



BLUE RIVER BOARD OF TRUSTEES MEETING MONTH

Thursday, August 7, 2025

1:00 PM

0110 Whispering Pines Circle, Blue River, CO

Agenda

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

The Zoom link is available on the Town website:

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

Please note that seating at Town Hall is limited.

Call to Order, Roll Call

New Business

- A.** Executive Session pursuant to C.R.S. Section 24-6-402(4)(b) to receive legal advice on specific questions concerning the terms of a proposed separation agreement and the transition of duties following separation.
- B.** Resolution 2025-10 Consideration of Approval of Separation Agreement
- C.** Resolution 2025-11 A Resolution Ratifying the Mayor's Execution of a Temporary Agreement for Public Access to the Goose Pasture Tarn

Adjourn

TOWN OF BLUE RIVER, COLORADO

RESOLUTION 2025-10

**A RESOLUTION APPROVING A SEPARATION AGREEMENT FOR
TOWN MANAGER MICHELLE EDDY**

WHEREAS, Michelle Eddy has served as the Town Clerk and Town Manager since May or 2014; and

WHEREAS, Ms. Eddy desires to resign her employment with the Town subject to certain agreed-upon terms and conditions.

**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 Separation Agreement Waiver and Release of Claims.

2. This Resolution shall be effective immediately upon approval.

ADOPTED at a regular meeting of the Board of Trustees the 30th day of July, 2025.

Mayor

ATTEST:

Town Clerk or Deputy

TOWN OF BLUE RIVER, COLORADO

RESOLUTION 2025-11

**A RESOLUTION RATIFYING THE MAYOR'S EXECUTION OF A
TEMPORARY AGREEMENT FOR PUBLIC ACCESS TO THE GOOSE
PASTURE TARN**

WHEREAS, the Owner of the property encircling the Goose Pasture Tarn graciously agreed to provide access on a temporary basis to allow the public to enjoy reserved rights to the Tarn for recreational purposes; and

WHEREAS, the Mayor executed a temporary agreement between the Owner and the Town to provide such access.

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

1. The Mayor's prior execution of an agreement titled "*Agreement for Limited and Temporary Use of Property for Public Access to the Goose Pasture Tarn, Blue River, Colorado*" is hereby ratified by the Board of Trustees.
2. This Resolution shall be effective immediately upon approval.

ADOPTED at a regular meeting of the Board of Trustees on the 7th day of August, 2025.

Mayor

ATTEST:

Town Clerk or Deputy

AGREEMENT FOR LIMITED AND TEMPORARY USE OF PROPERTY FOR PUBLIC ACCESS TO THE GOOSE PASTURE TARN, BLUE RIVER, COLORADO

THIS AGREEMENT ("Agreement") is entered into effective **August 8, 2025**, between the Theobald Family Limited Partnership ("Theobald") and the Town of Blue River, a Colorado statutory municipality ("Town"), of the purpose of memorializing certain rights associated with the use of the property described below ("Property"). Theobald and the Town are identified individually as a "Party" and collectively identified as the "Parties."

Property: Parcel surrounding the Goose Pasture Tarn ("Tarn") commonly known as "The Doughnut" described as TR 7-77 Sec 07 Qtr 4 Mining Claim(s) cont 7.2495 acres CROWN MS# 13623 GOLDEN CROWN PLACER MS# 5225 as such property is identified as Schedule Number 6519165 in the Summit County, Colorado, Assessors Office.

Theobald and the Town agree to the following:

1. Limited Access to the Property. Access to the Property shall be limited to only:
 - Officials and employees of the Town of Blue River, Colorado.
 - Owners of Property. "Owner" shall mean the record owner of real property that is located within the Town of Blue River as identified in the online records of Summit County and the record owner's family members by blood, marriage, adoption, or foster.
 - Guests of an Owner provided that a guest is accompanied by the Owner.Short-term renters (as defined by the Town's Municipal Code) shall not be permitted access to the Property.
2. Limit on Use of Property. Use of the Property shall be limited to public access by both passenger vehicle and by foot upon the Property for the purpose of engaging in recreational activities on and adjacent to the Goose Pasture Tarn ("Tarn"). Uses include fishing, picnicking, boating, and personal watercraft use. The Town may access the Property for the limited purpose of monitoring the Tarn use and enforcing the laws of the Town.
3. Town Regulation and Enforcement. The Town may enter and occupy the Property to enforce the Town's current ordinances and resolutions which address the use or operation of the Tarn. The Town may modify or repeal any ordinance or resolution to ensure compliance with this Agreement or as may be needed to protect the health, safety, and welfare of the public. The Town shall provide to Theobald a complete copy of the text of any proposed Town ordinance or resolution addressing or affecting the use of the Property or the Tarn at least twenty (20) days prior to the Board of Trustee's final approval of such ordinance or resolution.
4. Immunities and Protections. The Parties recognize and understand that the Parties are afforded by certain applicable immunities and benefits as provided by the Colorado Recreational Use Statute, found at part 1 of Article 41, Title 33, C.R.S., and the Colorado Governmental Immunity Act, found at part 1 of Article 10, Title 24, C.R.S. The Parties do not intend to waive any provision of such laws.
5. Automatic Termination. This Agreement is intended to be replaced by a subsequent agreement mutually agreed to by the Parties. Notwithstanding the Parties' ability or inability to replace this Agreement, this Agreement shall terminate and be of no effect on **January 31, 2026**, if not terminated sooner.

6. Party Termination. Either Party may terminate this Agreement by notifying the other Party in writing (to include email to the undersigned) of such termination and the specific date of such termination which date shall not be earlier than ten (10) days from the receipt of the notification to the Party.
7. Counterparts. This Agreement may be executed in one or more counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

Rob Theobald, as authorized
representative of the Owner, Theobald
Family Limited Partnership

Date: _____, 2025

Nick Decicco
Mayor, Town of Blue River, Colorado

Date: _____, 2025