

AGENDA
BOARD OF TRUSTEES
DATE: March 19, 2024
Regular Meeting 6:00pm
Work Session To Follow
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. 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.
5. The Pre-Annexation Agreement and Purchase of Out-of-Town Water Taps - Forrest Towns
6. Declaration of Surplus Marshal Equipment and Direction for Disposition
7. Authorize Town Manager to Return 4 Firearms the Marshal's Office Acquired Through the 1033 LESO Program.
8. Authorize Town Manager to Return 2 Night Vision Pocketscopes the Marshal's Office Leased from Naval Surface Warfare Center Crane, Division.
9. Trustee Informational and/or items for future agenda
10. Adjournment

Work Session Immediately Following

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 following 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.

**CONTRACT TO PROVIDE SERVICES
AND PRE-ANNEXATION AGREEMENT**

THIS CONTRACT is made and entered into this 19th day of March 2024, by and between the TOWN OF COLLBRAN, COLORADO, a municipal corporation (hereinafter "Town") and FOREST C. TOWNS and BONNIE J. BETTS, as the owners of the real property described hereafter (hereinafter "Owners");

W I T N E S S E T H:

WHEREAS, Owners desire to obtain the municipal water service hereinafter described from the Town, and the Town is capable of providing such service; and

WHEREAS, Owners' property, hereinafter described, is not presently desirable of being annexed to the Town of Collbran; however, at such time as Owners' property is desirable for annexation (as hereinafter defined), Owners agree to annex the property to the Town at the Town's sole discretion; and

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

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

1. Service Provided. The Town agrees to provide Owners with the following municipal service: water for one single family residence. The Property is further than 400 feet from a Town sewer line and will be served by an ISDS for wastewater.

2. Property Served. The Town will provide said service to Owners' property (hereinafter the "Property"), situate in the County of Mesa and State of Colorado, and legally described as _____.

The street address of Owners' Property is: _____, Collbran, Colorado 81626
Mesa County Assessor Parcel No.: _____

3. Uses. The service described in Paragraph 1 shall be provided to the Property.

4. Costs. The Town will provide said service subject to the rules, regulations, charges, fees, and ordinances of the Town of Collbran as are now in effect, or as they may hereafter be amended. The cost of extending service lines will be borne by Owners, as provided in the Collbran Municipal Code. At or prior to the first delivery of municipal service pursuant to this Contract, Owners agrees to pay all system improvement fees at the out-of-Town rate. Owners further agree to reimburse the Town for all engineering, legal, and associated fees and costs it incurs in the review and implementation of this Contract. Owners and their agents, employees, and tenants shall be bound by all of the ordinances of the Town of Collbran insofar as they may pertain to the provision of the municipal service herein described.

5. Service Charges. During the term of this Contract, Owners agree to pay for the above-described municipal service at the rate and in the manner which may be provided by the Collbran Municipal Code for municipal utility consumers residing outside the Town limits. The Town reserves the right to modify these charges or regulations.

6. No Precedential Value. Nothing herein shall obligate the Town to extend additional service to Owners or to the Property, other than that service described in Paragraph 1, above. There shall be no expansion of such service without the express written consent of the Town.

7. Service Subject to Municipal Code; Termination for Breach. The extension of municipal service under this Agreement is subject to all requirements of the Collbran Municipal Code applicable to the supplying of such services now in effect or as hereafter amended. A failure by Owners to comply with all applicable provisions of the Collbran Municipal Code or with the terms of this Contract shall constitute a material breach, and the Town shall be entitled to terminate this Contract upon such a breach and/or to discontinue the municipal services provided hereunder.

8. Annexation. To the maximum extent permitted by law, the parties agree that this Contract, pursuant to C.R.S. §31-12-121, constitutes an enforceable obligation upon Owners, their successors, and assigns to annex the Property as required under the terms hereof. At such time as the Property is desirable for annexation to the Town, as prescribed by statute or ordinance and at the Town's direction in its sole discretion, Owners shall submit a petition for annexation to the Town to annex the Property to the Town. “Desirable for annexation” shall be restricted to (1) when any property adjacent to the Property desires to annex into the Town; or (2) the Town constructs a water main along the north property line of the Property for which Owners agree to provide the Town an easement on its subdivision plat processed by Mesa County. Owners may annex their Property in conjunction with adjoining property owners; provided, however, that a petition for annexation is filed within sixty (60) days of the time Owners' Property becomes desirable for annexation. Owners shall pay all costs for review of the annexation petition, as required by the Collbran Municipal Code. The passage of time between the desirability of the Property for annexation and the time the Town requests Owner file a petition for annexation shall not constitute a waiver of the Town's right to enforce, or estop the Town from enforcing, Owners' obligations under this paragraph.

9. Payment of Impact Fees. Prior to the provision of services to the Property, Owners agree to pay the impact fees in effect at the time of execution prescribed by the Collbran Municipal Code and Town Resolutions for the single-family residence to be constructed on the Property, including, but not limited to water rights dedication fee, parkland dedication fee, and offsite street impact fee. Owners further agree to pay at the time of annexation all applicable fees prescribed by Resolution, Ordinance or policy as may apply to annexations for any further development on the Property beyond the single-family residence contemplated by this Agreement.

10. Termination Upon Annexation. This Contract shall terminate automatically on the effective date of the annexation to the Town of the Property; provided, however, that nothing in this paragraph shall limit any other rights of termination provided in this Contract. Upon

termination after annexation, service to the Property shall be provided pursuant to the Collbran Municipal Code and all applicable rules and regulations. Until annexation, nothing herein shall be construed as obligating the Town to provide expanded or additional services of any kind to the Property.

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

12. Reserved.

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

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

15. Reserved.

16. No Guarantee of Fire Flows. Nothing herein shall be construed to obligate the Town to provide adequate fire flows for residences or developments outside the Town which receive Town water or sewer services hereunder.

17. Miscellaneous. The parties agree time is of the essence in the implementation of this Contract. All of the terms and conditions of this Contract shall bind the heirs, successors, assigns, or personal representatives of the parties hereto. This Contract constitutes a covenant which runs with the real Property. This Contract sets forth the entire understanding between the parties, and any previous agreements, promises, or understandings have been included in this Contract.

18. Recording; Fees. The Town shall record this Contract upon execution. Owner shall

simultaneously with the execution of this Contract tender to the Town the actual amount of recording fees. (Checks shall be payable to the Mesa County Clerk and Recorder.)

19. Affidavits. Upon completion or satisfaction by Owners, or their successor in title, of all of the terms and conditions of this Contract, the Town Manager is authorized to prepare an affidavit to that effect, which Owners may record with the Mesa County Clerk and Recorder.

20. Regulatory Jurisdiction. The Town shall have the right to terminate this Contract in its sole discretion in the event the Colorado Public Utility Commission, the Mesa County Commissioners, or any other governmental entity or body asserts regulatory jurisdiction over the rates, fees, or charges the Town imposes pursuant to this Contract.

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

TOWN OF COLLBRAN, COLORADO

By: _____
Mayor

ATTEST:

Town Clerk

OWNER:

By: _____

Name: Forest C. Towns

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Acknowledged, subscribed, and sworn to before me this _____ day of _____,
2024, by Forest C. Towns.

WITNESS my hand and official seal.

Notary Public

OWNER:

By: _____

Name: Bonnie J. Betts

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Acknowledged, subscribed, and sworn to before me this _____ day of _____,
2024, by Bonnie J. Betts.

WITNESS my hand and official seal.

Notary Public



Town of Collbran

1010 High Street
PO Box 387
Collbran, CO 81624

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

March 19, 2024

Town of Collbran Mayor and Board of Trustees

RE: Declaration of Surplus Equipment and Return of Lease/Loan Items from Marshal's Office

As our law enforcement consultants continue to proceed through the Marshal's Office Inventory, they have identified items which are not necessary to the ongoing operations of the department. They recommend that these items be declared surplus and disposed of in accordance with Town policy. They have also identified items of equipment which have been loaned to the Marshal's department from other agencies and should be returned to the loaning agencies. The equipment and inventory in question are:

- 1) An assortment of airsoft, pellet and paintball guns and associated supplies. These items were purchased for training purposes, but our consultants suggest that most law enforcement agencies do not currently use airsoft and paintball guns for training. Therefore, these items are surplus to the Marshal's office and the effort to control and track them exceeds their benefit to the organization. To the best of our knowledge, most of these items were purchased prior to 2020. Our joint (consultant and staff) recommendation is that these airsoft, paintball, and pellet guns and supplies be declared surplus and transferred immediately to an auction company for disposition, with all proceeds to be deposited to the Town's accounts.
- 2) Four military-grade firearms which were loaned to the Marshal's department under the 1033 LESO program, which allows transfer of excess Department of Defense property to law enforcement agencies under strict guidelines. Participation in the 1033 LESO program in Colorado is administered by the Colorado Department of Public Safety and requires detailed compliance with safety, control, and reporting requirements which cannot be satisfied in the absence of a Town Marshal. The 1033 Program managers at the State are coordinating the return of these firearms to the appropriate State/Federal agencies in accordance with their policy. These firearms were obtained under the program in 2002, 2003 and 2007. Our recommendation is that the Town of Collbran and the Collbran Marshal's office suspend participation in the 1033 LESO program until such time as a new Town Marshal is appointed and chooses to reapply for membership and return the loaned firearms immediately per program requirements.
- 3) In the past, the Marshal's office has obtained other surplus military equipment and vehicles. In 2021, the Board of Trustees declared many of these items as surplus and they were sold by the Town via sealed bid. To the best of our knowledge and based upon the inventory performed by our consulting team and staff, the Town now only has one significant item of military origin, the metal cargo container (Conex) at Gandi Park. Ownership of this cargo container transferred from the military to the Town within the first year of acquisition and is

now being tracked as a Town asset. It is being used for storage for Town purposes.

- 4) The Marshal's office has two (2) night vision systems borrowed under the NSWC (NavSea Warfare Centers) electro-optics loan program. Under this program, refurbished military night vision equipment is leased out yearly for a fee of \$300 per unit per year. These optics should be under the control and supervision of law enforcement personnel, so our recommendation is that the Town of Collbran and the Collbran Marshal's office suspend participation in the NSWC electro-optics loan program until such time as a new Town Marshal is appointed and choses to reapply for membership and return the two loaned units to the program immediately. Return of these items will save the Town \$600 per year.