



Collbran Board of Trustees
Regular Meeting Agenda
Tuesday, July 01, 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. Bruce Smith Update
7. RESOLUTION NO. 16, SERIES 2025 - A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LEGAL SERVICES AGREEMENT BETWEEN THE TOWN OF COLLBRAN AND DUFFORD WALDECK, LLP.
8. RESOLUTION NO. 15, SERIES OF 2025 – A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF COLLBRAN, COLORADO APPROVING AN UPDATED EMPLOYMENT AGREEMENT FOR INTERIM TOWN CLERK/TREASURER
9. Discussion Regarding Water Service/Taps for Property Owned by Forrest Towns and Bonnie Betts
10. Discussion Regarding Delegating Authority to Administratively Approve Certain Minor Building Permits
 - a. Memorandum from Kat Herbert
 - b. RESOLUTION NO. 17, SERIES OF 2025, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF COLLBRAN, COLORADO DELEGATING AUTHORITY TO ADMINISTRATIVELY APPROVE CERTAIN MINOR BUILDING PERMITS
11. Updates on Broadband and Auditorium Projects – Karla Distel
12. Staff Updates
 - a. Incident Reports from Mesa County Sheriff for May 2025 – informational only and for Trustee review
13. Trustee Informational, Items for Future Agenda, Upcoming Meeting Dates TBD by Board
 - a. Call July 15, 2025, Special Meeting (not work session); Second Reading of International Codes Adoption Ordinance
14. Adjournment

To: Mayor & Trustees

From: R. Bruce Smith

Subject: Report

Date: June 27, 2025

The following is a summary of Info of interest. Let me know if you desire more detail or clarification.

1. Attached please find The International City Management (ICMA) Code of Ethics. (THE ICMA is an organization of professional city managers and executives, rather than elected officials. So, I might be a member, but the Mayor and Trustees might not.) The Code of Ethics is attached for your review for two primary reasons: 1.) By inference, it outlines the responsibilities of the Board members while specifically stating the responsibilities, ethics, and attitudes of the Town Administrator; 2.) It is recommended that the Board should carefully consider the ICMA Code of Ethics when selecting an Administrator.

Article 6 is especially relevant. THE BOARD MAKES POLICY. The Administrator and staff implement the Board policies fairly, efficiently, and equitably. Both the Administrator and Board have fiduciary responsibility for the Town government and are to be open (transparent) to the citizens.

2. Attached is the most recent job description for Town Administrator. Also attached is the job announcement utilized in 1982 for the Circuit Rider Town Administrator. At this time, I do not believe that the Board is in a position to hire an Administrator. Far too many basic essentials need to be brought up to date if your new administrator is to be successful.
3. Attached is a letter from Connie Hulst regarding the workmen's compensation claim of Distel. The details are confidential personnel matters. The settlement may be reflected in future work comp premiums and accordingly only the decision is made available to the Board.
4. In the past the Town has used Pre-Annexation Agreements in a manner I consider inappropriate. Pre-Annexation Agreements are appropriate only when)1) the Board desires to provide a municipal service beyond its territorial limits, and (2) the property is not immediately annexable. One such "inappropriate" Pre-Annexation Agreement was executed for Rainbow Trailer Park. It is attached.

The property was (and still is) legally capable of being annexed. The 1/6 contiguity requirement is far exceeded. The agreement also claims to be a “bulk water sales” agreement. To the best of my knowledge the municipal code does not authorize “bulk water sales”, instead, the Code provides for in-town and out-of-town taps as well as monthly charges and water metering. Without inspecting the property, the applicable water tap fees cannot be computed, but the tap fees for 30 trailers alone (out-of-town) is \$270,00. The RV spaces, motel laundry and so forth would significantly increase the total. The applicable tap fees should have been collected prior to connection. Instead, the agreement makes no mention of tap fees.

I recommend that the Board directs the staff and Attorney to initiate the annexation process and to ascertain the amount of tap fees and to collect or make arrangements for collection, subject to the Board’s approval.

Please recognize that the failure to annex the property has cost the Town in many ways. Property taxes are an obvious loss. Less obvious are Conservation Trust Funds, cigarette taxes, and any other revenues apportioned on the basis of population. Also, sales taxes on vehicles and goods delivered to addresses in the Rainbow Trailer Park have not been paid to the Town. Finally, all other water customers have been subject to rate increases since 2016. It has not been confirmed that the rate charge Rainbow Trailer Park was likewise increased.

5. Unless the Board directs to the contrary, it is planned to hire Christine Strouder CPA at \$200.00 per hour to bring the accounting up to date, assist with closing the 2024 books and to perform the monthly accounting going forward. She estimates 1.5 days per month. I estimated 2 days per month. In any case the annual savings will be about \$20,000.

ICMA Code of Ethics

The principles outlined in the ICMA Code of Ethics and enforced by the Rules of Procedure govern the conduct of every member of ICMA.

— EST. 1924 — CODE OF ETHICS

Download the ICMA Code of Ethics

[Full Version](#) (With Guidelines)

[Tenets-only Version](#) (Suitable for Framing)

Adopted in 1924, the ICMA Code of Ethics defined the principles that today serve as the foundation for the local government management profession and set the standard for excellence. Leadership in a management structure committed to equity, transparency, integrity, stewardship of public resources, political neutrality, and respect for the rights and responsibility of elected officials and residents strengthens democratic local governance.

ICMA members pledge to uphold these principles in their conduct and decisions in order to merit the trust of the public, elected officials, and staff they serve. As a condition of membership, ICMA members agree to submit to a peer-to-peer review under [established enforcement procedures](#) should there be an allegation of unethical conduct. Members who are working for a local government in any capacity are required to follow all 12 Tenets of the Code. Members who are students, elected officials, fully retired, working for a state or federal agency, or in the private sector are required to follow Tenets 1 and 3.

ICMA's Code of Ethics includes Guidelines, adopted by the ICMA Executive Board in 1972, to assist members in applying the principles outlined in the Code. The Tenets were most recently amended in May 2025 and the guidelines in June 2023. ICMA encourages individuals seeking confidential advice on ethics issues to contact Jessica Cowles, ethics director, at jcowles@icma.org or 202-962-3513. Anyone wishing to file an official complaint can contact Camilla Posthill Conners, ethics senior program manager, at cconners@icma.org.

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

Tenet 1

We believe professional management is essential to effective, efficient, equitable, and democratic local government.

Tenet 2

Affirm the dignity and worth of local government services and maintain a deep sense of social responsibility as a trusted public servant.

Tenet 3

Demonstrate by word and action the highest standards of ethical conduct and integrity in all public, professional, and personal relationships in order that the member may merit the trust and respect of the elected and appointed officials, employees, and the public.

Tenet 4

Serve the best interests of all community members.

Tenet 5

Submit policy proposals to elected officials; provide them with facts, and technical and professional advice about policy options; and collaborate with them in setting goals for the community and organization.

Tenet 6

Recognize that elected representatives are accountable to their community for the decisions they make; members are responsible for implementing those decisions.

Tenet 7

Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.

Tenet 8

Continually improve professional capabilities and those of others while fostering growth and development through ethical leadership and effective management practices.

Tenet 9

Keep the community informed on local government affairs. Encourage and facilitate active engagement and constructive communication between community members and all local government officials.

Tenet 10

Oppose efforts to interfere with professional responsibilities by consistently executing official duties, policies, and processes with an unwavering commitment to unbiased public service.

Tenet 11

Manage all personnel matters with fairness and impartiality.

Tenet 12

Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

Topics

[Code of Ethics](#)

[Ethics](#)

TOWN OF COLLBRAN

Town Administrator

Department/Division: Administration
Job Title: Town Administrator
Location: Collbran Town Hall, 1010 High Street
Effective Date:
Revision Date:
Salary: TBD
Exempt

General Statement of Duties

This position shall be appointed by the Board of Trustees and shall serve at the pleasure of the Board. As the Town Administrator, this position shall be the chief administrative officer of the Town of Collbran and is immediately responsible and accountable to the Board of Trustees. The Town Administrator shall direct the day-to-day operations of the Town government. Areas of responsibility include but are not limited to: recommend to the Board procedures regarding the efficient and effective administration of all municipal affairs, oversee all personnel matters including direct management of department heads, and carry out policies and objectives established for the Town by the Board of Trustees.

Supervisory Responsibilities

This position provides day-to-day management to the Finance Director, Marshal, Public Works Supervisor, Administrative Assistant or other positions that may be created.

Duties and Responsibilities

The following statements are illustrative of the essential functions of the job and do not include other nonessential or peripheral duties that may be required. The Town of Collbran retains the right to modify or change the essential and additional functions of the job at any time.

Management Responsibilities: Approve timesheets, requests for time off, scheduling changes as needed. Improve interdepartmental communication, assist in identifying opportunities, ensure town processes and procedures are adhered to. Assist department heads in developing strategic plans for achieving department goals. Conduct annual performance reviews. Assist department heads with personnel management, management and implementation of annual budget including monitoring, requests for amendments if necessary. Delegates as appropriate to the Administrative Assistant. Oversees professional and consulting services agreements entered into by the Town, including engineering, architectural, financial and legal agreements.

Financial Responsibilities: Work with the Finance Director to develop the annual budget. Implement the budget in partnership with department heads throughout the year.

Human Resources: Ensure all personnel matters are managed accordingly, including Employee Handbook utilization, employee drug testing, employee benefit programs, employee training and other employee services.

Conducts regular staff meetings to review progress, budgets, strategies and plans for the Town.

Public Liaison: Communicates with and interacts with the public daily to ensure all pertinent Town information and questions are answered. Places high priority on quality customer service and demonstrates continuous effort to improve operations.

Meetings: Attends meetings of the Board. Advises the Board on all matters coming before it. Prepares a monthly Town Administrator report that summarizes all activities from across all departments and informs the board of town operations. Provides guidance to the Town Board in implementation of statutory requirements and policy decisions. Attends local and regional meetings to represent Collbran as directed by the Town Board.

Provides planning and support to Town boards and commissions. Prepares and distributes meeting agendas, packets, and related materials. Coordinates and schedules work sessions and informational meetings.

Project Management: Manages the Town's strategic plan and updates it annually with the Town Board. Works with the Board and Department Heads to prioritize projects. Develops and supervises grant applications and awards. Works with Department Heads to oversee work performed on contracted projects to ensure projects are completed on time and within budget.

Other: Works closely with Town legal counsel on behalf of the Town.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential/additional duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential/additional functions.

Education, Training, Experience

The requirements listed below are subject to change by the Board of Trustees on a case-by-case basis.

- Any combination of education and experience equivalent to the completion of a Bachelor's Degree, Masters preferred, in business or public administration.

- Minimum of two to five years management experience in a city or county government.
- Experience with a statutory Colorado municipality preferred.

Knowledge, Skills, and Abilities

- Has general knowledge of Colorado municipal law which includes the operations, functions, policies, and procedures of same.
- Has knowledge of federal and state employment laws.
- Has leadership training and skills and the ability to work as a member of a team to develop community solutions.
- Ability to deal with personnel matters effectively and efficiently.
- Highly organized, and able to multi-task effectively.

Language Skills

- Ability to read, analyze, and interpret general periodicals, government regulations, Town ordinances, Colorado Revised Statute, financial reports, and legal documents.
- Ability to respond to the common inquiries and/or complaints from the public, employees, or the Board of Trustees.
- Ability to effectively present information in one-on-one and small group situations to the public, employees, or Board of Trustees.
- Strong written and oral communications.
- Ability to define problems, collect data, establish facts, and draw valuable conclusions. Ability to apply principles of logical thinking to a wide range of intellectual and practical problems.

Other Skills and Abilities

- Demonstrates ability to use personal computer and associated hardware and software, calculator, fax machine, telephone, and copy machine.
- Knowledge of problem-solving skills, interpersonal relations, organizational skills, and detail oriented.
- Organization services and community resources.
- Spreadsheets and word processing software and computerized or automated billing software.

- English language, proper grammar, punctuation, and spelling in other oral and written communications. Current business letter writing techniques and methods.
- Apply appropriate decision making within scope of work procedures.
- Interpret and apply a variety of department policies and procedures.
- Maintain sensitive and confidential client information.
- Ability to work closely with the County, State, and Federal agencies.
- Perform varied administrative tasks. Example: Set deadlines and complete projects accordingly.
- Compose resolutions and draft legal documents.
- Preparation of Federal and State reports.

Environmental and Physical Conditions

- The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential/additional functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential/additional functions.
- While performing the duties of this job, the employee is regularly required to use hands to finger, handle or feel objects, tools, or controls, listen and talk. The employee is frequently required to sit and reach with hands and arms.
- Visual and physical capabilities to work on computers and associated equipment for prolonged periods of time.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.
- Requires the ability to sit and perform administrative and computer work for significant periods of time.
- The employee is occasionally required to stand, walk, climb or balance, stoop, kneel, crouch, or crawl.
- The employee must occasionally lift and/or move at least 25 pounds.
- Incumbent is required to work after normal work hours to attend governmental meetings.

Working Conditions

- Works under deadlines, stress, accuracy, standard office environment, and additional hours above and beyond normal work week when required. Work is primarily conducted indoors.
- There may be circumstances in which field work is necessary which may include travel in and out of the state.
- Field work and visits to various municipal facilities may require an ability to maneuver in construction sites, climb ladders or stairs, and ride in heavy equipment.
- The noise level in the work environment is usually moderate.
- While performing the duties of this job the employee occasionally works near moving mechanical parts.

JOB DESCRIPTION

CIRCUIT RIDER TOWN ADMINISTRATOR/PLANNER and UTILITY OPERATOR

GENERAL DESCRIPTION

The Circuit Rider Town Administrator and Chief Utility Operator serves at the pleasure of the Board of Trustees of the Towns of Collbran. The Administrator/Operator performs business management functions for the Town and is responsible for the operation of the water and wastewater utilities. Financial management and the coordination of intergovernmental relations are primary responsibilities. The Administrator/ Operator also serves as Town Planner. The Mayor of each Town provides general supervision for Administrator/Operator.

EXAMPLES OF DUTIES

I. ADMINISTRATIVE DUTIES: Develop and/or improve, for consideration for by the Town Board, administrative systems employed in the operation of the Towns including but not limited to:

- a). Financial reporting
- b). Public/Community relations
- c). Personnel management
- d). Ordinance development and codification
- e). Accounting and billing
- f). Office management
- g). Educate and inform the Board and act on their behalf

I. PLANNING DUTIES: Establish, for consideration for adoption by the Town Board, long-range planning processes for the Town that will address but not be limited to:

- a). Land use and development plans
- b). Zoning
- c). Subdivision regulation
- d). Manpower needs projection
- e). Capital improvement programming
- f). Recreation programming
- g). Utilities inventory and needs study
- h). Physical plant capacity
- i). Street Improvements
- j). Annexation

II. UTILITIES OPERATIONS: Supervise and operate the Towns' water and distribution systems and treatment plants, including but not limited to the following:

- i). Supervise and troubleshoot the operations of the water and waste- water treatment plants and collection and distribution systems
- j). Operate the water and wastewater treatment plants and collection and distribution systems as required
- k). Manage the design and construction of utility system improvements

IV. FINANCIAL MANAGEMENT: Develop, for consideration for adoption by the Town Boards, a set of financial administration policies and procedures including but not limited to: .

- i). Preparation and administration of the Towns' budgets
- j). Long-range expenditure projections
- k). Revenue forecasting
- l). Police pensions, workman's compensation, unemployment and liability insurance
- m). Deposit and investment of municipal funds
- n). Grantsmanship
- o). Grant management
- p). Utility rate structures
- q). Local tax burden

V. INTERGOVERNMENTAL RELATIONS : Maintain or improve, under the direction of the Town Board, the Town's communications and relations with:

- a). Other municipalities
- b). Mesa County
- c). The State of Colorado and its administrative agencies
- d). The Federal government and its administrative agencies
- e). Other local and regional jurisdictions and advisory bodies including impact teams

VI. MINIMUM QUALIFICATIONS:

- a). B.A. or B.S. in a major appropriate for the duties; examples include. public administration. political science. law and civil engineering.
- b). Three years of municipal management experience
- c). Knowledge of the operation and maintenance of water and waste- water utilities including familiarity with applicable laws
- d). Ability to pass the State of Colorado Class C Water and Waste- water Treatment Plant Operator's Certification est
- e). Knowledge of State and Federal laws effecting Colorado municipalities
- f). Knowledge of municipal accounting
- g). Ability to explain complex subject matter both verbally and in writing

VII. DESIRABLE QUALIFICATION :

- a). Master's Degree in Public Administration
- b). Class A Colorado Water and Wastewater Treatment Plant Operators Certificate

TOWN OF COLLBRAN

FINANCE DIRECTOR

Department/Division: Administration
Job Title: Finance Director
Location: Collbran Town Hall, 1010 High Street
Effective Date: 10/01/2018
Revision Date:
Reports to: Town Administrator/Clerk/Treasurer

General Statement of Duties

Performs a variety of complete professional and technical accounting and finance functions in maintaining the fiscal records and systems of the Town. Oversees the daily administration of accounting and finance functions of the Town of Collbran. Is responsible for directing and administering the Town policies and procedures and the overall efficient administration of fiscal records of the Town. This position reports to the Town Administrator.

Supervisory Responsibilities

N/A

Duties and Responsibilities

The following statements are illustrative of the essential functions of the job and do not include other nonessential or peripheral duties that may be required. The Town of Collbran retains the right to modify or change the essential and additional functions of the job at any time.

- Establishes and maintains a system of accounts for the Town as required by law; posts and reconciles all accounts; keeps a separate account of each fund and appropriation and debits and credits belonging thereto. Maintains a complete and accurate filing system of all accounts in accordance with State and Federal law.
- Is responsible for all aspects of bookkeeping and accounting work involving posting and maintaining accounts for journals and ledgers, preparing and maintaining financial records and reports, compiling municipal budget. Handles payroll operations, accounts payable, accounts receivable and general ledger in compliance with Colorado State laws and ensures adherence of Town departments to the budget.
- Actively researches and evaluates grant opportunities for alignment with Town initiatives and projects. Prepares, submits and presents grant applications to potential funders. Tracks and reports grant activities for compliance. Submits all financial and narrative reports required by grantor.

- Gathers and prepares financial data for studies, reports, grants, and budget.
- Prepares and files all State and Federal monthly, quarterly, and annual reports.
- Computes and processes payroll. Maintains employee benefit records. Assists Town Administrator with Human Resources duties. Evaluates and makes recommendations regarding employee health insurance, retirement and other benefit plans to Board of Trustees. Manages plans and ensures compliance.
- Reconciles account receivable entries. Maintains vendor records and files. Completes payment of receipts.
- Assists with collections.
- Prepares daily deposit slips for cash transactions and deliver to bank and electronically deposits checks. Prepares and updates ACH utility payments each month.
- Serves as Chief Financial Advisor and Investment Officer to the Town. Assists the Board of Trustees in the development of an investment policy for the Town. Makes investments according to that policy.
- Monitors revenues and expenditures to assure sound fiscal control.
- Works concurrently with Town Administrator and staff to develop, prepare, and present a proposed budget annually.
- Develops and prepares financial reports and plans.
- Supervises the collection of taxes, fees, and other receipts in accordance with laws and regulations.
- Provides financial direction in the development of short/long range plans.
- Advises the Board of Trustees on financial matters of the Town.
- Ensures annual audit completed in timely manner. Works closely with auditors in preparation and conduct of annual audit. Reviews and researches issue in response to requests from the auditors in regard to the Town's finances. Evaluates and develops internal control systems to protect Town assets. Assure compliance with all state and federal audit requirements.
- Prepares all bank reconciliation for all Town bank accounts.
- At the discretion of the Town Administrator, may be designated as purchasing agent for the Town. Manages Town debt and lease purchases.

- At the direction of the Town Administrator, responsible for filing property, casualty and liability claims as well as employee injury reports with insurers.
- Keeps an updated inventory of all fixed and disposable assets of the Town and its location. Is responsible for the custody of all such property.
- Makes all necessary financial wire transfers for the Town as directed by the Board of Trustees
- Performs duties as sales tax administrator monitoring receipts. Prepares reports and analyzes sales tax data.
- Submits written monthly financial report with all revenue and expenditures included to the Board of Trustees. Prepares a payables list and any financial reports as needed for approval by the Board.
- Other Duties and Responsibilities: Carries out other duties and responsibilities as assigned or necessary for the proper conduct of Town business.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential/additional duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential/additional functions.

Education, Training, Experience

- Bachelor's degree or major coursework from an accredited college or university in accounting or business management.
- Three (3) years of progressively responsible city/local government experience; or any equivalent combination of education, training, and experience that provides the required knowledge, skills, and abilities.
- Experience with fund accounting. Experience with Casselle preferred.

Knowledge, Skills, and Abilities

- Knowledge of modern office methods, and procedures. Skilled in the use of office machines, 10 key, Windows, Excel, Caselle, and internet.
- Knowledge of bookkeeping and generally acceptable accounting principles.
- Ability to define problems, collect data, establish facts, and draw conclusions. Has the ability to apply principles of logical thinking to a wide range of intellectual and practical problems.
- Ability to work accurately with frequent interruptions and deadlines.

- Ability to make routine computations and tabulations with speed and accuracy.
- Ability to establish and maintain effective working relationships with the Board of Trustees, employees, and the public.
- Knowledge of municipal principles and practices of budget preparation and fiscal administration.
- Excellent mathematical skills; detail oriented.
- Effective written and oral communication skills.
- Excellent organizational and time management skills.
- Ability to establish and maintain effective professional working relationships.

Language Skills

- Ability to read, analyze, and interpret general periodicals, government regulations, Town ordinances, Colorado Revised Statute, financial reports, and legal documents.
- Ability to respond to the common inquiries and/or complaints from the public, employees, or the Board of Trustees.
- Ability to effectively present information in one-on-one and small group situations to the public, employees, or Board of Trustees.
- Strong written and oral communications.
- Ability to define problems, collect data, establish facts, and draw valuable conclusions. Ability to apply principles of logical thinking to a wide range of intellectual and practical problems.

Other Skills and Abilities

- Demonstrates ability to use a typewriter, general computer skills, and associated hardware and software, calculator, fax machine, telephone, and copy machine.
- Knowledge of problem-solving skills, interpersonal relations, organizational skills, and detail oriented.
- Organization services and community resources.
- Spreadsheets and word processing software and computerized or automated billing software.

- English language, proper grammar, punctuation, and spelling in other oral and written communications. Current business letter writing techniques and methods.
- Apply appropriate decision making within scope of work procedures.
- Interpret and apply a variety of department policies and procedures.
- Maintain sensitive and confidential client information.
- Ability to work closely with the County, State, and Federal agencies.
- Perform varied administrative tasks. Example: Set deadlines and complete projects accordingly.
- Compose resolutions and draft legal documents.
- Preparation of Federal and State reports.

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- The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential/additional functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential/additional functions.
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- Visual and physical capabilities to work on computers and associated equipment for prolonged periods of time.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.
- Requires the ability to sit and perform administrative and computer work for significant periods of time.
- The employee is occasionally required to stand, walk, climb or balance, stoop, kneel, crouch, or crawl.
- The employee must occasionally lift and/or move at least 25 pounds.
- Incumbent is required to work after normal work hours to attend governmental meetings.

Working Conditions

- Works under deadlines, stress, accuracy, standard office environment, and additional hours above and beyond normal work week when required. Work is primarily conducted indoors.
- There may be circumstances in which fieldwork is necessary which may include travel in and out of the state.
- Field work and visits to various municipal facilities may require an ability to maneuver in construction sites, climb ladders or stairs, and ride in heavy equipment.
- The noise level in the work environment is usually moderate.
- While performing the duties of this job the employee occasionally works near moving mechanical parts.

**BULK WATER SERVICE
AND PRE-ANNEXATION AGREEMENT**

THIS AGREEMENT is made and entered into this 3rd day of February, 2015, by and between the TOWN OF COLLBRAN, COLORADO, a municipal corporation (hereinafter the "Town") and FREDERICK A. FELLER and ANNETTE C. FELLER, as the owner of the real property described hereafter (hereinafter "Owner");

WITNESSETH:

WHEREAS, Owner owns certain real property described in Section 2 below that is operated as the Rainbow Mobile Home Park and desires to obtain bulk water service from the Town; and

WHEREAS, Owner's property is presently capable of being annexed to the Town; however, an acceptable development plan has not been created for the Property and the Town is willing to provide bulk water service pursuant to the terms and conditions contained herein until such time as the Property is suitable for annexation; and

WHEREAS, the parties desire to enter into this Agreement pursuant to C.R.S. §31-12-121 to set forth the terms and conditions of the extension of such services by the Town.

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

1. Incorporation of Recitals. The foregoing recitals are incorporated herein as if set forth in full.

2. Property Served. The Town will provide bulk water service to Owner's property situate in the County of Mesa and State of Colorado containing approximately 6.6135 acres with a Mesa County Assessor Parcel No. 2667-341-00-133 (the "Property").

The street address of Owners' Property is: 57704 Highway 330, Collbran, Colorado

3. Bulk Water Use. The bulk water service provided to the Property shall be limited to thirty (30) mobile homes, ten (10) recreational vehicle spaces, four (4) motel units, one (1) shower house, one (1) laundry, one (1) garage and one (1) office only. All outside irrigation shall be with non-treated water and which irrigation system shall not be connected to the potable water system in any way. Owner and its agents, employees, and tenants shall be bound by all of the ordinances of the Town of Collbran insofar as they may pertain to the provision of the municipal water service. Owner agrees and acknowledges that no system improvement fees for such water use has been paid, and that, pursuant to the Collbran Municipal Code and federal and state constitutions, **no permanent right to Town water is created by this Agreement until such time as system improvement fees are paid.** The Town reserves the right to terminate such water service to the Property at its sole discretion, at any time and for any reason without

advance notice. Nothing herein shall be construed to obligate the Town to provide adequate fire flows for the Property.

4. Service Charges. Owner shall pay two hundred percent (200%) of the in-Town rate for water service to the Property subject to the rules, regulations, charges, fees, and ordinances of the Town of Collbran as are now in effect, or as they may hereafter be amended. A failure by the Owners to comply with all applicable provisions of the Collbran Municipal Code or with the terms of this Agreement shall constitute a material breach, and the Town shall be entitled to terminate this Agreement upon such a breach and/or to discontinue the municipal services provided hereunder.

5. Connection/Costs. All costs of extending service to the Property, including the water meter, will be borne by Owner. The Town shall review and approve plans for connection prior to the commencement of construction and shall have the right observe construction. Owner shall construct the connection and any line extensions pursuant to all rules, regulations and specifications required by the Town. Owner further agree to reimburse the Town for all engineering, legal, and associated fees and costs it incurs in the review and implementation of this Agreement.

6. Lien Rights. The Town shall be entitled to prepare and record a lien against the Property for the amount of any costs, fees, and other expenses which it has advanced or which the Owner is required to be pay pursuant to this Agreement and/or the Collbran Municipal Code. Such costs and fees include, but are not limited to service charges, all fees, recording, annexation, and staff review and document preparation fees and costs; and engineering and attorneys' fees.

7. No Precedential Value. Nothing herein shall obligate the Town to extend additional service to Owner or to the Property, other than that service described in Paragraph 3, above. There shall be no expansion of such service without the express written consent of the Town. All terms and conditions contained herein are in addition to all requirements of the Collbran Municipal Code, the Collbran Public Works Manual and state and federal statutes, and are not intended to supersede any requirements contained therein, except where specifically provided in this Agreement.

8. Time of Connection. Owner shall, at his expense, connect to the offered Town service pursuant to the Collbran Municipal Code within one (1) year of the date of execution of this Agreement and said connection shall comply with the requirements of the Town of Collbran Public Works Manual. In the event Owner does not make such connection within such one-year time period, this Agreement shall be null and void and of no precedential value, and all parties relieved of all obligations hereunder.

9. Regulatory Jurisdiction. The Town is only responsible for its public water system up to the bulk meter servicing the Property, and Owner shall be responsible for all improvements and meeting all regulations from the bulk meter throughout the Property. The Town shall have the right to terminate this Agreement in its sole discretion in the event the Colorado Public

Utility Commission, the Mesa County Commissioners, the Colorado Department of Health and Environment, or any other governmental entity or body asserts regulatory jurisdiction over the rates, fees, or charges the Town imposes pursuant to this Agreement or requires the Town to accept responsibility for the service lines on the Property.

10. Annexation. To the maximum extent permitted by law, the parties agree that this Agreement, pursuant to C.R.S. §31-12-121, constitutes an enforceable obligation upon the Owner, his successors, and assigns to annex the Property as required under the terms hereof. At such time as the Property is eligible for annexation to the Town, in the Town's discretion and as prescribed by statute or ordinance, Owner shall submit a petition for annexation to annex the Property to the Town. Owner shall pay all costs for review of the annexation petition, and all fees in Section 11 below, as required by the Collbran Municipal Code. The passage of time between the eligibility of the Property for annexation and the time the Town requests Owner to file a petition for annexation shall not constitute a waiver of the Town's right to enforce, or estop the Town from enforcing, the Owners' obligations under this paragraph.

11. Payment of Fees. Owner agrees to pay at the time of annexation all applicable fees for the Property and any other fees prescribed by Resolution or Ordinance as may apply to annexations to the Town (water rights dedication fees, system improvement fees, street impact fees, parkland dedication fees, etc.).

12. Termination Upon Annexation. This Agreement shall terminate automatically on the effective date of the annexation of the Property to the Town; provided, however, that nothing in this paragraph shall limit any other rights of termination provided in this Agreement. Upon termination after annexation, water service to the Property shall be provided pursuant to the Collbran Municipal Code and all applicable rules and regulations following the payment of system improvement fees.

13. Special Improvement Districts. Owner, upon execution of this Agreement and at any time thereafter, shall join in any street, curb, sidewalk, or other improvement district which may be formed by the Town and which affects the Property.

14. Failure or Refusal to Annex. In the event Owner fails to annex their Property to the Town as required by this Agreement, the Town may, at its sole option and without otherwise limiting its legal rights, bring an action at law or equity, including an action for specific performance, to enforce the terms of this Agreement, discontinue providing municipal service(s) to the Property, or treat this Agreement as a petition for annexation and annex the Property without consent after thirty (30) days' written notice to Owner. The rights and remedies under this paragraph shall be cumulative. To the extent permitted by law, Owner hereby appoints the Town Clerk as his attorney-in-fact to execute and deliver all documents necessary to annex the Property to the Town, should Owner fail or refuse to annex as required under this Agreement. If the Town proceeds to annex the Property as permitted under this paragraph, it may advance all fees and costs related to the annexation, and shall be entitled to recover the same as a personal obligation of Owner. Such fees and costs shall also constitute a lien against the Property, which may be foreclosed as provided by law.

15. Indemnification. Owner agrees to indemnify and hold the Town harmless from any and all claims or losses of any nature whatsoever incurred by the Town resulting from Owner's use of Town water on the Property or this Agreement for bulk water use. This indemnification shall include actual attorneys' fees incurred in the event that any party brings an action against the Town for any of the approvals described herein.

16. Waiver of Defects. In executing this Agreement, Owner waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on Owner as set forth herein, and concerning the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.

17. Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the Town of Collbran Code and Ordinances and the laws of the State of Colorado, and that Owner, when dealing with the Town, acts at its own risk as to any representation or undertaking by the Town officers or agents or their designees which is subsequently held unlawful by a court of law.

18. Binding Effect/Recording. All of the terms and conditions of this Agreement shall bind the heirs, successors, assigns, or personal representatives of the parties hereto. This Agreement constitutes a covenant which runs with the real Property and shall be recorded with the Mesa County Clerk and Recorder's Office. This Agreement sets forth the entire understanding between the parties, and any previous agreements, promises, or understandings have been included in this Agreement.

19. Authority. Each person signing this Agreement represents and warrants that he is fully authorized to enter into and execute this Agreement, and to bind the party it represents to the terms and conditions hereof.

20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

21. Notice. All notices shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to Town:

Town of Collbran
P. O. Box 387
Collbran, CO 81624


Notice to Owner:

Frederick and Annette Feller
59814 ME Road
Collbran, CO 81624

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

TOWN OF COLLBRAN, COLORADO

By



Mayor

ATTEST:


Town Clerk



OWNER:

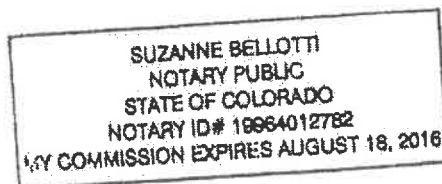


FREDERICK A. FELLER



ANNETTE C. FELLER

STATE OF COLORADO)
) ss.
COUNTY OF Mesa)



Acknowledged, subscribed, and sworn to before me this 31 day of March, 2015

2015, by FREDERICK A. FELLER and ANNETTE C. FELLER.

WITNESS my hand and official seal.

My Commission expires: Aug 18 2016

Suzanne Bellotti
Notary Public

TOWN OF COLLBRAN BOARD OF TRUSTEES

RESOLUTION NO. 2025-16

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LEGAL SERVICES AGREEMENT BETWEEN THE TOWN OF COLLBRAN AND DUFFORD WALDECK, LLP.

The following describes the intent and purpose of this resolution:

- a. the Town of Collbran is authorized to retain legal counsel to provide legal services necessary for the operation and governance of the municipality.
- b. The Board of Trustees published a Request for Proposals for legal services and reviewed responses from qualified law firms.
- c. Following an interview process, the Board has determined that the law firm of Dufford Waldeck, LLP, is the most qualified responsive candidate.

NOW THEREFORE, it is resolved by the Board of Trustees of the Town of Collbran, at a duly noticed meeting in which quorum is present, and upon the affirmative vote of a majority of the Trustees, as follows:

1. The Legal Services Agreement between the Town of Collbran and Dufford Waldeck, LLP, attached as **Exhibit 1**, is hereby approved.
2. The Mayor is hereby authorized and directed to execute the Legal Services Agreement on behalf of the Town.

ADOPTED this ____ day of _____, 2025, by the Board of Trustees.

Town of Collbran:

By: _____
Kendall Wilcox, Mayor

ATTEST:

Dustie Colella, Town Clerk

Date

-End of Document-

LEGAL SERVICES AGREEMENT

In consideration of the mutual promises and performances herein, DUFFORD WALDECK, LLP, a Colorado limited liability partnership ("Law Firm"), and the Town of Collbran ("Client"), agree to undertake legal representation as set forth in this Agreement.

1. Scope of Representation. Law Firm agrees to represent and provide legal services to Client in connection with civil municipal matters. Representation may include attending Board of Trustees or other public meetings; appearing on behalf of the Town of Collbran in courts or before administrative bodies; drafting contracts, ordinances, resolutions, memoranda, deeds, or other legal documents; providing opinion letters; responding to question from, and providing advice to the Mayor, Board of Trustees, and/or Town staff; and the like. The scope of representation will be controlled by the Client. The Mayor, Board of Trustees, and Town staff may request specific legal services as may be applicable to their respective roles, and as may be necessary from time to time.

a. If authorized by the Client, Law Firm may retain or consult with outside legal counsel who may provide specialized counsel on particular legal matters. Additionally, Law Firm will coordinate representation with other attorneys who may provide services to the Client, including outside insurance counsel. All such outside counsel arrangements shall be authorized by the Client in advance.

2. Billing Rates for Legal Services. Client agrees to pay Law Firm for all legal services provided under this Agreement. Law Firm will bill Client, on a monthly basis, for all time spent providing professional legal services in connection with the legal matters covered by this Agreement. Billing statements will specify in reasonable detail the tasks performed, all time associated with the tasks, all fees, and all costs incurred or paid by Law Firm. Time entries will be entered to the nearest 1/10th of an hour for time spent providing services.

a. The primary attorney handling this matter will be Christopher G. McAnany. Client will be billed at the rate of \$330.00 per hour for all time spent by the primary attorney. If appropriate, Law Firm may delegate tasks to other attorneys of the firm or paralegals, subject to supervision by the primary attorney.

b. Client will be billed for services provided by other attorneys within the Law Firm as follows: partners, \$330.00 per hour; associates, \$275.00 per hour; and paralegals, \$150.00 per hour.

c. Law Firm reserves the right to adjust attorney and paralegal hourly rates; however, it will not do so without first giving Client thirty (30) days' advance written notice of any change.

3. Payment of Costs. Client shall be responsible for reimbursement and payment of all costs incurred by Law Firm in connection with legal representation. Without limitation, costs and expenses may include recording and documentary fees; computerized legal research charges; fees for court filings; jury fees, expert witness fees, and consultant fees; court reporter charges; copying charges; process server charges; travel costs; and/or transcript costs. Where a specific cost

associated with representation is likely to be significant (such as a fee for an expert or outside consultant), Law Firm will confer with Client about the anticipated expense and Client will be responsible to either: (i) pay Law Firm in advance for the expense; or (ii) make direct payment to the outside provider.

a. Law Firm does not bill the following as separate costs: first class U.S. Mail; local and continental U.S. long distance telephone charges; U.S. long distance fax charges; and, copying tasks of fewer than one hundred (100) copies. Law Firm charges as itemized costs: all charges for outside the continental U.S. telephone and fax costs; registered, certified, and express mail (including Postal Service, FedEx, UPS, and other carriers).

b. Law Firm will bill Client at one-half (50%) of the regular hourly rate for attorney non-local travel time (outside of Grand Junction, Colorado), plus mileage at the standard business mileage rate allowed by the Internal Revenue Service, and costs, if any.

4. Timely Payment, Interest, Retainer, Termination for Non-Payment. All invoices are due and payable in full no later than thirty (30) days after issuance. Law Firm applies a three percent (3%) surcharge for credit card payments. No surcharges are applied when paying with ACH, check, or cash. All sums owing under this Agreement will accrue interest at the rate of twelve percent (12%) per annum, simple interest, thereafter until paid in full.

a. Law Firm shall not require a retainer for initial representation, but may require a retainer prior to undertaking a significant litigation matter, as mutually agreed in writing.

5. Absence of Warranty. Law Firm represents that it is impossible to predict how much time will be spent on legal representation. Client acknowledges that Law Firm has not indicated or promised a fixed or maximum fee in exchange for services. Client further acknowledges that: (i) Law Firm has made no promise or guarantee that any particular result will be obtained; (ii) any evaluations or estimates of exposure or liability are merely opinion; and (iii) the results of litigation and negotiation are inherently uncertain and impossible to predict with certainty. Client is also advised that in litigation it may be held liable for payment of an opposing party's costs and/or attorney fees if so ordered by the court.

6. Privilege. Law Firm represents only Client. Anything Client discusses with Law Firm is privileged from disclosure to third parties unless Client authorizes Law Firm to disclose the information or if disclosure is required or permitted by laws or rules governing the professional conduct of attorneys. If someone else whom Law Firm does not represent, such as a family member, financial planner, or other advisor of Client, is included in a meeting or copied on communications, the attorney-client privilege may be lost as to matters disclosed in that meeting or communication.

7. Withdrawal from Representation. Law Firm may withdraw from, or cease, representing Client and terminate the attorney/client relationship at any time if Client: (i) fails to pay any Law Firm invoice for attorney fees, costs, or expenses in full within thirty (30) days after the date of the invoice or statement; (ii) insists upon presenting any claim or defense or taking any position in negotiations or litigation that is, in Law Firm's opinion, not warranted under existing law, cannot be supported by good faith arguments for the modification or extension of the law, or

is contrary to Law Firm's advice; (iii) seeks to pursue what Law Firm believes to be an illegal or unethical course of conduct; (iv) insists that Law Firm engage in any conduct that is contrary to legal judgment or advice; (v) fails to cooperate in the representation by failing to communicate with Law Firm, failing to deliver documents, failing to make witnesses available for interview or similar process, or failing to attend meetings, hearings, depositions, or trial; or (vi) engages in any other conduct making it unreasonably difficult for Law Firm, in its sole discretion, to continue to represent Client. In addition, Law Firm may withdraw at any time to the extent representation would result in an actual or likely violation of the Colorado Rules of Professional Conduct or applicable law.

8. Client Rights and Obligations; Contact Information. Client shall be entitled to control the scope of services and the conduct of the representation, exclusive of purely procedural matters committed to the discretion of Law Firm. Law Firm will keep Client informed as to the progress of the representation, assigned tasks, and necessary dates for hearings, meetings, depositions, settlement conferences and trial, and related matters. If applicable, all settlement offers will be promptly communicated to Client.

a. Client is entitled to terminate representation at any time, subject only to payment for all earned and outstanding legal fees and costs. Upon termination of this agreement Law Firm will arrange for return of all Client files, which may be accomplished in electronic format.

b. Client is obligated to cooperate in the legal representation by actions which include but are not limited to: (i) timely providing requested documents and evidence; (ii) being available and making personnel available for attorney communications, interview, depositions, and trial; and (iii) providing truthful and complete information to attorneys.

c. Client authorizes Law Firm to send communications pertaining to the representation to an email address designated by Client, in addition to written communications to be sent by regular mail. Client will keep Law Firm informed of current telephone, email, and mailing addresses where Client can be reached. The main Client point of contact will be Kendall Wilcox. The designated email address for Client is: kwilcox@townofcollbran.us. Client authorizes Law Firm to communicate with the Board of Trustees and staff members as needed.

d. Client and Law Firm will confer about anticipated budgets for legal services on a year- to- year basis.

9. Choice of Law, Jurisdiction, and Venue. It is agreed that in the event of any legal dispute concerning or arising under this Agreement the exclusive jurisdiction and venue shall be with the courts of Mesa County, Colorado. This Agreement shall be construed in accordance with the laws of the State of Colorado.

10. Construction, Fairness, Absence of Duress. The terms of this Agreement shall be construed in accordance with its plain meaning, regardless of the extent to which either party participated in the drafting. Both parties acknowledge that this Agreement is a fair and voluntary act.

11. Modification. No modification of this Agreement shall be enforceable unless reduced to writing and duly executed by both Parties. This Agreement consists of a total of four (4) typewritten pages.

12. File Retention. Upon the conclusion of Client's matter(s), all original documents supplied in the course of representation will be returned to Client. Client's file will be retained, in either paper or electronic format, and kept confidential in accordance with applicable Colorado Rules of Professional Conduct and in accordance with Law Firm's file retention policy. Currently, it is Law Firm's policy to retain Client's electronic and paper files for seven (7) years from the date of file closure.

I have read this Legal Services Agreement carefully, and I consent to Law Firm's representation as specified above.

CLIENT: TOWN OF COLLBRAN

Kendall Wilcox, Mayor
Town of Collbran

Date

Attest:

By: _____
Dustie Colella, Town Clerk

Date

DUFFORD WALDECK, LLP

By: _____
Christopher G. McAnany, Partner

June 20, 2025
Date

TOWN OF COLLBRAN, COLORADO

RESOLUTION NO. 15

SERIES OF 2025

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF COLLBRAN,
COLORADO APPROVING AN UPDATED EMPLOYMENT AGREEMENT FOR
INTERIM TOWN CLERK/TREASURER**

WHEREAS, pursuant to C.R.S. § 31-4-304; the Board of Trustees (the “Board”) for the Town of Collbran, Colorado (the “Town”) shall appoint a Town Clerk;

WHEREAS, Dustie Colella is currently serving as the Interim Town Clerk/Treasurer on a 90-day contract;

WHEREAS, the Board desires to continue the appointment and employment of Dustie Colella on an interim basis;

WHEREAS, to provide for the compensation and responsibilities of the Interim Clerk/Treasurer, the Board desires to approve the Employment Agreement attached hereto as **Exhibit A** and incorporated herein by this reference;

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

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

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

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

THIS RESOLUTION was read, passed, and adopted by the Collbran Board of Trustees at the Regular Meeting held this 1st of July, 2025.

TOWN OF COLLBRAN, COLORADO

By: _____

Mayor

ATTEST

Town Clerk

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the “Agreement”) is entered into and effective as of the ___ day of _____, 2025 (the “Effective Date”), by and between the **TOWN OF COLLBRAN**, a Colorado municipal corporation (the “Town”) and **DUSTIE COLELLA** (“Colella”) (each a “Party” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Town desires to employ the services of Colella as Interim Town Clerk/Treasurer; and

WHEREAS, it is the desire of the Board of Trustees for the Town (the “Board”) to provide certain benefits and to establish certain conditions of employment; and

WHEREAS, Colella desires to accept employment as Interim Town Clerk/Treasurer, and

WHEREAS, the Parties desire to express the employment relationship in written form;

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

SECTION I DUTIES

The Town hereby agrees to employ Colella as Interim Town Clerk/Treasurer for the Town Collbran to perform the functions and duties specified herein and to perform other legally permissible and proper duties and functions as the Board or other Town staff shall from time to time assign.

SECTION II TERM

(a) Without waiving any rights to renegotiate or terminate this Agreement, Colella’s term of appointment shall begin on the Effective Date of this Agreement, and continue for a period of 90 days.

(b) The Interim Town Clerk/Treasurer is an appointed Town officer who serves at the pleasure of the Board. Colella may therefore be removed from office at any time, for any reason or for no reason (for convenience), upon a majority vote of the Board, at which time this Agreement would terminate, subject only to the provisions set forth in Section III herein. The Board and Colella specifically agree that Colella’s employment with the Town is “at will” notwithstanding any personnel or employment rule or policy of the Town to the contrary.

(c) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Colella to resign at any time from his position with Town, subject only to the provisions set forth in Section III of this Agreement.

SECTION III TERMINATION

(a) For the purposes of this Agreement, termination shall occur when:

- (1) A simple majority of the Board votes to terminate Colella at a duly authorized public meeting; or
- (2) the Board reduces the base compensation or any other financial benefit of Colella, unless it is applied in no greater percentage than the average reduction of all Town employees; or
- (3) Colella resigns.

(b) Notwithstanding anything herein to the contrary, the Board may terminate Colella upon a finding by of the Board of an Improper Action. For purposes of this paragraph, "Improper Action" means (i) conduct by Colella which is fraudulent or dishonest, or (ii) Colella's conviction of a felony or crime involving moral turpitude under any federal or state law. Any termination for Improper Action shall require five (5) days' notice to Colella of the reasons for termination, an opportunity for a hearing before the Board and a two-thirds vote by the entire Board.

(c) In the event Colella voluntarily resigns their position with the Town at any time during the term of this Agreement, then Colella shall give the Town at least fourteen (14) days written notice in advance, unless the Parties otherwise agree.

SECTION IV DISABILITY

(a) If Colella is permanently disabled or is otherwise unable to perform their duties because of sickness, accident, injury, mental incapacity or health for a period of twenty (20) working days over a thirty (30) working day period, the Town shall have the option to terminate this Agreement.

(b) As used herein, "permanently disabled or otherwise unable to perform their duties" shall be defined as: (1) if Colella is receiving total permanent disability payments pursuant to any disability program under which he is covered, whether owned by the Town or otherwise; or (2) in the absence of such disability program, if (a) Colella's attending physician certifies that Colella is unable to perform their duties as set forth herein for the Town and that such condition is total and permanent; and (b) in the event that Colella does not timely consult such attending physician and the Town reasonably believes Colella to be so disabled, the Town may require such an examination from a properly qualified physician who shall conduct such examination(s) as is appropriate to determine whether or not Colella is so totally and permanently disabled; and (c) such condition continues for the period stated in this Section IV.

SECTION V COMPENSATION

Town agrees to initially pay Colella for their services rendered hereunder at an hourly rate of ninety dollars (\$90.00) and hour for all hours worked, which sum shall be payable in installments at the same times as other employees of the Town are paid.

SECTION VI INDEMNIFICATION

Colella shall enjoy the benefits of Town employees provided in the Town Employee Handbook and in the Colorado Revised Statutes regarding tort, professional liability claims or demands, and any other legal actions, arising out of an alleged act or omission occurring in the performance of their duties.

SECTION VII GENERAL AND MISCELLANEOUS PROVISIONS

(a) **Binding Effect; Enforcement.** This Agreement shall be and become binding upon, and inure to the benefit of, the Parties hereto, their heirs and personal representatives. This Agreement shall be construed and interpreted according to the laws of the State of Colorado, and any action necessary to enforce, construe, or interpret the within shall be maintained in the District Court in and for Mesa County, Colorado. Nothing in this Agreement shall prevent or preclude the Parties' mutual agreement to submit any dispute arising from this Agreement to mediation or arbitration.

(b) **Facilities and Equipment.** The Town shall furnish office facilities, equipment and assistance for Colella as the Town deems appropriate for the performance of Colella's duties.

(c) **Compliance with TABOR.** It is the intent of the Town and Colella to comply with the provisions of Article X, Section 20 of the Constitution of the State of Colorado, including in particular subsection 4(b), as approved by the voters on November 3, 1992. Therefore, the Parties agree that this Agreement is subject to an annual appropriation by the Town Board and that the failure to make such appropriation, unless such action is the result of a prior termination for Improper Action under Section III(c) of this Agreement, will be deemed a termination within the meaning of Section III(a). It is the intent of this Section that the Town shall be entitled to reasonable notice and a reasonable opportunity to cure any failure to appropriate sufficient funds prior to any determination that Colella's employment is terminated.

(d) **Assignment.** The rights and obligations of the Town under this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Town. Colella shall not assign or otherwise convey any of their rights and obligations hereunder without the express written permission of the Town Board.

(e) **Notices.** All notices provided for herein shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the parties at the addresses given below or at such other addresses that may be specified by written notice in accordance with this paragraph:

If to the Town: Mayor
Town of Collbran, Colorado
1010 High Street
P.O. Box 387
Collbran, Colorado 81624

If to Colella: Dustie Colella
PO Box 61
Parachute CO 81635

(f) **Entire Agreement.** This instrument contains the entire agreement of the Parties and it may not be changed orally, but only by written agreement signed by the Party against whom enforcement of any waiver, change, modification, extension or discharge is sought. No action by one or more Town Board members may amend, modify, alter, or change this Agreement unless approved by majority vote of the entire Board.

(g) **Approval.** By execution of this Agreement, the Town acknowledges that all required approvals have been obtained by the Town Board so that this Agreement shall be fully effective and binding upon the parties hereto.

(h) **Multiple Counterparts; Electronic Signature.** This Agreement may be executed in any number of counterparts, each of which together shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. The signatures required for execution may be transmitted by facsimile or electronically (scan and e-mail), and such facsimile or electronic signature shall be deemed a duplicate original, shall be effective upon receipt, may be admitted in evidence, and shall fully bind the party making such signature

IN WITNESS WHEREOF, the Parties have affixed their signatures as of the date and year first above written.

TOWN OF COLLBRAN, COLORADO

Mayor Kendall Willcox

DUSTIE COLELLA

Dustie Colella



Board of Trustees Memorandum Agenda Item: 10

TITLE: Delegation of Authority for Administrative Approval of Minor Building Permits

REQUESTOR: Administration

ATTACHMENTS: RESOLUTION NO. 17, SERIES OF 2025

BACKGROUND:

Under the Town of Collbran's current process, all building permits are reviewed by the Board of Trustees to determine whether public improvements are required. This practice is based on procedural precedent and supported by general references in Chapter 18 (Land Use Regulations) of the Collbran Municipal Code. However, the code does not currently distinguish between minor and major permit types, nor does it outline a clear administrative approval process for routine maintenance and repairs.

As a result, permits for items such as re-roofing, water heater replacements, and minor interior upgrades have been placed on the Board agenda, resulting in unnecessary delays and administrative burdens for both applicants and staff.

This memo presents a proposed resolution that would authorize Town staff to administratively approve specific types of minor building permits without the requirement for review by the Board of Trustees. This change is intended to streamline routine permitting activities, improve response times, and reserve Board involvement for permits that may require consideration of public improvements.

DISCUSSION:

Collbran is a statutory town under Colorado law and operates under the powers granted by Title 31 of the Colorado Revised Statutes (C.R.S.). It is within the Board's authority to delegate administrative functions to staff through resolution, especially for ministerial tasks that do not involve legislative judgment or public infrastructure decisions.

- C.R.S. § 31-15-103 grants municipalities the authority to adopt regulations for the health, safety, and welfare of the community.
- C.R.S. § 31-23-301 authorizes the regulation of building permits and zoning within municipal limits.
- The Collbran Municipal Code does not prohibit delegation of routine permit approvals and provides general information under:
 - Chapter 18 – Land use Regulations

FISCAL ANALYSIS:

There are no known impacts on the Town budget related to this delegation of authority.

RECOMMEND ACTION:

Recommended Motion: I move to approve Resolution No. 17, Series of 2025.

Respectfully Submitted,

Kat Herbert, Contract Planner
KLJ Engineering

TOWN OF COLLBRAN, COLORADO
RESOLUTION NO. 17
SERIES of 2025

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF COLLBRAN,
COLORADO DELEGATING AUTHORITY TO ADMINISTRATIVELY APPROVE CERTAIN
MINOR BUILDING PERMITS**

WHEREAS, the authority to regulate building and zoning activities is granted to statutory municipalities by the State of Colorado under C.R.S. § 31-23-301; and

WHEREAS, the State of Colorado under C.R.S. § 31-15-103 grants statutory municipalities the authority to make and publish ordinances for carrying into effect or discharging the powers and duties conferred by this title that are necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of such municipality and the inhabitants thereof; and

WHEREAS, under Chapter 18 (Land Use Regulations) of the Collbran Municipal Code, the Board of Trustees currently reviews all building permit applications to determine whether public improvements are required; and

WHEREAS, the Board recognizes that minor building activities—such as roof replacements, furnace/water heater installations, and retaining walls—do not typically trigger the need for public infrastructure, and may be approved administratively more efficiently without public hearings; and

WHEREAS, delegating administrative permit authority for these routine activities will streamline Town processes while maintaining robust oversight for projects involving public improvements;

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

Section 1. Delegated Permit Authority. The Town Planner (or designee) is authorized to administratively review and approve building permits for the following minor activities, consistent with the Municipal Code (Chapter 18):

- Roof replacements or repairs
- Mechanical equipment installation/replacement (e.g., furnaces, water heaters, HVAC units)
- Retaining wall construction \leq 3 ft in height
- Interior remodels not involving change in occupancy or structural modification

Section 2. Referral to the Board. Even where delegation applies, the Planner may refer any permit to the Board if there is concern regarding public improvements, infrastructure impacts, or significant deviations from code standards.

Section 3. The Town Planner (or designee) shall maintain a record of all administratively approved permits and make such records available to the Board upon request

Section 4. Effective Date. This resolution shall take effect immediately upon adoption and will remain in force unless amended or repealed by future Board action.

THIS RESOLUTION was read, passed, and adopted by the Collbran Board of Trustees at the Regular Meeting held this 1st day of July, 2025.

TOWN OF COLLBRAN, COLORADO

By: _____
Kendall Wilcox, Mayor

ATTEST:

Dustie Colella, Town Clerk

To: Collbran Board of Trustees, Town Manager, Town Clerk

From: Karla Distel

Date: June 26, 2025

Subject: Updates on Broadband and Auditorium Projects

Pursuant to the agreement I have with the Town for project management of the fiber and auditorium projects, I would like to provide you with project updates.

Collbran Middle-Mile Fiber project:

Region 10 continues to stage all of the electronic equipment at the Carrier Neutral Locations (CNLs) for the Glenwood to Grand Junction corridor project, including the Collbran CNL at Gandi Park. Region 10 anticipates being able to start offering services to Internet Service Providers (ISPs) in July. Eric Hittle, who I have copied on this email, is a Region 10 representative who can quote pricing for lease space in the CNL and backhaul services. Region 10 already works with three local providers (Optimus, Elite and Vero) in their other locations so they should have his contact info, but if anyone else wishes to inquire about services, they can contact Eric as follows:

ERIC HITTLE, CISSP
R10 Broadband Project Manager
(970) 507-1092 mobile

In terms of our local buildout, Apeiron is installing the aerial fiber connections on the Grand Valley Power poles to the Job Corps, PV Clinic and PV Schools. They will be trenching the section at the fairgrounds, so they are waiting until after the 4th of July to start that work. At the Job Corps and PV Schools, fiber will be brought to an agreed-upon corner of their respective properties and the schools will install and maintain fiber within their campuses and contract with internet service providers (ISPs) for services as they choose.

The fiber to the anchor locations is not leased to or managed by Region 10, rather the Town will lease those out directly and retain those funds. I have attached a draft "Dark Fiber Lease Agreement" for you to work with your attorney and staff to allow for leasing of the in-town/anchor fiber to internet providers to allow them to serve the anchors. I have also attached a preliminary schedule of the segments of in-town fiber that the Town has placed. I will update it as the final fiber runs are placed. This presents an opportunity for the Town to collect some revenue that can be set aside for fiber repairs or equipment replacement. The Board will need to decide how much to charge for use of this fiber. For comparison, Region 10 charges a flat rate of \$195 per month for use of their point-to-point fiber for in-town arrangements, and \$230 per mile for longer runs. Because of the DOLA funding that was part of the project, the network must be open access (available to all carriers) and pricing should be competitively-neutral between providers.

The Collbran Middle-Mile project will effectively be complete by early August, and I will close out the grants with DOLA and Mesa County.

Collbran Auditorium:

At the Collbran Auditorium, the metal roof and siding is installed and they are finishing the final trim. The mechanical and electrical contractors are working on the installation of the new heating system and

upgrading the electrical systems throughout the building. The plumbers are working on the sink and the bathrooms. In the interior of the building, they have started to place insulation in the interior walls and will drywall and reinstall the beadboard. The suspended ceiling should start going in within the next few weeks. Chamberlin Architects continues to monitor the work to assure compliance with the design, and Mesa County is doing the normal building inspections as work progresses.

At this point, Asset Construction Management estimates that all work will be complete and a final Certificate of Occupancy (CO) for the building will be received by mid-August, 2025. The Town should be able to begin scheduling events and renting out the building in mid-September. Once work is complete, there are several steps required for closeout of the CDBG grant, including another public hearing. I will work with your staff to schedule that, and I will work with DOLA to close out the CDBG grant and will request the committed funding from Mesa County. I recently requested \$185,000 in matching funds from the DOLA grant.

If you have any questions or concerns, please let me know.

Respectfully,

Karla Distel
Distel Consulting, LLC

**Town of Collbran
DARK FIBER LEASE
AGREEMENT**

THIS DARK FIBER LEASE AGREEMENT is made this Click or tap here to enter text. day of Click or tap here to enter text. Click or tap here to enter text., by and between the Town of Collbran, Colorado, a Colorado municipality, having a principal address of 1010 High Street, Collbran, Colorado, 81624 (**Town**) and Click or tap here to enter text., a _____ having a principal address of Click or tap here to enter text. (**Lessee**). The foregoing entities may sometimes be referred to generically and individually as a **Party** or collectively as the **Parties**.

RECITALS

WHEREAS, using grant funding from the Colorado Department of Local Affairs and Mesa County, the Town has constructed broadband fiber optics infrastructure including dark fiber that connects various community anchor institutions (CAIs) within the Town to the Town's Carrier Neutral Location (CNL) at Gandi Park , and;

WHEREAS, in order to eliminate barriers to high-speed fiber-based internet services that exist within the Community, the Town wishes to lease dark fibers to third parties, including private entities, on a competitively-neutral basis, for the purpose of using those surplus dark fibers to provide high-speed fiber-based internet services to businesses and residents of the Town of Collbran and the Plateau Valley, and;

WHEREAS, the LESSEE wishes to lease certain surplus dark fibers from the Town for the purpose of providing high-speed fiber-based internet services to businesses and residents of Collbran and the Plateau Valley, and;

WHEREAS, The Town hereby agrees to lease to LESSEE certain surplus dark fibers, as shown in Exhibit A affixed hereto, contingent upon LESSEE's execution of this Lease Agreement and compliance with its terms.

AGREEMENT

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- I. **Adoption of Recitals.** The Recitals set forth above are hereby adopted and incorporated herein by reference as if set forth in full.
- II. **Definitions.** The following words, terms, and phrases, when used in this Resolution, shall have the following meanings:
 1. **"Dark Fiber"** shall mean any fiber optic cable not in current use.
 2. **"Fiber Infrastructure"** shall mean conduits, inner-ducts, vaults, and other facilities owned by the Town through which the Town may use, maintain, and repair its fiber optic cable network.
 3. **"Surplus Dark Fiber"** shall mean any Town-owned fiber optic cable within its fiber optic cable network that is not currently in use by the Town and which the Town has not reserved for future use.
 4. **"Symmetrical"** shall mean, in the context of internet services, equal speeds for

uploading and downloading data/content from the internet.

III. Lease of Surplus Dark Fibers. The Town hereby agrees that, in exchange for the payment of the Monthly Fee, and the giving of other good and valuable consideration, as further described herein, it will lease to LESSEE Click or tap here to enter text, strands of Dark Fibers for the route segments as shown in Exhibit A totaling Click or tap here to enter text, total miles.

IV. Monthly Fee.

1. In consideration for the lease of LESSEE's Fibers, LESSEE shall pay as Rent, a Monthly Fee of \$Click or tap here to enter text/mile/month.

V. Term. The Initial Term of this Lease Agreement shall be five (5) years, commencing on the date that this Lease Agreement is executed by the parties.

VI. Option Terms. LESSEE and the Town shall have the mutual option to extend the initial term of this Lease Agreement for two (2) additional and successive five (5) year option periods (individually, "the Option Term" and, collectively, "the Option Terms"). The Lease Agreement shall, at the end of the Initial Term or any Option Term, unless it is the second Option Term, automatically be extended an additional Option Term, unless either party notifies the other party of its intent to terminate or to renegotiate this Lease Agreement at least one hundred eighty (180) days prior to the termination of the then-current Term. Option Terms shall be deemed a continuation of this Lease Agreement and shall not be considered a new Lease Agreement or an amendment hereto. The monthly price may be inflation-adjusted at the end of each option period based upon the 5-year average of the Consumer Price Index.

VII. Use.

1. LESSEE shall, at LESSEE's sole cost and expense, use the leased fibers to provide businesses and residents of the Town and Plateau Valley with high-speed fiber-based internet services subject to the terms and conditions established in this Lease Agreement. Failure to use LESSEE's Fibers to provide such internet services within six months of the date of this Lease Agreement shall be deemed a default under Section 11 of this Lease Agreement.
2. LESSEE further agrees that it shall use LESSEE's Fibers in accordance with all applicable federal, state, and local laws. This Lease Agreement is not a franchise agreement.
3. The grant of this Lease Agreement shall not convey title, equitable or legal, to LESSEE in any property of the Town, including the leased fibers, the Town's Fiber Infrastructure, or the Town's public rights of way, and shall only give to LESSEE the right to use the leased fibers for the purposes and for the period of time stated in this Lease Agreement.

VIII. Inter-connection.

1. Any and all of LESSEE's inter-connections with the Town's Fibers, including equipment, labor, *etc.*, shall be at the sole cost and expense of LESSEE.
2. LESSEE may request, in writing, access to the Town's Fibers at additional demarcation points in the future. The Town agrees to cooperate, to the extent that it is feasible, with such requests. All costs and expenses, including equipment, labor, *etc.*, of

additional inter-connections shall be borne solely by LESSEE. In the event, additional demarcation points are created, the parties agree to amend any Exhibits to show the actual location of all demarcation points.

3. LESSEE is prohibited from having access to or any physical contact with the Town's Fiber Infrastructure, except as outlined herein, and any fiber optic cable owned by the Town.

IX. Maintenance and Repair.

1. The Town shall be solely responsible for maintaining or repairing the leased fiber on the Town's side of the demarcation point. LESSEE shall cooperate with and assist the Town, as reasonably may be required, in performing said maintenance or repairs. In the event of a disruption in service, the Town shall begin restoration activities as soon as practicable after the Town becomes aware of such disruption.
2. Notwithstanding anything to the contrary contained herein, LESSEE shall solely be responsible, at its own expense, for the construction, installation, operation, maintenance, repair, and any other activity engaged by or on behalf of LESSEE relating to all light communications transmission equipment and other terminal equipment and facilities required in connection with the use of LESSEE's Fibers beyond the defined point of demarcation.
3. A Town-approved vendor of LESSEE's selection shall be responsible for all necessary splicing of fiber optic cables. Where The Town's fiber optic cables connect to LESSEE's Fibers, the associated Addendum or Service Order will detail and describe the Parties' splicing responsibilities. LESSEE may request and the Town shall grant access to the Town's Fibers at additional access/splice points along the Route, provided that
 - a. such access/splice points are technically feasible in the Town's reasonable opinion,
 - b. LESSEE agrees to pay a reasonable splice fee to the Town or an The Town approved vendor at the time,
 - c. all work is performed by the Town or a Town-approved vendor as provided herein, and the agreements governing the Town's use and occupancy of the right of way at the access/splice points do not otherwise prohibit such access by parties other than the Town.
4. Should LESSEE perform, authorize, or contract any splices or other work not in accordance with the provisions of this Agreement, the Town may, at its option, correct said condition. The Town shall notify LESSEE in writing prior to performing such work whenever practicable. However, when such conditions pose an immediate threat to the physical integrity of the Town's facilities, the Town may perform such work and take such action that it deems necessary without first giving notice to LESSEE. As soon as practicable thereafter, the Town shall advise LESSEE of the work performed and the action taken and shall endeavor to arrange for re-accommodation of LESSEE's Fibers so affected. LESSEE shall promptly reimburse the Town for all reasonable costs incurred by The Town for all such work, action and re-accommodation performed by The Town.
5. LESSEE shall, at its sole cost and expense, promptly respond to and remediate any Hazardous Discharge to and from the Town's Fiber Infrastructure resulting from LESSEE's operations.
6. The Town shall be responsible for obtaining and maintaining from the appropriate public or private authority any pole attachment agreements, franchises, licenses, state, local or right-of-way permits or other authorizations required to enter upon the property where

the Town's Fiber Infrastructure is located and to operate and maintain the leased Fibers. LESSEE will not engage in any activity which affects the Town's right of way interests without the written permission of The Town.

7. LESSEE, at its sole cost and expense, shall (i) use the leased Fibers and (ii) conduct all work in or around the Town's Fiber Infrastructure safely and in a manner reasonably acceptable to the Town, so as not to physically, electronically, or inductively conflict or interfere or otherwise adversely affect the Town's Fiber Infrastructure or the facilities placed therein by the Town or by any third party.
8. LESSEE must obtain prior written authorization, which such authorization shall not be unreasonably withheld, conditioned, or delayed, from The Town approving any further work and the party performing such work before LESSEE shall perform any work in or around the Town's Fiber Infrastructure.
9. In the event that LESSEE learns that the leased Fibers are damaged, it shall notify The Town of said damage by telephone or by e-mail. In the event that The Town learns that LESSEE's Fibers are damaged, the Town will notify LESSEE of said damage by telephone. In each case, the caller shall provide the following information:
 - a. Name of entity making report.
 - b. Location reporting problem.
 - c. Name of contact person reporting problem.
 - d. Description of the problem in as much detail as possible.
 - e. Time and date the problem occurred or began.
 - f. State whether or not the problem presents a jeopardy situation to the Town's Fiber System or LESSEE's Fiber Optics.
10. The Town shall designate the particular strands of Surplus Dark Fiber that will constitute the leased Fibers and the location and manner in which they will enter and exit The Town's Fiber System. That information shall be contained on each executed Addendum.
11. If the Town moves, replaces or changes the location, alignment or grade of the Town's Fiber Infrastructure ("Relocation"), the Town shall concurrently relocate LESSEE's Fibers. If the Relocation is because of an event of *Force Majeure* or of any governmental or third-party authority, including and taking by right of eminent domain, LESSEE shall reimburse the Town for LESSEE's proportionate share of the costs of the Relocation of the Town's Fiber Infrastructure. To the extent The Town receives reimbursement from a third party which is allocable to a Relocation of the Town's Fiber Infrastructure, it will credit or reimburse LESSEE for its proportionate share of the reimbursement. If the Town relocates the Town's Fiber Infrastructure solely for its own benefit, LESSEE shall not be required to reimburse the Town for the costs of the Relocation. LESSEE's proportionate share shall be the combined calculation of:
 - a. a fraction, the numerator of which shall be the number of conduits occupied by the LESSEE's Fibers and the denominator of which shall be the total number of conduits affected in the Town's Fiber Infrastructure, and
 - b. a fraction, the numerator of which shall be the number of strands of LESSEE's Fibers and the denominator of which shall be the total number of strands in the Town's Fiber Infrastructure containing LESSEE's Fibers.

X. Reporting Requirements. LESSEE shall submit an annual report to the Collbran Board of

Trustees, no later than January 31st of each year, reporting on the benefits accruing to the community based on its activities under this Lease Agreement during the preceding calendar year. The report shall include, but not be limited to the following:

1. the location and purpose of each Surplus Dark Fiber (LESSEE's Fibers) leased from the Town;
2. the extent to which LESSEE improved businesses' and residents' access to high-speed, fiber-based internet services.

XI. Default. If either the Town or LESSEE fails to perform or observe any material term, covenant, provision, or condition of this Lease Agreement, then that party will be in default under this Lease Agreement.

XII. Right to Cure. From the date of written Notice of Default from the other party, the party in default shall have sixty (60) days to cure any default.

XIII. Failure to Cure. If the party in default fails to cure the default in the time prescribed by Section XII, *supra*, then the other party shall have the right to terminate this Lease Agreement and may, at its discretion, pursue any other remedies that may be available to it at law or in equity not otherwise proscribed by the terms of this Lease Agreement.

XIV. Force Majeure.

1. A "*Force Majeure* Event" is any event or cause beyond the reasonable control of the party claiming relief, including any action by or omission of a governmental agency or authority (including any government-imposed moratorium on activities related to this Lease Agreement or any subsequent change in government rules, regulations, codes, ordinances, or laws), material shortages, third-party labor disputes, floods, earthquakes, fires, lightning, epidemic, war, riot, civil disturbance, act of public enemy or enemies, terrorist act, sabotage, or any act of God.
2. Neither the Town nor LESSEE will be considered in default under this Lease Agreement if such party's performance is delayed by virtue of a *Force Majeure* Event. Upon the occurrence of such event, the parties agree to confer in good faith and to agree upon an equitable, reasonable action to continue performance under this Lease Agreement. The Town and LESSEE will use commercially reasonable efforts to minimize the delay caused by any *Force Majeure* Event and to resume affected performance when reasonably possible.
3. In the event that a *Force Majeure* Event prevents either party from performing under the contract for a period of 180 days, then either party, upon written notice to the other, may terminate this Lease Agreement. Upon such termination, all parties will be relieved of performance under this Lease Agreement, except that a party will continue to be liable for any breaches that occurred and were not cured prior to termination.

XV. Rights upon Expiration or Termination of the Agreement. Upon the expiration or termination of this Lease Agreement, LESSEE's rights to the leased Fibers shall terminate and the leased Fibers shall revert to The Town. Upon expiration or termination of this Lease Agreement, LESSEE shall have no continuing rights or obligations hereunder, except that any uncured defaults or any other obligations that are stipulated in this Lease Agreement shall survive the expiration or termination of this Lease Agreement. Any and all equipment furnished or supplied by LESSEE to inter-connect to the Town's infrastructure shall remain the property of LESSEE. Any and all equipment furnished or supplied by the Town under this Lease Agreement shall remain the property of the Town.

XVI. Insurance.

1. The Lessee shall procure and maintain in force at its sole cost and expense the following insurance coverages from companies that are lawfully approved to do business in Colorado, in the amounts and with limits as set forth below:
 - a. not less than \$1,000,000 combined single-limit liability insurance, on an occurrence basis, for personal injury and property damage, including, without limitation, injury or damage arising from the operation of vehicles or equipment and liability for completed operations;
 - b. workers' compensation insurance in amounts required by applicable law and employers' liability insurance, with a limit of at least \$1,000,000. Policy shall be endorsed to include a waiver of subrogation in favor of the other Party.
 - c. automobile liability insurance covering death or injury to any person or persons, or damage to property arising from the operation of vehicles, with limits of not less than \$1,000,000 per occurrence.
 - d. Lessee shall require each subcontractor who is engaged by it in connection with the construction or maintenance of the Network or any part of the Network to maintain insurance in the types and amounts set forth herein.
 - e. LESSEE will obtain and maintain "all risk" property insurance in an amount equal to the full replacement cost of all electronic, optronic, and other equipment that LESSEE will utilize in connection with its inter-connection with and use of the Town's Fibers.
 - f. Unless otherwise agreed upon by the parties in writing, all insurance policies obtained and maintained by LESSEE shall be with companies rated A or better by Best's Key Rating Guide and LESSEE will, upon request, provide The Town with insurance certificate(s) confirming compliance with the terms of this Section.
2. Notwithstanding anything to the contrary in this Lease Agreement, the Town and LESSEE mutually waive their rights of recovery against each other, including against officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees, or business visitors, for any loss arising from any cause covered or that would be covered by fire, extended risk, "all risk," or other insurance required to be carried under this Lease Agreement or currently or hereafter existing for the benefit of the respective parties. LESSEE will obtain from the insurance company providing the coverage required by this Lease Agreement, a waiver of subrogation against the Town.
3. In the event that LESSEE fails to maintain the insurance coverage required by this Lease Agreement and a claim is made or an injury is suffered, LESSEE agrees, in addition to what is set forth in Section XVI, *infra*, to indemnify and to hold harmless The Town from any and all claims for which the required insurance would have provided coverage.

XVII. Indemnification.

1. LESSEE, and any successor or assign, agrees to indemnify, defend, save, and hold harmless the Town, its officers, commissioners, agents, employees, grantees, and assigns, from and against all claims, actions, liabilities, damages, costs, expenses, and judgments, including attorneys' fees, which relate to, arise out of, or are in any way associated with LESSEE's use of the leased Fibers and activities taken in

the public rights of way under the terms of this Lease Agreement on account of any injury to persons (including death) or any damage to property. This indemnification clause shall not apply to any injury or damage caused by the Town's own negligence or the Town's intentional conduct. This indemnity provision shall extend beyond the termination or expiration of this Lease Agreement.

2. The Town and LESSEE shall promptly advise the other in writing of any known claim or demand against LESSEE or The Town related to or arising out of LESSEE's activities under this Lease Agreement.

XVIII. Limitation of Liability. Neither party shall be liable to the other for lost profits, special, incidental, punitive, exemplary, or consequential damages, including but not limited to frustration of economic or business expectations, loss of profits, loss of capital, cost of substitute product(s), facilities, or services, or downtime costs, even if advised of the possibility of such damages. Further, the liability of one party to the other for damages under this Lease Agreement, excluding liabilities relating to a party's indemnification obligations as set forth in Section XVII, *supra*, or any other damages permitted under this Lease Agreement, is limited to the total amount payable by LESSEE to The Town under this Lease Agreement to which the dispute relates.

XIX. Assignment. This Lease Agreement may not be sold, assigned, transferred, or sublet without the prior written approval or consent of the Town.

XX. Authorization. Each of the persons executing this Lease Agreement, on behalf of the respective parties, represents and warrants that he or she has the authority to bind the party in behalf of whom he or she has executed this Lease Agreement, and that all acts required and necessary for authorization to enter into and to execute this Lease Agreement have been completed.

XXI. Notice. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed by first class mail:

If to The Town, to:

Town of Collbran
Attn: Town Clerk
1010 High Street
Collbran, CO 81624

If to LESSEE, to:

Lessee

[Click or tap here to enter text.](#)

Attn: [Click or tap here to enter text.](#)

[Click or tap here to enter text.](#)

[Click or tap here to enter text.](#)

Either party may change where notices, requests, demands, or other communications are to be given by giving written Notice to the other party of any said change.

XXII. Successors and Assigns. This Lease Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors, and assigns.

XXIII. Non-waiver. Failure of either party to insist on strict performance of any of the conditions, covenants, terms, or provisions of this Lease Agreement or to exercise any of its rights hereunder shall not waive such rights, but the party shall have the right to enforce such rights

at any time and to take such action as might be lawful or authorized hereunder, whether in law or equity.

XXIV. Personal Immunities. No personal recourse shall be had for the creation of this Lease Agreement, for any claim arising out of this Lease Agreement, nor for any representation, obligation, covenant, or agreement set forth in this Lease Agreement, against any past, present, or future officer, member, employee, or agent of the Town, under any rule of law or equity, any statute or constitution, or by the enforcement of any assessment or penalty, or otherwise, and any liability of any such officer, member, employee, or agent is hereby expressly waived and released by LESSEE as a condition of and in consideration for the execution of this Lease Agreement. Furthermore, LESSEE agrees that no past, present, or future officer, member, employee, or agent of The Town shall be personally liable to LESSEE, or any successor in interest of LESSEE, for any default or breach under this Lease Agreement by the Town.

XXV. Severability. If any section, sentence, clause, or phrase of this Lease Agreement is found to be invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining provision of this Lease Agreement.

XXVI. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Colorado, without reference to its choice of law principles. Any litigation based hereon or arising out of or in connection with a default by either Party in the performance of its obligations hereunder, shall be brought and maintained exclusively in the District Court of Mesa County, State of Colorado and each Party hereby irrevocably submits to the jurisdiction of such court for the purpose of any such litigation and irrevocably agrees to be bound by any judgment rendered thereby in connection with such litigation.

XXVII. Miscellaneous.

1. This Lease Agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between the Town and LESSEE with respect to the subject matter hereof. This Lease Agreement may only be amended in writing signed by all parties.
2. Exhibits are incorporated into this Lease Agreement by reference.
3. The provisions of the Lease Agreement relating to indemnification shall survive any termination or expiration of this Lease Agreement. Any provision of this Lease Agreement that would require performance subsequent to the termination or expiration of this Lease Agreement shall likewise survive any such termination or expiration.
4. This Agreement is contingent upon LESSEE, or any successor or assign hereunder, obtaining all necessary governmental approvals, permits, or licenses.
5. This Agreement is contingent upon LESSEE being a corporation in good standing with the Colorado Secretary of State. Any corporate successor or assign hereunder must also be a corporation in good standing with the Colorado Secretary of State (OPTIONAL; If corporation)
6. This Lease Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument.

IN WITNESS WHEREOF, the parties have executed and made effective this Agreement as of the day and year first above written.

LESSEE: _____

LESSOR: THE TOWN OF COLLBRAN.

_____, Town Clerk

ATTEST:

ATTEST:

_____,

Identifier	Start	End	Address	LF	Fiber Count Available	Number of Fibers Leased	Price Per Pair	Monthly Billing
COL-WP	Gandi CNL	Water Treatment Plant						
COL-FG	Gandi CNL	Fairgrounds/Rodeo Office						
COL-TH	Gandi CNL	Town Hall (includes connections to PV Fire, Collbran Branch Library, Collbran Public Works)						
COL-JC	Gandi CNL	Job Corps						
COL-HC	Gandi CNL	Plateau Valley Health Clinic						
COL-WW	Gandi CNL	Collbran Waste Water plant						
COL-SC	Gandi CNL	Plateau Valley School						

Assumptions:

Minimum leased fibers: 2 or one pair

Likely providers: Elite, Optimus, Vero

Other :

May want to establish one-time charge for splicing/connection/billing setup

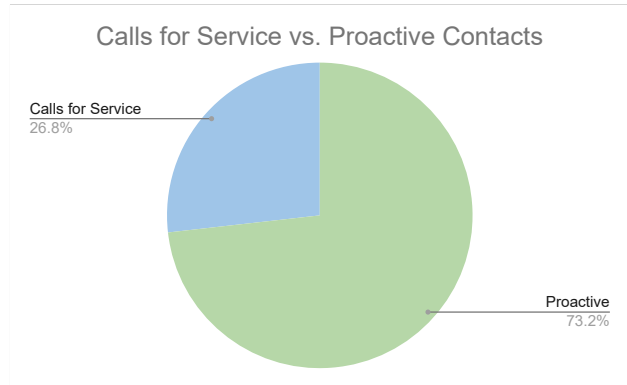
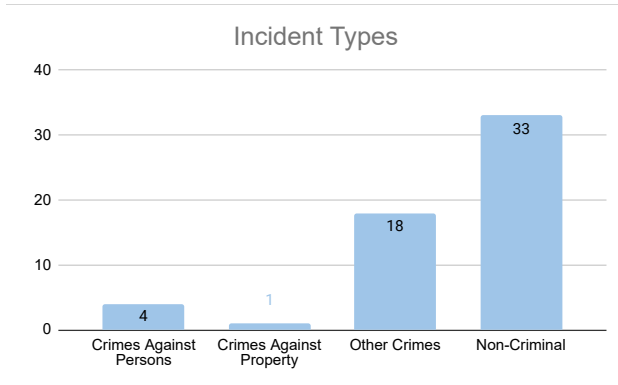
May want to bill quarterly instead of monthly

Mesa County Sheriff's Office - Collbran Incident Report

May 2025

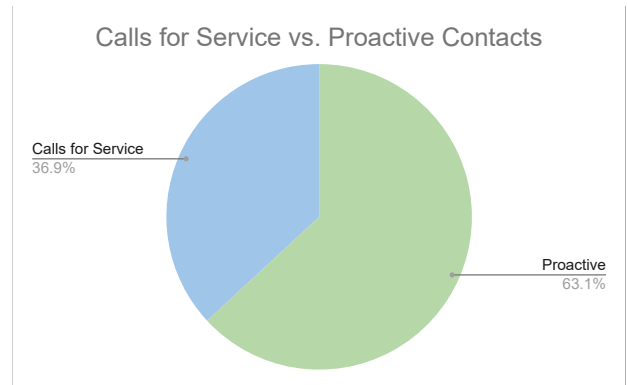
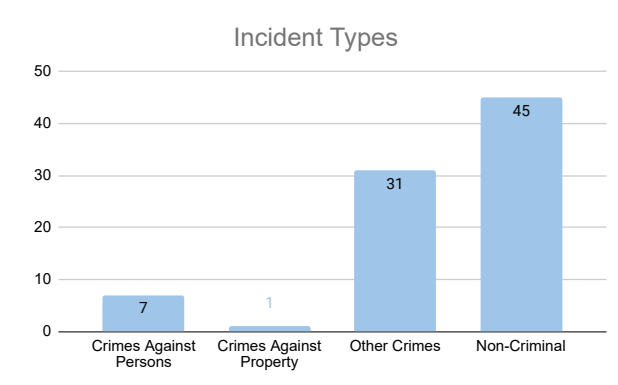
Collbran City Limits

Total Incidents in May 2025 - 56



Collbran City Limits and Larger Area

Total Incidents in May 2025 - 84



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		
	May	Year 2025
Persons Crimes		
abuse report	1	2
assault		1
fraud or forgery		1
harassment	2	5
registered sex offender check		7
restraining order violation		1
sex assault	1	1
verbal argument		1
Total Persons Crimes	4	19
Property Crimes		
audible/burglar alarm		1
theft	1	2
theft from auto		1
Total Property Crimes	1	4
Other Crimes		
abandoned vehicle	1	1
animal complaint	2	12
drug violation	1	3
follow up investigation	9	16
juvenile complaint or problem	1	6
motor vehicle crash		1
noise complaint		1
ped stop	1	6
suspicious person, place or vehicle	1	4
traffic hazard/complaint/hazard	1	4
traffic stop	1	8
unattended death		1
wanted subject		1
weapons complaint or violation		1
Total Other Crimes	18	65
Non-Criminal		
building check	26	179
citizen assist	3	18
civil incident		3
civil process		1
coroner		1
information item	2	4
mentally unstable subject		2
other / misc / assists	1	2
suicide attempt or threat of suicide		1
victim assistance call out		1
vin inspection	1	6
welfare check		4
Total Non-Criminal	33	222
TOTAL INCIDENTS	56	310

Mesa County Sheriff Incidents - Collbran and Larger Area		
	May	Year 2025
Persons Crimes		
abuse report	1	2
assault		3
fraud or forgery	1	4
harassment	2	5
registered sex offender check		11
restraining order violation	1	2
sex assault	1	1
threat to a person		1
verbal argument	1	2
Total Persons Crimes	7	31
Property Crimes		
audible/burglar alarm		2
auto theft		2
theft	1	3
theft from auto		1
vandalism		2
Total Property Crimes	1	10
Other Crimes		
abandoned vehicle	4	6
animal complaint	3	16
drug violation	1	3
follow up investigation	12	29
juvenile complaint or problem	1	6
motor vehicle crash		3
noise complaint		1
ped stop	1	8
possible shots in the area		1
suspicious person, place or vehicle	2	10
traffic hazard/complaint/hazard	1	5
traffic stop	4	14
unattended death	2	3
wanted subject		2
weapons complaint or violation		1
Total Other Crimes	31	107
Non-Criminal		
911 hang up	1	1
building check	27	185
citizen assist	3	25
civil incident	4	14
civil process	2	6
coroner	2	3
emergency message		1
information item	2	5
mentally unstable subject		6
other / misc / assists	2	7
suicide attempt or threat of suicide		2
victim assistance call out	1	4
vin inspection	1	10
welfare check		6
Total Non-Criminal	45	275
TOTAL INCIDENTS	84	423

NOTICE OF HEARING

NOTICE is hereby given of a public hearing before the Board of Trustees (the “Board”) for the Town of Collbran, Colorado (the “Town”) at 6:00pm on July 15, 2025, at Colbran Town Hall located at 1010 High Street, Collbran, Colorado 81624 for the purpose of considering the adoption by reference of various model codes as described herein (the “Building Codes”) to regulate the construction, alteration, and maintenance of structures within the Town.

Copies of the Building Codes, along with the deletions and amendments proposed, are on file at the office of the Town Clerk, located at 1010 High Street, Collbran, Colorado 81624 and may be inspected during regular business hours. A digital copy of the adopting ordinance is additionally available on the Town’s website.

The Building Codes include the International Building Code, International Residential Code, International Mechanical Code, International Plumbing Code, International Fuel Gas Code, International Existing Building Code, International Energy Conservation Code, , and published by the International Code Council, 200 Massachusetts Ave, NW, Suite 250, Washington, DC 20001; the National Electrical Code published by the National Fire Protection Association, 1 Batterymarch Park, Quincy, Massachusetts 02169; and the Colorado Model Electric Ready and Solar Ready Code published by the Colorado Energy Office, 1600 Broadway, Suite 1960, Denver, Colorado 80202. The subject matter of these Building Codes is intended to provide for the comprehensive regulation of the construction, alteration, and maintenance of all structures within the Town and generally conform with similar regulations throughout the state and the nation. The ordinance adopting the Building Codes additionally makes amendments, additions, and deletions to the Building Codes to conform with the unique requirements and characteristics of the Town.

Following the hearing, the Board will consider passage of the ordinance adopting the Building Codes. This notice is given and published by the order of the Board.

Dated this 20th of June, 2025.

TOWN OF COLLBRAN COLORADO



Dustie Colella, Town Clerk

First notice of hearing: June 28, 2025

Second notice of hearing: July 5, 2025