



**Collbran Board of Trustees
Special Meeting Agenda
Tuesday, May 20, 2025, 6:00 PM**
Collbran Town Hall 1010 High Street
and Via Zoom
[Join the Meeting via Zoom](#)

1. Call to Order
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. Approval of Resolution 11, Series of 2025
A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF COLLBRAN, COLORADO
APPROVING AN AGREEMENT WITH BRUCE SMITH CONSULTING INC. FOR PROFESSIONAL
SERVICES
7. Discussion Regarding Town Water Rights; Article 16, Section 7-Colorado Constitution
8. Discussion Regarding Office Procedures
 - a. Door Locks
 - b. CORA Requests
 - c. Board Meetings
9. 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 Board 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 on 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.

**TOWN OF COLLBRAN, COLORADO
RESOLUTION NO. 11
SERIES OF 2025**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
COLLBRAN, COLORADO APPROVING AN AGREEMENT WITH
BRUCE SMITH CONSULTING INC. FOR PROFESSIONAL SERVICES**

WHEREAS, the Town of Collbran, Colorado (the “Town”) has the authority to enter into contracts for any lawful purpose pursuant to C.R.S. §§31-15-101, *et. seq.*; and

WHEREAS, the Town government in many ways lost continuity during the last several years and desires to reset itself financially and philosophically; and

WHEREAS, the Board of Trustees of the Town desires an experienced Colorado Municipal Government Contractor to assist in these endeavors; and

WHEREAS, Bruce Smith Consulting Inc. is such a Contractor and is specifically expert in the Town of Collbran; and

WHEREAS, the Board desires a professional services contract for a period of approximately six (6) months; and

WHEREAS, on May 16, 2025 the Board of Trustees, during a special meeting, authorized and directed that a Contract be executed with Bruce Smith Consulting, Inc.

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

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

Section 2. the Board approves the Professional Services Agreement attached as Exhibit A.

Section 3. The Board authorized the Mayor to make any non-material corrections to the Professional Services Agreement which do not increase the financial obligations of the Town and authorize the Mayor or Mayor Pro Tem to execute the Professional Services Agreement on behalf of the Town and for the Town Clerk to attest their signature.

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

THIS RESOLUTION was read, passed, and adopted by the Collbran Board of Trustees at the Special Meeting held this 20th day of May, 2025.

TOWN OF COLLBRAN, COLORADO

By: _____
Kendall Wilcox, Mayor

ATTEST:

Dustie Colella, Town Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into effective the ____ day of May, 2025, by and between the Town of Collbran, Colorado ("Town") and Bruce Smith Consulting, Inc. ("Consultant"). The Town and the Consultant are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, the Town desires that Consultant perform the services of staffing evaluation, advisement and general assistance, in accordance with the provisions of this Agreement; and

WHEREAS, Consultant desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

Section 1. Consultant shall perform such advisory and consulting services as the Board may specify at regular and/or special meetings. The Mayor, in between any scheduled meeting, may amend by additions or deletions to the work authorized by the Board. The Mayor may suspend this Agreement by giving Consultant two (2) weeks written notice. Following such suspension the Board shall review and either terminate or re-authorize the Agreement, with or without amendments.

Section 2. Consultant shall not be an employee or officer of the Town and shall have no authority to direct, hire or terminate any employee or contracts. Consultant specifically is not authorized to execute any documents on the Town's behalf or direct any employee or officer.

Section 3. The Town shall indemnify and defend Consultant as it would an employee and/or officer of the Town. The Town shall not under any circumstances sue Consultant or any person associated with Consultant. In the event the Town files a suit against Consultant or any person associated with Consultant, the Town shall immediately pay Consultant or the associated person non-refundable, non-recoverable sum of fifty thousand dollars (\$50,000.00).

Section 4. Compensation and Hours.

- A. Expenses. The Town shall pay Consultant on about the first day of every month beginning June 1, 2025 the sum of \$750.00 for expenses. Such expenses shall reimburse Consultant for maintaining home or office, internet/StarLink, computer and appurtenances, travel and other expenses.

- B. Other Compensation. The Town shall pay Consultant \$125.00 per hour based upon an invoice submitted by Consultant to the Mayor on the 15th and the last day of each month. The Mayor may disapprove of the Consultant invoices in which case this Agreement shall be automatically suspended. Consultant shall work primarily from the Town Hall and at Town facilities rather than his home office, except as approved by the Mayor and/or Board of Trustees. Consultant shall work in the Town Hall such hours as directed by the Mayor and/or Board of Trustees, and shall be available to the Mayor and each Trustee 24 hours per day.

Section 5. The Town shall pay no fringe benefits.

Section 6. Consultant shall not attend meetings, county or State court and State agencies, except as directed by the Mayor and Board.

Section 7. The Town specific matters are to be top priority for Consultant. Those include but are not limited to:

- A. Job descriptions, advertising, vetting and hiring of Town Manager and other staff;
- B. Review and evaluation of financial condition of the Town including but not limited to preparation of the 2024 audit;
- C. Wastewater treatment plant permit;
- D. Pending subdivisions;
- E. Review and report regarding Town owned water rights.

CONSULTANT:

Bruce Smith

TOWN OF COLLBRAN

Kendall Wilcox, Mayor

ATTEST:

Dustie Colella, Town Clerk