

AGENDA
BOARD OF TRUSTEES
DATE: March 4, 2025
Regular Meeting 6:00pm
Town Hall – 1010 High Street
Collbran, Colorado

The Public Is Encouraged To Attend

Zoom link available by contacting Town Hall prior to meeting.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Changes or Deletions to Agenda
5. Persons not on the agenda
 - a. Please limit comments to three (3) minutes and address your comments directly to the Mayor.
 - b. Identify yourself by name and address when making comments.
 - c. Comments should be courteous, civil and constructive.
 - d. Town Board will make no decision nor take action, except to direct the Town Manager or Town Attorney.
6. Approval of Minutes
 - a. February 11, 2025 BOT Minutes
 - b. February 18, 2025 BOT Minutes
7. Approval of Monthly Financial Report
8. Liquor License Renewal Application – Old Main Liquor
9. Collbran Plateau Valley School Water Extension Project
 - a. Plateau Valley School District/Town of Collbran Water Extension IGA
 - b. Mesa County/Town of Collbran Water Extension IGA for Grant Management Assistance
 - c. Easement Deed and Agreement
 - d. Task order 2404-00219-03 with KLJ Engineering for waterline construction observation and management
 - e. PLACEHOLDER: RESOLUTION 2025-005, A RESOLUTION OF THE TOWN OF COLLBRAN, COLORADO APPROVING AGREEMENTS FOR THE PLATEAU VALLEY SCHOOL WATER EXTENTION PROJECT
10. Board of Trustees Vacancy, Appointment vs. Special Election
11. Attorney Wilson Scarbeary Update
 - a. Link to Training Resource: [Best Practices for Quasi-Judicial Decision-Making](#)
12. Monthly Staff Update
13. Trustee Informational and/or items for future agenda

14. Public Correspondence

15. Upcoming Meeting Dates:

- a. March 18, 2025 – Public hearing on Terrell Park subdivision
- b. Request to reschedule of April 1, 2025, BOT meeting to April 8, 2025, to accommodate recall election cure and canvass dates

16. Adjournment

Possible Board Work Session may Follow Regular Meetings

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

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

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

Town of Collbran Board of Trustees Meeting Minutes

Special Meeting - 9:00 am – February 11, 2025

1. **Call to order by Mayor Wilcox at 9:02 a.m.**
2. **Pledge of Allegiance**
3. **Roll Call**

Present: Trustees Evans, Price and Winkleblack and Mayor Wilcox

Mayor Wilcox read a letter from Ms. Lorraine Zentz resigning from her position as Town Trustee, effective immediately.

Staff Present: Town Attorney Wilson Scarbeary (via Zoom), Finance Director Distel

4. **Changes or Edits to the Agenda – None.**
5. **Person(s) Not On The Agenda**
 - a. Mayor Wilcox provided a copy of the plat of Gandi Park and referenced easements on the plat. That document has since been provided to interim Town Administrator Angie Sprang for review. He also spoke to internet speeds at Town Hall.
6. **Introduction of Angie Sprang, Town of Collbran Interim Town Administrator.**
Ms. Sprang introduced herself to the Board and guests.
7. **Motion to authorize Mayor to sign Professional Services Agreement with Angie Sprang for Municipal Town Administrator and Clerk Services. A motion to authorize the Mayor to sign a Professional Services Agreement with Angie Sprang for Municipal Town Administrator and Clerk services, with the scope of services amended to reflect that there are three personnel in the Public Works Department and removing the Town Marshal recruitment was made by Trustee Evans and seconded by Trustee Winkleblack and unanimously approved.**
8. **A motion to authorize the Mayor to sign an Employment agreement with Dustie Colella as Interim Town Clerk/Treasurer was made by Mayor Wilcox and seconded by Trustee Price and unanimously approved.**

9. **A motion to adopt Resolution 2025-003 - A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF COLLBRAN, COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR TOWN ADMINISTRATOR SERVICES AND AN EMPLOYMENT AGREEMENT FOR INTERIM TOWN CLERK/TREASURER was made by Trustee Price and seconded by Trustee Winkleblack and unanimously approved.**

Ms. Sprang read the oath of office for the position of Interim Town Administrator.

MEETING ADJOURNED AT 9:33 AM.

Approved

Attest

Town of Collbran Board of Trustees Meeting Minutes

Special Meeting - 6:00pm - February 18, 2025

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

Present: Trustees Evans, Price and Winkleblack and Mayor Wilcox

Staff Present: Finance Director Distel

4. **Changes or Edits to the Agenda - None (while the agenda was not officially modified, item #7, Resolution 2025-004 was taken up while the Board waited for a discretionary fund applicant to arrive).**

5. **Person(s) Not On The Agenda**

- a. Melanie Clark - spoke to the feasibility study and utility rate study.

6. **Presentations, 2025 Discretionary Fund Applicants:** Presentations were made by the following organizations/representatives:

- Plateau Valley Cancer Fund - Joyce Chicos
- Collbran Lions Club - Debbie Hamm
- Collbran Congregational Church United Church of Christ - Sveto Djokic
- Plateau Valley Friends of the Library - Dan Currier
- Plateau Valley Historical Preservation Society - Sylvia Spangler
- Plateau Valley Youth Activities Association - Melissa Hood/Jacque Bevan
- Plateau Valley FFA Chapter - Ruth Shepardson & Haylee Nichols
- Hope West - Jenn Lin
- Plateau Valley Heritage Days Rodeo Committee - Tammy Clark
- Heritage of the Horse Versatility Ranch Horse Show - Tammy Clark.

After the presentations, there was discussion among the Board members regarding funding: **A motion to approve 2025 Discretionary Funding awards as follows was made by Mayor Wilcox and seconded by Trustee Price and unanimously approved:**

- Plateau Valley Cancer Fund - \$500
- Collbran Lions Club - \$500
- Collbran Congregational Church United Church of Christ - \$2,000

- Plateau Valley Friends of the Library - \$1,250
 - Plateau Valley Historical Preservation Society – \$500
 - Plateau Valley Youth Activities Association – \$2,000
 - Plateau Valley FFA Chapter – \$1,000
 - Hope West – \$3,000
 - Plateau Valley Heritage Days Rodeo Committee – \$2,000
 - Heritage of the Horse Versatility Ranch Horse Show – \$1,000
 - Total awarded: \$13,750 (2025 budget amount = \$14,000)
 - There was also an extended discussion about 4th of July. Town staff was asked to coordinate a meeting with interested parties.
7. Consideration of RESOLUTION 2025-004, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF COLLBRAN, COLORADO ENDORSING A LETTER OF SUPPORT FOR THE APPLICATION SUBMITTED BY MESA COUNTY TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR FUNDING FROM THE BUILDING RESILIENT INFRASTRUCTURE COMMUNITIES TO MODERNIZE WATER DELIVERY INFRASTRUCTURE IN THE PLATEAU VALLEY.

Mr. Bruce Michaelsen of the Collbran Conservancy District addressed the Board with a request for a letter of support for a grant application to FEMA which is being submitted by Mesa County for Federal Emergency Management Agency (FEMA) Building Resilient Infrastructure and Communities (BRIC) funding for the Mesa County Landslide Mitigation for Water Security Project. **A motion to approve Resolution 2025-004 was made by Trustee Evans and seconded by Trustee Winkleblack and unanimously approved.**

8. Consideration of Resolution 2025-005 – A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF COLLBRAN, COLORADO DESIGNATING AUTHORIZED SIGNATORIES ON THE TOWN BANK ACCOUNTS AND INDIVIDUALS AUTHORIZED TO CONDUCT ONLINE BANKING ON BEHALF OF THE TOWN.

After discussion and a request to modify the Resolution to include a two-signature requirement, **a motion to approve Resolution 2025-005 as modified was made by Trustee Evans and seconded by Trustee Winkleblack and unanimously approved.**

MEETING ADJOURNED AT 8: 42 PM.

Approved

Attest

**Town of Collbran
Finance Transmittal Sheet
February 2025**

Accounts Payable Invoices:		
See attached payment approval report	\$	218,458.73
Debit card charges:		
January 2025 (detail only, summary provided last mont)		
February 2025 (detail to be provided next month)	10,354.10	Includes recurring utility payments (Black Hills Energy, Grand Valley Power, etc)
Payroll checks and transmittals	<u>25,798.73</u>	
Total Disbursements	\$	<u>254,611.56</u>
Receipts:		
Water & sewer	\$	15,563.72
Main operating account		459,840.88
Interest earned	<u>12,000.00</u>	estimated
Total Receipts	\$	<u>487,404.60</u>
Net cash flow	\$	<u>232,793.04</u>
Cash/Investment Account Balances as of 12/31/24		
Grand Valley Bank Operating	\$	119,861.88
Grand Valley Bank Utility		210,975.23
Grand Valley Bank Money Market		1,605,238.96
Grand Valley Bank Debit Card		12,820.91
ColoTrust		1,381,632.69
CSAFE		<u>941,106.18</u>
Total	\$	<u>4,271,635.85</u>

Town of Collbran

Payment Approval Report - meeting
Report dates: 2/1/2025-2/28/2025Page: 1
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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
APEIRON UTILITY CONSTRUCTION LLC								
822	APEIRON UTILITY CONSTRUCTION LL	18343	BROADBAND: FIBER PLACEMENT IN MA	02/12/2025	17,850.00	17,850.00	02/28/2025	
Total APEIRON UTILITY CONSTRUCTION LLC:					17,850.00	17,850.00		
ASBESTOS PROFESSIONALS								
866	ASBESTOS PROFESSIONALS	24-0249.3	AUDITORIUM: ABATEMENT THROUGH 8	02/14/2025	91,789.88	91,789.88	02/14/2025	
866	ASBESTOS PROFESSIONALS	24-0249.4	AUDITORIUM: ABATEMENT 100 PERCEN	02/26/2025	68,842.40	68,842.40	02/28/2025	
Total ASBESTOS PROFESSIONALS:					160,632.28	160,632.28		
CITY OF GRAND JUNCTION								
213	CITY OF GRAND JUNCTION	2025-0007360	WATER: TESTING	01/31/2025	316.80	316.80	02/28/2025	
Total CITY OF GRAND JUNCTION:					316.80	316.80		
COLLBRAN AUTO AND TRUCK PARTS								
290	COLLBRAN AUTO AND TRUCK PARTS	STMT 013125	PW: OIL FILTER 749777	01/31/2025	59.52	59.52	02/04/2025	
290	COLLBRAN AUTO AND TRUCK PARTS	STMT 013125	PW: SPARK PLUG 749792	01/31/2025	8.58	8.58	02/04/2025	
Total COLLBRAN AUTO AND TRUCK PARTS:					68.10	68.10		
COLLBRAN SUPPLY								
153	COLLBRAN SUPPLY	STMT 013125	PW: MARKING PAINT 393903	01/31/2025	19.98	19.98	02/04/2025	
153	COLLBRAN SUPPLY	STMT 013125	PW: DEADBOLT FOR OFFICE 394076	01/31/2025	35.99	35.99	02/04/2025	
153	COLLBRAN SUPPLY	STMT 013125	WATER: REPAIRS MISC HARDWARE	01/31/2025	41.23	41.23	02/04/2025	
153	COLLBRAN SUPPLY	STMT 013125	PW: STORAGE TOTES 394205	01/31/2025	39.96	39.96	02/04/2025	
153	COLLBRAN SUPPLY	STMT 013125	WATER: CONDUIT 394567	01/31/2025	6.99	6.99	02/04/2025	
153	COLLBRAN SUPPLY	STMT 013125	WATER: GAS LINE ANTIFREEZE 394570	01/31/2025	2.99	2.99	02/04/2025	
153	COLLBRAN SUPPLY	STMT 013125	WATER: PLUMBING PARTS 394576	01/31/2025	4.17	4.17	02/04/2025	
Total COLLBRAN SUPPLY:					151.31	151.31		
Community Consulting, LLC								
869	Community Consulting, LLC	110	TOWN ADMINISTRATOR SERVICES 02.09	02/28/2025	8,353.13	8,353.13	02/28/2025	
Total Community Consulting, LLC:					8,353.13	8,353.13		
CORE & MAIN LP								
733	CORE & MAIN LP	W353763	WATER: PUMPHOUSE MYMAX 2	01/28/2025	439.39	439.39	02/07/2025	
Total CORE & MAIN LP:					439.39	439.39		
FILTER TECH SYSTEMS, INC.								
190	FILTER TECH SYSTEMS, INC.	9747	WTP: COMPUTER REPAIR REPLACE PO	02/05/2025	250.00	250.00	02/18/2025	
Total FILTER TECH SYSTEMS, INC.:					250.00	250.00		
IRONEDGE GROUP								
563	IRONEDGE GROUP	IEG-53488	ADMIN: COMPUTER NETWORKING FEB	02/01/2025	999.84	999.84	02/07/2025	
Total IRONEDGE GROUP:					999.84	999.84		
KLJ ENGINEERING LLC								
784	KLJ ENGINEERING LLC	10221031	ADMIN: HOOSIER DITCH EVALUATION A	02/12/2025	11,288.00	11,288.00	02/18/2025	
784	KLJ ENGINEERING LLC	10221032	ADMIN: WATER/WASTEWATER SYSTEM	02/12/2025	2,478.00	2,478.00	02/18/2025	
784	KLJ ENGINEERING LLC	10221033	ADMIN: ON-CALL HWY 330 VALVES	02/12/2025	774.86	774.86	02/18/2025	

Town of Collbran

Payment Approval Report - meeting
Report dates: 2/1/2025-2/28/2025

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
784	KLJ ENGINEERING LLC	10221034	LAND USE: TERRELL PARK SUB REVIEW	02/12/2025	1,134.00	1,134.00	02/18/2025	
Total KLJ ENGINEERING LLC:					15,674.86	15,674.86		
LOCO INC.								
204	LOCO INC.	STMT 12006-3	PW: FUEL	01/31/2025	174.78	174.78	02/07/2025	
Total LOCO INC.:					174.78	174.78		
NALCO COMPANY LLC								
863	NALCO COMPANY LLC	6603203681	WATER: WATER TREATMENT COAGULA	02/04/2025	1,323.03	1,323.03	02/18/2025	
Total NALCO COMPANY LLC:					1,323.03	1,323.03		
ROCKY MOUNTAIN SUPPLY CO								
585	ROCKY MOUNTAIN SUPPLY CO	16765	PW: SNOW EDGES AND BOLTS	01/10/2025	431.49	431.49	02/18/2025	
Total ROCKY MOUNTAIN SUPPLY CO:					431.49	431.49		
SNOW LINE SERVICES LLC								
717	SNOW LINE SERVICES LLC	ORC JANUAR	WATER/WASTEWATER SPLIT	01/31/2025	2,275.00	2,275.00	02/04/2025	
717	SNOW LINE SERVICES LLC	ORC JANUAR	WATER/WASTEWATER OPERATOR	01/31/2025	1,225.00	1,225.00	02/04/2025	
Total SNOW LINE SERVICES LLC:					3,500.00	3,500.00		
UTILITY NOTIFICATION CENTER OF								
371	UTILITY NOTIFICATION CENTER OF	225010281	PW: ANNUAL ASSESSMENT 811	01/31/2025	70.00	70.00	02/04/2025	
Total UTILITY NOTIFICATION CENTER OF:					70.00	70.00		
WESTERN PAPER DISTRIBUTORS								
627	WESTERN PAPER DISTRIBUTORS	5086782	PW: SUPPLIES TOWELS	02/12/2025	83.72	83.72	02/18/2025	
Total WESTERN PAPER DISTRIBUTORS:					83.72	83.72		
WILSON WILLIAMS FELLMAN DITTMAN								
857	WILSON WILLIAMS FELLMAN DITTMAN	1347	LEGAL SERVICES GENERAL COUNSEL:	01/31/2025	5,254.00	5,254.00	02/04/2025	
857	WILSON WILLIAMS FELLMAN DITTMAN	1347	LEGAL SERVICES: JANUARY 2025 SCH	01/31/2025	2,710.50	2,710.50	02/04/2025	
857	WILSON WILLIAMS FELLMAN DITTMAN	1347	LEGAL SERVICES: RECALL ELECTION 2	01/31/2025	175.50	175.50	02/04/2025	
Total WILSON WILLIAMS FELLMAN DITTMAN:					8,140.00	8,140.00		
Grand Totals:					218,458.73	218,458.73		

Town of Collbran

Check Register - Board Report
Check Issue Dates: 02/01/2025 - 02/28/2025

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Feb 28, 2025 2:13PM

Report Criteria:

Includes the following check types:

Manual, Payroll, Supplemental, Termination, Transmittal

Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Description	GL Account	Amount
02/01/2025	CDPT	02/07/2025	4110855	CCOERA	8	Retirement CCOERA (taxed volunt	01-00-1024	2,504.56-
02/01/2025	PC	02/07/2025	2025000	Distel, Karla Jean	129		01-00-1024	4,628.13-
02/01/2025	PC	02/07/2025	2025000	Nichols, Michael A.	121		01-00-1024	1,606.87-
02/01/2025	PC	02/07/2025	2025000	Vig, Michael A.	142		01-00-1024	1,119.11-
02/01/2025	PC	02/07/2025	2025000	White, Rory C.	126		01-00-1024	1,403.15-
02/15/2025	CDPT	02/20/2025	4110855	AFLAC	11	Supplemental Insurance C/SD Ins	01-00-1024	175.62-
02/15/2025	CDPT	02/20/2025	4110856	CCOERA	8	Retirement CCOERA (taxed volunt	01-00-1024	1,428.26-
02/15/2025	CDPT	02/20/2025	4110856	COLORADO EMPLOYEE BENEFI	15	Employer Paid Life Pay Period: 2/1	01-00-1024	5,024.70-
02/15/2025	CDPT	02/20/2025	4110856	EFTPS	13	tax deposit Federal Withholding Ta	01-00-1024	3,096.88-
02/15/2025	PC	02/21/2025	1567	Zentz, Lorraine C.	140		01-00-1024	138.52-
02/15/2025	PC	02/21/2025	2025000	Distel, Karla Jean	129		01-00-1024	345.50-
02/15/2025	PC	02/21/2025	2025000	Nichols, Michael A.	121		01-00-1024	1,805.17-
02/15/2025	PC	02/21/2025	2025000	Vig, Michael A.	142		01-00-1024	1,119.11-
02/15/2025	PC	02/21/2025	2025000	White, Rory C.	126		01-00-1024	1,403.15-
Grand Totals:								25,798.73-
			14					

Town of Collbran

Journals - by Reference

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Period 01/25 (01/31/2025)

Feb 28, 2025 2:14PM

Report Criteria:

Including transaction count

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
CASH DISBURSEMENTS - Debit Card Charges GVB (CD112)						
01/03/2025	1	Turboscribe - AI transcription software - Bo	10-00-4348	Computer/Network Services	20.00	
01/06/2025	2	Office Depot - admin supplies	10-00-4314	Operating Supplies	3.99	
01/06/2025	3	Office Depot - admin supplies	10-00-4314	Operating Supplies	45.98	
01/06/2025	4	Black Hills Energy - Auditorium	10-60-4398	Utilities Auditorium	13.89	
01/06/2025	5	Black Hills Energy - Shop	10-30-4398	Utilities Public Works	635.92	
01/06/2025	6	Black Hills Energy - Library	10-10-4398	Utilities Library	235.87	
01/06/2025	7	Black Hills Energy - Water Treatment	51-00-4398	Utilities Water	440.29	
01/06/2025	8	Black Hills Energy - Town Hall	10-00-4398	Utilities	263.63	
01/07/2025	9	Amazon - office supplies	10-00-4314	Operating Supplies	33.99	
01/07/2025	10	CenturyLink - PW Shop - telephone	10-30-4398	Utilities Public Works	59.28	
01/07/2025	11	CenturyLink - Town Hall - telephone	10-00-4398	Utilities	208.36	
01/07/2025	12	CenturyLink - Taxes, fees & surcharges	10-00-4355	License, Fees & Permits	27.70	
01/07/2025	13	CenturyLink - Sewer Plant - telephone	52-00-4398	Utilities Sewer	42.50	
01/07/2025	14	CenturyLink - Springs Pump Station - telep	51-00-4397	Utilities Springs Pump Station	42.50	
01/07/2025	15	CenturyLink - Water Plant - telephone	51-00-4398	Utilities Water	42.50	
01/07/2025	16	CenturyLink - WaterPlant - internet	51-00-4398	Utilities Water	64.95	
01/07/2025	17	CenturyLink - Water - taxes, fees & surchar	51-00-4355	License, Fees & Permits Water	13.85	
01/07/2025	18	CenturyLink - Sewer - taxes, fees & surcha	52-00-4355	License, Fees & Permits Sewer	4.62	
01/08/2025	19	Mesa County - water sampling	51-00-4353	Professional Water	25.00	
01/10/2025	20	Admin - Zoom Cloud recording	10-00-4348	Computer/Network Services	10.73	
01/10/2025	21	Admin - Legal ad final settlement Apeiron	10-00-4381	Advertising & Publishing	169.40	
01/10/2025	22	Admin - Legal ad final settlement Neucom	10-00-4381	Advertising & Publishing	184.80	
01/13/2025	23	Amazon - office supplies	10-00-4314	Operating Supplies	54.30	
01/14/2025	24	AT&T Premier - PW cell phone	10-30-4398	Utilities Public Works	92.64	
01/21/2025	25	Republic Services - trash disposal -PW	10-30-4398	Utilities Public Works	276.69	
01/21/2025	26	Amazon - keyless deadbolt Town Hall front	10-00-4366	Repairs & Maintenance	109.00	
01/21/2025	27	GVP - Springs Pump Station	51-00-4397	Utilities Springs Pump Station	409.89	
01/21/2025	28	GVP - Gandhi Park	10-50-4398	Utilities Parks	163.96	
01/21/2025	29	GVP - Water Plant	51-00-4398	Utilities Water	176.38	
01/21/2025	30	GVP - Sewer Plant	52-00-4398	Utilities Sewer	2,049.55	
01/21/2025	31	GVP - PV School Lift Station	52-01-4398	Utilities School Lift Station	62.60	
01/21/2025	32	GVP - Town Hall	10-00-4398	Utilities	292.39	
01/21/2025	33	GVP - Fairgrounds	10-54-4398	Utilities Fairgrounds	79.90	
01/21/2025	34	GVP - Plateau Creek Light	10-30-4397	Utilities Street Lights	47.58	
01/21/2025	35	GVP - Library	10-10-4398	Utilities Library	101.13	
01/21/2025	36	GVP - Auditorium	10-60-4398	Utilities Auditorium	184.65	
01/21/2025	37	GVP - Public Works Shop	10-30-4398	Utilities Public Works	125.67	
01/21/2025	38	GVP - Gandhi Park CNL	10-08-4398	Utilities - BB	31.50	
01/21/2025	39	GVP - Terrell Park	10-50-4397	Utilities Terrell Park	32.13	
01/21/2025	40	GVP - Street Lights	10-30-4397	Utilities Street Lights	324.45	
01/21/2025	41	GVP - Terrell PK Yard Lights	10-50-4397	Utilities Terrell Park	21.82	
01/21/2025	42	GVP - Spring Streets Lights	10-30-4397	Utilities Street Lights	21.82	
01/21/2025	43	GVP - Gandhi Park Pumphouse	51-00-4398	Utilities Water	89.60	
01/23/2025	44	Grainger - fiber locate	10-30-4314	Operating Supplies Public Work	974.09	
01/23/2025	45	UPS - Water - Water Sampling shipping	51-00-4310	Postage & Freight Water	21.31	
01/27/2025	46	Town of Collbran - Water - Mothers Park	10-50-4398	Utilities Parks	12.29	
01/27/2025	47	Town of Collbran - Water-Sewer - Town Ha	10-00-4398	Utilities	53.37	
01/27/2025	48	Town of Collbran -Water-Sewer - Collbran	10-10-4398	Utilities Library	53.78	
01/27/2025	49	Town of Collbran - Water-Sewer - Terrell P	10-50-4397	Utilities Terrell Park	12.29	
01/27/2025	50	Town of Collbran Water-Sewer - Terrell Pa	10-50-4397	Utilities Terrell Park	50.58	
01/27/2025	51	Town of Collbran -Water-Sewer - Fairgroun	10-54-4398	Utilities Fairgrounds	58.58	
01/27/2025	52	Town of Collbran -Water-Sewer -Auditoriu	10-60-4398	Utilities Auditorium	50.15	
01/27/2025	53	Town of Collbran - Water -Lilac Park	10-50-4398	Utilities Parks	12.29	

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
CASH DISBURSEMENTS - Debit Card Charges GVB (CD112) (continued)						
01/27/2025	54	Town of Collbran -Water - Women's Memo	10-50-4398	Utilities Parks	12.29	
01/27/2025	55	Town of Collbran Water-Sewer - Public Wo	10-30-4398	Utilities Public Works	56.87	
01/27/2025	56	Town of Collbran - Water - Gandi Park pu	51-00-4398	Utilities Water	11.80	
01/28/2025	57	Terminix - water plant - maintenance	51-00-4367	Repairs & Maint. Water Treatme	45.00	
01/29/2025	58	Mesa County - water sampling	51-00-4353	Professional Water	25.81	
01/31/2025	59	January debit card charges	01-00-1025	GVB - Debit Card	.00	8,787.90-
Total CASH DISBURSEMENTS - Debit Card Charges GVB (CD112):					<u>8,787.90</u>	<u>8,787.90-</u>
References: 59 Transactions: 59						
Total 125:					<u>8,787.90</u>	<u>8,787.90-</u>
Grand Totals:					<u>8,787.90</u>	<u>8,787.90-</u>

DR 8400 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Submit to Local Licensing Authority

MAIN STREET LIQUOR
PO BOX 211
Collbran CO 81624

Fees Due		Page 14 of 57
Annual Renewal Application Fee		\$
Renewal Fee		477.50
Storage Permit	\$100 X _____	\$
Sidewalk Service Area	\$75.00	\$
Additional Optional Premise Hotel & Restaurant	\$100 X _____	\$
Related Facility - Campus Liquor Complex	\$160.00 per facility	\$
Amount Due/Paid		\$477.50

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

Paid by check

Uploaded to MoveIt on Date

Paid Online

Licensee Name

NC2CO LLC

Doing Business As Name (DBA)

MAIN STREET LIQUOR

Liquor License Number

03-11471

License Type

Retail Liquor Store (city)

Sales Tax License Number

34796050

Expiration Date

04/07/2025

Due Date

02/21/2025

Business Address

Street Address

107 MAIN STREET

Phone Number

9704873392

City, State, ZIP Code

Collbran CO 81624

Mailing Address

Street Address

PO BOX 211

City, State, ZIP Code

Collbran CO 81624

Email

Operating Manager

EDWARD H DALRYMPLE

Date of Birth

2-28-1969

Home Address

Street Address		Phone Number
107 MAIN ST		970-312-6225
City	State	ZIP Code
COLLIERAN	CO	81624

1. Do you have legal possession of the premises at the street address?..... Yes No

Are the premises owned or rented? Owned Rented*

*If rented, expiration date of lease

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility?..... Yes No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit?..... Yes No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing?..... Delivery Takeout Both Takeout and Delivery

4. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?..... Yes No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?..... Yes No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)?..... Yes No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime?.....

Yes No

If yes, attach a detailed explanation.

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked?.....

Yes No

If yes, attach a detailed explanation.

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee?.....

Yes No

If yes, attach a detailed explanation.

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business

EDWARD H DALRYMPLE

Title

PRESIDENT

Signature

Edward H Dalrymple

Date (MM/DD/YY)

02-20-19-25

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

Title

Attest

Signature

Date (MM/DD/YY)

DR 8495 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Tax Check Authorization, Waiver, and Request to Release Information

I, EDWARD H DALRYMPLE

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

NEZCO LLC

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)

Page 18 of 57

NC2CO LLC DBA MAIN STREET LIQUOR

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

970-312-6225

970-487-3392

Street Address

107 MAIN ST

City

State ZIP Code

COLLBRAN

CO

81624

Printed name of person signing on behalf of the Applicant/Licensee

EDWARD H DALRYMPLE

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) Date Signed

Edward H Dalrymple

2-19-25

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

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Town of Collbran

1010 High Street
PO Box 387
Collbran, CO 81624

Phone: 970-487-3751
Fax: 970-487-3380

To Whom It May Concern,

In regards to Licensee, NC2CO LLC also known as Main Street Liquors, located at 107 Main St Collbran, CO 81624 has completed the necessary criteria and paid all required fees for the 2024 liquor license renewal. The Town of Collbran Board of Trustees approved the 2024 Liquor License Renewal for the above stated applicant on March 5th, 2024.

LIQUOR LICENSE RENEWAL FOR:

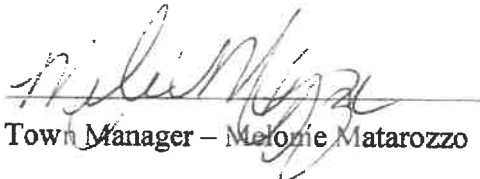
NC2CO LLC (MAIN STREET LIQUORS)
107 Main Street

LICENSE TYPE: RETAIL LIQUOR STORE (CITY)
LICENSE #: 03-11471

Please call Collbran Town Hall at (970)487-3751 should you have any questions or concerns regarding the attached renewal application.

Thank you.

Kindest Regards,


Town Manager – Melonie Matarozzo

Date: 3/11/24

4:15 PM

DUTCH APPROVAL
3-5-24

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW Page 1 of 57

DR 8402 (07/01/2012)

STATE OF COLORADO DEPARTMENT OF REVENUE

LIQUOR ENFORCEMENT DIVISION
1707 Cole Blvd, Suite 300
Lakewood, CO 80401

NC2CO LLC
dba MAIN STREET LIQUOR
107 MAIN STREET
Collbran CO 81624

ALCOHOL BEVERAGE LICENSE

Liquor License Number 03-11471	License Expires at Midnight April 07, 2025
License Type RETAIL LIQUOR STORE (CITY)	
Authorized Beverages MALT, VINOUS AND SPIRITUOUS LIQUOR	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1707 Cole Blvd, Suite 300 Lakewood, CO 80401.

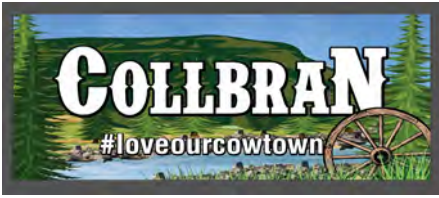
In testimony whereof, I have hereunto set my hand. 9/4/2024

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Executive Director



Board of Trustees Memorandum Agenda Item: 10

TITLE: Collbran Plateau Valley School Water Extension Project

REQUESTOR: Administration

ATTACHMENTS:

- A** – Plateau Valley School District/Town of Collbran Waterline Extension IGA
- B** – Mesa County/Town of Collbran Waterline Extension IGA for Grant Management Assistance
- C** – Mesa County Easement Deed and Agreement for Waterline and Tank construction
- D** – Task order 2404-00219-03 with KLJ Engineering for waterline construction observation and management
- E** – RESOLUTION 2025-005

BACKGROUND:

In November of 2024, through a competitive grant application process, the Town of Collbran was awarded a generous \$1,000,000 grant (50%/50% match) from the Department of Local Affairs (DOLA), Energy/Mineral Impact Assistance Fund (EIAF) to complete the Collbran Plateau Valley School Water Extension project. The project will be completed by FCI Constructors, Inc., a company selected through a competitive bidding process by the School District, and approved by the Town Board on November 02, 2024, for Cooperative Purchasing per the Town of Collbran Municipal Code 2.24.090. The project has been in the contracting phase since November 2024, which has been delayed due to recent staffing transitions at the Town resulting in DOLA concerns about the continuity of project management oversight and grant management.

DISCUSSION:

In an effort to move the project forward before the Board this evening there are four (4) documents for review and approval. It is important to note that KLJ Engineering has agreed to provide project management oversight, which will be paid for by the School District, and that Mesa County has agreed to support the Town in grant management free of charge. Both are required by DOLA to provide continuity to the project through the current transitions the Town is facing. The IGAs before the Board this evening establishes parameters for appropriate management of the project and grant funds.

The following four (4) documents are before the Board for review and approval via Resolution 2025-005 this evening.

1. Plateau Valley School District/Town of Collbran Water Extension IGA
2. Mesa County/Town of Collbran Water Extension IGA for Grant Management Assistance
3. Easement Deed and Agreement
4. Task order 2404-00219-03 with KLJ Engineering for waterline construction observation and management

FISCAL ANALYSIS:

There are no known impacts on the Town budget related to construction of the waterline. The project budget for construction of the waterline and tank is approximately \$2.3 million, with \$1 million from the Energy Impact Assistance grant and all remaining construction funds to come from the Plateau Valley School District. As outlined in the IGA between the School and the Town, the Town will accept responsibility for contracting with FCI for construction of the waterline and tank and will use the combination of grant and school funds for the project costs. Both the grant and school revenues and the costs of the project have been included in the Town's 2025 budget, with a net impact of zero dollars. The cost for KLJ's construction management oversight is \$23,330 which will be reimbursed by the Plateau Valley School District.

As identified in the IGA between the School District and the Town, the Town will receive \$83,250 in calculated water tap fees (\$4,500 multiplied by 18.5 EQRs) at the time the constructed waterline and tank assets are completed and conveyed to the Town. At that time, the Town will assume responsibility for maintenance and any future replacement of the waterline and tank assets. There are no additional sewer tap fees to be collected.

RECOMMEND ACTION:

Recommended Motion: I move to approve RESOLUTION 2025-005.

Respectfully Submitted,
Angie Sprang
Interim Town Administrator

**INTERGOVERNMENTAL AGREEMENT
(Plateau Valley School Water Project and Sewer Project)**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is between **Plateau Valley School District No. 50**, a Colorado public school district, 56600 Highway 330, Collbran, Colorado 81624 (the “District”), and **Town Of Collbran**, a Colorado statutory town, 1010 High Street, Collbran, Colorado 81624 (the “Town”).

RECITALS:

A. The District has issued general obligation bonds and has been awarded a Building Excellent Schools Today grant (herein, the “BEST Grant”) to fund the design and construction of a new PK-12 public school facility (the “PVS Facility”) on the District’s existing Plateau Valley School campus located within the Town (the “PVS Project”), and the Town desires to provide domestic water service and sewer service to the PVS Facility that meets all applicable safety and health standards; and

B. The Town has been awarded a Colorado Division of Local Affairs Energy Impact Assistance Fund Grant (DOLA EIAF 9979) in the amount of One Million Dollars (\$1,000,000.00) to partially fund construction of a water line and water tank to serve the PVS Facility and potentially other Town residents (herein, the “DOLA Grant”); and

C. Completion of the PVS Project will provide modern facilities for community use, help attract business and residential growth, enhance community pride and increase property values in the Town and surrounding Plateau Valley community; and

D. In order to provide municipal domestic water service to the new PVS Facility that will improve water quality and enhance fire protection for PVS staff, students and patrons, a new water line, water tank and related infrastructure is needed to extend the Town’s existing water facilities to the District’s property as generally set forth in the Water Project Scope and preliminary drawings attached hereto as **Exhibit A** (“Water Project”); and

E. In order to provide suitable sewer service to the new PVS facility, it is necessary to relocate and upgrade the current lift station on the District’s property as shown on preliminary drawings attached hereto as **Exhibit B** (the “Sewer Project”); and

F. The District has entered into a contract with FCI Constructors, Inc. (“FCI”) under which FCI is the Construction Manager for the PVS Project, including the Water Project and Sewer Project (herein the “FCI Contract”); and

G. The District and Town desire to work together diligently to assure that the Town can deliver domestic water and sewer service to the new PVS facility in time to allow its scheduled opening in January 2026, and to set forth their respective rights and responsibilities with regard to the Water Project and Sewer Project, and with regard to the Town’s future water and sewer service to the PVS Facility; and

H. The existing Plateau Valley School is currently used by approximately 264 enrolled students and faculty (the “Current Use”), and the PVS Facility when completed will accommodate use by up to 550 students and faculty (the “Maximum Capacity”); and

I. The Town and District (collectively, the “Parties”) are authorized to enter into this Agreement pursuant to Article XIV, Section 18 of the Colorado Constitution, and C.R.S. §§ 29-1-203 and 22-32-110(1)(f); and

J. The Parties desire to share costs and undertake responsibilities in connection with the Water Project and Sewer Project as provided in this Agreement; and

K. The Parties further desire to fix by this Agreement the water and sewer tap fees the Town may charge for extending water service to the PVS Facility and continuing to provide sewer service to such facility, as well as the terms and conditions under which the Town would be entitled to impose additional water and sewer tap fees on the District during the term of this Agreement.

NOW, THEREFORE, in consideration of the recitals stated above, the receipt and sufficiency of which are hereby acknowledged, the District and the Town understand and agree as follows:

1. Water Project. The Parties agree to allocate responsibilities regarding the Water Project as follows:

a. Property Acquisition. The Water Project shall be constructed upon property or easements owned or controlled by the Town that may be used for municipal water utilities and within easements owned or controlled by the District that may be used for installation and operation of an underground potable water supply line. The Parties have acquired or will timely acquire from Mesa County and other third parties all easements, rights-of-way and other real property necessary to construct the Water Project.

b. Design and Construction. The District shall design, construct and install the Water Project at its sole expense, including all necessary surveys, geotechnical testing and engineering. Such design and construction shall meet or exceed applicable state and federal regulatory standards, including those promulgated by Colorado Department of Public Health and Environment (“CDPHE”). The District’s design and construction of the Water Project shall be subject to Town review and approval to the same extent as other construction projects within the Town, but Town agrees to expedite its review and approval processes as needed to assure the timeline specified in subparagraph 1.f is met. The Town agrees that corrosivity testing shall not be required, but Water Project plans and specifications shall provide standard pipe wrap detail.

c. Permits and Approvals. The District shall, at its expense, apply for and obtain all applicable state or federal governmental or regulatory permits and approvals needed for completion of the Water and Sewer Projects, including applicable permits and approvals from CDPHE and Colorado Department of Transportation. However, the Town

shall reasonably cooperate with and assist the District as needed to facilitate issuance of such permits and approvals.

d. Title. Upon the District's completion of the Water Project and final acceptance of such Water Project by the Town, the District shall assign and convey to the Town all easements and permits acquired for construction of the Water Project, title to all installed equipment, pipeline and other Water Project infrastructure that is constructed or installed on property that is not owned by the District, along with any applicable warranties regarding such equipment and infrastructure. Following such acceptance, the Town shall be responsible for ongoing and future maintenance, repair, operation and upkeep of such Water Project assets and for compliance with any and all permits, laws and regulations applicable to the provision of municipal water service to the PVS Facility.

e. Water Tap Fees. The parties acknowledge and agree that pursuant to Article 34 of the Collbran Municipal Code (the "Code"), the water tap fees charged by the Town for connection to the Town's water system and the Town's service charges for monthly water service shall be determined based on the use of such facility as measured in Equivalent Residential Units ("EQR"). In consideration of the District's capital contribution in connection with the Water Project, the parties agree as follows:

i. The initial EQR for the PVS Facility shall be 18.5, which the parties agree corresponds to the Current Use, as described in Recital H above. Therefore, upon completion of the conveyances contemplated in Paragraph 2.d. above, the District shall pay a water tap fee to the Town in the amount of \$83,250.00 (18.5 multiplied by \$4500, the current in-Town tap fee rate per EQR). Such payment shall be made upon completion of the transfer of the Water Project assets to the Town pursuant to Paragraph 2.d. above.

ii. The District shall not owe additional water tap fees to the Town beyond that specified in Paragraph 2.e.i. above, unless actual student and faculty occupancy (i.e. student enrollment count plus faculty count) exceeds Current Use by ten percent (10%) or more. In the event this occurs, the Town shall adjust the EQR for the PVS Facility to align with such actual student and faculty occupancy, and the District shall pay an additional water tap fee for the difference between the adjusted EQR and the initial EQR, at the then-current Town water tap fee rate per EQR.

iii. The Town agrees that it will not review the actual student and faculty occupancy at the PVS Facility before 2030, and not more frequently than once every five (5) school years during the term of this Agreement. Moreover, the Parties acknowledge and agree that the District's pupil enrollment and faculty occupancy will fluctuate during each school year. Therefore, District's actual student occupancy for purposes of any such review shall be calculated based on the District's official October 1 pupil count for the PVSD facility reported to the Colorado Department of Education for the school year in which the review takes

place, and the faculty count shall be also determined as of October 1 of such school year.

f. Timeline. In order to commence educational operations at the new PVS school facility in time for its Scheduled Opening, the Parties shall use best efforts to perform their respective obligations with regard to the Water Project to allow construction of the Water Project to commence on or before April 1, 2025, and to allow the Water Project to be completed in accordance with the timeline set forth as **Exhibit D**.

3. Water Project Cost Sharing.

a. District's Obligations. The District shall provide Town with matching funds sufficient for Town to pay when due all Eligible Costs incurred to complete the Water Project pursuant to the FCI Contract or other applicable Water Project contracts. "Eligible Costs" shall mean those Water Project costs that qualify for reimbursement under the DOLA Grant, including contracted labor, materials, bonding, insurance, permitting, required testing, inspection, or commissioning costs, and excluding architectural, engineering, project and construction oversight, bid process, travel, per diem, and legal fees. The District shall pay for all approved Water Project costs that are in excess of the amount available under the DOLA Grant, or that are not Eligible Costs. Nothing herein shall modify or impair the District's rights to approve, disapprove or withhold payment to FCI or other third parties in accordance with the District's contracts with such parties, or to seek or obtain reimbursement from the BEST Grant for Water Project costs excluded or otherwise not reimbursed with DOLA Grant proceeds.

b. Town's Obligations. The Town shall timely pay Eligible Costs with funds provided by the District, and use all awarded DOLA Grant funds it receives to reimburse the District for amounts paid to the Town to complete the Water Project that are eligible for payment with DOLA Grant proceeds (i.e., "Eligible Costs").

c. Grant Requirements. The Parties agree that the grant agreement between the Town and DOLA for the DOLA Grant, a copy of which is attached hereto as **Exhibit C**, defines the terms and conditions of the DOLA Grant award. The Parties agree to comply with the terms and conditions stated in the DOLA Grant. Further, the District agrees and understands that no work undertaken before a fully executed DOLA Grant is received by the Town can be reimbursed through such grant. The District shall promptly provide all information reasonably requested by the Town to comply with required grant reporting or to respond to information requests by DOLA. Similarly, The Town shall promptly provide all information reasonably requested by the District to comply with required BEST Grant reporting or to respond to information requests by the BEST Program or other state agencies.

d. Reimbursement Procedure. To ensure that both the DOLA Grant and the BEST Grant may be fully utilized to cover costs associated with the the Water Project and Sewer Project, the Parties agree to the following procedure:

i. Whenever the District receives an invoice from FCI in connection with the Water Project (a “Water Project Invoice”), the District shall forward a copy of said invoice to the Town within ten (10) business days.

ii. The Town and District shall cooperate in reviewing and approving all submitted Water Project invoices to determine which invoiced amounts are approved Eligible Costs to be paid by the Town, which are approved but excluded from or in excess of Eligible Costs that are to be paid by the District, and which are disapproved for payment.

iii. Within ten (10) business days following receipt of a Water Project Invoice, the District shall provide the Town with funds equal to the entire amount of approved Eligible Costs, less the applicable withhold percentage as provided in the FCI Contract, for such Water Project Invoice (an “Invoice Payment”).

iv. The District shall be responsible for payment of any approved Water Project Invoice amount that is not an Eligible Cost, or is in excess of the amount reimbursable under the DOLA Grant.

v. Upon receipt of both a Water Project Invoice and an Invoice Payment, the Town shall be responsible for paying all Eligible Costs associated with said Water Project Invoice when due, less the applicable withhold percentage, if any, as provided in the FCI Contract.

vi. After payment of each Water Project Invoice, the Town shall submit a reimbursement request for Eligible Costs to DOLA within ten (10) days;

vii. Within ten (10) days of the receipt of a DOLA Grant reimbursement payment from DOLA, the Town will transfer the same to the District without deduction or setoff.

viii. Pursuant to DOLA Grant reimbursement terms, once a maximum of ninety-five percent (95%) of the DOLA Grant award has been requested, no further payments will be made until grant closeout. The Town will make all reasonable efforts to expedite final grant closeout and payment, and will remit the final payment of the remaining five percent (5%) of the DOLA Grant award to the District within ten (10) days of receipt.

ix. The Parties agree that DOLA has the right to audit and reject expenditures determined not to be in compliance with the terms of the DOLA Grant agreement between the Town and DOLA. If DOLA requests reimbursement for any ineligible or disallowed costs previously paid to the Town, the District agrees to reimburse the Town for those ineligible or disallowed costs within thirty (30) days of being notified of such action by DOLA.

4. Sewer Project.

a. Design and Construction. The District shall design, construct and install the Sewer Project at its sole expense, including all necessary surveys, geotechnical testing and engineering. Such design and construction shall meet or exceed applicable state and federal regulatory standards, including those promulgated by CDPHE. The District's design and construction of the Sewer Project shall be subject to Town review and approval to the same extent as other Town construction projects, but Town agrees to expedite its review and approval processes as needed to allow the timelines provided herein to be met, and no review or approval shall be unreasonably withheld, delayed or denied.

b. Title and Maintenance. The District shall retain title to all Sewer Project infrastructure and equipment installed on District property pursuant to the Sewer Project. The District shall be responsible for the maintenance, repair and replacement of all Sewer Project infrastructure installed on District Property.

c. Sewer Tap Fees. No sewer tap fees shall be charged by the Town with regard to the PVS Project. However, if following completion of the PVS Project, the District adds to, renovates, or remodels the PVS Facility during the term of this Agreement in a manner that results in a higher student and faculty occupancy than the Maximum Capacity stated herein, the Town may charge the District with a sewer tap fee based on the EQRs represented by the difference between said Maximum Capacity and the updated capacity of the PVS Facility following such addition, renovation or remodeling. To the extent this paragraph is inconsistent with the terms of that certain Settlement Agreement dated as of June 8, 1999 between the Town and District, the Parties agree that such agreement is hereby superceded, and that this paragraph shall be controlling.

5. Rates. Upon commencement of domestic water and sewer service to the new PVS Facility pursuant to this Agreement, the District shall pay Town's water and sewer service charges in accordance with the Town's adopted rate schedule for properties located within corporate Town limits. The Parties agree that no water or sewer service charges or rates to Town users shall be increased on account of the Water Project, Sewer Project or the Town's provision of water or sewer service to the new PVS Facility, but the Town reserves the right to adjust such rates in its discretion during the term of this Agreement due to other factors affecting costs of maintaining and operating the Town's water and sewer systems.

6. Coordination; Further Agreements. The District and the Town shall coordinate regularly and in good faith to meet the above-stated timelines. In connection therewith, the Town and the District shall each appoint a representative from its respective organization to serve as a scheduling coordinator, representative and liaison regarding the Water Project and Sewer Project, and such representatives shall coordinate performance of the Parties respective performances under this Agreement. The Town and District agree to enter into intergovernmental agreements and to execute such other documents or instruments as are necessary or appropriate to effectuate the terms and agreements expressed herein.

7. Dispute Resolution. In the event that the Town and the District are unable to agree upon the rights and obligations of the Parties with respect to any matter arising under this Agreement, the matter in dispute shall be submitted to the Town Board of Trustees, through the Town Administrator, and the District's Board of Education through the Superintendent of Schools, who shall attempt to negotiate a resolution of the differences between the parties in such a manner as they may deem appropriate. If the Town and the District are unable to reach a settlement within a reasonable amount of time, not to exceed 60 days from the date a Party first submits a request to the other party to initiate negotiations as to any dispute, either Party may pursue such other relief or remedies as may be provided by law or equity. If, on account of any breach or default by a Party hereto under the terms and conditions hereof, any judicial proceeding shall be commenced to enforce any provision(s) of this Agreement, the substantially prevailing party shall (in addition to other relief granted) be awarded all reasonable attorneys' fees and costs resulting from such litigation to the extent permitted by law.

8. Insurance. Town and District shall each carry, at their own expense, for the duration of this Agreement, liability insurance in amounts not less than the maximum limits of liability under the Colorado Governmental Immunity Act, as amended, as well as unemployment and worker's compensation insurance as required by law, and shall provide will provide the other party with evidence of such insurance upon request.

9. Immunity. The Parties understand and agree that they each may be protected by, and will rely on and do not waive or intend to waive by any provision of this Agreement, the limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*, as from time to time amended.

10. Relationship of Parties. The Parties intend that an independent contractor relationship be created by this Agreement. The Town's operations shall not be combined in any way with the operations of the District, but instead shall be maintained separately and distinctly. Neither party nor its employees shall be considered agents or employees of the other party for any purpose.

11. Fiscal Funding. No provision of this Agreement shall be construed or interpreted: (a) to directly or indirectly obligate either Party to make any payment in any year in excess of amounts appropriated for such year; or (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision.

12. General Provisions.

a. Entire Agreement - Merger - Modifications - No Waiver. This Agreement contains the entire understanding of the parties and is intended as a complete and final expression of their agreement and of the terms thereof. All prior statements and representations, including those which may have been negligently made, and all prior understandings and agreements are merged herein. The Parties specifically waive any claims they may have for negligent misrepresentations in the formation of this Agreement. This Agreement shall not be modified except by a writing signed by the parties hereto or their duly authorized representatives. No waiver by either party of any default shall be deemed a waiver of any subsequent default.

b. Time of the Essence. Time is of the essence of this Agreement and in the event of the failure of either Party to perform any term or condition hereof, including but not limited to terms pertaining to delivery and payment, such Party shall be in default and the other Party shall be entitled to all remedies provided by law and the terms of this Agreement.

c. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for all actions connected herewith shall be in Mesa County, State of Colorado.

d. Invalidity. If any clause or provision of this Agreement be determined to be illegal, invalid or unenforceable under present or future laws, then it is the intention of the parties that the other terms and provisions of this Agreement shall not be affected thereby.

e. Third Party Beneficiaries. This Agreement does not create any rights in any individual or entity not a party to this Agreement.

f. Captions. Article titles and paragraph titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision thereof.

g. Term and Termination. This Agreement shall be valid for a term of 25 years from the Effective Date. Upon the expiration of this Agreement, the Parties agree to meet and confer regarding whether an extension, amendment, or new agreement is necessary or appropriate regarding the matters addressed herein.

h. Interpretation. This Agreement has been negotiated and agreed to by, with and through the common effort of the Parties and as such each waives and foregoes the customary rule that ambiguities are construed against the drafter. In the event of any ambiguities the Parties agree to a liberal construction of the Agreement and to give meaning, purpose and effort to attempting to resolve the ambiguity(ies) in favor of continuing the Agreement for the benefit of the communities that they serve.

i. No Joint Venture. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties with respect to the Project and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not provide for the joint exercise by the Parties of any activity, function or service, nor does it create a joint enterprise, nor does it authorize either Party to act as the agent for the other Party hereto for any purpose whatsoever.

j. Notices. All notices that may be required or given pursuant to this Agreement by a party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States first class mail, postage prepaid, and addressed as follows:

SCHOOL DISTRICT
Superintendent of Schools
Plateau Valley School District No. 50
56600 Highway 330
Collbran, CO 81624

TOWN
Town Administrator
Town of Collbran
1010 High Street
Collbran, CO 81521

The address to which any notice, other writing may be given to any party as above provided may be changed by written notice given by such party as above provided.

13. Effective Date. This Agreement shall be effect as of the date signed by the Parties below.

The Parties, individually and collectively, intending to be bound to the terms and conditions hereof do sign and bind the entity for which they sign.

DISTRICT: PLATEAU VALLEY SCHOOL DISTRICT NO. 50

Dated: _____

By _____
Dane Hilgenfeld
President, Board of Education

ATTEST:

Katy Sheffield, Board Secretary

TOWN:

TOWN OF COLLBRAN

Dated: _____

By _____

Kendall W. Wilcox,
Mayor, Town of Collbran

ATTEST:

Town Clerk

**Approval of Intergovernmental Agreement with Town of Collbran
Regarding Plateau Valley School Water and Sewer Project**

Board of Education Resolution 25-3

Presented: February 28, 2025

WHEREAS, the District has determined to build a new water line, water tank and related infrastructure connecting the new Plateau Valley School currently under construction (the "PVS Facility") to the Town of Collbran's ("Town") potable water supply system in order to improve water quality and enhance fire protection for Plateau Valley School staff, students and patrons (the "Water Project"); and

WHEREAS, in order to provide suitable sewer service to the new PVS Facility, it is also necessary to relocate and upgrade the current sewer lift station on the District's property (the "Sewer Project"); and

WHEREAS, the Town has been awarded a Colorado Division of Local Affairs Energy Impact Assistance Fund Grant (DOLA EIAF 9979) in the amount of One Million Dollars (\$1,000,000.00) to partially fund construction of the Water Project (herein, the "DOLA Grant"); and

WHEREAS, the Board desires to work cooperatively with the Town to complete the Water Project and Sewer Project prior to the scheduled opening of the PVS Facility in January 2026, to defray Water Project expenses with the DOLA Grant proceeds, and to have an agreement with the Town governing water and sewer service to the PVS Facility; and

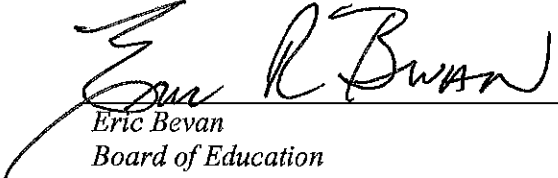
WHEREAS, the administration has negotiated the attached intergovernmental agreement between the Parties (the "IGA") to delineate their respective rights and responsibilities with regard to the Water Project and Sewer Project, and to specify the terms governing the Town's delivery of water and sewer service to the PVS Facility, including the terms governing tap fees payable to the Town for connection of the PVS Facility to the Town's water system, and the terms and conditions under which the Town would be entitled to charge the District with additional water and sewer tap fees during the term of this Agreement; and

WHEREAS, an intergovernmental agreement between the Town and District (collectively, the "Parties") regarding the Water Project and Sewer Project is authorized pursuant to Section 18, Article XIV of the Colorado Constitution, and section 29-1-203, C.R.S.; and

WHEREAS, the Board finds the terms of the IGA to be in the best interests of the District.

NOW, THEREFORE, BE IT RESOLVED that the Board of Education hereby approves the attached IGA and authorizes the Board President and Secretary to execute the same on behalf of the District.

I hereby certify that the information contained in the above resolution is accurate and was adopted by the Plateau Valley School District No. 50 Board of Education on February 28, 2025.


 Eric Bevan
 Board of Education

GRANT MANAGEMENT SERVICES INTERGOVERNMENTAL AGREEMENT

THIS GRANT MANAGEMENT SERVICES INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is between **Mesa County**, a political subdivision of the State of Colorado, 544 Rood Avenue, Grand Junction, Colorado 81501 (“Mesa County”), and the **Town Of Collbran**, a Colorado statutory town, 1010 High Street, Collbran, Colorado 81624 (the “Town”) (collectively, the “Parties,” or individually without specification, a “Party”).

RECITALS:

A. The Plateau Valley School District (the “District”) has secured funding from the Colorado Department of Education and commenced work to design and construct a new PK-12 public school facility (the “District’s Facility”) on the District’s existing Plateau Valley School campus; and

B. Town desires to provide domestic water service to the District’s Facility that meets all applicable safety and health standards, thereby improve quality drinking water and enhanced means of fire protection for the District’s staff, students, and patrons; and

C. In order for the Town to provide such water service to the District’s Facility, a new water line is needed to extend the Town’s existing municipal water facilities to the District’s Facility (the “Water Line Project”); and

D. To defray a portion of the expense for the design and construction the Water Line Project, the Town has obtained a grant from the Colorado Division of Local Affairs (“DOLA”) Energy Impact Assistance Fund in an amount of One Million Dollars (\$1,000,000.00) (the “DOLA Grant”). The Town will use the DOLA Grant funds to pay the District for a portion of the Eligible Costs incurred associated with the Water Line Project; and,

E. The Town, at this time, does not have staffing resources to sufficiently manage matters under the DOLA Grant that the Town is charged to manage by any terms and conditions of the DOLA Grant agreement (the “Grant Agreement”); and,

F. Mesa County, having expertise in grant management and available staffing resources, has agreed to provide such grant management services on the Town’s behalf under the terms of this Agreement; and

G. The Town has additionally retained KLJ Engineering LLC, a North Dakota limited liability company (“KLJ”), to provide grant assurance services with respect to the DOLA Grant, including, but not limited to, overseeing a third-party contractor’s construction of the Water Line Project and vetting of such contractor’s work and related billing.

NOW, THEREFORE, in consideration of the recitals stated above, and the covenants, mutual agreements, and other good and valuable consideration contained in this Agreement, Mesa County and the Town understand and agree as follows:

1. Incorporation of Recitals. The Parties confirm and incorporate the foregoing recitals into this Agreement.

2. DOLA Grant Management Services; Related Matters. Mesa County will prepare, for the Town's submittal as grantee under the DOLA Grant to DOLA, all reports and related materials that the Grant Agreement may require for purposes of reimbursement or otherwise, subject to the following terms and conditions:

a. Supply of Reporting Materials. Town shall timely supply Mesa County with all items reasonably required for completion of or inclusion in any DOLA Grant reporting, as mutually determined by the Parties, including, but not limited to, invoices, documentation regarding withholding of retainage, check stubs or similar verification of payment of reimbursable expenses, a summary of activities from the reporting period, and outline of anticipated activities for the next subsequent reporting period, such that Mesa County may prepare reports and related materials for submittal to DOLA in compliance with any applicable Grant Agreement deadlines. Timely supply of required items to Mesa County means receipt of such items by Mesa County no later ten days following conclusion of the reporting period, or as quickly as as possible for any item(s) identified as required after such tenth day. All items which are required to be vetted by KLJ shall be vetted by KLJ prior to Town supplying such items to Mesa County.

b. Completion and Submission of Reports. Mesa County will prepare the required grant report or other materials required by the Grant Agreement to be submitted to DOLA for Town's review, within ten days of Mesa County's receipt of all, or substantially all, of the items required to be submitted or for preparation of a required submittal. The Town will review all reports or other materials prepared by Mesa County for adequacy and completeness, and timely cooperate with Mesa County to resolve any perceived deficiencies. Town will finally approve reports or materials for submittal to DOLA by Mesa County by either Town's Mayor or Town's Administrator signing or otherwise authorizing Mesa County to proceed with submittal of the reporting or materials on behalf of Town. Mesa County shall submit approved reports or materials to DOLA through DOLA's grants management portal, or other utility supplied or prescribed by DOLA, and Town will take all actions required by DOLA to make use of the grants management portal or other utility available to Mesa County.

6. Coordination. The Parties shall coordinate regularly and in good faith to satisfy the above-stated timelines and any deadlines for Town established by or otherwise reasonably required under the Grant Agreement. In connection therewith, the Parties shall each appoint a representative from respective organization to serve as a scheduling coordinator, liaison, or similar.

7. Disputes – Resolution – Waiver. In the event that the Parties are unable to agree upon the rights and obligations of the Parties with respect to any matter of this Agreement, a Party may pursue relief or remedies as may be provided by law or equity; provided, however, that no such relief or remedies may be pursued until after the Parties have attempted in good faith for at

least sixty days to negotiate a settlement. If any judicial proceeding shall be commenced to enforce any provision(s) of this Agreement, the substantially prevailing party shall (in addition to other relief granted) be awarded all reasonable attorneys' fees and costs resulting from such litigation to the extent permitted by law. The Parties acknowledge that DOLA has the right to audit requested reimbursements and reject such requests for expenditures determined to not be reimbursable under the DOLA Grant, and the Parties agree that there shall be no claims as between them for any such rejection by DOLA. The Parties further waive all claims as between them due to any errors or omissions, unless willful, by the other Party in the performance of its obligations under this Agreement.

8. Insurance. Mesa County and the Town shall each carry, at their own expense, for the duration of this Agreement, liability insurance in amounts not less than the maximum limits of liability under the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, as amended, as well as unemployment and worker's compensation insurance as required by law, and shall provide the other Party with evidence of such insurance upon request.

9. Governmental Immunity. The Parties understand and agree that they each may be protected by, and will rely on and do not waive or intend to waive by any provision of this Agreement, the limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*, as from time to time amended.

10. Relationship of Parties. The Parties intend that an independent contractor relationship be created by this Agreement, despite Mesa County providing the Town with described grant management services without fee. The Town's operations shall not be combined in any way with the operations of Mesa County, but instead shall be maintained separately and distinctly. Neither Party, nor its employees, shall be considered agents or employees of the other Party for any purpose. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed.

11. General Provisions.

a. Entire Agreement - Merger - Modifications - No Waiver. This Agreement contains the entire understanding of the Parties and is intended as a complete and final expression of their agreement and of the terms thereof. All prior statements and representations, including those which may have been negligently made, and all prior understandings and agreements are merged herein. The Parties specifically waive any claims they may have for negligent misrepresentations in the formation of this Agreement. This Agreement shall not be modified except by a writing signed by the parties hereto or their duly authorized representatives. No waiver by either Party of any default shall be deemed a waiver of any subsequent default.

- b. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for all actions connected with this Agreement shall be in state courts in Mesa County, Colorado.
- c. Invalidity. If any clause or provision of this Agreement is determined to be illegal, invalid or unenforceable under present or future laws, then it is the intention of the Parties that the other terms and provisions of this Agreement shall not be affected thereby.
- d. Third Party Beneficiaries. This Agreement does not create any rights in any individual or entity not a Party to this Agreement.
- e. Captions. Article titles and paragraph titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision thereof.
- f. Term and Termination. This Agreement shall be valid for the term of the DOLA Grant.
- g. Interpretation. This Agreement has been negotiated and agreed to by, with and through the common effort of, the Parties and as such each waives and forgoes the customary rule that ambiguities are construed against the drafter. In the event of any ambiguities, the Parties agree to a liberal construction of the Agreement and to give meaning, purpose, and effort to attempting to resolve the ambiguity(ies) in favor of continuing the Agreement for the benefit of the communities that they serve.
- h. Notices. All notices that may be required or given pursuant to this Agreement by a Party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States first class mail, postage prepaid, and addressed as follows:

Mesa County
Public Works Department
Att: KC Selleck
200 S. Spruce Street
Grand Junction, CO 81501

Town
Town of Collbran
Att: Town Administrator
1010 High Street
Collbran, CO 81521

The address to which any notice, other writing may be given to any Party as above provided may be changed by written notice given by such Party as above provided.

- 13. Effective Date. This Agreement shall be effect as of the last date signed by the Parties below.

The Parties, individually and collectively, intending to be bound to the terms and conditions hereof do sign and bind the entity for which they sign.

MESA COUNTY:

By: _____
Cody Davis, Chair,
Mesa County Board of County Commissioners

Date: March __, 2025

ATTEST:

By: _____
Bobbie Gross, Mesa County Clerk and Recorder

TOWN OF COLLBRAN

By: _____
Kendall W. Wilcox,
Mayor, Town of Collbran

Date: March __, 2025

ATTEST:

By: _____
Town Clerk

EASEMENT DEED AND AGREEMENT

THIS EASEMENT DEED AND AGREEMENT is entered into and effective as of the date of Town's execution hereof, by and between Mesa County, Colorado, a statutory county organized under the laws of the State of Colorado, whose legal address is 544 Rood Avenue, Grand Junction, Colorado 81501 (the "County"), and the Town of Collbran, Colorado, a statutory town organized under the laws of the State of Colorado, whose legal address is 1010 High Street, P.O. Box 387, Collbran, Colorado 81624 (the "Town") (collectively, the "Parties").

WHEREAS, County is the owner of a parcel of land more particularly described in that certain Warranty Deed recorded in the real property records of the Mesa County, Colorado Clerk and Recorder as Reception No. 2185542 (the "County Property");

WHEREAS, Town is in need of land to locate an above-ground water tank, an appurtenant underground potable water supply line, and other appurtenant facilities (the "Facilities") for the purpose of providing water service to Town's water customers;

WHEREAS, County has agreed to convey, and Town will accept, nonexclusive perpetual easements on, along, over, under, through, and across the County Property to install, use, maintain, repair, alter, inspect, replace, or remove the Facilities.

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

1. Grant of Facilities Easements: County grants to Town a nonexclusive perpetual "Water Tank Site Easement," a nonexclusive perpetual "Waterline and Ingress and Egress Easement," and a nonexclusive perpetual "Waterline Easement," each on, along, over, under, through and across the County Property to survey, install, use, maintain, repair, alter, inspect, replace, or remove the Facilities. The Water Tank Site Easement is intended to serve as an envelope for siting of the above-ground water tank and its direct appurtenances, the Waterline and Ingress and Egress Easement is intended for siting a portion of the underground potable water supply line and for surface ingress to and egress from the Water Tank Site Easement and the Waterline Easement, and the Waterline Easement is intended for siting of another portion of the underground potable water supply line. The Water Tank Site Easement, Waterline and Ingress and Egress Easement, and the Waterline Easement are more particularly described and depicted on **Exhibit A**, attached hereto and incorporated herein by this reference, and are collectively referred to hereafter as the "Town Easements."

2. Shared Use: County acknowledges that Town will access the County Property and the Waterline and Ingress and Egress Easement from Mesa County 57 1/2 Road via the access road used by the County over and across those parcels of real property located in the SE1/4 NW1/4 and SW1/4 NE1/4, Sec. 34, Twp. 9 S, Rng. 95 W of the 6th P.M. more commonly known by Mesa County Assessor's Parcel Numbers 2667-341-00-407 and 2667-342-00-408. The access road is depicted on **Exhibit B** attached hereto and incorporated herein by this reference. Town acknowledges that its use of the access road is subject to the same limitations as County's use of

the access road, subject to Town obtaining an independent easement.

3. Town's Use Rights: Town shall use the Town Easements solely for the purposes describe in the Recitals and in Paragraph 1 above, and for no other purpose. Town shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the full, complete, and unmolested enjoyment of the rights granted to Town through this Easement Deed and Agreement, and County shall not take any action which would impair the lateral or subjacent support necessary for any the infrastructure or improvements of Town envisioned by this Easement Deed and Agreement. Town shall also have the right at any time to cut, remove, clear away, trim, and control (by chemical means, machinery or otherwise) any trees, brush, shrubbery, or other obstructions, whether on the Town Easements or adjacent thereto, which unreasonably interfere with Town's use of the Town Easements, including operation of standard construction and repair machinery within the Town Easements.

4. Town's General Use Obligations: Town and its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns thereof shall exercise the rights granted to Town by this Easement Deed and Agreement with due care and in compliance with any law, rule, or regulation relating to the Town Easements or the County Property. Town and its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns thereof shall accomplish any surveying, installation, maintenance, repair, alteration, inspection, replacement, removal, or related activities within the Town Easements expeditiously and without materially impacting County's use of and operations on the County Property. The uses of the Town Easements envisioned by this Easement Deed and Agreement shall be deemed a non-material impact. Town shall, prior to any installation, maintenance or non-emergency repair work within Town Easements, provide advance notice to County setting forth the nature of the work and the dates during which such work will take place.

5. Rehabilitation: To the extent any surveying, installation, maintenance, repair, alteration, inspection, replacement, removal or related activities disturb the Town Easements or the County Property beyond incidental wear and tear, Town, at its sole cost and expense, shall rehabilitate the disturbed areas to substantially the same condition as they were in prior to Town's activities causing such disturbance. The obligations in this Paragraph 5 shall survive abandonment.

6. Abandonment: Town agrees that the Town Easements shall be deemed abandoned, and such abandonment shall be confirmed by Town in a recordable instrument, at such time and in the event that no above-ground water tank has existed within the Water Tank Easement for a period of two years. Any infrastructure installed within the Town Easements shall be removed by Town in connection with its confirmation of abandonment, and such obligation shall survive abandonment.

7. Indemnification; Insurance. To the extent allowed by law, Town shall indemnify and hold the County harmless against any third-party loss, claim or liability arising out of, or attributable to the Town's and its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns thereof, use of the Town Easements or the shared use of the access road from Mesa County 57 1/2 Road, including as to any mechanic's

or materialmen’s claims and attorney’s fees. The County shall be named as an additional insured in any liability or hazard insurance obtained by Town for the Town Easements and the infrastructure thereon or thereunder, and all such insurance shall waive the right of subrogation as against County.

8. Reservation of Rights. County reserves all rights attendant to its ownership of the County Property, including but not limited to, the use and enjoyment of the County Property for all purposes not inconsistent with the terms and conditions of this Easement Deed and Agreement and the power to establish other not inconsistent easements, permits, or licenses over the County Property.

9. Warranties: County warrants that it has all necessary power and authority to make the grants reflected herein. Notwithstanding the foregoing sentence, such grants are without warranty of title and are subject to all prior liens, encumbrances, easements, restrictions, reservations, defects, and rights of way affecting the County Property.

IN WITNESS WHEREOF, the County has executed this Easement Deed and Agreement, and the Town has accepted the same on the terms and conditions set forth in this Easement Deed and Agreement.

COUNTY:

MESA COUNTY, COLORADO,
A COLORADO STATUTORY COUNTY

By: _____
Shawn Burd, Mesa County Commissioner to
Convey Real Estate and Right-Of- Way Agent

ATTEST:

[SEAL]

By: _____
Bobbie Gross, Mesa County Clerk and
Recorder

[ADDITIONAL SIGNATURES FOLLOW]

TOWN:

TOWN OF COLLBRAN, COLORADO, A
COLORADO STATUTORY TOWN

By: _____

ATTEST:

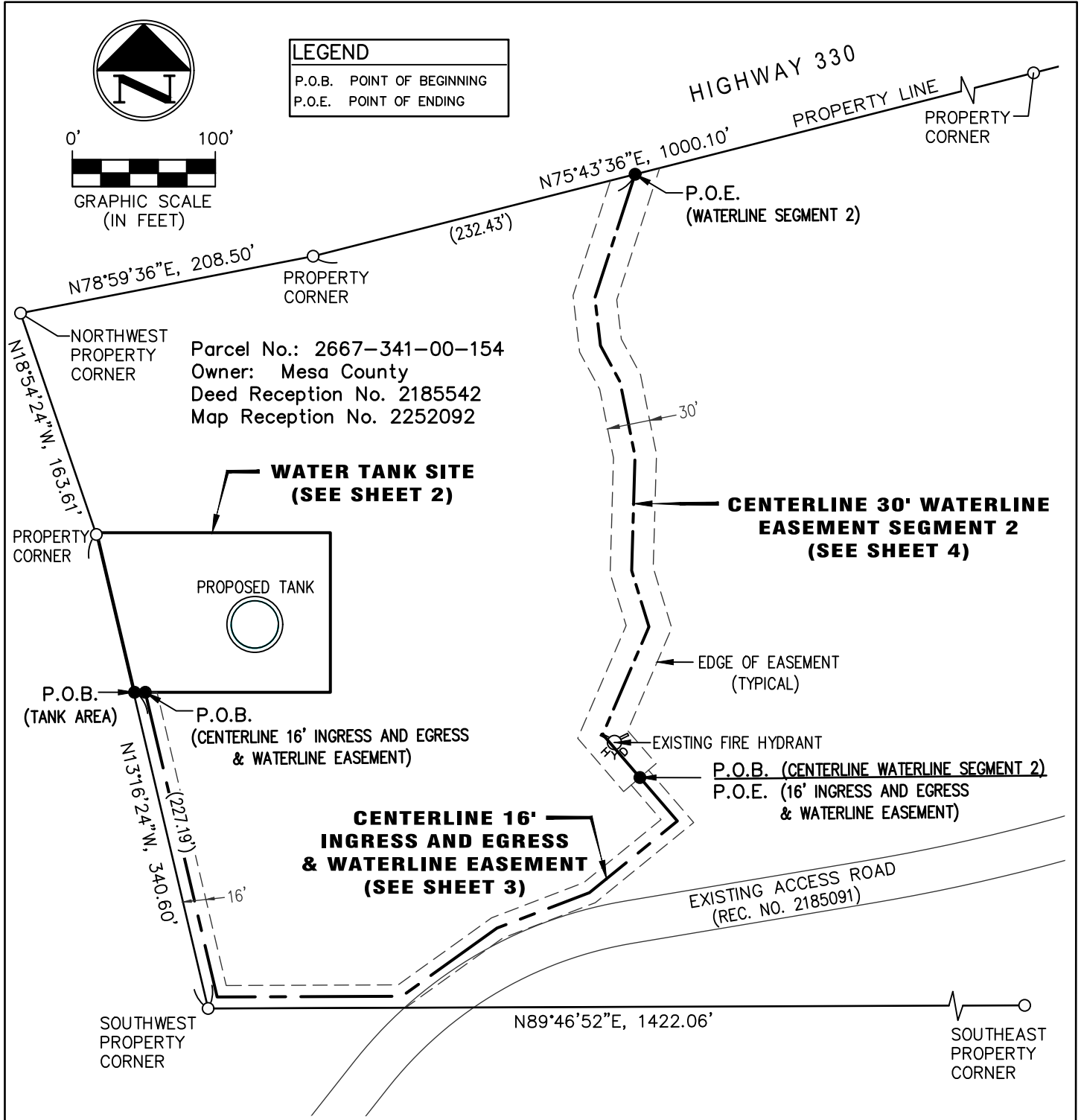
Town Clerk

STATE OF COLORADO)
 :SS
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this ____ day of _____ 2025, by _
_____ as _____ and by _____
_____ as _____.

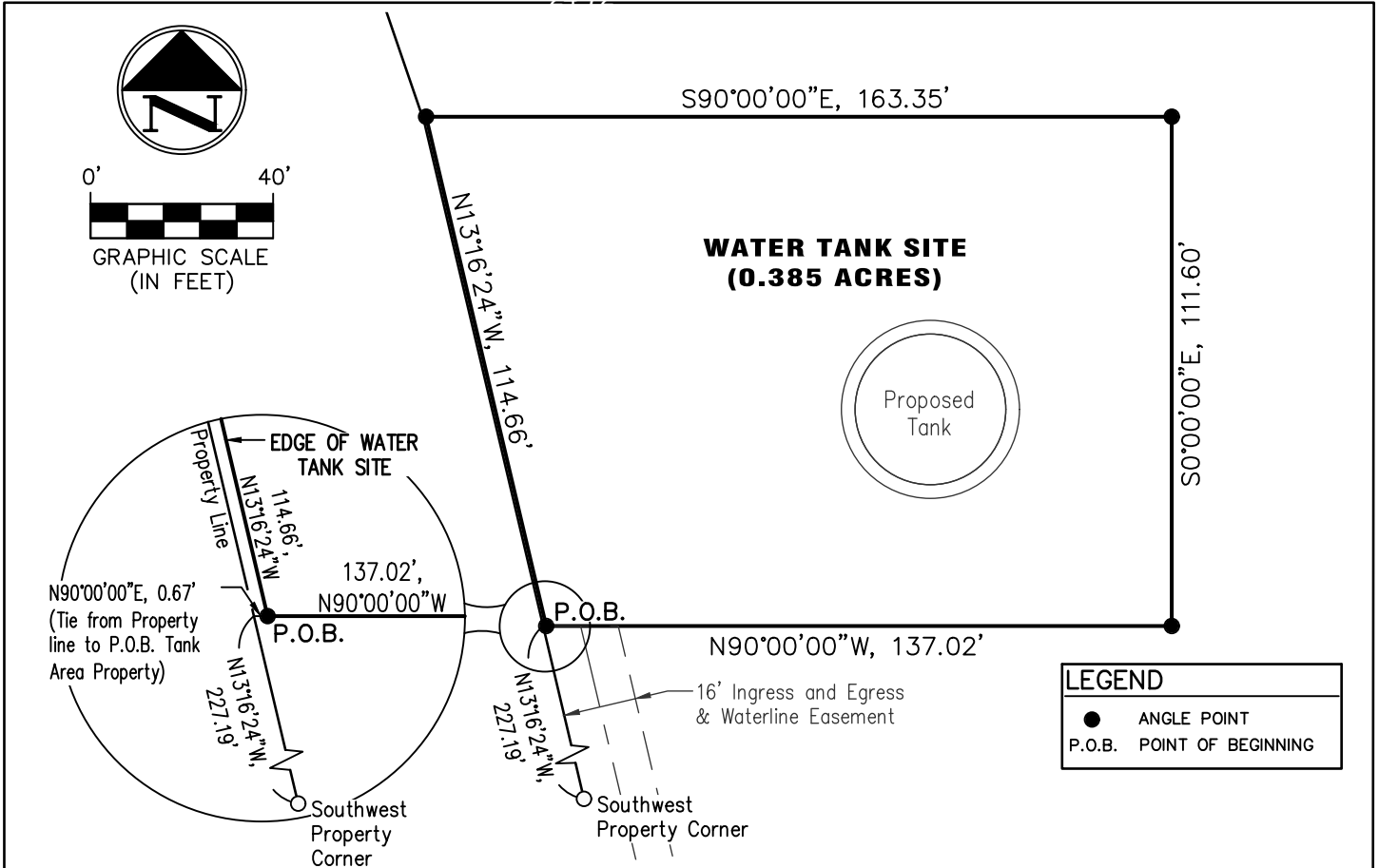
Witness my hand and official seal
My Commission expires: _____

Notary Public



			CLIENT: TOWN OF COLLBRAN				
			TITLE: COLLBRAN WATER TANK 15620 57-1/2 ROAD				
			LOCATED IN THE N1/2 SECTION 34, T9S, R95W, 6TH P.M. TOWN OF COLLBRAN, MESA COUNTY, COLORADO				
REV.	DATE:	DESCRIPTION	DRAWN BY: CJT		DATE: 2-13-25	DWG. NO.	REV
SURVEYED BY:			CHECKED BY: TT		PROJECT NO.:	1 of 4	0
WASATCH SURVEYING ASSOCIATES P.O. BOX 564, FRUITA, CO 81521 (970) 639-9270			SCALE: AS NOTED		24-08-05		





LEGEND	
●	ANGLE POINT
P.O.B.	POINT OF BEGINNING

LEGAL DESCRIPTION – WATER TANK SITE

A parcel of land lying within that property recorded as Reception Number 2185542 and also on that map recorded in Reception Number 2252092 of the Mesa County records, located in the N1/2 of Section 34, T9S, R95W, 6th P.M., Mesa County, Colorado, said parcel of land being more particularly described as follows:

Commencing at the southwest corner of said property, being a steel bar with 2" aluminum cap inscribed "Mesa County Engineering PLS 20141", the basis of bearing for this description is the "Mesa Collbran Area Coordinate System" as shown on that map in Reception Number 2252092, thence N13°16'24"W, 227.19 feet along the west property line thereof, thence leaving said west property line N90°00'00"E, 0.67 feet to the **POINT OF BEGINNING**;

thence N13°16'24"W, 114.66 feet; thence S90°00'00"E, 163.35 feet; thence S00°00'00"E, 111.60 feet; thence S90°00'00"W, 137.02 feet to the **POINT OF BEGINNING**.

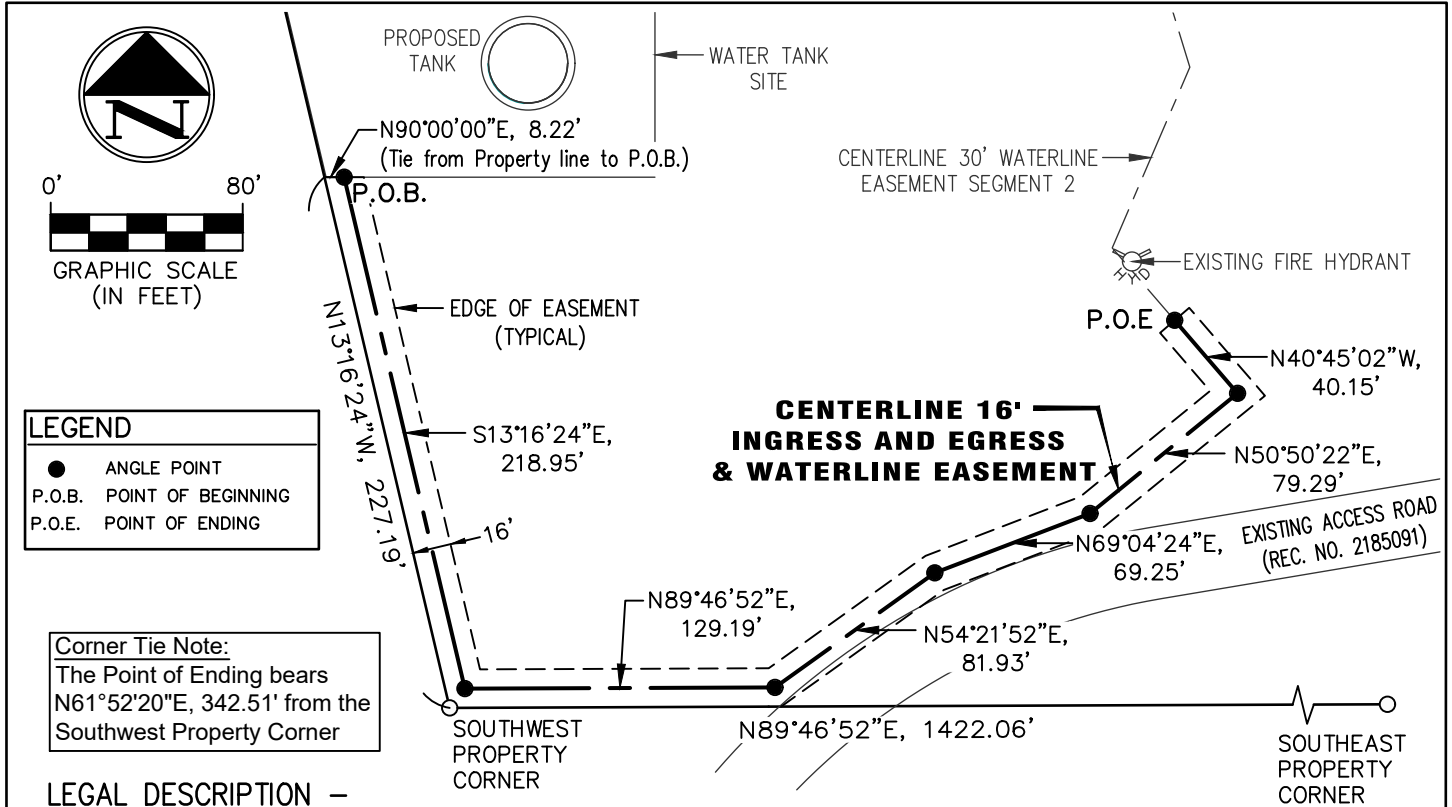
Said parcel containing 0.385 acres, more or less.

CERTIFICATE OF SURVEYOR

I, Ted Taggart of Fruita, Colorado hereby certify that this map was made from notes taken during an actual survey made by me or under my direction, and that the results of which are correctly shown hereon.



			CLIENT: TOWN OF COLLBRAN			
			TITLE: COLLBRAN WATER TANK 15620 57-1/2 ROAD			
			LOCATED IN THE N1/2 SECTION 34, T9S, R95W, 6TH P.M. TOWN OF COLLBRAN, MESA COUNTY, COLORADO			
REV.	DATE:	DESCRIPTION				
SURVEYED BY: WASATCH SURVEYING ASSOCIATES P.O. BOX 564, FRUITA, CO 81521 (970) 639-9270						
			DRAWN BY: CJT	DATE: 2-13-25	DWG. NO.	REV
			CHECKED BY: TT	PROJECT NO.:	2 of 4	0
			SCALE: AS NOTED	24-08-05		



LEGEND

- ANGLE POINT
- P.O.B. POINT OF BEGINNING
- P.O.E. POINT OF ENDING

Corner Tie Note:
 The Point of Ending bears N61°52'20"E, 342.51' from the Southwest Property Corner

LEGAL DESCRIPTION – WATERLINE & INGRESS AND EGRESS EASEMENT

A strip of land for ingress and egress and waterline purposes lying within that property recorded as Reception Number 2185542 and also on that map recorded in Reception Number 2252092 of the Mesa County records, located in the N1/2 of Section 34, T9S, R95W, 6th P.M., Mesa County, Colorado, said strip of land being 16.00 feet wide, 8.00 feet on each side of the following described centerline:

Commencing at the southwest corner of said property, being a steel bar with 2" aluminum cap inscribed "Mesa County Engineering PLS 20141", the basis of bearing for this description is the "Mesa Collbran Area Coordinate System" as shown on that map in Reception Number 2252092, thence N13°16'24"W, 227.19 feet along the west property line thereof, thence leaving said west property line N90°00'00"E, 8.22 feet to the **POINT OF BEGINNING**;

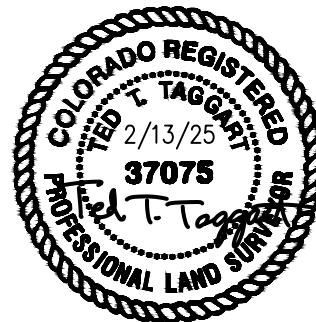
thence S13°16'24"E, 218.95 feet; thence N89°46'52"E, 129.19 feet; thence N54°21'52"E, 81.93 feet; thence N69°04'24"E, 69.25 feet; thence N50°50'22"E, 79.29 feet; thence N40°45'02"W, 40.15 feet to the **POINT OF ENDING**; said point lying N61°52'20"E, 342.51 feet from the southwest corner of said property.

Said strip being 618.76 feet, more or less, in length.

The sidelines of said strip begin and end upon the same lines the centerline begins and ends upon.

CERTIFICATE OF SURVEYOR

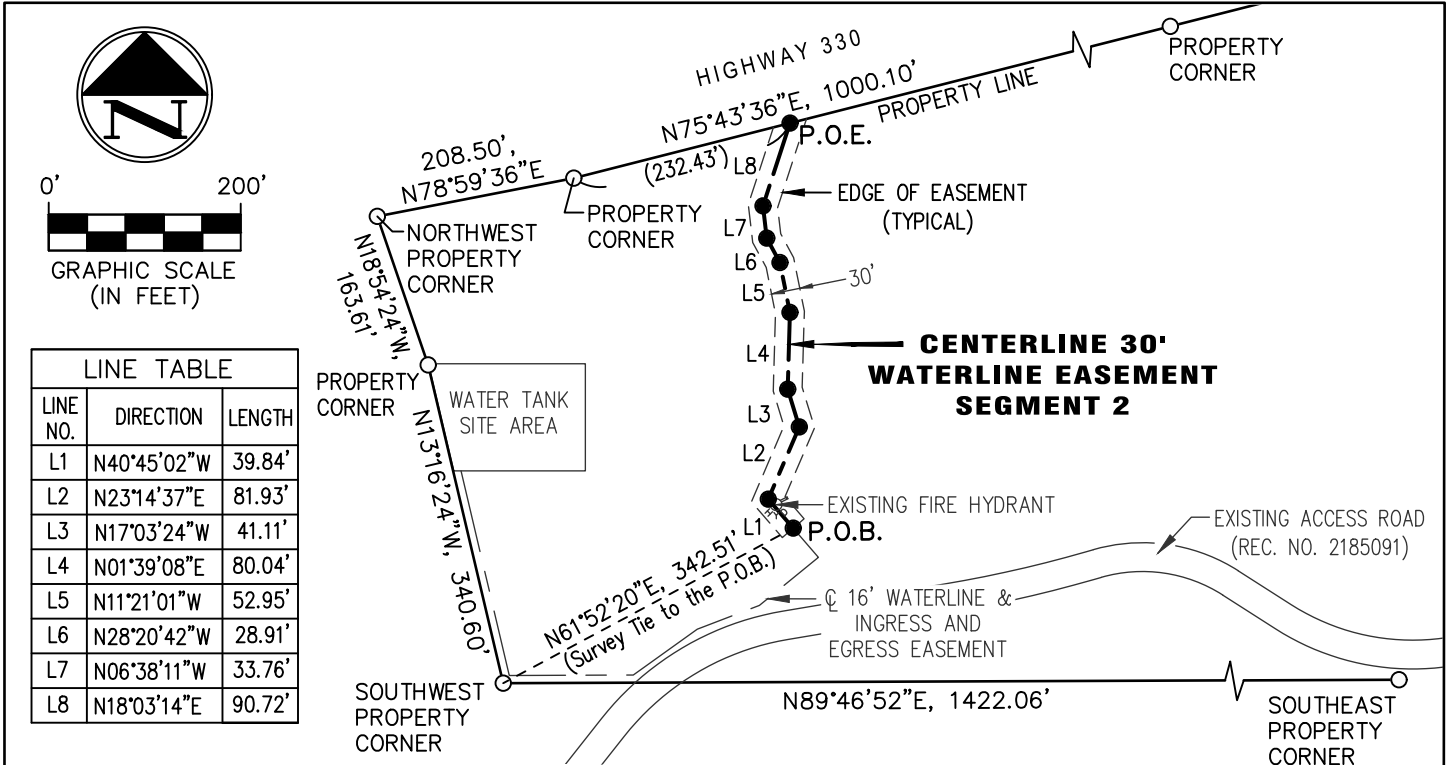
I, Ted Taggart of Fruita, Colorado hereby certify that this map was made from notes taken during an actual survey made by me or under my direction, and that the results of which are correctly shown hereon.



REV.	DATE:	DESCRIPTION
SURVEYED BY:		
WASATCH SURVEYING ASSOCIATES P.O. BOX 564, FRUITA, CO 81521 (970) 639-9270		



CLIENT: TOWN OF COLLBRAN			
TITLE: COLLBRAN WATER TANK 15620 57-1/2 ROAD LOCATED IN THE N1/2 SECTION 34, T9S, R95W, 6TH P.M. TOWN OF COLLBRAN, MESA COUNTY, COLORADO			
DRAWN BY: CJT	DATE: 2-13-25	DWG. NO.	REV
CHECKED BY: TT	PROJECT NO.:	3 of 4	0
SCALE: AS NOTED	24-08-05		



LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N40°45'02"W	39.84'
L2	N23°14'37"E	81.93'
L3	N17°03'24"W	41.11'
L4	N01°39'08"E	80.04'
L5	N11°21'01"W	52.95'
L6	N28°20'42"W	28.91'
L7	N06°38'11"W	33.76'
L8	N18°03'14"E	90.72'

LEGAL DESCRIPTION – WATERLINE EASEMENT

A strip of land for waterline purposes lying within that property recorded as Reception Number 2185542 and also on that map recorded in Reception Number 2252092 of the Mesa County records, located in the N1/2 of Section 34, T9S, R95W, 6th P.M., Mesa County, Colorado, said strip of land being 30.00 feet wide, 15.00 feet on each side of the following described centerline:

Commencing at the southwest corner of said property, being a steel bar with 2" aluminum cap inscribed "Mesa County Engineering PLS 20141", the basis of bearing for this description is the "Mesa Collbran Area Coordinate System" as shown on that map in Reception Number 2252092, thence N61°52'20"E, 342.51 feet to the **POINT OF BEGINNING**;

thence N40°45'02"W, 39.84 feet; thence N23°14'37"E, 81.93 feet; thence N17°03'24"W, 41.11 feet; thence N01°39'08"E, 80.04 feet; thence N11°21'01"W, 52.95 feet; thence N28°20'42"W, 28.91 feet; thence N06°38'11"W, 33.76 feet; thence N18°03'14"E, 90.72 feet, more or less, to the **POINT OF ENDING**, said point lying on the north line of said property, being N78°59'36"E, 208.50 feet; thence N75°43'36"E, 232.43 feet from the northwest corner of said property.

Said strip being 449.26 feet, more or less, in length.

The sidelines of said strip begin and end upon the same lines the centerline begins and ends upon.

REV.	DATE:	DESCRIPTION

SURVEYED BY:
WASATCH SURVEYING ASSOCIATES
 P.O. BOX 564, FRUITA, CO 81521
 (970) 639-9270



LEGEND	
●	ANGLE POINT
P.O.B.	POINT OF BEGINNING
P.O.E.	POINT OF ENDING

CERTIFICATE OF SURVEYOR

I, Ted Taggart of Fruita, Colorado hereby certify that this map was made from notes taken during an actual survey made by me or under my direction, and that the results of which are correctly shown hereon.



CLIENT: TOWN OF COLLBRAN			
TITLE: COLLBRAN WATER TANK 15620 57-1/2 ROAD LOCATED IN THE N1/2 SECTION 34, T9S, R95W, 6TH P.M. TOWN OF COLLBRAN, MESA COUNTY, COLORADO			
DRAWN BY: CJT	DATE: 2-13-25	DWG. NO.	REV
CHECKED BY: TT	PROJECT NO.: 24-08-05	4 of 4	0
SCALE: AS NOTED			

EXHIBIT B



Google Earth

Image © 2025 Airbus

Base Mapping:
 2022 Collbran
 USGS 7.5'
 Quadrangle /
 2024 Aerial



1000 ft

This is Task Order No. 2404-00219-03, consisting of 4 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated March 1, 2022 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order:
- b. Owner: Town of Collbran
- c. Engineer: KLJ Engineering LLC
- d. Specific Project (title): Plateau Valley School District (PVSD) Waterline Construction Management, and Construction Observation
- e. Specific Project (description): The Construction Management phase involves overseeing project planning, scheduling, budgeting, contract administration, and stakeholder communication. It also provides monitoring activities, preparing required reports, and managing funding. Regular site observations and construction observations are conducted to maintain quality, resolve issues, and provide safety while acting as the Town's representative. The Project Team Coordination phase includes facilitating meetings, ensuring effective communication, and resolving conflicts, with deliverables such as project schedules, financial reports, observation logs, and grant compliance documentation.

2. Services of Engineer

1. Construction Management

The Construction Management phase includes overseeing all aspects of the project to provide successful delivery. Specific responsibilities include:

- a. Project Planning and Scheduling: Review the Project schedule provided by the Contractor, previously handled by Town Staff. Identify potential risks and implement mitigation strategies.
- b. Budget Management: Monitor project costs to provide compliance with the approved Department of Local Affairs (DOLA) grant. Provide monthly financial reports.
- c. Contract Administration: Monitor the execution of construction contracts, verifying compliance with terms and conditions with Town. Address any contractual issues directly, eliminating the need for Town Staff involvement.
- d. Stakeholder Communication: Serve as the primary point of contact for Town, attend regular updates on project progress and addressing Town-related concerns promptly.
- e. Compliance Monitoring: Verify that project activities align with the requirements and guidelines of the DOLA grant and, if not, promptly notify the Contractor.

Exhibit K – Amendment to Task Order

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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 and American Society of Civil Engineers. All rights reserved.

2. Construction Observation
 - a. Site Observations: Conduct regular on-site observations in place of Town Staff to verify that construction activities align with design documents, specifications, and quality standards.
 - b. Reports: Maintain detailed logs of construction activities, including personnel on-site, work performed, and any issues encountered, as part of the responsibilities transferred from Town Staff.
 - c. Issue Recommendations: Identify and address any discrepancies, conflicts, or issues during construction, coordinating directly with Contractor and design team, as necessary.
 - d. Testing and Verification: Oversee testing of materials and systems to provide compliance with the Project's specifications and standards.
3. Project Team Coordination
 - a. Meeting Facilitation: Attend regular project team meetings to review progress, address issues, and coordinate activities.
 - b. Communication: Provide effective communication between project stakeholders, assisting the Town's representative in all interactions with contractors, design professionals, and regulatory agencies.
 - c. Conflict Resolution: Proactively address and resolve conflicts within the project team to maintain project momentum.

Deliverables:

1. Detailed project schedule and regular updates
2. Monthly financial and progress reports
3. Construction observation logs
4. Grant compliance documentation and reports

Assumptions:

1. KLJ will be provided full access to all necessary project documentation and stakeholder input.
2. Coordination with the Town and other stakeholders will occur in a timely manner to avoid delays.

3. Additional Services

Additional Services that may be authorized or necessary under this Task Order are those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: **N/A**

5. Task Order Schedule

The scope of work will be conducted in accordance with the overall project timeline, with key milestones identified in the project schedule.

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
Construction Management	\$6,820.00	Hourly Rate
Construction Observation	\$12,940.00	
Project Team Coordination	\$3,570.00	
Total	\$23,330.00	

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order: None

8. Other Modifications to Agreement and Exhibits: None

9. Attachments: None

10. Other Documents Incorporated by Reference: None

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

OWNER:

ENGINEER: KIJ Engineering LLC

By: _____

By: _____

Print Name: _____

Print Name: Luke LaLiberty

Title: _____

Title: Associate Vice President, Municipal

Firm's Certificate No. (if required): _____

State of: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Name: Jason Reimer

Exhibit K – Amendment to Task Order

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.

Title: _____

Title: Hydraulic Group Leader

Address: _____

Address: 1601 Riverfront Dr
Grand Junction, CO 81624

E-Mail
Address: _____

E-Mail
Address: jason.reimer@kljeng.com

Phone: _____

Phone: (970) 450-7477

KLJ Project Name:	Hwy330ValvesCM&Observation
KLJ Project Number:	2404-00219-06

Project Budget

Task Code	Description	Service	Deliverable Lead <i>(Last, First)</i>	Start Date	End Date	Labor Multiplier or Select a Rate Sheet	Job Classification:			DIRECT LABOR Subtotal	Expenses (person x days)	Reimbursable Rate	REIMBURSABLE EXPENSE ¹ Total	Subconsultant Bill	KLJ's % Markup Subconsultant's Name	Subconsultant Fee	Bal to: Lump Sum or Agreed Fee	TASK TOTAL
							Senior Project Manager	Engineer in Training II	Government Relations Specialist I									
1	Construction Management					3402 - 2025 Municipal Rates	\$ 290.00	\$ 139.00	\$ 135.00									
	Project Planning and Scheduling						4			\$ 1,438.00			\$ -			\$ -		\$ 1,438.00
	Budget Management						8			\$ 2,598.00			\$ -			\$ -		\$ 2,598.00
	Contract Administration									\$ 810.00			\$ -			\$ -		\$ 810.00
	Stakeholder Communication						4			\$ 1,970.00			\$ -			\$ -	\$ 4.00	\$ 1,974.00
	Earliest and Latest Dates					Subtotal of Task 1	16	4	12	\$ 6,816.00		\$ -	\$ -		\$ -	\$ 4.00	\$ 6,820.00	
2	Construction Observation					3402 - 2025 Municipal Rates	\$ 290.00	\$ 139.00	\$ 135.00									
	Site Inspection						6	32		\$ 6,188.00			\$ -			\$ -		\$ 6,188.00
	Reports						2	8		\$ 1,692.00			\$ -			\$ -		\$ 1,692.00
	Issue Resolution						4	4		\$ 1,716.00			\$ -			\$ -		\$ 1,716.00
	Testing and Verification								8	\$ 1,112.00			\$ -			\$ -		\$ 1,112.00
	Safety Oversight						16		\$ 2,224.00			\$ -			\$ -	\$ 8.00	\$ 2,232.00	
	Earliest and Latest Dates					Subtotal of Task 2	12	68		\$ 12,932.00		\$ -	\$ -		\$ -	\$ 8.00	\$ 12,940.00	
3	Project Team Coordination					3402 - 2025 Municipal Rates	\$ 290.00	\$ 139.00	\$ 135.00									
	Meeting Facilitation							2	5	\$ 953.00			\$ -			\$ -		\$ 953.00
	Communication							2	6	\$ 1,668.00			\$ -			\$ -		\$ 1,668.00
	Conflict Resolution							2		\$ 858.00			\$ -			\$ -	\$ 91.00	\$ 949.00
	Earliest and Latest Dates					Subtotal of Task 3	4	6	11	\$ 3,479.00		\$ -	\$ -		\$ -	\$ 91.00	\$ 3,570.00	
Total Quantity							32	78	23	133								
Total Dollars										\$ 23,227.00		\$ -			\$ -	\$ 103.00	\$ 23,330.00	

¹ Includes Meals and Lodging : Used for planning purposes only.

² Includes equipment, rental/subscriptions, mileage... etc.

Reimbursable Notation:

Summary of Costs: Select a DOT

Direct Labor	\$ 23,227.00
	\$ -
Subtotal	\$ 23,227.00
On bill rate	\$ -
Raw labor cost	\$ -
Direct Expenses	\$ -
Subconsultants	\$ -
Reimbursables	\$ -
Balance to Lump Sum or Agreed Fee	\$ 103.00
Tero/Taxes & Fees	\$ -
Total Estimated Engineering Costs	\$ 23,330.00

PLACEHOLDER:

**RESOLUTION 2025-005, A RESOLUTION OF THE TOWN OF
COLLBRAN, COLORADO, APPROVING AGREEMENTS FOR THE
PLATEAU VALLEY SCHOOL DISTRICT WATER LINE EXTENTION
PROJECT**



Board of Trustees Memorandum Agenda Item: 11

TITLE: Board of Trustees Vacancy: Appointment vs. Special Election

REQUESTOR: Administration

ATTACHMENTS: N/A

BACKGROUND:

On February 11, 2024 at the Town Board of Trustees meeting, Trustee, Lorraine Zentz, resigned via a letter to the Board. Previous to the resignation a recall was initiated via citizen petition, and a special election was schedule for March 25, 2025.

DISCUSSION:

Upon the acceptance of Former Trustee Zentz's resignation by the Town Board on February 11, 2024, the election scheduled for March 25, 2025 shall proceed as scheduled.

Before the Board this evening is the question of HOW we shall fill the vacancy created by Former Trustee Zentz's resignation. Options for filling the seat are: (1) hold another special election, or (2) make an appointment to fill the vacancy.

Holding another special election will cost the Town a considerable amount of money. It is estimated that the current special election will cost approximately \$10k. Actual costs of the election have not all been tabulated as they are still coming in.

The Board may decide to full the current Board vacancy with an appointment, per the Town of Collbran Municipal Code Section 2.08.030 Board of Trustees; Vacancies:

"The Board of Trustees has the power, by appointment, to fill all vacancies in the Board or any other office, and the person so appointed shall hold such office until the next regular election and until a successor is elected and has complied with CTC 2.08.060. The Board of Trustees also has the power to fill a vacancy in the Board or in any other elective office of the Town by ordering an election to fill the vacancy until the next regular election and until a successor has been elected and has complied with CTC 2.08.060. If a vacancy in the Board or such other elective office is not filled by appointment or an election is not ordered within 60 days after the vacancy occurs, the Board of Trustees shall order an election, subject to the municipal election code, to be held as soon as practicable to fill the vacancy until the next regular election and until a successor has been elected and has complied with CTC 2.08.060."

In the event the Board chooses to make an appointment, Town Staff can initiate a recruitment and application process for the position, set up interviews with the Board of Trustees at a date specified, and the Board can interview qualified candidates for the vacancy appointment.

FISCAL ANALYSIS:

The estimated cost of holding another special election to fill the seat until the next municipal election date, and/or the end of Former Trustee Zentz's term is \$10k approximately.

There are no known impacts on the Town's budget for appointing (Muni Code 2.08.030) a Trustee to fill the vacant seat until the next municipal election.

RECOMMEND ACTION:

Recommended Motion: I move to initiate a recruitment process to appoint a qualified citizen resident of Collbran to the Board per the Collbran Municipal Code Section 2.08.030.

Respectfully Submitted,
Angie Sprang
Interim Town Administrator