



Collbran Board of Trustees
Regular Meeting Agenda
Tuesday, May 06, 2025, 6:00 PM
Collbran Town Hall 1010 High Street
and Via Zoom
[Join the Meeting via Zoom](#)

5:00pm – 6:00pm: Board of Trustees, Tour of Auditorium Construction Site

There may or may not be a quorum of the Board of Trustees present at this event; no decisions will be made as this tour is for informational purposes only. This will not be on Zoom. Zoom will start at 6pm when the official Board meeting starts. The tour event is a board only event and is closed to the public for public safety reasons.

6:00pm: Board of Trustees, Regular Meeting Agenda

1. Call to Order 6:00 PM
2. Pledge of Allegiance
3. Roll Call
4. Changes or Deletions to Agenda
5. Persons not on the agenda
 - a. Please limit comments to three (3) minutes and address your comments directly to the Mayor.
 - b. Identify yourself by name and address when making comments.
 - c. Comments should be courteous, civil and constructive.
 - d. Town Board will make no decision nor take action, except to direct the Town Manager or Town Attorney.
6. Consent Agenda
 - a. Staff Memo to the Board: The Importance of Consent Agendas
 - b. February 04, 2025 Board of Trustees Meeting Minutes
 - c. March 04, 2025 Board of Trustees Meeting Minutes
 - d. March 18, 2025 Board of Trustees Meeting Minutes
 - e. April 01, 2025 Board of Trustees Meeting Minutes
 - f. April 09, 2025 Board of Trustees Meeting Minutes
 - g. April Financial Report
 - h. RESOLUTION 2025-007, A RESOLUTION OF THE TOWN OF COLLBRAN AUTHORIZING AND REMOVING BANKING SIGNATORIES
 - i. RESOLUTION 2025-008, A RESOLUTION OF THE TOWN OF COLLBRAN COLORADO APPROVING THE 2025 FEE SCHEDULE FOR THE TOWN
 - j. RESOLUTION 2025-009, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF COLLBRAN, DECLARING CERTAIN EQUIPMENT AS SURPLUS PROPERTY
 - k. Approval of Annual Renewal of Work-Based Learning Program Agreement between Collbran Job Corps and the Town of Collbran
 - l. Approval of a contract between the Town of Collbran and Distel Consulting, LLC in a not-to-exceed amount of \$530 for grant and project assistance for the auditorium and broadband projects
 - m. Request to the State Auditor for an extension of time to file audit for year ended December 31, 2024

- n. Approval of Change Order # 1 with Asbestos Professionals in the amount of \$4,591.57 for additional materials abated at the Collbran Auditorium. With approval of this change order, the final and revised contract amount with Asbestos Professionals is \$458,949.37.
 - o. Approval of Change Order #4 to the contract with Asset Engineering for the Collbran Auditorium remodel, deducting \$4,591.37 from the contract sum to fund additional asbestos abatement costs. Upon approval of this change order, the revised contract amount with Asset Engineering will be \$1,606,804.22.
 - p. Approval of a Request for Proposal (RFP) to procure the services of a Town Attorney
7. Auditorium Project Update, presented by Asset Construction Management
 8. ORDINANCE 2025-001, AN ORDINANCE OF THE TOWN OF COLLBRAN, COLORADO ADOPTING AND AMENDING THE INTERNATIONAL BUILDING CODE, THE COLORADO PLUMBING AND FUEL GAS CODE, THE INTERNATIONAL MECHANICAL CODE, THE INTERNATIONAL EXISTING BUILDING CODE, THE INTERNATIONAL RESIDENTIAL CODE, THE NATIONAL ELECTRICAL CODE, THE INTERNATIONAL ENERGY CONSERVATION CODE, AND THE COLORADO MODEL ELECTRIC READY AND SOLAR READY CODE TO BE APPLIED THROUGHOUT THE TOWN OF COLLBRAN, COLORADO
 - a. Attachment A - Building Code Draft
 9. Approval of Building Permit at 3011 Orchard Avenue, presented by Kat Herbert, Contract Planner on behalf of the Town from our KLJ Engineering partner
 - a. Attachment A - Building Permit Application
 10. Approval of Building Permit and Certificate of Zoning Compliance application at 3033 Pinion St, presented by Kat Herbert
 - a. Attachment A - Elevations
 - b. Attachment B - Site Plan
 - c. Attachment C - Building Permit and Certificate of Zoning Compliance Application
 11. Approval of an Easement Agreement at 58798 Delores Drive, presented by Kat Herbert
 - a. Attachment A - Ingress/Egress Easement Agreement between the Town of Collbran and Forrest Towns and Bonnie Betts
 12. Approval of a Domestic Water Easement Agreement between the Town of Collbran and Forrest C Towns and Bonnie Betts, presented by Kat Herbert
 - a. Attachment A - Domestic Water Easement Agreement between the Town of Collbran and Forrest C Towns and Bonnie Betts
 - b. Attachment B - Delores Divide Rural Land Division
 13. RESOLUTION 2025-010, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF COLLBRAN, APPROVING THE TRANSFER OF \$9,000 FROM THE TOWN'S GENERAL FUND TO THE WATER AND SEWER FUND PURSUANT TO A PREVIOUSLY APPROVED EXCHANGE WITH KENDALL AND TERESA WILCOX FOR THE DEDICATION OF A TEN-FOOT STRIP OF LAND LOCATED IN THE TERRELL PARK SUBDIVISION
 14. Street Dance Invoice Budgetary Request a supplement to Board Approved April 09, 2025 approved Fourth of July Street Closure Request, presented by Brandi Norsby
 15. Street Closure Request, Heritage Days Parade on Fourth of July, presented by Brandi Wiltse
 16. Heritage Days Presentation on Fireworks, a Ground Show, and Band, presented by Tamera Clark
 17. Trustee Price's Requested Agenda Items from the April 09, 2025, Board Meeting, presented by Trustee Price
 - a. Discussion on surveillance cameras at Town Hall
 - b. Discussion on Monthly Financial Reports, request to add additional information
 - c. Discussion of reimbursement of PVSD Waterline Expenditures

18. Water Attorney Interviews
 - a. Nazarens, Stack, & Wombacher, LLC
 - b. JVAM Law
 - c. Lisa Voorhis
 - d. Burns, FIGA & Will Attorneys
19. EXECUTIVE SESSION: The Board of Trustees may enter into an executive session pursuant to C.R.S. 24-6-402(4)(b) for a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions concerning possible employment agreements with a Town Water Attorney.
20. EXECUTIVE SESSION: The Board of Trustees may enter into an executive session pursuant to C.R.S. 24-6-402(4)(b) for a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions concerning broadband and/or Optimus Communications.
21. Town Attorney Update
 - a. 30-day notice to withdraw as Town Attorney
22. Staff Updates
 - a. Interim Town Administrator, professional services contract expires on Friday, May 09, 2025
 - b. Incident Reports from Mesa County Sheriff for March 2025 and First Quarter 2025 – informational only and for Trustee review
 - c. KLJ Projects Update
23. Trustee Informational, Items for Future Agenda, Upcoming Meeting Dates TBD by Board and any new staff hired or to be hired by the Board
 - a. Future Agenda Requests:
 - i. Optimus Communications, possibly May 20, 2025 due to full May 6 agenda
 - ii. Website Remediation Proposal for ADA Compliance, presented by Trish Coberly with Coberly Web Creations, possibly May 20, 2025 due to full May 6 agenda
 - iii. Discussion about Restarting the Plateau Valley Chamber of Commerce, presented by Taylor Kelly-Lotman with Bluebird Ranch & Consulting, possibly May 20, 2025 due to full May 6 agenda
24. Public Correspondence
 - a. Statement read by Former Trustee Tilda Evans, at the April 09, 2025 Board Meeting
25. Adjournment

Possible Board Work Session may Follow Regular Meetings

Work Sessions are for the purpose of Board members informally receiving reports and discussing town business. No formal action shall occur at a work session. Any decisions proposed during a work session shall be approved at a subsequent board meeting in the appropriate manner.

NOTICE TO READERS: Town Council meeting packets are prepared several days prior to the meetings. Timely action and short discussion on agenda items does not reflect lack of thought or analysis on the Trustee's part as issues have been discussed by Trustees in workshop or committee meetings which are open to the public. **The Board of Trustees may take action on any of the agenda items as presented or modified prior to or during the meeting, and items necessary or convenient to effectuate the agenda items.**

PUBLIC INVITED TO ATTEND: The Public will be limited to three minutes each unless prior arrangements have been made with the Town Clerk or Administrator. Town Trustees may not respond to your comments this evening, rather, they may take your comments and suggestions under advisement and your questions will be directed to the appropriate person or department for follow-up.



Board of Trustees Memorandum Agenda Item: 6.a.

TITLE: The Importance of Consent Agenda's

ATTACHMENTS: None

BACKGROUND:

The purpose of a consent agenda is to efficiently process routine and non-controversial items at meetings, saving time and resources by allowing a single motion to approve multiple items simultaneously. It streamlines meeting procedures by grouping these items together, reducing the need for individual discussions and votes, and freeing up time for more in-depth deliberations on important matters.

Consent agendas can streamline procedures by grouping routine items like committee reports, minutes, and information-only reports, allowing for a single motion to approve them all at once. By consolidating routine items, consent agendas minimize the time spent on non-controversial matters (e.g. matters of lesser importance, housekeeping items), allowing meetings to focus on more significant issues.

The process allows board members to dedicate their time to more in-depth discussions, strategic planning, and issue resolution. Consent agenda items are assumed to be well-understood, requiring members to have reviewed the materials beforehand. The process ensures that all members understand the purpose and potential impact of items on the consent agenda, allowing for informed decision-making. Any item can be "pulled" from the consent agenda for discussion if a board member desires it.

Boards often favor consent agendas because they streamline routine approvals, freeing up time for more substantive discussions and improving meeting efficiency. They also promote better preparation and focus on important matters. Consent agendas allow boards to quickly approve routine items, saving valuable time that can be redirected to more strategic and complex discussions. By grouping routine items together, boards can approve them with a single motion instead of multiple motions, further reducing meeting time.

With less time spent on routine approvals, boards can concentrate on more substantial issues requiring in-depth discussion and decision-making. This allows for more focused conversations on key priorities, strategic planning, and problem-solving.

Consent agendas encourage board members to prepare thoroughly for meetings by reviewing materials in advance, leading to more informed discussions and decision-making. This preparation also allows for more interactive and engaging meetings, as board members can come prepared to discuss any concerns or ask questions about items on the consent agenda.

Consent agendas can reduce meeting fatigue by minimizing repetitive discussions. They streamline decision-making and ensure that routine tasks are consistently addressed. They can also enhance the board's reputation and facilitate the recruitment of future board members and staff by demonstrating efficient meeting practice. Consent agendas are an industry standard and known as a best practice tool for boards.

RECOMMEND ACTION:

Board support and consensus to bring back consent agendas at regular and special meetings of the Council.

Respectfully Submitted,
Angie Sprang
Interim Town Administrator

Town of Collbran Board of Trustees Meeting Minutes

Regular Meeting - 6:00pm – February 4, 2025

1. Call to order
2. Pledge of Allegiance
3. Roll Call

Present: Trustees Winkleblack, Price and Zentz, and Mayor Wilcox (Trustee Evans attended via ZOOM)

Staff Present: Finance Director Distel, Public Works Supervisor Mike Nichols and Town Attorney Scarbeary (Via Zoom)

4. Changes or Edits to the Agenda

Tammy Clark had requested an opportunity to speak to the Board on 4th of July events but was running late, so she was afforded the opportunity to speak later in the agenda.

5. Person(s) Not on the Agenda
A. None

6. Approve Minutes – January 7, 2025, and January 28, 2025.

MOTION: TRUSTEE ZENTZ MOVED TO APPROVE THE MINUTES FORM THE JANUARY 7, 2025 AND JANUARY 28, 2025 AS PRESENTED; SECONDED BY TRUSTEE WINKLEBLACK

Vote Results:

Trustee Evans – Yes
Trustee Price – Yes
Trustee Winkleblack - Yes
Trustee Zentz - Yes
Mayor Wilcox – Yes

MOTION PASSED

7. Approve Monthly Financial Report – January 2025

MOTION: TRUSTEE WINKLEBLACK MOVED TO APPROVE THE JANUARY 2025 EXPENDITURES AS PRESENTED, SECONDED BY TRUSTEE ZENTZ

Vote Results:

Trustee Price – No
Trustee Evans - Yes
Trustee Winkleblack – Yes
Trustee Zentz – Yes

Mayor Wilcox – Yes

MOTION PASSED

8. Discussion of the Collbran Auditorium – update and direction to staff and Asset Construction Management on move forward plan

MOTION: TRUSTEE WINKLEBLACK MOVED TO INCREASE THE AUDITORIUM PROJECT BUDGET IN THE AMOUNT OF \$25,000 FOR PURPOSES OF ADDING THE CANOPY ROOF & SIDING UPGRADES. MOTION SECONDED BY TRUSTEE ZENTZ.

Vote Results:

Trustee Evans - Yes
Trustee Price – No
Trustee Winkleblack - Yes
Trustee Zentz - Yes
Mayor Wilcox – Yes

MOTION PASSED

MOTION: TRUSTEE WINKLEBLACK MOVED TO INCREASE THE AUDITORIUM PROJECT BUDGET IN THE AMOUNT OF \$57,000 FOR PURPOSES OF COMPLETING ADA RESTROOM UPGRADES. MOTION SECONDED BY TRUSTEE ZENTZ.

Vote Results:

Trustee Evans - Yes
Trustee Price – No
Trustee Winkleblack - Yes
Trustee Zentz - Yes
Mayor Wilcox – Yes

MOTION PASSED

MOTION: TRUSTEE WINKLEBLACK MOVED THAT WE INCREASE THE AUDITORIUM PROJECT BUDGET IN THE AMOUNT OF \$15,000 FOR THE PURPOSES OF ADDING A PREP SINK FOR A BUDGETED AMOUNT OF \$15,000. MOTION SECONDED BY TRUSTEE ZENTZ.

Vote Results:

**Trustee Evans - Yes
Trustee Price - No
Trustee Winkleblack - Yes
Trustee Zentz - Yes
Mayor Wilcox – Yes**

MOTION PASSED

MOTION: TRUSTEE WINKLEBLACK MOVED THAT WE INCREASE THE AUDITORIUM PROJECT BUDGET IN THE AMOUNT OF \$30,000 FOR PURPOSES OF REFINISHING THE EXISTING WOOD FLOORS. MOTION SECONDED BY TRUSTEE ZENTZ.

Vote Results:

**Trustee Evans - Yes
Trustee Price - No
Trustee Winkleblack - Yes
Trustee Zentz - Yes
Mayor Wilcox – Yes**

MOTION PASSED

MOTION: TRUSTEE WINKLEBLACK MOVED THAT FOR COMPLETION OF THE ABATEMENT AND RENOVATION OF THE COLLBRAN AUDITORIUM WITH A REVISED NOT-TO-EXCEED CONTRACT AMOUNT WITH ASSET CONSTRUCTION MANAGEMENT OF \$1,614,290.80 AND AUTHORIZE THE MAYOR TO SIGN CHANGE ORDERS #2 and #3, AND, FURTHER, THAT THE BOARD OF TRUSTEES OF THE TOWN OF COLLBRAN DIRECT THE TOWN CLERK/TREASURER TO TRANSFER \$552,000 FROM THE 2025 BUDGET CONTINGENCY FOR AUDITORIUM TO THE BUDGET LINE ITEM FOR AUDITORIUM CONSTRUCTION. SECONDED BY TRUSTEE EVANS.

Vote Results:

Trustee Evans - Yes
Trustee Price - No
Trustee Winkleblack - Yes
Trustee Zentz - Y
Mayor Wilcox – Yes

MOTION PASSED

ITEM MOVED FROM PUBLIC COMMENT TIME PERIOD: Presentation on 2025 4th of July activities – Tammy Clark

No motions or votes

- 9. Award of bid for Highway 330 Valve Project – Paloma Wilson, KLJ Engineering.**

MOTION: TRUSTEE ZENTZ APPROVED AWARD OF BID TO PIONEER EXCAVATING FOR THE HIGHWAY 330 VALVE PROJECT. SECONDED BY TRUSTEE WINKLEBLACK.

Vote Results:

Trustee Evans – Yes
Trustee Price – Yes
Trustee Winkleblack – Yes
Trustee Zentz – Yes
Mayor Wilcox – Yes

MOTION PASSED

- 10. Approval of Task Order 2504-00219-02 with KLJ for construction observation and observation of the Highway 330 Valve Project**

MOTION: TRUSTEE ZENTZ MOVED FOR APPROVAL OF TASK ORDER 2504-00219-02 WITH KLJ FOR CONSTRUCTION OBSERVATION AND OBSERVATION OF THE HIGHWAY 330 VALVE PROJECT IN THE AMOUNT OF \$12,000. SECONDED BY TRUSTEE EVANS.

Vote Results:

Trustee Evans -Yes
Trustee Price – Yes
Trustee Winkleblack - Yes
Trustee Zentz - Yes
Mayor Wilcox – Yes

MOTION PASSED

11. Approval of Amendment 1 to Task Order 2404-00219-01 with KLJ for on-call services in the amount of \$10,000.00 extending the time to December 31, 2025, and accepting the 2025 rates.

A Motion to table this item was made by Trustee Price. There was no second on that motion.

MOTION: TRUSTEE ZENTZ MOVED FOR APPROVAL OF AMENDMENT 1 TO TASK ORDER 2404-00219-01 WITH KLJ FOR ON-CALL SERVICES IN THE AMOUNT OF \$5,000.00 AND EXTENDING THE TIME TO JUNE 30, 2025, AND ACCEPTING THE 2025 RATES. SECONDED BY TRUSTEE WINKLEBLACK.

Vote Results:

Trustee Evans - Yes

Trustee Price - Yes

Trustee Winkleblack - Yes

Trustee Zentz - Yes

Mayor Wilcox – Yes

MOTION PASSED

12. Consideration of a recommendation from Ms. Judy Egbert, the Town's Designated Election Official, to waive the competitive bidding requirements of the Town's procurement code for printing the March 25, 2025, recall ballots and instead apply Collbran Municipal Code Section 2.24.040(a), Sole source. Authorize the Town's designated election official, Ms. Judy Egbert, to coordinate with Fort Orange Press for design, printing and mailing of ballots.

MOTION: TRUSTEE PRICE MOTIONED TO USE FORT ORANGE PRESS FOR DESIGN, PRINTING AND MAILING OF BALLOTS. SECONDED BY MAYOR WILCOX.

Vote Results:

Trustee Evans - Yes

Trustee Price - Yes
Trustee Winkleblack - Yes
Trustee Zentz - Yes
Mayor Wilcox – Yes

MOTION PASSED

13. Update on Comprehensive and Three-Mile plan – Stan Clauson
No motions or votes

14. Confirmation of Blair & Associates to perform the independent audit of the financial statements as of and for the year ended December 31, 2024, at a fee of \$14,000 with direction for the Mayor to sign the letter of engagement.

MOTION: TRUSTEE ZENTZ MOVED APPROVAL OF BLAIR AND ASSOCIATES TO PERFORM THE ANNUAL AUDIT FOR FISCAL YEAR 2024 FOR A FEE OF \$14,000 WITH AUTHORIZATION FOR MAYOR TO SIGN THE LETTER OF ENGAGEMENT. SECONDED BY TRUSTEE PRICE.

Vote Results:

Trustee Evans - Yes
Trustee Price - Yes
Trustee Winkleblack - Yes
Trustee Zentz - Yes
Mayor Wilcox – Yes

MOTION PASSED

15. Attorney Wilson Scarbeary Update

16. Monthly Staff Update: Questions

17. Trustee Informational and/or items for future agenda

18. EXECUTIVE SESSION: The Board of Trustees may enter into an executive session pursuant to C.R.S. 24-6-402(4)(f) for potential interviews with candidates, discussion of qualifications, and potential appointment of an interim Town Clerk/Treasurer.

**REGULAR MEETING RECESSED AT 8:10 PM FOR EXECUTIVE SESSION
REGULAR MEETING RESUMED AT 9:48 PM**

19. MOTION: TRUSTEE ZENTZ MADE A MOTION TO APPOINT ANGIE SPRANG

**AS INTERIM TOWN MANAGER/ADMINISTRATOR. SECONDED BY
TRUSTEE PRICE.**

Vote Results:

Trustee Evans - Yes
Trustee Price - Yes
Trustee Winkleblack - Yes
Trustee Zentz - Yes
Mayor Wilcox – Yes

MOTION PASSED

**MOTION: TRUSTEE ZENTZ MOTIONED TO APPOINT DUSTIE COLELLA AS
INTERMIN CLERK AND TREASURER. SECONDED BY TRUSTEE
WINKLEBLACK.**

Vote Results:

Trustee Evans - Yes
Trustee Price - Yes
Trustee Winkleblack - Yes
Trustee Zentz - Yes
Mayor Wilcox – Yes

**20.Direction to issue RFP for contracted grant management or technical
assistance services. No motions or votes**

21.Public Correspondence

22.Upcoming Meeting Dates

23.Adjournment. Meeting was adjourned at 9:54 PM

Approved

Attest

Town of Collbran Board of Trustees Meeting Minutes

Regular Meeting - 6:00pm March 04, 2025

- 1. Call to order at 6:00pm**
- 2. Pledge of Allegiance**
- 3. Roll Call**

Present: Trustees Evans, Winkleblack, Price and, and Mayor Wilcox.

Staff Present: Finance Director Distel. Via Zoom: Manager Sprang, and Town Attorney Scarbeary.

- 4. Changes or Edits to the Agenda**
Trustee Price corrected typo in agenda item 8 to read "Main Street Liquor" instead of "Old Main Liquor."
- 5. Person(s) Not on the Agenda**
Melanie Clark spoke.
Denise E. Ells spoke.
- 6. Approve Minutes – February 11, 2025, and February 18, 2025**

MOTION: TRUSTEE WINKLEBLACK MOVED TO APPROVE THE MINUTES FORM THE FEBRUARY 11, 2025 AND FEBRUARY 18, 2025 AS PRESENTED; SECONDED BY TRUSTEE EVANS

Vote Results:

Trustee Winkleblack - Yes
Trustee Evans - Yes
Trustee Price - No
Mayor Wilcox – Yes

MOTION PASSED

- 7. Approve Monthly Financial Report – February 2025**

MOTION: TRUSTEE WINKLEBLACK MOVED TO APPROVE THE JANUARY 2025 EXPENDITURES AS PRESENTED, SECONDED BY TRUSTEE ZENTZ

Vote Results:

Trustee Winkleblack - Yes
Trustee Price – No
Trustee Evans - Yes

Mayor Wilcox – Yes

MOTION PASSED

8. Liquor License Renewal Application – Main Street Liquor
9. Collbran Plateau Valley School Water Extension Project (a.) Plateau Valley School District/Town of Collbran Water Extension IGA (b.) Mesa County/Town of Collbran Water Extension IGA for Grant Management Assistance (c.) Easement Deed and Agreement (d.) Task order 2404-00219-03 with KLJ Engineering for waterline construction observation and management (e.) RESOLUTION 2025-005, A RESOLUTION OF THE TOWN OF COLLBRAN, COLORADO APPROVING AGREEMENTS FOR THE PLATEAU VALLEY SCHOOL WATER EXTENTION PROJECT

MOTION: TRUSTEE EVANS MOVED TO APPROVE RESOLUTION 2025-005, A RESOLUTION OF THE TOWN OF COLLBRAN, COLORADO APPROVING AGREEMENTS FOR THE PLATEAU VALLEY SCHOOL WATER EXTENTION PROJECT AS PRESENTED, SECONDED BY MAYOR WILCOX

Vote Results:

**Trustee Winkleblack - Yes
Trustee Price – Yes
Trustee Evans - Yes
Mayor Wilcox – Yes**

MOTION PASSED

10. Board of Trustees Vacancy, Appointment vs. Special Election

MOTION: TRUSTEE EVANS MOVED TO INITIATITE A RECRUITMENT PROCESS TO APPOINT A QUALIFIED CITIZEN RESIDENT OF COLLBRAN TO THE BOARD PER THE COLLBRAN MUNICIPAL CODE SECTION 2.08.030, SECONDED BY TRUSTEE PRICE WITH THE STIPULATION THAT A RECRUITMENT ADVERTISEMENT GO OUT IN THE MAIL WITH THE WATER BILL,

Vote Results:

**Trustee Winkleblack - Yes
Trustee Price – Yes
Trustee Evans - Yes
Mayor Wilcox – Yes**

MOTION PASSED

11. Attorney Wilson Scarbeary Update

12. Monthly Staff Update

13. Trustee Informational and/or items for future agenda

14. Public Correspondence

MEETING ADJOURNED AT 8: 10 PM.

Approved

Attest

Town of Collbran Board of Trustees Meeting Minutes

Special Meeting - 6:00pm – March 18, 2025

1. Call to order 6:08 pm
2. Pledge of Allegiance
3. Roll Call

Present: Trustees Evans, Price, and Mayor Wilcox present. Trustee Winkleblack absent.

Staff Present: Finance Director Distel (Via Zoom), Town Attorney Scarbeary (Via Zoom), Interim Town Administrator Sprang

4. Changes or Edits to the Agenda

Trustee Price noted a typo stating that the meeting agenda incorrectly said, 'regular meeting' and that this was a 'special meeting' and requested that the change be reflected in the minutes.

5. Person(s) Not on the Agenda

A. None

6. Liquor License Renewal Public Hearing: Mountain High Pie

MOTION: TRUSTEE EVANS MOVED TO APPROVE THE LIQUOR LICENSE RENEWAL OF MOUNTAIN HIGH PIE; SECONDED BY TRUSTEE PRICE; UNANIMOUSLY APPROVED.

Vote Results:

Trustee Evans - Yes

Trustee Price - Yes

Mayor Wilcox – Yes

MOTION PASSED

7. Easter Egg Hunt Budget Request for Approval

MOTION: TRUSTEE EVANS MOVED TO APPROVE THE EASTER EGG HUNT BUDGET AS PRESENTED; SECONDED BY TRUSTEE PRICE

Vote Results:

Trustee Evans - Yes

Trustee Price - Yes

Mayor Wilcox – Yes

MOTION PASSED

8. Street Closure Request from the Plateau Valley Cancer Fund for Butterfly Release

MOTION: TRUSTEE PRICE MOVED TO APPROVE THE STREET CLOSURE PERMIT FOR THE PLATEAU VALLEY CANCER FUND FOR BUTTERFLY RELEASE AS PRESENTED, SECONDED BY TRUSTEE EVANS

Vote Results:

**Trustee Price – Yes
Trustee Evans - Yes
Mayor Wilcox – Yes**

MOTION PASSED

Recording Started at 6:39 pm

9. Public Hearing: Terell Park Subdivision

MOTION: TRUSTEE PRICE MOVED TO APPROVE ATTACHMENT C – THE TERELL PARK SUBDIVISION SKETCH PLAN AS PRESENTED, SECONDED BY MAYOR WILCOX

Vote Results:

**Trustee Price – Yes
Trustee Evans - Yes
Mayor Wilcox – Yes**

MOTION PASSED

10. Attorney Wilson Scarbeary Update

11. Monthly Staff Update: Questions

12. Trustee Informational and/or items for future agenda

13. Public Correspondence

MEETING ADJOURNED AT 8: 03 PM.

Approved

Attest

Town of Collbran Board of Trustees Meeting Minutes

Special Meeting - 6:00pm – April 01, 2025

- 1. Call to order at 6:00pm**
- 2. Pledge of Allegiance**
- 3. Roll Call**

Present: Trustees Evans, Price, and Mayor Wilcox. Via Zoom: Trustee Winkleblack.

Staff Present: Finance Director Distel, Manager Sprang. Via Zoom: Town Attorney Scarbeary

4. Changes or Edits to the Agenda

Item 6a was moved down on the agenda until Superintendent Long was present to speak to the Board.

Trustee Price requested that the minutes reflect her inquiry about Trustee Evans status as a trustee. Trustee Price asked if Trustee Evans was still a Trustee after the recent Recall Election. Manager Sprang explained that Trustee Evans is a Trustee until the Election Canvas is completed, and the newly elected Trustee is then sworn in at the next Regular Meeting. Attorney Scarbeary explained that is accurate based upon the Law.

5. Person(s) Not on the Agenda

Melanie Clark spoke.

6. Approval of Items Necessary to Complete the PVSD Waterline Construction Project (a) Notice to Proceed: PVSD Waterline Project Construction, (b) Colorado Department of Transportation Utility Permit Mayoral Signatory Approval for the PVSD Waterline Project.

MOTION: TRUSTEE WINKLEBLACK MOVED TO APPROVE THE NOTICE TO PROCEED WITH PVSD WATERLINE PROJECT CONSTRUCTION, AND COLORADO DEPARTMENT OF TRANSPORTATION UTILITY PERMIT MAYORAL SIGNATORY APPROVAL FOR THE PVDS WATERLINE PROJECT, SECONDED BY TRUSTEE EVANS

Vote Results:

**Trustee Winkleblack – Yes
Trustee Price – Yes
Trustee Evans - Yes
Mayor Wilcox – Yes**

MOTION PASSED

7. Approval of Pioneer Excavating, LLC Water Valve Replacement Contract

MOTION: TRUSTEE EVANS MOVED TO APPROVE THE CONTRACT WITH PIONEER EXCAVATING, LLC AND AUTHORIZE THE MAYOR TO SIGN IT, SECONDED BY TRUSTEE WINKLEBLACK

Vote Results:

**Trustee Winkleblack – Yes
Trustee Price – Yes
Trustee Evans - Yes
Mayor Wilcox – Yes**

MOTION PASSED

8. Attorney Wilson Scarbeary Update

9. Monthly Staff Update

10. Trustee Informational and/or items for future agenda

11. Public Correspondence

MEETING ADJOURNED AT 6:31 PM.

Approved

Attest

Town of Collbran Board of Trustees Meeting Minutes

Regular Meeting - 6:00pm – April 09, 2025

- 1. Call to order 6:06pm**
- 2. Pledge of Allegiance**
- 3. Roll Call**

Present: Trustees Evans, Winkleblack, Price, Zentz, and Mayor Wilcox.

Staff Present: Clerk Colella. Via Zoom: Finance Director Distel and Manager Sprang, Clerk Colella, and Attorney Scarbeary.

Trustee Evans read a statement.

- 4. Swearing in of Newly Elected Board Member: William Bethel**
William Bethel was sworn in by Clerk Colella.

- 5. Changes or Deletions to Agenda**

MOTION: TRUSTEE WINKLEBLACK MOVED TO SWITCH THE ORDER OF ITEMS 12 AND 13 ON THE AGENDA, SECONDED BY TRUSTEE PRICE

Vote Results:

Trustee Bethel – Yes
Trustee Winkleblack – Yes
Trustee Price – Yes
Mayor Wilcox – Yes

MOTION PASSED

- 6. Person(s) Not on the Agenda**
None

- 7. Approval of Monthly Accounts Payables**

MOTION: TRUSTEE WINKLEBLACK MOVED TO APPROVE MONTHLY ACCOUNTS PAYABLES; SECONDED BY MAYOR WILCOX

Vote Results:

Trustee Winkleblack - Yes
Trustee Bethel - Yes
Trustee Price - Yes

Mayor Wilcox – Yes

MOTION PASSED

8. Board Member Interviews and Possible Appointment of new Board Member

**MOTION: TRUSTEE PRICE MOVED TO APPOINT NORMAN STAHLY;
SECONDED BY TRUSTEE BETHEL**

Vote Results:

Trustee Winkleblack - Yes

Trustee Bethel - Yes

Trustee Price - Yes

Mayor Wilcox – Yes

MOTION PASSED

Norman Stahly was sworn in by Clerk Colella.

Mayor Wilcox moved Agenda Item 9 to Item 11, moving Items 9 and 10 up.

9. Plateau Valley Heritage Days Rodeo Committee, presenter Tamara Clark

**10.4th of July Main Street Activities Committee, presenters Brandi Norsby and
Edward Darlymple**

**11. Board Training Session, presented by Department of Local Affairs (DOLA)
Regional Manager, Dana Halvac**

**12. EXECUTIVE SESSION: The Board of Trustees may enter into an executive
session pursuant to C.R.S. 24-6-402(4)(b) for a conference with the Town
Attorney for the purpose of receiving legal advice on specific legal
questions concerning employment agreements, employment conditions,
and nondisclosure agreements with former employees.**

AND...

**13. EXECUTIVE SESSION: The Board of Trustees may enter into an executive
session pursuant to C.R.S. 24-6-402(4)(b) for a conference with the Town
Attorney for the purpose of receiving legal advice on specific legal
questions concerning claims by Asset Construction Management.**

**MOTION: TRUSTEE WINKLEBLACK MOVED TO ENTER INTO AN
EXECUTIVE SESSION PURSUANT TO C.R.S. 24-6-402(4)(b) FOR A
CONFERENCE WITH THE TOWN ATTORNEY FOR THE PURPOSE OF**

RECEIVING LEGAL ADVICE ON SPECIFIC LEGAL QUESTIONS CONCERNING CLAIMS BY ASSET CONSTRUCTION MANAGEMENT, AND TO ENTER INTO AN EXECUTIVE SESSION PURSUANT TO C.R.S.24-6-402(4)(b) FOR A CONFERENCE WITH THE TOWN ATTORNEY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE ON SPECIFIC LEGAL QUESTIONS CONCERNING EMPLOYMENT AGREEMENTS, EMPLOYMENT CONDITIONS, AND NONDISCLOSURE AGREEMENTS WITH FORMER EMPLOYEES; SECONDED BY TRUSTEE BETHEL

Vote Results:

Trustee Winkleblack - Yes
Trustee Bethel - Yes
Trustee Price - Yes
Mayor Wilcox – Yes

MOTION PASSED

1. Attorney Wilson Scarbeary Update
2. Monthly Staff Update
3. Trustee Informational and/or Items for Future Agenda, & Upcoming Meeting Dates – See Rolling Calendar
4. Public Correspondence

MEETING ADJOURNED AT 10:06 PM.

Approved

Attest

Town of Collbran
Finance Transmittal Sheet
April 2025

Accounts Payable Invoices:

See attached payment approval report \$ 164,984.81

Debit card charges:

March 2025 (detail only, summary provided last month)

April 2025 (detail to be provided next month) 6,908.83 Includes recurring utility payments (Black Hills Energy, Grand Valley Power, etc)

Payroll checks and transmittals 23,613.33

Total Disbursements \$ 195,506.97

Receipts:

Water & sewer \$ 22,458.50

Main operating account 93,327.68

Interest earned 10,950.00 Estimated

Total Receipts \$ 126,736.18

Net cash flow \$ (68,770.79)

Cash/Investment Account Balances as of 4/30/25

Grand Valley Bank Operating \$ 389,215.06

Grand Valley Bank Utility 283,799.20

Grand Valley Bank Money Market 1,365,419.74

Grand Valley Bank Debit Card 10,790.35

ColoTrust 1,391,710.30 3/31/2025

CSAFE 854,843.65

Total \$ 4,295,778.30

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Void
ALL SEASONS RENTAL								
599	ALL SEASONS RENTAL	128133	PW: TRENCHER RENTAL 1 WEEK	04/14/2025	1,015.25	1,015.25	04/22/2025	
Total ALL SEASONS RENTAL:					1,015.25	1,015.25		
ASSET ENGINEERING LIMITED								
858	ASSET ENGINEERING LIMITED	PAY APP #8 W	AUDTORIUM CONSTRUCTION MARCH 2	03/31/2025	130,727.37	130,727.37	04/01/2025	
858	ASSET ENGINEERING LIMITED	PAY APP #8 W	AUDITORIUM RETAINAGE PAY APP 8	03/31/2025	6,536.37-	6,536.37-	04/01/2025	
Total ASSET ENGINEERING LIMITED:					124,191.00	124,191.00		
CEDAR CREEK SUPPLY LLC								
811	CEDAR CREEK SUPPLY LLC	INV-0527	SEWER: LAGOON TREATMENT 275 GAL	04/03/2025	4,950.00	4,950.00	04/22/2025	
811	CEDAR CREEK SUPPLY LLC	INV-0527	SEWER: T-CHLOR 250 GAL	04/03/2025	1,570.00	1,570.00	04/22/2025	
811	CEDAR CREEK SUPPLY LLC	INV-0527	SEWER: FUEL SURCHARGE	04/03/2025	40.00	40.00	04/22/2025	
Total CEDAR CREEK SUPPLY LLC:					6,560.00	6,560.00		
CHAMBERLIN ARCHITECTS								
719	CHAMBERLIN ARCHITECTS	AUDITORIUM	AUDITORIUM: CONSTRUCTION ADMINI	03/31/2025	3,750.00	3,750.00	04/15/2025	
719	CHAMBERLIN ARCHITECTS	AUDITORIUM	AUDITORIUM: CONSTRUCTION ADMINI	03/31/2025	55.61	55.61	04/15/2025	
Total CHAMBERLIN ARCHITECTS:					3,805.61	3,805.61		
CIRSA								
144	CIRSA	INV1001205	DEDUCTIBLE: CLAIM PC6024658-1	02/26/2025	1,000.00	1,000.00	04/22/2025	
Total CIRSA:					1,000.00	1,000.00		
COLLBRAN AUTO AND TRUCK PARTS								
290	COLLBRAN AUTO AND TRUCK PARTS	STMT 1945 03	PW: MOTOR OIL ND30 3 QUARTS	03/31/2025	17.97	17.97	04/22/2025	
290	COLLBRAN AUTO AND TRUCK PARTS	STMT 1945 03	PW: GASKET	03/31/2025	2.98	2.98	04/22/2025	
Total COLLBRAN AUTO AND TRUCK PARTS:					20.95	20.95		
COLLBRAN SUPPLY								
153	COLLBRAN SUPPLY	STMT 033125	PW: REPAIRS 2GAL EXPANSION TANK 3	03/31/2025	69.99	69.99	04/01/2025	
153	COLLBRAN SUPPLY	STMT 033125	PW: REPAIRS BATTERIES K95522	03/31/2025	9.59	9.59	04/01/2025	
153	COLLBRAN SUPPLY	STMT 033125	PARKS: ROOFING SCREWS K95539	03/31/2025	22.49	22.49	04/01/2025	
153	COLLBRAN SUPPLY	STMT 033125	PW: REPAIRS MARKING PAINT 395712	03/31/2025	9.99	9.99	04/01/2025	
153	COLLBRAN SUPPLY	STMT 033125	PW: REPAIRS BATTERIES 395713	03/31/2025	25.98	25.98	04/01/2025	
153	COLLBRAN SUPPLY	STMT 033125	SEWER: REPAIRS 3 BUCKETS 395861	03/31/2025	11.97	11.97	04/01/2025	
153	COLLBRAN SUPPLY	STMT 033125	PW: REPAIRS CONDUIT HANGER 39598	03/31/2025	2.58	2.58	04/01/2025	
153	COLLBRAN SUPPLY	STMT 033125	PARKS: GANDI PARK SPRINKLER REPAI	03/31/2025	2,830.70	2,830.70	04/01/2025	
153	COLLBRAN SUPPLY	STMT 033125	PARKS: GANDI PARK SPRINKLERS CRE	03/31/2025	95.49-	95.49-	04/01/2025	
Total COLLBRAN SUPPLY:					2,887.80	2,887.80		
ELECTION JUDGES								
401	ELECTION JUDGES	032525 RECAL	ELECTION JUDGE - 0325 RECALL ELECT	03/25/2025	125.00	125.00	04/01/2025	
401	ELECTION JUDGES	032525 RECAL	ELECTION JUDGE - 0325 RECALL ELECT	03/25/2025	125.00	125.00	04/01/2025	
401	ELECTION JUDGES	2025 RECALL	ELECTION JUDGE - 0325 RECALL ELECT	03/25/2025	125.00	125.00	04/01/2025	
401	ELECTION JUDGES	ELECTION JU	ELECTION JUDGE - 0325 RECALL ELECT	03/25/2025	125.00	125.00	04/01/2025	
Total ELECTION JUDGES:					500.00	500.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Void
GRAND VALLEY CONSULTING, LLC								
874	GRAND VALLEY CONSULTING, LLC	3796	SPECIAL STRUCTURAL OBSERVATION S	03/27/2025	449.70	449.70	04/01/2025	
Total GRAND VALLEY CONSULTING, LLC:					449.70	449.70		
IRONEDGE GROUP								
563	IRONEDGE GROUP	IEG-5777	ADMIN: COMPUTER NETWORKING APR	04/01/2025	820.00	820.00	04/22/2025	
Total IRONEDGE GROUP:					820.00	820.00		
JUDY EGBERT								
875	JUDY EGBERT	ELECTION SE	HEARING OFFICER SERVICES	04/11/2025	3,000.00	3,000.00	04/15/2025	
875	JUDY EGBERT	ELECTION SE	RECALL ELECTION DEO SERVICES	04/11/2025	7,000.00	7,000.00	04/15/2025	
Total JUDY EGBERT:					10,000.00	10,000.00		
KAHILL INC.								
646	KAHILL INC.	4367	PW: GRAVEL HAULING 092324	03/23/2025	220.00	220.00	04/01/2025	
Total KAHILL INC.:					220.00	220.00		
LOCO INC.								
204	LOCO INC.	STMT 12006-3	FUEL: PW FUEL	03/31/2025	207.31	207.31	04/22/2025	
204	LOCO INC.	STMT 12006-3	FUEL TAX EXPENSE	03/31/2025	14.77	14.77	04/22/2025	
Total LOCO INC.:					222.08	222.08		
MESA COUNTY								
278	MESA COUNTY	CI-1000292	LAW ENFORCEMENT: ANIMAL IMPOUND	04/16/2025	125.00	125.00	04/22/2025	
Total MESA COUNTY:					125.00	125.00		
MESA DOOR SYSTEMS								
637	MESA DOOR SYSTEMS	PW DOOR 041	PW: DOOR REPAIR 041425	04/14/2025	601.25	601.25	04/22/2025	
Total MESA DOOR SYSTEMS:					601.25	601.25		
SNOW LINE SERVICES LLC								
717	SNOW LINE SERVICES LLC	ORC MARCH 2	WATER/WASTEWATER SPLIT	03/31/2025	2,275.00	2,275.00	04/15/2025	
717	SNOW LINE SERVICES LLC	ORC MARCH 2	WATER/WASTEWATER OPERATOR	03/31/2025	1,225.00	1,225.00	04/15/2025	
Total SNOW LINE SERVICES LLC:					3,500.00	3,500.00		
TJL COPY PRODUCTS								
526	TJL COPY PRODUCTS	TJL50363	ADMIN: COPIER MAINTENANCE CONTR	04/08/2025	430.51	430.51	04/22/2025	
Total TJL COPY PRODUCTS:					430.51	430.51		
Town of Collbran Petty Cash								
711	Town of Collbran Petty Cash	PETTY CASH	POSTAGE: ADMIN MAIL KEYS TO CANO	04/03/2025	10.65	10.65	04/22/2025	
711	Town of Collbran Petty Cash	PETTY CASH	ADMIN: OFFICE DEPOT RECEIPT BOOK	04/03/2025	17.99	17.99	04/22/2025	
711	Town of Collbran Petty Cash	PETTY CASH	ADMIN: MESA COUNTY CLERK RECORD	04/03/2025	13.00	13.00	04/22/2025	
711	Town of Collbran Petty Cash	PETTY CASH	POSTAGE: ADMIN MAIL LIQUOR LICENS	04/03/2025	20.20	20.20	04/22/2025	
711	Town of Collbran Petty Cash	PETTY CASH	ELECTION: FOOD FOR CANVASS 04032	04/03/2025	22.73	22.73	04/22/2025	
Total Town of Collbran Petty Cash:					84.57	84.57		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Void
VALLEY RANCH SUPPLY								
374	VALLEY RANCH SUPPLY	STMT 033125	PW: METAL SQUARE TUBING	03/31/2025	10.00	10.00	04/22/2025	
Total VALLEY RANCH SUPPLY:					10.00	10.00		
VERMEER COLORADO								
755	VERMEER COLORADO	20032826	PW: UNLOADER VALVE AND GAUGE	03/31/2025	131.59	131.59	04/22/2025	
Total VERMEER COLORADO:					131.59	131.59		
WILSON WILLIAMS FELLMAN DITTMAN								
857	WILSON WILLIAMS FELLMAN DITTMAN	1491	GENERAL COUNSEL SERVICES MARCH	03/31/2025	999.00	999.00	04/01/2025	
857	WILSON WILLIAMS FELLMAN DITTMAN	1491	LEGAL SERVICES - PV SCHOOL WATERL	03/31/2025	3,139.50	3,139.50	04/01/2025	
857	WILSON WILLIAMS FELLMAN DITTMAN	1491	LEGAL SERVICES - TERRELL PARK SUB	03/31/2025	3,120.00	3,120.00	04/01/2025	
857	WILSON WILLIAMS FELLMAN DITTMAN	1491	LEGAL SERVICES - PRICE CORA REQUE	03/31/2025	1,151.00	1,151.00	04/01/2025	
Total WILSON WILLIAMS FELLMAN DITTMAN:					8,409.50	8,409.50		
Grand Totals:					164,984.81	164,984.81		

Report Criteria:

Including transaction count

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
CASH DISBURSEMENTS - Debit Card Charges GVB (CD112)						
03/03/2025	1	Amazon - PW Toner for printer	10-30-4314	Operating Supplies Public Work	61.48	
03/03/2025	2	Fort Orange Press - election expense	10-02-4340	Election Expense	304.65	
03/04/2025	3	Recla Metals - supplies	10-30-4314	Operating Supplies Public Work	15.59	
03/06/2025	4	CenturyLink - PW Shop - telephone	10-30-4398	Utilities Public Works	59.28	
03/06/2025	5	CenturyLink - Town Hall - telephone	10-00-4398	Utilities	216.98	
03/06/2025	6	CenturyLink - Taxes, fees & surcharges	10-00-4355	License, Fees & Permits	27.70	
03/06/2025	7	CenturyLink - Sewer Plant - telephone	52-00-4398	Utilities Sewer	42.50	
03/06/2025	8	CenturyLink - Springs Pump Station - telep	51-00-4397	Utilities Springs Pump Station	42.50	
03/06/2025	9	CenturyLink - Water Plant - telephone	51-00-4398	Utilities Water	42.50	
03/06/2025	10	CenturyLink - WaterPlant - internet	51-00-4398	Utilities Water	64.95	
03/06/2025	11	CenturyLink - Water - taxes, fees & surchar	51-00-4355	License, Fees & Permits Water	13.85	
03/06/2025	12	CenturyLink - Sewer - taxes, fees & surcha	52-00-4355	License, Fees & Permits Sewer	4.62	
03/10/2025	13	Admin - Zoom Cloud recording	10-00-4348	Computer/Network Services	10.73	
03/10/2025	14	Terminix - water plant - maintenance	51-00-4367	Repairs & Maint. Water Treatme	45.00	
03/10/2025	15	Black Hills Energy - Auditorium	10-60-4398	Utilities Auditorium	13.89	
03/10/2025	16	Black Hills Energy - Shop	10-30-4398	Utilities Public Works	523.85	
03/10/2025	17	Black Hills Energy - Library	10-10-4398	Utilities Library	215.01	
03/10/2025	18	Black Hills Energy - Water Treatment	51-00-4398	Utilities Water	312.74	
03/10/2025	19	Black Hills Energy - Town Hall	10-00-4398	Utilities	226.15	
03/12/2025	20	Mesa County - water sampling	51-00-4353	Professional Water	25.00	
03/12/2025	21	Canva - Admin - annual subscription	10-00-4348	Computer/Network Services	119.99	
03/14/2025	22	AT&T Premier - PW cell phone	10-30-4398	Utilities Public Works	92.66	
03/19/2025	23	GVP - Springs Pump Station	51-00-4397	Utilities Springs Pump Station	390.94	
03/19/2025	24	GVP - Gandhi Park	10-50-4398	Utilities Parks	88.28	
03/19/2025	25	GVP - Water Plant	51-00-4398	Utilities Water	149.91	
03/19/2025	26	GVP - Sewer Plant	52-00-4398	Utilities Sewer	1,857.03	
03/19/2025	27	GVP - PV School Lift Station	52-01-4398	Utilities School Lift Station	65.89	
03/19/2025	28	GVP - Town Hall	10-00-4398	Utilities	211.75	
03/19/2025	29	GVP - Fairgrounds	10-54-4398	Utilities Fairgrounds	69.61	
03/19/2025	30	GVP - Plateau Creek Light	10-30-4397	Utilities Street Lights	38.35	
03/19/2025	31	GVP - Library	10-10-4398	Utilities Library	86.10	
03/19/2025	32	GVP - Auditorium	10-60-4398	Utilities Auditorium	412.20	
03/19/2025	33	GVP - Public Works Shop	10-30-4398	Utilities Public Works	107.71	
03/19/2025	34	GVP- Gandhi Park CNL	10-08-4398	Utilities - BB	31.50	
03/19/2025	35	GVP - Terrell Park	10-50-4397	Utilities Terrell Park	32.05	
03/19/2025	36	GVP - Street Lights	10-30-4397	Utilities Street Lights	324.50	
03/19/2025	37	GVP - Terrell PK Yard Lights	10-50-4397	Utilities Terrell Park	21.82	
03/19/2025	38	GVP - Spring Streets Lights	10-30-4397	Utilities Street Lights	21.82	
03/19/2025	39	GVP- Gandhi Park Pumphouse	51-00-4398	Utilities Water	72.64	
03/21/2025	40	Republic Services - trash disposal -PW	10-30-4398	Utilities Public Works	310.59	
03/24/2025	41	Office Depot - ink cartridges - water plant	51-00-4314	Operating Supplies Water -Dist	58.85	
03/24/2025	42	Office Depot - stamp - admin	10-00-4314	Operating Supplies	24.95	
03/25/2025	43	Town of Collbran - Water - Mothers Park	10-50-4398	Utilities Parks	12.29	
03/25/2025	44	Town of Collbran - Water-Sewer - Town Ha	10-00-4398	Utilities	54.01	
03/25/2025	45	Town of Collbran -Water-Sewer - Collbran	10-10-4398	Utilities Library	56.90	
03/25/2025	46	Town of Collbran - Water-Sewer - Terrell P	10-50-4397	Utilities Terrell Park	50.08	
03/25/2025	47	Town of Collbran Water-Sewer - Terrell Pa	10-50-4397	Utilities Terrell Park	12.29	
03/25/2025	48	Town of Collbran -Water-Sewer - Fairgroun	10-54-4398	Utilities Fairgrounds	55.62	
03/25/2025	49	Town of Collbran -Water-Sewer -Auditoriu	10-60-4398	Utilities Auditorium	50.08	
03/25/2025	50	Town of Collbran - Water -Lilac Park	10-50-4398	Utilities Parks	12.29	
03/25/2025	51	Town of Collbran -Water - Women's Memo	10-50-4398	Utilities Parks	12.29	
03/25/2025	52	Town of Collbran Water-Sewer - Public Wo	10-30-4398	Utilities Public Works	59.07	
03/25/2025	53	Town of Collbran - Water - Gandhi Park pu	51-00-4398	Utilities Water	12.30	

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
CASH DISBURSEMENTS - Debit Card Charges GVB (CD112) (continued)						
03/26/2025	54	Brandis Kitchen - lunch for election judges/	10-02-4340	Election Expense	102.34	
03/26/2025	55	Collbran Cafe - lunch for election judges/st	10-02-4340	Election Expense	72.62	
03/27/2025	56	UPS - Water - Water Sampling shipping	51-00-4310	Postage & Freight Water	22.34	
03/31/2025	57	March debit card charges	01-00-1025	GVB - Debit Card	.00	7,442.63-
Total CASH DISBURSEMENTS - Debit Card Charges GVB (CD112):					7,442.63	7,442.63-
References: 57 Transactions: 57						
Total 325:					7,442.63	7,442.63-
Grand Totals:					7,442.63	7,442.63-

Report Criteria:

Includes all check types

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Description	GL Account	Amount	D
03/29/2025	PC	04/04/2025	1572	Evans, Matilda M.	139		01-00-1024	69.26-	
03/29/2025	CDPT	04/15/2025	41108569	CCOERA	8	Retirement CCOERA (taxed volunt	01-00-1024	1,514.06-	
04/12/2025	CDPT	04/15/2025	41108570	AFLAC	11	Supplemental Insurance C/SD Ins	01-00-1024	175.62-	
04/12/2025	CDPT	04/15/2025	41108571	CCOERA	8	Retirement CCOERA (taxed volunt	01-00-1024	1,514.06-	
04/12/2025	CDPT	04/15/2025	41108572	COLORADO EMPLOYEE BENEFI	15	Employer Paid Life Pay Period: 4/1	01-00-1024	5,024.70-	
04/12/2025	CDPT	04/15/2025	41108573	EFTPS	13	tax deposit Federal Withholding Ta	01-00-1024	1,782.68-	
04/26/2025	CDPT	04/29/2025	41108574	CCOERA	8	Retirement CCOERA (taxed volunt	01-00-1024	1,514.06-	
03/29/2025	PC	04/04/2025	202500030	Colella, Dustie L.	146		01-00-1024	907.18-	D
03/29/2025	PC	04/04/2025	202500031	Distel, Karla Jean	129		01-00-1024	938.98-	D
03/29/2025	PC	04/04/2025	202500032	Nichols, Michael A.	121		01-00-1024	1,606.87-	D
03/29/2025	PC	04/04/2025	202500033	Vig, Michael A.	142		01-00-1024	1,119.11-	D
03/29/2025	PC	04/04/2025	202500034	White, Rory C.	126		01-00-1024	1,403.15-	D
04/12/2025	PC	04/18/2025	202500035	Colella, Dustie L.	146		01-00-1024	975.49-	D
04/12/2025	PC	04/18/2025	202500036	Distel, Karla Jean	129		01-00-1024	938.98-	D
04/12/2025	PC	04/18/2025	202500037	Nichols, Michael A.	121		01-00-1024	1,606.87-	D
04/12/2025	PC	04/18/2025	202500038	Vig, Michael A.	142		01-00-1024	1,119.11-	D
04/12/2025	PC	04/18/2025	202500039	White, Rory C.	126		01-00-1024	1,403.15-	D
Grand Totals:								23,613.33-	
								17	

TOWN OF COLLBRAN, COLORADO RESOLUTION NO.
2025-007
SERIES OF 2025

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF COLLBRAN,
COLORADO DESIGNATING SIGNATORIES ON THE TOWN BANK ACCOUNTS AND
INDIVIDUALS AUTHORIZED TO CONDUCT ONLINE BANKING ON BEHALF OF THE
TOWN**

WHEREAS, the Board of Trustees desires to designate the individuals with authority on behalf of the Town for activity involving the Town's Bank accounts

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF COLLBRAN, COLORADO AS FOLLOWS:

Section 1. The following individuals shall be the sole authorized signatories on behalf of the Town for the Town bank accounts:

1. Kendall Wilcox, Mayor
2. Jessica Price, Mayor Pro Tem
3. Dustie Colella, Town Clerk/Treasurer

Two signatures shall be required on all checks, one (1) from the Mayor or Mayor Pro Tem and one (1) from the Town Administrator or Town Clerk/Treasurer

Section 2. The following individuals shall be the sole individuals authorized to access the Town's Bank accounts online and conduct online banking activity on behalf of the Town:

1. Dustie Colella, Town Clerk/Treasurer

Section 3. The following individuals shall be removed from the authorized list of signatories and/or those authorized to access the Town's bank accounts online or conduct online banking activities:

1. Karla Distel, former Finance Director
2. Angie Sprang, former Town Administrator

THIS RESOLUTION was read, passed, and adopted by the Collbran Board of Trustees at the Special Meeting held this 06th of May 2025.

TOWN OF COLLBRAN, COLORADO

By:

ATTEST _____
Dustie Colella, Town Clerk & Treasurer

Kendall Wilcox, Mayor

TOWN OF COLLBRAN, COLORADO

RESOLUTION NO. 08

SERIES OF 2025

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF COLLBRAN,
APPROVING AND ADOPTING THE 2025 FEE SCHEDULE FOR THE TOWN**

WHEREAS, pursuant to multiple provisions of the Town Code for the Town of Collbran, Colorado, the Town of Collbran (the “Town”) charges fees for various services offered at Town Hall, rental fees for various event spaces located in Town, permit review fees for qualifying special events, liquor licenses, and other permits, administrative fees for utility services, and fees for various land use applications;

WHEREAS, Town staff have prepared an updated 2025 Fee Schedule, attached hereto as **Exhibit A** and incorporated herein by this reference (the “2025 Fee Schedule”); and

WHEREAS, the Board of Trustees for the Town desires to adopt the 2025 Fee Schedule to cover all fees assessed by the Town to ensure that those fees are representative of the Town’s costs to review said applications and provide said services to the public.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE
TOWN OF COLLBRAN, COLORADO AS FOLLOWS:**

Section 1. The above recitals are incorporated herein by reference.

Section 2. The Board approves the 2025 Fee Schedule attached hereto as **Exhibit A**.

Section 3. This Resolution shall take effect immediately upon adoption.

**THIS RESOLUTION was read, passed, and adopted by the Board of Trustees at the
Regular Meeting held this May 6th, 2025.**

TOWN OF COLLBRAN, COLORADO

By: _____

Mayor

ATTEST

Town Clerk

EXHIBIT A

Town of Collbran 2025 Fee Schedule

TOWN HALL SERVICES

Copies (black & white)	\$0.25 per page
Copies (color)	\$0.50 per page
USB Recording of Board Meetings	Cost
Faxes (incoming & outgoing)	\$1.00 per page
Notary (per seal)	\$5.00 per seal
Research Fee for Public Records	\$41.37 per hour
Returned Check Charge	\$50.00 per check

RENTAL FEES

Auditorium:

Damage/Key Deposit	\$250.00
Damage/Key Deposit (if alcohol served)	\$400.00
½ Day Rental (1 – 6 hours)	\$50.00
Full Day Rental	\$120.00
Winter Rate (October through March)	\$250.00

Town Parks:

Key Deposit (Terrell Lights)	\$10.00
------------------------------	---------

Tennis Courts:

Key Deposit	\$10.00
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Fairgrounds:

Damage/Key Deposit	\$250.00
Hold Dates (applied as damage/key deposit for first scheduled event)	\$250.00
Camping (on scheduled events only)	\$10.00 per day
Scheduled Use ½ Day	\$5.00
Scheduled Use Full Day	\$10.00
Scheduled Event	\$50.00 per day
Lights	\$5.00 per hour
Gross Gate Receipts	10%
Gross Concession Receipts	10%

SPECIAL EVENT(S)

Street Closure Permit	\$50.00 per day
Special Event Permit Application Filing Fee	\$25.00
(with Malt, Vinous, and Spiritous Liquor)	additional \$25.00 per day
(with fermented Malt Beverage 3.2 beer)	additional \$10.00 per day

Rental of Van:

Deposit	\$200.00
Key Deposit	\$10.00
Fuel	Cost of fuel/bring back with full tank
Rider/Driver	\$5.00 per person
Senior Van Rider	\$5.00 per ride

EXHIBIT A

UTILITY RATES & FEES (all fees in accordance with Collbran Municipal Code):

Deposit (New Account)	\$100.00
Deposit (Due Upon Reconnection of Delinquent Account)	\$150.00
Reconnection Fee	Cost of Staff time, Equipment Used, & Supplies
Septage Hauling Fees (Permit required)	\$00.106 per gallon

LIQUOR LICENSES - All fees are in accordance with the Department of Revenue Liquor Enforcement Division

OTHER LICENSES & PERMITS

Burn Permit	\$5.00
Livestock Permit	\$25.00

LAND USE FEES

Zoning Compliance Certificate	\$50.00
Zone Change/Amendment	\$250.00
Annexation	\$500.00
Use by Review	\$250.00
Off Street Parking Variance	\$100.00
Home Occupation	\$50.00
Variance (all types except parking, above)	\$100.00
Demolition Permit Application Filing Fee	\$80.00
Excavation Permit Application Filing Fee	\$180.00
Building, or Demolition, or Repair Permit	\$30.00 each
Certificate of Zoning Compliance	\$50.00
Floodplain Development Permit	\$150.00
Mobile Home Park Modification Permit	\$250.00
Mobile Home Removal or Replacement Permit	\$150.00
Mobile Home Park Application (New Park)	\$500.00
Annual Mobile Home Park License Fee 0 – 10 Units	\$100.00
Annual Mobile Home Park License Fee 11 or more Units	\$175.00
Subdivision Master Development Plan	\$300.00
Subdivision Plat	\$300.00
Rearrangement of Property Boundaries	\$250.00
Building Official Action Appeal	\$50.00
Street Excavation or Street Cut Permit	\$150.00
Sidewalk Construction Permit	\$100.00
Right of Way Vacation	\$100.00
Town Attorney	\$170.00 per hour
Town Planner	\$85.00 per hour

MARSHAL'S DEPARTMENT – Effective August 2024, contact the Mesa County Sheriff's Office.

TOWN OF COLLBRAN, COLORADO

RESOLUTION NO. 9

SERIES OF 2025

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF COLLBRAN,
DECLARING CERTAIN EQUIPMENT AS SURPLUS PROPERTY**

WHEREAS, the Town of Collbran, Colorado (the “Town”) is authorized to dispose of surplus property pursuant to a validly adopted resolution;

WHEREAS, the Town is the owner of property described in **Attachment A**, attached hereto and incorporated herein by this reference;

WHEREAS, the property described in **Attachment A** is not being used for a public purpose and is surplus; and

WHEREAS, the Board of Trustees for the Town (the “Board”) desires to sell, donate or otherwise dispose of said property

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF COLLBRAN, COLORADO AS FOLLOWS:

Section 1. The above recitals are incorporated herein by reference.

Section 2. The Board hereby declares that the property described in **Attachment A** is surplus property owned by the Town.

Section 3. The described property will be disposed of as required by law.

Section 4. This Resolution shall take effect immediately upon adoption.

THIS RESOLUTION was read, passed, and adopted by the Board of Trustees at the Regular Meeting held this May 6th, 2025.

TOWN OF COLLBRAN, COLORADO

By:_____

Mayor

ATTEST

Town Clerk

Marshal office inventory - as provided by Marshal to accounting department, used for annual financial reporting					
Date Acq	Description	Cost			
08/14/09	2 48c Black Safes	1,999.98			
09/21/12	Marshal:dvr security system	2,100.00			
09/21/12	Marshal:security cameras	400.00			
12/12/12	Marshal:CBI Computer System	912.46			
01/09/14	Shotgun	1,040.24			
01/15/14	Handgun	998.99			
01/23/14	Fixed Mount Dual Antenna	2,957.99			
02/10/14	Masterpiece 16 Threaded Ba	1,300.50			
02/24/14	Motorola XTS2500 & battery	889.80			
02/24/14	Camera System - Gandhi Park	1,928.44			
02/10/15	ASUS Computer	1,019.98			
03/17/15	Dodge Durango	43,059.98			
01/13/16	Durango Equipment	757.63			
12/27/17	Equip Marshall Vehicle	6,181.70			
03/19/18	Marshal - 2018 Dodge Durango	29,566.00			
12/31/18	2018 Patrol car changeover costs	20,478.81			
10/29/20	GETAC - Mobile data terminal (computer 1 of 2)	5,736.00			
10/29/20	GETAC - Mobile data terminal (computer 2 of 2)	5,736.00			
10/15/21	H&K VP9 Pistol	721.47			
10/15/21	H&K VP9 Pistol	721.47			
12/07/21	2012 Dodge Charger Patrol package	3,000.00			
05/25/22	Body worn cameras - Brite Computers (3)	7,070.00			
11/04/22	2022 Dodge Durango Patrol - Mike Shaw Dodge	33,424.00			
05/09/23	Kenwood Tri-Band Radio for 2022 Durango	5,769.00			
06/22/23	2022 Patrol car changeover costs	19,259.00			
10/15/23	2021 Taser & Basic Bundle	5,052.66			
Totals: 1020 - EQUIPMENT - PUBLIC SAFETY (23 assets)		202,082.10			
The 2018 Dodge Durango was donated to Plateau Valley Fire Department in 2024					
The 2021 Dodge Durango was sold to the City of Canon City in 2024 for \$42,500					
The 2012 Dodge Charger was sold at auction 10/2023 for net of \$3,527.50					
The 2015 Dodge Durango remains with the Town, serious mechanical issues					
The gun safes remain in the storage room					
There were 30+ air rifles, CO2 guns and airsoft guns used for training they were bundled and taken to auction in 8/24 and netted \$815.10					
Uniform shirts, pants and other badged clothing are in PW Storage, need to be burned/destroyed.					
they cannot be resused or sold by law due to the risk of impersonation.					
Computers are obsolete, need to be wiped/disposed					
Body worn cameras are being returned to grant agency for re-assignment					
Firearms that were on loan to Marshal from federal programs were transferred back to those programs in 2024					
The remaining firearms (14) were Town owned and were taken by the SO to the armory in 2024. The SO have facilitated an offer from ProForce Law Enforcement for sale of those firearms for a total of \$3,050.					
There are two additional inventory sheets attached:					
Collbran Marshal's Office Equipment Inventory					
Collbran Marshal's Office - Police Equipment Inventory					
The items on these lists are either controlled law enforcement items or would present logistical or safety/security issues if Town staff were to attempt to dispose of them					
The Sheriff's Department has therefore offered to accept these items and dispose of or use them as they see fit. The tasers are not the same version they use, but they will try to find another agency who can use them.					
Some items will have to be destroyed or decommissioned. For example, body armor is only warrantied 5 years from the date of manufacture.					
They will likely use the ammunition for training purposes.					
They are willing to absorb the decommissioning costs if the Town does not expect payment for the remaining items.					
Staff recommends that the firearms be sold to ProForce Law Enforcement and the remaining items be donated to the Mesa County Sheriff's office for disposition as they see fit.					

Collbran Marshal's Office Equipment Inventory

Soft body armor: First Class Uniform Inc, size XXXL, manufactured: 5/20/21

(4) steel side armor plates, manufactured: 7/16

(2) steel front/back armor plates, manufactured: 8/17

(4) ceramic front/back armor plates, level III+, 10"X12", manufactured: 5/10

(3) ballistic helmets (2 green, 1 black), manufactured: 11/17, 11/17, 8/07

(2) Shotgun bandoliers w/ 12ga ammo (buck and slugs)

(1) 30cal ammo can w/ .308win loose ammo

(1) 50cal ammo can w/ .308win loose ammo

(5) 20 rounds boxes Hornady .308win TAP ammo

(1) 20 round box Federal .308win BTHP ammo

(6) 20 round boxes Federal .308win soft point ammo

(1) case (500 rounds) .300blk ammo

(2) cardboard boxes loose .223rem ammo

(3) 20 round box, (1) 15 round box Federal .223rem BTHP ammo

(10) rounds Hornady .223rem TAP Barrier ammo

(4) 5 round boxes Federal 12ga slugs

(1) 10 round box Hornady 12ga 00buck

(2) full (1) partial box Federal 9mm HST ammo

(1) partial box 12ga "shell cracker" ammo

(1) partial box 12ga less lethal rubber buckshot ammo

(10) boxes Rio 12ga target load ammo

(10) boxes Estate 12ga target load ammo

(10) boxes misc. 12ga ammo

(8) Glock handgun magazines

(6) HK handgun magazines

(13) AR15 magazines

(2) .308win rifle magazines

Misc dummy rounds

(3) Marshal badges

Attachment "A"

Page 3

Collbran Marshal's Office - Police Equipment Inventory

Date	Item	Make	Model	Serial#	Notes	QTY: Location
3/8/2024	Taser	Taser	Taser-7	X40017FVT	w/holster, battery, cartridge	1 Locker A
3/8/2024	Taser	Taser	Taser-7	X40017E7F	w/holster, battery, cartridge	1 Locker A
3/8/2024	Taser	Taser	X26	W00-628408	w/holster, battery, cartridge	1 Locker A
3/8/2024	Taser	Taser	X26	W00-183575	w/holster, no battery, no cartrid	1 Locker A
3/12/2024	Taser	Taser	X26	X00-183735	No holster, nocartridges	1 Locker A



2625 Stearman Drive, Ste A, Prescott, AZ 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

O R D E R

QUOTE#

PAGE

710502

1

SHIP DATE

A.S.A.P.

Q U O T E

SOLD
TO

MESA COUNTY SHERIFF'S OFFICE
PO BOX 20000

GRAND JUNCTION CO 81502

970-244-3503

SHIP
TO

MESA COUNTY SHERIFF'S OFFICE
215 RICE AVE

GRAND JUNCTION CO 81501

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.	
N/A	01/23/25	007391	A	IVAN GELO	FX G-FOB ORIGIN		
QTY. ORDER	ITEM NO./DESC.				UNIT PRICE	UOM DISC.	NET PRICE
1	TRADES CREDIT FOR TRADES-IF NOT SENT AS SPECIFIED, MAY BE REDUCED 1.Remington 870 Tactical, 12 gauge, black, ghost ring sights, extended mag, fair condition. SN: CC71157C 2.Rock Island Armory Meriva, 12 gauge, black, bead front sight, good condition. SN: R222723 3.Rock Island Armory Meriva, 12 gauge, painted orange furniture, bead front sight, fair condition. SN: R232736 4.Remington 870, 12 gauge, orange Magpul furniture, bead front sight, fair condition. SN: CC14701B 5.Savage Axix, .308Win, black, adjustable cheek piece, Vortex Crossfire 3-9 (painted), Harris style bipod, good condition. SN: J762569 6.DPMS 5.56Nato, black, Vortex Diamondback 3.5-10, 45* backup sights, bipod, good condition. SN: FFH171253 7.DPMS 5.56Nato, black w/ FDE Magpul furniture, Vortex Diamondback 3.5-10, bipod, fair condition. SN: FFH173204 8.Anderson MFG, 300Blk, black, Vortex Spitfire 3X, 45* backup sights, light, fair condition. SN: 17003268 9.Anderson MFG, 300Blk, painted, Vortex Spitfire 3X, backup sights, light, fair condition. SN: 17003267 10.Glock 21 G4, .45ACP, good condition, w/ rifle conversion upper, Vortex Spitfire 3X. SN: UHY979 11.Glock 41 G4, .45ACP, good condition. SN: XVP800 12.Glock 41 G4, .45ACP, fair condition. SN: XZA048 13.HK VP9, 9mm, FDE/BLK, full kit/box, Holosun 507C-GR X2				3,050.00-	EA .00	3,050.00CR
	COMMENT						
	TERMS						



2625 Stearman Drive, Ste A, Prescott, AZ 86301
 Tel: 928-776-7192 Fax: 928-445-3468
 email: sales@proforceonline.com www.proforceonline.com

O R D E R

QUOTE#

PAGE

710502

2

SHIP DATE

A.S.A.P.

Q U O T E

SOLD
TO

MESA COUNTY SHERIFF'S OFFICE
 PO BOX 20000

GRAND JUNCTION CO 81502

970-244-3503

SHIP
TO

MESA COUNTY SHERIFF'S OFFICE
 215 RICE AVE

GRAND JUNCTION CO 81501

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	01/23/25	007391	A	IVAN GELO	FX G-FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
	ACSS Vulcan, good condition. SN: 224-329225 14.HK VP9, 9mm, FDE/BLK, full kit/box, Holosun 507C-GR X2 ACSS Vulcan, poor condition. SN: 224-329227 IMPORTANT NOTICES: This quotation is based on the issuance of a department purchase order and F.E.T. form. ATF or the manufacturer may require additional forms. Sample forms may be found at: http://www.ProForceonline.com/forms.html Standard Terms are Net 30 days. If department policy does not allow for partial shipments and payments, separate purchase orders for each item will be necessary. Standard manufacturer's warranty applies to all department This quote is valid for 45 days, pending credit approval, and is subject to manufacturer's availability and price change. Please call (800) 367-5855 if this bid is still pending on the expiration date for updated pricing. ProForce Law Enforcement agrees to defend, indemnify and hold harmless its customers from claims for personal injury or property damages, to the extent arising from the negligent acts or omissions of ProForce Law Enforcement or			

COMMENT

TERMS



2625 Stearman Drive, Ste A, Prescott, AZ 86301
 Tel: 928-776-7192 Fax: 928-445-3468
 email: sales@proforceonline.com www.proforceonline.com

O R D E R

Q U O T E

QUOTE# PAGE

710502 3

SHIP DATE

A.S.A.P.

SOLD
TO

MESA COUNTY SHERIFF'S OFFICE
 PO BOX 20000

GRAND JUNCTION CO 81502

970-244-3503

SHIP
TO

MESA COUNTY SHERIFF'S OFFICE
 215 RICE AVE

GRAND JUNCTION CO 81501

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	01/23/25	007391	A	IVAN GELO	FX G-FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
	<p>its employees, agents or independent contractors.</p> <p>ORDERING INSTRUCTIONS: Please reply to your sales representative in writing to process this order or send an email to john.gall@proforceonline.com. For orders over \$5,000, a PO or signed quote is required to process the order.</p> <p>Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items</p> <p>IMPORTANT: To order from this quotation, please sign below.</p> <p>Printed Name: _____</p> <p>-</p> <p>Date: _____ P.O.: _____</p> <p>-</p> <p>Signature: _____</p>			

COMMENT

TERMS DUE NET 30 DAYS

SALES AMOUNT

3,050.00CR

Exhibit 3-1

***WORK-BASED LEARNING PROGRAM AGREEMENT
BETWEEN***

COLLBRAN JOB CORPS

57608 HWY 330, COLLBRAN, CO 81624

and

TOWN OF COLLBRAN

COLLBRAN COLORADO 81624

The above-mentioned organizations are entering into an AGREEMENT to establish a Work-based Learning (WBL) Program with the stipulations outlined below. This document is not a contract or a legally binding document; rather, it is a Memorandum of Understanding (MOU) between the above-mentioned parties.

Job Corps students are considered employees of the federal government for purposes of medical coverage under the Federal Employees' Compensation Act (FECA). Section 8143 of FECA states, "While students are enrolled in Job Corps, students are considered employees of the federal government for purposes of medical coverage under FECA. The 'performance of duty' does not include an act of an enrollee while absent from his assigned post of duty, except while participating in an activity (including an activity while on pass or during travel to or from the post duty) authorized by or under the direction and supervision of Job Corps." In paid WBL situations, an employment relationship exists between the employer and the student; therefore, the provisions of the Fair Labor Standards Act are applicable.

There is no provision stated or implied in the Act that employers must provide additional insurance coverage for federal employees. While students are assigned to the work site, the WBL Coordinator is responsible for monitoring and working closely with the students and employers to provide training, weekly evaluations, and conflict resolution. The WBL employer should be advised to report all accidents and injuries that occur during the "performance of duty" directly to the Center Director or WBL Coordinator. In the event a student is injured while assigned to a WBL site, the student is covered under FECA. WBL employer must record the incident in accordance with the established injury recordkeeping system, and report the incident to the WBL Coordinator.

There are no specific general industry Occupational Safety and Health Administration (OSHA) standards for accident investigation. However, Job Corps centers are required to conduct accident investigations in the event of a fatality, major property damage or injuries, including serious injuries resulting in hospitalization in accordance with 29 CFR 1960.29, “Basic Program Elements for Federal Employees OSHA.” In the event of a student fatality or serious injury, the work site and the WBL Coordinator are responsible for contacting OSHA and the Job Corps center within 8 hours. Job Corps and the work site should conduct an accident investigation to determine the root cause in order to implement corrective actions to prevent future occurrences.

The work site employer, Job Corps center, or Sovereign Nation is required to provide immediate access to OSHA Inspectors after an incident (OSHA Act of 1970, Sec.8 Inspections, Investigations, and Recordkeeping).

Work-Based Learning Agreements

Job Corps Center agrees to:

1) Request a copy of the WBL site’s last federal and/or state OSHA inspection to review violations. WBL Coordinator will contact site to determine if the identified hazards have been abated.

- If site refuses to provide copy of inspection results, center WBL Coordinator will obtain general inspection and/or accident inspection data from the federal OSHA website at <http://www.osha.gov/oshstats/index.html> or the state OSHA website.

2) Monitor all active WBL sites at least monthly to ensure that students are receiving quality training in a safe environment. Center instructors, Safety Officers, and other staff must visit active work sites on a regular basis to:

- Observe and counsel students.
- Observe the working environment for potential hazards.
- Observe students’ use of safety work practices including use of proper protective equipment.
- Ensure tool inventory, accountability, and security procedures are being followed.
- Ensure that the training needs of the students are being met.
- Determine, in collaboration with the work-site supervisor, what on-center activities might be needed to support training at the work site.

3) Implement a process for notifying the employer in the case of student absence (i.e., winter break, unexpected student absence, center function).

4) Record all accidents and injuries in the Employee’s Compensation Operations and Management Portal (ECOMP) within 7 days of supervisor notification.

5) Record and report all serious injuries or illnesses within 24 hours to the ECOMP coordinator, local director and local safety manager.

- 6) Implement a process for notifying the employer of potential safety hazards identified by students and/or center staff.
- 7) Coordinate with the employer to conduct an investigation of accidents resulting in serious injuries and/or fatalities involving Job Corps students.
- 8) Document and record student WBL assignments and progress.
- 9) Provide the competencies (or sections of the student's Electronic Training Achievement Record [e-TAR] in which the student will be trained at the work site).
- 10) Provide a process for notifying the center in the case of student absence or injury.
- 11) Provide a schedule/format for providing feedback to the center and the student about the student's performance.

WBL Employer agrees to:

- 1) Provide the center WBL Coordinator with a copy of the latest federal and/or state OSHA inspection results upon request.
- 2) Provide direct supervision and workplace mentors to students.
- 3) Assist students in achieving agreed upon career technical and academic skills.
- 4) Provide a safe environment.
- 5) Support industry-specific certification requirements, as applicable.
- 6) Not discriminate against students with disabilities and to provide reasonable accommodation, as determined by applicable state and federal law.
- 7) The student must not displace employees at the work site.
- 8) Document student achievements and competencies.
- 9) Provide Center Safety Officer or other staff with routine escorted or unescorted access to student work areas to observe working/training conditions.
- 10) Adhere to all federal and state laws and regulations regarding employment and applicable safety and occupational health.
- 11) Coordinate with Center Safety Officer to conduct an investigation of accidents resulting in serious injuries and/or fatalities involving Job Corps students.
- 12) Provide the Occupational Safety and Health Administration (OSHA) with immediate access to the work site in the event of a student fatality or serious injury.
- 13) Provide all equipment, tools, and personal protective equipment and clothing needed to perform the assigned duties that would normally be provided to employees.

14) Ensure full tool inventory, accountability, and security, ensuring that all tools are accounted for before the end of each class, or the end of each day if off-site, and ensuring that all tools that are unaccounted for are found and all tools are secured.

15) Inform the Center Director, or designee, of all accidents and injuries within 24 hours.

16) Adhere to the provisions of the Fair Labor Standards Act if an employment relationship exists between the employer and the student.

17) Report all accidents, damage, loss or destruction of property, or emergency immediately to Evonne Stites, Center Director /designee, at in order to provide a detailed report.

Center Director: _____ Date: _____

WBL Coordinator: _____ Date: _____

Center Safety Officer: _____ Date: _____

Company CEO/Designee: _____ Date: _____

Company WBL Supervisor: _____ Date: _____

Company Safety Officer: _____ Date: _____

PROFESSIONAL SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the “Agreement”) is entered into this ___ day of _____, 2025, by and between the Town of Collbran, Colorado a Colorado municipal corporation with an address of 1010 High Street, P.O. Box 387, Collbran, Colorado 81624 (the “Town”), and Distel Consulting LLC, a Colorado limited liability company with a principal address of 3110 D ¾ Court, Grand Junction, CO 81504 (“Contractor”) (each a “Party” and collectively, the “Parties”).

WHEREAS, the Town requires contract and grant management services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite qualifications and experience to perform the requested services.

NOW THEREFORE, in consideration of the above Recitals, incorporated herein, and for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Scope of Services. Contractor shall perform the services set forth in Contractor’s proposal attached hereto as **Exhibit A** and incorporated herein by this reference (the “Work”) in a timely, expeditious, and professional manner. In the event of any conflicts between the Agreement and any of the attached exhibits, this Agreement shall prevail. Contractor shall be responsible for providing, at its cost and expense, all management, supervision, labor, materials, administrative support, supplies and equipment necessary to perform the Services as required by this Agreement.

2. Compensation

2.1 Compensation for Services. For satisfactory performance of the Services hereunder, the Town shall pay Contractor for the performance of the services detailed in this Agreement as provided in **Exhibit A** (the “Compensation”). The Compensation is inclusive of all reimbursable expenses and shall not be exceeded without the written authorization of the Town. The Town shall have no obligation to make any payments until such time as the Town accepts Contractor’s performance as satisfactory. All payments under this Agreement shall be to the trade or business name of the Contractor. No payments will be personally made to an individual under this Agreement.

2.2 Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt, or liability beyond the current fiscal year.

2.3. Multi-Year Contracts. The obligations of the Town hereunder shall not constitute a general obligation indebtedness or multiple year direct or indirect debt or similar financial obligation within the meaning of the Constitution or laws of the State of Colorado.

3. Terms of Performance.

3.1 Time of Performance. Contractor shall complete the Work described in **Exhibit A**.

3.2 Independent Contractor. It is the express intention of the parties that the Contractor is not employed by the Town but is an independent contractor. Agents or employees of Contractor shall never be, hold themselves out as being, or be deemed to be an employee or agent of the Town. As an independent contractor, Contractor agrees, pursuant to C.R.S. § 8-40-202(2)(b)(iv), that it is not entitled to workers' compensation benefits and that Contractor, as an independent contractor, is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement.

3.3 Hazardous Materials. Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state, and local statutes, regulations, ordinances, and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection human health, safety, or the indoor or outdoor environment, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, *et seq.*; the Toxic Substances Control Act, 15 U.S.C. §§ 2601, *et seq.*; the Clean Water Act, 33 U.S.C. §1251, *et seq.*; the Clean Air Act, 42 U.S.C. § 740, *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. §§ 651, *et seq.*; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulation, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

4. Termination. This agreement may be terminated by either party upon written notice.

• **Insurance and Indemnification.**

5.1 **Insurance.** Contractor shall, at its own expense, keep in full force and effect during the term of this Agreement, and during the term of any extension thereof, insurance coverages in the following amounts:

General Liability	\$1,000,000	Automobile Liability	\$1,000,000
Damaged to Rented Equipment	\$100,000	Workers Compensation	\$100,000 each accident
Personal Injury	\$1,000,000		\$100,000 each person
General Aggregate	\$2,000,000		\$500,000 policy limit
Products Liability	\$2,000,000		

The Town shall be a named as an additional insured on any required policy and Contractor shall furnish the Town with a Certificate of Insurance confirming required coverages.

5.2 **Workers' Compensation and Other Insurance.** During the term of this Agreement, Contractor shall procure and keep in force workers' compensation insurance and all other insurance required by any applicable law. If under Colorado law Contractor is not required to carry workers' compensation insurance, Contractor shall provide the Town an executed Certificate of Exemption From Statutory Workers' Compensation Law and Acknowledgment of Risk/Hold Harmless Agreement, which shall be attached hereto as Exhibit B and incorporated herein by reference.

5.3 **Indemnification.** The Town shall hold Contractor harmless from and against all actions, damages, costs, liability, claims, losses, penalties and expenses (including but not limited to reasonable attorney's fees for legal counsel retained by Town, expert fees, litigation costs, and investigation costs) of every type and description to which any or all of them may be subjected by reason of, or resulting from, directly or indirectly, the Consultant's actions while acting within the scope of services contained herein. The obligation to defend, indemnify and hold harmless set forth applies to all claims and liability regardless of whether any insurance policies are applicable.

6. Miscellaneous.

6.1 **No Assignment.** Neither Party may assign any part of this Agreement without the express written consent of the other Party.

6.2 **No Waiver.** Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.

6.3 **Force Majure.** No Party shall be in breach of this Agreement, if such Party's failure to perform any of the duties under this Agreement is due to Force Majure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, fires, sabotage, terrorist attacks, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government, or pandemics.

6.4 Third Parties. There are no intended third-party beneficiaries to this Agreement.

6.5 Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

6.6 Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

6.7 Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed. Notwithstanding any language contained in **Exhibit A**, Contractor shall be responsible for any damage to Town Property.

6.8 Government Immunity. Nothing in this Agreement or in any action taken by the Town pursuant to this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege or protection of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, as amended.

6.9 Assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns, and successors.

6.10 Amendments. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties.

6.11 Governing Law/Venue. This Agreement shall be governed by the laws of the State of Colorado. Jurisdiction and venue for the resolution of any dispute or breach under this Agreement shall be in the applicable court for Mesa County, Colorado.

6.12 Attorney's Fees. In the event of default of either party leading to legal action to enforce any provision of this Agreement or to recover damages for a breach, the prevailing party shall be entitled to recover its attorney's fees and costs from the other party.

6.13 Counterparts. This Agreement may be executed in counterparts.

TOWN OF COLLBRAN, COLORADO

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

CONTRACTOR

Karla Distel
Distel Consulting, LLC
970-799-4419
karla@distelconsulting.com

Exhibit A
Scope of Services
Grant and Project Management Services:

Term of Agreement:

The term of this Agreement shall be effective for a period commencing May 12, 2025, and ending December 31, 2025. The term of this agreement may be extended, in writing, by mutual agreement of the parties.

Scope of Work by Contractor:

Administrative, technical, project and grant management assistance for the following named projects:

Collbran Auditorium project

Collbran/Plateau Valley Middle-Mile Broadband project

Specifically, the contractor will provide:

- Contract management services
 - Auditorium - Asset Construction and Chamberlin Architects and others that may be necessary to complete the project,
 - Broadband – Apeiron and Neucomm, others as required
- Grant monitoring, reporting and reimbursement requests:
 - Auditorium – CDBG, Mesa County, private donations
 - Broadband – Energy Impact Assistance, FML, Mesa County
- Grant compliance
 - Auditorium – Davis Bacon and other acts, specialized CDBG and EIAF, State Historic Fund
 - Broadband – EIAF requirements
- Grant closeout
 - Meet with DOLA or other grant representatives to ensure all grant activities are complete and all reimbursements and reports have been filed.
 - Provide electronic copies of all applicable files, correspondence to the Town and auditors, if requested.

It shall be the Town's responsibility to promptly provide copies of all correspondence, invoices, checks or other materials necessary to complete this scope of work as requested by the Consultant. Failure to promptly provide may be grounds for termination of this agreement.

Fees:

Contractor will perform these services for a one-time payment of \$115 to be billed upon the successful closeout of each project, which represents a nominal charge of one (1) hour of consultant's time at the Contractor's normal rate of \$115 per hour, total amount not to exceed \$230. Town also agrees to reimburse Consultant for round-trip mileage at the current IRS rate of \$0.70 per mile for any travel between the Consultant's offices and the Town of Collbran. Said reimbursement shall not exceed \$300, for a combined not-to-exceed amount of \$530.

This agreement is exclusively for the above-listed services for the Collbran Auditorium and Collbran/Plateau Valley Middle-Mile Broadband project. Any other services that the Town requests shall be performed only under a separately negotiated amendment to this agreement. Any work not related to the Auditorium or Broadband projects must be approved, in writing, in a manner that is acceptable to both parties. Any requests for services unrelated to the Auditorium and Broadband will be subject to Contractor's availability.

EXHIBIT B
CERTIFICATE OF EXEMPTION FROM STATUTORY WORKERS’
COMPENSATION LAW AND ACKNOWLEDGEMENT OF
RISK/HOLD HARMLESS AGREEMENT

(“Contractor”) certifies to the Town of Collbran (“Town”) that it is exempt from the provisions of the Colorado Workers’ Compensation Act.

If Contractor has any employees who will perform the Services or subsequently employs any person to perform the Services as set forth in this Agreement (other than subcontractors, who are not considered employees for the purposes of workers’ compensation), it agrees to provide the Town with a Certificate of Insurance as required by the Agreement indicating proof of statutory workers’ compensation coverage on such persons prior to their start of work for the Town.

Contractor acknowledges that it will be engaging in activities which exposes it to the risk of bodily injury, that it is physically capable of performing the activities, and that all necessary precautions to prevent injury to Contractor and others will be taken. Contractor shall not hold the Town liable for any injuries sustained, by it or others, which may arise out of or in the course of the work performed for or on behalf of the Town, and Contractor agrees to defend, indemnify, and hold harmless the Town from all such claims.

CONTRACTOR:

By: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing Certificate of Exemption From Statutory Workers’ Compensation Law and Acknowledgment of Risk/Hold Harmless Agreement was acknowledged before me this ____ day of _____, 2025 by _____ .

Witness my hand and official seal.

My Commission Expires _____ .

Notary Public



OFFICE OF THE STATE AUDITOR • LOCAL GOVERNMENT AUDIT DIVISION
KERRI L. HUNTER, CPA, CFE • STATE AUDITOR

Request for Extension of Time to File Audit

Enter Year End Date (mm/dd/yyyy) **12/31/2024**

Requests should be submitted via internet porta under the government's name:
<https://apps.leg.co.gov/osa/lg>.

Government Name:	Town of Collbran
Name of Contact:	Dustie Colella, Clerk
Address:	1010 High Street, P.O. Box 387
City/Zip Code	Collbran, CO 81624
Phone Number:	970-487-3751
E-mail	clerk@townofcollbran.us

Extension requests shall be submitted in accordance with the deadlines established in Section 29-1-606 (1) through (4), C.R.S. which is no later than 7 months after the local government's year end, (or 6 months for school district and 8 Months for housing authorities) The State Auditor may authorize an extension of such time for not more than 60 days as prescribed by Section 29-1-606(4), C.R.S.

I understand that if the audit is not submitted within the approved extension of time, the government named in the extension request will be considered in default without further notice, and the State Auditor shall take further action as prescribed by Section 29-1-606(5)(b), C.R.S.

MUST be signed by a member of the governing board.

Signature

Printed Name:

Title:

Date:

ESTIMATE



Service Address

102 Main Street
Collbran, Co 81624

Prepared For

Town Of Collbran
Roof DEMO Change
Order Revised
1007 S 7th St.
Grand Junction, Co
81501
(970) 487-3751

Asbestos Professionals, LLC.

600 Telluride st, Building E and F
Aurora, CO 80011
Phone: (303) 337-4839
Email: info@asbestosprofessionals.net
Fax: (303) 369-7626
Web: www.asbestosprofessionals.net

Estimate # 3489
Date 04/07/2025
Business / Tax # 47-3825161

Description

Total

Asbestos Abatement	\$4,591.57
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This charge covers preclean, set up of containment, labor for removal, final cleaning/decontamination of equipment, tools , containment, etc. Removal of containment once the Abatement has been completed and transporting waste to the nearest landfill.

Subtotal	\$4,591.57
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Total	\$4,591.57
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Notes:**SCOPE OF WORK**

Asbestos Professionals will be abating approximately "846" sqft. of asbestos containing " Tar Impregnated Roofing Material and Siding Silver Paint and Gray Roofing Caulk"under a full permitted multiple phases containments.

Additional ACM was found under the eyebrow of the roof of the North and South of the building

AREAS OF ABATEMENT

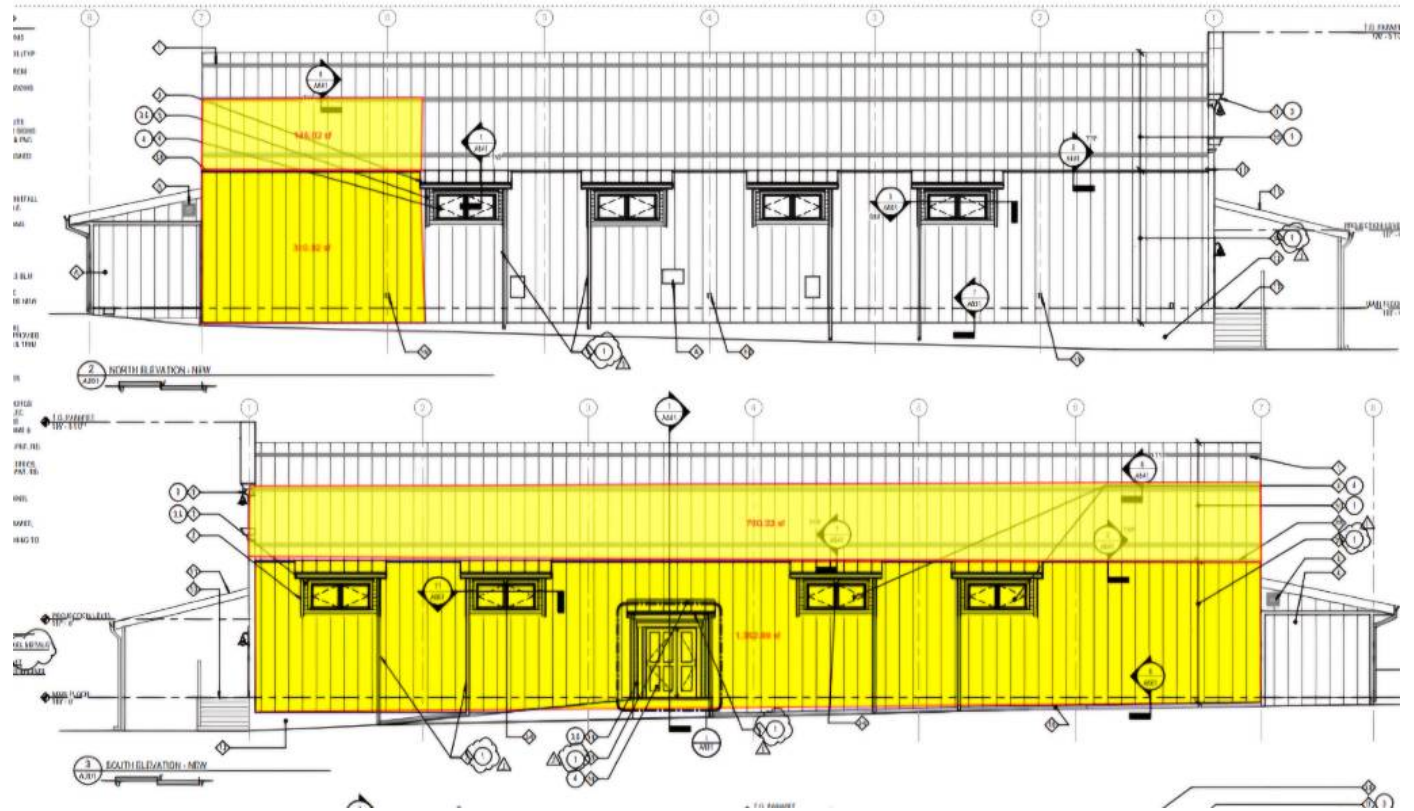
Roofing shingles and Siding Removal 846 sqft of the Northeast side of the building and the south side of the building.

Remove and dispose of 1,200 sqft of the eyebrow of the roof to gain access to the ACM materials

Remove opening areas of the 1x1s every so often to gain access to ACM debris that is trapped in between the walls

PLEASE NOTE: Third-party clearance fees are NOT included . All clearances are done by a third-party company. Also, there may be a change order if the full containment falls or is damaged with the weather. Or if power on site is not enough to run, all the necessary equipment. All content must be removed from the work area prior to the beginning of the project .If you would like Asbestos Professionals to remove and pack the content for you, there will be an additional fee assessed. This project shouldn't take longer than 5 days to complete.

We accept Visa and MasterCard credit/debit cards. We also accept business checks, personal checks, and cashier checks. We DO NOT accept starter checks for payments. Please make all checks out to Asbestos Professionals, Inc.







I, _____, (hereafter referred to as "I") hereby authorize and contract with Asbestos Professionals LLC, (hereafter referred to as "AP") to perform asbestos abatement on the premises located at _____

I further agree that I will pay AP directly for any and all services rendered pursuant to my authorization. \$_____ is to be paid upon completion of the services as agreed upon by the parties. I also authorize my insurance company and or provider to pay contractor solely and directly for any portion of work they perform. This amount is subject to change based on findings after the work has started. Any change to the scope of work or any additional costs must be approved in writing by both parties to this agreement. AP will be entitled to at least an amount equal to their materials costs and labor costs plus an additional 15% for any change order not agreed upon which is deemed necessary and is in fact necessary for the completion of the scope of work.

I also agree that if any invoice for services is not paid when due, the balance due shall bear interest of 15% per annum, compounded monthly. The makers, endorsers, guarantors or sureties hereby jointly and severally agree to pay all costs of collection including attorney's fees. Unless otherwise prohibited by state law, if any unpaid balance is referred to an attorney for collection I authorize any attorney of record to confess judgment to be entered by any court that may have jurisdiction, at any time after default in payment shall occur and hereby waives all exceptions to the extent permitted by law.

AP is bound to perform under all applicable laws and regulations. These include regulation No. 8 of the Colorado Code of Regulations. AP is also bound to ensure the safety of its employees to the best of its ability. Therefore, AP must use tape, staples, ets to build containments in order to perform its services. Therefore, I hereby waive any liability and cause of action I may have for any reasonable damage which may occur from building out the required containment.

Town Of Collbran Roof DEMO Change Order
Revised

AIA® Document G701® – 2017

Change Order

PROJECT: (Name and address)

Collbran Auditorium
102 Main St., Collbran, CO

CONTRACT INFORMATION:

Contract For: General Construction
Date: July 24, 2024

CHANGE ORDER INFORMATION:

Change Order Number: 004
Date: April 14, 2025

OWNER: (Name and address)

Town of Collbran
1010 High Street
Collbran, CO 81624

ARCHITECT: (Name and address)

Chamberlin Architects
437 Main Street
Grand Junction, CO 81501

CONTRACTOR: (Name and address)

Asset Engineering Limited
PO Box 4382
Grand Junction, CO 81502

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Change order to return funds from the construction contingency to the Owner for abatement change order issued by Asbestos Professionals 4/7/2025.

Deduct \$4,591.57

The original Contract Sum was	\$ 1,372,867.56
The net change by previously authorized Change Orders	\$ 238,528.23
The Contract Sum prior to this Change Order was	\$ 1,611,395.79
The Contract Sum will be decreased by this Change Order in the amount of	\$ 4,591.57
The new Contract Sum including this Change Order will be	\$ 1,606,804.22

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Chamberlin Architects

ARCHITECT (Firm name)

SIGNATURE

Patrick Hummel, AIA

PRINTED NAME AND TITLE

04/25/2025

DATE

Asset Engineering Limited

CONTRACTOR (Firm name)

SIGNATURE

Jane Pizem, CEO

PRINTED NAME AND TITLE

DATE

Town of Collbran

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE



TOWN OF COLLBRAN, COLORADO

REQUEST FOR PROPOSALS

TOWN ATTORNEY

Town of Collbran
1010 High Street
Collbran, CO 81624
970-487-3751
townofcollbran.colorado.gov

REQUEST FOR PROPOSALS

May 06, 2025

The Town of Collbran is currently seeking the services of a municipal attorney to serve as the Town Attorney. It is intended that the successful candidate would perform the services listed in this proposal. **THIS REQUEST FOR PROPOSAL (RFP) IS NOT A COMPETITIVE BID BASED ON PRICE ONLY.** The request for proposal allows the Town of Collbran, Colorado (the Town) to select a service provider that best meets the needs of the Town, taking into consideration proposer qualifications, price, products, and service capabilities and other factors relevant to the Town's policies, programs, administrative resources, and budget. The Town reserves the right to accept or reject any and all proposals and to waive any informalities or irregularities in said proposals. The Request for Proposals does not bind the Town to hire a new Town Attorney when, in the Town's sole discretion, the Town determines not to do so.

This RFP has been advertised on <https://www.bidnetdirect.com/>. Any modifications to this RFP or addenda pertaining to this RFP will be published on the above-mentioned website, and all proposers are responsible to periodically check these websites for relevant updates prior to the submission of a proposal.

This RFP contains the instructions governing the proposals to be submitted, the material to be included therein, and the requirements that must be met to be eligible for consideration.

CALENDAR

A tentative schedule of key dates for the project has been established as follows:

May 07, 2025	Send out Request for Qualifications
May 15, 2025	Deadline for submission of questions
May 21, 2025	Deadline for submission of qualifications
May 23, 2025	Selection of finalists for interview
Week of May 26, 2025	Conduct interviews
Will be set after interviews	Appointment of Town Attorney

Questions concerning the information contained herein should be directed to the following person:

Dustie Colella
Town Clerk/Treasurer
clerk@townofcollbran.us

or

Mayor [Kendall Wilcox](#)
k.wilcox@townofcollbran.us

COMMUNITY BACKGROUND

The Town of Collbran, Mesa County, Colorado, is a Title 31 statutory Town, and was incorporated in 1908. The Town has a population of approximately 368 residents (2022 Census) and consists of approximately 260 households. The Town is situated in the Plateau Valley on the Grand Mesa. The Town provides a full range of public services, including public safety, Municipal Utilities (water, wastewater), Infrastructure (drainage, streets, public buildings, and sidewalks), and Town parks. The community is zoned for and developed with different zones for commercial and residential.

There are five (5) Board of Trustee representatives, and each representative is elected to the Board for staggered four (4) year terms. The Mayor is elected for a two (2) year term. Every two (2) years, the mayor and two (2) Trustee representatives are up for election. The Mayor and all Trustees are elected “at large.”

The Town Manager, who functions as the chief operating officer of the Town, answers directly to the Board of Trustees. The Town employs Department Managers and a staff of approximately 6 full-time employees to manage the Town’s day-to-day business.

SCOPE OF SERVICES

CRS 31-4-304 provides for the appointment of a Town Attorney. “The board of trustees shall appoint a town attorney, as it deems necessary for the good government of the corporation [Town].”

The scope of services for the Town Attorney includes but is not limited to:

- Review or draft intergovernmental agreements
- Defense of Town from lawsuits
- Train Board members in legal matters
- Review or draft changes to the Municipal Code
- Review or prepare Board resolutions
- Review or draft contracts
- Involvement in personnel matters
- Involvement in liquor licensing issues
- Involvement in development of code amendments
- Shall prosecute ordinance violations and they shall conduct for the Town such cases in court
- Shall perform such other duties as may be prescribed for them by the Board of Trustees, including municipal court prosecution
- Shall call to the attention of the Board all matters of law, and changes or developments therein, affecting the Town
- Provide support to a separate law firm, if requested by staff or by the other firm, for special matters determined by the Board to be assigned to an outside Attorney
- Involvement in condemnation proceedings
- Review of Plats
- Involvement in other legal issues

The Attorney shall perform such other duties as may be prescribed for them by the Board of Trustees, including municipal court prosecution. The Town Attorney is requested to attend all or

selected portions of two (2) Board of Trustee meetings a month and may be requested to attend other meetings as necessary. Meetings may be attended in-person or remotely. The Board of Trustees meet the first and third Tuesday of every month with meetings beginning at 6:00pm and has full capability for interactive remote attendance by the Town Attorney via Zoom software.

PROPOSAL REQUIREMENTS

The following items should be addressed as part of the proposal:

1. Name of the person providing Town Attorney services to the Town. This is the person who will be appointed to the position of Town Attorney by the Town Board of Trustees, and is the person who will attend Board meetings on the first and third Tuesday evenings and all other Special Meetings. A resume of this person's background and experience should emphasize the municipal law experience of that person and the level of responsibility in this area.
2. The names and qualifications for each supporting member of the Town Attorney team and how they would be utilized by the Town Attorney.
3. Furnish an organizational chart of the permanent personnel in your office who will be responsible for the Town engagement.
4. Describe any knowledge or experience that makes you and/or your firm particularly qualified for the position.
5. Provide the name of your professional liability and other insurance carriers and the insurance limits on each policy.
6. Disclose any potential conflicts of interest that your firm may have in relation to the Town of Collbran.
7. Provide details regarding your existing workload and how you will fit this contract into your existing work priorities.
8. Provide a list of all other municipal clients with whom you have worked in the past five years. Please submit three client references that we may contact. These should be municipal governments or other governmental organizations where the individuals listed in Items #1 and #2 above currently provide or have provided municipal legal services in the recent past.
9. An acknowledgement that the proposed point person will not be changed without Board approval.
10. Each respondent's qualifications should address the ability to perform this scope of work, along with the specific expertise, education and experience of the various individuals who will be performing the work.
11. The Town reserves the right to obtain services from other attorneys when the Town, in its sole discretion, believes that the use of another law firm would be in the best interests of the Town. The respondent's proposal must affirmatively state that this is acceptable and that the respondent will agree to this provision in the negotiated contract.
12. List of rates by the Town Attorney and supporting staff.
13. The Town is soliciting talent and expertise first and foremost. While cost to the Town is important, the selection will not be based solely on cost. Please detail and explain your and/or your firm's required fees to perform the requested services.
14. If you propose to bill for services at an hourly rate or a monthly fee, provide the current hourly/monthly rate for each lawyer and for each employee of your firm who may work on

Town matters. State specifically whether you will work on a fixed fee basis and, if so, how you propose that such a fee be determined. State specifically that if you are the successful candidate and if your fee will be based on hourly rates that you will not increase the rate for Town matters before January 1, 2026.

15. Specify availability and preferences for in-person or remote attendance.

CURRENT AND SPECIFIC PROJECTS REQUIRING LEGAL ASSISTANCE:

1. Comprehensive Plan Update and 3-Mile Plan. The current comprehensive plan was last amended/modified in 2011. The Town is currently working with a consulting firm for the draft but will require legal review for the final draft.
2. At the completion of the Comprehensive Plan project, there will undoubtedly be land development regulations that will also need to be updated. This project will need legal review prior to adoption of any correcting ordinances.
3. Development improvement agreements for proposed development(s) within the Town and assistance with negotiations and agreements between the Town and the Plateau Valley School District for water and sewer service.
4. Development and administration of memorandums of understanding and/or memorandums of agreement between the Town and other parties, including other local governments, federal agencies, and local not-for-profit organizations. Also development of contract documents, including templates that can be utilized by staff when necessary. Due to the relatively small staff size at the Town, many tasks and projects are completed by contract or agreement with other agencies. For example, the Town is currently considering an agreement with the Mesa County Sheriff's Department for law enforcement services in lieu of providing those services by an in-house Marshal's department.
5. The Town has a significant water rights portfolio and has engaged a specialized water rights attorney to review the portfolio and assist with several projects related to the Town's water rights. While the current intent is to keep the water rights issues with current counsel, it may be necessary or advisable at some point to transfer that responsibility to the selected Town Attorney. The Town has engaged in an RFP process to seek the services of an attorney specializing in water law, so this may or may not be a part of the Town Attorney role' though, the new Town Attorney may need to work in partnership with the Town Water Attorney on water law related matters.
6. The Town has engaged specialized counsel in telecommunications and broadband to assist as the Town's middle-mile broadband network is completed. Once the network is completed and operated by the Town's contracted partner, Region 10 LEAP, we expect this work to be minimal.

GENERAL TERMS AND CONDITIONS

1. The Town reserves the right to undertake its own investigation to evaluate a proposer/candidate. The Town shall have the sole discretion to accept or reject a proposal.
2. All proposals become the property of the Town upon receipt and will not be returned to the proposer/candidate. Selection or rejection of the proposal will not affect this right.
3. The Town operates under public disclosure laws, as part of normal procedures. Proprietary information must be identified and will be protected as far as possible.
4. Cost of developing the proposal, attendance at the remotely held oral interview or any other such costs are entirely the responsibility of the proposer/candidate and shall not be reimbursed in any manner by the Town. Finalists will be selected for interviews by the Town Board. Finalists are welcome to have one, some, or all members of their team attend the selection committee interview.
5. Failure to conform to proposal rules, including failure to respond to each item in the Proposal section of this RFP or to follow the proposal format requested in the RFP may lead to the rejection of a proposal. The submittals should contain all information necessary to evaluate the proposals.
6. The successful proposer/candidate shall not at any time permit any individual employed by the Town to benefit because of a financial interest in the candidate's firm, any affiliate of the successful candidate, or any subcontractor.
7. The final selection will be based on the written proposal, oral and written responses of client references and on the interview with the proposer/candidate. The Town will not be bound or responsible for any explanations or interpretations other than those given in writing as set forth in this Request for Proposals (RFP). No oral interpretations will be made by the Town to any firm as to the requirements of this RFP.

The Town shall reserve the right to reject any or all proposals, and to waive any informalities or irregularities therein and request new proposals when required. The Town reserves the right to request additional information or clarifications from firms, and or to allow corrections of errors or omissions. Submission of proposals indicates acceptance by the firm of the conditions contained in this RFP.

The accuracy of the proposal is the sole responsibility of the proposer/candidate. No changes in the proposal shall be allowed after the submission deadline, except when the proposer/candidate can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the error and the price actually intended. Alternate proposals will not be considered. The Town reserves the right to accept or reject any and all proposals and to waive any informalities or irregularities in said proposals. The Request for Proposal does not bind the Town to accept a proposal when, in the Town's sole discretion, the Town determines not to do so. Additionally, the Town reserves the right to modify the schedule as necessary and will notify those participating in BIDNET. The Town of Collbran is an equal opportunity employer.

TERMINATION OF CONTRACT

The Town may, by written notice to the successful proposer/candidate, terminate the contract if the proposer/candidate has been found to have failed to perform in a manner satisfactory to the

Town's specifications, including delivery as specified. The date of termination shall be stated in the notice. The Town shall be the sole judge of non-performance. The Town may cancel the contract upon thirty (30) days' written notice for reasons other than cause. This may include the Town's inability to continue with the contract due to non-appropriation or reduction of funding.

TOWN OF COLLBRAN, COLORADO
Ordinance 2025-01

AN ORDINANCE OF THE TOWN OF COLLBRAN, COLORADO ADOPTING AND AMENDING THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL PLUMBING CODE, THE INTERNATIONAL FUEL GAS CODE, THE INTERNATIONAL MECHANICAL CODE, THE INTERNATIONAL EXISTING BUILDING CODE, THE INTERNATIONAL RESIDENTIAL CODE, THE NATIONAL ELECTRICAL CODE, THE INTERNATIONAL ENERGY CONSERVATION CODE, AND THE COLORADO MODEL ELECTRIC READY AND SOLAR READY CODE TO BE APPLIED THROUGHOUT THE TOWN OF COLLBRAN, COLORADO.

WHEREAS, pursuant to C.R.S. §§ 31-15-401, *et seq.*, and 31-16-201, *et seq.*, as amended, the Board of Trustees (the “Board”) for the Town of Collbran, Colorado (the “Town”) has the power to adopt generally applicable ordinances, including adopting by reference certain model codes including a building code;

WHEREAS, the Town has previously adopted by reference various model codes published by the International Code Council (the “ICC”) including the 2018 International Building Code, the 2018 International Plumbing Code, the 2018 International Mechanical Code, the 2018 International Fuel Gas Code, the 2018 International Existing Building Code, the 2018 International Residential Code, and the 2018 International Energy Conservation Code (together, the “2018 International Model Codes”);

WHEREAS, the Town has previously adopted by reference the 2017 National Electrical Code”) (the “2017 National Electrical Code”) published by the National Fire Protection Association (the “NFPA”);

WHEREAS, the 2018 International Model Codes and the 2017 National Electrical Code are codified in Articles 6.12 – 6.40 of the Code of the Town of Collbran (the “Town Code”);

WHEREAS, pursuant to an intergovernmental agreement between the Town and Mesa County, Colorado (the “County”) – which is authorized pursuant to Article XIV, Section 18 of the Colorado Constitution and C.R.S. §§ 29-1-203 – Mesa County agrees to serve as the Town’s Building Official under all applicable model building codes;

WHEREAS, by September 1, 2025, Mesa County will adopt and enforce the most recent versions of various model building codes as more fully set forth herein;

WHEREAS, pursuant to the intergovernmental agreement between Mesa County and the Town, the Town must follow the County’s adoption of the various model building codes as set forth herein;

WHEREAS, the purpose of the ICC’s 2024 International Building Code (the “IBC”) is to comprehensively regulate the erection, construction, enlargement, alteration, repair, moving,

removal, demolition, conversion, occupancy, equipment, use, height, area, and maintenance of all structures;

WHEREAS, the purpose of the ICC’s 2024 International Residential Code (the “IRC”) is provide minimum standards for the construction, alteration, movement, repair, use and occupancy, location removal and demolition of one- and two-story residential dwellings and the use of certain equipment;

WHEREAS, the purpose of the ICC’s 2024 International Mechanical Code (the “IMC”) is to provide minimum requirements for, regulate, and control the design, construction, installation, quality of materials, location operation and maintenance, and the use of heating, ventilating, cooling, refrigeration systems, incinerators, and other miscellaneous heat producing appliances;

WHEREAS, the purpose of the ICC’s 2024 International Plumbing Code (the “IPC”) is to provide minimum standards for the safe installation and maintenance of sewage and water piping systems;

WHEREAS, the purpose of the ICC’s 2024 International Fuel Gas Code (the “IFGC”) is to provide minimum standards for safe installation of fuel gas piping systems, fuel gas utilization equipment, and related accessories;

WHEREAS, the purpose of the ICC’s 2024 International Existing Building Code (the “IEBC”) is to encourage the use and reuse of existing buildings and to provide regulations covering the repair, alteration, addition, and change of occupancy for existing buildings and historic buildings while achieving appropriate levels of safety without requiring full compliance with the new construction requirements of other ICC codes;

WHEREAS, the purpose of the ICC’s 2024 International Energy Conservation Code (the “IECC”) is to provide minimum standards for energy efficiency, the use of natural resources, and the impact of energy usage on the environment;

WHEREAS, C.R.S. § 31-15-602 requires that any municipality adopting the 2021 or more recent versions of the IECC also adopt the Colorado Model Electric Ready and Solar Ready Code (the “CMERSRC”);

WHEREAS, the purpose of CMERSRC is to ensure that newly-constructed buildings are constructed in a manner where solar photovoltaic or solar thermal systems and electric vehicle charging infrastructure may be readily installed and building systems may be readily electrified;

WHEREAS, the purpose of NFPA’s 2023 National Electrical Code (the “NEC”) is to provide the benchmark for safe electrical design, installation, and inspection to protect people and property from electrical hazards;

WHEREAS, the Board hereby finds and determines that the adoption of the 2024 IBC, 2024 IRC, the 2024 IMC, the 2024 IPC, the 2024 IFGC, the 2024 IEBC, the 2021 IECC, the

CMERSC, and the 2023 NEC (together, the “Building Codes”) is necessary to protect the public health, safety, and welfare of the Town;

WHEREAS, pursuant to the requirements of C.R.S. §§ 31-16-201 *et seq.*, on June 3rd, 2025, the Board conducted a properly-noticed public hearing on the adoption of the Building Codes by reference, including the amendments thereto more fully set forth herein;

WHEREAS, copies of the Building Codes – as amended – are available for inspection at Town Hall, located at 1010 High Street, Collbran, Colorado 81624; and

WHEREAS, to cover the administrative costs of enforcement of the Building Codes, including the cost to review applications and conduct inspections, the Town approves the Fee Schedule attached hereto as **Exhibit A**.

NOW THEREFORE, BE IT ORDAINED, by the Board of the Town of Collbran as follows:

Section 1. Repeal and Replace Town Code Sections 6.12.010 – 6.12.030. Sections 6.12.010 – 6.12.030 are hereby repealed in their entirety and reenacted as follows:

ARTICLE 6.12 INTERNATIONAL BUILDING CODE

6.12.010 Adopted by Reference

- (a) The International Building Code, 2024 Edition, as published by the International Code Council, Inc., together with amendments set forth below (hereafter “IBC” or “International Building Code”) is hereby adopted to provide minimum standards to safeguard life and limb, health, property, and the public welfare by regulating and controlling various matters including without limitation the design, construction, quality of materials, use and occupancy, location, and maintenance of all buildings and structures within the jurisdiction.
- (b) The following Chapters of the Appendices of the International Building Code, 2024 Edition, are adopted:
 - i. Chapter C, Group U - Agriculture Building;
 - ii. Chapter I, Patio Covers; and
 - iii. Chapter P, Sleeping Lofts.

6.12.020 Amendments

The IBC, is hereby amended as follows:

- (a) Section 101: Section 101.4.4 **Property maintenance** is amended by deletion of this section in its entirety.
- (b) Section 105: Section 105.1 **Required** is amended by the addition of the sentence: “Each separate building, structure, pool, retaining wall, etc. shall require a separate permit.”
- (c) Section 105: Section 105.2 **Work exempt from permit** is amended to read:
 - i. “6. Sidewalks, driveways and platforms not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and are not part of an accessible route.
 - ii. “11. Swings and other playground equipment, located outside, of all occupancies covered by this code.
- (d) Section 105: Section 105.2 **Work exempt from permit** is amended by the addition of the following new items:
 - i. “14. Plastic covered crop production shelters where access to public is prohibited.”
 - ii. “15. Shade fabric structures 400 square feet or less.”
 - iii. “16. Storage containers on active construction sites for short-term utilization, subject to annual review.”
- (e) Section 105: Section 105.6 **Suspension or revocation** is amended by the addition of the sentence to read: “The Building Official may suspend or revoke a permit when a Stop Work Notice is issued in writing by another governing federal, state or local authorities in violation of any ordinance or regulation under their authority.”
- (f) Section 109: Section 109.2 **Schedule of permit fees** is amended by the addition of Exhibit A Town of Collbran Building Department Fee Schedule. (Copy of Exhibit A Town of Collbran Building Department Fee Schedule, is on file at Town Hall).
- (g) Section 109: Section 109.6 **Refunds** is amended by the addition of the following: “Building permit fees may be refunded at the rate of

85% of the building permit fee provided the project for which the permit was issued has not commenced or inspections have not been conducted. No refunds will be made after work has commenced or after 180 days of issuance.”

- (h) Section 109: Section 109.7 **Fees for agriculture buildings** is amended by the addition of Subsection 109.7 to read: “No fees shall be required for a building permit obtained for Agriculture Buildings defined as buildings or structures used for the sole purpose of providing shelter for agricultural implements, farm products, livestock or poultry, that is not a place of employment or open to the public. This agriculture building fee exemption does not include fees for electrical, mechanical and plumbing permits for said structures.”
- (i) Section 110: Section 110.7 **Inspections for agriculture buildings** is amended by addition of Subsection 110.7 to read as follows: “No inspections shall be required for a building permit obtained for Agriculture Buildings defined as buildings or structures used for the sole purpose of providing shelter for agricultural implements, farm products, livestock or poultry, that is not a place of employment or open to the public. However, this exemption is not an exception of the minimum building standards set forth in the International Building Code, or to the other requirements for inspections for electrical, mechanical and plumbing.”
- (j) Section 111: Section 111.2 **Certificate issued** is amended by deletion of: “or other laws that are enforced by the department” and replaced with: “or other codes referenced in this ordinance.”
- (k) Section 111: Section 111.3 **Temporary occupancy** is amended by addition of the following: “Such temporary occupancy shall be limited to the provisions of this code or any other code referenced in this ordinance.”
- (l) Section 113: Section 113 **Board of appeals** is amended by deletion of this section in its entirety and replaced with: “The Board of Appeals established under this Chapter shall serve as the Board of Appeals.”
- (m) Section 114: Section 114.4 **Violation penalties** is amended by deletion of this section in its entirety and replaced with: “Any person who violates a provision of the code or fails to comply with any of the requirements thereof shall be subject to the penalties prescribed in this Chapter.”

- (n) Section 116: Section 116.1 **Unsafe Conditions** is amended by adding a paragraph to read: “The building official may cause the premises to be closed up and secure through any available public agency or contractor arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be lien upon such real estate and may be collected by any other legal resource. The building official may condemn unsafe structures.”
- (o) Section 305: Section 305.2.3 “**Twelve**” or **fewer children in a dwelling unit** is amended by deleting Five and replacing with Twelve.
- (p) Section 308: Section 308.2.4 **Five or fewer persons receiving custodial care** is amended by deleting: “provided an automatic sprinkler system is installed in accordance with section 903.3.1.3 or with Section 2904 of the International Residential Code.”
- (q) Section 310: Section 310.4.1 **Care facilities within a dwelling** is amended by deleting: “provided an automatic sprinkler system is installed in accordance with section 903.3.1.3 or with section 2904 of the International Residential Code.”
- (r) Section 310: Section 310.6 **Residential Group R-5** is amended by the addition of Section 310.6 to read as follows: “**Residential Group R-5.** Residential Group R-5 occupancy shall include buildings, structures or portions thereof for more than five but not more than 16 persons, excluding staff, who reside on a 24-hour basis in a supervised residential environment. This occupancy requires that all persons residing within shall, without any assistance, be capable of responding to an emergency situation to complete building evacuation. Such occupancy shall comply with the International Residential Code. This group shall include, but not limited to, the following:

Congregate living facilities (nontransient) with 16 or fewer occupants, for whom supervision is provided on a 24-hour basis within the building, structure or portion thereof”
- (s) Section 1004: Table 1004.5 **Maximum floor area allowances per occupant** is amended to change the maximum floor area allowance per occupant of Agriculture Building from: 300 Gross to 500 Gross.
- (t) Chapter 30: Chapter 30 **Elevators and conveying systems** is amended by the addition of four new sections and subsections to read as follows:

SECTION 3010

PERMITS & CERTIFICATES OF INSPECTION

3010.1 Permits Required. It shall be unlawful to install any new elevator, moving walk, escalator or dumbwaiter or to make alterations to any existing elevator, dumbwaiter or moving walk, as defined in ASME A17.1, without first having obtained a permit for such installations from the building official. Permits shall not be required for maintenance or minor alterations.

3010.2 Certificates of Inspection Required. It shall be unlawful to operate any elevator, dumbwaiter, escalator or moving walk without a current certificate of inspection issued by an approved inspection agency. Such certificates shall be issued upon payment of prescribed fees and a valid inspection report indicating that the conveyance is safe and that the inspection and tests have been performed in accordance with ASME A17.1. Certificates shall not be issued when the conveyance is posted as unsafe pursuant to Section 3013.

3010.3 Applications for Permits. Applications for a permit to install shall be made on forms provided by the building official, and the permit shall be issued to an owner or the owner's representative, upon payment of the permit fees specified in this section.

3010.4 Applications for Certificates of Inspection. Applications for an inspection and certificates of inspection shall be made to an approved inspection agency by the owner of an elevator, dumbwaiter, escalator or moving walk. Fees for inspections and certificates of inspection shall be determined by the approved inspection agency.

3010.5 Fees. A fee for each permit shall be paid to the building official as prescribed in the jurisdiction Permit Fee Schedule.

SECTION 3011

DESIGN

3011.1 Detailed Requirements. For detailed design, construction and installation requirements see Chapter 16 and the appropriate requirements for ASME A17.1.

SECTION 3012 REQUIREMENTS FOR OPERATION AND MAINTENANCE

3012.1 General. The owner shall be responsible for the safe operation and maintenance of each elevator, dumbwaiter, escalator and moving walk installations and shall cause periodic inspections to be made on such conveyances as required by this section.

3012.2 Periodic Inspection and Tests. Routine and periodic inspections and tests shall be made as required by ASME A17.1.

3012.3 Alterations, Repairs and Maintenance. Alterations, repairs and maintenance shall be made as required by ASME A17.1.

3012.4 Inspection Costs. All costs of such inspections shall be paid by the owner.

SECTION 3013 UNSAFE CONDITIONS

3013.1 Unsafe Conditions. When an inspection reveals an unsafe condition of an elevator, escalator, moving walk or dumbwaiter, the inspector shall immediately file with the owner and the building official a full and true report of inspection and unsafe conditions. If the building official finds that the unsafe condition endangers human life, the building official shall cause to be placed on such conveyance, in a conspicuous place, a notice stating that such conveyance is unsafe. The owner shall see to it that such notice of unsafe condition is legibly maintained where placed by the building official. The building official shall also issue an order in writing to the owner requiring the repairs or alterations to be made to such conveyance that are necessary to render it safe and may order the operation thereof discontinued until the repairs or alterations are made or the unsafe conditions are removed. A posted notice of unsafe conditions shall be removed by the building official when satisfied that the unsafe conditions have been corrected.

- (u) Section 3109: Section 3109.1 **General** is amended by deletion and replaced with: “Swimming pools, spas and hot tub barriers shall

comply with section 305 of the International Swimming Pool and Spa Code.”

6.12.030 Copies on File and Available for Sale

At least one copy of the International Building Code, 2024 Edition, and the adopted Chapters of the Appendices thereto, together with one copy of the ordinance codified in this chapter, shall be kept on file in Town Hall. Copies of said IBC and adopted Appendices shall be available for sale to the public at a moderate price.

* * *

Section 2. Repeal and Replace Town Code Sections 6.16.010 – 6.16.030. Sections 6.16.010 – 6.16.030 are hereby repealed in their entirety and reenacted as follows:

ARTICLE 6.16 INTERNATIONAL PLUMBING CODE

6.16.010 Adopted by Reference

- (a) The International Plumbing Code, 2024 Edition, published by the International Code Council and as amended and adopted by the State of Colorado Plumbing Board pursuant to C.R.S. §§ 12-155-101, *et seq.*, together with amendments set forth below (hereafter “IPC”) and applicable chapters of the International Residential Code published by the International Code Council and as amended is hereby adopted to regulate the design, construction, quality of materials, erection, installation, alteration, location, relocation, replacement, addition to, use and maintenance of plumbing systems within the Jurisdiction.

6.16.020 Amendments

The IPC, is hereby amended as follows:

- (a) **Fee schedule** is amended by the addition of Exhibit A Town of Collbran Building Department Fee Schedule. (Copy of Exhibit A Town of Collbran Building Department Fee Schedule, is on file in Town Hall).
- (b) **Fee refunds** is amended by the deletion of this section in its entirety and replaced with the following: “Building permit fees may be refunded at the rate of 85% of the building permit fee provided the project for which the permit was issued has not commenced or inspections have not been conducted. No refunds will be made after work has commenced or after 180 days of issuance.”

- (c) **Means of appeal** is amended by deletion of this section in its entirety and replaced with the following: “The Colorado State Plumbing Board serves as the Board of Appeals for the International Plumbing Code.”

6.16.030 Copies on File and Available for Sale

At least one copy of the International Plumbing Code, 2024 Edition, together with one copy of the ordinance codified in this chapter, shall be kept on file at Town Hall. Copies of said IPC shall be available for sale to the public at a moderate price.

* * *

Section 3. Repeal and Replace Town Code Sections 6.20.010 – 6.20.030. Sections 6.02.010 – 6.20.030 are hereby repealed in their entirety and reenacted as follows:

ARTICLE 6.20 INTERNATIONAL MECHANICAL CODE

6.20.010 Adopted by Reference

- (a) The International Mechanical Code, 2024 Edition, as published by the International Code Council, together with amendments set forth below (hereafter “IMC” or “International Mechanical Code”) is hereby adopted to regulate the design, construction, quality of materials, erection, installation, alteration, location, relocation, replacement, addition to, use and maintenance of mechanical systems within the Jurisdiction.

6.20.020 Amendments

The IMC is hereby amended as follows:

- (a) Section 108: Section 108.2 **Schedule of Permit Fees** is amended by the addition of Exhibit A Town of Collbran Building Department Fee Schedule. (Copy of Exhibit A Town of Collbran Building Department Fee Schedule, is on file in Town Hall).
- (b) Section 108: Section 108.6 **Refunds** is amended by the deletion of this section in its entirety and replaced with the following: “Building permit fees may be refunded at the rate of 85% of the building permit fee provided the project for which the permit was issued has not commenced or inspections have not been conducted. No refunds will be made after work has commenced or after 180 days of issuance.”

- (c) Section 112: Section 112 **Means of appeal** is amended by deletion of this section in its entirety and replaced with the following: “The Board of Appeals established in Part 13 shall serve as the Board of Appeals.”
- (d) Section 114: Section 114.4 **Violation penalties** is amended by deletion of the section in its entirety and replaced with the following: “Any person who violates a provision of this code or fails to comply with any of the requirements thereof shall be subject to the penalties as prescribed in Part 16 of this Ordinance.”

6.20.030 Copies on File and Available for Sale

At least one copy of the IMC, 2024 Edition, together with one copy of the ordinance codified in this article, shall be kept on file in Town Hall. Copies of the IMC shall be available for sale to the public at a moderate price.

* * *

Section 4. Repeal and Replace Town Code Sections 6.24.010 - 6.24.020. Sections 6.24.010 – 6.24.020 are hereby repealed in their entirety and reenacted as follows:

ARTICLE 6.24 INTERNATIONAL FUEL GAS CODE

6.24.010 Adopted by Reference

- (a) The International Fuel Gas Code, 2024 edition, published by the International Code Council and as amended and adopted by the State of Colorado Plumbing Board pursuant to C.R.S. §§ 12-155-101, *et seq.*, together with amendments set forth below (hereafter “IFGC”) and applicable chapters of the International Residential Code published by the International Code Council and as amended is hereby adopted to regulate the design, construction, quality of materials, erection, installation, alteration, location, relocation, replacement, addition to, use and maintenance of fuel gas systems within the Jurisdiction.

6.24.020 Reserved

6.24.030 Copies On File And Available For Sale

At least one copy of the International Fuel Gas Code, 2024 Edition together with one copy of the ordinance codified in this article, shall be kept on file at Town Hall. Copies of the IFGC and said chapters of the appendix shall be available for sale to the public at a moderate price.

* * *

Section 5. Repeal and Replace Town Code Sections 6.28.010 – 6.28.040. Sections 6.28.010 – 6.28.040 are hereby repealed in their entirety and reenacted as follows:

ARTICLE 6.28 INTERNATIONAL EXISTING BUILDING CODE

6.28.010 Adopted by Reference

- (a) The International Existing Building Code, 2024 Edition, as published by the International Code Council, together with amendments set forth below (hereafter “IEBC” or “International Existing Building Code”) is hereby adopted to regulate the design, construction, quality of materials, erection, installation, alteration, location, relocation, replacement, addition to, use and maintenance of existing buildings within the Jurisdiction.

6.28.020 Amendments

The IEBC is hereby amended as follows:

- (a) Section 108: Section 108.2 **Schedule of permit fees** is amended by the addition of Exhibit A Town of Collbran Building Department Fee Schedule. (Copy of Exhibit A Town of Collbran Building Department Fee Schedule, is on file at Town Hall).
- (b) Section 108: Section 108.6 **Refunds** is amended by the deletion of this section in its entirety and replaced with the following: “Building permit fees may be refunded at the rate of 85% of the building permit fee provided the project for which the permit was issued has not commenced or inspections have not been conducted. No refunds will be made after work has commenced or after 180 days of issuance.”
- (c) Section 112: Section 112 **Board of appeals** is amended by deletion of this section in its entirety and replaced with the following: “The Board of Appeals established in Part 13 shall serve as the Board of Appeals.”
- (d) Section 113: Section 113.4 **Violations** is amended by deletion of this section in its entirety and replaced with the following: “Any person who violates a provision of the code or fails to comply with any of the requirements thereof shall be subject to the penalties prescribed in Part 16 of this Ordinance.”
- (e) Section R115: Section R115 **Unsafe buildings and equipment** is amended by deletion of this section in its entirety and replaced with:

“As amended in section 116 of the 2024 International Building Code.”

6.28.030 Copies on File and Available for Sale

At least one copy of the International Existing Building Code, together with one copy of the ordinance codified in this article, shall be kept on file at Town Hall. Copies of the IEBC shall be available for sale to the public at a moderate price.

6.28.040 Penalties

- (a) Any person, firm or corporation violating any provisions of the IEBC shall be punished by a fine of not more than \$1,000.00, or by imprisonment of not more than one year or by both such fine and imprisonment. Each separate day or any portion thereof, during which any violation of the IEBC occurs or continues, shall be deemed to constitute a separate offense and, upon conviction thereof, shall be punishable as herein provided. Any municipal offense under the IEBC shall be deemed one of strict liability.
- (b) The issuing of or granting of a permit or approval of plans and specifications shall not be deemed or construed to be a permit for, or an approval of, any violation of the provisions of the IEBC. No permit presuming to give authority to violate or cancel the provisions of the IEBC shall be valid, except insofar as the work or use, which it authorized, is lawful.
- (c) The issuance of or granting of a permit or approval of plans shall not prevent the administrative authority from thereafter requiring the correction of errors in said plans and specifications, or from preventing construction operations being carried on thereunder when in violation of the IEBC or any other ordinance, or from revoking any certificate of approval when issued in error.

* * *

Section 6. Repeal and Replace Town Code Sections 6.32.010 – 6.32.030. Sections 6.32.010 – 6.32.030 are hereby repealed in their entirety and reenacted as follows:

ARTICLE 6.32 INTERNATIONAL RESIDENTIAL CODE

6.32.010 Adopted by Reference

- (a) The International Residential Code, 2024 Edition, published by the International Code Council, together with amendments set forth

below (hereafter “IRC” or “International Residential Code”) is hereby adopted for regulating the design, construction, quality of materials, erection, installation, alteration, location, repair, location, relocation, replacement, addition to, use and maintenance of one- and two family dwellings and townhouses not more than three stories in height within the Jurisdiction.

- (b) The following chapters of the Appendix of the International Residential Code, 2024 Edition, are adopted:
 - i. Appendix BB, Tiny Houses;
 - ii. Appendix BF, Patio Covers;
 - iii. Appendix BO, Existing Buildings and Structures;
 - iv. Appendix CB, Sizing of Venting Systems Serving Appliances Equipped with Draft Hoods, Category I Appliances and Appliances Listed for Use with Type B Vents; and
 - v. Appendix CC, Recommended Procedure for Safety Inspection of an Existing Appliance Installation.

6.32.020 Amendments

The IRC is hereby amended as follows:

- (a) Section R101: Section R101.2 **Scope** is amended by moving Owner-occupied lodging houses with five or fewer guestrooms from exception to scope.
- (b) Section R101: Section R101.2 **Scope** is amended by moving a care facility with five or fewer persons receiving custodial care within a dwelling unit from exception to scope.
- (c) Section R101: Section R101.2 **Scope** is amended by moving a care facility with five or fewer persons receiving care that are within a dwelling unit from exception to scope.
- (d) Section 101: Section 101.2 **Scope** is amended by the addition to scope: “Child Care Facilities as permitted under HB21-1222, but not to exceed 12 Children.”
- (e) Section 101: Section 101.2 **Scope** is amended by the addition to scope: “Residential Group R-5, as defined in the IBC.”

- (f) Section 102: Section 102.6 **Existing structures** is amended by deletion of: “International Property Maintenance Code.”
- (g) Section R104: Section R104.2.3.1 **Flood hazard areas** is amended by the deletion of this section in its entirety and replaced with the following: “No permit will be issued without review and approval from the local jurisdiction floodplain administrator.”
- (h) Section R104: Section R104.3.1 **Determination of substantially improved or substantially damaged existing buildings in flood hazard areas** is amended by the deletion of this section in its entirety and replaced with the following: “No permit will be issued without review and approval from the jurisdiction floodplain administrator.”
- (i) Section R105: Section R105.1 **Required** is amended by the addition of the sentence: “Each separate building, structure, pool, retaining wall, etc. shall require a separate permit.”
- (j) Section R105: Section R105.2 **Work exempt from permit** is amended to read:
 - i. “5. Sidewalks, Driveways and Platforms not more than 30 inches above the adjacent grade and not over any basement or story below.”
 - ii. “7. Temporary (removable) prefabricated swimming pools installed for a maximum of 180 days per year.”
 - iii. “8. Swings, playhouses and other playground equipment.”
 - iv. “10. Decks that are not more than 30 inches above grade at any point.”
- (k) Section R105: Section 105.2 **Work exempt from permit** is amended by the addition of the following new items:
 - i. “11. Re-siding of buildings regulated by this code.”
 - ii. “12. Roof recover of buildings regulated by this code that do not exceed Limits of Section R908.4 and 908.4.1”
 - iii. “13. Plastic covered crop production shelters where access to the public is prohibited.”

- (l) Section R106: Section R106.1.4 **Buildings in flood hazard areas** is amended by the deletion of this section in its entirety and replaced with the following: “The local jurisdiction floodplain administrator will be responsible for adherence to applicable regulations under their authority. A final verification and approval from the floodplain administrator will be given prior to issuance of a Certificate of Occupancy.”
- (m) Section R106: Section R106.3.1 **Construction documents** is amended by deletion of the second sentence of the first paragraph: “One set of construction documents so reviewed shall be retained by the Building Official.”
- (n) Section R106: Section R106.5 **Retention of construction documents** is amended by deletion of this section in its entirety.
- (o) Section R108: Section R108.2 **Schedule of permit fees** is amended to add Exhibit A Town of Collbran Building Department Fee Schedule. (Copy of Exhibit A Town of Collbran Building Department Fee Schedule, is on at Town Hall).
- (p) Section R108: Section R108.5 **Refunds** is amended by the deletion of this section in its entirety and replaced with the following: “Building permit fees may be refunded at the rate of 85% of the building permit fee provided the project for which the permit was issued has not commenced or inspections have not been conducted. No refunds will be made after work has commenced or after 180 days of issuance.”
- (q) Section R108: Section R108.7 **Fees for agriculture buildings** is amended by the addition of Subsection R108.7 to read: “No fees shall be required for a building permit obtained for Agriculture Buildings defined as buildings or structures used for the sole purpose of providing shelter for agricultural implements, farm products, livestock or poultry, that is not a place of employment or open to the public. This agriculture building fee exemption does not include fees for electrical, mechanical and plumbing permits for said structures.”
- (r) Section R109: Section R109.5 **Inspections for agriculture buildings** is amended by addition of Subsection R109.5 to read as follows: “No inspections shall be required for a building permit obtained for Agriculture Buildings defined as buildings or structures used for the sole purpose of providing shelter for agricultural implements, farm products, livestock or poultry, that is not a place of employment or open to the public. However, this exemption is

not an exception of the minimum building standards set forth in the International Building Code, or to the other requirements for inspections for electrical, mechanical and plumbing.”

- (s) Section R110: Section R110.2 **Certificate issued** is amended by deletion of: “or other laws that are enforced by the department” and replaced with: “or other codes referenced in this ordinance.”
- (t) Section R110: Section R110.3 **Temporary occupancy** is amended by addition of the following: “Such temporary occupancy shall be limited to the provisions of this code or other codes referenced in this ordinance.”
- (u) Section R112: Section R112 **Board of appeals** is amended by deletion of this section in its entirety and replaced with: “The Board of Appeals established under this Chapter shall serve as the Board of Appeals.”
- (v) Section R113: Section R113.4 **Violation penalties** is amended by deletion of the section in its entirety and replaced with the following: “Any person who violates a provision of this code or fails to comply with any of the requirements thereof shall be subject to the penalties as prescribed in Part 16 of this Ordinance.”
- (w) Section R115: Section R115 **Unsafe structures and equipment** is amended by addition to read: “As amended in section 116 of the 2024 International Building Code.”
- (x) Section R202: Section R202 **Definitions** is amended to read:
 - i. “Dwelling. Any *building* that contains one or two *dwelling units* used, intended, or designed to be built, used, rented, leased, let or hired out to be occupied, or that are occupied for living purposes. Dwelling is not defined as a *building* that is used, intended, or designed to be separated as individually owned properties. See definition of *townhouse*.”
 - ii. “Townhouse. A *building* that contains two or more attached *townhouse units*.”
- (y) Section R302: Table R302.1 (1) **Exterior walls** is amended by changing the following:
 - i. “Walls (not fire resistance rated) Minimum Fire Separation Distance = 3 feet”

- ii. “Projections (not fire resistance rated) Minimum Fire Separation Distance = 2 feet”
 - ii. “Openings (unlimited) Minimum Fire Separation Distance = 3 feet”
 - iii. “Openings, deleted 25% Maximum of Wall Area/ 0 Hours/ 3 feet”
 - iv. “Penetrations (all) Minimum Fire Separation Distance < 3 feet, compliance with Section R302.4 and at 3 feet or greater, no requirements.”
- (z) Section R302: Section R302.2 **Townhouses** is amended for the purpose of this section to read: “Townhouse shall include two (2) or more attached townhouse units as defined in Section R202.”
- (aa) Section R302: Section R302.3 **Two-family dwellings** is amended for the purpose of this section to read: “Two-family dwelling does not include buildings that are used, intended, or designed to be separated as individually owned properties. See definition of townhouse.”
- (bb) Section R306: Section R306 **Flood-resistant construction** is amended by deletion of this section in its entirety and delegating authority to the local jurisdiction floodplain administrator.
- (cc) Section R309: Section R309.1 **Townhouse automatic sprinkler systems** is amended by deletion of this section and replaced with the following: “An automatic sprinkler system shall be installed in townhouses that contain more than four townhouse units. **Exception:** An automatic sprinkler system shall not be required where additions or alterations are made to existing townhouses that do not have an automatic sprinkler system installed.”
- (dd) Section R309: Section R309.2 **Automatic fire sprinkler systems** is amended by the deletion of “shall be installed” and replaced with “may be installed”.
- (ee) Section R317: Section R317.1 **Floor surface** is amended by the deletion of the second paragraph.
- (ff) Section R317: Section R317.5 **Fire sprinklers** is amended by deletion of this section in its entirety.

- (gg) Section R319: Section R319.1 **Emergency escape and rescue openings required** first sentence is amended to read: “Basements, floors above grade plane, habitable attics, the room to which a sleeping loft is open and every sleeping room shall have not less than one operable emergency escape and rescue opening.”
- (hh) Section R319: Section R319.1 **Emergency escape and rescue openings required** is amended by the addition of the following exception:
 - i. “5. Storage rooms located above a garage and accessed only through the garage.”
- (ii) Section R322: Section R322.1 **Dwelling units or sleeping units** is amended by deletion of this section in its entirety.
- (jj) Section R323: Section R323 **Elevators and Platform Lifts** is amended by deletion of this section in its entirety.
- (kk) Section R325: Section R325.1.2 **Natural ventilation** Exception 3 is amended by deletion in its entirety and replacing with the following: “Required ventilation openings shall be permitted to open into a thermally isolated sunroom or roofed porch, deck, or patio where the space has adequate openings to the outside.”
- (ll) Section R328: Section R328.1 **Swimming pools, spas and hot tubs** is amended by deletion of this section in its entirety.
- (mm) Section R333: Section R333 **Wildfire hazard areas** is amended by the addition of Section R333:

Section R333 Requirements in Wildfire Hazard Areas.

- i. Section R333.1 Wildfire Hazards defined. Areas that have wildfire hazard rating of medium or above (as shown on the Mesa County Wildfire Hazard Map).
- ii. Section R333.2 Roof Covering. Roof coverings for new buildings or structures or additions thereto or roof covering utilized for re-roofing, shall be Class A or B, tested in accordance with ASME E108 or UL790 or an approved noncombustible roof covering. For roof coverings where the profile allows a space between the roof covering and roof decking, the space at the eave ends shall be fire stopped to preclude entry of flames or embers or have one layer of 72-pound (32.4 kg) mineral-surfaced, nonperforated cap sheet

complying with ASTM D3909 installed over the combustible decking.

- iii. Section R333.3 Roof Valleys. Where provided, valley flashings shall be not less than 0.019-inch (0.44 mm) (No. 26 galvanized sheet gage) corrosion-resistant metal installed over a minimum 36-inch-wide (914 mm) underlayment consisting of one layer of 72-pound (32.4 kg) mineral-surfaced, nonperforated cap sheet complying with ASTM D3909 running the full length of the valley.
- iv. Section R333.4 Underfloor Enclosure. Buildings or structures shall have underfloor areas with habitable space located above enclosed to the ground with exterior walls.

Exception: Complete enclosure shall not be required where the underside of exposed floors and exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour fire-resistance-rated construction, fire-retardant-treated wood or heavy timber construction. Fire-retardant-treated wood shall be labeled for exterior use and meet the requirements of Section 2303.2 of the International Building Code.

- v. Section R333.5 Vents. Where provided, attic ventilation openings, foundation or underfloor vents, or ventilation openings in vertical exterior walls and vents through roofs shall not exceed 144 square inches (0.0929 m²) each. Such vents shall be covered with noncombustible corrosion-resistant mesh with openings not to exceed 1/8 inch (3.2 mm) or shall be designed and approved to prevent flame or ember penetration into the structure.
- vi. Section R333.6 Moved Buildings. Any building or structure moved within or into any Wildfire Hazard Area shall be made to comply with all the requirements for new buildings in the Wildfire Area.
- vii. Section R333.7. Replacement or repairs to buildings or structures in existence prior to the adoption of this code that are replaced or have 25 percent or more replaced in a 12-month period shall meet the requirements of this section for new construction.

- (nn) Chapter 11 (eleven): Chapter 11 (eleven) **Energy efficiency** is amended by the deletion of this chapter in its entirety, and replace

with: “See 2024 International Energy Conservation Code as adopted for energy code requirements.”

6.32.030 Copies on File and Available for Sale

At least one copy of the International Residential Code, 2024 Edition, and the Chapters of the Appendices adopted herein, together with one copy of the ordinance codified in this article, shall be kept on file at Town Hall. Copies of the IRC shall be available for sale to the public at a moderate price.

* * *

Section 7. Repeal and Replace Town Code Sections 6.36.010 – 6.36.030. Sections 6.36.010 – 6.36.030 are hereby repealed in their entirety and reenacted as follows:

ARTICLE 6.36 INTERNATIONAL ENERGY CONSERVATION CODE

6.36.010 Adopted by Reference

- (a) The International Energy Conservation Code, 2021 Edition, published by the International Code Council, (hereafter “IECC” or “International Energy Conservation Code”) (or more current published energy compliance standards used in its entirety as approved by the Building Official) is hereby adopted as the Energy Conservation Code of the Town of Collbran regulating design, construction, quality of materials, erection, installations, alterations, repair, location, relocation, replacement, additions to, use and maintenance of the building envelope, mechanical, lighting and power systems within the Jurisdiction.

6.36.020 Amendments

- (a) Section 103: Section R103.5 **Retention of construction documents** is hereby amended by deletion of this section in its entirety.
- (b) Section C104 & Section R104: Section C104.2 & Section R104.2 **Schedule of permit fees** are amended by the addition of the Ordinance, Exhibit A, Town of Collbran Building Department Fee Schedule. (Copy of Exhibit A, Town of Collbran Building Department Fee Schedule, is on file at Town Hall.)
- (c) Section C104 & Section R104: Section C104.5 & Section R104.5 **Refunds** is amended by the deletion of this section in its entirety

and replaced with the following: “Building permit fees may be refunded at the rate of 85% of the building permit fee provided the project for which the permit was issued has not commenced and/or inspections have not been conducted. No refunds will be made after work has commenced or after 180 days of issuance.”

- (d) Section C110 & Section R110: Section C110 & Section R110 **Board of appeals** are amended by deletion of these sections in their entirety and replaced with: “The Board of Appeals established in Part 13 of the Ordinance, shall serve as the Board of Appeals.”
- (e) Section C111 & Section R111: Section C111 & Section R111 **Duties of the code official** are hereby amended by the addition of these sections: “The *code official* is hereby authorized and directed to enforce the provisions of this code. The *code official* shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.”
- (f) Section R402: Table R402.1.3 **Insulation minimum R-values and fenestration requirements by component** is amended by changing to the following values from the 2024 International Energy Conservation Code:

5 and Marine 4	0.30 ⁱ	0.55	NR	49 or 30ci ^j	30 or 20&5ci ^h or 13&10ci ^h or 0&20ci ^h	13/17	30 or 19&7.5ci or 15ci	15ci or 19 or 13&5ci	10ci, 4 ft ^k	15ci or 19 or 13&5ci
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- (g) Section R402: Table R402.1.3 **Insulation minimum R-values and fenestration requirements by component** is amended by adding the following footnotes:
 - i. “j. Insulation entirely above roof deck.”
 - ii. “k. Slab insulation shall be installed in accordance with Section R402.2.9.1.”
- (h) Section R402: Section R402.2.9.1 **Slab-on-grade floor insulation installation** is amended by the deletion of the second sentence and replaced with the following: “Insulation located below grade shall be extended the distance provided in Table R402.1.3, but need not

exceed the footing depth in accordance with Section R403.1.4 of the *International Residential Code*.”

- (i) Section R408: Section R408.2 **Additional efficiency package options** is amended by the addition of the following sentence at the end of the section: “As an alternative, additional efficiency measures and credits complying with section R408 of the 2024 *International Energy Conservation Code*, shall be deemed equivalent.”
- (j) Section R404: Section R404.2 **Interior lighting controls** is amended by the deletion of this section in its entirety.

6.36.030 Copies on File and Available for Sale

At least one copy of the International Energy Conservation Code, 2024 edition, together with one copy of the ordinance codified in this article, shall be kept on file at Town Hall. Copies of said IECC shall be available for sale to the public at a moderate price.

* * *

Section 7. Repeal and Replace Town Code Sections 6.40.010 – 6.40.030. Sections 6.40.010 – 6.40.030 are hereby repealed in their entirety and reenacted as follows:

ARTICLE 6.40 NATIONAL ELECTRICAL CODE

6.40.010 Adopted by Reference

- (a) The National Electrical Code published by the National Fire Protection Association as amended and adopted by the State of Colorado Electrical Board pursuant to Title 12, Article 115 C.R.S. (hereafter “NEC” or “National Electrical Code”) is hereby adopted to regulate the design, construction, quality of materials, erection, installation, alteration, location, relocation, replacement, addition to, use and maintenance of electrical systems in the Jurisdiction.

6.40.020 Amendments

- (a) Applicants shall pay for each electrical permit at the time of issuance, a fee for electrical permits and inspections as determined by Exhibit A Town of Collbran Building Department Fee Schedule. (Copy of Exhibit A Town of Collbran Building Department Fee Schedule, is on file at Town Hall).

6.40.030 Copies on File and Available for Sale

At least one copy of the NEC, together with one copy of the ordinance codified in this article, shall be kept on file at Town Hall. Copies of the NEC shall be available for sale to the public at a moderate price.

* * *

Section 8. Enact Sections 6.44.010 – 6.44.040. Sections 6.44.010 – 6.44.040 are enacted as follows:

ARTICLE 6.44 COLORADO ELECTRIC AND SOLAR READY CODE

6.44.010 Adopted by Reference

- (a) The Colorado Model Electric Ready and Solar Ready code language developed for adoption by the Energy Code Board, pursuant to C.R.S. § 24-38.5-401(5), as required by HB22-1362 (the “CMERSRC”), is adopted as written at the time of this code adoption to regulate the design, construction, quality of materials, erection, installations, alterations, repair, location, relocation, replacement, additions to, use and maintenance of the building envelope, mechanical, lighting and power systems within the Jurisdiction.

6.44.020 Reserved

6.44.030 Copies on File and Available for Sale

At least one copy of the CMERSRC, together with one copy of the ordinance codified in this article, shall be kept on file at Town Hall. Copies of the CMERSRC shall be available for sale to the public at a moderate price.

6.44.040 Penalties

- (a) Any person, firm or corporation violating any provisions of the CMERSRC shall be punished by a fine of not more than \$1,000.00, or by imprisonment of not more than one year or by both such fine and imprisonment. Each separate day or any portion thereof, during which any violation of the CMERSRC occurs or continues, shall be deemed to constitute a separate offense and, upon conviction thereof, shall be punishable as herein provided. Any municipal offense under the CMERSRC shall be deemed one of strict liability.

- (b) The issuing of or granting of a permit or approval of plans and specifications shall not be deemed or construed to be a permit for, or an approval of, any violation of the provisions of the CMERSRC. No permit presuming to give authority to violate or cancel the provisions of the CMERSRC shall be valid, except insofar as the work or use, which it authorized, is lawful.
- (c) The issuance of or granting of a permit or approval of plans shall not prevent the administrative authority from thereafter requiring the correction of errors in said plans and specifications, or from preventing construction operations being carried on thereunder when in violation of the CMERSRC or any other ordinance, or from revoking any certificate of approval when issued in error.

* * *

Section 9. Repeal and Reenact Section. Sections 6.08.210 – 6.08.260 are hereby repealed in their entirety and reenacted as follows:

Section 6.08.210 Appeals

- (a) A common appellate procedure and Board of Appeals to hear all appeals arising under the application of this Chapter, except with respect to Articles 6.16, 6.24, and 6.40, is hereby created.
- (b) The Board of Appeals appointed by the Mesa County Board of County Commissioners shall render all decisions and findings in writing to the appellant with a duplicate copy to the Chief Building Official.
- (c) The Board of Appeals shall have jurisdiction to decide any appeals from the Chief Building Official if the decision of the Chief Building Official concerns suitability of alternate material, methods of construction or a reasonable interpretation of this Chapter. The Board of Appeals shall not hear appeals of life safety items, administrative provisions of this Chapter nor shall the Board of Appeals be empowered to waive requirements of this Chapter. The first order of business at any hearing of the Board of Appeals shall be to determine if it has jurisdiction to hear the appeal.
- (d) Any appeal to the Board of Appeals shall be preceded by a written appeal to the Chief Building Official, who shall reply in writing. The decision of the Chief Building Official may be appealed to the Board of Appeals, within ten days from the date of the decision of the Chief Building Official. A Notice of Appeal, together with a copy of the original written appeal and a copy of the Chief Building Official's decision, shall be filed with the Board of Appeals at the time the appeal is requested.

- (e) The Board of Appeals shall meet within thirty (30) days of the written appeal, hear evidence and argument if it deems appropriate, and shall render all decisions and findings in writing to the Chief Building Official with a duplicate copy to the appellant.

Section 6.08.220 – Section 6.08.260 Reserved

* * *

Section 10. Conflicts and Permits Previously Issued. All prior resolutions or ordinances or parts thereof in conflict herewith to the extent of such conflicts or inconsistencies are hereby amended; provided, however, this ordinance shall not affect the construction of buildings which permits were issued prior to the effective date of this ordinance and all buildings now under construction pursuant to existing permits shall be constructed in conformance with the Building Codes applicable at the time of issuance of said permit; provided further however, that no construction authorized by an existing permit shall be altered without complying with the newly adopted Building Codes. Nor shall the adoption of this Code prevent the prosecution of violations of any prior Resolution or Ordinance adopting prior Building Codes which occurred prior to the effective date of this Ordinance. Where this Ordinance and the Codes adopted herein by reference are in conflict with other resolutions or ordinance of the Town of Collbran, Colorado, the more restrictive provision shall apply.

Section 11. Town of Collbran Building Code Fee Schedule. Exhibit A, the “Town of Collbran Building Department Fee Schedule”, as cited in this Ordinance, is attached to and adopted with this Ordinance and is incorporated herein by reference.

Section 12. Non-assumption of Duty of Care. The Town of Collbran, its officials, employees and agents thereof shall not be deemed to have assumed a duty of care where none otherwise existed by the performance of a service or an act of assistance for the benefit of any person under this ordinance or the Building Codes enacted herein. The adoption of these Building Codes shall not give rise to a duty of care where none otherwise existed. Enactment of this ordinance shall not constitute a waiver of sovereign immunity by the Town of Collbran, its officials, employees or agents.

Section 13 Safety Clause. The Board of Trustees hereby finds, determines, and declares that this ordinance is necessary and proper for the health, safety, and welfare of the Town and its residents.

Section 14. Severability. If any part, section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the ordinance. The Board of Trustees hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more part, section, subsection, sentence, clause, or phrase is declared invalid.

Section 15. Codification Amendments. The codifier of the Town Code, is hereby authorized to make such numerical and formatting changes as may be necessary to incorporate the provisions of this Ordinance within the Collbran Town Code.

Section 16. Effective Date. This Ordinance shall become effective on September 1, 2025.

INTRODUCED, READ, AND APPROVED ON FIRST READING THIS this 6th day of May, 2025.

INTRODUCED, READ, APPROVED ON SECOND READING, AND ORDERED
PUBLISHED this 3rd day of June, 2025.

ATTEST:

TOWN OF COLLBRAN:

By: _____

By: _____

Dustie Colella, Town Clerk

Kendall Wilcox, Mayor

EXHIBIT A

TOWN OF COLLBRAN BUILDING DEPARTMENT FEE SCHEDULE

All fees related to the activities of the Town of Collbran Building Department in relation to public compliance with the adopted Building Codes are given in this Exhibit A. In general, fees include permit fees, plan review fees and inspection fees. All questions regarding the calculation of fees for any specific project should be directed to the Town of Collbran Building Department.

Table 1A- Town of Collbran Building Department Fees

Fee #	Fee Description	Fee Value
1	<p>Applies to any project subject to the “Group” and “Type of Construction” identified by the 2003 International Building Code. The fee associated with any project type separately listed in this table will supersede this Permit Fee.</p> <p>Permit Fees generally include the permit and the inspections to support a project. Re-inspection and additional plan review fees may also apply.</p> <p>Plan Review Fees in addition to the Permit Fee: New Commercial Construction, Addition, or Alteration to Commercial Building</p> <p>New One- and Two-Family residences and Townhouses (R-3): Applies to new one and two family and townhouse projects. The Building Department has the discretion to apply this fee or a portion thereof.</p> <p>Residential Submittal Fee: Applies to residential projects that hold a risk of non-issuance after staff intake and review, as determined by the Building Official.</p> <p>Third Party Plan Review: The Building Department may require certain projects to have plan reviews completed by a third party. Any costs between the applicant and the third party reviewer are negotiated and charged directly between the parties.</p> <p>The Building Department may assess an additional fee associated for the Building Department’s additional review.</p>	<p>Table 2</p> <p>Maximum 50% of the Value of the Calculated Permit Fee as determined to be appropriate by the Building Department</p> <p>Maximum 15% of the Value of the Calculated Permit Fee as determined to be appropriate by the Building Department</p> <p>Maximum of \$250 non-refundable fee, to be applied to the permit fee at the time of issuance</p> <p>Maximum 20% of the Value of the Calculated Permit Fee as determined to be appropriate by the Building Department</p>

Table 1B- Town of Collbran Building Department Fees (continued)

Fees Related to Administration/Inspections

Fee #	Fee Description	Fee Value
2	Inspections outside of normal business hours (2 hour minimum)	\$60. ⁰⁰ per hour per person
3	Inspections or plan review for which no fee is specifically indicated	\$50. ⁰⁰ per hour per person
4	Re-inspection Fee	\$50. ⁰⁰ first re-inspection \$100. ⁰⁰ for addition re-inspection on same violation
5	Same day inspection if staff is available	\$100. ⁰⁰ in addition to required Re-inspection fee (4)
6	When inspections are required after Temporary Certificate of Occupancy expires Extensions before TCO expires	\$250. ⁰⁰ \$100. ⁰⁰
7	Administrative functions not covered in other fees (i.e. condemnations, oversight of unsafe conditions, etc.)	\$75. ⁰⁰ per hour per person

Project Specific Permit Fees

Fee #	Fee Description	Fee Value
8	Demolition Permit	\$50. ⁰⁰
9	Move on Houses Permit Fee	Table 2 ⁽²⁾
10	Signs Illuminated and Non Illuminated Permit Fee	Table 2 ⁽¹⁾
11	Mechanical, Electrical, Plumbing, Hot Tubs, Pools & Spas Permit Fee	Table 2 ⁽¹⁾
12	Manufactured Home (HUD) Permit Fee (Utilities Only)	\$150. ⁰⁰
13	Manufactured Home (HUD) on required Permanent Foundation Permit Fee	\$200. ⁰⁰
14	International Residential Code (IRC) Certified Homes Permit Fee on required Permanent Foundation and Utilities only IRC Certified Homes with On-Site Construction Inspections Verified by Town of Collbran Building Department	\$200. ⁰⁰ Table 2 ⁽¹⁾
15	Office/ Construction Trailer Permit Fee	\$150. ⁰⁰ per section
16	Change in Use/ Occupation Valuation Permit Fee Under \$2,000 Valuation Over \$2,000 Valuation	\$50. ⁰⁰ Table 2 ⁽¹⁾

17	First reactivation of expired permit	\$50. ⁰⁰
18	Additional reactivation or release of non-compliance	\$50. ⁰⁰ per trade included
19	Decks, Patio Covers, Storage Sheds & Open Carports Permit Fee Less than 400 sq. ft. in area and accessory to residences Plumbing, Electrical & Mechanical Over 400 sq. ft. in area: Valuation Calculated at \$15.00 per sq. ft.	\$50. ⁰⁰ Table 2 (1) Table 2
20	Intermodal Shipping Container Shed/Storage with No Utilities or Attached Construction	\$50. ⁰⁰
21	Work Commencing before Permit Issuance (at Building Official discretion)	2x Permit Fee

(1) "Total Valuation" is the actual coast of project labor and materials.

(2) "Total Valuation" is determined by Table 3A and 3B.

Table 2- Town of Collbran Permit Fee Schedule

Total Valuation	Permit Fee (All Permit Fees Rounded up to the next dollar)
Up to \$1200. ⁰⁰	\$50. ⁰⁰
\$1200. ⁰¹ to \$2,000	\$50. ⁰⁰ for the first \$1200. ⁰⁰ plus \$2. ²⁰ for each additional \$100. ⁰⁰ or fraction thereof, to and including \$2,000
\$2,000. ⁰¹ to \$25,000	\$68. ⁰⁰ for the first \$2,000. ⁰⁰ plus \$9. ⁹⁰ for each additional \$1,000. ⁰⁰ or fraction thereof, to and including \$25,000
\$25,000. ⁰¹ to \$50,000	\$295. ⁷⁰ for the first \$25,000. ⁰⁰ plus \$7. ²⁰ for each additional \$1,000. ⁰⁰ or fraction thereof, to and including \$50,000
\$50,000. ⁰¹ to \$100,000	\$475. ⁷⁰ for the first \$50,000. ⁰⁰ plus \$5. ⁰⁰ for each additional \$1,000. ⁰⁰ or fraction thereof, to and including \$100,000
\$100,000. ⁰¹ to \$500,000	\$725. ⁷⁰ for the first \$100,000. ⁰⁰ plus \$3. ⁹⁰ for each additional \$1,000. ⁰⁰ or fraction thereof, to and including \$500,000
\$500,00. ⁰¹ to \$1,000,000	\$2,285. ⁷⁰ for the first \$500,000. ⁰⁰ plus \$3. ³⁰ for each additional \$1,000. ⁰⁰ or fraction thereof, to and including \$1,000,000
\$1,000,000. ⁰¹ And up	\$3,935. ⁷⁰ for the first \$1,000,000. ⁰⁰ plus \$2. ²⁰ for each additional \$1,000. ⁰⁰ or fraction thereof

Notes:

1. To determine the Total Valuation for new construction or additions, select the applicable Square Foot Construction Cost multiplier in Table 3A and 3B- Building Valuation Data. The product of the identified multiplier and the area, in square feet, of the outside dimension of the proposed construction project is the Total Valuation.
2. The Total Valuation for remodels is the actual labor and material cost of the project.

Table 3A- Building Valuation Data

Group	Type of Construction								
	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, Theaters, with stage	160.69	153.29	149.76	143.55	133.59	132.90	138.98	123.75	119.25
A-1 Assembly, Theaters, without stage	148.41	141.02	137.48	131.28	121.31	120.63	126.71	111.47	106.98
A-2 Assembly nightclubs	118.34	115.03	112.14	107.94	100.98	99.751	104.00	91.98	88.94
A-2 Assembly, restaurants, bars, banquet halls	117.34	114.03	110.14	106.94	98.98	98.75	103.00	89.98	87.94
A-3 Assembly, churches	149.66	142.27	138.73	132.52	122.51	121.82	127.96	112.67	108.17
A-3 Assembly, general, community halls, libraries, museums	119.71	111.78	107.24	102.03	91.08	91.39	97.46	81.24	77.74
A-4 Assembly, arenas	117.34	114.03	110.14	106.94	98.98	98.75	103.00	89.98	87.94
B Business	119.85	115.54	111.79	106.56	95.15	94.65	102.31	84.79	81.61
E Educational	128.37	124.05	120.50	115.17	106.24	103.73	111.36	94.92	91.38
F-1 Factory and industrial, moderate hazard	74.13	70.68	66.42	64.36	55.62	56.61	61.75	47.42	45.06
F-2 Factory and industrial, low hazard	73.13	69.68	66.42	63.36	55.62	55.61	60.75	47.42	44.06
H-1 High Hazard, explosives	69.75	66.29	63.04	59.97	52.43	52.42	57.36	44.23	NP
H234 High Hazard	69.75	66.29	63.04	59.97	52.43	52.42	57.36	44.23	40.88
H-5 HPM	119.85	115.54	111.79	106.56	95.15	94.65	102.31	84.79	81.61

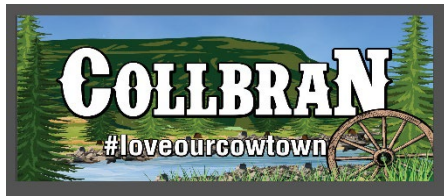
I-1 Institutional, supervised environment	119.19	115.10	112.01	107.47	98.61	98.56	104.22	90.64	87.06
I-2 Institutional incapacitated	200.36	196.04	192.30	187.07	175.32	NP	182.81	164.96	NP
I-3 Institutional, restrained	137.99	133.67	129.93	124.70	114.47	112.98	120.44	104.12	98.94

Table 3A- Building Valuation Data (continued)

Group	Type of Construction								
	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
1-4 Institutional, day care facilities	119.19	115.10	112.01	107.47	98.61	98.56	104.22	90.64	87.06
M Mercantile	88.15	84.83	80.95	71.74	70.26	70.02	73.81	61.26	59.22
R-1 Residential, hotels	120.33	116.24	113.15	108.61	99.80	99.75	105.41	91.83	88.25
R-2 Residential, multi-family	100.33	96.24	93.15	88.61	79.95	79.90	85.56	71.98	68.40
R-3 Residential, one and two-family	96.19	93.52	91.22	88.71	84.51	84.36	87.22	80.46	74.68
R-4 Residential, care/ assisted living facilities	119.19	115.10	112.01	107.47	98.61	98.56	104.22	90.64	87.06
S-1 Storage, moderate hazard	68.75	65.29	61.04	58.97	50.43	51.42	56.36	42.23	39.88
S-2 Storage, low hazard	67.75	64.29	61.04	57.97	50.43	50.42	55.36	42.23	38.88
U Utility, miscellaneous	52.28	49.43	46.49	44.17	38.31	38.31	41.69	31.50	29.99

Notes:

1. Private Garages use Utility, miscellaneous Group
2. Unfinished basements (all use groups) = \$15.⁰⁰ per sq. ft.
3. For shell only buildings, deduct 20 percent
4. N.P. = Not Permitted
5. Complete unfinished residential basements \$40.⁰⁰ per sq. ft.
6. The values in this table are from the 2003 International Building Code (IBC). This reference to the 2003 IBC is intended to only apply to the values listed in this Table. For all other requirements of the Town of Collbran Building Code, including the definition of any Group or Construction Type, the version of the IBC that applies is the one adopted by the Building Department.



Board of Trustees Memorandum

Agenda Item:

TITLE: 3011 Orchard Ave –
Building Permit and Certificate of Zoning Compliance Application

ATTACHMENTS: A – Building Permit Application

DATE: Wednesday, April 30, 2025

Background

Proposed improvement description: Applicant seeks to remove and replace a 60K BTU furnace inside their home at 3011 Orchard Avenue, utilizing existing gas and electric connections. No other interior or exterior modifications are proposed.

Legal description of property:

LOTS 1 + 2 + N 15FT LOT 3 BLK 2 R S NOBLE ADD 9S 95W 6TH PM, COUNTY OF MESA, STATE OF COLOARDO, ALSO KNOWN BY STREET AND NUMBER 301 ORCHARD AVENUE IN THE TOWN OF COLLBRAN, AND NUMBERED FOR TAX PURPOSES AS PARCEL 2667-352-10-006

Discussion

This application has been reviewed based on these criteria, from Town Code § 18.24.100:

1. **Conformance of the proposal with this Code:** The proposed renovation is in line with residential improvement requirements. There are no zoning or land use concerns.
2. **The compatibility of the proposal with the character of the surrounding area, including, but not limited to, the architectural character of the neighborhood:** The property is located within the Residential 2 (also known as R-2) zone district, and

the proposed interior renovation does not affect the character and size of surrounding properties and the overall zone district.

3. **The desirability of the proposed use in the specific area of the Town:** No concerns.
4. **The potential for adverse environmental effects that might result from the proposed use:** No concerns. The property is not located in a flood zone
5. **Conformance of any plan with appropriate engineering and design standards:** Building permit application (see Attachment A) indicate full conformance.
6. **Additional criteria set forth for rezoning applications in CTC 18.12.120:** Not applicable; the zoning designation remains R-2. No notice requirements were triggered by this type of application.

Recommended Action

I recommend approval of the building permit and certificate of zoning compliance.

Respectfully Submitted,

/s/ Katherine Herbert

Kat Herbert, Contract Planner
KLJ Engineering

TOWN OF COLLBRAN

BUILDING PERMIT

ATTACHMENT A: BUILDING PERMIT APPLICATION

Date of application 4/2/25
Property owner John Blair
Applicant's name Lila Shaw
Property Address 3011 Orchard Ave, Collbran CO
Block Number _____ Lot Number(s) _____ Zone District _____
OProposed new construction (\$30.00) _____
XRemodel or Repair construction (\$30.00) Remove and replace 40K BTU Furnace.
Use existing gas and electric
OProposed Demolition (\$30.00) _____
Present square footage _____ New square footage N/A; interior only %New N/A
Maximum height N/A Lot size _____ House size _____
Front setback _____ Side setback _____ Rear setback _____
Manufactured Home: HUD or UBC mobile home number N/A

18.04.140 Building Permit. No building permit shall be issued prior to the issuance of a Certificate of Zoning Compliance by the Town of Collbran. No site preparation or building construction for any building shall be commenced without first obtaining a Building Permit application from the Town of Collbran and subsequently receiving Building Permit approval from Mesa County Building Department, 750 Main Street, Grand Junction, CO 81502 (244-1631). Mesa County processes building permits and performs inspections on behalf of the Town of Collbran

18.04.040 (c) Certificates of Zoning Compliance for New, Alter or Nonconforming. No permit for erection, alteration, moving, or repair of any building will be issued until application has been made for a Certificate of Zoning Compliance, and the Certificate shall be issued in conformity with the provisions of this Title.

Step 1 - Collbran's Building Permit - \$30.00

Site plan required. All applications for a building permit shall be accompanied by two (2) copies of a site plan drawn to scale (no less than 1/4" = 1 foot) showing the actual dimensions of the lot to be built upon, the size of the building(s) to be erected, and the location of the building on the lot with reference to the legally established property lines and such information as may be necessary to provide for compliance with these regulations. A record of such applications shall be kept in the office of the Building Inspector. Notice of approval of a building permit shall be posted on the subject property within twenty-four hours of such approval.

Height and Setback Requirements: The maximum height is 35 feet. The front yard setback is a minimum 10 feet, the side yard setbacks are a minimum of 7-1/2 feet on both sides, and the rear yard setback is 18 inches from an alley or 7-1/2 feet from an adjacent property or as otherwise provided in the Municipal Code.

On a separate sheet of paper, please draw a site plan showing the following: (See reverse side for example)

- ____ 1. An outline of the property lines with dimensions and setbacks (measurements);
- ____ 2. A dotted line outline of proposed structure and dimensions of proposed structure;
- ____ 3. Include architectural elevations of all sides of proposed structure;
- ____ 4. The distance from the proposed structure to the front, rear and side property lines (setbacks);
- ____ 5. All easements or rights-of-way on or immediately adjacent to the property;
- ____ 6. All existing or proposed structures with square footage on the property, including fences;
- ____ 7. All streets adjacent to the property and street names;
- ____ 8. All existing and proposed driveways, including length, width and distance from intersections;
- ____ 9. Location & dimensions of existing and/or proposed parking, number of spaces and construction material;
- ____ 10. A North arrow.
- ____ 11. Locations of existing or proposed walkways, leading to the front door of the house and to adjacent structures and walkway construction materials used.

12. Property lines marked with string line for ease of measuring set backs.
13. Location of all utilities (above and below ground) and utility easements.

ATTACHMENT A
CONTINUED

ANY INFORMATION WHICH THE APPLICANT FAILS TO SHOW ON THE DRAWING MAY RESULT IN A
DELAY IN OBTAINING THE BUILDING AND ZONING CLEARANCE.

Step 2 - Certificate of Zoning Compliance - \$50.00

The Zoning Compliance Certificate will be issued when Collbran's building permit is approved.

Step 3 - Mesa County's Building Permit – Based on Mesa County's Fee Schedule

Please see the attached Mesa County Building Permit and instructions for completion.

PLEASE BE ADVISED: ONCE YOU RECEIVE APPROVAL FOR YOUR PERMIT FROM MESA COUNTY, BRING 1 COPY OF MESA COUNTY'S APPROVED AND SIGNED PERMIT TO THE TOWN OF COLLBRAN FOR OUR RECORDS. FAILURE TO DO SO COULD RESULT IN RED TAGGING THE PROJECT UNTIL A COPY IS RECEIVED.

By signing this form, the applicant accepts responsibility for:

- Locating and identifying all utilities, easements, property lines, existing and proposed structures.
- Installing all driveways in accordance with the applicable sections of the Mesa County Standard Specifications for Road and Bridge Construction;
- Obtaining a Underground Utility Permit for the construction or altering of any road drainage or other improvement within the public right-of-way;
- Payment of all fees, including water and sewer taps, building and land use fees, and all actual costs incurred by the Town in conjunction with the review and approval of this permit, including, but not limited to, engineering, planning, surveying, and legal services.

Comments: _____

The information shown on the site plan is factual to the best of my knowledge. I have read, understand and agree to abide by the terms of the Town of Collbran's Land Use Regulations and all Town Ordinances.

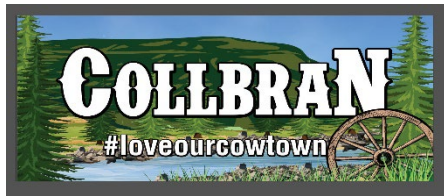

Applicant

4/12/25
Date

Fee(s) received: Check Number: _____ Date: _____

Approved By _____ Land Use & Zoning, Town Staff and/or Town Planner

Example of Site Plan:



Board of Trustees Memorandum

Agenda Item:

TITLE: 3033 Pinion Street –
Building Permit and Certificate of Zoning Compliance Application

ATTACHMENTS: A – Elevations
B – Site Plan
C – Building Permit and Certificate of Zoning Compliance Application

DATE: Friday, April 18, 2025

Background

Proposed improvement description: Applicant seeks to construct new carport at rear of property, and construct unpaved driveway from the Orchard Avenue right of way to reach carport. No walkway or other construction is included.

Legal description of property:

LOTS 1 THROUGH 3 INCLUSIVE IN BLOCK 2 OF 1ST ADDITION TO WEST COLLBRAN EXCEPT THE SOUTH 55 FEET OF THE WEST 12 ½ FEET OF SAID LOT 3, AT 39.240590 W 107.963569 N, WITHIN NE ¼ OF THE NW ¼ OF SECTION 35 TOWNSHIP 9 SOUTH RANGE 95 WEST 6TH PRINCIPAL MERIDIAN, COUNTY OF MESA, STATE OF COLORADO, ALSO KNOWN BY STREET AND NUMBER 3033 PINION STREET IN THE TOWN OF COLLBRAN, AND NUMBERED FOR TAX PURPOSES AS PARCEL 2667-352-02-002

Discussion

This application has been reviewed based on these criteria, from Town Code § 18.24.100:

1. **Conformance of the proposal with this Code:** The proposed addition is in line with residential improvement requirements for one-story carports or garages, and

meets rear and side setback requirements. There are no lot coverage concerns as carports are not counted toward lot coverage calculations.

2. **The compatibility of the proposal with the character of the surrounding area, including, but not limited to, the architectural character of the neighborhood:** The property is located within the Residential 2 (also known as R-2) zone district, and the proposed addition matches the character and size of surrounding properties and the overall zone district.
3. **The desirability of the proposed use in the specific area of the Town:** No concerns.
4. **The potential for adverse environmental effects that might result from the proposed use:** No concerns. The property is not located in a flood zone
5. **Conformance of any plan with appropriate engineering and design standards:** Site plan and elevations of proposed addition (see Attachments A and B) indicate full conformance. The proposed addition meets rear and side yard setback requirements.
6. **Additional criteria set forth for rezoning applications in CTC 18.12.120:** Not applicable; the zoning designation remains R-2. No notice requirements were triggered by this type of application.

Recommended Action

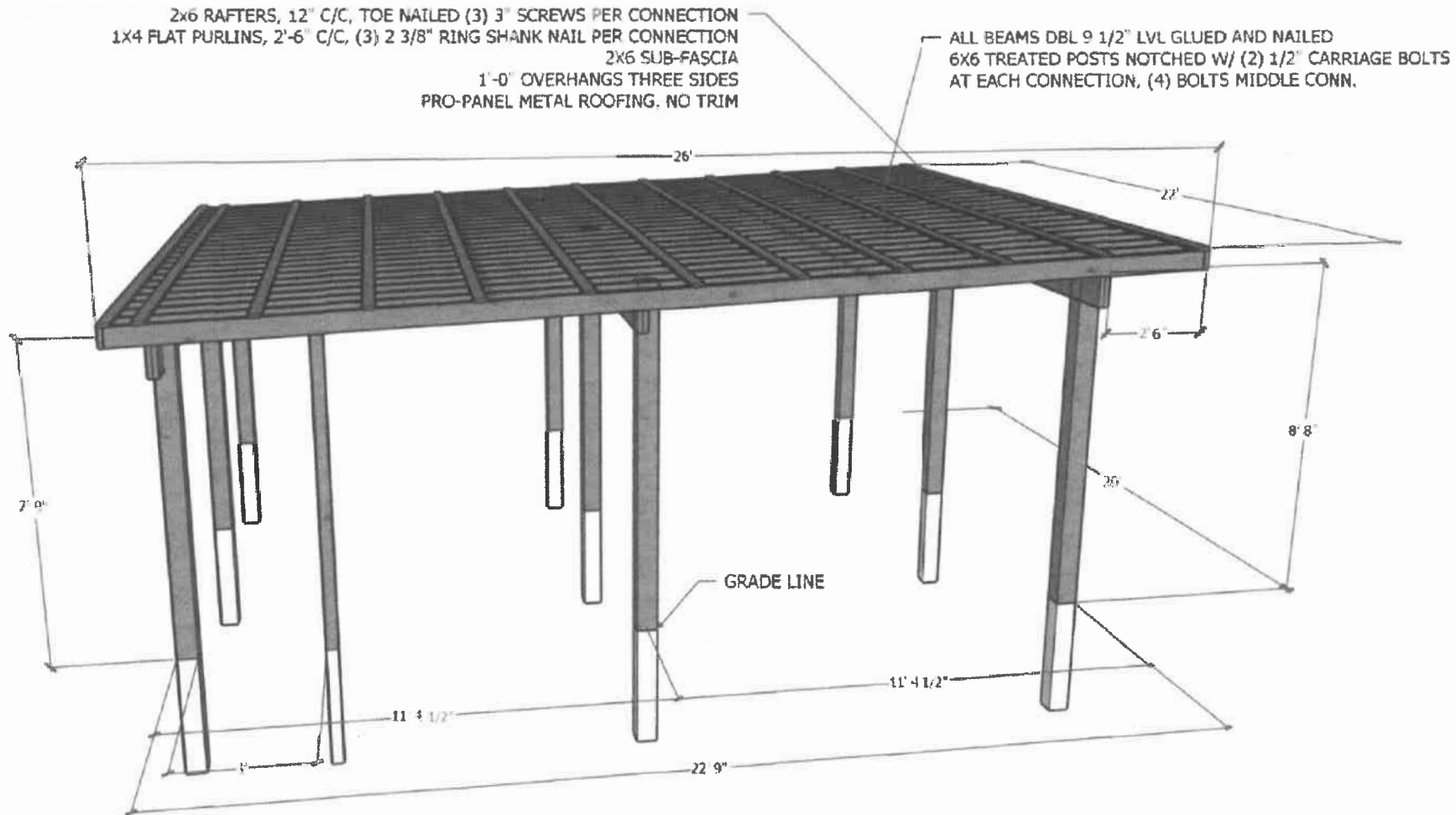
I recommend approval of the building permit and certificate of zoning compliance.

Respectfully Submitted,

/s/ Jonathan E. Tarr

Jonathan E. Tarr, AICP, Contract Planner
KLJ Engineering

Attachment A - Elevations



Rocky
Contracting

Rocky Contracting LLC
 970-270-8256
 740-630-1023
Rockycontractingllc@gmail.com

CLIENT
 Britt Brown

PROJECT
 Carport
 3033 Pinion St.
 Colbran, CO 81624

North Street
 Elevation

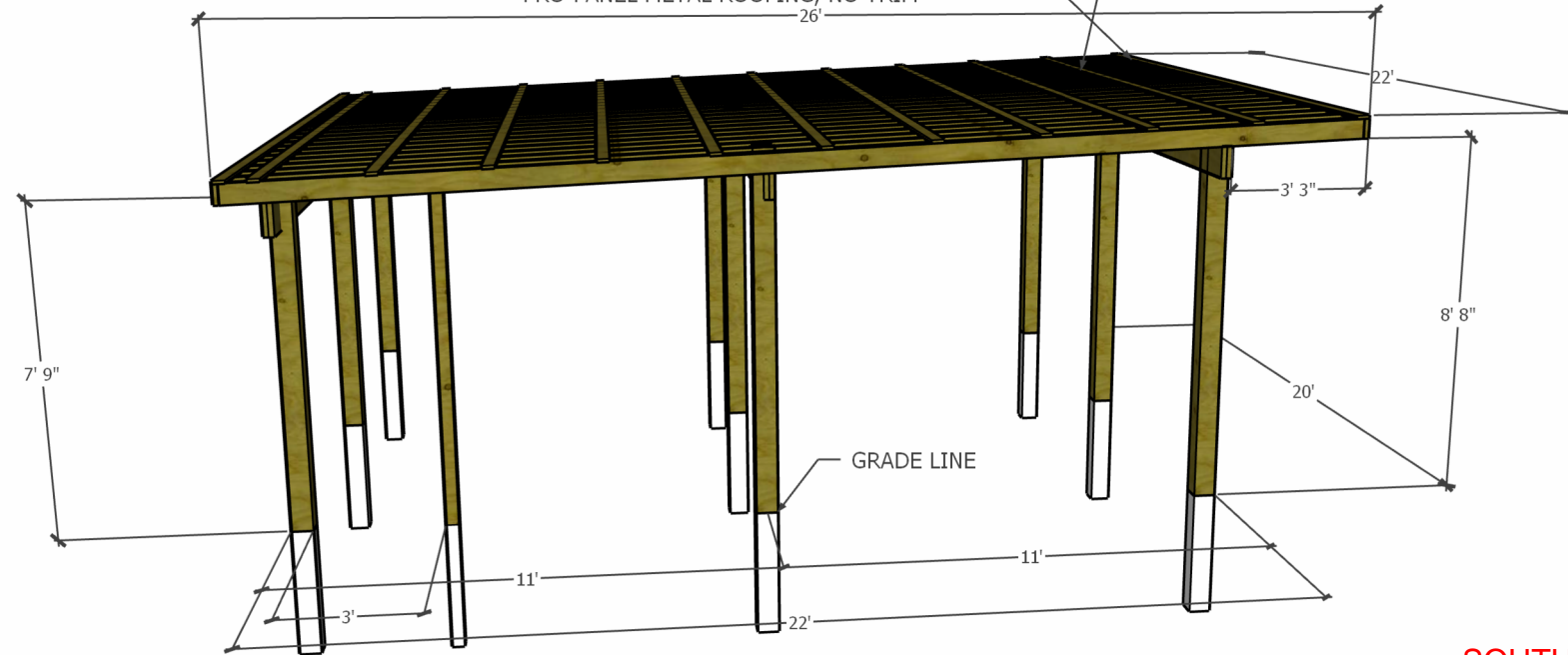
A1.REV 2

DATE
 3/24/25

Attachment A - Elevations, continued

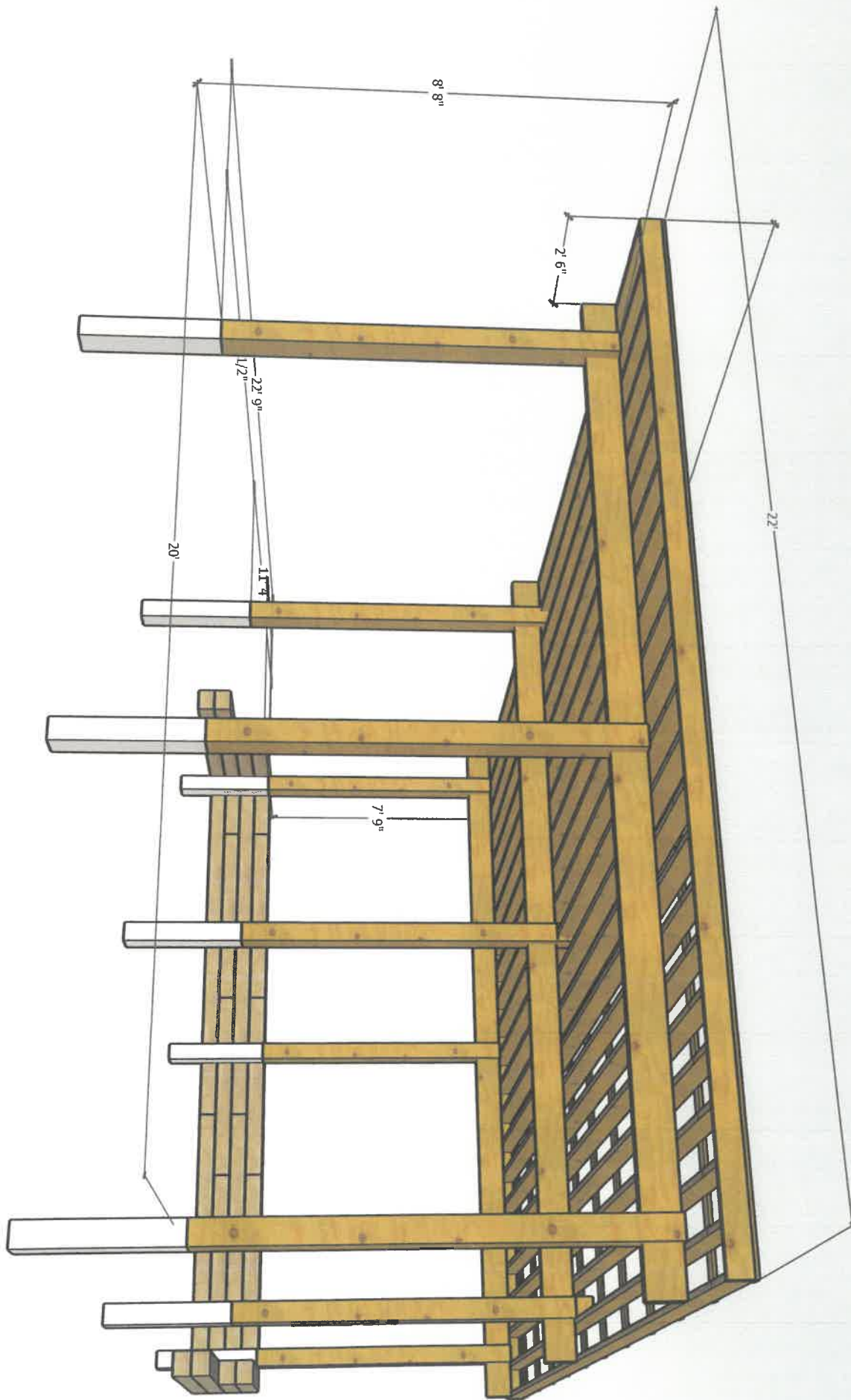
2x6 RAFTERS, 12" C/C, TOE NAILED (3) 3" SCREWS PER CONNECTION
1X4 FLAT PURLINS, 2'-6" C/C, (3) 2 3/8" RING SHANK NAIL PER CONNECTION
2X6 SUB-FASCIA
1'-0" OVERHANGS THREE SIDES
PRO-PANEL METAL ROOFING, NO TRIM

ALL BEAMS DBL 9 1/2" LVL GLUED AND NAILED
6X6 TREATED POSTS NOTCHED W/ (2) 1/2" CARRIAGE BOLTS
AT EACH CONNECTION, (4) BOLTS MIDDLE CONN.



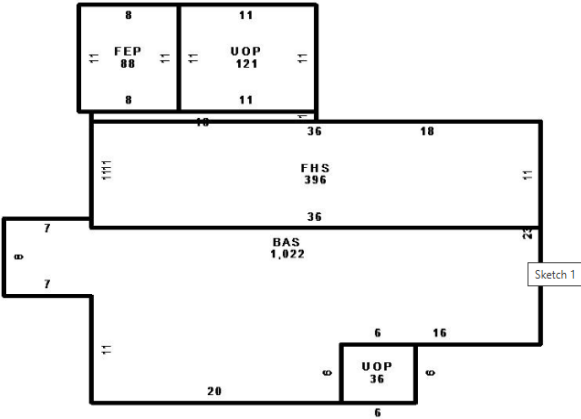
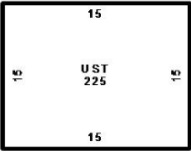
SOUTH ELEVATION

Attachment A - elevations, continued



BRITT BROWN
3033 PINION STREET
COLLBRAN, CO 81624
PARCEL#266735202002

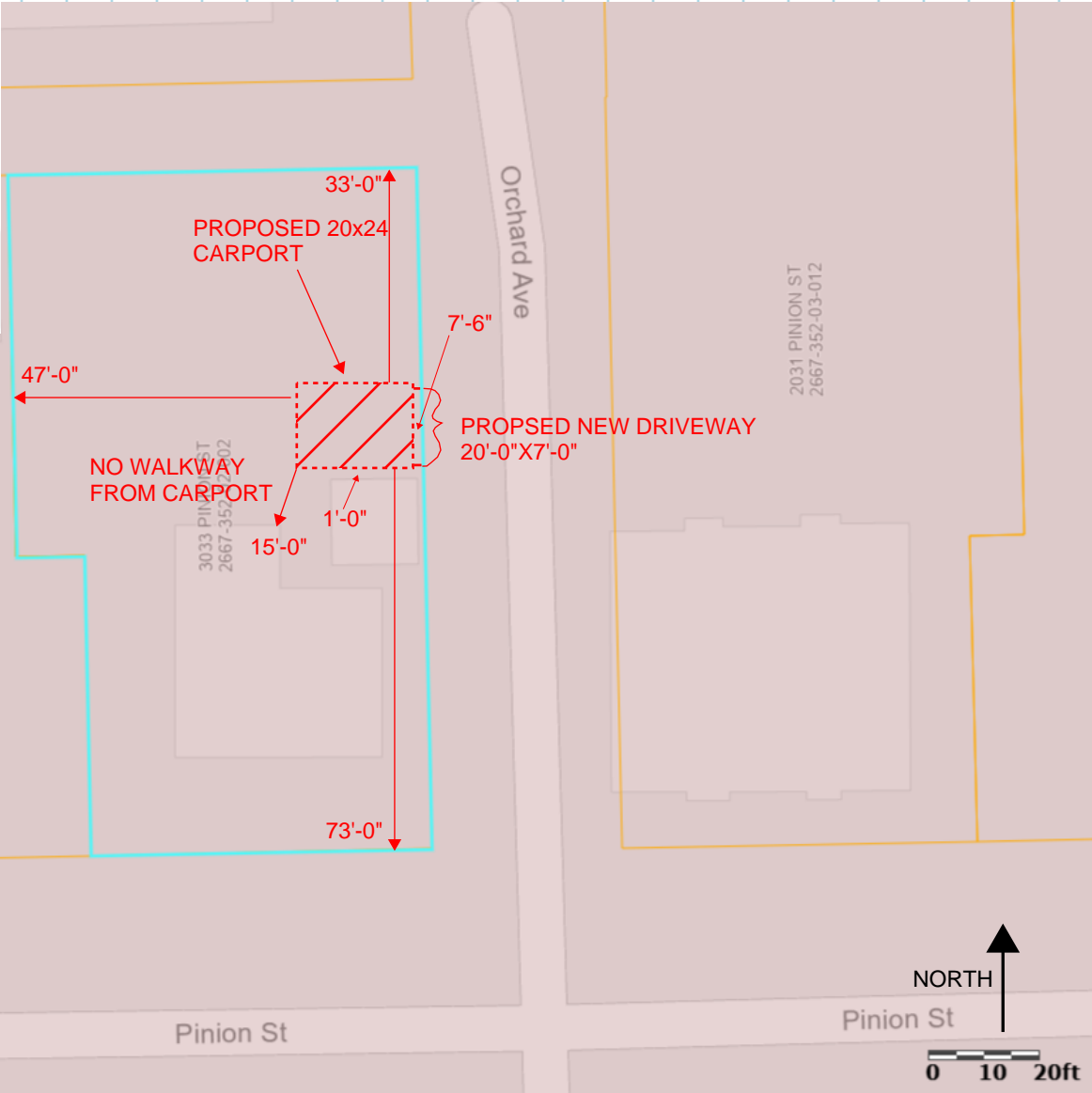
Building Sketch 1



- Base Area(BAS) = 1022 sq. ft.
- Finished Encl Porch(FEP) = 88 sq. ft.
- Finished Half Story(FHS) = 396 sq. ft.
- Unfinished Storage(UST) = 225 sq. ft.
- Unfin Open Porch(UOP) = 157 sq. ft.

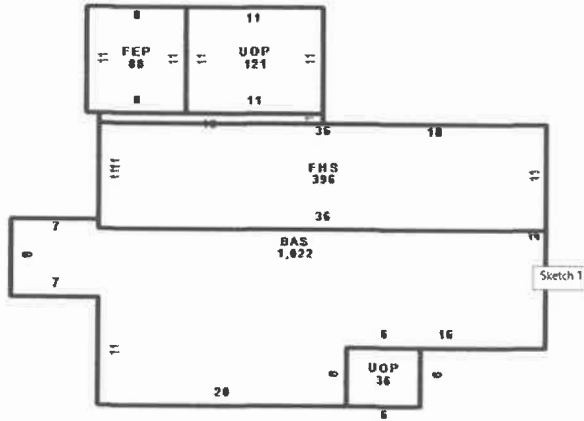
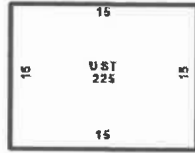
BRITT BROWN3033 PINION
STREETCOLLBRAN, CO
81624PARCEL#266735202002

Attachment B - Site Plan



BRITT BROWN
3033 PINION STREET
COLLBRAN, CO 81624
PARCEL#266735202002

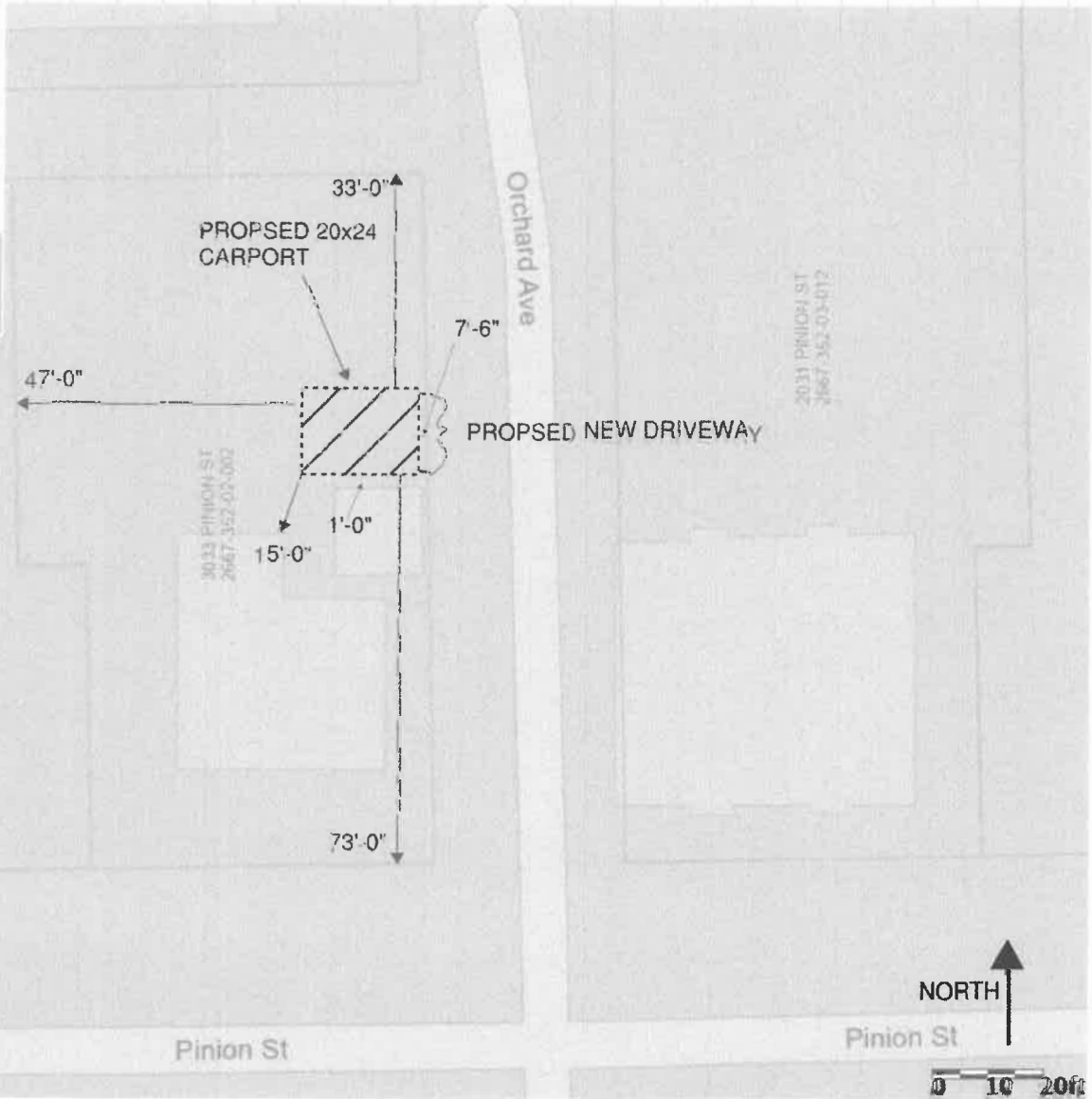
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BRITT BROWN
3033 PINION STREET
COLLBRAN, CO 81624
PARCEL#266735202002

Attachment B - Site Plan, continued



Attachment C

TOWN OF COLLBRAN
BUILDING PERMIT

Date of application 3-24-25 Permit Number _____
 Property owner Britt Brown Day time phone 928-713-2784
 Applicant's name Clay Engstrom Day time phone 740-630-1023
 Property Address 3033 Pinion Street Tax schedule # _____
 Block Number See Attachment C. Lot Number(s) See Attachment C. Zone District R-2
☒ Proposed new construction (\$30.00) _____
☐ Remodel or Repair construction (\$30.00) _____
☐ Proposed Demolition (\$30.00) _____ None; ancillary _____
 Present square footage 1,022 New square footage structure _____ %New N/A
 Maximum height 9'-3" Lot size 0.2 Acres House size 1,022 sf
 Front setback See Attachment B. Side setback See Attachment B. Rear setback See Attachment B.
 Manufactured Home: HUD or UBC mobile home number N/A

18.04.140 **Building Permit.** No building permit shall be issued prior to the issuance of a Certificate of Zoning Compliance by the Town of Collbran. No site preparation or building construction for any building shall be commenced without first obtaining a Building Permit application from the Town of Collbran and subsequently receiving Building Permit approval from Mesa County Building Department, 750 Main Street, Grand Junction, CO 81502 (244-1631). Mesa County processes building permits and performs inspections on behalf of the Town of Collbran

18.04.040 (c) **Certificates of Zoning Compliance for New, Alter or Nonconforming.** No permit for erection, alteration, moving, or repair of any building will be issued until application has been made for a Certificate of Zoning Compliance, and the Certificate shall be issued in conformity with the provisions of this Title.

Step 1 - Collbran's Building Permit - \$30.00

Site plan required. All applications for a building permit shall be accompanied by two (2) copies of a site plan drawn to scale (no less than 1/4" = 1 foot) showing the actual dimensions of the lot to be built upon, the size of the building(s) to be erected, and the location of the building on the lot with reference to the legally established property lines and such information as may be necessary to provide for compliance with these regulations. A record of such applications shall be kept in the office of the Building Inspector. Notice of approval of a building permit shall be posted on the subject property within twenty-four hours of such approval.

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- ____ 7. All streets adjacent to the property and street names;
- ____ 8. All existing and proposed driveways, including length, width and distance from intersections;
- ____ 9. Location & dimensions of existing and/or proposed parking, number of spaces and construction material;
- ____ 10. A North arrow.
- ____ 11. Locations of existing or proposed walkways, leading to the front door of the house and to adjacent structures and walkway construction materials used.

Attachment C - continued

- ____ 12. Property lines marked with string line for ease of measuring set backs.
____ 13. Location of all utilities (above and below ground) and utility easements.

ANY INFORMATION WHICH THE APPLICANT FAILS TO SHOW ON THE DRAWING MAY RESULT IN A DELAY IN OBTAINING THE BUILDING AND ZONING CLEARANCE.

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- Installing all driveways in accordance with the applicable sections of the Mesa County Standard Specifications for Road and Bridge Construction;
- Obtaining a Underground Utility Permit for the construction or altering of any road drainage or other improvement within the public right-of-way;
- Payment of all fees, including water and sewer taps, building and land use fees, and all actual costs incurred by the Town in conjunction with the review and approval of this permit, including, but not limited to, engineering, planning, surveying, and legal services.

Comments: _____

The information shown on the site plan is factual to the best of my knowledge. I have read, understand and agree to abide by the terms of the Town of Collbran's Land Use Regulations and all Town Ordinances.

Applicant

Date

Fee(s) received: Check Number: _____ Date: _____

Approved By _____ Land Use & Zoning, Town Staff and/or Town Planner

Example of Site Plan:

Attachment C - continued

REQUIREMENTS FOR SUBMITTING DRAWINGS FOR A BUILDING PERMIT WITH MESA COUNTY

1. ONE AND TWO FAMILY DWELLINGS

- ☐ A. Scaled Floor Plan, with designed room use.
- ☐ B. Foundation plan showing size of rebar.
- ☐ C. Wall section providing framing details.
- ☐ D. All header materials of openings over 4 foot.
- ☐ E. Floor framing including size of joist and girders.
- ☐ F. Roof framing details indicating roof systems to be used.
- ☐ G. Stair details showing rise, run, guardrails and handrails.
- ☐ H. Location of heating appliance and type of fuel to be used.

The time period for Residential Plan View is 3 working days.

2. MULTI-FAMILY RESIDENTIAL STRUCTURES

Two (2) sets of blue prints drawings. Drawings must be sealed by a Colorado Registered Architect or Professional Engineer.

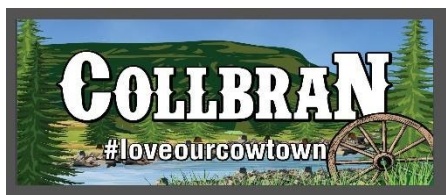
- | | |
|--|------------------------------|
| <input type="radio"/> A. Foundation Drawings | <input type="radio"/> Sealed |
| <input type="radio"/> B. Structural Drawings | <input type="radio"/> Sealed |
| <input type="radio"/> C. Architectural Drawings | <input type="radio"/> Sealed |
| <input type="radio"/> D. Electrical Drawings | <input type="radio"/> Sealed |
| <input type="radio"/> E. Mechanical/Plumbing Drawings | <input type="radio"/> Sealed |
| <input type="radio"/> F. Fire Protection/Fire Alarm Drawings | <input type="radio"/> Sealed |

LOT STRINGING INSTRUCTION SHEET

All planning clearances issued for any residential and/or agricultural structures will require a (Foundation Certification)* or the following:

1. The applicant shall, prior to setting forms for a foundation, string all subject property lines if located in the Joint Urban Planning Area. If located in the Rural Planning Area, the applicant shall string property lines only where building setbacks will be less than 100 feet from the property lines. In order for the applicant to accurately represent property lines, a survey may be necessary. The applicant shall be responsible for the location of the property line strings.
2. The County building inspector will measure the distance from the foundation forms to the property line string when an inspection is requested.
3. If the building inspector finds that the distance from the property line string is less than the setbacks shown by the applicant on the planning clearance site plan, the inspector shall halt construction on the structure.
4. The Building Department will instruct the applicant to return to the Planning Department to amend the site plan (i.e. change the setbacks or demonstrate that the forms will be moved to meet the zone district requirements.)
5. If the actual distance from the structure to the property line is less than what the zone district requires, the foundation forms must be moved in order for construction to proceed.
6. When the planning clearance information is corrected and approved by the Planning and Development Department, the applicant shall present the corrected and approved information to the Building Department and construction on the project may once again proceed.

*Foundation Certification – In lieu of lot stringing, the Mesa County Planning Department will accept a certification letter from a licensed Colorado Professional Engineer or Surveyor that stipulates that the proposed foundation meets the applicable zone district setback requirements of the current Mesa County Land Development Code.



Board of Trustees Memorandum

Agenda Item: 11

TITLE: Ingress/Egress Easement Agreement

ATTACHMENT: A – Ingress/Egress Easement Agreement

DATE: Friday, May 2, 2025

Background and Discussion

This agreement should be considered in tandem with the Action Item titled “Easement Agreement for Potential Water Line.”

The attached exhibit provides the full legal description and sketch indicating the location on grantor’s property of the easement being granted to the Town of Collbran.

Accepting the grantors’ easement would facilitate future expansion of the potable water system of the Town of Collbran, regardless of future ownership of the 58798 Delores Drive property.

Recommended Action

I recommend approval of the ingress/egress easement agreement.

Respectfully Submitted,

/s/ Jonathan E. Tarr

Jonathan E. Tarr, AICP, Contract Planner
KLJ Engineering

INGRESS/EGRESS EASEMENT AGREEMENT

THIS INGRESS/EGRESS EASEMENT AGREEMENT is hereby made and entered by Forrest Towns and Bonnie Betts (“Grantors”) and the Town of Collbran, a duly formed statutory town in the State of Colorado (the “Town”) (hereinafter collectively referred to as the “Parties”).

RECITALS

A. Grantors are the owners of that certain parcel of real property located in the County of Mesa, State of Colorado, all as being more particularly described and depicted on the Plat for Delores Divide, which has either been previously recorded or contemporaneously recorded herewith in the real property records of the Mesa County Clerk and Recorder’s office; and

B. The Town is the owner of that certain parcel of real property located in the County of Mesa, State of Colorado, all as further legally described and depicted on the Plat for Delores Divide, which has either been previously recorded or contemporaneously recorded herewith in the real property records of the Mesa County Clerk and Recorder’s office; and

C. The Town desires to obtain from Grantors a perpetual, non-exclusive easement for ingress and egress access over, on, across, and through the Grantors’ Parcel for the benefit of the Town Parcel pursuant to the terms and conditions set forth herein; and

D. Grantors desire to convey to the Town a perpetual, non-exclusive easement for ingress and egress access over, on, across, and through the Grantors’ Parcel for the benefit of the Town Parcel pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Conveyance and Purpose.** Grantors hereby grant, transfer, and convey to the Town and their heirs, successors, and assigns a perpetual, non-exclusive easement on, over, across, and through the Grantors’ Parcel (the “Easement”) for the purpose of vehicular and pedestrian ingress and egress access and to construct, reconstruct, operate, use, maintain, repair or replace any associated road or sidewalk infrastructure, if any, and any related improvements and appurtenances; said Easement being more particularly described on the **Exhibit A**, which is attached hereto and incorporated herein by this reference, and in the areas, locations, dimensions, and as otherwise depicted on the **Exhibit B**, which is attached hereto and incorporated herein by this reference.

2. **Non-Exclusive Use.** The Parties shall not cause any obstruction or hindrance in the use of the Easement at any time by any means, including, but not limited to, temporary obstructions or hindrances. At no time shall the Easement be used for the placement, parking or storage of vehicles or other personal property or the installation of any trees, plantings, structures, fences, or landscape items.

3. **Grantors’ Reservation of Rights.** Grantors hereby reserve the right to use and occupy the real property burdened by the Easement granted pursuant to this Agreement for any lawful purpose which is not inconsistent with and which will not substantially interfere with the full use and enjoyment of the rights herein granted.

4. **Easement in Perpetuity; Abandonment.** The Easement shall be binding upon the parties and their respective successors and assigns in title, and the Easement shall burden the subject real property of the Grantors in perpetuity, unless abandoned upon execution and recording of a written notice of abandonment duly executed by Grantors and the Town.

5. **Access, Maintenance, and Restoration.** The Parties are authorized to temporarily enter upon the Easement to maintain, repair or restore the roadway located within the Easement. The Parties shall maintain the road in a condition suitable for year-round access in any weather. The cost of maintaining the road shall be shared in equal parts among the Parties, provided that the approximate cost and scope of the maintenance is approved in advance by the Parties.

6. **Run with the Land.** Except as otherwise expressly provided herein, all provisions herein contained, including the benefits, burdens, and covenants are intended to run with the land and shall be binding upon and inure to benefit of the Parties and their respective successors and assigns.

7. **Interpretation of Agreement.** The headings contained in this Agreement are for convenience only, do not constitute part of this Agreement, and shall not limit, affect the interpretation of, or otherwise affect in any way the provisions of this Agreement. Furthermore, this Agreement was drafted jointly by the Parties and shall not construed against any party hereto.

8. **Entire Agreement.** This Agreement supersedes any and all other agreements either oral or written, express or implied, between the Parties with respect to the matters contained herein and contains all of the covenants and agreement between the Parties with respect thereto.

9. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado.

10. **Severability.** In case any one or more of the terms or provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement, and this Agreement shall be construed and given effect as if such invalid or illegal or unenforceable term or provision had never been contained herein. Upon such determination that any term or provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to sever the invalid, illegal or unenforceable term or provision and modify this Agreement so as to give effect to the original intent of the Parties as closely as possible so that the transactions, agreements, covenants and obligations contemplated herein are consummated as originally intended to the fullest extent possible.

11. **Venue; Attorneys' Fees.** The exclusive venue for any suit, action or proceeding for the enforcement of the obligations created under this Agreement, including mediation, shall be the courts in and for Mesa County, State of Colorado. The prevailing party in any action brought in connection with this Agreement shall be entitled to judgment for its attorneys' fees and costs, including expert witness fees and fees incurred in connection with any appeals.

12. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts including scanned and emailed counterparts each counterpart to be considered an original portion of this Agreement, and all of which together shall constitute a single instrument. A photocopy of this Agreement may be used in lieu of an original in any action or proceeding brought to enforce or construe this Agreement.

IN WITNESS WHEREOF, this Agreement is hereby made effective as of the date first set forth

above.

FORREST TOWNS:

By: _____
Forrest Towns, Grantor

STATE OF COLORADO)
) SS.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this ____day
of _____, 2025, by Forrest Towns, Grantor.

Witness my hand and official seal.
My commission expires:

Notary Public

BONNIE BETTS:

By: _____
Bonnie Betts, Grantor

STATE OF COLORADO)
) SS.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Bonnie Betts, Grantor.

Witness my hand and official seal.
My commission expires:

Notary Public

THE TOWN OF COLLBRAN:

By: _____

(Print Name)

The _____ on behalf of the Town of Collbran.

AS ATTESTED TO BY:

By: _____

(Print Name)

The _____ on behalf of the Town of Collbran.

STATE OF COLORADO)
) SS.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____ and _____ on behalf of the Town of Collbran.

Witness my hand and official seal.
My commission expires:

Notary Public

LEGAL DESCRIPTION

A tract of land situated in the SE1/4 of the NE1/4 Section 35, Township 9 South, Range 95 West of the 6TH Principal Meridian, Mesa County, Colorado, said tract being located entirely within Lot 2 of Delores Divide Subdivision of the Mesa County Records, and being more particularly described as follows:

Commencing at the Southwest Corner of said Lot 2 from whence the Southeast Corner of said Lot 2 bears N88°17'19"E a distance of 1302.08 feet for a Basis of Bearings, all bearings hereon related thereto; thence N0°31'58"E along the West Line of said Lot 2 a distance of 52.95 feet to the Southern Line of a 15.00 foot Ingress/Egress Easement and the Point of Beginning; thence N0°31'58"E a distance of 15.19 feet to the Southwest Corner of Lot 4 of said Delores Divide Subdivision; thence along the Southern Line of said Lot 4 the following four(4) courses;

- N81°23'44"E a distance of 56.36 feet;
- N75°57'09"E a distance of 43.90 feet to the start of a curve to the left;
- Along said curve to the left a distance of 40.29 feet with a radius of 65.00 feet and a central angle of 35°31'08" whose chord bears N58°11'35"E a distance of 39.65 feet to the start of a compound curve to the left;
- Along said compound curve to the left a distance of 144.66 feet with a radius of 750.00 feet and a central angle of 11°03'04" whose chord bears N34°54'29"E a distance of 144.43 feet to an angle point on the Easterly Line of said Lot 4;

Thence N29°22'57"E a distance of 89.00 feet to the start of a curve to the left; thence along said curve to the left a distance of 60.73 feet with a radius of 200.00 feet and a central angle of 17°23'49" whose chord bears N20°41'02"E a distance of 60.49 feet to the South Line of Lot 3 of said Delores Divide Subdivision; thence N88°11'22"E along said South Line a distance of 15.41 feet to the start of a non-tangent curve to the right; thence along said non-tangent curve to the right a distance of 68.96 feet with a radius of 215.00 feet and a central angle of 18°22'35" whose chord bears S20°11'39"W a distance of 66.66 feet; thence S29°22'57"W a distance of 89.00 feet to the start of a curve to the right; thence along said curve to the right a distance of 147.55 feet with a radius of 765.00 feet and a central angle of 11°03'04" whose chord bears S34°54'29"W a distance of 147.32 feet to the start of a compound curve to the right; thence along said compound curve to the right a distance of 49.59 feet with a radius of 80.00 feet and a central angle of 35°31'08" whose chord bears S58°11'35"W a distance of 48.80 feet; thence S75°57'09"W a distance of 44.62 feet; thence S81°23'44"W a distance of 59.49 feet to the Point of Beginning.

Said tract of land contains 6,705 square feet as described.

Above legal description written by:

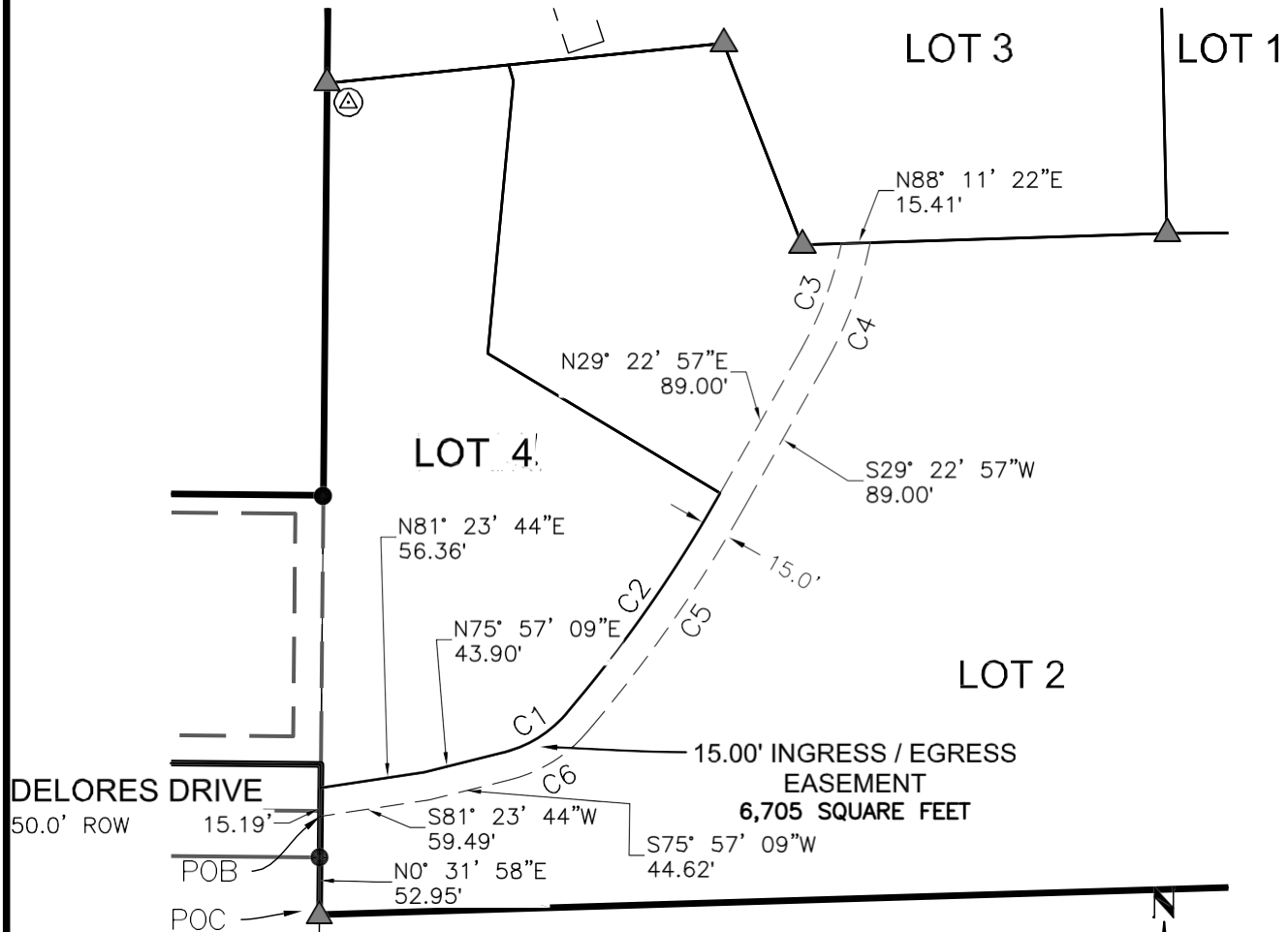
Patrick W. Click

Colorado registered Professional Surveyor No. 37904

3194 Mesa Avenue Unit B

Grand Junction, Colorado 81504

EXHIBIT SKETCH



Curve Table

Curve #	Radius	Length	Delta	Chord Length	Chord Bearing
C1	65.00'	40.29'	035° 31' 08"	39.65'	N58° 11' 35"E
C2	750.00'	144.66'	011° 03' 04"	144.43'	N34° 54' 29"E
C3	200.00'	60.73'	017° 23' 49"	60.49'	N20° 41' 02"E
C4	215.00'	68.96'	018° 22' 35"	68.66'	S20° 11' 39"W
C5	765.00'	147.55'	011° 03' 04"	147.32'	S34° 54' 29"W
C6	80.00'	49.59'	035° 31' 08"	48.80'	S58° 11' 35"W

LEGAL DESCRIPTION SKETCH

JOB: 2024-021 DATE: 5/10/2024

15' INGRESS/EGRESS EASEMENT

DELORES DIVIDE

COLLBRAN, COLORADO

SE¼ NE¼ SECTION 35

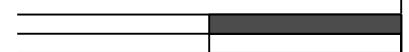
T9S, R95W, 6TH P.M.

TOWN OF COLLBRAN, MESA COUNTY, COLORADO



GRAPHIC SCALE:
1"=100'

100 0 100



LINEAR UNITS ARE U.S. SURVEY FEET

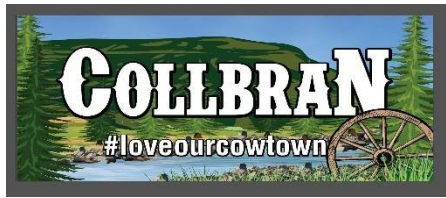
POLARIS SURVEYING

PATRICK W. CLICK P.L.S.

3194 MESA AVE

GRAND JUNCTION, CO 81504

PHONE (970)434- 7038



Board of Trustees Memorandum

Agenda Item: 12

TITLE: Easement Agreement for Potential Water Line

ATTACHMENTS: **A** – Delores Divide RLD pg 1 description
 B – Delores Divide RLD pg 2 description
 C – Domestic Water Easement Agreement

DATE: Friday, May 2, 2025

Background and Discussion

This agreement should be considered in tandem with the Action Item titled "Ingress/Egress Easement Agreement."

Property owners seek to grant a 25-foot non-exclusive easement through, under, over, and across property described in Exhibits A and B to the Town of Collbran for use as future potable water system. See the recitals in Exhibit C for the complete descriptions of the agreed-upon uses and abilities of the Town upon grant of the easement.

Accepting the grantors' easement would facilitate future expansion of the potable water system of the Town of Collbran, regardless of future ownership of the 58798 Delores Drive property.

Recommended Action

I recommend approval of the easement agreement.

Respectfully Submitted,

/s/ Jonathan E. Tarr

Jonathan E. Tarr, AICP, Contract Planner
KLJ Engineering

DOMESTIC WATER SYSTEM EASEMENT AGREEMENT

THIS WATER SYSTEM EASEMENT AGREEMENT (the “Agreement”) is hereby made and entered into this ____ day of _____, 2025, by Forrest C. Towns and Bonnie Betts (hereinafter collectively referred to as “Grantors”) and the Town of Collbran, a statutory town in the State of Colorado (“Grantee”) (hereinafter collectively referred to as the “Parties” and singularly as a “Party”).

RECITALS

A. Grantors are the owners of the certain parcel of real property located in the County of Mesa, State of Colorado, as more particularly described on **Exhibit A**, which is attached hereto and incorporated herein by this reference (the “Property”); and

B. Grantee is a statutory town in the State of Colorado that provides municipal services to its residents; and

C. Grantee desires to obtain from Grantors a perpetual, non-exclusive twenty-five foot (25’) easement for the purposes of running, constructing, surveying, laying, installing, monitoring, maintaining, inspecting, reconstructing, repairing, replacing, and operating a domestic water system and all associated above-ground and underground infrastructure, pipelines, appurtenances, and facilities of such size and capacity as necessary or required to provide the Property with a potable water system to supply domestic water service, in, through, over, under, and across the Property, together with the right of ingress and egress to conduct such construction, laying, installation, monitoring, maintenance, repair, replacement, operation, and use of said domestic water system pursuant to the terms and conditions set forth herein; provided that Grantors hereby reserve unto themselves and their respective successors and assigns the exclusive right to run, construct, lay, and install the Water Infrastructure (defined below) and otherwise make use of the Water System Easement (defined below) in accordance with the terms set forth in this Agreement, if Grantee is unable or unwilling to do so on behalf of Grantors’ or Grantors’ successors and assigns; and

D. Grantors desire to grant to Grantee a perpetual, non-exclusive twenty-five foot (25’) easement for the purposes of running, constructing, surveying, laying, installing, monitoring, maintaining, inspecting, reconstructing, repairing, replacing, and operating a domestic water system and all associated above-ground and underground infrastructure, pipelines, appurtenances, and facilities of such size and capacity as necessary or required to provide the Property with a potable water system to supply domestic water service, in, through, over, under, and across the Property, together with the right of ingress and egress to conduct such construction, laying, installation, monitoring, maintenance, repair, replacement, operation, and use of said domestic water system pursuant to the terms and conditions set forth herein; provided that Grantors hereby reserve unto themselves and their respective successors and assigns the exclusive right to run, construct, lay, and install the Water Infrastructure (defined below) and otherwise make use of the Water System Easement (defined below) in accordance with the terms set forth in this Agreement, if Grantee is unable or unwilling to do so on behalf of Grantors’ or Grantors’ successors and assigns.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Grantors and Grantee hereby agree as follows:

1. Grantors hereby grant and convey unto Grantee a non-exclusive, perpetual twenty-five foot (25’) easement in, over, under, across, and through the Property as more particularly described and depicted on **Exhibit A**, which is attached hereto and incorporated herein by this reference (the “Water

System Easement”), for the purpose of running, constructing, surveying, laying, installing, monitoring, maintaining, inspecting, reconstructing, repairing, replacing, and operating the Water Infrastructure (defined below) located within the Water System Easement (collectively, the “Water System Easement Activities”). “Water Infrastructure” means any and all above-ground or underground facilities, improvements, infrastructure, and appurtenances associated with a potable water system providing domestic water service for or to the Property for the number of residential and associated or accessory structures and uses allowed by the Town of Collbran or Mesa County pursuant to their land use code, development code, municipal code, or any other applicable laws, rules, and regulations which are applicable to the Property, including, without limitation, water treatment facilities, mains, valves, ventilators, vaults, control systems, manholes, conduits, electricity, taps, cables, wires, pipes, and all other associated infrastructure and improvements to serve any other portion of the Water Infrastructure or the Property for the supply of the potable water system providing domestic water service to the Property.

2. Pursuant to this Agreement, Grantors hereby reserve unto themselves and their respective successors and assigns the exclusive right to run, construct, survey, lay, and install the Water Infrastructure and make use of the Water System Easement in accordance with the terms set forth in this Agreement, if Grantee is unable or unwilling to do so on behalf of Grantors’ or Grantors’ successors and assigns. If Grantors or Grantors’ successors and assigns wish to exercise this reservation to cause for the surveying, laying, and installation of the Water Infrastructure and use of the Water System Easement with all the rights, obligations, and otherwise in accordance with this Agreement, Grantors agree to do so at their sole cost and expense, unless otherwise agreed to by the Parties. Grantors further agree that any work associated with the running, construction, surveying, laying, and installation of the Water Infrastructure will do so in accordance with all applicable federal, state, and local laws, rules, permitting requirements, and regulations.

3. Grantors shall not interfere with the use and enjoyment of the Water System Easement by Grantee as expressly granted herein. No improvements shall be planted, placed or constructed on or within the Water System Easement by Grantors which materially interferes with Grantee’s permitted use of the Water System Easement or its performance of the Water System Easement Activities, unless said improvement(s) are necessary for the development of the Property or Grantor has received Grantee’s prior written consent, which consent shall not be unreasonably withheld or delayed. Any other utilities placed within the Water System Easement (*i.e.*, natural gas, telephone, cable, etc.) shall not be located in a manner which will unreasonably interfere with or unreasonably impair Grantee’s access, construction, installation, replacement, operation, and maintenance of the facilities, infrastructure, and appurtenances related thereto or with any of the Water System Easement Activities that occur within the Water System Easement. Should any improvement be on, in, under, or over the Water System Easement at the time of any repair, maintenance, construction, or replacement by Grantee or Grantee otherwise undertaking any of the Water System Easement Activities, then Grantee shall not be responsible for the cost of removing or replacing the intruding improvement.

4. Grantee shall not interfere with the Grantors’ paramount and primary use of the Property for the uses and purposes Grantor has historically made, presently makes, and in the future will make on the Property as Grantor sees fit, in its sole and absolute discretion. If the Grantee disturbs the surface of the Water System Easement for the installation, construction, operation, maintenance, repair, or replacement of its infrastructure or facilities or during any Water System Easement Activities, it shall restore the surface to the pre-disturbance condition to the reasonable satisfaction of Grantor. Grantor may remove any unpermitted improvements that interfere with Grantor’s use and enjoyment of the Property, without incurring liability for the same. All Water System Easement Activities shall be performed at Grantee’s sole cost and expense.

5. While undertaking the Water System Easement Activities, Grantee shall: (i) maintain the Grantor's Property in a clean, safe, and orderly condition, consistent with general construction trade practices in the area; (ii) adhere to appropriate safety measures; (iii) carry out all activities related to the construction, installation, or maintenance of the improvements authorized herein in a good, workmanlike and professional manner; and (iv) not disturb, compromise or otherwise impair the Grantor Property or any roads, fences, ditches, structures, improvements or facilities located or to be located thereon. Furthermore, all work performed and to be performed by on or to the Water System Easement or for purposes of conducting any Water System Easement Activities shall be made using quality materials and shall be performed in a good workmanlike manner in compliance with any requirements provided by Grantor. The construction requirements shall be guided, in general, and without limitation, by generally accepted construction and engineering practices. Compliance with such specifications and requirements shall be determined in the reasonable discretion of Grantor.

6. Should it become necessary for either of the Parties to enforce or interpret the terms and conditions of this Agreement through the commencement of any legal proceeding, the Parties hereby agree that the prevailing Party shall be entitled to its reasonable attorneys' fees and costs, including attorneys' fees and costs for any appeal.

7. Grantee shall provide to Grantor reasonable advance notice of Grantee's exercise of the Water System Easement except for routine periodic access to accomplish the Water System Easement Activities provided for under this Agreement.

8. The Parties hereby agree that the exclusive venue for any suit, action or proceeding for the enforcement of the obligations created under this Agreement, including mediation, shall be the courts in and for Mesa County, State of Colorado.

9. Grantee, its agents, employees, contractors, concessionaires, representatives, successors and assigns ("Grantee's Responsible Parties") shall enter onto the Water System Easement Area and exercise rights under the Water System Easement at their own risk and they further assume all risks related to the same. Grantor shall have no liability to Grantee's Responsible Parties for any and all claims, damages, losses, liens, costs, liabilities, fines, and expenses (including reasonable attorneys' fees and court costs), damage to or destruction of property, and death of or injury to any person related to or arising from entry on to the Water System Easement Area and Grantor is hereby irrevocably and forever released from the same. Other than those Hazardous Materials (as defined below) typically stored or used in the construction, operation, or maintenance of a water treatment system, Grantee shall not cause, or permit to be caused by any of Grantee's Responsible Parties, any Hazardous Materials to be transported to, or dumped, spilled, released, permanently stored, or deposited on, over or beneath the Water System Easement Area or any other lands owned by Grantor. "Hazardous Materials" means substances, materials or waste for which the generation, handling, storage, treatment or disposal is regulated by any local, state or federal government authority or laws, as a "hazardous waste," "hazardous material," "hazardous substance," "pollutant" or "contaminant," and including, without limitation, those designated as a "hazardous substance" under Section 311 or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Secs. 1321, 1317), defined as a "hazardous waste" under Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. Sec. 6903), or defined as a "hazardous substance" under Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Sec. 9601) and, including, without limitation, petroleum products and byproducts, PCBs, and asbestos.

10. Nothing contained in this Agreement will be deemed a gift or dedication of any portion of the Water System Easement Area for the general public or for any public purpose whatsoever; this Agreement will be strictly limited to and be for the purposes set forth herein and will not be interpreted or

construed to create any third-party beneficiary rights in any person not a party hereto, unless otherwise expressly provided in this Agreement.

11. Consistent with applicable law, Grantee shall indemnify Grantor and its trustees, grantors, beneficiaries, members, managers, directors, officers, owners, partners, shareholders, employees, agents, attorneys and affiliates and their successors and assigns (collectively with Grantor, the "Grantor Indemnitees") against and hold Grantor Indemnitees harmless from any and all expenses, claims, actions, liability, loss, damage, or suits (including reasonable attorneys' fees) and claims of liability or loss which arise out of the use or occupancy of the Water System Easement Area and its performance of any Water System Easement Activities; except to the extent that such claims of liability or losses are solely and exclusively attributable to the intentional actions of Grantors, and Grantors' employees, contractors, servants or agents.

12. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Colorado.

13. The Parties to this Agreement represent that they have the full power and authority to enter into and perform under this Agreement and to bind their principals.

14. The Parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this Agreement.

15. In case any one or more of the terms or provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement, and this Agreement shall be construed and given effect as if such invalid or illegal or unenforceable term or provision had never been contained herein. Upon such determination that any term or provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to sever the invalid, illegal or unenforceable term or provision and modify this Agreement so as to give effect to the original intent of the Parties as closely as possible so that the transactions, agreements, covenants and obligations contemplated herein are consummated as originally intended to the fullest extent possible.

16. This Agreement supersedes any and all other agreements either oral or written, express or implied, between the Parties with respect to the matters contained herein and contains all of the covenants and agreement between the Parties with respect thereto. This Agreement shall not be changed, modified, terminated, or discharged, in whole or in part, except by an instrument in writing signed by both parties hereto, or their respective successors or assignees.

17. The covenants, agreements, and obligations contained in this Agreement shall run with the land, and shall be binding upon and inure to the benefit of the Parties, and their respective successors, assigns, heirs, and representatives.

IN WITNESS WHEREOF, this Agreement is hereby made effective as of the date first set forth above.

SIGNATURE PAGE TO FOLLOW

GRANTORS:

By: _____
Forrest C. Towns

By: _____
Bonnie Betts

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Forrest C. Towns and Bonnie Betts, Grantors.

Witness my hand and official seal.
My commission expires:

Notary Public

GRANTEE:

By: _____

(Print Name)

The _____ on behalf of the Town of Collbran.

AS ATTESTED TO BY:

By: _____

(Print Name)

The _____ on behalf of the Town of Collbran.

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____ and _____ on behalf of the Town of Collbran.

Witness my hand and official seal.
My commission expires:

Notary Public

DELORES DIVIDE RURAL LAND DIVISION

SITUATED IN THE SE¼ NE¼ SECTION 35
TOWNSHIP 9 SOUTH, RANGE 95 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF MESA, STATE OF COLORADO

DEDICATION:

KNOW ALL PERSONS BY THESE PRESENTS: The undersigned, Forrest C. Towns and Bonnie J. Betts are the owners of the real property located in the Southeast Quarter of the Northeast Quarter of Section 35, Township 9 South, Range 95 West of the 6th Principal Meridian, Mesa County, Colorado, the ownership of which is demonstrated at Reception Number _____, of the office of the Mesa County Clerk and Recorder, said property being more particularly described as follows:

A parcel of land situated in the SE1/4 of the NE1/4 of Section 35, Township 9 South, Range 95 West of the 6TH/ Principal Meridian, Mesa County, Colorado, being more particularly described as follows:

Beginning at the North Sixteenth Corner on the East line of said Section 35, from whence the East Quarter Corner of Section 35 bears S0°23'19"W a distance of 1325.08 feet for a Basis of Bearings, all bearings herein related thereto; thence S0°23'19"W along the East line of the SE1/4 of the NE1/4 of Section 35 a distance of 662.54 feet to the Southeast Corner of the N1/2 of the SE1/4 of the NE1/4 of Section 35; thence S88°17'19"W a distance of 1302.08 feet to the Southwest Corner of the N1/2 of the SE1/4 of the NE1/4 of Section 35; thence N0°31'58"E along the West line of the SE1/4 of the NE1/4 of Section 35 a distance of 447.01 feet; thence N84°14'50"E a distance of 214.05 feet; thence S21°13'58"E a distance of 116.28 feet; thence N88°11'22"E a distance of 196.19 feet; thence N1°17'31"W a distance of 26.62 feet; thence N33°19'08"E a distance of 16.35 feet; thence N1°39'55"W a distance of 124.47 feet; thence S85°03'39"W a distance of 457.23 feet to a point on the aforementioned West line of the SE1/4 of the NE1/4 of Section 35; thence N0°31'58"E along said West line a distance of 170.72 feet to the Northeast Sixteenth Corner of Section 35; thence N88°16'35"E along the North line of the SE1/4 of the NE1/4 of Section 35 a distance of 1300.42 feet to the Point of Beginning.

Said parcel of land contains 18.73 acres as described.

Said owners have by these presents laid out, platted and subdivided the above described real property, and designated the same as DELORES DIVIDE RURAL LAND DIVISION, County of Mesa, State of Colorado.

Said owners state that all lienholders of record are shown hereon.

IN WITNESS WHEREOF, said owners have caused their names to be hereunto subscribed

this _____ day of _____, A.D. 20 ____.

by: _____
for: Forrest C. Towns

by: _____
for: Bonnie J. Betts

NOTARY PUBLIC CERTIFICATION

STATE OF COLORADO:

COUNTY OF MESA :ss

The foregoing instrument was acknowledged before me
this _____ day of _____, A.D. 20 ____.

by: _____
for: Forrest C. Towns

Witness my hand and official seal

My Commission Expires _____
Notary Public

NOTARY PUBLIC CERTIFICATION

STATE OF COLORADO:

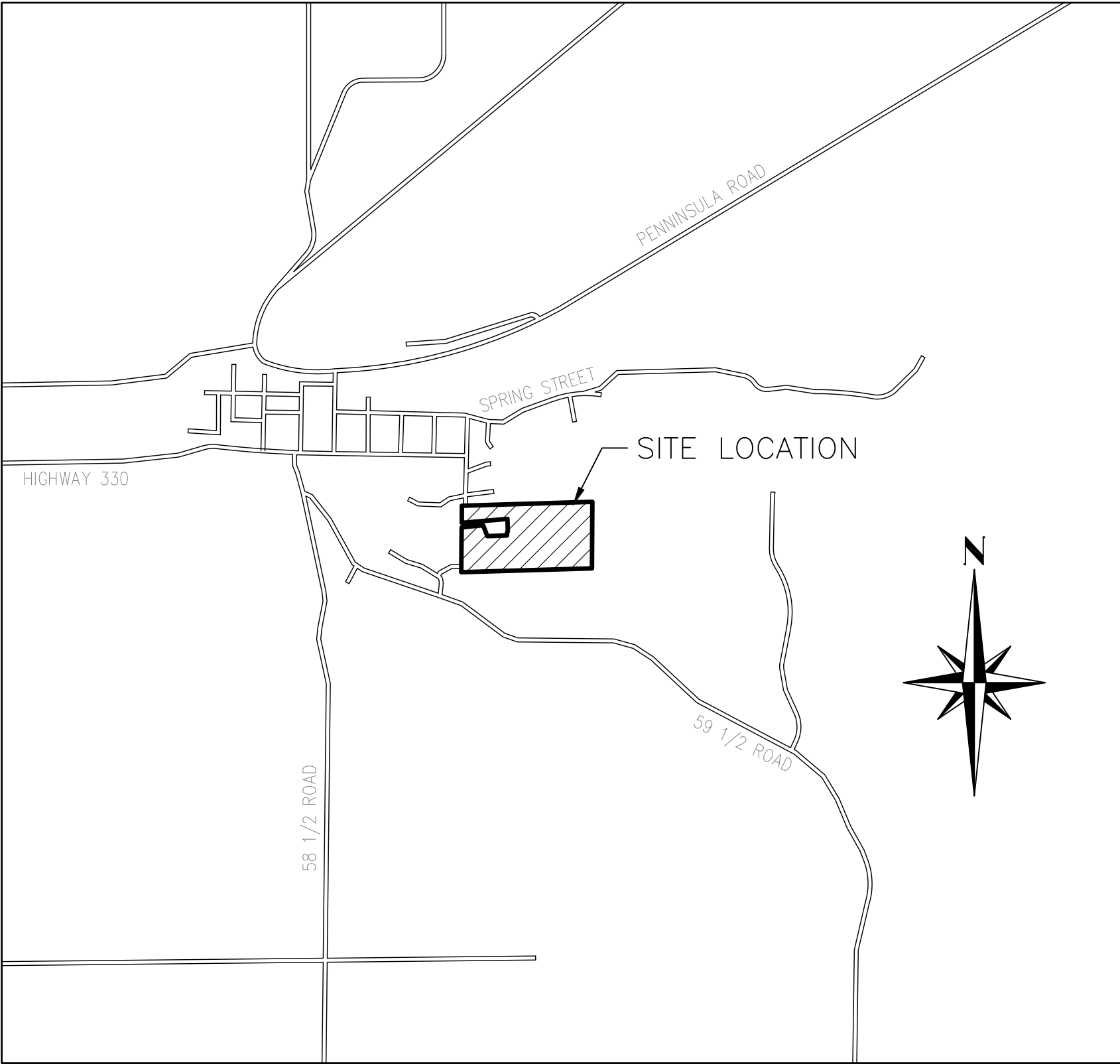
COUNTY OF MESA :ss

The foregoing instrument was acknowledged before me
this _____ day of _____, A.D. 20 ____.

by: _____
for: Bonnie J. Betts

Witness my hand and official seal

My Commission Expires _____
Notary Public



VICINITY MAP: NOT TO SCALE

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO :
COUNTY OF MESA :ss

This plat was accepted for filing in the office of the Clerk and Recorder of Mesa County,
Colorado, at _____ o'clock ____ .m., on this ____ day of _____ 20 ____ and
was recorded at Reception No. _____

Drawer No. _____, and Fees _____.

Clerk and Recorder Deputy

BOARD OF COUNTY COMMISSIONER'S CERTIFICATE

Accepted this _____ day of _____ A.D., 20 ____.

Board of County Commissioner's of the County of Mesa, Colorado.

Chairperson

Mesa County Recorded Plat Information Block:

The below listed recording information for Associated Record Documents was not prepared under the professional land surveyor's responsible charge, Board Rule 6.2.1, State of Colorado

The recording information is to be completed by Mesa County personnel.

1. A 15.0' Irrigation Easement is granted to the owner of Lot 1 platted hereon as recorded at Reception Number _____.

NOTES

1. OWNERSHIP, RECORDED RIGHTS-OF-WAY, AND EASEMENT INFORMATION WAS DONE USING A CURRENT TITLE POLICY PROVIDED BY ABSTRACT AND TITLE COMPANY OF MESA COUNTY, ORDER NO. 18723CEM.

2. BEARINGS ARE BASED ON THE EAST LINE OF SE¼ NE¼ SECTION 35, TOWNSHIP 9 SOUTH, RANGE 95 WEST OF THE 6TH PRINCIPAL MERIDIAN, THE VALUE USED S00°23'19"W, WAS CALCULATED USING THE MESA COUNTY LOCAL COORDINATE SYSTEM. SURVEY MARKERS WERE FOUND AT THE NORTH AND SOUTH ENDS OF SAID LINE AS SHOWN HEREON.

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

4. RECEPTION NUMBER 1062233 (BOOK 1009 PAGE 947) DESCRIBES A TRACT OF LAND AND AN EASEMENT FOR A RESERVOIR SITE, THAT WHEN PLOTTED EXTEND INTO THE SUBJECT PROPERTY. HOWEVER, THE EXISTING LOCATION FOR SAID RESERVOIR SITE LIES TO THE EAST OF A FENCE WHICH STRADDLES THE EAST LINE OF THE SUBJECT PROPERTY. SAID EASEMENT DOES EXTEND INTO THE SUBJECT PROPERTY.

5. THE FOUND MONUMENTS FOR MAZARO'S SUBDIVISION OVERLAP SOUTH OF THE NORTH LINE OF THE SE¼ NE¼ OF SECTION 35. THE APPARENT BOUNDARY CONFLICT IS SHOWN WITH DIMENSION LABELS AS SHOW HEREON.

6. PURSUANT TO C.R.S. §24-68-101 ET SEQ. AND SECTION 1.10 OF THE 2000 MESA COUNTY LAND DEVELOPMENT CODE, A SITE SPECIFIC DEVELOPMENT PLAN HAS BEEN APPROVED BY THE MESA COUNTY PLANNING DIVISION FOR DELORES DIVIDE RURAL LAND DIVISION AND SHALL RESULT IN A VESTED RIGHT FOR A PERIOD OF THREE YEARS FROM THE DATE THAT THE REQUIRED VESTING NOTICE IS PUBLISHED.

7. RIGHT TO FARM ACT NOTICE: THIS DEVELOPMENT IS LOCATED IN AN AGRICULTURAL AREA. IT IS HEREBY RECOGNIZED THAT AGRICULTURAL OPERATIONS MAY CONTINUE PURSUANT TO C.R.S. §35-3.5-101 ET SEQ.

8. NOTICE OF TRADITIONAL HUNTING ACTIVITIES: THIS PROPERTY IS POTENTIALLY WITHIN AN AREA WHICH IS TRADITIONALLY HUNTED; THEREFORE NOISE AND ACTIVITY ASSOCIATED WITH LAWFUL HUNTING AND PEOPLE MOVING THROUGH THE AREA TO HUNT IS NORMAL AND MAY BE EXPECTED.

ABBREVIATIONS:

N	NORTH
S	SOUTH
E	EAST
W	WEST
T	TOWNSHIP
R	RANGE
MCSM	MESA COUNTY SURVEY MARKER
ROW	RIGHT OF WAY
SIMS	SURVEY INFORMATION MANAGEMENT SYSTEM
PLS	PROFESSIONAL LAND SURVEYOR
No.	NUMBER
GPS	GLOBAL POSITIONING SYSTEM
ID	IDENTIFICATION
SQ	SQUARE
FT	FEET
AVE.	AVENUE
ST.	STREET
CT.	COURT
LN.	LANE
DR.	DRIVE
U.S.	UNITED STATES
L.C.E.	LIMITED COMMON ELEMENT
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
W.C.	WITNESS CORNER

SURVEYOR'S CERTIFICATION:

I, Patrick W. Click, do hereby certify that I am a registered land surveyor licensed under the laws of the State of Colorado, that this Plat is a true, correct and complete Final Plat of the DELORES DIVIDE RURAL LAND DIVISION, as laid out, platted, dedicated and shown hereon, that such Final Plat was made from an accurate survey of said property by me and under my supervision. Both conform to the standards of practice, statutes and laws of the State of Colorado to the best of my knowledge and belief. This statement is not a guaranty or warranty, either expressed or implied.

PATRICK W. CLICK
COLORADO REGISTERED LAND SURVEYOR PLS #37904

MESA COUNTY PLANNING NUMBER 2024-0161

DELORES DIVIDE RURAL LAND DIVISION

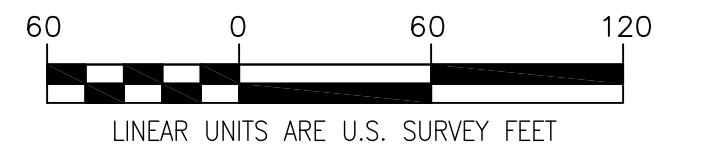
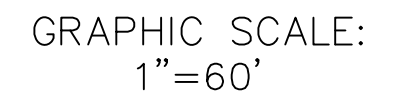
SITUATED IN THE SE¼ NE¼ SECTION 35
TOWNSHIP 9 SOUTH, RANGE 95 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF MESA, STATE OF COLORADO

JOB #: 2024-021 FIELD WORK: KM DRAWN BY: NB
DATE: 1/21/25 DRAWING NAME: 58798 DELORES DRIVE CHECKED BY: PC

POLARIS SURVEYING

PATRICK W. CLICK P.L.S.
3194 MESA AVE. #B
GRAND JUNCTION, CO 81504
PHONE (970)434-7038

SITUATED IN THE SE¼ NE¼ SECTION 35
TOWNSHIP 9 SOUTH, RANGE 95 WEST
OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF MESA, STATE OF COLORADO



FOUND SURVEY MARKER AS DESCRIBED

- FOUND No. 5 REBAR WITH A 1.5 INCH ALUMINUM CAP PLS 10386
FOUND No. 5 REBAR WITH A 1.5 INCH YELLOW PLASTIC CAP PLS 12901
FOUND No. 6 REBAR WITH 3 INCH ALUMINUM CAP PLS 24943
FOUND No. 5 REBAR WITH A 1.5 INCH ALUMINUM CAP PLS 24943
SET No. 5 REBAR WITH A 2 INCH ALUMINUM CAP PLS 37904
FOUND No. 5 REBAR WITH NO CAP

N	NORTH
S	SOUTH
E	EAST
W	WEST
T	TOWNSHIP
R	RANGE
MCSM	MESA COUNTY SURVEY MARKER
ROW	RIGHT OF WAY
SI	SURVEY INFORMATION MANAGEMENT SYSTEM
PLS	PROFESSIONAL LAND SURVEYOR
No.	NUMBER
GPS	GLOBAL POSITIONING SYSTEM
ID	IDENTIFICATION
SQ	SQUARE
FT	FEET
AVE.	AVENUE
ST.	STREET
CT.	COURT
LN.	LANE
DR.	DRIVE
U.S.	UNITED STATES
L.C.E.	LIMITED COMMON ELEMENT
P.O.B.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
W.C.	WITNESS CORNER

Rocky Mountain Gas Easement Line Table		
Line #	Direction	Length
L15	N00° 14' 54"W	17.16'
L16	N07° 38' 46"E	197.31'
L17	N05° 20' 16"E	234.78'
L18	N16° 09' 14"W	76.79'
L19	N19° 14' 24"W	149.56'
L20	N88° 16' 35"E	26.22'
L21	S19° 14' 24"E	142.34'
L22	S16° 09' 14"E	82.21'
L23	S05° 20' 16"W	240.02'
L24	S07° 38' 46"W	196.09'
L25	S00° 14' 54"E	14.80'

Mountain States Easement Line Table		
Line #	Direction	Length
L1	S00° 38' 17"E	16.53'
L2	S02° 32' 28"W	197.10'
L3	S89° 28' 02"E	57.84'
L4	S00° 31' 58"W	10.00'
L5	N89° 28' 02"W	58.70'
L6	S05° 26' 13"W	224.38'
L7	S14° 53' 42"E	77.23'
L8	S18° 50' 52"E	148.09'
L9	S88° 16' 35"W	16.74'
L10	N18° 50' 52"W	143.72'
L11	N14° 53' 42"W	80.65'
L12	N05° 26' 13"E	239.05'
L13	N07° 32' 28"E	196.24'
L14	N00° 38' 17"W	15.09'
L38	N89° 28' 02"W	35.00'
L39	N00° 31' 58"E	10.00'
L40	N89° 28' 02"E	35.00'

Water Main Easement Line Table		
Line #	Direction	Length
L27	N33° 17' 36"W	154.83'
L28	N18° 17' 56"W	74.01'
L29	S71° 42' 04"W	20.00'
L30	S18° 17' 56"E	76.65'
L31	S33° 17' 36"E	145.17'

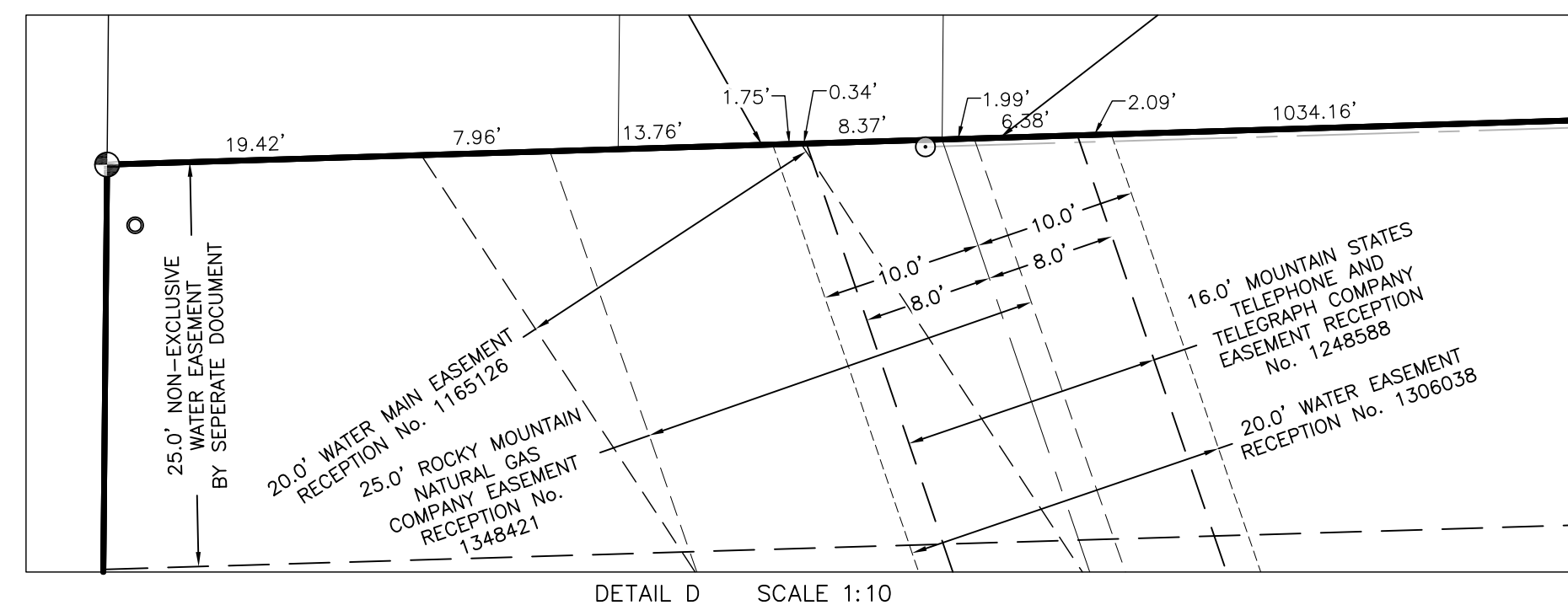
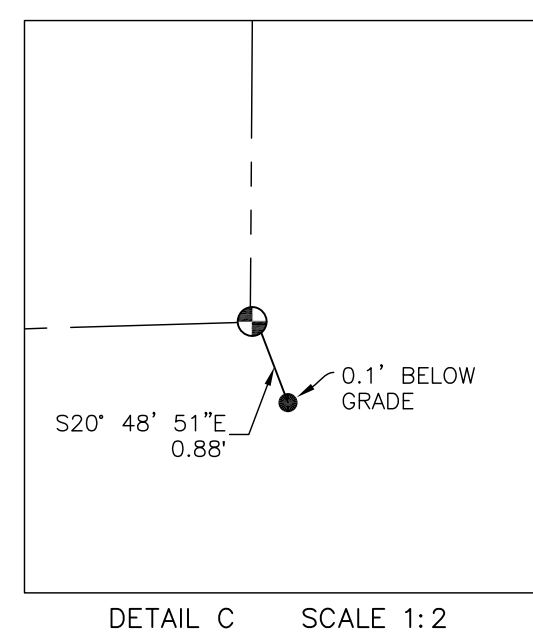
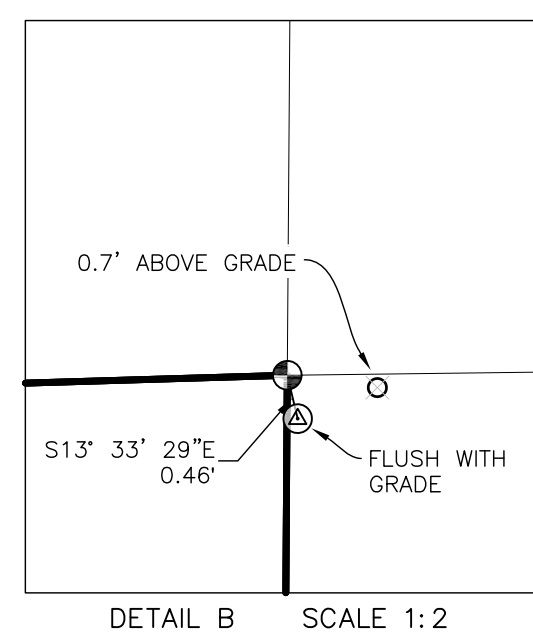
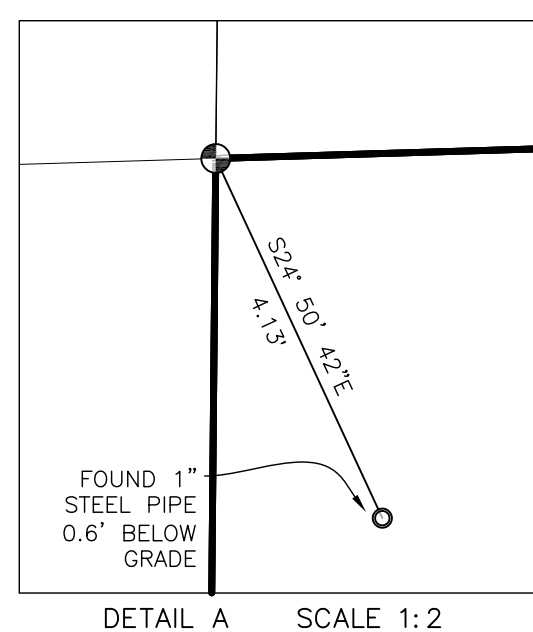
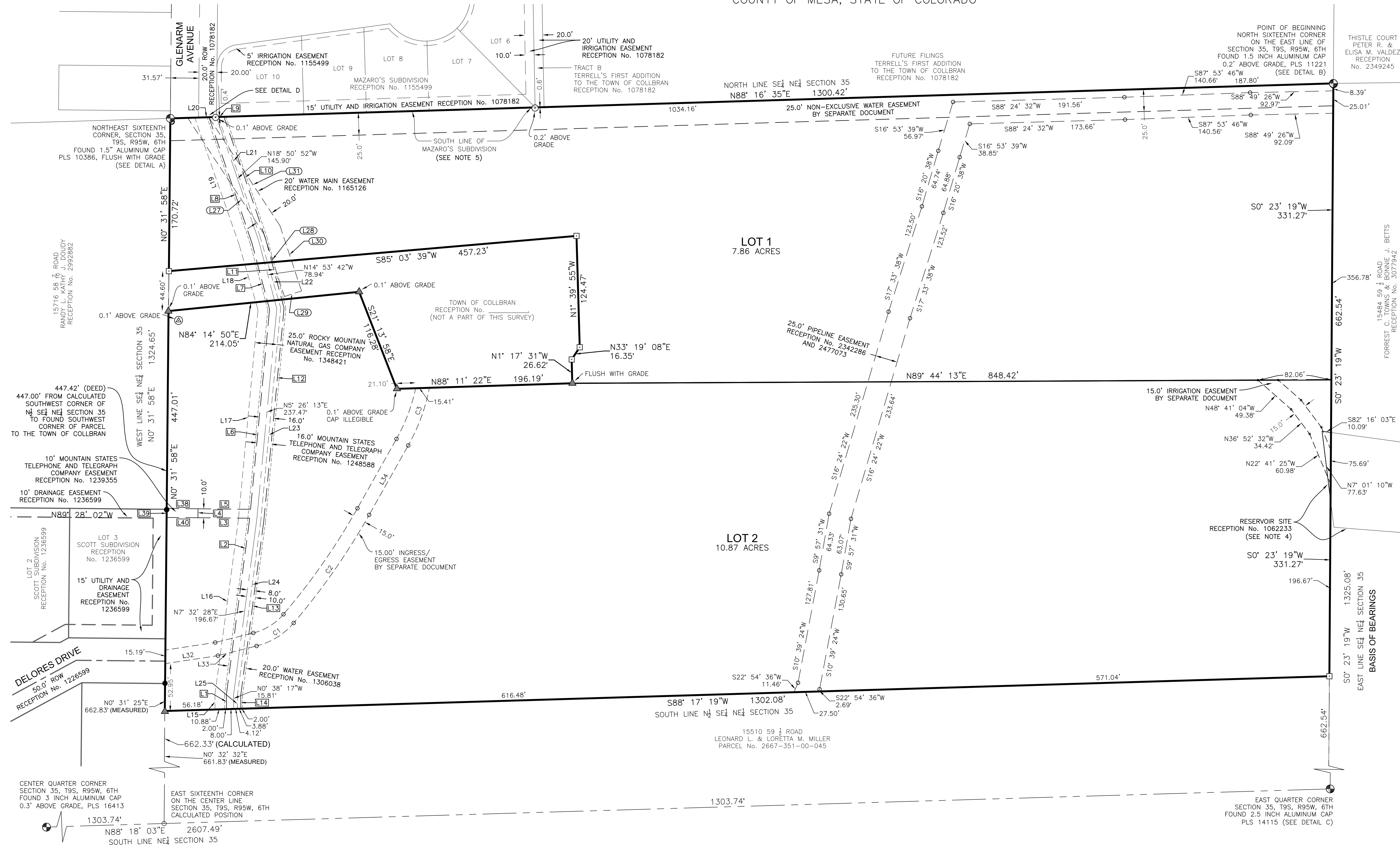
Line #	Direction	Length
L32	N81° 23' 44"E	59.49'
L33	N75° 57' 09"E	44.62'
L34	N29° 22' 57"E	89.00'

Ingress/Egress Easement Curve Table					
Curve #	Radius	Length	Delta	Chord Length	Chord Bearing
C1	80.00'	49.59'	035° 31' 08"	48.80'	N58° 11' 35"E
C2	765.00'	147.55'	011° 03' 04"	147.32'	N34° 54' 29"E
C3	215.00'	68.96'	018° 22' 35"	68.66'	N20° 11' 39"E

SITUATED IN THE SE¼ NE¼ SECTION 35
TOWNSHIP 9 SOUTH, RANGE 95 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF MESA, STATE OF COLORADO

POLARIS SURVEYING

PATRICK W. CLICK P.L.S. 3194 MESA AVE. #B
GRAND JUNCTION, CO 81504
PHONE (970)434-7038



TOWN OF COLLBRAN, COLORADO

RESOLUTION NO. 10

SERIES OF 2025

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF COLLBRAN, APPROVING THE TRANSFER OF \$9000 FROM THE TOWN'S GENERAL FUND TO THE WATER AND SEWER FUND PURSUANT TO A PREVIOUSLY-APPROVED EXCHANGE WITH KENDALL AND TERESA WILCOX FOR DEDICATION OF A TEN-FOOT STRIP OF LAND LOCATED IN THE TERRELL PARK SUBDIVISION

WHEREAS, at the regular meeting of the Board of Trustees (the "Board") for the Town of Collbran, Colorado (the "Town") on September 5, 2006, the Board approved the acquisition of a ten-foot strip of land located near Tract A of the Terrell Subdivision (the "Subject Property") in exchange for a water and sewer tap;

WHEREAS, the approval by the Board was conditioned upon dedication by quitclaim deed of the Subject Property to the Town;

WHEREAS, Kendall Wilcox has presented the Town with a quitclaim deed dedicating the Subject Property to the Town;

WHEREAS, any transfer of water or sewer taps must be accompanied by the payment of a fee to ensure the Town's water and sewer enterprises are fully funded;

WHEREAS, the Board of Trustees now authorizes the transfer of \$9000 from the Town's general fund for the purpose of funding the transfer of a water and sewer tap to Kendall Wilcox.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF COLLBRAN, COLORADO AS FOLLOWS:

Section 1. The above recitals are incorporated herein by reference.

Section 2. The Board hereby accepts the dedication of the Subject Property.

Section 3. The Board hereby authorizes the transfer of \$9000 from the Town's general fund for the purpose of funding the transfer of one water tap and one sewer tap to Kendall Wilcox.

Section 4. This Resolution shall take effect immediately upon adoption.

THIS RESOLUTION was read, passed, and adopted by the Board of Trustees at the Regular Meeting held this May 6th, 2025.

TOWN OF COLLBRAN, COLORADO

By:_____

Mayor Pro Tem

ATTEST

Town Clerk



INVOICE

Rick Mancuso
And The
Fyvestar Band

Invoice #

INVOICE DATE [07/04/2025]

5010

Description

Duration

Price

Five piece band
Performing for The
Collbran Street Dance

4 Hour Show

\$ 1000.00

Please make checks payable to

Rick Mancuso

Thanks For Your Business



Upcoming events: fyvestarband.com

Contact: 970-270-1132

fyvestarband@gmail.com

Total:

\$ 1000.00

Town of Collbran Street Closure Request

All applications for street closure shall be approved by the Collbran Board of Trustees.

Applicant: Brandi Wiltse

Representative: _____

Address: _____

Phone: 970.487.3743 **Cell:** 970.250.3923

Event: Parade - Heritage Days - 4th of July

Event Description: Parade

Section of Roadway to Be Closed: Spring, Main, High, Elm, the bridge at N. end of Main.

(Please attach map)

Date of Closure: July 4th (probably - may be the 3rd)

Time of Closure: 9-11 a.m.

Applicant Signature: Brandi Wiltse **Print Name:** Brandi Wiltse

Date: 4-24-25

Terms and Conditions:

1. Applicant shall coordinate with public works department and Collbran marshal's Department.
2. Barricades shall be removed to the edge of the street to a safe location within one half hour of the end of the closure.
3. Applicant shall be responsible for the return of all barricades to public works department within 24 hours of the end of the street closure.
4. All sections of the street closed shall be cleaned and left in a clean condition after the closure.

Board of Trustees Decision: ☒ Approved ☐ Denied

Date of Approval: _____

Town Administrator: _____

Plateau Valley Heritage Days

July 4th

“Rodeo Afterparty”

Proposal

Summary:

PVHDRC is proposing to enhance our July 4th celebration at the rodeo grounds as July 4th falls on a Friday night. The goal would be to provide entertainment for the community in a safe environment. These additions to the usual CPRA rodeo include a beer garden, provided by Collbran Café, from 7pm-11pm, consumer-size fireworks to be shot off in the rodeo arena, and either a band or DJ music until 11:30ish.

Purpose:

To enhance/improve the July 4th celebration at the rodeo grounds during and after the rodeo and provide a safe environment for additional entertainment on a Friday night.

Monetary request:

- 1) The Town of Collbran to pay for Public Works director, Mike Nichols, to attend the classes and test to become certified to set off fireworks. This would benefit this event and the Town for years to come as there would be someone on staff who is knowledgeable in this area. Cost: approx. \$200.00
- 2) The Town of Collbran to allocate some of the funds designated for Fireworks to purchase pyrotechnics from a certified vendor. Cost: TBD but not to exceed \$5000.00 unless otherwise determined by the Town Board (At the writing of this proposal, costs and product are still being determined.) Professional Firework Companies, Tri-State Fireworks and J&M Displays are currently booked this year and have a price tag of \$25,000-65,000 for the 4th of July. The Town of Collbran would be given credit as the sponsor for this part of the event (greatly needed POSITIVE PR)

Items needing final approval at the May 6 Board meeting

- 1) Approval of special event permit for beer garden
- 2) Approval of certification of Mike Nichols
- 3) Approval of funds for purchase of fireworks pending approval of local fire department

Thank you for considering our proposal and acting promptly. The 4th of July is only 8 weeks away!

Respectfully submitted:

Tammy Clark, President Plateau Valley Heritage Days Rodeo Committee

Application for a Special Events Permit

Departmental Use Only

In order to qualify for a Special Events Permit, You **Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)**

- | | | |
|---|---|---|
| <input type="checkbox"/> Social | <input type="checkbox"/> Athletic | <input type="checkbox"/> Philanthropic Institution |
| <input type="checkbox"/> Fraternal | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate |
| <input checked="" type="checkbox"/> Patriotic | <input type="checkbox"/> National Organization or Society | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution | |

LIAB	Type of Special Event Applicant is Applying for:	DO NOT WRITE IN THIS SPACE
2110	<input type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170	<input checked="" type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate <i>Platteau Valley Heritage Days Rodeo Committee</i>		State Sales Tax Number (Required)
2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) <i>Box 212 Collbran, CO 81624</i>	3. Address of Place to Have Special Event (include street, city/town and ZIP) <i>5073 58 1/2 Rd Collbran, CO 81624</i>	

4. Authorized Representative of Qualifying Organization or Political Candidate <i>Tamera G. Clark</i>	Date of Birth <i>9/1/72</i>	Phone Number <i>970-640-9363</i>
--	--------------------------------	-------------------------------------

Authorized Representative's Mailing Address (if different than address provided in Question 2.)
Box 142, Molina, CO 81646

5. Event Manager <i>same as above</i>	Date of Birth	Phone Number
--	---------------	--------------

Event Manager Home Address (Street, City, State, ZIP)	Email Address of Event Manager <i>tgreysonc72@gmail.com</i>
---	--

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes How many days? _____	7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes License Number _____
---	---

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? ☒ Yes ☐ No

List Below the Exact Date(s) for Which Application is Being Made for Permit											
Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
<i>July 4</i>											

Oath of Applicant
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature <i>Tamera G. Clark</i>	Title <i>President, PVDRC</i>	Date <i>4/30/25</i>
-------------------------------------	----------------------------------	------------------------

Report and Approval of Local Licensing Authority (City or County)
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.
THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
Signature	Title	Date

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY			
Liability Information			
License Account Number	Liability Date	State	Total
		-750 (999)	\$.

Application Information and Checklist

The following supporting documents must be attached to this application for a permit to be issued:

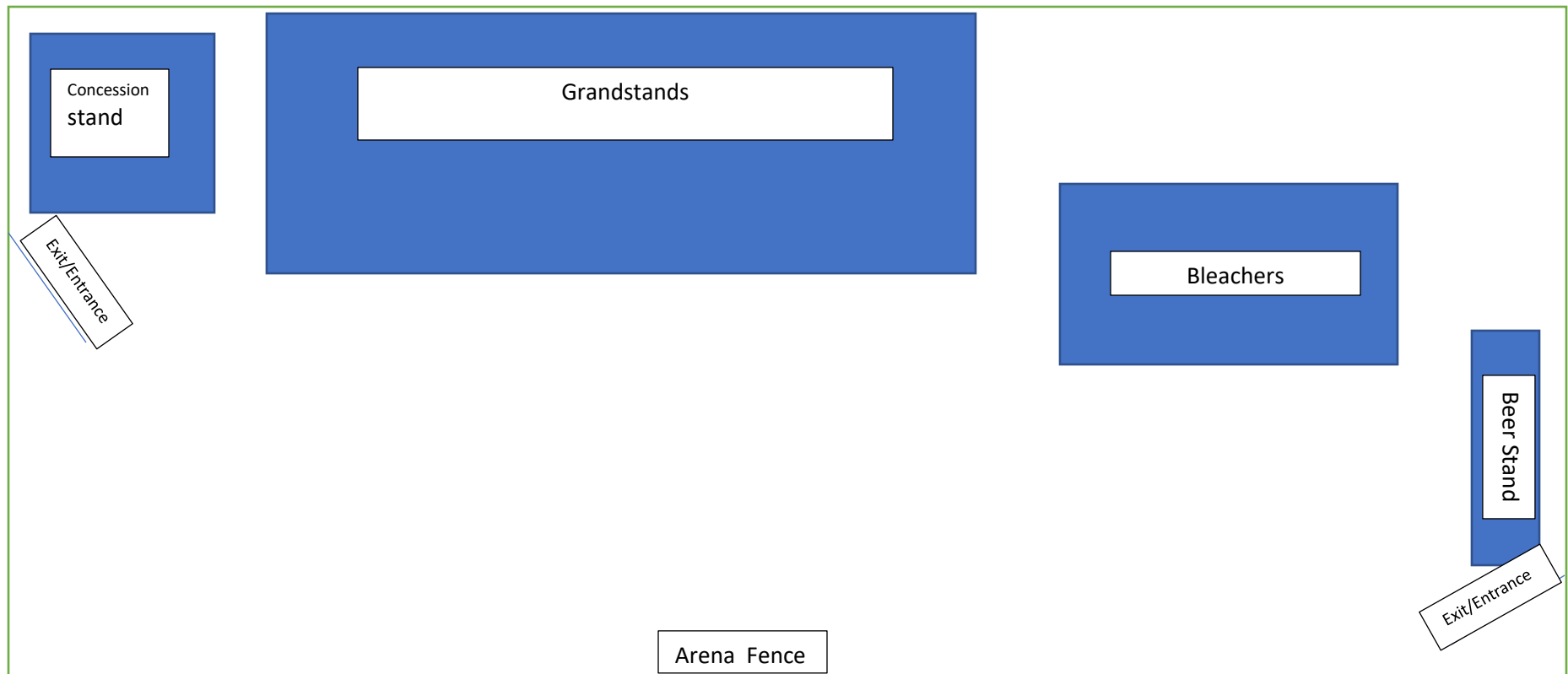
- ☒ Appropriate fee.
- ☒ Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions. **Note:** If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- ☐ Copy of deed, lease, or written permission of owner for use of the premises.
- ☒ Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; **or**
- ☐ If not incorporated, a NONPROFIT charter; **or**
- ☐ If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.

- ☐ Application must first be submitted to the Local Licensing Authority (city or county) at least thirty (30) days prior to the event.
- ☐ Public notice of the proposed event and procedure for protesting issuance of the permit shall be conspicuously posted at the proposed location for at least (10) days before approval of the permit by Local Licensing Authority. (44-5-106 C.R.S.)
- ☐ State Licensing Authority must be notified of approved applications by Local Licensing Authorities within ten (10) days of approval.
- ☐ Check payable to the Colorado Department Of Revenue

Qualifications for Special Events Permit

(44-5-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 4 and 3 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.



- Fencing and signage will be in place around the concession and grand stand area. Single entrance and exit on each side for flow of traffic and accessibility.
- Wristbands for those 21 and over will be available for \$1.00 at the Beer Stand with proof of ID
- Product and certified bar tenders will be provided by Collbran Café
- Security will be MC deputies on duty. Additional security can be procured if needed.
- Concession stand will stay open with limited snacks after the rodeo.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Plateau Valley Heritage Days Rodeo Committee

is a

Nonprofit Corporation

formed or registered on 06/09/2009 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20091316694 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/29/2025 that have been posted, and by documents delivered to this office electronically through 04/30/2025 @ 13:11:27 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/30/2025 @ 13:11:27 in accordance with applicable law. This certificate is assigned Confirmation Number 17256697 .



Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Proposal for Water Attorneys to:



**NSW NAZARENUS
STACK &
WOMBACHER LLC**

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Part 1 – Transmittal Letter

On behalf of the law firm of Nazarenius Stack & Wombacher (“NSW”), we are pleased to present this Proposal for Water Attorneys to the Town of Collbran Colorado (the “Town”).

The attorneys at NSW appreciate the opportunity to contribute our experience to assist the Town. We believe our attorneys have the range of skills, expertise, and experience that are ideal for assisting the Town in meeting its water rights goals.

NSW is comprised of professionals serving municipal, agricultural, mining, and other clients in Colorado, Oklahoma, and North Dakota. Our attorneys have represented private and governmental clients on a wide array of water-related issues, from water rights transactions to contract negotiations and complex water litigation. We are adept and highly experienced in representing municipalities and quasi-public entities before the water court and in various administrative proceedings.

When working with the Town’s Mayor, Board of Trustees (“Board”) representatives, Town Manager, and employees, we will consider ourselves to be one of the “team,” working in coordination with the Town’s leadership and staff. Our attorneys regularly appear in front of various bodies and boards to present matters for consideration and action, and are comfortable working with the leadership of the Town, including being sensitive to the unique challenges of serving an entity governed by a Mayor-Town Board, such as yours. Our philosophy is to work with you as a team and enable you to leverage not only our expertise, but our reputations. We have the personnel to help you create and implement a multifaceted strategy that is efficient and cost effective, regardless of the nature of the matter.

Additionally, NSW will work in conjunction with the Town Attorney when necessary. NSW agrees to the Town’s Proposal Requirement No. 11 that the Town may obtain services from other attorneys when the Town, in its sole discretion, believes that the use of another law firm would be in the best interest of the Town.

Our experience involves a record of success in working through complex legal, scientific, and technical issues—many without precedent—with client teams to develop “answers” with a solid foundation in legal authority, economics, and science. This involves interacting with and sometimes managing technical experts to create reports and testimony supportive of the client’s cause.

We believe NSW is uniquely qualified to represent the Town for the following reasons, as further detailed in Section 2.2, below:

- NSW attorneys are some of the most experienced in the state at representing municipalities in complex water applications and water rights litigation. Like the Town, our existing municipal clients have very complex and significant water rights systems.
- NSW attorneys have extensive experience representing all types of clients on water rights issues and with real property acquisitions.
- NSW attorneys understand the sensitive issues associated with ditch company law, both from the standpoint of municipal shareholders who change this water for municipal use and the other shareholders who want to continue irrigating consistent with historical operations.
- NSW has a proven track record of success on water rights legislation with the Colorado General Assembly.
- NSW has experience representing municipalities in rule-making and permitting proceedings before the Colorado General Assembly, and in drafting, interpreting, and operating pursuant to agreements with other governmental entities.
- NSW attorneys have experience in numerous areas of law outside of Water Court should the Town need counsel beyond water law.

Notwithstanding the experience of the NSW team that is further described below, we think you will agree that experience and technical skill are only the starting point when it comes to selecting legal counsel. Even more important is the judgment of the attorneys involved, and whether they have the wisdom that enables them to be sound and prudent advisors to their clients. We are confident that the NSW team has these qualities.

Finally, we presume that one of the Town's goals in retaining new water counsel is to engage attorneys that will be able to serve the Town's needs long into the future. We understand the costs and disruptions associated with changing water counsel for a municipality with such complex water rights. NSW is proud of the team we have built to support ongoing client relationships. We have established a succession of attorneys that is decades deep, and in doing so are able to show our continued commitment to superior client services as well as ensure continuity in the future. That being said, our firm will not change the point person for the Town without prior Board approval. Our small-firm setting with the experience and expertise of a large firm guarantees the Town the personalization of direct attorney relationships along with the support and stability required of a municipal client.

Respectfully submitted,




Sheela S. Stack

Partner

sstack@nswlaw.com

Telephone: (720) 506-9605



William D. Wombacher

Partner

wwombacher@nswlaw.com

Telephone: (720) 506-9602

Part 2 – General Information

2.1. Company Information

Nazarenus Stack & Wombacher, LLC

5105 DTC Blvd., Suite 200

Greenwood Village, CO 80111

Telephone: (720) 647-5661

Website: www.nswlaw.com

Sheela Stack and Bill Wombacher, partners of NSW, are the direct contacts regarding this proposal. Their contact information is as follows:

Sheela S. Stack

sstack@nswlaw.com

Telephone: (720) 506-9605

William D. Wombacher

wwombacher@nswlaw.com

Telephone: (720) 506-9602

Bill Wombacher will be the main point of contact for the Town. Pursuant to Proposal Requirement No. 9, we each acknowledge and agree that this will not be changed without Board approval.

2.2. Insurance

Liberty Mutual Insurance Company Workers Compensation and Employers

Liability Insurance: Limits of Liability (per claim/aggregate) –

\$1,000,000/\$1,000,000

QBE Insurance Company Professional Liability Insurance: Limits of Liability
(per claim/aggregate) – \$1,000,000/\$1,000,000

Coalition Insurance Company Cyber Security Liability Insurance: Limits of Liability (per claim/aggregate): \$1,000,000/\$1,000,000

2.3. Experience

With a combined experience of over 45 years, the attorneys at NSW have assisted a diverse array of clients in all aspects of water law. As detailed below the attorneys at NSW are well equipped to address each of the areas of service identified in the Town's RFP.

WATER COURT EXPERIENCE

(Sheela Stack, Bill Wombacher, and Stacy Brownhill)

We have represented clients in numerous cases throughout Colorado involving complex water rights adjudications. Our Colorado Water Court experience includes litigation concerning conditional water rights, diligence proceedings, complicated exchanges and plans for augmentations, changes of agricultural water rights, and changes of water rights for mines. We have also represented clients in federal court litigation concerning the scope and authorization of federal reclamation projects under the Reclamation Act. In light of this experience, we consistently operate on the cutting edge of Colorado water law, which allows us to be uniquely aware of the direction that water law is taking as it inevitably evolves. This experience allows us to provide unparalleled legal representation. Representative cases include:

- 24CW3066 (Water Division 1, 4 opposing parties), Application to Quantify and Use Septic Return Flows.
- 23CW3012 (Water Division 1, 20 opposing parties), Application for Change of Water Rights of Shares in the Farmers Independent Ditch and for Rights of Exchange.
- 22CW3208/3209 (Water Division 1, 22 opposing parties), Application to Adjudicate Storage Rights and Rights of Exchange.
- 21CW3127 (Water Division 5, unopposed), Application to use water at the Henderson Mill.
- 20CW3117 (Water Division 1, 25 opposing parties) Change of shares in the Fort Morgan Reservoir and Irrigation Company.
- 20CW3142 (Water Division 1, 21 opposing parties), Change of Water Rights of shares in the Whitney Irrigating Ditch.
- 20CW3096 (Water Division 1, 21 opposing parties) Change of Water Rights of shares of the Fulton Irrigating Ditch Company.

- 19CW3084 (Water Division 1, 23 opposing parties), Change of Water Rights of 7 shares in the Lower Latham Ditch Company.
- 19CW3074/3075 (Water Division 1, 20 opposing parties), Application for Conditional Water Rights and Plan for Augmentation and Substitution.
- 18CW3193 (Water Division 1, 14 opposing parties), Application to Quantify and Utilize Lawn Irrigation Return Flows.
- 16CW3200 (Water Division 1, 22 opposing parties), Change of Water Rights Associated with 99.5 shares in the Western Mutual Ditch Company.
- 16CW3195/3196 (Water Division 1, 56 opposing parties), Adjudication of Surface Water Rights, Water Storage Rights, Recharge Rights, Rights of Exchange, and Changes of Water Rights.
- 14CW3164 (Water Division 1, 20 opposing parties), Adjudication of Conditional Water Storage Refill Rights in Barr Lake, United Reservoir No. 3, and Gilcrest Reservoir.
- 13CW3173 (Water Division 1, 13 opposing parties), Adjudication of Conditional Water Storage Right in Gilcrest Reservoir.
- 13CW3171/3172 (Water Division 1, 17 opposing parties), Adjudication of Conditional Water Storage Rights in 70 Ranch Reservoir.
- 13CW3026 (Water Division 1, 26 opposing parties), Change of Water Rights of 148 shares in the Cache la Poudre Irrigation Company and New Cache la Poudre Reservoir Company.
- 13CW3077 (Water Division 5, 10 opposing parties), Co-Applicant Seeking Determination that Green Mountain Protocol Agreement is Consistent with Blue River Decree.
- 12CW176 (Water Division 5, 11 opposing parties), Change of Water Rights Application to Implement Climax's Obligations under the Green Mountain Reservoir Protocol Agreement.
- 12CW32 (Water Division 5, 5 opposing parties), Application for Water Rights and Plan for Augmentation Associated with a new Water Treatment Plant at the Climax Mine.
- 12CW220 (Water Division 1, 9 opposing parties), Application to Quantify Lawn Irrigation Return Flows.
- 12CW73 (Water Division 1, 17 opposing parties), Change of Water Rights of 37.5 Shares in the Farmers Independent Ditch.
- 11CW151 (Water Division 1, 20 opposing parties), Change of Water Rights of 106.6 shares of the Weldon Valley Ditch.

- 10CW312 (Water Division 1, 30 opposing parties), Adjudication of Conditional Water Storage Right in United Reservoir No. 3.
- 10CW313 (Water Division 1, 33 opposing parties), Change of Water Rights of 182 Shares in the Fulton Irrigating Ditch.
- 10CW306 (Water Division 1, 33 opposing parties), Adjudication of Plans of Augmentation and Recharge Projects.

Significant Experience in Changes of Water Rights. Changes of water rights are crucial for municipal water supplies, and we have unparalleled experience adjudicating and opposing change of water rights cases. Specifically, we have adjudicated or are in the process of adjudicating changes of water rights in the following ditch systems: FRICO-Burlington, New Cache la Poudre Irrigation Company, Lower Latham Irrigation Company, Fulton Ditch and Irrigating Company, Greeley Irrigation Company, Weldon Valley Irrigation Company, New Cache la Poudre Irrigation and Reservoir Company, Western Mutual Irrigation Company, Farmers Independent Ditch, Whitney Irrigating Ditch Company, Ogilvy Ditch Company, Big Thompson Ditch and Manufacturing Company's Ditch, Buckingham Ditch, Loudon Ditch, and the South Side Ditch, as well as contract "inches" in the Barnes and the Chubbuck Ditch. As a result of these cases, we have a thorough understanding of the challenges associated with changing water rights, as well as strategies for overcoming those challenges. Likewise, we have developed strong and respectful working relationships with the water counsel of these ditch companies and those parties who frequently oppose changes on water rights applications. Our reputation for being comparatively easy to work with and poised in addressing conflicts is well known and aids in the resolution of conflicts without unnecessary legal or engineering costs. Given our expertise in changes of water rights, NSW is well equipped to represent the Town in the change of point of diversion for the Hoosier Ditch.

Complex Water Rights Systems. Our firm is water rights counsel for three Colorado municipal water suppliers: East Cherry Creek Valley Water and Sanitation District ("ECCV"), Arapahoe County Water and Wastewater Authority ("ACWWA"), and the City of Loveland ("Loveland"). These clients have complex water rights portfolios that include plans for augmentation, storage rights, recharge rights, well rights, and rights of exchange and substitution. All of these water rights must work in unison to provide a reliable water supply for our clients' customers. As a result of this experience, we are well versed in complicated water rights portfolios and pride ourselves on helping these clients navigate the nuances and challenges of water rights law to ensure that their systems operate efficiently and in compliance with the law. We understand that the Town has a complex water rights portfolio, which is precisely the type of system that we enjoy working on and have direct experience with.

Protection of Existing Water Rights. As a firm that represents other municipalities, we understand the importance of developing a robust and dependable

water supply while also protecting that water supply to ensure long term sustainability. As such, we are involved in numerous opposition cases. While opposition cases are crucially important, we find that they provide an opportunity for cost-savings by having a qualified junior attorney manage those cases until they reach crucial junctures, at which point a senior attorney takes a more active role. Our opposition philosophy is to focus on substantiated risks of injury to our clients' water rights and to endeavor to stay out of academic legal issues that frequently arise in water cases, which can be expensive and unproductive for clients. We believe that involvement in unnecessary issues in opposition cases can be expensive, unproductive, and contrary to fostering effective professional relationships.

Water Court Litigation. While NSW prides itself on cost efficient problem solving and avoiding trials if possible, the complexity of our clients' cases and the robustness of opposition means that trials are necessary from time to time. NSW attorneys have represented existing clients in trial in the following cases in the last 5 years: Water Division 1 Case Nos. 20CW3117 (Change of Fort Morgan Shares); 16CW3200 (Change of Western Mutual Shares); and 16CW3052 (Opposition to Application for Seep Water in the Beebe Draw). As the Town is likely aware, the months leading up to a Water Court trial date can often be a game of chicken with opposing parties bluffing about their willingness to go to trial in order to extract more favorable terms and conditions. NSW has a reputation for being willing to go to trial when necessary and we believe that this reputation helps reduce game-playing by opposing counsel leading up to trial.

Appeals. As with trials, appeals are sometimes necessary. NSW attorneys have experience in Water Court appeals to the Colorado Supreme Court, including as recently as 2021 in Case No. 21SA122 where NSW attorneys were successful in arguing that the Colorado Supreme Court affirm the decision by the Water Court in Water Division 1, Case No. 16CW3052.

Engineering Oversight. A strong engineering team is absolutely critical to successful water rights representation. Likewise, it is paramount that the engineering and legal teams communicate effectively to ensure consistency between legal and engineering positions and to craft an engineering strategy that is well informed by the applicable law. As a result of the work described above, we have spent considerable time working successfully with engineering consultants on historical consumptive use analyses and related engineering reports, and can guide those consultants in effectively representing the Town. We have represented clients in some of the most complex water cases in Water Divisions 1, 2, and 5 in terms of both the technical and legal issues involved. Consequently, we know how to oversee and guide engineering consultants in such matters. Additionally, Bill Wombacher has an M.S. in environmental engineering and was a licensed drinking water treatment plant operator in Iowa before attending law school. This unique background makes Bill extremely effective at understanding, communicating, and resolving complex technical issues, particularly where they overlap with similarly complex legal issues.

AGREEMENTS WITH GOVERNMENTAL ENTITIES OR OTHERS

(Sheela Stack, Bill Wombacher, and Stacy Brownhill)

We currently assist several local governments on a number of different issues, including but not limited to addressing issues regarding land use or zoning concerns, as well as environmental issues connected to new developments; offering opinions regarding the application of state laws to proposed or existing ordinances; unraveling complex federal and state regulations; participating in public hearings or litigation; assisting with public records requests; and drafting and reviewing intergovernmental agreements, memorandums of understanding, various contracts, water supply agreements, and leases.

In addition, we have negotiated complex transactions involving the sale and purchase of water rights and water facilities, the development of complicated water projects, and intergovernmental agreements regarding water development.

LEGAL SUPPORT FOR REAL PROPERTY ACQUISITIONS

(Sheela Stack and Bill Wombacher)

As the Town is aware, prudent assessment of water rights prior to acquisition can be a key factor in the long-term value of those rights, as well as the cost of changing those rights for use within the Town's municipal system. We have extensive experience both in supporting water rights acquisition through the drafting and review of conveyance documents and, perhaps more importantly, evaluating the underlying water rights through diligence and/or title research. Our extensive experience in adjudicating water rights also gives us insight into what to look for when purchasing water rights to ensure that they can be successfully incorporated into a municipal water system. Understanding these nuances provides an additional layer of benefit to the Town when evaluating the utility and cost of acquiring new water rights. NSW attorneys routinely represent clients in real estate transactions related to water rights. This includes drafting any necessary documents, including purchase agreements, deeds, leases, easements, shared ditch agreements, and other similar documents. Bill Wombacher gives presentations to real estate groups and brokerages throughout Colorado on water rights and the importance of water rights diligence for real estate transactions.

LEGISLATION

(Bill Wombacher and Stacy Brownhill)

NSW has a proven track record of active participation and success in shaping state legislation related to water rights. NSW is one of the few water rights law firms that represents clients who are consistently active in monitoring and participating in legislative efforts affecting water rights in Colorado. As a result, we know the process well, have credibility with elected officials, and have a wealth of experience working with

lobbyists, elected officials, and stakeholder groups to protect our clients' interests at the Colorado General Assembly.

For example, Bill Wombacher was actively involved in a multi-year effort by Colorado ski areas to pass the Colorado Water Rights Protection Act (HB16-1109). In support of this effort, Bill drafted the HB16-1109 as well as all supporting documentation circulated by lobbyists to elected officials.

On behalf of municipal clients and working closely with lobbyists, Bill was instrumental in defeating or amending the following bills or order to protect client water rights: HB25-1113 (concerning Turf Limits in New Residential Development); HB25-1211 (concerning Limits on Tap Fees Imposed by Special Districts); HB24-1379 (concerning a State Dredge and Fill Program); SB23-270 (concerning Stream Restoration Projects); 2022 RIVR Bill ((never introduced) concerning "recreational in-channel values reaches" and the creation of water rights to protect the same); HB21-1046 (concerning Mutual Ditch Company Operation); HB20-1037 (concerning Plans of Augmentation for Stream Flows); SB18-170 (concerning Environmental Mitigation Release from Reservoirs); and SB17-282 (concerning Environmental Mitigation Releases form Reservoirs). NSW is also a member of the Colorado Water Congress State Affairs Committee and works with its members to further magnify its voice at the State Capitol. As a result of this experience, NSW attorneys will be able to effectively represent the Town before the Colorado General Assembly should the need arise.

RULEMAKING AND PERMITTING

(Sheela Stack, Bill Wombacher, Stacy Brownhill)

Our entire team can assist in the development and/or review of submissions to the Colorado Department of Public Health & Environment ("CDPHE"), the Environmental Protection Agency, and other regulatory agencies to ensure compliance. We routinely work with state administrative and regulatory agencies, including the CDPHE, the Colorado Oil & Gas Conservation Commission ("COGCC"), the Colorado Mined Land Reclamation Board, and the Colorado State Engineer's Office and their attorneys in the Colorado Attorney General's office. We have extensive experience in assisting and defending our clients in instances of alleged noncompliance, facility failures, or upsets or other matters impacting client water permits and state and federal regulations. Recent examples include representation of ACWWA and ECCV in 2017 in the COGCC's Mission Change Rulemaking and representation of ACWWA and ECCV in 2022 in the Water Quality Control Commission's ("WQCC") Lakes Nutrient Rulemaking. We have also represented a commercial greenhouse accused of discharging effluent water without a permit. Sheela worked with consultants and agency officials to obtain the proper CPDS permits, which required modifications to the client's facility. In addition, Sheela was successful in negotiating a settlement that resulted in a 64% reduction in the amount of the civil penalty. Sheela also represented a mining client regarding a notice of violation issued by the CDPHE and was successful in

obtaining a 30% reduction in the amount of civil penalty, 90% of which was applied to a supplemental environmental project in Boulder County. Sheela and her client also worked cooperatively with CDPHE in piloting new treatment technologies with the State to ensure continued compliance. Sheela currently represents a residential and commercial developer in defending against a notice of violation issued by CDPHE related to her client's General Permit for Stormwater Discharges Associated with Construction Activity.

In its rulemaking representation, NSW takes a collaborative approach by seeking out and working with like-minded parties to create more successful rulemaking "asks" to the agencies and, when necessary, gain anonymity. In the 2017 COGCC Mission Change Rulemaking, on behalf of ACWWA and ECCV, NSW led a coalition of 12 public water suppliers to successfully obtain 1,000-foot setbacks for certain shallow public supply groundwater wells and notice and formal consultation requirements for operators applying to drill within ½ mile of a public water supplier's wells. In the 2022 WQCC Lakes Nutrient Rulemaking, on behalf of ACWWA and ECCV, NSW led a coalition of 10 water suppliers in another successful outcome.

EXPERIENCE IN AREAS OUTSIDE OF WATER COURT

(Sheela Stack, Bill Wombacher, Stacy Brownhill)

In addition to the extensive Water Court experience described herein, NSW attorneys have experience and expertise in other areas of law should the Town's needs change.

Sheela Stack has represented clients before planning commissions, boards of county commissioners, and county boards of adjustment in matters involving applications for biosolid permits, zoning amendments, petitions for annexations, and requests for inclusion.

Bill Wombacher has represented clients in litigation involving disputes over ditch easements and with homeowners' associations. Bill also successfully defended Bank of America in federal court against an eight-claim complaint related to the Federal Fair Credit Reporting Act, Colorado Consumer Protection Act, Colorado Uniform Consumer Credit Code, and tort claims. Bill also represented the Cherry Creek School District as second chair at a trial concerning the jurisdiction of stormwater authorities and related issues concerning MS4 stormwater permitting.

Stacy Brownhill represents a large Oklahoma municipality in the planning and permitting of a cross-state water supply pipeline, including obtaining the water permit through an administrative hearing followed by appeal, applying for a Section 404 permit with the U.S. Army Corps of Engineers, consulting over endangered species with U.S. Fish and Wildlife Service, and obtaining an easement from Bureau of Reclamation. Stacy has also assisted with representing clients across the West on issues of

Congressional authorizations for Corps and Reclamation reservoirs, tribal reserved water rights and tribal negotiations, air quality, CERCLA, and mining.

DITCH COMPANY REPRESENTATION

(Sheela Stack and Bill Wombacher)

It is no mystery that the legal issues facing ditch companies are complex and becoming increasingly so as agricultural rights are converted to other uses. For municipalities who own water rights in ditch companies and are board members in those companies, ditch company law often presents a highwire act that must be carefully managed in order to balance the needs of the municipality to develop robust senior water rights, but also work cooperatively with ditch companies to ensure that the rights of other shareholders are protected. These issues are also fraught with political ramifications and necessitate careful consideration.

NSW attorneys have unique experience in this particular area of law because they have actively litigated issues of ditch company law, participated in legislative efforts regarding ditch company law and operations, and represent a ditch company in Water Division 5. For example, NSW attorneys successfully litigated the turnback issue with the Western Mutual Ditch Company and other opposing parties in Water Division 1, Case No. 16CW3200. NSW attorneys also successfully defended against an attempt by the State Engineer's Office to add turnback provisions to existing change decrees. NSW attorneys have been able to avoid further litigation concerning the turnback issue in subsequent cases by establishing alternate terms and conditions that have been adopted by other water users on the South Platte River. NSW attorneys have also been involved in multi-year litigation and mediation with the Farmer's Reservoir and Irrigation Company over complex issues involving the balance of the needs of FRICO and municipal shareholder which have interests in the system. As noted above, NSW lead a group of stakeholders in revising the Mutual Ditch Company Bill (HB21-1046) so as to better balance the interests of ditch companies and municipal shareholders. The final bill was praised by elected officials for bringing agricultural and municipal interests together towards a common goal.

Bill Wombacher has also represented a small ditch company in Water Division 5 for the last 11 years. In this role, he organizes and hosts the annual shareholder meeting, works with the company to manage shareholder disputes, defends the company's water rights portfolio, and provides advice about how to manage the often competing interests between shareholders and the ditch company itself.

This experience described above provides NSW with a balanced lens from which to view ditch company issues. It also means that we have seen various iterations of ditch company disputes arise and be resolved providing a deep well of experience to draw from when negotiating solutions for complex ditch company issues.

WASTEWATER, DRAINAGE, AND FLOOD CONTROL ISSUES

(Sheela Stack)

Sheela represents a special district concerning the operation and maintenance of the storm drainage systems in residential developments, including review of intergovernmental agreements and evaluation of annexation proposals to accept and manage storm flows for developments proposed for annexation.

Part 3 –References

NAME	COMPANY	TITLE	ADDRESS	PHONE	EMAIL
Rick Clark	East Cherry Creek Valley Water & Sanitation District	Senior Engineering Adviser	6201 Gun Club Road, Aurora, CO 80016	(303) 693-3800 Ext. 160	rclark@eccv.org
Sandor Rebek	Arapahoe County Water and Wastewater Authority	Water Resources Administrator	13031 E. Caley Ave., Centennial, CO 80111	(303) 708-0117	srebek@acwwa.com
Todd Hanlin	City of Loveland	Water Resources Manager	200 North Wilson Avenue, Loveland, CO 80537	(970) 962-3703	todd.hanlin@cityofloveland.org
Aaron Hilshorst	Climax Molybdenum Company	Land & Water Resources Manager - Colorado	333 N. Central Avenue, Phoenix, AZ 85004	(719) 209-8249	ahilshorst@fmi.com
Emily Lowell	Upper Yampa Water Conservancy District	District Engineer	2220 Curve Plaza Ste. 201, Steamboat Springs, CO 80477	(970) 871-1035	elowell@upperyampawater.com

Part 4 – Qualifications

4.1 Attorney and Staff Qualifications

NSW has assembled a team of qualified attorneys and staff available to assist and represent the Town. In addition to the attached resumes, below are highlights of each team member's background, experience, and level of responsibility.

Bill Wombacher. Bill has been practicing for more than 14 years in water rights litigation throughout Colorado, including Divisions 1, 2, 3, 5, and 7. In addition to ACWWA and ECCV, Bill represents the City of Loveland, several real estate developers in Water Divisions 1 and 5, Four Creek Ditch Company, and numerous individuals. Past clients also include Vail Resorts, the Snake River Water and Sanitation District, Upper Eagle Regional Water Authority, Eagle River Water and Sanitation District, Clinton Gulch and Reservoir Company, and Eagle Park Reservoir Company, among others. Bill has assisted clients in all aspects of water rights issues, including water right acquisitions,

transfers, and diligence, changes of water rights, adjudication of new water rights, and findings of reasonable diligence. Bill is also actively involved with Colorado Water Congress and has experience drafting, opposing, and testifying regarding water rights legislation. Prior to attending law school Bill earned a B.S. in Civil Engineering and an M.S. in Environmental Engineering from the University of Iowa. Bill also worked as a drinking water treatment plant operator for 3 years prior to becoming an attorney. This background gives Bill a unique perspective on water rights planning and project development and is an incredible asset in complex water right negotiations and litigation.

Bill's significant projects are as follows:

- Case No. 23CW3151, Water Division 1 (pending). Lawsuit against the Ogilvy Irrigation Company concerning their Catlin Bylaw.
- Case No. 20CW3142, Water Division 1. Change of Water Rights in the Whitney Irrigating Company on behalf of ACWWA and ECCV.
- Case Nos. 19CW3074/3075, Water Division 1. Adjudication of Recharge and Storage Rights and Plans for Augmentation including by Substitution on behalf of ACWWA and ECCV.
- Case No. 19CW3084, Water Division 1. Change of Water Rights in the Lower Latham Ditch on behalf of ACWWA and ECCV.
- Case No. 16CW3200, Water Division 1. Change of Water Rights in Western Mutual Ditch Company on behalf of ACWWA and ECCV.
- Case No. 13CW3026, Water Division 1. Change of water rights in the Cache la Poudre Irrigation Company and Cache la Poudre Reservoir Company on behalf of ACWWA and ECCV.
- Case Nos. 13CW3171/3172, Water Division 1. Adjudication of rights of substitution and new storage rights for ACWWA and ECCV.
- Case No. 18CW3042, Water Division 1. Opposition of Change of Water Rights in the Greeley and Loveland Irrigating Company for Loveland.
 - Involved complex legal and technical issues involving a prior ditch-wide change case.
 - On behalf of the Loveland, Bill negotiated a global settlement between the cities of Loveland, Greeley, Windsor, Milliken, Evans, and the GLIC Ditch Company.
- Dozens of opposition cases on behalf of Loveland, ACWWA, and ECCV.
- Diligence and change of water rights cases on behalf of Vail Resorts, including rights at the Keystone, Breckenridge, and Vail ski areas.

- Numerous diligence applications on behalf of the Clinton Gulch Reservoir Company, Eagle Park Reservoir Company, Upper Eagle Regional Water Authority, and Eagle Right Water and Sanitation District.
- Numerous water rights diligence assessments for high value real estate transactions.
- Negotiations with Tabernash Meadows Water and Sanitation District concerning water service to a new development (ongoing).
- Active involvement with legislation concerning Colorado Water Rights as detailed above.

Sheela Stack. Sheela is a partner at NSW with extensive experience leading, litigating, and managing complex water rights adjudications throughout Colorado, including exchanges, augmentation plans, changes in use, and conditional water rights. While Sheela frequently represents clients in litigation, she is also a skilled negotiator who has successfully negotiated numerous settlements on water rights issues. By taking a collaborative and reasonable approach, Sheela has a track record of successfully negotiating agreeable resolutions between her clients, state and federal agencies, stakeholder groups, and opposing parties. She is also a certified mediator. Below are highlights of her background, experience, and level of responsibility. Sheela's resume is attached to this proposal.

- Practiced water law for more than 25 years. In Colorado, has served as lead counsel for an estimated 100+ Water Court cases in Water Divisions 1, 2, 4, 5, 6, and 7, collectively.
- Appeared before the Colorado Supreme Court in seven cases.
- Serves as counsel to a multi-year water project involving ECCV, ACWWA, and United Water and Sanitation District. ECCV and ACWWA are two of the largest water providers in the southeast Denver metropolitan area, are independent from the Denver system, and are developing renewable water supplies to reduce their dependence on non-tributary Denver Basin groundwater. The water project involves numerous applications to change the use of approximately 10,000 acre-feet per year of South Platte River agricultural water rights to municipal use, and to adjudicate exchanges and plans for augmentation to enable the use of the changed rights as a source of substitute supply at ECCV and ACWWA's well field near Barr Lake. The water is then pumped via a 19-mile pipeline to ECCV's and ACWWA's respective service areas.
- Serves as lead counsel for Freeport McMoran's Climax and Henderson molybdenum mines and mill in Clear Creek, Grand, and Summit Counties.

- Routinely works with state administrative and regulatory agencies, including the Colorado State Engineer's Office, and their attorneys in the Colorado Attorney General's office.
- Extensive experience in water quality compliance, including: CDPS water discharge permitting issues and water quality enforcement matters. Participation in Colorado Water Quality Forum workgroups and WQCC Division stakeholder meetings pertaining to MS4 entities and issues involving permitting and stormwater compliance, TMDLs, and PFAS.

Stacy Brownhill. Stacy has been practicing water law for 8 years in Colorado Water Divisions 1 and 6 and in Oklahoma and North Dakota. In addition to ACWWA and ECCV, Stacy has assisted in the representation of the City of Oklahoma City, City of Grand Forks, Freeport McMoran's Climax, Henderson, and Mount Emmons mines, and several individual water users. Her practice focuses on water adjudications and permitting, water opposition matters, environmental permitting, and legislation support. Before joining our firm, Stacy served as an appellate law clerk to the Honorable Anthony J. Navarro of the Colorado Court of Appeals. Stacy's role would be serving as support to Sheela and Bill and playing a key role in managing the day-to-day demands of the Town's opposition cases. Stacy's resume is attached to this proposal.

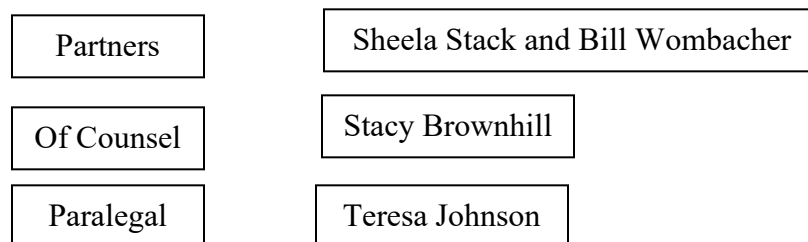
Stacy's significant projects are as follows:

- Case No. 23CW3012, Water Division 1. Change of Water Rights in the Farmers Independent Ditch and for Rights of Exchange on behalf of ACWWA and ECCV.
- Case No. 20CW3096, Water Division 1. Change of Water Rights in the Fulton Irrigating Ditch Company on behalf of ACWWA and ECCV.
- Case Nos. 19CW3061 and 19CW3247, Water Division 1. Opposition to Todd Creek Metropolitan District and West South Platte Water and Reservoir Company's applications on behalf of ACWWA and ECCV.
 - Cases involved complex legal and technical issues regarding water law doctrines of beneficial use, anti-speculation, can and will, and showing feasibility in an operational model.
 - Stacy negotiated a joint settlement between applicants and multiple other opposers.
- Dozens of opposition cases on behalf of ACWWA and ECCV.
- WQCC 2022 Lakes Nutrient Rulemaking
 - Involved more stringent requirements for total nitrogen and phosphorous standards in lakes and reservoirs.

- On behalf of ACWWA and ECCV, Stacy led a successful joint motions effort among water suppliers to extend the rulemaking by five months.
- COGCC 2017 Mission Change Rulemaking.
 - Involved the overhaul of oil and gas regulations in light of SB 19-181's updated mandate to foster oil and gas development consistent with protection of public health.
 - On behalf of ACWWA and ECCV, Stacy led negotiations among oil and gas operators and several water supplier parties to successfully add rule language protecting shallow public water supply groundwater wells.
- Water rights adjudication and permitting for the City of Oklahoma City.
 - Adjudication has evolved since a 2017 five-day complex stream water permit hearing protested by 85 parties, an Oklahoma district court appeal, and a successful Oklahoma Supreme Court appeal.
 - On behalf of Oklahoma City, Stacy has also helped navigate issues involving endangered species, NEPA, the Army Corps of Engineers, groundwater, and treaties with Oklahoma tribes.

Teresa Johnson. With 20+ years of experience as a paralegal, Teresa supports the attorneys at NSW. She assists in researching water rights and real estate transaction documents, including tracing the ownership of water rights. She has extensive litigation knowledge and experience in Water, County, District, Federal, and Appellate courts. Her trial experience includes all aspects of trial, from basic trial preparation to assisting in court during trial, in matters ranging from general litigation and contract disputes to complex water rights cases. In addition, Teresa routinely drafts a variety of legal pleadings, including disclosures, discovery requests and responses, motions, and proposed orders. Teresa's expertise in water law is an enormous asset and increases NSW's efficiency by keeping down the costs while maintaining a high level of representation. Teresa would serve as paralegal for all of the Town's matters.

4.2 Organizational Chart



4.3. Conflicts of Interest

The attorneys at NSW do not have any conflicts in representing the Town.

4.4. Existing Workload

As described above, NSW has an active legal practice that serves a variety of clients. That being said, we have capacity to take on additional work. NSW's primary municipal water clients, ACWWA and ECCV, are in the final stages of the development of their water rights system. As such, we anticipate a reduction in the amount of legal work for those clients in the coming years. This gives us capacity to utilize our expertise for other clients in other areas of Colorado. Additionally, most complex water cases take years to resolve and have predictable timelines. This allows NSW to allocate work among its experienced attorneys to ensure that there are always attorneys available for the unexpected issues that inevitably arise outside of planned water court cases.

We understand the importance of having attorneys who are available and responsive and we pride ourselves on prompt responses (typically within 24 hours or less) to client questions and issues. We are not the type of law firm that allows voicemails or emails to go unaddressed for days and weeks. If you contact our references, they will attest to our responsiveness.

The attorneys at NSW are also in constant communication with each other about pending cases, upcoming deadlines, and attorney workloads. This ensures that the attorneys support each other and that clients receive the highest level of legal service at all times. The attorneys at NSW take customer service very seriously and we would not be soliciting additional legal work if we did not have additional capacity or if taking on a new client was detrimental to existing clients.

Part 5 – Pricing and Expenses

2025-2026 Rate Table	
Attorney/Professional Name	Municipal Rate (per hr.)
Sheela S. Stack, Partner	\$355
William D. Wombacher, Partner	\$355
Stacy Brownhill, Of Counsel	\$290
Teresa Johnson, Paralegal	\$210

Basis for Fee Structure. NSW's hourly rates are based on its extensive experience and expertise, as detailed above. We believe that these rates are very competitive among attorneys with similar experience throughout Colorado. NSW does

not work on a fixed fee basis. Pursuant to Proposal Requirement No. 14, if hired, NSW agrees to not increase its rates for the Town before January 1, 2027.

Out-of-Pocket Disbursements. In addition to our fees, we will bill you for costs and expenses incurred in performing services, such as photocopying, messenger and delivery service, research (including computer-assisted research), and recording and filing fees. Certain of these costs charged are comprised of direct costs and an allocation of indirect costs. Fees and expenses of third parties, such as title companies, appraisers, environmental consultants, or expert witnesses, will generally be your responsibility and billed directly to you, the client.

Billing and Payment. NSW is open to a wide variety of payment and billing systems to accommodate its clients, including electronic billing if convenient for the Town.

Remote and In-Person Attendance (Proposal Requirement No. 15). While NSW is located in Greenwood Village, Colorado, we are happy to travel to Collbran when necessary. We expect the need for more frequent in person attendance in the beginning as we build a relationship with the Town's staff and learn about the Town's existing water system. Over the long term, we envision working with the Town to find a balance between remote and in-person attendance that best meets the Town's needs. NSW does appreciate the option to attend the monthly Board meetings remotely.

Stacy L. Brownhill

5105 DTC Parkway Suite 200, Greenwood Village, CO 80111 720-647-5661 sbrownhill@nswlaw.com

EXPERIENCE

Nazareus Stack & Wombacher Attorney • Represent municipalities and other diverse clientele in water rights adjudications, environmental permitting, litigation, and legislation.	2020 – Present Denver, CO
Riley Carlock & Applewhite Attorney	2017 – 2019 Denver, CO
Colorado Court of Appeals – Judge Anthony J. Navarro Appellate Law Clerk	2015 – 2017 Denver, CO
The Wilderness Society Legal Intern	2014 Denver, CO
Getches-Wilkinson Center for Natural Resources, Energy, and the Environment Research Assistant	2013 – 2014 Boulder, CO
Boulder County Attorney’s Office Law Clerk	2014 Boulder, CO
Colorado Court of Appeals – Judge (now Justice) Richard L. Gabriel Legal Intern	2013 Denver, CO
Colorado Attorney General’s Office, Consumer Protection Law Clerk	2013 Denver, CO
Street Roots, Willamette Week, and Forest Grove News-Times Reporter	2010 – 2011 Portland, OR
GenerationOn (HandsOn Network) AmeriCorps VISTA	2009 – 2010 New York, NY

EDUCATION

Juris Doctor, University of Colorado Law School, Boulder, CO • Honors: ABA Public Lands Writing Competition 1 st Place Winner; Moses Lasky Environmental Law Scholarship; Chancellor’s Diversity Scholarship; Hank Brown Leadership Scholarship • Activities: <i>Law Review</i> Production Editor; Environmental Law Society Board Member; Public Service Pledge	2015
Bachelor of Arts in International Affairs, Lewis & Clark College, Portland, OR • Honors: <i>Cum Laude</i> , Phi Beta Kappa, Barbara Neely Scholar (full tuition, merit scholarship), <i>Austin American-Statesman</i> Excellence in Writing Scholarship • Abroad: Semesters in Senegal (2008), India (2007), Canada (2006)	2009

Sheela S. Stack

5105 DTC Parkway Suite 200, Greenwood Village, CO 80111 720-647-5661

sstack@nswlaw.com

EDUCATION

Colorado Bar Association, Mediation Training, 2015

University of Denver College of Law, J.D., 2000

Loyola University of Chicago, B.S., *cum laude*, 1997

PROFESSIONAL WORK EXPERIENCE

Shareholder, Nazarenius Stack & Wombacher LLC, Greenwood Village, CO Nov. 2019 – Present

- Practices in the areas of water planning, water adjudications, water quality permitting, and environmental compliance.
- Handles complex adjudications involving water storage rights, water surface rights, groundwater rights, water rights transfers, and water exchanges and substitutions.
- Assists water users secure the water rights they need to do business now and plan proactively to satisfy their water needs for the future.
- Defends clients against alleged permitting violations and helps them obtain and comply with environmental permitting requirements.

Shareholder, Ryley Carlock & Applewhite, P.C., Denver, CO Dec. 2010 – Nov. 2019

- Performed work and represented clients similar to that currently performed at Nazarenius Stack & Wombacher LLC.

Associate, Harvey Curtis & Associates, Denver, CO Dec. 2003 – Dec. 2010

- Practice concentrated on water, environmental, natural resources, land use development issues, and related litigation.
- Represented municipalities in water rights transactions, water planning, and water rights adjudications.

PUBLICATIONS & PRESENTATIONS

CWC Water Ethics Workshop, Colorado Bar Association, moderator (November 2024)

Groundwater 101, Colorado Bar Association, speaker (November 2022)

Clean Water Act Discussion: How the EPA's New Proposed Rule May Impact You and Your Business," Ryley Carlock & Applewhite Seminar, speaker (August 2014)

Water Rights Changes of Transfers, CLE International, speaker (March 2008)

"The Anti-Speculation Doctrine Extended to Change of Water Rights Cases: A New Dilemma for Water Rights Owners," University of Denver Water Law Review, Volume 9, Issue 2, Co-Author, Spring 2006

"Water Law," Annual Survey of Colorado Law, 2002 and 2003 Editions

William Doran Wombacher

5105 DTC Parkway Suite 200, Greenwood Village, CO 80111 720-647-5661

wwombacher@nswlaw.com

EDUCATION

THE UNIVERSITY OF COLORADO LAW SCHOOL, Boulder, CO

Degree: Juris Doctor, May 2010, Colorado Bar No. 42354

Honors: Lead Notes & Comments Editor, *Colorado Journal of International Environmental Law & Policy*

THE UNIVERSITY OF IOWA, Iowa City, IA

Degrees: B.S. Civil/Environmental Engineering with Honors, May 2006

M.S. Environmental Engineering, July 2007

Relevant Courses: Water Resources Design, Fluid Mechanics, Solid & Hazardous Waste, Air Pollution Control Technologies, Principles of Hydrology, Environmental Impact Analysis, Environmental Microbiology, Biologic Treatment Processes.

PROFESSIONAL WORK EXPERIENCE

Shareholder, Nazarene Stack & Wombacher LLC, Greenwood Village, CO **Nov. 2019 – Present**

- Represent water districts in complex water litigation (50+ opposing parties)
- Adjudicate new water rights and changes of water rights.
- Actively participate in the Colorado Water Congress State Affairs Committee and represent clients in matters related to water rights legislation including testimony before legislative committees.
- Represent property owners in water rights transactions throughout Colorado including diligence research.
- Aid clients in developing and protecting complex and multifaceted water rights portfolios throughout Colorado.
- Coordinate closely with engineers, geologists, and water resources experts in preparing engineering reports, commenting on water court applications and decrees, and making planning decisions regarding water right portfolios.

Shareholder, Ryley Carlock & Applewhite, P.C., Denver, CO

Nov. 2016 – Nov. 2019

- Performed work and represented clients similar to that currently performed at Nazarene Stack & Wombacher LLC.

Associate, Porzak Browning & Bushong LLP, Boulder, CO

Jan. 2011 – Nov. 2016

- Law Clerk from September 2010 – December 2010.
- Represented clients in all varieties of water rights matters throughout Colorado including water rights adjudication, litigation, opposition, and well permitting.
- Drafted HB16-1109 (signed into law on 4/21/16), SB15-64, HB14-1028, and all supporting memorandums circulated by lobbyists and provided to members of the Colorado General Assembly.
- Conducted water rights, real estate, and railroad easement diligence research and drafted title opinions and diligence reports for real estate transactions.
- Advised clients in real estate transactions and drafted water right and real estate deeds, leases, easements and related contracts.
- Represented clients in civil matters including easement disputes, quiet title actions, breach of contract actions, mechanics' lien foreclosures, lien priority disputes, and stormwater issues and permitting.
- Represented and worked directly with clients including municipalities, ski resorts, ranch owners, real estate companies, reservoir companies, water districts, industries, and individuals.

Law Clerk, Lyons, Gaddis, Kahn, & Hall, P.C., Longmont, CO

June 2010 – Dec. 2010

William Doran Wombacher

5105 DTC Parkway Suite 200, Greenwood Village, CO 80111 720-647-5661

wwombacher@nswlaw.com

ACADEMIC WORK EXPERIENCE

Law Clerk, U.S.D.A. Office of General Counsel

Jan. 2010 – April 2010

- Compiled the legislative history of the Federal Power Act and researched the extent of the Forest Service's mandatory 4(e) conditioning power.
- Participated in an Appeal Review Team and responded to appeals regarding The National Environmental Policy Act & The Bankhead-Jones Farm Tenant Act.

Research Assistant, Dean David Getches,

Sept. 2008 – June 2010

- Researched, developed, updated, cite checked, and proofread speeches, articles, and books, including *Water Resource Management 6th Ed.* by A. Dan Tarlock, James N. Corbridge, Jr. and David H. Getches; *Water Law in a Nutshell 4th Ed.* by David H. Getches; *Out of the Mainstream: Water Rights, Politics, and Identity* by R. Boelens, David H. Getches, & A.G. Gil.

Law Clerk, Colorado Office of the Attorney General

June 2009 – Aug. 2009

- Drafted research memorandums on the transfer of reserved water rights, tailwater reuse, and imputed agency liability.
- Researched natural resources damage calculations; dry cleaner remediation programs, alternatives to Wild and Scenic Designation, and Colorado subpoena procedures.

Legal Intern, Legacy Land Trust

January 2009 – May 2009

- Drafted *Common Questions on Conservation Easements* (Sept. 2009) in conjunction with the Colorado State University Center for Collaborative Conservation.

Research Assistant, Professor Mark Squillace

May 2008 – Apr. 2009

- Revised and updated *Air Pollution 3rd Ed.* by Mark S. Squillace and David R. Wooley.
- Responsible for updating case law and statutes, researching secondary sources, and writing notes to develop a comprehensive picture of air pollution law.

Student Operator, University of Iowa Drinking Water Treatment Plant

May 2004 – Oct. 2006

- Solely responsible for the operation of the UI Water Treatment Plant during weekend shifts. Formerly, Grade II Drinking Water Treatment Plant Operator certified.

PUBLICATIONS & PRESENTATIONS

William Wombacher, *There's Cologne in the Water: The Inadequacy of U.S. Environmental Statutes to Address Emerging Environmental Contaminants*, 21 COLO. J. INT'L ENVTL. L. & POL'Y 521 (2010).

William Wombacher & Keri H. Hornbuckle, *Synthetic Musk Fragrances in a Conventional Drinking Water Treatment Plant with Lime Softening*, 135 AM. SOC'Y OF CIVIL ENGINEERS J. ENVTL. ENGINEERING 1192 (2009).

William Wombacher, Iowa Policy Project, *Swimming in Uncertainty: Regulatory Change is Necessary to Address Organic Wastewater Contaminants in Iowa's Water* (2009), available at: <http://www.iowapolicyproject.org/2009docs/091201-OWC.pdf>

Jeff Jones, William Wombacher, Lynne Sherrod, and Heather McMillian, Center for Collaborative Conservation, Colorado State University, *Common Questions on Conservation Easements*, (Sept. 2009).

William Wombacher, *Fate of Eight Synthetic Musk Fragrances in a Conventional Water Treatment Facility*, International Conference on Analysis of Emerging Contaminants in the Environment, York, UK, (March 9, 2007). Also presented at Stockholm University to the Department of Applied Environmental Science, Stockholm, Sweden (March 2007).



A Mountain Law Firm

TOWN OF COLLBRAN 2025 - REQUEST FOR PROPOSAL TOWN WATER ATTORNEY

Ryan Jarvis
Partner JVAM, PLLC
305 Gold Rivers Ct.
Suite 200
Basalt, Colorado 81621
970.922.2122
ryan@jvamlaw.com

JVAM PLLC

Town of Collbran
Board of Trustees
1010 High Street
Collbran, CO 81624

RE: Request for Proposal – Water Attorney

To Angie Sprang and The Town of Collbran Board of Trustees:

JVAM PLLC is pleased to submit this proposal in response to the Request for Proposal for the Town Water Attorney for the Town of Collbran. The team at JVAM is served with a deep bench of experienced and capable attorneys who are ready and willing to provide the Town of Collbran legal counsel on complex water rights matters and any necessary work that arises out of water rights matters including regulatory compliance, transaction matters, and related litigation.

We present two partner attorneys that are ready and willing to support The Town of Collbran.

Ryan Jarvis leads JVAM's water law team and is a uniquely talented lawyer with proven experience solving complex problems relating to water. His deep understanding of Colorado's water law, including the nuances of multiple jurisdictions and drainage basins, enables him to tackle nearly any legal issue related to water in the region.

Ryan has been practicing water law in Colorado for nearly 15 years, focusing his work in Divisions 2 (Arkansas River Basin), 4 (Gunnison River Basin), 5 (Colorado River Basin), and 6 (White and Yampa River Basins). His water work involves assisting individuals, businesses and governmental entities throughout Colorado acquire, maintain, develop, and protect the rights to use water. This includes adjudicating water rights, changes of water rights, plans for augmentations, and exchanges; designing and adjudicating new water supplies for residential, municipal, agricultural, industrial, and other uses; advising ditch companies, municipal water suppliers, and other entities regarding water rights, operations, and related matters; opposing water claims that might adversely affect a client's water rights; evaluating water rights as part of real estate acquisitions and transactions; obtaining well permits; and drafting well-sharing and ditch operation agreements. Through his career, Ryan has participated in hundreds of cases before the Colorado Water Courts and litigated water issues in Colorado District Courts.

Ryan's representative recent work includes adjudicating a complex augmentation plan for a municipal client; navigating Clean Water Act compliance issues; advocacy at the Colorado General Assembly in support of legislation to protect existing geothermal resources; water rights due diligence and investigation for various large ranches (each ranch being hundreds to thousands of acres); and litigating irrigation pipeline disputes. During his career, Ryan has negotiated many agreements and contracts, including complex ditch agreements, well agreements, and water use agreements. Ryan has also worked on regulatory compliance

issues related to CDPHE-regulated water systems, the Clean Water Act, and other state and federal laws and regulations.

Achieving solutions to complex water issues often requires Ryan to work collaboratively with his client, other interested parties, parties that may be opposing a project, private water resource engineers and consultants, and the Division Engineer's Office. Ryan has a proven ability to navigate these complex and difficult interactions to achieve the desired result for his clients.

Laurel Quinto brings a wealth of experience in water rights law, having represented clients in various water matters across Western Colorado and Arkansas Valley. Her practice focuses on the intersection of water law, land use, and municipal development. Laurel has represented water users' associations to ensure delivery to hundreds of water users, including municipalities and is currently involved in a contentious water rights case in Division 4 concerning a large water development project that could deliver water to an entire county of users. Laurel has experience negotiating deals between private landowners with municipalities concerning development, public improvements, and water rights dedication. Her experience will help the Town navigate the complex, and often contentious, negotiations and communications between private landowners and the Town concerning land development, water, and sanitation.

Ryan and Laurel are backed by a team of partner attorneys, associates, and paralegals with decades of experience that provide clients of JVAM with responsiveness and capabilities above and beyond the typical regional firm.

We understand the importance of fostering a collaborative environment to address shared complex issues that arise surrounding water rights. Our approach emphasizes open communication and cooperation among all stakeholders, ensuring that solutions are both legally sound and practically effective.

We are confident in our ability to effectively represent the Town of Collbran in all matters related to water law. Our team's extensive experience and commitment to excellence make us well-suited to handling the complexities of your water rights and service delivery systems.

Sincerely,



Ryan Jarvis
Partner



Laurel Quinto
Partner

About JVAM

JVAM has office locations in Aspen, Basalt, Glenwood Springs, Buena Vista, and Salida. We serve the Arkansas River Valley, the Roaring Fork Valley, and clients' needs and interests across Colorado.

Our lawyers are sophisticated, approachable, practical, and reasonable. Their experience across real estate, business, water rights, contracts, leases, litigation, and more areas of the law equips them to serve the broad and unique needs of people who live and do business in our mountain communities. Our attorneys are down-to-earth people who deliver work that is cost-effective and worth your investment.

Why JVAM?

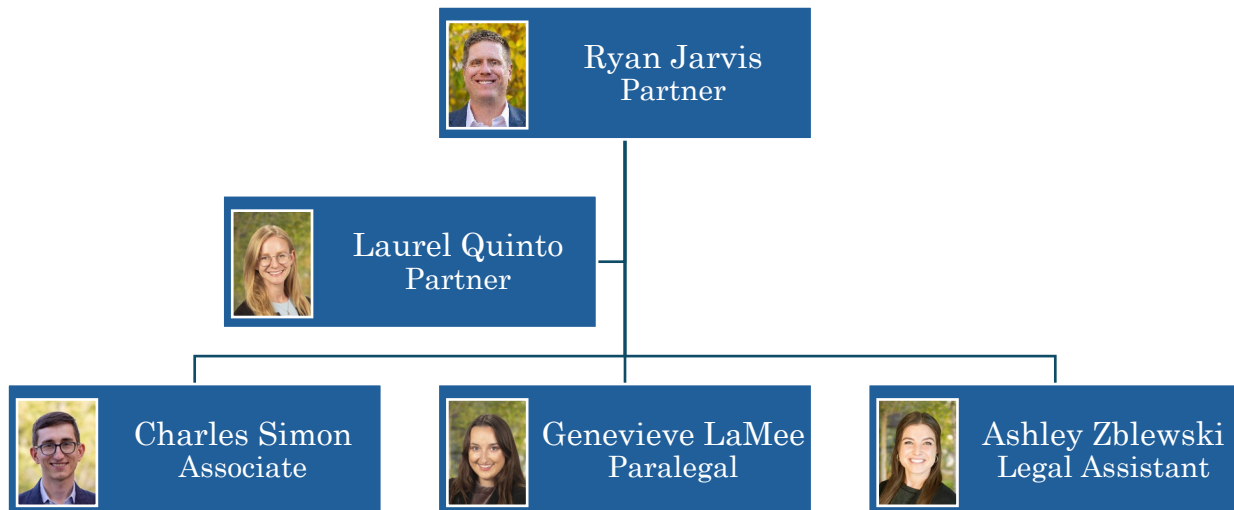
JVAM hosts a capable team of attorneys, paralegals, and assistants well situated to meet the expectations and needs of the Town of Collbran. We propose Ryan Jarvis primarily support the Town of Collbran with the support of our Laurel Quinto (Partner), Charles Simon (Associate), Genevieve LaMee (Paralegal), and Ashley Zblewski (Legal Assistant).

JVAM's attorneys are free to focus on the needs of their clients. By maintaining a well-trained team of assistants and administrators, our attorneys are unbridled by the day-to-day demands of business management and solely focused on clients' priorities.

JVAM utilizes an experienced team of paralegals that bill at favorable rates to ensure that legal administrative steps such as filings, docketing, and general preparations, communications, and facilitations are managed in the most cost-effective manner possible for clients. This allows our attorneys to focus on substantive work, communications, and collaboration with the greatest benefit to the clients we represent.

JVAM also maintains a team of dedicated financial professionals that ensure billing, payments, and any other financial logistics are handled in the most efficient, clear, and cost-effective manner possible.

Town of Collbran Water Team



Conflicts of Interest

Currently, we have determined no known conflicts of interest with existing or previous clients of JVAM PLLC.

Meeting Attendance

Attorneys representing the town would be willing to attend in-person or remote as decided by the town manager, the town trustees, and the attorney attending the meeting.

Terms & Fees for Service

Attached to this letter is a draft engagement agreement for The Town of Collbran. JVAM invoices clients for services on an hourly basis, billed in 1/10th of an hour increments.

Additionally, JVAM invoices clients for all expenses incurred on the client's behalf. Invoicing occurs monthly. For our municipal clients, we provide Net 60 terms. More details regarding terms of service, invoices, and other information may be found in the engagement agreement attached.

JVAM affirmatively acknowledges that the Town of Collbran reserves the right to obtain services from other attorneys when the Town, in its sole discretion, chooses to retain other representation.

Rates

For the Town of Collbran, we will provide special reduced hourly billing rates for legal fees. These rates are confirmed not to increase prior to January 2027.

Team Member	Title	Special Rate for Town of Collbran
Ryan Jarvis	Partner	\$350
Laurel Quinto	Partner	\$325
Charles Simon	Associate	\$250
Genevieve LaMee	Paralegal	\$165
Ashley Zblewski	Legal Assistant	\$165
	Partners	\$325 - \$350
	Associates	\$250
	Paralegals	\$165

Insurance Carriers

Professional Liability Insurance

QBE

\$2m per claim / \$2m aggregate

Commercial General Liability Insurance

Travelers

\$2m per claim / \$2m aggregate

References for Ryan Jarvis

Town of Basalt

Ryan Mahoney – Town Manager

ryan.mahoney@basalt.net

Marble Water Company

Tom Williams – President

tom@williamscompany.net

Kobe Water Authority

(Water Authority formed by Colorado River District and Bluestone Water Conservancy District)

Ed Baker – Board Member

bakeedburdicked@yahoo.com

Wilson Mesa Metropolitan District

Bill Ellinwood – Vice-President

w.ellinwood@bresnan.net

Colorado Mountain College

Lucia Padilla – General Counsel

lcpadilla@coloradomtn.edu

Iron Mountain Hot Springs

Steve Beckley – Owner

sbeckley@glenwoodcaverns.com

Snowmass Club

Rick Sussman – General Manager

rsussman@snowmassclub.com

Additional professional references are available upon request



Sample Engagement Agreement



Ryan Jarvis
305 Gold Rivers Ct., Ste. 200
Basalt, Colorado 81621
PO Box 878
Glenwood Springs, CO 81602
(970) 922-2122

April 23, 2025

Town of Collbran
Angie Sprang, Town Administrator
townmanager@townofcollbran.us

Re: Engagement of JVAM to Assist with (AZ) General water counsel

Dear Angie,

Thank you for choosing JVAM PLLC ("JVAM" or the "Firm") to represent Town of Collbran in the above-referenced matter. The purpose of this letter is to confirm our engagement as legal counsel to your entity. This letter defines the scope of our representation and outlines the terms of our engagement.

Our representation will, at all times, include only those matters for which you have requested we render advice. At present that is only the above-referenced matter. Representation by us on any other matter shall be the subject of an additional fee agreement.

During the course of your representation, we will diligently perform all legal services reasonably necessary to ethically and effectively represent you. We make no promises to you as to the outcome of this case, but we do promise to render our best professional skill and perform our legal services faithfully and with due diligence, to address your needs in a timely and professional manner, and to advise you of any time conflicts or delays.

All information regarding your representation will be kept confidential unless disclosure is authorized by you or required by law. Confidential communications between us are protected by the attorney-client privilege, though that privilege will not cover any communication that you share with a third party. We encourage you to closely guard your confidential communications with us and not share them with third parties.

Fees: I will be the lead attorney primarily responsible for representing you in this matter. My hourly rate is \$425, however, I will represent you at a discounted hourly rate of \$350. Throughout your representation, I may consult with other attorneys in the firm or engage the services of our associates and paralegals. We strive to have work done at the lowest billing rate while ensuring the best possible representation. Hourly rates are established based on the level of experience and ability of the individual. The current billing rates for our lawyers and paralegals are as follows:

	Special Rate for Town of Collbran
Ryan Jarvis - Partner	\$350
Laurel Quinto - Partner	\$325
Charles Simon - Associate	\$250
Genevieve LaMee - Paralegal	\$165
Ashley Zblewski - Legal Assistant	\$165
Partners	\$325-\$350
Associates	\$250
Paralegals	\$165

Hourly rates are adjusted periodically, and we will provide you with timely notice of any hourly rate increases. Also, almost all representations require products and services other than legal services. You are responsible for the costs and expenses that we incur in representing you. Examples of costs and expenses that may be incurred include, but are not limited to: legal research costs, registered mail, overnight delivery service, photocopying (\$.10 per page after 50 copies), court filing fees, service of process fees, publication costs, expert-witness fees, conference call charges, required travel (calculated according to the prevailing IRS reimbursement rate for miles traveled in personal vehicles, and the actual costs incurred for coach fares on airlines, motel stays, and reasonable meals while traveling), etc.

We will confer with you before committing to any “significant” expenses. This works best when clients tell us how large of an expense they consider to be significant in this situation. We will use our best judgment in checking with you before incurring “significant” expenses. We reserve the right to request advanced payment of any such expenses when appropriate.

We will provide you with a statement on a regular basis, typically monthly, and any charges billed must be paid in full within 60 days. We will send you our bills by email unless otherwise directed, and you may make payments electronically as well as by check or credit card. If you dispute any entry on any invoice, that dispute needs to be communicated to us within 10 days of the invoice date. If for some reason you need to delay payment, please contact us as soon as possible to discuss an alternative payment plan. Absent some other arrangement, charges more than 60 days past due will be subject to interest charges of 12% per annum. We reserve the right to terminate our representation at any time if you are unable to make adequate and timely payments.

Credit Card Surcharge Disclosure: Client acknowledges that any payments made via credit card will be subject to a surcharge equal to the total merchant transaction fee assessed to JVAM for processing the payment. This surcharge will be itemized separately on the invoice. Alternative payment methods, such as checks, ACH transfers, or debit card payments, are available without this surcharge.

Prior Services: Services rendered prior to the signing of this agreement shall be included within the terms of this agreement and will be added to your first invoice.

Legal Fees Arbitration: Any controversy or claim arising out of the dispute of legal fees under this engagement agreement, or the breach thereof, shall be settled by arbitration administered by the Colorado Bar Association’s Legal Fee Arbitration Committee (“LFAC”).

LFAC assists in resolving disputes involving attorney fees, expert witness fees advanced by an attorney, and costs. LFAC is free, efficient, and typically takes anywhere from 3-6 months. The parties don’t incur additional arbitration costs.

The arbitration shall be governed by the Colorado Bar Association LFAC’s rules, which adhere to the requirements of the Uniform Arbitration Act, C.R.S. § 13-22-201 and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration is conducted as a mini trial and managed by the arbitrator. The arbitrator then compiles their recommendation and submits that to

the LFAC Committee for discussion and votes to either accept, reject, or modify the recommendation. If accepted, the recommendation is reduced to a written final award. The award shall include a written explanation of the final decision and specify the basis for any damages. The parties agree that the determination and final decision of the arbitrator appointed by the Committee shall be binding and conclusive on both parties.

Unless otherwise ordered by a court or subject to a court action, insofar as is reasonably possible, all matters in connection with any dispute or complaint shall be held in confidence by all persons having any knowledge thereof.

For further information on the process, please visit:
<https://www.cobar.org/legalfee#9695532-this-process-is-voluntary>

Termination: Either party to this agreement may terminate it at any time, subject only to the approval of the court in litigation matters. You must notify us in writing to terminate this agreement. Attorneys may withdraw as counsel for the client and terminate this agreement for any reason by notifying the client in writing. Some examples of reasons why we would terminate this agreement include but are not limited to: client's failure to pay the invoice as required by this agreement, client's failure to cooperate with the attorneys, and client's failure to adequately communicate with the attorneys. All fees incurred up to the point of termination shall still be due and payable.

File Disposal: You authorize us to dispose of your file two (2) years after your matter has been resolved, or two (2) years after the last work we performed for you in that matter, whichever comes later. We are not required to give you notice before disposing of your file. If you wish to retain the contents of your file, you must notify us in writing at the close of our representation or at least three (3) months prior to the disposal deadline. You must also provide us with complete shipping information and pay the costs involved in retrieving your file from storage and shipping the file to you.

If anything in this engagement agreement presents a problem or is unclear, please contact me right away so that we can discuss it. To indicate your agreement to the terms set forth above and confirm your engagement of JVAM PLLC as legal counsel for the matter specified above, please sign this correspondence where indicated below and return the signature page to me. You should retain a copy for your records.

We are pleased to have the opportunity to serve you as counsel and look forward to continuing a mutually beneficial relationship.

Best regards,
JVAM PLLC

By: /s/ Ryan Jarvis

Ryan Jarvis

I have read the foregoing letter and understand and accept the terms stated therein.

Town of Collbran
Angie Sprang, Town Administrator

Client Signature:
Date:

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RESPONSE BY LISA VOORHIS LAW, LLC
TO
TOWN OF COLLBRAN
REQUEST FOR PROPOSAL
FOR TOWN ATTORNEY
June 19, 2024



1. NAME OF PERSON PROVIDING TOWN ATTORNEY SERVICES TO TOWN OF COLLBRAN

Lisa Voorhis, Esq.

My experience and qualifications are described in detail in the Statement Of Qualifications below.

2. NAMES OF SUPPORTING MEMBERS OF TOWN ATTORNEY TEAM MEMBERS

Lisa Voorhis, Esq. would be the only attorney providing town attorney services to the Town Of Collbran.

3. ORGANIZATIONAL CHART OF TOWN ATTORNEY OFFICE

Lisa Voorhis, Esq. would be solely responsible for the Town Of Collbran engagement.

4. KNOWLEDGE AND EXPERIENCE

See Statement Of Qualifications below.

5. PROFESSIONAL LIABILITY INSURANCE

Lisa Voorhis Law llc carries attorney malpractice insurance with limits of \$100,000/\$300,000 with a major A-rated carrier and can provide a certificate of insurance should you hire Lisa Voorhis Law llc.

6. CONFLICTS OF INTEREST

I am aware of no conflicts of interest that would prohibit or interfere with Lisa Voorhis Law llc acting as Town Attorney for the Town Of Collbran.

7. EXISTING WORKLOAD

My current client base consists of individuals and small businesses. I do not have any large litigation matters or other work that would interfere in my providing timely services to the Town Of Collbran.

8. OTHER MUNICIPAL CLIENTS

Client references can be provided should the Town Of Collbran decide to hire Lisa Voorhis Law, llc.

9. ACKNOWLEDGEMENT OF POINT PERSON

Lisa Voorhis Law llc acknowledges that only Lisa Voorhis, Esq. will provide Town Attorney services without the approval of the Board of the Town Of Collbran.

10. EACH RESPONDENT'S QUALIFICATIONS

See Statement of Qualifications below.

11. TOWN'S RIGHT TO HIRE OTHER ATTORNEYS

Lisa Voorhis Law llc acknowledges that the Town Of Collbran reserves the right to hire other attorneys in its sole discretion and will so agree in the negotiated contract.

12. LIST OF RATES

The billing rate for Lisa Voorhis, Esq. is \$275 per hour.

13. REQUIRED FEES

See answer to item 12 above.

14. BILLING PRACTICES

See answer to item 12 above. Flat fee work can be negotiated on a case-by-case basis depending upon the scope of the project and anticipated time required.

15. ATTENDANCE PREFERECES

Either in-person or remote attendance is acceptable.

STATEMENT OF QUALIFICATIONS

Lisa Voorhis Law, llc is a business owned and operated by Lisa Lett Voorhis, Esq.

Lisa Voorhis has been licensed to practice law in Colorado since 1996. I am also licensed to practice law in eight other states and have a diverse and well-rounded background, much of which has been as in-house counsel for businesses.

I was Assistant General Counsel for Xcel Energy Inc. in Denver for eleven years. While there, I was the Transactional Practice Area Leader as well as responsible for several large litigation matters. As the Transactional Practice Area Leader, I was the top attorney responsible for contracts and agreements. I was also the lead land rights attorney on the in-house attorney staff.

I have many years of experience working on land issues, agreements, negotiations, memorandums of understanding and memorandums of agreements, telecommunications agreements, and related matters.

During my time in Chicago, Illinois, I worked for a law firm whose entire client base was municipalities.

I have worked in various organizations throughout my career as a lawyer and know how to work for a wide variety of clients who have goals that need to be accomplished.

My approach is to listen first, suggest options to achieve the stated goal, and then do the work to get the goal accomplished.

I enjoy working with internal business clients one-on-one, helping them achieve their business goals.

ADDENDUM 1
Town of Collbran Request for Proposals
Town Attorney

June 17, 2024

Additional information in response to questions received:

Question:

Can you please tell us what the Town's budget is for legal, or maybe how much the Town has spent per year over the past few years?

Answer:

In the 2024 Budget for the Town of Collbran the Board has a budget of \$15,000 for the calendar year.

Since 2021 the Town has spent between \$2,500 and \$15,000 per year.

The Board of Trustees has been advised that undoubtedly, they will need to supplement the 2024 Budget based on proposals received and future attorney involvement.

Please remember to acknowledge receipt of Addendum 1 when submitting your bid.

FIRM NAME AND ADDRESS: Lisa Voorhis Law llc

2536 Rimrock Ave., Ste. 400-575, Grand Junction, CO 81505

SIGNED BY: LISA VOORHIS TITLE: Owner/Member
SIGNATURE: [Signature] DATE: June 19, 2024

This signed document is to be submitted with Bid.

END OF ADDENDUM 1



Peter D. Jaacks
pjaacks@bfwlaw.com

April 22, 2025

Angie Sprang (townmanager@townofcollbran.us)
Town Administrator
Town of Collbran
1010 High Street
Collbran, CO 81624

Re: Response to Request for Proposal – Town Water Attorney

Dear Ms. Sprang:

We are pleased to respond to the Town of Collbran's ("Collbran's") Request for a Proposal for a Town Water Attorney. For years, April D. Hendricks and Peter D. Jaacks have served Colorado governmental entities, including water conservancy districts, special districts, and municipalities, as special counsel for water and environmental issues. Our firm, Burns, Figa & Will, P.C. (BFW), has represented a large regional water conservancy district (the Southeastern Colorado Water Conservancy District, or "SECWCD") in numerous matters over many years. We also represent water and sanitation districts and other governmental entities, as well as private entities and individuals, in both simple and complex water rights proceedings and water transactions – we have handled many water cases, water transactions, and administrative agency matters for our clients. In addition to our water rights expertise, Collbran may also find valuable our experience in water quality compliance and permitting, TABOR and other governmental issues, real estate transactions, and other water-related areas, including legislative matters and other environmental issues. We understand that Collbran has the right to obtain services from other attorneys when it believes that the use of another law firm would be in its best interests. This

is acceptable to us, and we will agree to a provision relating to this issue in any negotiated contract we may enter into with Collbran concerning services as the Town Water Attorney.

A. Legal Experience and Qualifications.

Mr. Jaacks practices in the areas of water law and environmental compliance and will be the primary attorney providing services to Collbran as the Town Water Attorney, with the assistance and under the supervision of BFW's water practice group chair, April Hendricks. Since joining BFW in 2021, Mr. Jaacks' practice has emphasized water rights and water-related environmental matters. He has represented BFW's clients as both applicant and opposer in numerous Water Court cases, including diligence, change of water rights, augmentation plans, and adjudications of conditional rights. His environmental practice has included Clean Water Act compliance and permitting, including representing clients in Environmental Protection Agency and Colorado Department of Public Health and Environment enforcement proceedings.

Ms. Hendricks practices in the areas of water law and real estate, representing government entities, corporations, and private individuals in all aspects of their water and real estate needs. BFW's attorneys have represented SECWCD since 2002 and served as outside general counsel for SECWCD until late 2011, when one of the firm's partners (Lee Miller) went in-house with SECWCD as full-time general counsel. Since that time, BFW has continued to represent SECWCD in all litigation matters (including numerous Water Court cases, District Court appointment of District directors, and confirmation of inclusions of land) and has worked with Mr. Miller on several general-counsel matters (including governmental, legislative, and transactional matters) upon request. Ms. Hendricks has represented SECWCD since joining the firm in 2019;

prior to that time, she represented the Northern Colorado Water Conservancy District while associated with the Trout Raley firm.

In addition to SECWCD, Ms. Hendricks and Mr. Jaacks represent the Board of County Commissioners of Moffat County, with respect to the County's development and adjudication of an area-wide augmentation plan and exchange project, and the City of Alamosa with respect to its complex water rights portfolio, including adjudication of the City's augmentation plan to comply with Water Division 3's Groundwater Rules. We also represent a handful of local water supply districts on various water and environmental matters.

We handle these clients' water rights acquisitions and adjudications (including initial adjudications, changes of rights, augmentation plans, and diligence proceedings, with the goal of resolving all objections by negotiating consent decrees). We also represent our clients in negotiating water-related agreements, including intergovernmental agreements; drafting rules and regulations relating to development and water use within our clients' service areas; providing advice on water rights and water quality regulations; and working with staff to supervise engineering experts retained for legal matters. Additionally, we routinely advise our clients regarding their purchase and sale of real property and water rights, including the preparation and negotiation of purchase and sale agreements, leases, easements, and deeds, and conduct related due diligence and title research as needed. In working with numerous governmental and quasi-governmental clients, we are well-versed in advising on implications of proposed fiscal actions under TABOR and other Colorado government finance laws, and on open meetings and open records laws and procedures.

We also are heavily involved in state-wide water policy issues, including legislation and regulatory developments. Ms. Hendricks and the firm have maintained a long-time active membership in the Colorado Water Congress and its State Affairs Committee, and we routinely advise clients with respect to legislation that may impact their water rights and operations.

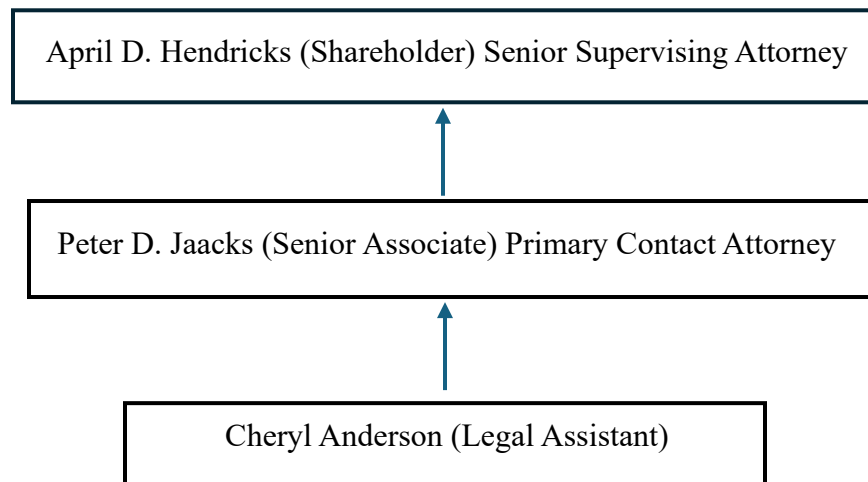
Mr. Jaacks' and Ms. Hendricks' resumes are attached, further detailing their qualifications.

B. Organization Structure

BFW has brought together some of Colorado's top attorneys in a handful of practice areas since 1980 with a shared devotion to excellent legal service with small firm attention for our clients. The firm's three broad practice areas are natural resources (primarily water and environmental law); business transactional (including business organizations, real estate, tax-exempt organizations, and capital formation); and business litigation (including employment, contract disputes, real estate litigation, and professional ethics). Attorneys within the various practice areas collaborate extensively to best serve our clients' objectives. BFW is located in Greenwood Village, Colorado (in the Denver Tech Center area).

Under the supervision of Ms. Hendricks, Mr. Jaacks will work with the Town Manager and Staff, the Town Attorney, and the Town Board of Trustees with respect to all the elements listed in the Scope of Services, including attendance at Board of Trustee meetings. Due to our firm's location, remote participation is preferred, although in-person attendance is possible as needed, particularly in the early stages of representation so we can better understand Collbran's goals and needs. Mr. Jaacks will not change as the primary contact for Collbran without Board of Trustee approval. Cheryl Anderson, our legal assistant, will also communicate with the Town as necessary

related to administrative issues such as invoicing, client files, and scheduling. The chart provided below depicts our firm’s organizational structure with respect to engagement with Collbran.



C. Professional Liability Insurance.

BFW carries professional liability and excess liability insurance. Our professional liability insurance is through Swiss Re Corporate Solutions America Insurance Corporation, with a policy limit of \$10 million. Our excess liability insurance is through Aspen American Insurance Company, also with a policy limit of \$10 million.

D. Potential Conflicts.

BFW represents numerous water clients in all of Colorado’s seven Water Divisions, including clients with water rights on the mainstem Colorado River upstream and downstream of Collbran. However, due to the location of the Town of Collbran, we do not believe there are any potential conflicts with our existing clients. We will promptly inform the Town Attorney and Town Manager of any potential conflicts that may arise in the future.

E. Representative Clients and Existing Workload.

We strive to be available and communicative with all of our clients. We currently have several active water court cases representing applicants, including those described below, and several cases representing opposers, in addition to our transactional and compliance practices. As with all our clients, we will prioritize Collbran's needs to ensure all questions and concerns are addressed, applicable deadlines are met, and any issues are resolved in a timely manner.

A sample of our notable water and governmental clients is included below, and a reference contact and summary of relevant work performed is provided for each:

1. Southeastern Colorado Water Conservancy District:

Primary Contact: Lee Miller, General Counsel 719-948-2400

Southeastern is the repayment entity for the Fryingpan-Arkansas Project, a Bureau of Reclamation transmountain diversion project that delivers water from the Colorado River Basin to the Arkansas River Basin and includes Pueblo Reservoir, Turquoise Lake, Twin Lakes Reservoir, and Ruedi Reservoir. Southeastern owns the transmountain and east slope water rights that are diverted at and stored in the project facilities and contracts with its constituents for delivery of the water for municipal and agricultural uses. Southeastern's role in the Fry-Ark Project is similar, in many ways, to the roles of the Northern Colorado Water Conservancy District and its municipal subdistrict in the Colorado-Big Thompson and Windy Gap projects. The firm's attorneys have represented Southeastern since 1986, and Ms. Hendricks has provided legal services to Southeastern since 2019. Ms. Hendricks' and Mr. Jaacks' work for Southeastern has included filing and prosecuting applications for conditional water rights (including rights of exchange), diligence on conditional water rights, and changes of water rights in Water Divisions 2 and 5, including working extensively with experts and preparing for trial; filing statements of opposition;

negotiating stipulated decrees; negotiating, drafting, and advising the client on contracts; negotiating intergovernmental agreements regarding project participation and operation of water rights or facilities; drafting guidance, policies and procedures relating to allocation, delivery and use of Fry-Ark Project water; advising on pending legislation impacting Southeastern and/or its water rights and interest; and drafting and negotiating agreements with private entities regarding water rights and facilities.

2. City of Alamosa:

Primary Contact: Erich Schwiesow, City Attorney (719) 587-2498

In 2015, the Colorado State Engineer promulgated the *Rules Governing the Withdrawal of Groundwater in Water Division No. 3 (The Rio Grande Basin) and Establishing Criteria for the Beginning and End of the Irrigation Season in Water Division No. 3 for all Irrigation Water Rights* (“Groundwater Rules”). The Groundwater Rules require, among other things, all groundwater rights withdrawing tributary groundwater to operate pursuant to an augmentation plan to maintain a sustainable water supply in the aquifers underlying Water Division 3. The majority of the City of Alamosa’s municipal water supply comes from its groundwater wells, so to comply with the Groundwater Rules, Alamosa filed several water court applications in Water Division 3 to adjudicate new groundwater rights, conditional appropriative rights of exchange, and approve a plan for augmentation. Alamosa previously consulted with BFW regarding several legal issues with its applications, then retained Ms. Hendricks and Mr. Jaacks in to continue prosecuting its applications through Water Court to ensure it has a sustainable municipal water supply and operational flexibility in its augmentation plan in the future.

3. Board of Commissioners of Moffat County, Colorado:

Primary Contact: Jeff Comstock, Director 970-826-3400
Moffat County Natural Resources Department

In 2022, the Colorado State Engineer designated the Yampa River (upstream of the confluence of the Little Snake River) as over-appropriated, thus requiring most wells in the County to operate under a water-court approved augmentation plan. Because augmentation water is not readily available for most of Moffat County, the Moffat County Commissioners retained Ms. Hendricks and Mr. Jaacks to develop and adjudicate an area-wide augmentation plan for the County. We have worked closely with Moffat County to negotiate a long-term lease agreement with the Colorado River Water Conservation District for the County's augmentation water supplies, and we have prepared the necessary contracts by which Moffat County will provide augmentation water to its constituents. In late 2023, we filed Moffat County's water court application for an augmentation plan and related water exchange project rights, and we are currently negotiating with the opposing parties in that case to reach agreement on the terms of a stipulated decree.

F. Other Representative Clients.

In the last five years we have represented several other governmental entities with respect to water rights issues, including:

- Castle Pines Metropolitan District
- Ken Caryl West Ranch Water District
- Denver Southeast Suburban Water and Sanitation District

G. Price

We propose to represent Collbran on an hourly fee-for-service basis, using the following hourly billing rates for each of the attorneys listed above:

Peter Jaacks	\$260
April Hendricks	\$350

These rates are discounted from our standard hourly billing rates and will remain in effect through January 1, 2027. After that time, and with Board of Trustee approval, any increase in billing rates will be made no more than once a year, and any increased rates will maintain a similar percentage discount from our standard rates. We typically pay actual expenses of up to \$500 on client matters and then bill the client for reimbursement. We typically pass along to the client any expense over \$500 (such as deposition costs in litigation, or newspaper publication costs for lengthy notices).

We are not yet sufficiently familiar with Collbran's specific legal matters to make a specific proposal for a retainer fee or flat fee for handling routine matters. However, we are quite willing to work out such an arrangement with the Collbran by mutual agreement based on a fair estimation of our efficient hourly handling of such matters, with the ability to adjust amounts in future years by mutual agreement based on experience with the arrangement.

We are accustomed to working on annual budgets that are required for local government clients. From that experience, we can maintain dialogue with Collbran to tailor the timing and extent of our activities, budget and fees on matters to meet the Town's objectives and budget, consistent with client and court deadlines, and to advise when and why any adjustments to budgeted amounts should be considered.

Ms. Angie Sprang
Town of Collbran Request for Proposal – Town Water Attorney
April 22, 2025
Page 10

Thank you for your consideration of our proposal, we look forward to discussing plans and goals for the Town's water rights going forward.

Sincerely,

BURNS, FIGA & WILL, P.C.

A handwritten signature in black ink, appearing to read "P. D. Jaacks", with a long horizontal flourish extending to the right.

Peter D. Jaacks



6400 S. Fiddler's Green Circle
Suite 1000
Greenwood Village, CO 80111
Phone (303) 796-2626
Fax (303) 796-2777
pjaacks@bfiwlaw.com

Peter D. Jaacks

PROFESSIONAL EXPERIENCE:

October 2021 to Present

Associate Attorney, Burns, Figa & Will, P.C., Denver, Colorado

Practice Areas:

- Water Rights
Acquisition and sale, water court litigation regarding change of use, augmentation plans, diligence, storage and groundwater rights.
- Environmental and Natural Resources
Environmental due diligence, state and federal regulatory compliance, representation regarding Clean Water Act, Water Quality Control Act, NEPA matters, CERCLA, RCRA, state and federal enforcement proceedings and regulatory rule making proceedings, land use proceedings, and mining permitting.
- Real Estate
Transactions, due diligence, leasing, easement and quiet title litigation.
- Administrative
Representation during hearings, appeals, and agency rule making.

May 2020 to October 2021

Law Clerk, Burns, Figa & Will, P.C., Denver, Colorado

Drafted legal memoranda on a variety of issues involving water and environmental law, business entities, and civil litigation; assisted with drafting water court applications and due diligence projects; assisted with drafting amicus briefs for both federal and state appeals.

January 2020 to April 2020

Judicial Intern, 18th Judicial District, Centennial, Colorado

Drafted legal memoranda and orders for mixed docket criminal and civil division; researched civil litigation issues; worked with three civil division judges observing hearings and trials.

June 2014 to October 2021

Wilderness Guide and Owner, Alaska's Wild River Guides, Dillingham, Alaska

Increased company growth through client interaction and communication, logistics management, and maintaining small business operations; hired, trained, and managed seasonal guide and support staff; managed client expectations and satisfaction during wilderness travel.

June 2010 to September 2015

Field Crew Chief and Project Manager, Geochemical Applications Int'l, Inc.

Facilitated and supervised large geochemical sampling projects related to mineral exploration and discovery through sample collection and analysis, data organization, and field crew management.

MEMBERSHIPS:

Colorado Bar Association, Water Law Section, Environmental Law Section

Colorado Environmental Management Society, Board Member

Colorado Water Congress

Foundation for Natural Resources and Energy Law

EDUCATION:

University of Colorado Law School, J.D. 2021

Notes Editor, Colorado Environmental Law Journal

Student Attorney, Acequia Assistance Program

Colorado State University, B.A., *cum laude*, Natural Resource Economics

ADMISSIONS TO PRACTICE:

Colorado Supreme Court 2021



6400 S. Fiddler's Green Circle
Suite 1000
Greenwood Village, CO 80111
Phone (303) 796-2626
Fax (303) 796-2777
ahendricks@bfwlaw.com

April D. Hendricks

PROFESSIONAL EXPERIENCE:

Burns, Figa & Will, P.C., Greenwood Village, Colorado

Shareholder, January 2022 - Present

Associate Attorney, June 2019 – December 2021

- Advise clients regarding the acquisition and sale of water rights, including preparation of sales and lease contracts, conducting due diligence investigations for water rights purchases, and preparing conveyance documents.
- Advise and represent governmental entities, businesses, and individuals in adjudicating new water rights, and maintaining, changing, and protecting existing water rights by filing and participating in actions in Water Court.
- Assist and counsel clients regarding the water rights abandonment process and prepare related objections to abandonment lists.
- Advise clients regarding acquisition and sale of real property, including preparation and negotiation of purchase and sale agreements, leases, easements, and deeds, and conducting title research as necessary.
- Analyze proposed and newly enacted legislation to evaluate impact on clients' operations and advise clients regarding relevant changes to applicable law and policy.

Trout, Raley, Montañó, Freeman, Sinor, Thompson, P.C., Denver, Colorado

Associate Attorney, February 2013 – June 2019

Law Clerk, May 2011 - August, 2011, March 2012 – February 2013

- Conducted extensive legal research and drafted memoranda of law regarding a broad range of issues, including water law, municipal law, real estate law, and administrative law.
- Managed active caseload for various clients, with an emphasis on representation of water conservancy and conservation districts, ground water management district, and individual water rights owners.
- Researched, maintained familiarity with, and prepared extensive memoranda advising local government/district clients of requirements of election code, open records and open meetings laws, and procedures for conducting executive sessions.
- Reviewed, analyzed, and prepared contracts and other legal instruments, including deeds and easements involving conveyances of water and real property, and conducted related due diligence investigations and title research.
- Analyzed proposed and newly enacted legislation to evaluate impact on clients' operations and advised clients regarding relevant changes to applicable law and policy.

EDUCATION:

University of Mississippi School of Law, J.D, *summa cum laude*, 2012.

- Mississippi Law Journal: Technical Editor (2011-2012), Staff Editor (2010-2011)
- Policy and Legislation Legal Clinic: Assist Mississippi State Department of Health in developing statewide policies and regulations to reduce exposure to environmental toxins in disadvantaged and low-income communities.
- Honors:
 - First Place: American Bar Association – Section on Energy, Environment, and Resources Environmental Justice Writing Competition (Univ. of Mississippi, Spring 2011).
 - Outstanding Student Awards: Administrative Law, Conflict of Laws, Environmental Law, Environmental & Toxic Torts, Secured Transactions.

Millsaps College, Jackson, MS, *summa cum laude*, with Honors in English, May 2009.

- Honors and Organizations: Phi Beta Kappa, Sigma Tau Alpha (English Honorary Society), Phi Mu Fraternity

ADMISSION TO PRACTICE:

- State Bar of Colorado 2013
- State Bar of Alabama 2013
- Colorado Supreme Court 2013
- United States District Court for the District of Colorado 2017
- United States Court of Appeals for the Tenth Circuit 2019

MEMBERSHIPS AND AFFILIATIONS:

- Colorado Bar Association
 - Chair, Water Law Section Executive Council, 2023-24
 - Coordinating Editor, Water Law Articles
- Water Education Colorado (Water Leaders Program, 2022)
- Colorado Water Congress
 - State Affairs Committee
 - Equality, Diversity, and Inclusion Committee
- Denver Bar Association
- Colorado Environmental Management Society
- Foundation for Natural Resources and Energy Law

PUBLICATIONS AND PRESENTATIONS:

- *An Overview of Colorado Easement Law*, COLORADO LAWYER (August-September 2020).
- *The Power of Community Action: Environmental Justice and Participatory Democracy in Mississippi*, 81 Miss. L.J. 769 (2012).



May 6, 2025

Mayor Wilcox and Board of Trustees
Town of Collbran
1010 High Street
Collbran, Colorado 8124

Re: Resignation as Town Attorney

Dear Mayor and Board of Trustees,

I regret to inform you that Wilson Williams Fellman Dittman will be ending our representation of the Town of Collbran as Town Attorney as of June 4, 2025, unless the Town is able to secure a new Town Attorney prior to that date.

After careful consideration, we have determined that myself and our firm can no longer effectively serve as Town Attorneys. Throughout our representation of the Town, despite our best efforts, we have been unable to establish a full and functional working relationship with the Town, most notably because of inconsistent and unclear direction from the Board of Trustees. In addition, it has come to our attention that individual Trustees have sought and relied upon the advice of their own independent outside legal counsel that may be inconsistent with advice from our office. The professional relationship between legal counsel and a client requires mutual trust, clear communication, and a level of comfortability and respect for the professional services that are provided by the attorney. Given the issues identified above, we believe Collbran would be better served by alternative counsel.

We are disappointed to have come to this conclusion. We entered into our relationship with the Town of Collbran with great expectations and hopes that we would have a long-term relationship serving you and the people of Collbran. If any of our insights might be of value to you as you prepare to engage future counsel, we would be happy to share our thoughts.

Sincerely,


Wilson D. Scarbeary



Town of Collbran Staff Report

April 2025

Town Clerk/Treasurer

Overview of Activities/Projects/Accomplishments

- Transmit Discretionary Funding Award Letters to Recipients
- Work with CIRSA-Special Events Program-3rd Party
- Monthly Utility Services
- Upload Board of Trustee Meetings and Work Sessions to Town's YouTube Channel
- Onboarding/Swearing In of New Trustees
- Utility Billing

Meetings Attended

- Apr 9, 2025 Board of Trustees Meeting
- Apr 22, 2025 Board of Trustees Work Session-CIRSA Training

Goals/Focus for Next Month

- CIRSA Renewal for 2026 due soon
- Obtain Notary Certification

Finance Director

Overview of Activities/Projects/Accomplishments

- ❖ Ongoing accounting to include accounts payable, payroll, banking, and general ledger reconciliation.
- ❖ Quarterly grant reporting
- ❖ Prepare and transmit audit reports and schedules to independent audit firm
- ❖ SLRF and State Revolving Fund annual reports filed

Trainings/Meetings Attended

- ❖ Weekly auditorium meetings with Asset Construction Management and Chamberlin Architects
- ❖ Met with School, County and Attorney on waterline project regarding easement modifications

MISC

- ❖ I have decided it is time for me to pursue other professional opportunities and have given the Interim Town Administrator my letter of resignation, effective May 7, 2025. The Broadband and especially the Auditorium projects are both very near and dear to my heart, and I had hoped I would be able to complete them before my departure. Since they will not be done as soon as I had hoped, I would like to complete those projects in a contractor role. Accordingly, I have offered to complete the grant and project administration for both projects for the nominal cost of \$230, plus an expense allowance of \$300, for a total not-to-exceed amount of \$530. I believe it will easily take 80 hours or more over the next six months to monitor, coordinate and complete all of the grant paperwork and compliance activities and complete grant closeout, and I am willing to contribute my unpaid time in order to bring these projects to final completion and make sure that the Town is able to stay in compliance with grant requirements and receive the monies awarded. This will help to keep the Town in good standing with DOLA and preserve your ability to get grants in the future.

As I have prepared for my departure over the last four months, I have been working to try to complete as many of the annual and quarterly projects as I possibly can. The quarterly grant reports and billings are current. I completed the end of year and quarterly processing for payroll. I will have the end-of-year closeout for the general ledger done and most of the audit items delivered to the Town's external auditor by the time I leave.

Unfortunately, there has been limited time to work with and train other staff to take my place, but I have attempted to provide step-by-step narratives when possible. Our Caselle utility billing/accounting system is very functional, and the customer support people are an excellent resource for training.

I understand that you are considering various options for staffing Town Hall, but I would strongly encourage you to hire someone dedicated at least part-time to the accounting/finance/budget functions without other demands on their time. This will also allow for adequate segregation of duties, which is a critical element of good financial management. I would recommend someone with prior experience in municipal accounting because the accounting for the Town is surprisingly complex. I wish you all good luck in the future. Sincerely, Karla Distel

Capital Improvement Plan Update

- Broadband – All of the necessary infrastructure is in place at the Carrier Neutral Location (CNL) building at Gandi Park, the end point of the Collbran Middle-Mile broadband fiber project. Region 10 is in the process of configuring the equipment along the I-70 route, which connects in Grand Junction and in Glenwood Springs. The latest update on lighting the fiber is June 2025. Aperion will be hanging the aerial fiber to the community anchor locations (Job Corps, Clinic, Fairgrounds, Sewer plant and PV School) within the next several weeks. The conduit has been placed in the alley to connect the PV Fire station, library, public works and town hall buildings and the fiber will

be pulled into the conduit when the aerial fiber is placed. As noted previously, the alley conduit veered a little of course and onto private property, so Apeiron will send their crew back to correct it at their cost. Staff is developing agreements and pricing recommendations for use of the fiber to the anchors and tower space by providers. We will present those to the Board for your consideration, and developing these for Board consideration would fall within the scope of the contract services Karla is proposing, see below.

- Auditorium – Asset Construction Management remobilized to the site on March 3, 2025. The structural steel subcontractor has placed the steel trusses and subcontractors continue to build up the internal framing. The mechanical/electrical contractors are preparing to begin plumbing and electrical work. Demo has started in the restrooms. The metal roofing/siding installation will begin around May 5 and Asset is keeping plastic on the building until then to protect it from the weather.

As part of their construction administration contract with the Town, Chamberlain Architects and other members of their team, including structural engineer Jeff Dunn of Lindauer Dunn, are making regular site visits to observe the work and confirm that plan specifications are being met. They have identified no major concerns.

The Board had an opportunity for the Board to tour the Auditorium worksite on May 6, 2025, prior to the Board meeting.

We have requested a second payment in the amount of \$159,832.48 from DOLA/CDBG. Staff will continue to request funds from CDBG and from the Mesa County contribution as work progresses.

- Plateau Valley School Waterline – Work has started on the project and the subcontractor (Skyline) has started laying pipe in the highway right-of-way, beginning at the school campus. As the construction team began working up at the new tank site, they identified opportunities to re-route the piping into and out of the tank in a new alignment that generally runs directly north from the tank downhill to Hwy 330 and ties into the existing waterline. This proposed route will require less piping and fewer valves/air valves and turns, so it should generally be easier to maintain in the long run. It will require a modified easement with the County, so we have been working with the County and KLJ/Wasatch Surveying for an updated survey and legal description so the easement can be modified and that will need to be approved by the Board in a meeting in the near future. The County filed the 25Q1 quarterly report for the project with DOLA, so they are set up to complete this function in the future. As contractor draws are approved monthly, this information should be provided to the County so they can request reimbursement from DOLA, as provided in the IGA.
- Hwy 330 Valve Replacement – Work is scheduled to begin May 5, 2025.

- Hoosier Ditch Water redundancy – Included in the RFP for Water Attorney services that you approved on 4/1/25 was a high-level summary of a project that would relocate the Town's point of diversion on the Hoosier ditch closer to the water treatment plant, eliminating the need to replace the existing Hoosier pipeline (estimated cost \$1.5 million or more) and improving system efficiency. This would allow the raw water source to be easily switched between the current springs and the Hoosier Ditch water right as needed, providing a redundant source of water and can likely be achieved at a much lower cost than the cost to replace the entire pipeline. The need for this redundancy became more apparent recently as the existing Hoosier pipe began leaking so badly that we are not able to use it. Mike and his PW team have worked out a short-term solution for irrigation at Gandi Park, but it will be critical to complete something to deal with the disintegrating pipeline soon. If we lose all ability to pull from Hoosier, and something happens at the springs, the Town will not have a source of supply for raw water at the water treatment plant. We recommend you continue to work with KLJ Engineering to refine this design and implement it.

Public Works Manager

Overview of Activities/Projects/Accomplishments

- Inspected and took pictures of sewer lines at School
- Readied Gandi Park for baseball practice and game
- Locates on new fiber line from DeBeque for County Road maintenance
- Installed new roping chute parts
- Installed new Vac Tron pressure regulator
- Trenched for new sprinkler lines at Gandi
- Installed sprinkler lines and sprinklers at Gandi
- Inspected new School water line daily
- Turned on Hoosier water line/turned off because of leak
- Installed temporary irrigation line in Hoosier to supply Gandi irrigation
- Tested main valve to county shop/working properly
- Had Mesa door systems service and fix shop doors
- Readied Park bathrooms for summer
- Readied Terrell for easter egg hunt
- Readied Baseball field for games at Gandi
- Mowed Parks

Training/Meetings Attended

- Met with Fire Marshal to test CNL fire suppression
- Met with School and FCI for school water line kickoff
- Met with Aperion on fiber conduit down alley by shop
- Met with Paloma/KLJ on Hoosier irrigation failure
- Met with Pioneer Construction, Angie, Karla, and KLJ
- Budget update with Angie and Karla

Goals/Focus for Next Month

- Tap main on Pinion for new water service

Town Administrator

Overview of Activities/Projects/Accomplishments

- Board Retreats Preparation & Cancellations
- Water Rates Study
- Utility Billing Issues
- Fee Schedule
- Resolution Drafting
- Organizing Board Trainings
- Update website
- Coordinate and Prepare Board Meeting Materials and Public Notices
- General Duties (e.g. provide desk and phone customer service, clean town hall, manage staff and contractors, etc.)
- Prepare final report to the Board

Training/Meetings Attended

- PVSD waterline meetings
- Auditorium Meetings
- Board Meetings
- Regional and State Partner Meetings
- Meetings with Consultants and Contractors
- Water Rates Study Meetings
- Preparation for and Cancellation of Board Retreat x2
- Board Trainings (DOLA & CIRSA)

Goals/Focus for Next Month

- N/A professional services agreement for Interim Town Administrator expires May 9, 2025
contractor is not seeking renewal or extension

MISC

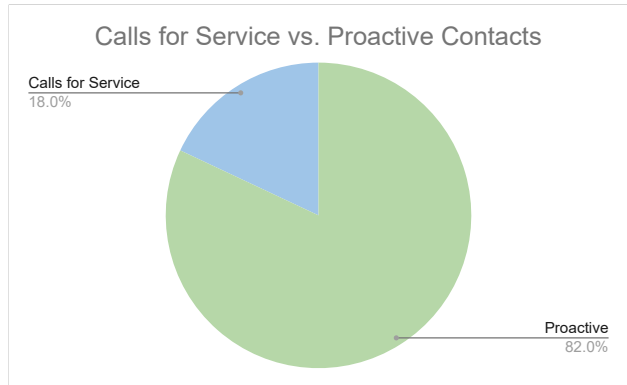
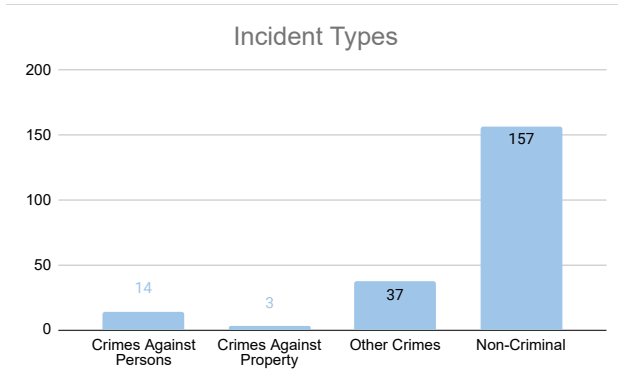
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Mesa County Sheriff's Office - Collbran Incident Report

January, February, and March 2025

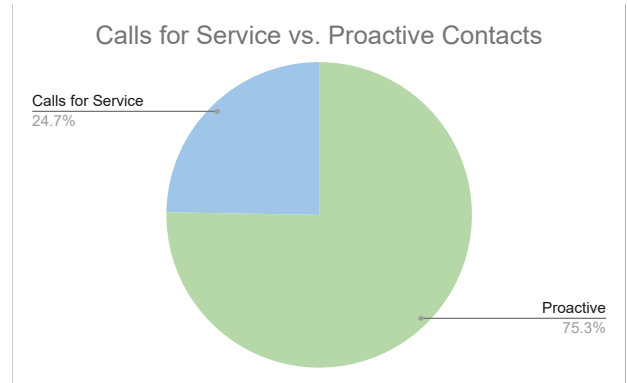
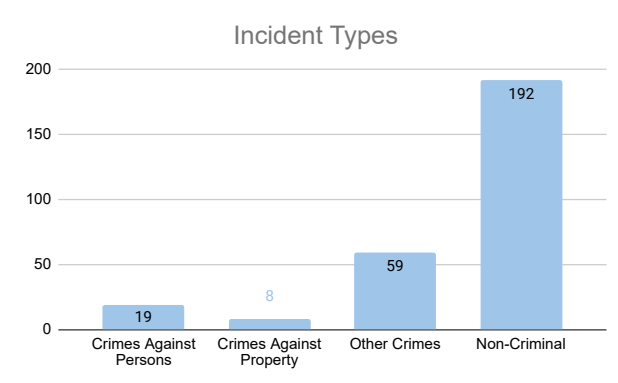
Collbran City Limits

Total Incidents in 1st Quarter 2025 - 211



Collbran City Limits and Larger Area

Total Incidents in 1st Quarter 2025 - 278



Crimes against persons include: abuse, assault, fraud/forgery, harassment, registered sex offender check, restraining order violations, sex assault, threats, and verbal arguments.

Crimes against property include: audible/burglar alarms, auto theft, burglary, loitering, trespass, theft, theft from auto, and vandalism.

Other crimes include: abandoned vehicles, animal complaints, drug/alcohol violations, follow up investigations, juvenile complaints, motor vehicle crashes, noise complaints, ped/traffic stops, possible shots, unattended deaths, wanted subjects, and weapons violations.

Non-criminal include: 911 hang ups, assists, building checks, civil incidents, coroner call outs, lost/found, emergency messages, missing persons, runaway/missing person, mental health concerns, search and rescue, suspicious activities, welfare check, and other misc items

Mesa County Sheriff Incidents - Collbran City Limits				
	January	February	March	Year 2025
Persons Crimes				
abuse report	1			1
fraud or forgery	1			1
harassment	1		2	3
registered sex offender check		3	4	7
restraining order violation			1	1
verbal argument			1	1
Total Persons Crimes	3	3	8	14
Property Crimes	0			0
audible/burglar alarm			1	1
theft			1	1
theft from auto			1	1
Total Property Crimes	0	0	3	3
Other Crimes				
animal complaint	2		6	8
drug violation		1		1
follow up investigation	3		1	4
juvenile complaint or problem	1	1	1	3
motor vehicle crash			1	1
noise complaint	1			1
ped stop	1	3	1	5
suspicious person, place or vehicle			3	3
traffic hazard/complaint/hazard	1	2		3
traffic stop	2	3		5
unattended death		1		1
wanted subject		1		1
weapons complaint or violation		1		1
Total Other Crimes	11	13	13	37
Non-Criminal				
building check	44	36	49	129
citizen assist	3	3	5	11
civil incident	2	1		3
civil process		1		1
coroner		1		1
information item	2			2
other / misc / assists			1	1
suicide attempt or threat of suicide		1		1
victim assistance call out		1		1
vin inspection		1	2	3
welfare check	1	1	2	4
Total Non-Criminal	52	46	59	157
TOTAL INCIDENTS	66	62	83	211

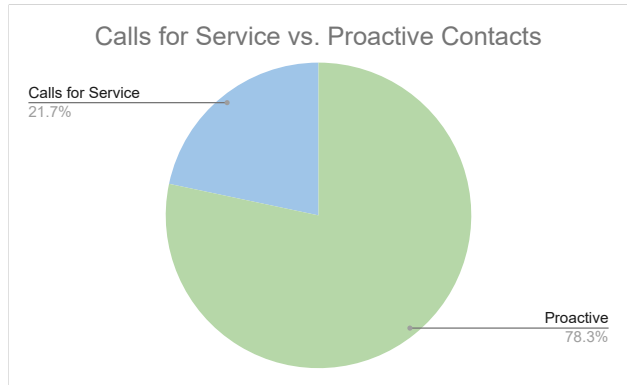
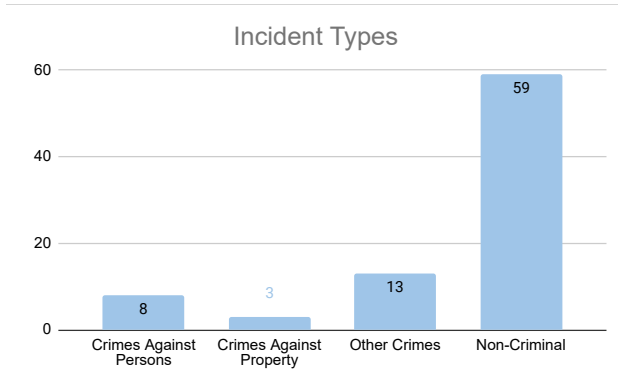
Mesa County Sheriff Incidents - Collbran and Larger Area				
	January	February	March	Year 2025
Persons Crimes				
abuse report	1			1
assault	1	1		2
fraud or forgery	1		2	3
harassment	1		2	3
registered sex offender check		3	5	8
restraining order violation			1	1
verbal argument			1	1
Total Persons Crimes	4	4	11	19
Property Crimes				
audible/burglar alarm	1		1	2
auto theft			1	1
theft			2	2
theft from auto			1	1
vandalism	1		1	2
Total Property Crimes	2	0	6	8
Other Crimes				
animal complaint	3		7	10
drug violation		1		1
follow up investigation	5	1	5	11
juvenile complaint or problem	1	1	1	3
motor vehicle crash	1	1	1	3
noise complaint	1			1
ped stop	1	3	3	7
possible shots in the area			1	1
suspicious person, place or vehicle	4	1	3	8
traffic hazard/complaint/hazard	1	2	1	4
traffic stop	2	4	1	7
unattended death		1		1
wanted subject		2		2
weapons complaint or violation		1		1
Total Other Crimes	19	18	23	59
Non-Criminal				
building check	45	38	51	134
citizen assist	7	3	7	17
civil incident	3	5	2	10
civil process	1	1	1	3
coroner		1		1
emergency message		1		1
information item	3			3
mentally unstable subject			1	1
other / misc / assists		1	4	5
suicide attempt or threat of suicide		2		2
victim assistance call out	1	2		3
vin inspection	2	1	4	7
welfare check	1	2	2	5
Total Non-Criminal	63	57	72	192
TOTAL INCIDENTS	88	79	112	278

Mesa County Sheriff's Office - Collbran Incident Report

March 2025

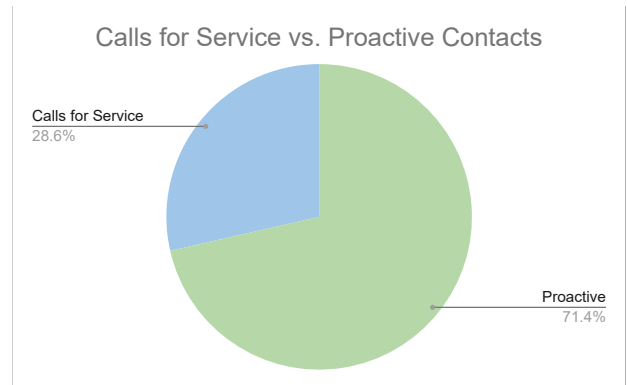
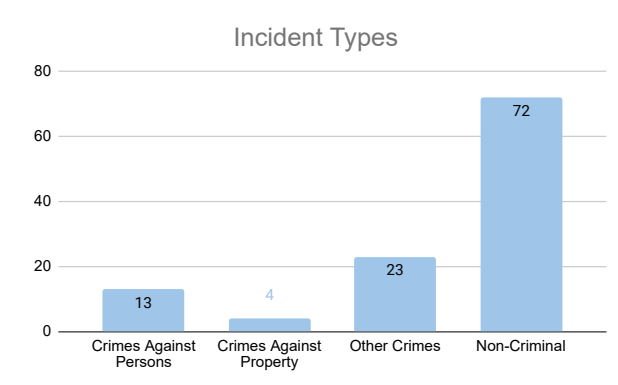
Collbran City Limits

Total Incidents in March 2025 - 83



Collbran City Limits and Larger Area

Total Incidents in March 2025 - 112



Crimes against persons include: abuse, assault, fraud/forgery, harassment, registered sex offender check, restraining order violations, sex assault, threats, and verbal arguments.

Crimes against property include: audible/burglar alarms, auto theft, burglary, loitering, trespass, theft, theft from auto, and vandalism.

Other crimes include: abandoned vehicles, animal complaints, drug/alcohol violations, follow up investigations, juvenile complaints, motor vehicle crashes, noise complaints, ped/traffic stops, possible shots, unattended deaths, wanted subjects, and weapons violations.

Non-criminal include: 911 hang ups, assists, building checks, civil incidents, coroner call outs, lost/found, emergency messages, missing persons, runaway/missing person, mental health concerns, search and rescue, suspicious activities, welfare check, and other misc items

Mesa County Sheriff Incidents - Collbran City Limits		
	March	Year 2025
Persons Crimes		
abuse report		1
fraud or forgery		1
harassment	2	3
registered sex offender check	4	7
restraining order violation	1	1
verbal argument	1	1
Total Persons Crimes	8	14
Property Crimes		0
audible/burglar alarm	1	1
theft	1	1
theft from auto	1	1
Total Property Crimes	3	3
Other Crimes		
animal complaint	6	8
drug violation		1
follow up investigation	1	4
juvenile complaint or problem	1	3
motor vehicle crash	1	1
noise complaint		1
ped stop	1	5
suspicious person, place or vehicle	3	3
traffic hazard/complaint/hazard		3
traffic stop		5
unattended death		1
wanted subject		1
weapons complaint or violation		1
Total Other Crimes	13	37
Non-Criminal		
building check	49	129
citizen assist	5	11
civil incident		3
civil process		1
coroner		1
information item		2
other / misc / assists	1	1
suicide attempt or threat of suicide		1
victim assistance call out		1
vin inspection	2	3
welfare check	2	4
Total Non-Criminal	59	157
TOTAL INCIDENTS	83	211

Mesa County Sheriff Incidents - Collbran and Larger Area		
	March	Year 2025
Persons Crimes		
abuse report		1
assault		2
fraud or forgery	2	3
harassment	2	3
registered sex offender check	5	8
restraining order violation	1	1
verbal argument	1	1
Total Persons Crimes	11	19
Property Crimes		
audible/burglar alarm	1	2
auto theft	1	1
theft	2	2
theft from auto	1	1
vandalism	1	2
Total Property Crimes	6	8
Other Crimes		
animal complaint	7	10
drug violation		1
follow up investigation	5	11
juvenile complaint or problem	1	3
motor vehicle crash	1	3
noise complaint		1
ped stop	3	7
possible shots in the area	1	1
suspicious person, place or vehicle	3	8
traffic hazard/complaint/hazard	1	4
traffic stop	1	7
unattended death		1
wanted subject		2
weapons complaint or violation		1
Total Other Crimes	23	59
Non-Criminal		
building check	51	134
citizen assist	7	17
civil incident	2	10
civil process	1	3
coroner		1
emergency message		1
information item		3
mentally unstable subject	1	1
other / misc / assists	4	5
suicide attempt or threat of suicide		2
victim assistance call out		3
vin inspection	4	7
welfare check	2	5
Total Non-Criminal	72	192
TOTAL INCIDENTS	112	278



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Invoice & Project Update Memo

Date: April 24, 2025
To: Town of Collbran – Angie Sprang, Interim Town Manager
Copy to:
From: Jason Reimer, PE
RE: Invoice and Project Summary

Remarks

This summary provides an overview of the tasks and deliverables completed during the most recent invoice period. Below, the work performed is detailed and organized by project number, including descriptions of activities and relevant accomplishments. This summary serves as supporting documentation for invoicing purposes, providing clarity and accuracy for your review.

Project No. 2404-00219-01 Task 1: 2024/25 On-Call Eng Services

KLJ provided a memo to describe the Hoosier Ditch diversion project and desire to relocate the point of diversion downstream of the current point. This memo was provided for the search for a town water attorney.

Project No. 2404-00219-01 Task 2:

Terrell Park Subdivision Review – Invoice No. 10223197

KLJ Engineering provided planning and engineering support for the Terrell Park Subdivision, focusing on coordination and review tasks during the month. Services included document review, meetings with town officials, preparation of staff reports, and facilitation of a Town Board agenda item for sketch plan approval. Travel and presentation support were also provided, including coordination of the final plan application and a legal memo for the town's water attorney. The work involved multiple staff members contributing to a comprehensive planning and approval process for the subdivision.

KLJ has been providing review comments to the developer and assisting the Town with the application process for a new housing development. The developer had the board notification meeting in March and the Town is now awaiting construction plans for the development.

Project No 2404-00219-03 Task 3:

Water & Wastewater Models – Invoice No. 10223198

KLJ's Contract Administrator reviewed project documents and provided coordination services to provide the work aligns with the project scope. The project will be put on hold until the Highway 330 valve project is complete.



KLJ did a water and wastewater capacity study on the Town of Collbran which included flowing fire hydrants and calibrating a water model. It was determined that a broken air vac and valve was restricting flow to the east side of town and not providing adequate flows or pressure. The result of this kicked off another project (Hwy 330 Valves) to design and provide construction management for the new valves along Highway 330.

Project No 2404-00219-06 Task 1:

Hwy 330 Valves CM & Observation – Invoice No. 10223199

KLJ's Project Controls Specialist assisted with project setup and contract management. The majority of this project has been billed in April and will be shown on the next invoice.

This project is for the construction management and observation for the valve replacement project. The project has awarded a bid and is currently obtaining CDOT utility permits and planning logistics for construction in the coming months.

Project No 2404-00219-07 Task 1:

PVSD Waterline Construction – Invoice No. 10223200

KLJ's Project Controls Specialist assisted with project setup and contract management. The majority of this project has been billed in April and will be shown on the next invoice.

Plateau Valley School District is putting in a waterline along Highway 330 to connect the school to Town water. The construction and design was done by PVSD engineers and will ultimately belong to the town to maintain. Construction will begin in April and will be reflected in the next invoice.



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Memorandum

Date: May 2, 2025
To: Town of Collbran, Angie Sprang
Copy to:
From: Paloma Wilson, KLJ
RE: Hoosier Pipeline Failure

The Hoosier line has suffered a break between the current diversion point and the diversion box at the Water Treatment Plant (WTP). This failure resulted in water flooding on Highway 330 and the upstream diversion had to be shut down to avoid additional flooding on the highway and private property. While patching the line is an option, it is widely acknowledged that this would only serve as a temporary solution and could lead to continued issues in the future. The Town has expressed a clear preference not to patch the existing line as it will continue to break downstream because of the age and condition of the existing pipe.

As a short-term solution for the upcoming summer, the proposed plan is to utilize spring water more heavily, increasing pump operation to divert water into the WTP diversion box, and subsequently into Gandhi Park.

However, the short-term solution of relying heavily on the pumps would not benefit the town long-term. As part of the previous Hoosier ditch project, the Town has 60% plans to change the point of diversion downstream to the WTP property. However, this will require the review of a water attorney to make sure this is possible from a legal perspective. This would allow the Town to use its water rights and not impact any of the upstream landowners.

If the diversion can be routed to the WTP property, a variation of the 60% Hoosier Ditch plans could be implemented to take Hoosier Ditch water and use it for irrigation at the park. The proposed plan would include building a Coanda box at the northeast corner of the WTP on the Hoosier Ditch that is sized for the Town's water rights. This structure would allow for water to drop into the box and be diverted and connected into the existing diversion box north of the WTP where it could be connected to the existing system to water the park. This could also be expanded on in the future if the Town would like to move forward with turning the existing clear well into a sedimentation basin and use Hoosier water in the water treatment plant as a redundant water source to the springs.

This situation requires urgent attention—not only to maintain water flow to the park but also because the loss of water from the Hoosier line leaves the Town highly vulnerable. If the springs were to fail or become compromised, the Town could be left without a critical water supply.

A long-term fix is necessary for water security and infrastructure reliability.

Congratulations, you have won for now. I am now one of your constituents. You answer to me just as much as you answer to your friends. I am not going away and am watching your decisions and actions. You need to explain on the record why you are making the decisions that you are making, because all your constituents want to know why, not just me. If you make bad decisions, you will no longer have a spot on the board, because you will be voted out.

You need to be careful about the actions you take. You need to trust and respect your paid staff to do their jobs, that is why you hired them. Make an appointment and come in to talk with them respectfully if you have questions. Go through the chain of command. The staff will answer your questions if you let them. If you continue to micromanage your staff, they will quit, and nobody will work for you, including your friends. You are not the professionals of the Town. Your paid staff are professionals trained to carry out the mission and policies that you set out for them. Do not tell them how to do their jobs. Give them the vision. If you continue to stick your nose into the professionals' business, they will quit, you will be sued personally, and the Town may be sued. Do not continue to harbor the hostile workplace that some of you have created. You absolutely need the attorney at every meeting to try to protect the Town from illegal and ill-advised decisions.

You need to make sure you hire enough staff to do the job required within Town Hall. You can't just have a Clerk and Recorder/Treasurer. There is too much work and too many checks and balances for one or two people. They don't all have to be full-time, but at least one of them does. So much was accomplished when we had a full-time Administrator/Clerk and Recorder with a part-time Finance Director and a full-time Administrative Assistant. Whether you hire an administrator or a Clerk and Recorder, whatever the title, that person is still the administrator for the Town and is the paid "boss" for the Town. They need to oversee the paid staff, not the Board. You should have one person answering to you and the rest of the staff answers to that person. Once again, checks and balances.

If you think there is a wrongdoing happening, you need to bring facts to the Administrator and the Board so that it can be properly investigated. Spreading unsubstantiated rumors based on "credible hearsay" does not fix anything and may get yourself sued for slander and libel. If something illegal or wrong is happening it needs to be fixed the correct way.

You need to respect what past boards have done even if you don't agree with the actions. The decisions have been made, move on, especially regarding the auditorium and law enforcement. As you have been told, the auditorium renovation is more than 50% funded by grants. If you stop the renovation now, you will have to pay back those grants costing the Town hundreds of thousands of dollars. There is no grant money available for new

buildings. The property taxes of the Town residents have not been raised due to the renovations of the auditorium. Once the auditorium is finished, people will want to use it again, and it will be available year round, helping to pay for itself.

As you have also been told by more than one administrator, the contract with the Mesa County Sheriff's office is the most cost effective way to provide law enforcement for the Town. The Town cannot afford to provide its own law enforcement including all the required services for the cost of the contract we have with the Sheriff's Department. Having our own Marshal's office will require a budget at least twice what is currently budgeted for law enforcement. Where is that money going to come from? Previously, our Marshal's Office was woefully underfunded and undermanned. We have never had 24/7 law enforcement. We just had one or two overworked and underpaid marshals.

The Town needs to continue look forward. There are infrastructure projects that need to be planned and executed. These projects don't get done in six months, they take two or three years of planning, design, and construction. You can't fix things with a backhoe, shovel, and baling wire anymore. There are rules and regulations on how things need to be done.

Through careful management of funds, the Town has a substantial rainy day fund that can be leveraged to earn grants and low interest loans for major projects. The past administrations have done a great job of getting major infrastructure projects done without going into debt. Make sure you do not squander those funds. There will be a time when the Town needs them.

Above all, you need to respect the citizens of this Town. You do not have a mandate to do whatever you want. You have an obligation to do what is right for the Town. Worrying over minutiae is not what is best for the Town. Worrying about the infrastructure and the businesses is. If you continue in the direction you are going, the voters will turn against you in larger numbers than what it took to recall me. Your decisions are being watched. Make good ones.