the rules so he should too.

Mr Muszynski went ahead and bought the land then tried several times to get approval for his "dream home", it is clear that this lot is not the lot for his dream home, he clearly knows this as his building plans have been denied several times and after this last denial he immediately sent me plans for a small house that actually **fits the lot**, ( see attachments), so go ahead and build this house, it's a great little house and I don't think any of the neighbors would have a problem with it. Instead he immediately listed the lot for sale at \$549,000 which is almost 3X what he paid for the lot

I attended the last Advisory Board meeting in-person and it seems the definition of "on, in or above" the river easement seems to be the main issue but I strongly believe that in the 1960s when the land code was created, they all meant the same and for 60+ years no one in Blue River has tried to skirt the issue

As an owner of real property within Blue Rock Springs subdivision, I own rights to use and enjoy the River Easement and do not consent to any improvement being constructed "on or in the area of the River Easement" as platted in the Blue Rock Springs Subdivision.

The applicant does not have my approval to construct "within", "on or in" or "above" the River Easement. Doing so without my consent would limit my use and enjoyment of River Easement and cause irreparable injury if the current plan set is approved.

Thank you for the consideration.

Sincerely,

Kevin Litch Polich

Dear Town of Blue River Board of Trustees:

My name is Tom Fitzgerald. I am a full-time resident of Blue River residing at 34 Rustic Terrace in the Blue Rock Springs subdivision.

I am writing to request that the Board of Trustees deny the appeal of Planning & Zoning Commission Decision for 0016 Rustic Terrace-New Construction.

If the appeal is granted, the plan would violate my, and all the owners of the Blue Rock Springs Subdivision, property rights. This will result in avoidable damage and injury to our use and enjoyment of the River Easement as platted on Blue Rock Springs Subdivision and the affiliated Protective Covenants, which outline the use and proscriptions of the River Easement.

In May 2022, I filed a lawsuit in Summit County District Court against Muszynski after he made it clear he did not plan to respect the lawful property rights of the subdivision owners by attempting to construct a home in the River Easement.

In November 2022, a Summary Judgement was granted by the court in my favor and the ruling was not appealed. The court order is Attached (Ex. A) and the ruling excerpted below:

*“The court finds there is no genuine issue of material fact and that Plaintiff’s Motion for Summary Judgment is properly GRANTED and that JUDGMENT shall entered in FAVOR OF PLAINTIFF THOMAS FITZGERALD and AGAINST DEFENDANT BRIAN MUSZYNSKI in accordance with this ORDER.*

*The court further finds and **concludes as a matter of law** and does hereby DECLARE pursuant to the Act and C.R.C.P. 57 and 105 **that the River Easement is valid and encumbers the Blue Rock Springs Subdivision** as depicted on the Plat, that the Protective Covenants are valid, enforceable covenants that run with the lands comprising the Blue Rock Springs Subdivision, and that Clause II.D. of **the Protective Covenants prohibits the placement of any dwelling or improvement on or in the area of the River Easement as depicted on the Plat.**”*

The court order is clear. The placement of any dwelling or improvement **on or in** the area of the River Easement is **unlawful**.

Muszynski’s appeal is splitting hairs on semantics and attempting to cherry-pick the town code in his favor, while ignoring several key over-riding provisions of the town code.

Approval of any plan set that allows improvements “on or in the area of the River Easement”, including cantilevering “in” to the airspace over the area of the River Easement, would be a violation of Sec. 16B-4-60, which prohibits the town from approving a building envelope that **unlawfully** encroaches into any setback or conflicts with encumbrances:

***Sec. 16B-4-60 General Restriction Regarding Buildable Area.***

*The Town shall not authorize or permit a building, structure, accessory improvement, or other improvement which will unlawfully encroach into any setback or Town-recognized easement, or conflict with any encumbrance or limitation recognized in accordance with this Article.*

The definition of encumbrances would certainly include court orders as binding state or local law, or at the very least as an “other legally recognized restriction”:

*Encumbrances (also encumbrances and limitations) means and includes forms of easements, deed restrictions, contracts, covenants, federal, state and local laws, and other legally recognized restrictions or impediments affecting a lot that effectively reduce or restrict the area of a lot that may be developed or improved.*

Second, Muszynski ignores core provisions of Code §16B-4030. b.5: River Easements in his appeal, when he omits that **“as a general matter, the Town will deem the areas within the river easements as unavailable for development without the express approval of the easement holders”**. Based on the number of opposition letters from Blue Rock Springs Subdivision owners, I’m assuming the town received in response to the appeal, it is clear that Muszynski does not have express approval from the easement holders, and he certainly does not have it from me.

*(5) River Easements (shown on subdivision plats).*

*River easements were privately established within the Town of Blue River and today encumber all or a portion of some lots within the Town. The particular document creating each river easement requires review in order to determine the specific restrictions imposed on use of the easement area. Such documents will often times prohibit surface uses in order to reserve the property for river and surface water flows unless otherwise approved by the easement holder(s). **As a general matter, the Town will deem the areas within river easements as unavailable for development or improvement without the express approval of the easement holder(s)**. The approval of, or issuance of permits by, other governmental agencies, such as the Army Corps of Engineers, may be necessary to develop a property presently encumbered by a river easement.*

Muszynski erroneously cites and boldens “oftentimes prohibits surface uses”, which, when read in context, is clearly being used as an example. He ignores the sentence above that states, “*The particular document creating each river easement requires review in order to determine the specific restrictions imposed on use of the easement area.*” In this instance, the River Easement and Protective Covenant were reviewed by Summit County District Court that determined any improvements “on or in” the area of the River Easement as unlawful.

Third, Muszynski's citation of Code 16-1-70, indicating that the land use code is not subject to private covenants, is incomplete. Muszynski does not acknowledge the crucial part of the last sentence, “*except to the extent permitted by law*”. The existence of the court order, which makes the River Easement a lawful encumbrance and prohibits improvements “on or in the River Easement”, requires consideration by the town when applying the provisions of the land use code.

Finally, per **Sec. 16B-4-50**, Muszynski’s application and plans were required to disclose and consider the court order in the application:

*Sec. 16B-4-50. Buildable Area.*

*(a) Determining Building, Structure, and Accessory Improvement Location. When seeking Town approval of the location within a lot of any building, structure, accessory improvement, or other improvement regulated by the Land Use Code, **the owner or applicant shall demonstrate a consideration of the following when deciding the appropriate location of the building, structure, accessory improvement, or other improvement:***

*1. The lot’s setbacks imposed by the applicable zone district (see Chapter 16A – Zoning).*

*Although front, side and rear setbacks established by a zone district are typically measured from the lot lines of the property, when a Town Road Easement encroaches into a lot, the setback shall be measured from the edge of the Town Road Easement.*

*2. Easements that may prohibit, restrict, or limit the location of development or improvements;*

**3. Other encumbrances or limitations that lawfully prohibit, restrict, or limit development or improvements within the lot;**

Mr. Muszynski is not only bound by the language of the Blue Rock Springs Subdivision Plat, River Easement and Protective Covenants; because he did not appeal, he is also bound by the Court Order that prohibited him from placing any building or improvement “on or in the area of the River Easement”.

Per #3 of 16B-4-50, Mr. Muszynski’s plans do not consider or demonstrate that his application is consistent with the Court Order that lawfully prohibits building or any improvement “on or in the area of the river easement” and thus should be rejected. Cantilevering “over” the River Easement is “in the area of the River Easement as depicted on the plat.”

Muszynski is not a resident of Blue River or Summit County, and he has no intention of building or living in the house. The property he is seeking appeal on was listed for sale last week, 2 days after the P&Z rejected his application. Per the listing (Ex. B) Muszynski purchased the lot for \$190,000 in December 2021 and seeks to sell it less than 4 years later for \$549,000 despite having made no improvements to it. He is not a member of our community, but an outside developer with blatant disregard for the laws and rights of surrounding property owners who seeks to make a profit at the expense of our neighborhood.

The Court Order and town ordinance provide ample reason for the Trustees to reject Muszynski’s appeal.

Nonetheless, I hope that is with the intention and spirit of the Town of Blue River Mission Statement to “nurture *our serene mountain community by conserving our natural residential environment, promoting unity with our neighbors and surroundings, channeling the voice of our residents, and enhancing the quality of life for all*” that guides you to reject Muszynski’s appeal.

Thank you for your consideration.

Tom Fitzgerald

**EX. A Court Order**

DISTRICT COURT SUMMIT COUNTY, COLORADO 501 North Park Avenue PO Box 269, Breckenridge, CO 80424 970-453-2241	DATE FILED: November 22, 2022 4:07 PM CASE NUMBER: 2022CV30002
Plaintiff: THOMAS M. FITZGERALD  v.  Defendant: BRIAN MUSZYNSKI	<p style="text-align: center;"><b>▲ COURT USE ONLY ▲</b></p>
	Case Number: 22CV30002 Division: T Ctrm: 3
<b>ORDER GRANTING PLAINTIFF’S MOTION FOR SUMMARY JUDGMENT</b>	

THIS MATTER is before the court on Plaintiff’s Motion for Summary Judgment, filed on May 9, 2022 (“Motion”), and the court having reviewed the Motion, defendant’s Response filed on June 10, 2022, and plaintiff’s Reply filed on July 1, 2022, and having ordered and considered supplemental briefing, does hereby find and order as follows:

**I. Background**

This case involves a dispute over a river easement depicted on the plat and referred to in the protective covenants of a subdivision of real property located in Summit County in 1961. Plaintiff, a lot owner in the subdivision, seeks declaratory relief that the river easement is valid and that construction of improvements on another lot is prohibited to the extent any of the contemplated improvements would lie within the easement bounds. Plaintiff’s claims rest on interpretation of the subdivision plat and the protective

covenants. Plaintiff's sole claim is for declaratory relief. Plaintiff now seeks summary judgment on his claim.

## II. Procedural Posture and Preliminary Issue

Colorado has adopted the Uniform Declaratory Judgments Law. C.R.S. § 13-51-101 et seq. ("Act"). Both the Act and C.R.C.P. 57 contemplate that all persons shall be made parties who have or claim any interest which would be affected by the declaration. See C.R.C.P. 57(j); C.R.S. § 13-51-115; *see also Accetta v. Brooks Towers Residences Condominium Association, Inc.*, 2019 11, ¶ 17, 434 P.3d 600, 603.

The court is being asked to construe the plat and protective covenant. Upon reviewing the Motion, the court became concerned that the requested relief may be premature or otherwise inappropriate in the absence of all interested parties. Accordingly, the court requested that the parties file supplemental brief on the issue. Plaintiff filed his Supplemental Brief in Support of his Motion for Summary Judgment (the "Supplement"), on October 27, 2022. Defendant did not file a response to the supplement. Plaintiff filed a reply, noting the absence of a response, on November 17, 2022.

The court first finds that any objection based upon plaintiff's failure to join indispensable parties has been waived by failure to provide any response to the Supplement.<sup>1</sup> Further, for the reasons set forth in the Supplement, the

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<sup>1</sup> The court notes that defendant did raise the failure to name additional parties as an affirmative defense in his Answer. That said, plaintiff has now moved for summary judgment, to which defendant objects, and the court has afforded defendant an additional opportunity to assert the failure to join indispensable parties as a defense to plaintiff's claim. Defendant has not done so, thus the defense, if any, is waived.

court agrees that construing the plat and declaration are consistent with the right of an individual owner to enforce the covenants,<sup>2</sup> that this is a private dispute with the result binding only upon plaintiff, defendant and their respective successors in interest, and that there no indispensable parties to the action.

### **III. Undisputed Facts**

1. The Blue River Estates, Inc, Blue Rock Springs Subdivision (“Blue Rock Springs Subdivision”) is a subdivision of certain real property lying within Summit County, Colorado, and was created by recording of the plat thereof on August 7, 1961 in the Office of the Clerk and Recorder of Summit County, at Reception No. 93729 (the “Plat”).<sup>3</sup>

2. The Dedication on the Plat sets out that the subject 49.660 acre parcel is subdivided into lots as shown on the Plat and further that by the Dedication, the owner “grant and convey to the owners of the lots thereon the use of all river easements and road easements as shown thereon.”

3. The real property comprising the Blue Rock Springs Subdivision is subject to those certain Protective Covenants recorded on August 7, 1961, at

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<sup>2</sup> See Protective Covenants, Clause II.N. ENFORCING OF COVENANTS.

<sup>3</sup> A copy of the Plat is attached as Exhibit 1 to Plaintiff’s Complaint to Declaratory Relief Pursuant to C.R.C.P 57(b) and 105 (the “Complaint”). The parties do not dispute the recording of the Plat or Covenants, as such term is defined herein, nor do the parties dispute that the copies of said documents are not genuine and accurate.

Reception No. 93730 in the Office of the Clerk and Recorder of Summit County (the “Protective Covenants”).<sup>4</sup>

4. Clause II.D. of the Protective Covenants provides:

D. USE OF EASEMENTS. No dwelling or improvement shall be placed on nor shall any material, equipment or refuse be placed on any homesite within the area of the easements reserved as indicated on the official plat of the property.

5. Clause II.J. of the Protective Covenants provides:

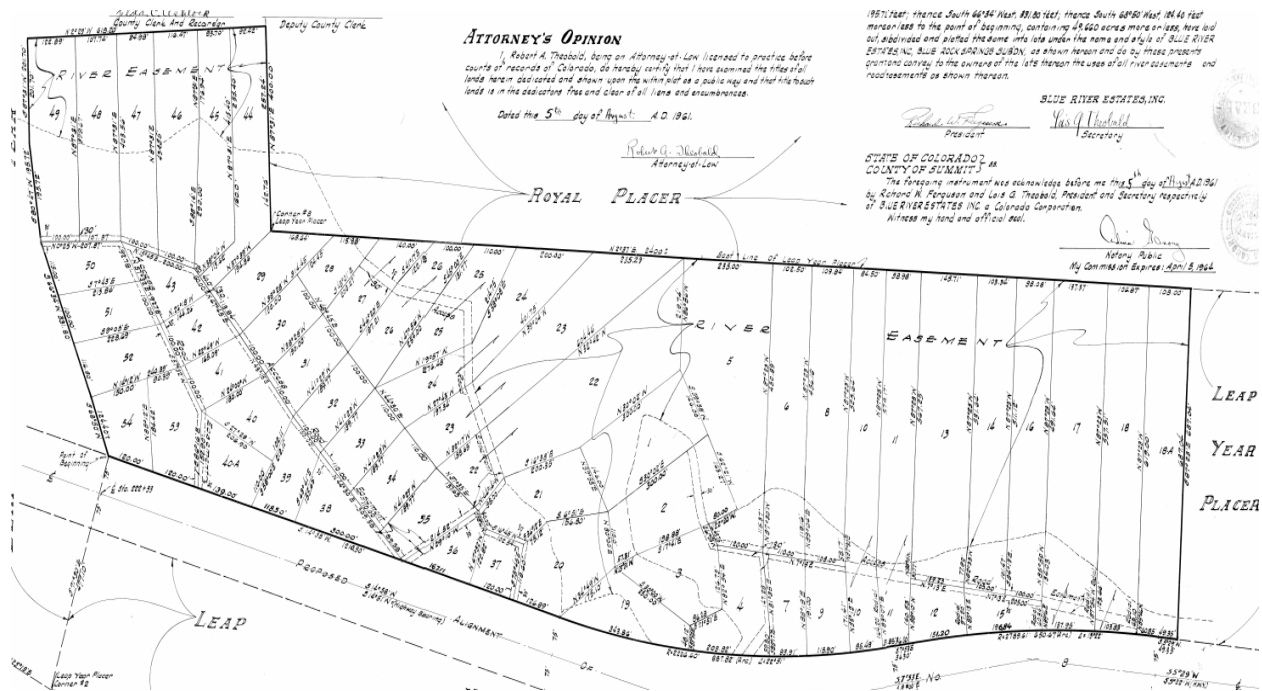
J. EASEMENTS. Easements are reserved as required for the installation and maintenance of utilities on, over and under the property herein described. Road, pedestrian, stream, creek, lake, river and pond easements are reserved as indicated on the official plat of the property.

6. The Protective Covenants remain in full force and effect.

7. The Plat depicts an area identified as the RIVER EASMENT (the “River Easement”) as shown on the excerpt from the Plat on the following page which is bounded on the east by the Royal Placer, on the north and south by the Leap Year Placer, and on the west by a meandering line that traverses several of the lots.

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<sup>4</sup> A of the Protective Covenants is attached as Exhibit 2 to the Complaint.



8. Plaintiff Thomas Fitzgerald is an individual who owns the real property known as Lot 8, Blue Rock Springs Subdivision, Blue River, Summit County, Colorado (“Lot 8”).

9. Defendant Brian Muszynski is an individual who has proposed certain development on Lot 13, Blue Rock Springs Subdivision, Blue River, Summit County, Colorado (“Lot 13”).

10. The proposed development encroaches the River Easement encumbering Lot 13.

#### IV. Standard of Review - Summary Judgment

Summary judgment is appropriate “if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” C.R.C.P. 56(c). The moving

party bears the burden of establishing the nonexistence of any genuine issue of material fact. See Civ. Serv. Comm'n v. Pinder, 812 P.2d 645, 649 (Colo. 1991). The moving party must inform the district court of the basis for its motion for summary judgment and “identify[] those portions of the record and of the affidavits, if any, which . . . demonstrate the absence of a genuine issue of material fact.” Cont'l Air Lines, Inc. v. Keenan, 731 P.2d 708, 712 (Colo. 1987).

After the moving party meets this initial burden, if “the nonmoving party does not submit evidence, or point the court to particular evidence already of record, to make out a triable issue of material fact, then the moving party is entitled to summary judgment as a matter of law.” Luttgen v. Fischer, 107 P.3d 1152, 1154 (Colo. App. 2005). But the nonmoving party is entitled to the benefit of all favorable inferences that may reasonably be drawn from the undisputed facts, and all doubts as to the existence of a genuine issue of fact must be resolved against the moving party. See Martini v. Smith, 42 P.3d 629, 632 (Colo. 2002).

## **V. Analysis**

Plaintiff by his Motion contends that the court should enter summary judgment declaring that the Protective Covenants prohibit construction of any residence of improvement in the area of the River Easement. The Motion argues this result is mandated by the plain, unambiguous language of the Protective Covenant, that the River Easement is binding upon all of the real property within the subdivision and all of the owners, and may be enforced by any owner. In response, defendant argues that there are disputed issues of

material fact precluding summary judgment, that the River Easement is ambiguous, that the Protective Covenants have not been evenly applied, that plaintiff has unclean hands, and that plaintiff has no right to seek declaratory relief and is instead limited only to a claim for injunctive relief and/or damages.

### **A. Propriety of Declaratory Relief**

Relying on Clause II.N., defendant asserts that plaintiff is not entitled to declaratory relief. Clause II.N states:

ENFORCING OF COVENTANTS. The covenants herein set forth shall run with the land and bind the present owner, its successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of said building sites, its successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of the building sites, and the construction of improvements thereon, but no restrictions herein set forth, shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its, his or their seisin of, or title to said land, and the corporation or **the owner or owners of any of the above land shall have the right to sue for and obtain injunction prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth**, in addition to ordinary legal action for damages, and the failure of the corporation and the owner of any other lot or lots or building sites hereby restricted to enforce any of the restrictions herein set forth at the time of its violation, shall in no event be deemed a waiver of the right to do so 4 thereafter. Corporation may, by appropriate agreement assign or convey to any person, persons, or corporation all of the rights and privileges hereby reserved by it, including beneficial interest in said restrictions and its right to enforce the same, and upon such agreement; assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer or assign those rights or any one or more of them, at any

time or times, in the same way and manner as though directly  
reversed by them, or it, in this instrument.

See Complaint, Ex. 2, Protective Covenants (emphasis added).

As an initial matter, the court observes that Clause II.N contains no language excluding any remedy available to plaintiff. Rather, as relevant here, the provision only provides that a lot owner shall have a right to seek injunctive relief in addition to a claim for damages. Thus, the plain language of the Protective Covenants does not bar plaintiff's claim for declaratory relief. Indeed, the Protective Covenants do not bar plaintiff from any particular variety of claims. Moreover, plaintiff has a statutory right to seek declaratory relief.

As noted above, Colorado as adopted the Act. Declaratory judgment proceedings are designed to resolve a dispute between parties as to their respective rights, status, or obligations under a law, controlling instrument, or relationship. Bd. of Directors of Alpaca Owners & Breeders Ass'n, Inc. v. Clang, 80 P.3d 945, 948 (Colo. App. 2003). The declaration entered by a court may be in the affirmative or negative. C.R.S. § 13-51-105. Section 106 provides:

Any person interested under a deed, will, written contract, or other writings constituting a contract or whose rights, status, or other legal relations are affected by a statute, municipal ordinance, contract, or franchise may have determined any question of construction or validity arising under the instrument, statute, ordinance, contract, or franchise and obtain a declaration of rights, status, or other legal relations thereunder.

See C.R.S. § 13-51-106 (2021).

Here, it undisputed that that the Protective Covenants are in full force and effect, that plaintiff is the owner of real property within the Blue Rock

Springs Subdivision, that defendant contemplates development of real property located within the Blue Rock Springs Subdivision, and that plaintiff and defendant disagree over whether the Protective Covenants prohibit the construction of a dwelling or the placement of other improvements in the River Easement. These undisputed facts give rise to a question of construction or validity of certain provisions of the Protective Covenants and Plat, a dispute squarely within the realm of declaratory relief. Consequently, the court finds and concludes as a matter of law that on the undisputed facts, plaintiff is entitled to seek a declaration under the provisions of the Act.

C.R.C.P. 57 provides a procedural mechanism for the court's adjudication of claims for declarative relief. The object of the relief is to terminate the controversy or remove an uncertainty. C.R.C.P. 57(e). C.R.C.P. 105 governs actions concerning real estate and is the procedural mechanism whereby adjudication of the rights of parties in and to real property is accomplished. Rule 105 provides in part:

Complete Adjudication of Rights. An action may be brought for the purpose of obtaining a complete adjudication of the rights of all parties thereto, with respect to any real property and for damages, if any, for the withholding of possession. The court in its decree shall grant full and adequate relief so as to completely determine the controversy and enforce the rights of the parties. The court may at any time after the entry of the decree make such additional orders as may be required in aid of such decree.

C.R.C.P. 105(a) (2020) (emphasis added).

In sum, there is no procedural bar to plaintiff's claim which prohibits adjudication of plaintiff's claim for declaratory relief whether by summary judgment or trial. Having resolved defendant's procedural argument, the court

turns to evaluation of the instruments at issue, to wit, the Protective Covenants and the Plat.

### **B. Principles of Construction and Application to this Case**

There are two instruments at issue here, the Plat and the Protective Covenants. There is no factual dispute that the Plat and Protective Covenants are recorded, encumber both parties' property, and remain in full force and effect. The Plat defines the physical location of the River Easement and conveys "the uses of all river easements and road easements as shown thereon" to the owners of the lots in the Blue Rock Springs Subdivision. The Plat states nothing about the use of the River Easement. The restriction on the use of the River Easement is set forth in the Protective Covenants. Thus, in order to ascertain whether summary judgment is appropriate, the court must first examine the Protective Covenants.

Interpretation of covenants is a question of law. K9Shrink, LLC v. Ridgewood Meadows Water & Homeowners Ass'n, 278 P.3d 372, 377 (Colo.App. 2011). The court must interpret a covenant as a whole, according to the plain meaning of its terms and keeping in mind its underlying purposes. B.B. & C. P'ship v. Edelweiss Condo. Ass'n, 218 P.3d 310, 315 (Colo. 2009); K9Shrink, 278 P.3d at 377. If it is clear on its face, the covenant should be enforced as written. See Evergreen Highlands Ass'n v. West, 73 P.3d 1, 3 (Colo. 2003); Holiday Acres Prop. Owners Ass'n, Inc. v. Wise, 998 P.2d 1106, 1108 (Colo. App. 2000). However, if the covenant is ambiguous, the court may look to extrinsic evidence to determine its meaning. Pub. Serv. Co. of Colo. v. Meadow

Island Ditch Co. No. 2, 132 P.3d 333, 339 (Colo. 2006); Saxe v. Bd. of Trustees of Metro. State Coll. of Denver, 179 P.3d 67, 76 (Colo. App. 2007). A term is ambiguous when it is reasonably susceptible to more than one meaning. Meadow Island Ditch Co., 132 P.3d at 339; Colo. Intergovernmental Risk Sharing Agency v. Northfield Ins. Co., 207 P.3d 839, 841-42 (Colo. App. 2008) (cert. granted May 26, 2009). “[A] mere disagreement between the parties as to the interpretation of an agreement does not in itself create an ambiguity as a matter of law.” City of Aurora v. ACJ P’ship, 209 P.3d 1076, 1085 (Colo. 2009) (quoting Union Rural Elec. Ass’n, Inc. v. Pub. Utils. Comm’n, 661 P.2d 247, 251 (Colo. 1983)); accord E. Ridge of Fort Collins, LLC v. Larimer & Weld Irrigation Co., 109 P.3d 969, 974 (Colo. 2005). In ascertaining whether certain provisions of an instrument are ambiguous, the court must examine the instrument's language and construe it in harmony with the plain and generally accepted meaning of the words employed. Allen v. Reed, 155 P.3d 443, 445 (Colo. App. 2006), as modified on denial of reh'g (Sept. 7, 2006). The court must give effect to the language in an instrument unless the result would be an absurdity. See Rhino Fund, LLLP v. Hutchins, 215 P.3d 1186, 1190 (Colo. App. 2008). And, the language of the instrument must be examined with reference to all of its provisions. Id.; K9Shrink, 278 P.3d at 377.

With the foregoing in mind, the court finds that the Protective Covenants are unambiguous with respect to the restriction on use of the River Easement. Clause II.D. of the Protective Covenants reads “USE OF EASEMENTS. No dwelling or improvement shall be placed on nor shall any material, equipment

or refuse be placed on any homesite within the area of the easements reserved as indicated on the official plat of the property.” The term “no” is proscriptive. The term “dwelling” means house, building or other structure where someone lives. See Black’s Law Dictionary (5<sup>th</sup> Ed.), at 454; Websters New Collegiate Dictionary (1981), at 352. And the term “improvement” commonly refers to some permanent addition to or modification of real property such as construction of buildings and streets or the grading and draining of the surface. Black’s, at 682; Webster’s at 573. Read together, there is nothing unclear in this language - it is absolutely proscriptive of any improvement of the real property lying within the bounds of the easements shown on the Plat.

The Plat itself shows the physical location of the River Easement (and road easements for that matter) by depicting its geographic location in reference to various boundary lines. The location can be readily discerned on the Plat by reference to the area enclosed by of the boundary of the real property on the north, east, and south sides of the entire subdivision and the western boundary of the River Easement as drawn across several of the lots – 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 13, 14, 16, 17, 18, 18A, 21, 22, 23, 24, 25, 26, 28, 44, 45, 46, 47, 48 and 49. While it is true that the western boundary of the River Easement is not called out by metes, bounds, points or curves, that is not a fatal defect as the location can be calculated by reference to the drawn line and scale.

Taken together, the Plat defines the physical location of the River Easement upon the real property comprising the Blue Rock Springs

Subdivision. In turn, the Protective Covenants, by clear, plain and unambiguous language, prohibit the placement of improvements or dwellings within the area of the River Easement. Thus, on the undisputed *material* facts, plaintiff's motion should be granted and a declaration made by the court to the above effect.

Defendant argues the River Easement is ambiguous and that there are disputed issues of fact which preclude summary judgment. Defendant offers no contrary interpretation of the language Protective Covenant, but argues there is ambiguity because there is no defined purpose for the River Easement set out on the Plat or in the Protective Covenants, and because, as practical reality, the river itself does not lie within the River Easement. The court is not persuaded.

First, the language of Cause II.D. is plain and absolutely proscriptive of any improvements within the River Easement. There is no alternative use of the River Easement to harmonize or balance between dominant and servient estate. Where the construction of homes or other improvements is concerned, the River Easement is, for all practical purposes, tantamount to an open space dedication. Because the Plat and Protective Covenants are inambiguous, they can be construed as matter of law and there is no need for the court to engage in a balancing of the interests between the dominant and servient estate. Lazy Dog Ranch v. Telluray Ranch Corp., 965 P.2d 1229, 1235 (Colo. 1998) (“The extent of an expressly created easement (i.e., the limits of the privileges of use

authorized by the easement) is determined by interpreting the conveyance instrument.”).

Second, defendant’s argument rests on conditions or facts extrinsic to the Protective Covenants and Plat which, for similar reasons, are properly ignored by the court. It is axiomatic that the court cannot consider extrinsic evidence of intent where the language of the instrument is unambiguous. And, even if it did, the court would be confined to evidence about the intent of the grantor at the time, i.e. 1961. Defendant has come forward with zero extrinsic evidence about the grantor’s intent in 1961, much less any to suggest the court should depart from the plain language.<sup>5</sup> And, any argument that would permit development within the River Easement would require the court to ignore the language of the Protective Covenants, an untenable result.

### **C. Defendant’s Equitable Arguments**

Defendant also argues that plaintiff should not be entitled to summary judgment because the Protective Covenants have not been evenly applied and plaintiff purportedly has unclean hands because his own house encroaches a lot line. These arguments are misplaced.

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<sup>5</sup> The paramount concern in construing the conveyance instrument is to ascertain the intentions of the parties. *Lazy Dog*, at 1235, 1241. The language of the conveyance is of great importance. The language is to be “interpreted in accord with the meaning an ordinary purchaser would ascribe to it in the context of the parcels of land involved.” *Id.*, at 1237. When the conveyance instrument is unambiguous and unequivocal, the intentions of the parties are to be determined from the language of the easement grant itself. *Id.* It is appropriate for a court to consider extrinsic evidence in determining if an instrument is ambiguous. *Id.* Thus, the court may look to the servitude’s language interpreted in light of all the circumstances at the time of the deed’s execution. *Id.* 1235-36. Extrinsic evidence may not be used to contradict the language of the written instrument, but rather to explain and give context to the language. *Id.*

There is no equitable claim before the court. Rather only a declaratory relief claim seeking interpretation of the Plat and Protective Covenants. The court has already concluded the instruments are plain and unambiguous. Plaintiff does not seek enforcement. There is no claim for injunctive relief, or, for that matter, for damages. Simply put, the equitable arguments are not sufficient to defeat summary judgment because they turn on facts and circumstances that are irrelevant to the interpretation of the documents at hand and immaterial to resolution of a claim for declaratory relief.

## **VI. Conclusion**

The court finds there is no genuine issue of material fact and that Plaintiff's Motion for Summary Judgment is properly GRANTED and that JUDGMENT shall entered in FAVOR OF PLAINTIFF THOMAS FITZGERALD and AGAINST DEFENDANT BRIAN MUSZYNSKI in accordance with this ORDER.

The court further finds and concludes as a matter of law and does hereby DECLARE pursuant to the Act and C.R.C.P. 57 and 105 that the River Easement is valid and encumbers the Blue Rock Springs Subdivision as depicted on the Plat, that the Protective Covenants are valid, enforceable covenants that run with the lands comprising the Blue Rock Springs Subdivision, and that Clause II.D. of the Protective Covenants prohibits the placement of any dwelling or improvement on or in the area of the River Easement as depicted on the Plat.

The court FINDS and ORDERS that Plaintiff is entitled to his costs to be taxed against defendant as a matter of law.

The court further ORDERS that trial and all pretrial filing deadlines are hereby VACATED and that this Order shall constitute a final order pursuant to C.R.C.P. 54.

SO ORDERED this 22<sup>nd</sup> day of November, 2022.



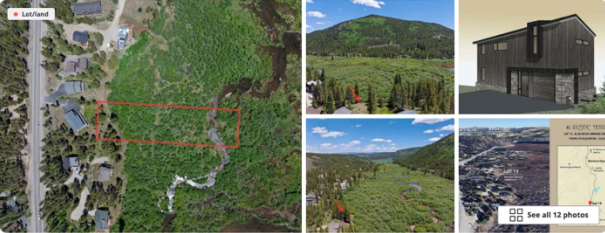
BY THE COURT:

A handwritten signature in blue ink, appearing to read "M. D. Thompson", written over a horizontal line.

Mark D. Thompson, District Judge

## EX. B Property Listing

Back to search Zillow Save Share Hide More



**\$549,000**  
16 Rustic Ter, Breckenridge, CO 80424

-- **0** **1.77**  
beds baths Acres

Unimproved Land Built in --- 1.77 Acres Lot  
\$-- Zestimate® \$--/sqft \$-- HOA

[Contact agent](#)

### What's special

UNINTERRUPTED VIEWS FOREVER PROTECTED VIEWS APPROVED DRIVEWAY EASEMENT  
BUILD-READY PARCEL RIVER ACCESS PRISTINE RIVER FRONTAGE SERENE NATURAL SETTING

UNINTERRUPTED VIEWS FOREVER PROTECTED VIEWS APPROVED DRIVEWAY EASEMENT  
BUILD-READY PARCEL RIVER ACCESS PRISTINE RIVER FRONTAGE SERENE NATURAL SETTING

[Contact agent](#)

This rare single-family lot offers the best of Breckenridge—just 3 miles from its historic Main Street and world class ski area yet tucked into a serene natural setting with over 125 feet of pristine river frontage. Adjoining 49 acres of permanently protected open space, this homesite guarantees uninterrupted views, privacy, and direct access to hiking, fishing, and the Blue River Tarn. Included with the purchase of this property is an architect-designed 2-bedroom, 1,550 sq ft Mountain Modern home by Allen-Guerra Architecture—an elegant vision of mountain living with a great bunk room and space for friends and family. Only final construction documents are needed before breaking ground as this property comes with a pending Planning & Zoning approval to address comments from the previous submission which will be finalized August 5th, 2025 and will be a precondition of closing. This is a unique opportunity to have a dream mountain home on 1.77 acres of land with forever protected views, river access and one of the most build-ready parcels available. The site also features rare public sewer access and an approved driveway easement.

[Hide](#)

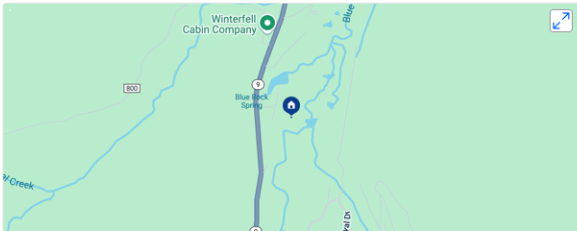
7 days on Zillow | 174 views | 4 saves

Zillow last checked: 1 hour ago

Listing updated: July 03, 2025 at 09:58am

Listed by: Jeff Moore (970)390-2269, Slifer Smith & Frampton R.E.

Source: Altitude Realtors, MLS#: S1059986 [IDX](#) Originating MLS: Summit Association of Realtors



Travel time

### Price history

Date	Event	Price
7/3/2025	Listed for sale	\$549,000 +188.9%
<small>Source: Altitude Realtors #S1059986 Report</small>		
12/16/2021	Sold	\$190,000 +2.7%
<small>Source: Altitude Realtors #S1022620 Report</small>		
12/3/2020	Pending sale	\$185,000
<small>Source: Sifer Smith &amp; Frampton R.E. #S1022620 Report</small>		
10/26/2020	Price change	\$185,000 +23.3%
<small>Source: Sifer Smith &amp; Frampton R.E. #S1022620 Report</small>		
10/10/2020	Listed for sale	\$150,000
<small>Source: Sifer Smith &amp; Frampton R.E. #S1022620 Report</small>		

### Public tax history

[https://www.zillow.com/homedetails/16-Rustic-Ter-Breckenridge-CO-80424/194063817\\_zpid/](https://www.zillow.com/homedetails/16-Rustic-Ter-Breckenridge-CO-80424/194063817_zpid/)



**Town of Blue River, Colorado**

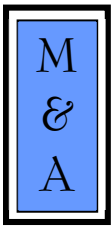
**Financial Statements**

**December 31, 2024**

**Town of Blue River  
Financial Statements  
December 31, 2024**

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# MCMAHAN AND ASSOCIATES, L.L.C.

*Certified Public Accountants and Consultants*

WEB SITE: [www.McMAHANCPA.COM](http://www.McMAHANCPA.COM)

MAIN OFFICE: (970) 845-8800

## INDEPENDENT AUDITOR'S REPORT

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

### Report on the Audit of the Financial Statements

#### ***Opinions***

We have audited the accompanying financial statements of the governmental activities and each major fund of Town of Blue River (the "Town"), as of and for the year ended December 31, 2024, which collectively comprise the Town's basic financial statements as listed in the Table of Contents, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Town of Blue River, as of December 31, 2024 and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

#### ***Basis for Opinions***

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

#### ***Emphasis-of-Matter***

As discussed in Note V.D. to the financial statements, the Town adopted Governmental Accounting Standards Board Statement No. 101, *Compensated Absences*, in 2024. Our opinion is not modified with respect to this matter.

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

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

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

*Member: American Institute of Certified Public Accountants*

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

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

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

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

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

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

***Required Supplementary Information***

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

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

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

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

***Supplementary Information***

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

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

*McMahan and Associates, L.L.C.*

**McMahan and Associates, L.L.C.**  
**Avon, Colorado**  
**July 2, 2025**

## **MANAGEMENT DISCUSSION AND ANALYSIS**



## Management Discussion and Analysis December 31, 2024

As management of the Town of Blue River, we offer readers of the Town of Blue River's financial statements, this narrative overview and analysis of the Town's financial activities for the year ended December 31, 2024. The intent of this discussion and analysis is to look at the Town's financial performance as a whole. Readers should also review the financial statements and the notes to the financial statements to broaden their understanding of the Town's financial performance.

### Financial Highlights

- The assets of the Town of Blue River exceeded the total of its liabilities and deferred inflows of resources at the close of the most recent fiscal year by **\$10,272,726** (*net position*). Of this amount, **\$6,029,945** represents unrestricted net position, which may be used to meet the government's ongoing obligations to citizens and creditors.
- The Town of Blue River's total net position increased **\$1,391,738** with revenues exceeding expenditures.
- At the close of the current fiscal year, the Town of Blue River's governmental funds reported combined fund balances of **\$6,357,250** an increase of **\$587,288** primarily due to an increase in overall revenues.

### Overview of the Financial Statements

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

### Government-wide Financial Statements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### Government-wide Overall Financial Analysis

As noted earlier, net position over time, may serve as a useful indicator of a government’s financial position. In the case of the Town of Blue River, assets exceeded liabilities and deferred inflows of resources by **\$10,272,726**, at the close of the most recent fiscal year.

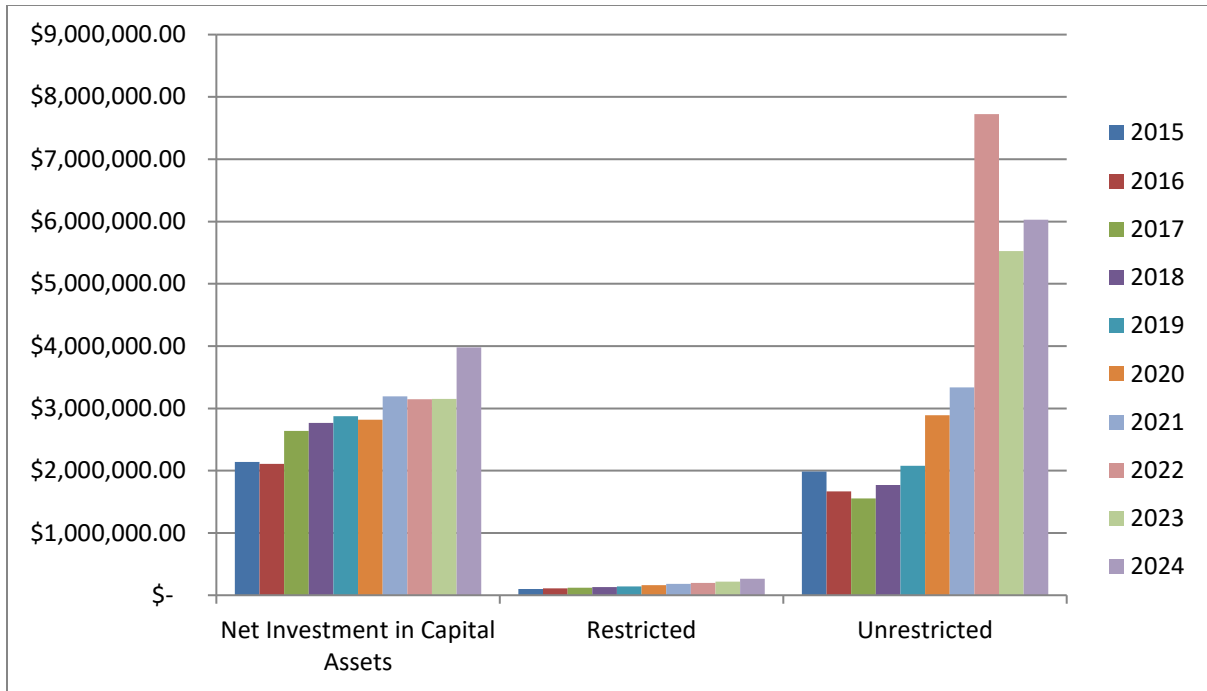
#### Town of Blue River’s Net Position

<b>Assets:</b>	<b>2024</b>	<b>2023</b>
Current and other assets	\$7,316,6011	\$6,718,388
Capital assets	3,989,149	3,164,850
<b>Total assets</b>	<b>11,305,160</b>	<b>9,883,238</b>
<b>Liabilities</b>		
Long-term liabilities	9,986	13,060
Other liabilities	151,636	106,211
<b>Total liabilities</b>	<b>161,622</b>	<b>119,271</b>
<b>Deferred inflow of resources:</b>		
Deferred revenue, other		53,777
Unavailable revenue-property taxes	870,812	818,682
<b>Total deferred inflow of resources</b>	<b>870,812</b>	<b>872,459</b>
<b>Net Position</b>		
Net investment in capital assets	3,979,163	3,151,790
Restricted	263,618	216,338
Unrestricted	6,029,945	5,523,380
<b>Total net position</b>	<b>10,272,726</b>	<b>8,891,508</b>

A portion of the Town of Blue River’s net position (39%) reflects its investment in capital assets (e.g. land, buildings, cisterns, vehicles, and roads). The Town of Blue River uses these capital assets to provide a variety of services to its citizens. Accordingly, these assets are not available for future spending.

An additional portion of the Town of Blue River’s net position (2.6%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of \$6,029,945 is unrestricted and may be used to meet the government’s ongoing obligations to its citizens and creditors.

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



The Town of Blue River’s overall net position increased **\$1,391,738** from the prior fiscal year. The reasons for this overall increase are discussed in the following sections for governmental activities.

## Town of Blue River's Changes in Net Position

Revenues:	2024	2023
<b>Program revenues:</b>		
General government	\$88,686	\$82,825
Judicial	37,394	25,418
Planning and zoning	109,295	130,448
Public works	45,348	65,126
<b>General revenues:</b>		
Property and specific ownership tax	904,559	718,161
Sales, lodging, and other tax	1,714,801	1,561,718
Franchise fees	86,403	83,380
Other income	467,055	172,018
<b>Total Revenue</b>	<b>3,183,236</b>	<b>2,547,412</b>
<b>Expenses:</b>		
Operating expenses:		
General government	867,316	860,682
Judicial	16,559	16,387
Planning and zoning	8,400	9,206
Public safety	438,656	309,082
Public works	745,365	696,543
<b>Total expenses</b>	<b>2,076,296</b>	<b>1,891,900</b>
<b>Change in net position</b>	<b>\$1,391,738</b>	<b>\$967,923</b>
<b>Net position, beginning of the year as restated</b>	<b>8,880,988</b>	<b>7,923,585</b>
<b>Net position, end of the year</b>	<b>10,272,726</b>	<b>\$8,891,508</b>

**Governmental Activities.** During the current fiscal year, net position for governmental activities increased by **\$1,391,738** from the prior fiscal year for an ending balance of **\$10,272,726**. The increase was due to an increase in revenues primarily from sales and lodging taxes.

### Financial Analysis of Governmental Funds

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

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

for a particular purpose by either an external party, the Town of Blue River itself, or a group or individual that has been delegated authority to assign resources for use for particular purposes by the Town of Blue River’s Trustees.

The general fund is the chief operating fund of the Town of Blue River. The end of the current fiscal year combined unassigned fund balance was \$6,081,672 while the total combined fund balance increased to \$6,357,250. Unassigned fund balance is available for spending at the Town’s discretion. The remainder of the combined fund balance is either restricted or assigned to indicate that it is 1) not spendable in form 11,960 and 2) restricted for particular purposes \$263,618.

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

**General Fund Budgetary Highlights**

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

<u>Revenue Source</u>	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Property, Sales, Lodging & Other Taxes	\$2,135,982	\$2,619,360	\$483,378
Licenses, Permits & Fees	\$536,963	\$830,393	\$293,430

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

**Capital Assets**

The Town of Blue River’s capital assets at December 31, 2024 is \$3,989,149, net of accumulated depreciation. This investment in capital assets includes land, buildings, cisterns, vehicles, park facilities, roads, and bridges. The total increase in capital assets for the current fiscal year was 26%.

Additional information as well as detailed classification of the Town’s net capital assets can be found in the notes to the financial statements on page D11.

**Long-term Debt**

At the end of the current fiscal year, the Town had total debt related to a capital lease and compensated absences in the amount of \$73,673.

Additional information of the Town’s long-term debt can be found in the notes to the financial statements starting on page D13.

**Next Year’s Budget**

The following economic factors currently affect the Town and were considered in developing the 2025 fiscal year budget.

- Building and construction in the Town of Blue River continues to be fairly unchanged looking into 2025 as the Town approaches build-out. Many permits will be for additions and remodels versus new construction.
- The number of homes participating in short-term rentals has increased slightly but has somewhat leveled off.
- The Town is planning a capital improvement road project for Spruce Creek Road as well as increase in overall road maintenance.
- The Town is 100% fully staffed with building, roads, and plowing all contracted out.

The Town's fund balance is \$6,357,250 beginning January 1, 2025 and provides a positive economic outlook for future potential considerations in expanded projects or capital improvements.

### **Request for Information**

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

**GOVERNMENT-WIDE FINANCIAL STATEMENTS**

**Town of Blue River  
Statement of Net Position  
December 31, 2024**

---

<b>Assets:</b>	
Cash and investments	6,239,830
Accounts receivable, taxes and fees, net	193,409
Property tax receivable	870,812
Prepaid expenses	11,960
Capital assets, net	3,989,149
<b>Total Assets</b>	<b>11,305,160</b>
 <b>Liabilities:</b>	
Accounts payable and accrued liabilities	47,149
Accrued compensated absences:	
Due within one year	63,687
Deferred revenue, other	40,800
Long-term liabilities:	
Due within one year	3,197
Due in more than one year	6,789
<b>Total Liabilities</b>	<b>161,622</b>
 <b>Deferred Inflow of Resources:</b>	
Unavailable property tax revenue	870,812
<b>Total Deferred Inflow of Resources</b>	<b>870,812</b>
 <b>Net Position:</b>	
Net investment in capital assets	3,979,163
Restricted for emergencies	102,000
Restricted for conservation trust fund	161,618
Unrestricted	6,029,945
<b>Total Net Position</b>	<b>10,272,726</b>

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

**Town of Blue River  
Statement of Activities  
For the Year Ended December 31, 2024**

Functions/Programs	Expenses	Program Revenues		Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions		Total Governmental Activities
<b>Governmental Activities:</b>					
General government	867,316	88,686	-	-	(778,630)
Judicial	16,559	37,394	4,075	-	24,910
Planning and zoning	8,400	109,295	-	-	100,895
Public safety	438,656	-	-	-	(438,656)
Public works	745,365	45,348	-	-	(700,017)
<b>Total Governmental Activities</b>	2,076,296	280,723	4,075	-	(1,791,498)
		<b>General revenues:</b>			
		Property and specific ownership tax			904,559
		Sales, lodging and other taxes			1,714,801
		Intergovernmental revenues			86,403
		Contributions and grants			10,418
		Investment income			293,895
		Other revenue			173,160
		<b>Total General Revenues</b>			3,183,236
		<b>Change in Net Position</b>			1,391,738
		<b>Net Position - Beginning (as restated)</b>			8,880,988
		<b>Net Position - Ending</b>			10,272,726

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

**FUND FINANCIAL STATEMENTS**

**Town of Blue River  
Balance Sheet  
Governmental Funds  
December 31, 2024**

	<b>General</b>	<b>Conservation Trust</b>	<b>Total Governmental Funds</b>
<b>Assets:</b>			
Cash and investments	6,078,212	161,618	6,239,830
Accounts receivable, taxes and fees	193,409	-	193,409
Property tax receivable	870,812	-	870,812
Prepaid expenses	11,960	-	11,960
<b>Total Assets</b>	<u>7,154,393</u>	<u>161,618</u>	<u>7,316,011</u>
<b>Liabilities:</b>			
Accounts payable and accrued liabilities	47,149	-	47,149
Deferred revenue, other	40,800	-	40,800
<b>Total Liabilities</b>	<u>87,949</u>	<u>-</u>	<u>87,949</u>
<b>Deferred Inflow of Resources:</b>			
Unavailable property tax revenue	870,812	-	870,812
<b>Total Deferred Inflow of Resources</b>	<u>870,812</u>	<u>-</u>	<u>870,812</u>
<b>Fund Balances:</b>			
Non-spendable, prepaid	11,960	-	11,960
Restricted for emergencies	102,000	-	102,000
Restricted for conservation trust fund	-	161,618	161,618
Unassigned	6,081,672	-	6,081,672
<b>Total Fund Balances</b>	<u>6,195,632</u>	<u>161,618</u>	<u>6,357,250</u>
<b>Total Deferred Inflow of Resources Liabilities, and Fund Balances</b>	<u>7,154,393</u>	<u>161,618</u>	

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

Capital assets used in governmental activities are not current financial resources and, therefore, are not reported in the funds.	3,989,149
Long-term liabilities are not due and payable in the current period, and therefore, are not reported on the funds.	<u>(73,673)</u>
<b>Net Position of Governmental Activities</b>	<u>10,272,726</u>

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

**Town of Blue River**  
**Statement of Revenues, Expenditures and Changes in Fund Balances**  
**Governmental Funds**  
**For the Year Ended December 31, 2024**

	<u>General</u>	<u>Conservation Trust</u>	<u>Total Governmental Funds</u>
<b>Revenues:</b>			
Taxes	2,619,360	-	2,619,360
Intergovernmental	90,478	10,418	100,896
Licenses and permits	197,981	-	197,981
Charges for services	45,348	-	45,348
Fines and fees	37,394	-	37,394
Miscellaneous revenues	459,192	7,862	467,054
<b>Total Revenues</b>	<u>3,449,753</u>	<u>18,280</u>	<u>3,468,033</u>
<b>Expenditures:</b>			
General government	1,678,839	-	1,678,839
Judicial	16,559	-	16,559
Planning and zoning	8,400	-	8,400
Public safety	408,959	-	408,959
Public works	767,988	-	767,988
<b>Total Expenditures</b>	<u>2,880,745</u>	<u>-</u>	<u>2,880,745</u>
<b>Net Change in Fund Balance</b>	569,008	18,280	587,288
<b>Fund Balances - Beginning</b>	<u>5,626,624</u>	<u>143,338</u>	<u>5,769,962</u>
<b>Fund Balances - Ending</b>	<u><u>6,195,632</u></u>	<u><u>161,618</u></u>	<u><u>6,357,250</u></u>

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

**Town of Blue River**  
**Reconciliation of the Statement of Revenues, Expenditures**  
**and Changes in Fund Balances of Governmental Funds**  
**To the Statement of Activities**  
**For the Year Ended December 31, 2024**

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**Net Change in Fund Balances of Governmental Funds** 587,288

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

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

	Capital outlay	946,552
	Depreciation	<u>(103,751)</u>
		842,801

Long term capital assets which are not fully depreciated are routinely retired. Because no sale transaction has occurred, no current resources are recorded which offset the book value of the assets retired. This is the total book value of capital assets retired during the year that were not fully depreciated.

(18,501)

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

3,074

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

	Change in compensated absences	<u>(22,924)</u>
		(22,924)

**Change in Net Position of Governmental Activities** 1,391,738

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

**NOTES TO THE FINANCIAL STATEMENTS**

**Town of Blue River, Colorado**  
**Notes to the Financial Statements**  
**December 31, 2024**

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**I. Summary of Significant Accounting Policies**

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

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

**A. Reporting Entity**

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

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

**B. Government-wide Financial Statements**

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

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

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

**Town of Blue River, Colorado**  
**Notes to the Financial Statements**  
**December 31, 2024**  
**(continued)**

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

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

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

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

**C. Fund Financial Statements**

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

The Town reports the following governmental funds:

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

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

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

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

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

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

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

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

**Town of Blue River, Colorado**  
**Notes to the Financial Statements**  
**December 31, 2024**  
**(continued)**

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

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

**3. Financial Statement Presentation**

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

**E. Financial Statement Accounts**

**1. Cash and Cash Equivalents**

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

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

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

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

**2. Receivables**

Receivables are reported net of an allowance for uncollectible accounts. The Town uses the allowance method for recognizing the potential uncollectibility of delinquent accounts receivable. No allowance is recorded at December 31, 2024, as all accounts are considered to be collectible.

**3. Property Taxes**

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

**Town of Blue River, Colorado**  
**Notes to the Financial Statements**  
**December 31, 2024**  
**(continued)**

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

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

**4. Capital Assets**

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

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

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

**5. Compensated Absences**

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

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

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

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

**Town of Blue River, Colorado**  
**Notes to the Financial Statements**  
**December 31, 2024**  
**(continued)**

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

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

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

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/ expenditure) until then. The Town doesn't have any items that qualify for reporting in this category at December 31, 2024.

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

**8. Fund Balances**

The Town classifies governmental fund balances as follows:

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

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

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

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

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

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

**Town of Blue River, Colorado**  
**Notes to the Financial Statements**  
**December 31, 2024**  
**(continued)**

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

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

**9. Net Position**

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

**F. Use of Estimates**

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

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

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

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

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

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

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

**A. Budgetary Information**

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

The Town followed the required timetable noted on the following page in preparing, approving, and enacting its budget for 2024.

**Town of Blue River, Colorado**  
**Notes to the Financial Statements**  
**December 31, 2024**  
**(continued)**

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

**A. Budgetary Information (continued)**

1. For the 2024 budget year, prior to August 25, 2023, the County Assessor sent to the Town an assessed valuation of all taxable property within the Town's boundaries. The County Assessor may change the assessed valuation on or before December 15, 2023, only once by a single notification to the Town.
2. The Mayor, or other qualified person appointed by the Council, submitted to the Council, on or before October 15, 2023, a recommended budget which detailed the necessary property taxes needed along with other available revenues to meet the Town's operating requirements.
3. Prior to December 15, 2023, a public hearing was held for the budget, the Council certified to the County Commissioners a levy rate that derived the necessary property taxes as computed in the proposed budget, and the Council adopted the proposed budget and an appropriating resolution that legally appropriated expenditures for the upcoming year.
4. After a required publication of "Notice of Proposed Budget", the Town adopted the proposed budget and a resolution that legally appropriated expenditures for the upcoming year.
5. After adoption of the budget resolution, the Town may make the following changes: a) it may transfer appropriated money between funds; b) it may approve supplemental appropriations to the extent of revenues in excess of estimated revenues in the budget; c) it may approve emergency appropriations, and d) it may reduce appropriations for which originally estimated revenues are insufficient.

Taxes levied in one year are collected in the succeeding year. Thus, taxes certified in 2023 were collected in 2024 and taxes certified in 2024 will be collected in 2025. Taxes are due on January 1st in the year of collection; however, they may be paid in either one installment (no later than April 30th) or two equal installments (not later than February 28th and June 15th) without interest or penalty. Taxes that are not paid within the prescribed time bear interest at the rate of one percent (1%) per month until paid. Unpaid amounts and the accrued interest thereon become delinquent on June 16th.

For the year ended December 31, 2024, the Town's General Fund exceeded appropriations by \$128,844, which may be a violation of State Statutes.

**B. TABOR Amendment**

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

**Town of Blue River, Colorado**  
**Notes to the Financial Statements**  
**December 31, 2024**  
**(continued)**

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

**B. TABOR Amendment (continued)**

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

TABOR also requires local governments to establish an emergency reserve to be used for declared emergencies only. Emergencies, as defined by TABOR, exclude economic conditions, revenue shortfalls, or salary or fringe benefit increases. The reserve is calculated at 3% of fiscal year spending. Fiscal year spending excludes bonded debt service and enterprise spending. The Town has reserved \$102,000 for TABOR, which is the approximate required reserve at December 31, 2024.

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

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

**IV. Detailed Notes on All Funds**

**A. Deposits and Investments**

The Town's deposits are entirely covered by the Federal Deposit Insurance Corporation ("FDIC") or by collateral held under Colorado's Public Deposit Protection Act ("PDPA"). The FDIC insures the first \$250,000 of the Town's deposits at each financial institution. Deposit balances over \$250,000 are collateralized as required by PDPA. The carrying amount of the Town's cash was \$2,844,845 at year end. The Town had the following cash and investments with the following maturities at December 31, 2024:

*Fair Value of Investments*

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

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

**Town of Blue River, Colorado**  
**Notes to the Financial Statements**  
**December 31, 2024**  
**(continued)**

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

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

At December 31, 2024, the Town had the following recurring fair value measurements:

<u>Investments Measured at Net Asset Value</u>	<u>Fair Value Measurements Using</u>
Colotrust	3,394,852
<u>Investments Measured at Amortized Cost</u>	
Csafe	133

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

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

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

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

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

	<u>Standard &amp; Poors rating</u>	<u>Carrying amounts</u>	<u>Maturities</u>	
			<u>Less than one year</u>	<u>More than one year</u>
<b>Deposits:</b>				
Petty cash	Not rated	250	250	-
Checking	Not rated	1,364,933	1,364,933	-
Savings	Not rated	1,479,662	1,479,662	-
<b>Total deposits</b>		<b>2,844,845</b>	<b>2,844,845</b>	<b>-</b>
<b>Investments:</b>				
Investment pools	AAAm	3,394,985	3,394,985	-
<b>Total investments</b>		<b>3,394,985</b>	<b>3,394,985</b>	<b>-</b>
<b>Total cash and investments</b>		<b>6,239,830</b>	<b>6,239,830</b>	<b>-</b>

**Town of Blue River, Colorado**  
**Notes to the Financial Statements**  
**December 31, 2024**  
**(continued)**

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

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

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

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

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

**B. Receivables**

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

Receivables:	
Property tax	870,812
Accounts	193,409
Gross receivables	<u>1,064,221</u>
Less: allowance for uncollectibles	-
Net receivables	<u><u>1,064,221</u></u>

**Town of Blue River, Colorado**  
**Notes to the Financial Statements**  
**December 31, 2024**  
**(continued)**

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

**C. Capital Assets**

Capital asset activity for the year ended December 31, 2024 was as follows:

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>
<b>Governmental activities:</b>				
Capital assets, not being depreciated:				
Land	231,135	859,408	-	1,090,543
Total capital assets, not being depreciated	<u>231,135</u>	<u>859,408</u>	<u>-</u>	<u>1,090,543</u>
Capital assets, being depreciated and amortized:				
Infrastructure	2,432,276	76,433	-	2,508,709
Buildings and improvements	1,189,337	10,711	-	1,200,048
Park improvements	44,882	-	-	44,882
Leased assets	16,011	-	-	16,011
Furniture, vehicles and equipment	357,888	-	(78,340)	279,548
Total capital assets, being depreciated and amortized	<u>4,040,394</u>	<u>87,144</u>	<u>(78,340)</u>	<u>4,049,198</u>
Less accumulated depreciation and amortization for:				
Infrastructure	(526,101)	(53,810)	-	(579,911)
Buildings and improvements	(276,150)	(29,733)	-	(305,883)
Park improvements	(28,052)	(2,244)	-	(30,296)
Leased assets	(3,202)	(4,804)	-	(8,006)
Furniture, vehicles and equipment	(273,174)	(13,160)	59,838	(226,496)
Total accumulated depreciation and amortization	<u>(1,106,679)</u>	<u>(103,751)</u>	<u>59,838</u>	<u>(1,150,592)</u>
Total capital assets, being depreciated and amortized, net	<u>2,933,715</u>	<u>(16,607)</u>	<u>(18,502)</u>	<u>2,898,606</u>
<b>Governmental activities capital assets, net</b>	<u>3,164,850</u>	<u>842,801</u>	<u>(18,502)</u>	<u>3,989,149</u>

The Town had capital outlay expenditures and depreciation expense for 2024 as follows:

	<u>Depreciation &amp; Amortization Expense</u>	<u>Capital Outlay</u>
<b>Governmental activities:</b>		
General government	48,654	870,118
Public safety	1,287	-
Public works	53,810	76,434
<b>Total</b>	<u>103,751</u>	<u>946,552</u>

**Town of Blue River, Colorado**  
**Notes to the Financial Statements**  
**December 31, 2024**  
**(continued)**

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

**D. Long-term Liabilities**

**1. Financed purchase**

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

Future lease payments for the Town are as follows:

	<b>Lease Payable</b>		
	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2025	3,197	340	3,537
2026	3,327	210	3,537
2027	3,462	75	3,537
<b>Total</b>	9,986	625	10,611

Interest expense, as functionally allocated, for the year ended December 31, 2024 is:

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

The net book value of the assets acquired through a lease is computed as follows at December 31, 2024:

Copier	16,011
Less: accumulated depreciation	(8,006)
	<b>8,005</b>

**Town of Blue River, Colorado**  
**Notes to the Financial Statements**  
**December 31, 2024**  
**(continued)**

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

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

**2. Accrued Compensated Absences**

Town employees accumulate paid time off (“PTO”) based upon their length of employment. All employees are encouraged to use their PTO within the year it is earned. Unused accumulated PTO is payable to employees upon termination, subject to certain maximum limits. Therefore, a liability for unused paid time off is shown on the Town’s government-wide financial statements. The Town also estimates how much sick leave is more likely than not to be used as paid leave and recognizes that portion as a liability for compensated absences.

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

Long-term liability activity for the year ended December 31, 2024, was as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
<b>Governmental Activities:</b>					
Accrued compensated absences	40,764	22,923	-	63,687	63,687
Leased copier	13,060	-	(3,074)	9,986	3,197
<b>Total governmental activities long-term liabilities</b>	<u>53,824</u>	<u>22,923</u>	<u>(3,074)</u>	<u>73,673</u>	<u>66,884</u>

These liabilities are generally liquidated by the General Fund.

**V. Other Information**

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

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

During the year ended December 31, 2024, there was \$10,462 in benefits deferred at the request of the plan participants and remitted to the trustee on their behalf.

**Town of Blue River, Colorado**  
**Notes to the Financial Statements**  
**December 31, 2024**  
**(continued)**

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**V. Other Information (continued)**

**B. Risk Management**

**1. Colorado Intergovernmental Risk Sharing Agency**

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

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

While the Town may be liable for any losses in excess of this coverage, the Town does not anticipate such losses at December 31, 2024. The deductible amount paid by the Town for each incident in 2024 was \$1,000. All settlements for the year-ended December 31, 2024 were under the maximum coverage allowed.

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

CIRSA's combined financial information for the year ended December 31, 2024, is summarized as follows:

<b>Assets:</b>	
Cash and investments	50,094,163
Other assets	54,772,731
<b>Total Assets</b>	<b>104,866,894</b>
<b>Total liabilities</b>	<b>67,056,273</b>
<b>Net position</b>	<b>37,810,621</b>
Total Revenues	55,696,415
Total Expenses	(51,954,991)
<b>Change in Net Position</b>	<b>3,741,424</b>

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

**Town of Blue River, Colorado**  
**Notes to the Financial Statements**  
**December 31, 2024**  
**(continued)**

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**V. Other Information (continued)**

**B. Risk Management (continued)**

**2. Workers' Compensation**

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

**C. Commitments and Contingencies**

During the normal course of business, the Town may incur claims and other assertions against it from various agencies and individuals. Management of the Town and their legal representatives are not aware of any claims or assertions that would affect the fairness of the presentation of the financial statements at December 31, 2024.

**D. Implementation of Accounting Standard**

Effective January 1, 2024, the Town implemented Governmental Accounting Standards Board Statements No. 101, *Compensated Absences* ("GASB 101"). The Standard requires entities to recognize a liability for all forms of compensated absences, including those that are not paid upon an employee's separation from service, such as sick leave. The standard requires entities to estimate the compensated absence liability based on historical data regarding the accumulation and forfeiture of leave balances rather than solely on termination payouts.

The Town applied GASB 101 retroactively by restating the beginning governmental activities net position as of January 1, 2024. The adoption of this standard resulted in a decrease of \$10,520 in the beginning governmental activities net position as of January 1, 2024.

**REQUIRED SUPPLEMENTARY INFORMATION**

**Town of Blue River**  
**Schedule of Revenues, Expenditures and Changes in Fund Balance**  
**Budget and Actual - General Fund**  
**For the Year Ended December 31, 2024**

	<u>Original and Final Budget</u>	<u>Actual</u>	<u>Final Budget Variance Positive (Negative)</u>
<b>Revenues:</b>			
<b>Taxes:</b>			
General property taxes	819,182	870,020	50,838
Specific ownership taxes	25,000	33,145	8,145
General sales taxes	900,000	1,166,748	266,748
Selective use taxes:			
Lodging taxes	320,000	466,481	146,481
Cigarette taxes	1,000	1,329	329
Franchise taxes	70,000	80,244	10,244
Interest on delinquent taxes	800	1,393	593
<b>Total - Taxes</b>	<u>2,135,982</u>	<u>2,619,360</u>	<u>483,378</u>
<b>Intergovernmental:</b>			
Road and bridge mill levy	24,000	15,606	(8,394)
Motor vehicle license fees	8,000	15,616	7,616
Highway users taxes	48,363	55,181	6,818
Grants, other	55,000	4,075	(50,925)
<b>Total - Intergovernmental</b>	<u>135,363</u>	<u>90,478</u>	<u>(44,885)</u>
<b>Licenses and permits:</b>			
Building permits	80,700	109,295	28,595
Boat permits	7,000	7,903	903
Business and lodging tax licenses	80,000	80,783	783
<b>Total - Licenses and permits</b>	<u>167,700</u>	<u>197,981</u>	<u>30,281</u>
<b>Charges for services:</b>			
Defensible space income from homeowners	70,000	45,348	(24,652)
<b>Total - charges for services</b>	<u>70,000</u>	<u>45,348</u>	<u>(24,652)</u>
<b>Fines and fees:</b>			
Municipal court fees and fines	27,900	37,394	9,494
<b>Total - Fines and fees</b>	<u>27,900</u>	<u>37,394</u>	<u>9,494</u>
<b>Miscellaneous revenues:</b>			
Interest	75,000	286,034	211,034
Other	61,000	173,158	112,158
<b>Total - Miscellaneous revenues</b>	<u>136,000</u>	<u>459,192</u>	<u>323,192</u>
<b>Total Revenues</b>	<u>2,672,945</u>	<u>3,449,753</u>	<u>776,808</u>

**Town of Blue River**  
**Schedule of Revenues, Expenditures and Changes in Fund Balance**  
**Budget and Actual - General Fund**  
**For the Year Ended December 31, 2024**  
**(continued)**

	<b>Original and Final Budget</b>	<b>Actual</b>	<b>Final Budget Variance Positive (Negative)</b>
<b>Expenditures:</b>			
<b>General government:</b>			
Personnel expenses	347,072	429,858	(82,786)
Professional services	101,500	77,074	24,426
Technology	185,000	105,174	79,826
Utilities	33,200	26,182	7,018
Supplies, postage and printing	8,050	6,772	1,278
Insurance	55,000	68,262	(13,262)
Treasurer's fees	18,000	16,314	1,686
Charitable contributions and scholarships	55,000	20,540	34,460
Meetings, trainings and travel	21,000	9,519	11,481
Repairs & maintenance	7,500	8,935	(1,435)
Elections	15,000	16,190	(1,190)
Miscellaneous expense	23,630	23,901	(271)
Capital outlay	100,000	870,118	(770,118)
<b>Total - General government</b>	<b>969,952</b>	<b>1,678,839</b>	<b>(708,887)</b>
<b>Judicial:</b>			
Personnel expenses	16,100	16,100	-
Miscellaneous expense	500	459	41
<b>Total - Judicial</b>	<b>16,600</b>	<b>16,559</b>	<b>41</b>
<b>Planning and zoning:</b>			
Personnel expenses	8,400	8,400	-
<b>Total - Planning and zoning</b>	<b>8,400</b>	<b>8,400</b>	<b>-</b>
<b>Public safety:</b>			
Personnel expenses	304,080	324,019	(19,939)
Supplies and fuel	27,000	16,080	10,920
Repairs & maintenance	14,000	9,950	4,050
Communication	40,000	45,607	(5,607)
Miscellaneous expense	19,000	13,303	5,697
Capital outlay	30,000	-	30,000
<b>Total - Public safety</b>	<b>434,080</b>	<b>408,959</b>	<b>25,121</b>
<b>Public works:</b>			
Utilities	2,600	2,362	238
Snow removal	245,000	212,311	32,689
Street maintenance	312,000	312,038	(38)
Miscellaneous expense	76,150	17,092	59,058
Defensible space expense	120,000	48,716	71,284
Professional services	88,600	84,884	3,716
Repairs & maintenance	28,000	5,263	22,737
Park maintenance	4,000	8,889	(4,889)
Capital outlay	-	76,433	(76,433)
<b>Total - Public works</b>	<b>876,350</b>	<b>767,988</b>	<b>108,362</b>
<b>Total Expenditures</b>	<b>2,305,382</b>	<b>2,880,745</b>	<b>(575,363)</b>
<b>Net Change in Fund Balance</b>	<b>367,563</b>	<b>569,008</b>	<b>1,352,171</b>
<b>Fund Balance - Beginning</b>	<b>6,624,160</b>	<b>5,626,624</b>	<b>(997,536)</b>
<b>Fund Balance - Ending</b>	<b>6,991,723</b>	<b>6,195,632</b>	<b>354,635</b>

**Town of Blue River**  
**Schedule of Revenues, Expenditures and Changes in Fund Balance**  
**Budget and Actual - Conservation Trust Fund**  
**For the Year Ended December 31, 2024**

	<u>Original and Final Budget</u>	<u>Actual</u>	<u>Final Budget Variance Positive (Negative)</u>
<b>Revenues:</b>			
Intergovernmental: State lottery revenue	8,500	10,418	1,918
Interest	2,500	7,862	5,362
<b>Total Revenues</b>	<u>11,000</u>	<u>18,280</u>	<u>7,280</u>
<b>Expenditures:</b>			
Capital improvements	16,000	-	16,000
<b>Total Expenditures</b>	<u>16,000</u>	<u>-</u>	<u>16,000</u>
<b>Excess (Deficiency) of Revenues Over Expenditures</b>	<u>(5,000)</u>	<u>18,280</u>	<u>23,280</u>
<b>Fund Balance - Beginning</b>	<u>129,456</u>	<u>143,338</u>	<u>13,882</u>
<b>Fund Balance - Ending</b>	<u><u>124,456</u></u>	<u><u>161,618</u></u>	<u><u>37,162</u></u>

**SUPPLEMENTARY INFORMATION**

<b>LOCAL HIGHWAY FINANCE REPORT</b>	STATE: <b>COLORADO</b>
	YEAR ENDING (mm/yy): 12/24

This Information From The Records Of: <b>Town of Blue River</b>	Prepared By: <b>Michelle Eddy</b>
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**I. DISPOSITION OF HIGHWAY-USER REVENUES AVAILABLE FOR LOCAL GOVERNMENT EXPENDITURE**

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

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

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

ITEM	AMOUNT	ITEM	AMOUNT
<b>A. Receipts from local sources:</b>		<b>A. Local highway expenditures:</b>	
1. Local highway-user taxes		1. Capital outlay (from page 2)	\$ 76,433.25
a. Motor Fuel (from Item I.A.5.)		2. Maintenance:	\$ 294,052.75
b. Motor Vehicle (from Item I.B.5.)		3. Road and street services:	
c. Total (a.+b.)		a. Traffic control operations	\$ -
2. General fund appropriations		b. Snow and ice removal	\$ 212,311.39
3. Other local imposts (from page 2)	\$ 196,882.27	c. Other	
4. Miscellaneous local receipts (from page 2)	\$ 329,567.47	d. Total (a. through c.)	\$ 212,311.39
5. Transfers from toll facilities		4. General administration & miscellaneous	
6. Proceeds of sale of bonds and notes:		5. Highway law enforcement and safety	
a. Bonds - Original Issues		6. Total (1 through 5)	\$ 582,797.39
b. Bonds - Refunding Issues		<b>B. Debt service on local obligations:</b>	
c. Notes		1. Bonds:	
d. Total (a. + b. + c.)	\$ -	a. Interest	
7. Total (1 through 6)	\$ 526,449.74	b. Redemption	
<b>B. Private Contributions</b>		c. Total (a. + b.)	\$ -
<b>C. Receipts from State government</b> (from page 2)	\$ 66,279.60	2. Notes:	
<b>D. Receipts from Federal Government</b> (from page 2)	\$ -	a. Interest	
<b>E. Total receipts (A.7 + B + C + D)</b>	\$ 592,729.34	b. Redemption	
		c. Total (a. + b.)	\$ -
		3. Total (1.c + 2.c)	\$ -
		<b>C. Payments to State for highways</b>	
		<b>D. Payments to toll facilities</b>	
		<b>E. Total expenditures (A.6 + B.3 + C + D)</b>	\$ 582,797.39

**IV. LOCAL HIGHWAY DEBT STATUS**

*(Show all entries at par)*

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

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

	A. Beginning Balance	B. Total Receipts	C. Total Disbursements	D. Ending Balance	E. Reconciliation
	\$ -	\$ 592,729.34	\$ 582,797.39	\$ -	\$ 9,931.95

**Notes and Comments:**

**LOCAL HIGHWAY FINANCE REPORT**

STATE:  
**COLORADO**  
 YEAR ENDING (mm/yy):  
 12/24

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

ITEM	AMOUNT	ITEM	AMOUNT
<b>A.3. Other local imposts:</b>		<b>A.4. Miscellaneous local receipts:</b>	
a. Property Taxes and Assessments	\$ 163,737.00	a. Interest on investments	\$ 293,894.64
b. Other local imposts:		b. Traffic Fines & Penalties	\$ 34,527.83
1. Sales Taxes		c. Parking Garage Fees	
2. Infrastructure & Impact Fees		d. Parking Meter Fees	
3. Liens		e. Sale of Surplus Property	
4. Licenses		f. Charges for Services	\$ 1,145.00
5. Specific Ownership &/or Other	\$ 33,145.27	g. Other Misc. Receipts	
6. Total (1. through 5.)	\$ 33,145.27	h. Other	
c. Total (a. + b.)	\$ 196,882.27	i. Total (a. through h.)	\$ 329,567.47
<i>(Carry forward to page 1)</i>		<i>(Carry forward to page 1)</i>	

ITEM	AMOUNT	ITEM	AMOUNT
<b>C. Receipts from State Government</b>		<b>D. Receipts from Federal Government</b>	
1. Highway-user taxes (from Item I.C.5.)	\$ 50,663.79	1. FHWA (from Item I.D.5.)	
2. State general funds		2. Other Federal agencies:	
3. Other State funds:		a. Forest Service	
a. State bond proceeds		b. FEMA	
b. Project Match		c. HUD	
c. Motor Vehicle Registrations	\$ 15,615.81	d. Federal Transit Administration	
d. DOLA Grant		e. U.S. Corps of Engineers	
e. Other		f. Other Federal ARPA	
f. Total (a. through e.)	\$ 15,615.81	g. Total (a. through f.)	\$ -
4. Total (1. + 2. + 3.f)	\$ 66,279.60	3. Total (1. + 2.g)	\$ -
<i>(Carry forward to page 1)</i>		<i>(Carry forward to page 1)</i>	

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

	ON NATIONAL HIGHWAY SYSTEM (a)	OFF NATIONAL HIGHWAY SYSTEM (b)	TOTAL (c)
<b>A.1. Capital outlay:</b>			
a. Right-Of-Way Costs			\$ -
b. Engineering Costs		\$ 76,433.25	\$ 76,433.25
c. Construction:			
(1). New Facilities			\$ -
(2). Capacity Improvements			\$ -
(3). System Preservation			\$ -
(4). System Enhancement And Operation			\$ -
(5). Total Construction (1)+(2)+(3)+(4)	\$ -	\$ -	\$ -
d. Total Capital Outlay (Lines 1.a. + 1.b. + 1.c.4)	\$ -	\$ 76,433.25	\$ 76,433.25
<i>(Carry forward to page 1)</i>			

Notes and Comments:

**TOWN OF BLUE RIVER, COLORADO**

**ORDINANCE NO. 2025-09**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF  
BLUE RIVER, COLORADO, ADDING A NEW ARTICLE V IN  
CHAPTER 6 OF THE BLUE RIVER MUNICIPAL CODE ENTITLED  
ALCOHOLIC BEVERAGES**

**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**, pursuant to Section 31-15-501, C.R.S., the Town has the authority to license, regulate, and tax businesses within the limits of the Town; and

**WHEREAS**, pursuant to Title 44, Articles 3 and 4, C.R.S., the Town has the authority to establish a local licensing authority for the purpose of licensing, concurrent with the State of Colorado, establishments serving and selling vinous and spiritous liquors and fermented malt beverages; and

**WHEREAS**, the Town desires to add a new Article V to Chapter 6 of the Blue River Municipal Code to address the licensing and regulation of establishments serving and selling such vinous and spiritous liquors and fermented malt beverages as set forth herein.

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

**Section 1. Addition of new Article V to Chapter 6 of the Blue River Municipal Code.** Chapter 6 of the Blue River Municipal Code, entitled “Business Licenses and Regulations,” is hereby amended by the addition of a new Article V to read as follows in its entirety:

**ARTICLE V Alcoholic Beverages**

**Sec. 6-5-10. - Definitions.**

(a) As used in this Article, unless the context otherwise requires:

*Authority* means the local licensing authority as defined in Sections 44-3-103 and 44-4-103, C.R.S., and as assigned authorities, duties and responsibilities in Articles 3 and 4 of Title 44, C.R.S. and this Article.

*Colorado Beer and Wine Code* means the provisions of Article 4 of Title 44, C.R.S., and state regulations adopted pursuant thereto, as may be amended from time to time.

*Colorado Liquor Code* means the provisions of Article 3 of Title 44, C.R.S., and state regulations adopted pursuant thereto as may be amended from time to time.

*Licensing process* means the acceptance and processing to final determination of applications submitted to the Town in accordance with the requirements of the state liquor laws and this Article.

*Retail license* means a license to sell malt, vinous or spirituous liquors pursuant to the state liquor laws and this Article.

*Retail licensee* or *licensee* means the holder of a license to sell malt, vinous or spirituous liquors pursuant to the state liquor laws and this Article.

*State liquor laws* means the Colorado Liquor Code and Colorado Beer and Wine Code as may be amended from time to time.

- (b) All other terms shall be defined as set forth in the provisions of the state liquor laws, as the definitions presently exist or may hereafter be amended.

**Sec. 6-5-20. - Local Licensing Authority.**

The Board of Trustees shall be and act as the Authority of the Town and shall have all of the powers and duties of a local licensing authority as provided by the state liquor laws.

**Sec. 6-5-30. -State liquor laws govern.**

The processing of all applications for a retail license or renewals or amendments thereto and any other permit or application addressed in the state liquor laws, and any procedure for imposing sanctions for violations of this Article or state liquor laws, shall be in accordance with state liquor laws.

**Sec. 6-5-40. -Duties of Town Clerk.**

- (a) The Town Clerk shall receive and process all applications required under state liquor laws to be directed to the Authority, to include applications for new licenses, renewals, license transfers and amendments, and shall issue all licenses granted administratively as set forth herein or by the Authority upon payment of fees required and upon approval of the state licensing authority.
- (b) The Town Clerk shall assist all applicants and licensees in the licensing process, maintain adequate records of all licenses and applications therefor and serve as the official secretary and staff liaison to the Authority, to include providing necessary notice and keeping minutes or recordings of all meetings as required by state law.

- (c) The Town Clerk may adopt such administrative procedures, rules and regulations as necessary or convenient to implement the provisions of this Article consistent with this Article and the state liquor laws.
- (d) The Town Clerk may determine whether to grant or approve the following licensing matters administratively under this Article and state liquor laws. If there have been no violations of the state liquor laws or any applicable Town ordinance during the preceding twelve (12) months, and the Town Clerk is of the opinion that there is no other negative or concerning information regarding the applicant or licensee, the Town Clerk may administratively approve the following applications:
  - (1) New license;
  - (2) Renewal;
  - (3) Transfer of ownership;
  - (4) Change of corporate status;
  - (5) Change of location;
  - (6) Amendments to the application/license such as manager registration or change of manager and change of trade name; and
  - (7) Special event permit pursuant to C.R.S. § 44-5-101, *et seq.*, provided that the following conditions are satisfied, and further provided that the Town Clerk may refer any special event permit application to the Authority in the Town Clerk's sole discretion:
    - a. The event is a repeat of an event for which the applicant has previously received approval from the authority in the preceding twelve (12) months;
    - b. The applicant has no pending liquor licensing violations, and has had no liquor licensing violations within the preceding twelve (12) months; and
    - c. No person has filed a written objection to said permit.
- (e) The Town Clerk may refer to the Authority for a decision regarding any administrative application as set forth in subsection (d) when, as determined in the discretion of the Town Clerk, the public interest would be best served by the determination of the matter by the Authority.
- (f) Administrative applications denied by the Town Clerk may be appealed to the Authority. Appeals must be submitted in writing to the Town Clerk within ten (10) days of denial and may include a request for a hearing. Appeals to the Authority will be decided *de novo*.

**Sec. 6-5-50. – Town liquor license required; display.**

- (a) No person shall sell alcohol beverages at retail within the Town except pursuant to and in compliance with this Code and the state liquor laws and any legally placed conditions on any license.
- (b) Once a temporary or permanent Town license is issued, it shall be unlawful for the licensee to fail to display said license in a prominent location within the licensed premises.

**Sec. 6-5-60. – Conditions of issuance.**

It shall be deemed a condition of the issuance of every Town license under this Article that the licensee shall comply with the terms of this Code and the state liquor laws.

**Sec. 6-5-70. - Fees.**

- (a) License fees. An applicant shall pay a Town license fee at the time of application, in the amount set by the state liquor laws. Such license fee shall not be rebated or discounted on a proportionate or other basis for any license in existence or issued for less than one (1) full year. Town license fees shall be in addition to any annual state license or registration fees.
- (b) Application fees. In addition to the fees set forth in Subsection (a), the applicant shall pay to the Town at the time of application for any liquor license, liquor license amendment, permit or other form of review and approval, including but not limited to an application for a new license, special events permit, transfer of location or ownership, change of corporate structure, renewal, late fee for renewal or temporary permit pending transfer of ownership, an application fee in the amount equal to the maximum amount authorized by state liquor laws.

**Sec. 6-5-80. - Authority determinations.**

- (a) Appeals. The Authority shall determine all appeals of administrative applications, matters for which a hearing is required pursuant to this Article or the state liquor laws, and all matters not authorized to be determined administratively.
- (b) Public notice. The Authority shall cause to be posted and published public notice of any hearing as and if required by the state liquor laws.
- (c) Investigation. At least five (5) days prior to the hearing, the Town Clerk shall send a letter to the applicant or licensee, by certified mail, enumerating the results of any and all

investigations performed by the Town Clerk. The letter shall be available for public inspection at least five (5) days prior to the hearing.

- (d) Authority powers. The Authority shall have the power to administer oaths and issue subpoenas to require the presence of persons and the production of papers, books and records necessary to the determination of any hearing which the Authority is authorized to conduct. It shall be unlawful for any person to fail to comply with any subpoena issued by the Authority in the proper conduct of its hearings. The Municipal Court shall enforce the subpoenas of the Authority.
- (e) Deliberations. The Authority may continue any hearing from time to time as may be required to gather necessary facts and evidence and to permit witnesses to testify. Before entering any decision on any matter before it, the Authority shall consider the facts and evidence adduced as a result of the investigation, evidence and testimony and, when applicable, the desires of the inhabitants of the neighborhood, the reasonable requirements of the neighborhood for the type of license for which application has been made, and any other pertinent matters affecting the qualifications of the applicant for the conduct of the type of business proposed.
- (f) Decisions. The Authority shall render its decision no later than thirty (30) days following the conclusion of a public hearing.
- (g) The Town Clerk shall send a written copy of the Authority's decision and the reasons for the decision, by certified mail, to the applicant at the address shown on the application, and to any other party in interest upon written request.

**Sec. 6-5-90. – Sanctions and fines.**

- (a) The Authority shall have the power upon its own motion or upon complaint, and in accordance with the state liquor laws, to sanction any licensee for a violation of the state liquor laws or this Article to include:
  - (1) Summarily suspend any license for a period not to exceed the maximum suspension period allowed by state liquor laws.
  - (2) Upon notice to the licensee and following hearing, suspend any license for a period not to exceed the maximum suspension period allowed by state liquor laws.
  - (4) Upon notice to the licensee and hearing, revoke the license.

- (3) Accept payment of a fine in lieu of suspension in accordance with the procedures set forth in C.R.S. § 44-3-601(3), providing for the option to pay a fine in lieu of a suspension of a liquor license in certain cases.
- (c) Whenever the Authority or the Town Clerk receives a written complaint charging any person with a violation of the state liquor laws or this Article, the Authority shall cause an investigation to be made to determine the veracity of the charge. After investigating the charge and determining the probable truth of the charge, the Authority shall issue a written notice to show cause directed to such person. The notice to show cause shall be served personally or by certified mail to the licensee at the address contained in the license or to such other person at the person's residence or principal place of business. The notice shall direct the person to appear at a certain place and at a time designated, which date shall be not earlier than ten (10) days after mailing, to show cause, if any, why the license should not be suspended or revoked or the person found in violation of the state liquor laws or this Article. The notice shall further contain information generally describing the alleged charge.

**Section 2. 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 3. 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 4. 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 5. Effective Date.** The provisions of this Ordinance shall become effective thirty (30) days after publication following the final passage.

**INTRODUCED, READ, PASSED, ADOPTED, AND ORDERED PUBLISHED** at a regular meeting of the Board of Trustees of the Town of Blue River, Colorado, held on the \_\_\_\_ day of \_\_\_\_\_, 2025.

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Nicholas Decicco, Mayor

ATTEST:

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Michelle Eddy, Town Clerk

Published in the Summit County Journal \_\_\_\_\_, 2025.

# TOWN OF BLUE RIVER, COLORADO

## STAFF REPORT

TO: Mayor & Members of the Board of Trustees  
THROUGH: Michelle Eddy, Town Manager  
FROM: Bob Widner, Town Attorney  
DATE: May 19, 2025 (for July 15 Board Meeting)  
SUBJECT: Ordinance 2025-08 - Amending 1041 Regulations (Chapter 22 of Municipal Code) to and the Definition of "Site Selection"

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The attached ordinance, if adopted, will amend Chapter 22 of the Blue River Municipal Code concerning Areas and Activities of State Interest (our "1041 Regulations").

Ordinance No. 2025-08 proposes changes to language and grammar in Section 22-5-50(n) of the 1041 Regulations.

In addition, Ordinance No. 2025-08 adds to the definition of "site selection" of a highway to include the expansion or modification of an existing highway through the acquisition of property and property interests located outside of the exiting highway right-of-way. It is reasonable to find that "site selection" includes areas that were not included in the *original* site selection of the highway and its right-of-way.

The Board of Trustees was provided a legislative version (redline/strikeover) of Ordinance No. 2025-08 to assist the Board in understanding the specific changes proposed by Ordinance No. 2025-08. That legislative version is informative only and is not part of the ordinance proposed for adoption.

If you have questions or concerns in advance of the **July 15**, 2025, Board of Trustees' meeting, please contact either Michelle Eddy or me at any time.

**TOWN OF BLUE RIVER, COLORADO**

**ORDINANCE NO. 2025-08**

**AN ORDINANCE AMENDING SUBSECTION (n) OF SECTION 22-5-50  
OF CHAPTER 22 OF THE BLUE RIVER MUNICIPAL CODE (*TOWN OF  
BLUE RIVER AREAS AND ACTIVITIES OF STATE INTEREST*)**

WHEREAS, the Town of Blue River is authorized to regulate the use and development of land under Colorado Revised Statutes Sections 31-23-101 *et seq.* and 29-20-101 *et seq.*; and

WHEREAS, the Town of Blue River, Colorado is authorized pursuant to the Areas and Activities of State Interest Act, Colorado Revised Statutes Sections 24-65.1-101, *et seq.* ("AASIA") to establish and designate certain areas and activities of state interest; and

WHEREAS, the AASIA authorizes the Town to adopt guidelines and regulations for administration of areas and activities of state interest, to establish and designate permit procedures, receive applications for development in or conduct of matters of state interest and to exercise other powers in connection therewith; and

WHEREAS, the AASIA expressly authorizes the Town to designate "site selection" of arterials and collector highways as an activity subject to the local regulation; and

WHEREAS, the Town prepared regulations entitled "The Town of Blue River Areas and Activities of State Interest" dated March 26, 2021 (the "Regulations") to govern the designation, permitting, regulation, and administration of matters of state interest; and

WHEREAS, the Board of Trustees adopted by reference the Regulations as Chapter 22 of the Blue River Municipal Code following proper notice and hearing(s); and

WHEREAS, the Board of Trustees desires to clarify that an expansion of, or modification to, an existing highway that requires the acquisition of property outside of the exiting highway right-of-way should be properly interpreted as "site selection" because the expanded or modified highway will occupy property not previously selected or used for the highway; and

WHEREAS, the Town published public notice of the date, time, place, and purpose of a hearing to consider adoption of this Ordinance, and conducted a hearing, all in accordance with the AASIA; and

WHEREAS, Colorado Revised Statutes Section 24-65.1-402(2) explicitly authorizes the Town to adopt additional regulations interpreting and applying the Town's adopted Regulations.

**BE IT ORDAINED, BY THE BOARD OF TRUSTEES OF THE TOWN OF BLUE RIVER, COLORADO:**

**Section 1. Amendment of Section 22-5-50(n).** The Board of Trustees hereby amends Section 22-5-50(n) of the Blue River Municipal Code to read in full as follows:

(n) "Site selection" means the determination, through a corridor location study, memorandum, letter determination, request for proposal, construction contract, or other document, of a specific corridor or facility location that proposes:

(1) Construction of an arterial highway or interchange or collector highway; or

(2) Expansion or modification of an existing arterial highway, interchange or collector highway that would result in:

a. an increase in highway capacity by at least one lane through widening or alternative lane configurations, or an equivalent increase in capacity produced by access controls, technological or other types of highway improvements; or

b. the elimination of direct, at grade access from a public road or street within the Town to such existing arterial or collector highway; or

c. the addition of parking, stopping, maintenance, or other facilities, including rest areas, scenic viewpoints, or chain-up stations, for highway users adjacent to, near, or accessible from an existing arterial or collector highway; or

(3) Expansion or modification of an existing highway which would result in a change in classification to "collector highway" or "arterial highway" as defined in this Chapter; or.

(4) Expansion or modification of an existing highway (including the addition, expansion, or modification for highway-related facilities such as but not limited to areas for parking, stopping, maintenance, rest areas, scenic viewpoints, or chain-up stations), which will include or necessitate the purchase or acquisition, including through the use of eminent domain, of private or publicly owned property, property interests, or property rights located outside of the platted or legally recognized right of way for the existing highway.

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

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

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

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

**PROPERLY NOTICED PUBLIC HEARING HELD, ORDINANCE PASSED, ADOPTED, AND ORDERED PUBLISHED** at a meeting of the Board of Trustees of the Town of Blue River, Colorado, held on the 15th day of July, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk or Deputy Town Clerk

Published in the Summit County Journal \_\_\_\_\_, 2025.

**TOWN OF BLUE RIVER, COLORADO**

**RESOLUTION 2025-08**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT TO AMEND THE NICOTINE TAX INTERGOVERNMENTAL AGREEMENT TO ADD THE TOWN OF KEYSTONE AS A PARTY**

**WHEREAS**, pursuant to title 29, article 1, part 2, Colorado Revised Statutes, as amended (the "Intergovernmental Relations Statute"), and Article XIV, Section 18 of the State Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility; and

**WHEREAS**, the Town of Blue River ("Town") previously entered into a intergovernmental agreement ("IGA") to participate with Summit County and the various municipalities in the management and distribution of taxes in accordance with such IGA. known as the "Nicotine Tax IGA;"

**WHEREAS**, the Town of Keystone incorporated as a home rule municipality on February 8, 2024; and

**WHEREAS**, Section 10 of the Nicotine Tax IGA contemplates and authorizes adding one or more additional incorporated municipalities as parties; and

**WHEREAS**, the Town of the Keystone requested to be added as a party to the Nicotine Tax IGA and the Blue River Board of Trustees finds that it is in the best interest of the Town add Keystone as a party to the Nicotine Tax IGA with Summit County; and

**WHEREAS**, the parties to the Nicotine Tax IGA desire to amend the Nicotine Tax IGA to add the Town of Keystone as a party.

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

1. The Board of Trustees hereby approves the attached Amendment to the Nicotine Tax Intergovernmental Agreement to add the Town of Keystone as a party to the IGA.
2. To finalize the IGA for execution by the Town, the Town Manager is authorized, in consultation with the Town Attorney, to approve modifications of the IGA provided that any modification does not increase the monetary obligation of the Town or substantially increase the duties or obligations of the Town in performance of the IGA.

3. This Resolution shall be effective immediately upon approval.

ADOPTED at a regular meeting of the Board of Trustees on the 15th day of July, 2025.

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Mayor

ATTEST:

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Town Clerk or Deputy

**AMENDMENT TO  
NICOTINE TAX INTERGOVERNMENTAL AGREEMENT**

**THIS AMENDMENT TO NICOTINE TAX INTERGOVERNMENTAL AGREEMENT (“Amendment”)** amends the Intergovernmental Agreement dated April 2019, related to Nicotine tax, and entered into by the **SUMMIT COUNTY, COLORADO** (the “County”), a body corporate and politic and political subdivision of the State of Colorado, and **THE TOWNS OF BLUE RIVER, BRECKENRIDGE, DILLON, FRISCO, MONTEZUMA AND SILVERTHORNE, COLORADO** (the “Towns” or individually as a “Town”), home rule or statutory municipalities and political subdivisions of the State (“Nicotine Tax IGA”). The purpose of this Amendment is to add the TOWN OF KEYSTONE, COLORADO, a home rule municipality, as a Party to the Nicotine Tax IGA. The effective date of this Amendment shall be To Be Determined Upon All Parties’ Approvals.

WHEREAS, the Town of Keystone incorporated as a home rule municipality on February 8, 2024; and

WHEREAS, Section 10 of the Nicotine Tax IGA contemplates and authorizes adding one or more additional incorporated municipalities as parties; and

WHEREAS, the Keystone Town Council finds that it is in the best interest of the Town to request to be added as a party to the Nicotine Tax IGA with Summit County; and

WHEREAS, the Parties to the Nicotine Tax IGA desire to amend the Nicotine Tax IGA to add the Town of Keystone as a party.

The County, the Towns and the Town of Keystone agree as follows:

1. **Addition of Town of Keystone as a Party.** The County, the Towns, and the Town of Keystone agree that the Town of Keystone is added as a Party to the Nicotine Tax IGA. The Town of Keystone hereby agrees to be bound by all terms, conditions, covenants, obligations, and responsibilities of the Nicotine Tax IGA.

The Town of Keystone shall have all the rights, benefits, and obligations as provided under the Nicotine Tax IGA, and shall perform all duties as specified herein. All references to “Parties” in this Agreement shall hereafter include the Town of Keystone.

2. **Remainder of Nicotine Tax IGA Is Unchanged.** All other provisions of the Nicotine Tax IGA remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, this Agreement is executed by the Parties.

[Remainder of Page Left Intentionally Blank; Signature Page to Follow]

SUMMIT COUNTY, COLORADO

\_\_\_\_\_  
Chair, Eric Mamula

Attest:

\_\_\_\_\_  
Taryn Powers, County Clerk & Recorder

TOWN OF BLUE RIVER

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

Attest:

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

TOWN OF BRECKENRIDGE

\_\_\_\_\_  
Kelly Owens, Mayor

Attest:

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


TOWN OF DILLON

\_\_\_\_\_  
Carolyn Skowyra, Mayor

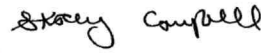
Attest:

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

TOWN OF FRISCO

DocuSigned by:  
  
DF20277D4CAF42F...  
Frederick J. Ihnken, Mayor

Attest:

Signed by:  
  
EDCD1C5EB9AB46E  
Stacey Campbell, Town Clerk

TOWN OF KEYSTONE

\_\_\_\_\_  
Kenneth D. Riley, Mayor

Attest:

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

TOWN OF MONTEZUMA

\_\_\_\_\_  
Lesley Davis, Mayor

Attest:

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

TOWN OF SILVERTHORNE

\_\_\_\_\_  
Ann-Marie Sandquist, Mayor

Attest:

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

**TOWN OF BLUE RIVER, COLORADO**

**RESOLUTION 2025-09**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT TO JOIN THE MOUNTAIN COMMUNITY COALITION WITH SUMMIT COUNTY, BRECKENRIDGE, FRISCO, SILVERTHORNE, DILLON, AND KEYSTONE, AND TO INTERVENE AND PARTICIPATE IN PROCEEDINGS BEFORE THE COLORADO PUBLIC UTILITIES COMMISSION IN CASE NO. 25A-0044EG**

**WHEREAS**, pursuant to title 29, article 1, part 2, Colorado Revised Statutes, as amended (the "Intergovernmental Relations Statute"), and Article XIV, Section 18 of the State Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility; and

**WHEREAS**, Xcel Energy, also known as Public Service Company of Colorado ("PSCo"), is the primary provider of electricity and natural gas to the greater Summit County community, including to some of the residents of the Town of Blue River; and

**WHEREAS**, PSCo commenced a proceeding, case number 25A-0044EG (the "Proceeding"), before the Colorado Public Utility Commission ("Commission") for approval of its Mountain Energy Project ("Project"), which Project is PSCo's plan for energy infrastructure improvements necessary to continue providing electric power, gas, and utility services to the Parties; and

**WHEREAS**, each Party in Summit County identified in the IGA approved by this Resolution will be affected by the Project in that each Party has an interest in ensuring that power is delivered to its residents, businesses, and visitors in a sustainable and affordable manner; and

**WHEREAS**, the Town of Blue River desires to set forth the parameters for the Coalition and Blue River's participation in the Proceeding, including the sharing of costs, all as set forth more fully in the Agreement.

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

1. The Board of Trustees hereby approves the attached Intergovernmental Agreement (IGA) for to join and to participate in a coalition with other Summit County governments for the purpose described in the IGA.

2. To finalize the IGA for execution by the Town, the Town Manager is authorized, in consultation with the Town Attorney, to approve modifications of the IGA provided that any modification does not increase the monetary obligation of the Town or substantially increase the duties or obligations of the Town in performance of the IGA.

3. This Resolution shall be effective immediately upon approval.

ADOPTED at a regular meeting of the Board of Trustees on the \_\_\_\_\_ day of \_\_\_\_\_,  
2025.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk or Deputy

MOUNTAIN COMMUNITY COALITION  
INTERGOVERNMENTAL AGREEMENT

Between

SUMMIT COUNTY, COLORADO, the TOWN OF BRECKENRIDGE, the TOWN OF BLUE RIVER, the TOWN OF DILLON, the TOWN OF FRISCO, the TOWN OF SILVERTHORNE, and the TOWN OF KEYSTONE COLORADO

**DRAFT 7.1.25**

**THIS INTERGOVERNMENTAL AGREEMENT** (this "Agreement") is made and entered into this \_\_\_\_ of July, 2025 between SUMMIT COUNTY, COLORADO (the "County"), a body corporate and politic and political subdivision of the State of Colorado (the "State"), and THE TOWNS OF BLUE RIVER, BRECKENRIDGE, DILLON, FRISCO, SILVERTHORNE, and KEYSTONE COLORADO (the "Towns" or individually as a "Town"), home rule or statutory municipalities and political subdivisions of the State. The County and the Towns are referred to collectively herein as "the Parties" or individually as "a Party."

**WHEREAS**, pursuant to title 29, article 1, part 2, Colorado Revised Statutes, as amended (the "Intergovernmental Relations Statute"), and Article XIV, Section 18 of the State Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility; and

**WHEREAS**, Xcel Energy, also known as Public Service Company of Colorado ("PSCo"), is the primary provider of electricity and natural gas to the greater Summit County community, including to the residents, businesses, and visitors of all of the Parties; and

**WHEREAS**, PSCo has commenced a proceeding, case number 25A-0044EG (the "Proceeding"), before the Colorado Public Utility Commission ("Commission") for approval of its Mountain Energy Project ("Project"), which Project is PSCo's plan for energy infrastructure improvements necessary to continue providing electric power, gas, and utility services to the Parties; and

**WHEREAS**, each Party will be affected by the Project in that each Party has an interest in ensuring that power is delivered to its residents, businesses, and visitors in a sustainable and affordable manner; and

**WHEREAS**, the Parties interests are thus aligned to the extent that they have agreed to form a coalition for the purposes of intervening in PSCo's Proceeding before the Commission, such intervention to be known as the "Endeavor", which coalition is named the Mountain Community Coalition ("Coalition"); and

**WHEREAS**, the Town of Breckenridge ("Breckenridge") has engaged legal counsel, Sarah M. Keane and Sarah C. Judkins, of Kaplan Kirsch LLP ("Counsel"), for the purpose of representing the Coalition in the Proceeding; and

**WHEREAS**, Breckenridge has also engaged a consultant, Synapse Energy Economics Inc. ("Synapse"), for the purpose of providing expert analysis and testimony in the Proceeding; and

**WHEREAS**, Counsel has filed a Motion to Intervene in the Proceeding ("Motion"), attached hereto as Exhibit A and incorporated herein, which Motion further details the interests of the Parties and sets forth the factual basis for the Coalition's participation in the Proceeding; and

**WHEREAS**, the Parties desire to set forth the parameters for the Coalition's participation in the Proceeding, including the sharing of costs, all as set forth more fully in this Agreement.

**NOW, THEREFORE**, the Parties agree as follows:

**Section 1. Coalition.** The Parties agree that together they constitute the Mountain Community Coalition for the sole purpose of participating in the Proceeding on the bases set forth in Exhibit A.

**Section 2. Designation of Main Point of Contact.** The Parties agree that the Town of Breckenridge Sustainability Manager, Jessie Burley (“Burley”), will be the main point of contact between the Coalition and Counsel and Synapse. Burley will make best efforts to provide timely and comprehensive information to the designated Coalition representatives in order to enable the Parties to make decisions and provide input as needed to ensure that the Coalition is accurately and capably represented in the Proceeding.

**Section 3. Party Responsibilities.** The Parties agree that they will cooperate and collaborate regarding the Endeavor. This includes but is not limited to:

- a. Each Party will designate a representative who will respond to requests for input and/or information and is empowered to communicate on behalf of the Party;
- b. Each Party representative will timely respond for such requests for input and/or information;
- c. Each Party will endeavor to have their Party representative attend scheduled Coalition meetings;
- d. Each Party will timely pay their share of the Coalition Expenses, as defined more fully below.
- e. To the extent a Party engages with Counsel or Synapse as part of its participation in the Coalition, such Party agrees to be mindful of additional costs that such engagement may incur. If a Party incurs significant additional costs in addition to the estimates provided below, such Party will be solely responsible for paying those costs.
- f. This Agreement will not prohibit any Party from engaging with the press or otherwise publicly speaking on the Proceeding; provided, however:
  - a. Each Party acknowledges that, unless otherwise decided by the Parties, each Party speaks on its own behalf and not on the behalf of the Coalition;
  - b. Each Party acknowledges that the Endeavor is a legal proceeding and speaking on various matters central to the Proceeding may affect the outcome of the Proceeding and, consequently, the Endeavor.
- g. A Party may engage other outside consultants to assist in its participation in the Coalition; provided, however, that absent an amendment to this IGA, such outside consultants are not empowered to speak or act on behalf of the Coalition.

**Section 4. Coalition Expenses.** Initial estimates from Counsel and Synapse calculated the cost of the Endeavor to be between \$60,000 and \$120,000 for Counsel’s assistance and approximately \$80,000 for Synapse’s assistance with the Proceeding (“Coalition Expenses”). Counsel’s agreement with Breckenridge is based on an hourly billing structure for attorneys and paralegals. Synapse’s agreement with Breckenridge has a not to exceed amount of \$83,540. The Parties agree to split the Coalition Expenses as set forth in Exhibit B. Breckenridge will invoice each Party at regular intervals. Parties agree to pay such invoices within 60 days of receipt.

**Section 5. Coalition Goals.** The Parties acknowledge that their interests are currently aligned and are reflected in Exhibit A. Additionally, the Parties agree that the Coalition has the following goals with respect to the Endeavor:

- a. The Coalition seeks to require PSCo to broaden its efforts to reduce user reliance on natural gas and encourage electrification;
- b. The Coalition seeks to reduce the cost of PSCo's planned improvements to the Coalition's citizens and ensure that such costs are equitably allocated;
- c. The Coalition seeks to influence PSCo's LNG siting to reduce the environmental impacts of such infrastructure on the Coalition's citizens and on the ecosystems which form the basis for the Coalition's economy; and
- d. The Coalition seeks to generally represent the interest of the Coalition's citizens in the Proceeding in response to the positions of other parties to the Proceeding and of the Commission.

**Section 6. Decision Making.** The Parties shall cooperate in good faith when determining positions that the Coalition will advance in the Proceeding and for any other decisions necessary to the success of the Endeavor. In the event there is disagreement amongst the Parties as to a decision necessary for the Coalition to proceed, including decisions regarding additional financial expenditures, a majority vote of all the Parties will determine the final decision. For the avoidance of doubt, each Party will have one vote as it pertains to Decision-Making.

**Section 7. Confidentiality.**

a. In compliance with the Commission's rulings on certain requests by PSCo in the Proceeding, Counsel, Synapse, Burley, and one designee of Summit County ("County") have signed highly confidential non-disclosure agreements ("HC NDAs") in order to be able to access certain information designated as "highly confidential" for purposes of the Proceeding. It is critical that the Parties understand and acknowledge that the purpose of the HC NDAs are to enable the Coalition to adequately participate in the Proceeding and not for any other purpose. Sharing information designated as "highly confidential" in the Proceeding by the signors of the HC NDAs with anyone who has not signed an HC NDA is strictly prohibited, even within their own organizations.

b. Counsel, Synapse, and members of the Coalition will also have signed additional non-disclosure agreements ("NDAs") in order to be able to access certain information designated as "confidential" (but not "highly confidential") for purposes of the Proceeding. It is critical that the Parties understand and acknowledge that the purpose of the NDAs are to enable the Coalition to adequately participate in the Proceeding and not for any other purpose. Sharing information designated as "confidential" in the Proceeding by the signors of the NDAs with anyone who has not signed an NDA is strictly prohibited, even within their own organizations.

**Section 8. Amendment of Agreement; Additional Parties.**

a. Except as otherwise provided in this Section, this Agreement may be modified or amended only by a duly executed written agreement with the express approval of the governing bodies of all Parties.

b. This Agreement may be amended to add one or more additional incorporated Town

Parties upon passage of an ordinance or resolution of the additional Party's governing body approving of this Agreement.

**Section 9. Term and Termination of Agreement.**

a. Effective Date. The term of this Agreement shall begin when Breckenridge and at least one other Party has executed this Agreement.

b. Termination. The term of this Agreement shall end when Breckenridge and at least one other Party are not willing to remain as Parties to this Agreement.

c. The participation of any Party to this Agreement shall terminate upon the provision by the Town to Breckenridge of a written notice of termination. Any Party terminating under this Section 9(c) will be responsible for paying its share of the Coalition Expenses incurred up until the date of termination.

**Section 10. Execution and Performance of Agreement in Accordance with Law.** Each Party hereby represents to each other Party that it has adopted and executed this Agreement in accordance with applicable law. Each Party shall perform their respective obligations in accordance with all applicable laws, rules and regulations, including such rules or orders as may be promulgated by the Commission.

**Section 11. Responsibility and Indemnification.** All actions or omissions by any Party, including their respective representatives, employees, agents, volunteers or officials, shall be the sole responsibility of the respective Party. Accordingly, each Party shall fully indemnify, to the extent permissible under Colorado law, all other Parties for any damages, claims, costs, expenses, cause of action or liability of any manner, including without limit reasonable attorney's fees, arising out of or relating to the acts or omissions of such Party. The Parties understand and agree that liability for claims for injuries to persons or property arising out of the actions or omissions of any Party is controlled and limited by the provisions of the Colorado Governmental Immunity Act ("Immunity Act") title 24, article 10, Colorado Revised Statutes, as now or hereafter amended and that the Parties do not intend to waive by any provision of this Agreement the liability limitations or any other right, immunity or protection afforded by the Immunity Act or as may otherwise be afforded by law. The indemnity obligations of this Section shall survive the termination of this Agreement.

**Section 12. Dispute Resolution.**

a. The Parties shall attempt to informally resolve all disputes and claims arising from or related to this Agreement, beginning first with discussions among affected Town(s) and County staff, and if not resolved, escalating to discussions between the applicable Town Manager(s) and County Manager, and ultimately to the Town Council(s) and Board of County Commissioners.

b. Any and all disputes and claims arising from or related to this Agreement that are not resolved pursuant to Section (a), above shall thereafter be submitted to mediation. The affected Parties shall share equally the mediator's fees and costs associated with the mediation, and each Party shall pay its own fees, costs, and expenses related to the mediation. If the dispute is not resolved by mediation, any affected Party may commence a Court proceeding, with jurisdiction and venue residing exclusively in the Summit County District Court. Each Party waives its right

to have such dispute decided by jury trial. The prevailing Party(s) shall be awarded its reasonable attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in collecting or executing upon any judgment, order, or award.

c. In the event that the County or a Town defaults in the performance of any of the duties and responsibilities under this Agreement, the non-defaulting Party shall be limited to the remedies of specific performance and mandamus. Prior to exercising such remedies, the non-defaulting Party shall give written notice to the other party of the nature of the claimed default and declare that such default must be cured within thirty (30) days from the date notice is given.

**Section 13. Parties in Interest.** Nothing expressed or implied herein is intended or shall be construed to confer upon any person other than the Parties any right, remedy or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the Parties.

**Section 14. No Personal Liability.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of an elected or appointed official, officer, agent, servant or employee of any Party in his or her individual capacity.

**Section 15. Notices.** Except as otherwise provided in this Agreement, all notices or other communications by any Party shall be in writing, shall be given in a reasonable time and shall be deemed given when actually received. Notice to the Parties shall be given to the address listed on Exhibit A, attached and incorporated herein, and may also be delivered in electronic form by electronic mail to the addresses listed on Exhibit A.

**Section 16. Severability.** If any clause, provision, subsection, or Section of this Agreement shall be held to be invalid, illegal or unenforceable for any reason, the Agreement shall be reformed to the extent necessary to reflect the intent and purpose of the original agreement or the Parties may terminate this Agreement.

**Section 17. Interpretation.** Because this Agreement is the result of mutual negotiation and drafting, in the event this Agreement is deemed to be ambiguous or vague, the Parties agree that the rule of construction that "ambiguities shall be construed against the drafter" shall not apply. In the event of any conflict between the Act, the Intergovernmental Relations Statute or any other law with respect to the exercise of any such power, the provision that permits the broadest exercise of the power consistent with the limitations set forth in this Agreement shall control. The laws of the State shall govern the construction and enforcement of this Agreement.

**Section 18. Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement. Electronic or scanned signatures shall be valid and acceptable for all purposes.

**IN WITNESS WHEREOF,** this Agreement has been executed by the Parties effective as of the date set forth above.

**TOWN OF BRECKENRIDGE**

By: \_\_\_\_\_  
Kelly Owens, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Town Clerk

**SUMMIT COUNTY, COLORADO**

By: \_\_\_\_\_  
Eric Mamula, Chair

**ATTEST:**

By: \_\_\_\_\_  
Clerk and Recorder

**TOWN OF BLUE RIVER**

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

**ATTEST:**

By: \_\_\_\_\_  
Town Clerk

**TOWN OF DILLON**

By: \_\_\_\_\_  
Carolyn Skowyra, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Town Clerk

**TOWN OF FRISCO**

By: \_\_\_\_\_  
Rick Ihnken, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Town Clerk

**TOWN OF SILVERTHORNE**

By: \_\_\_\_\_  
Ann-Marie Sandquist, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Town Clerk

	Commercial Customers	Residential Customers	Total Customers	Percent of Total	Est. Cost
Breckenridge	562	3,839	4,401	25.70%	\$ 52,308.29
Summit County	485	5,526	4,810	28.09%	\$ 57,169.48
Silverthorne	374	2,299	2,673	15.61%	\$ 31,770.07
Frisco	368	2,251	2,619	15.29%	\$ 31,128.25
Dillon	158	534	692	4.04%	\$ 8,224.80
Keystone	124	1,647	1,771	10.34%	\$ 21,049.30
Blue River	-	159	159	0.93%	\$ 1,889.80
Totals	2,071	16,255	17,125	100.00%	\$ 203,540

	GHGs Commercial	GHGs Residential	Total GHGs	Percent of Total	Est. Cost
Breckenridge	40,168	29,320	69,488	30.58%	\$ 62,248.14
Summit County	51,622	36,841	88,463	38.93%	\$ 79,246.17
Silverthorne	10,352	12,930	23,282	10.25%	\$ 20,856.28
Frisco	10,204	10,363	20,567	9.05%	\$ 18,424.15
Dillon	5,064	2,545	7,609	3.35%	\$ 6,816.23
Keystone	6608	9371	15,979	7.03%	\$ 14,314.17
Blue River	0	1,825	1,825	0.80%	\$ 1,634.86
Totals	124,018	103,195	227,213	100.00%	\$ 203,540



## **Blue River Manager Report**

July 2025

Submitted by: Town Manager Michelle Eddy

## **Defensible Space, Chipping, Fire Mitigation & Right-of-Way Grants**

- The Blue River East project is complete.
- The right-of-way project for the Town of Blue River is complete and staff will be submitting reports to the Colorado State Forest Service for reimbursement.
- We are now accepting applications for the 2026 Defensible Space Grants due in September.

## **Spruce Creek Road Project Update**

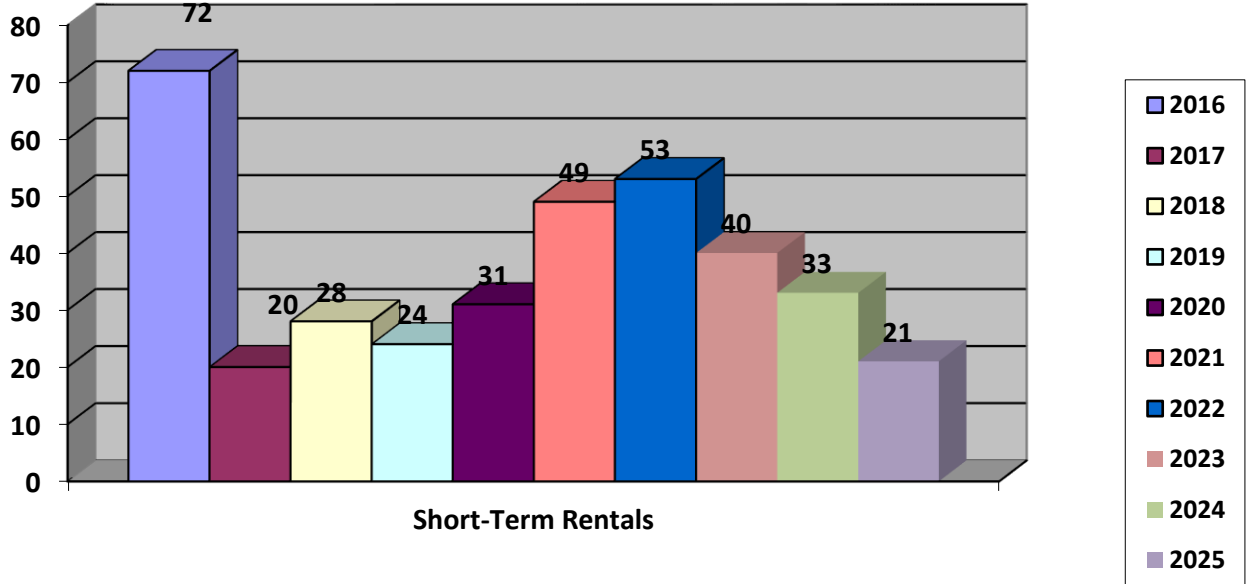
The majority of work on Spruce Creek Road was completed July 3<sup>rd</sup>. There are a couple of outstanding items including moving an electrical pole and lining of the cross culvert that will take place in August and September with minimal interruptions. Feedback from residents has been very positive.

## **Upcoming Events**

### ***Trails Day, Saturday, August 16<sup>th</sup>***

A Trails Day event is being put together in partnership with the Town of Breckenridge and Summit County. The work will include trail rerouting and rebuilding the bridge off of the Bonanza lot. Information on the volunteer day and sign up: [Breckenridge | F.O.B.T. – Blue River Trail Maintenance](#).

Estimated cost for the project to replace the bridge is \$4,000- \$6,000. The Town will use Conservation Trust Funds for this project which will also include re-routing the trail to be completely on the Clyde Lode parcel purchased by the Town.



### Town Statistics

Facebook Page Likes  
 Town-1,300  
 Police Department-1,000  
 Instagram-1,275 followers  
 Threads-224  
 Residents on Email List-1,063  
 Blue River News-1,250  
 TextMyGov-167  
 Business Licenses-274  
 Lodging Registrations Issued-224

### Building Statistics-June 2025

Permits Issued: 28  
 YTD Total: 87  
 Inspections: 67  
 YTD Total: 284  
 New Construction: 1  
 Certificate of Occupancy: 9

## Financial Summary Report

Prepared by: Michelle Eddy, Town Manager

Month Ending June 30, 2025

Quarterly revenues are currently up 6.61% to budget primarily under the lodging taxes, natural gas franchise fees and lodging registrations. Expenses are ahead of budget by 9.94%. This is primarily due to increase cost of utilities and timing of certain line items.

### Reserve Accounts

#### Unrestricted

Reserve accounts Alpine Bank:	\$1,509,240.45
Colorado Trust Assigned to Capital:	\$2,960,724.47
Colorado Trust Assigned to Broadband:	\$319,906.76
Colorado Trust Assigned to General:	\$290,010.40
CSAFE:	\$100.00
Illiquid Trust Funds:	\$1,187.42
<b>Total Unrestricted</b>	<b>\$5,081,169.50</b>

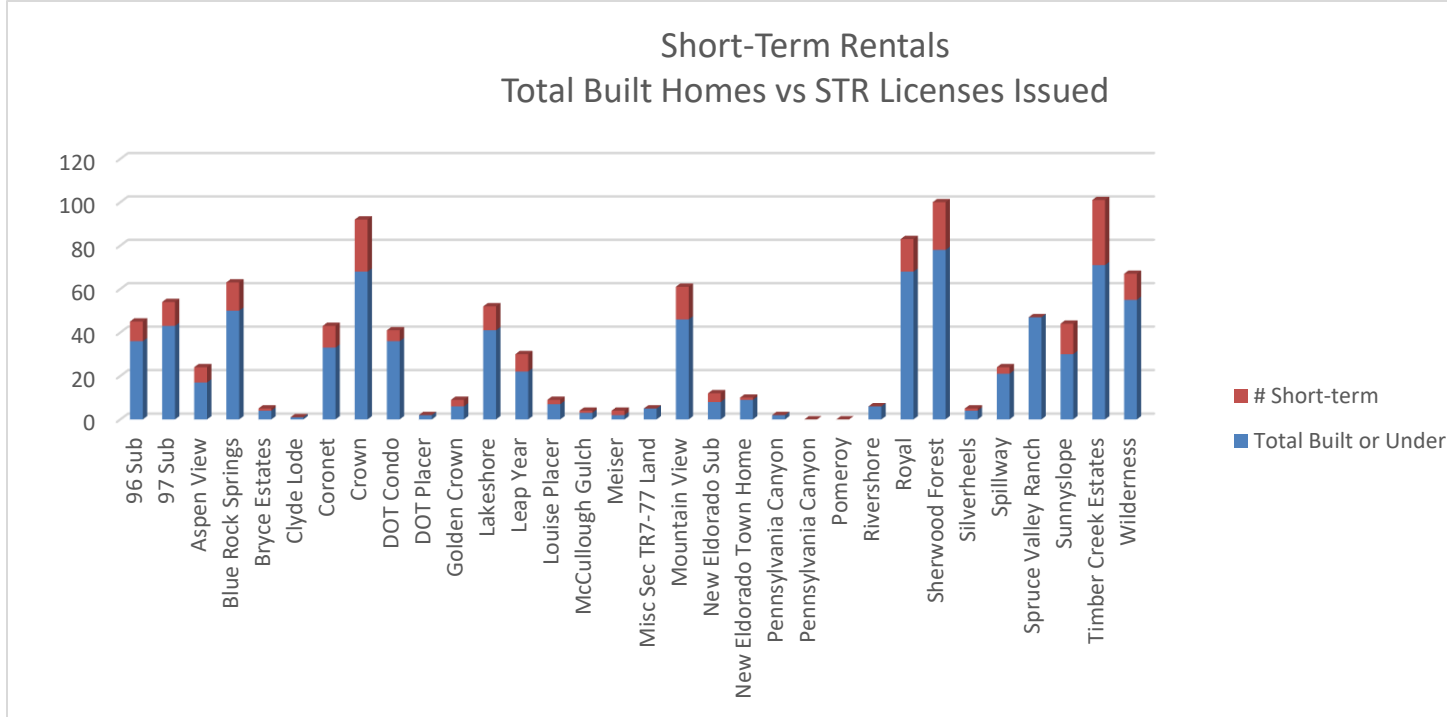
#### Restricted

American Rescue Plan Funds:	\$189,567.74
Conservation Trust:	\$169,897.31
<b>Total Reserves Restricted</b>	<b>\$359,465.05</b>

### 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	\$1,064,654.64	\$383,711.68
2025	\$535,762.57	\$201,961.65

## Short-term Rental Locations





## End of Month Report: June 2025

### Calls for Service

Total number of a calls: 246

Top 10 calls as follows:

Traffic Stop	158
Extra Watch Request	17
Code Enforcement	14
Wildlife	4
Drunk Driver Report	4
Road Hazard	4
Motorist Assist	4
Trespass	2
Other Agency Backup	2
Criminal Mischief	2

**Summary:** Almost 100 calls more in June than in May. Extra attention has been focused on the construction work around Spruce Creek Rd. regarding the new traffic pattern. Bear activity has increased with trash and trespassing concerns. Driving under the influence cases were slightly higher than average and continues to be a safety concern.

Arrests: 3 = misdemeanor  
 Motor Vehicle Crash: 0  
 DUI: 3

### Citations Issued

Municipal = 27  
 County = 6

### Current Administrative Focus

- P.O.S.T. Grant – We have received \$4,280 to help pay for annual in-service training.
- High Visibility Enforcement (DUI) Grant – We have received \$5,500 to compensate officers conducting extra DUI enforcement patrols.

Report prepared by:  
 Chief, David Close