OAK CREEK BOARD OF TRUSTEES
JULY 9, 2026
REGULAR BOARD MEETING
AGENDA
6:00 PM

July 9, 2026
STATE OF COLORADO
COUNTY OF ROUTT

To the Board of Trustees of the Town of Oak Creek and to all Other Persons to whom it may concern: Notice is hereby given that a **Regular Meeting** of the Board of Trustees, Town of Oak Creek, Routt County, Colorado, will be held on Thursday, July 9, 2026 beginning at 6:00 p.m. in the Hearing Room, Town of Oak Creek Offices, 129 Nancy Crawford Blvd., Oak Creek, Colorado. The Board of Trustees will be attending either in person or via web based meeting through Zoom (zoom.us). **Agenda is subject to change up to 24 hours before scheduled hearings.** The public is invited to attend/participate via Zoom or Facebook Live. The Facebook Live event will be broadcast through the Town of Oak Creek's Facebook page.

Join Zoom Meeting

https://us02web.zoom.us/j/81449378638

Meeting ID: 814 4937 8638

One tap mobile (for call in meeting): +1-669-900-6833

1. CALL TO ORDER

A. Roll Call

B. Pledge of Allegiance

2. APPROVAL OF AGENDA

3. AUDIENCE PARTICIPATION (5 Minutes)

(This section of the agenda is set aside for questions or comments by the public, regarding issues other than agenda items. Please limit comments to three minutes. The Board of Trustees will take comments under consideration but will not make any decision or take any action at this time. Anyone who would like to address the Board of Trustees concerning any agenda item will be given the opportunity to speak for three minutes at the scheduled time for that item.)

4. CONSENT AGENDA

A. Approval of May 28, 2026 and June 10, 2026 Regular Meeting Minutes.

B. Approval of the Renewal of a Retail Liquor License for Bonfiglio Drug at 118 W Main St, Oak Creek, CO.

5. CONSIDERATION OF A REQUEST BY THE TRACKS & TRAILS MUSEUM FOR THE TOWN TO BE A SPONSOR OF THE "HOLD YOUR HORSES!" EVENT

A. Consideration of a request by the Tracks & Trails Museum for the Town to be a sponsor of the "Hold Your Horses!" event.

6. CONSIDERATION AND POSSIBLE APPROVAL OF TOWN OF OAK CREEK RESOLUTION NO. 2026-016, "A RESOLUTION FOR MUNICIPAL JUDGE APPOINTMENT - DANIEL GRANDE"

A. Consideration and possible approval of Resolution 2026-016 "A Resolution for Municipal Judge Appointment - Daniel Grande"

7. CONSIDERATION AND POSSIBLE APPROVAL OF TOWN OF OAK CREEK ORDINANCE NO. 675, "AN ORDINANCE PROVIDING FOR COMPENSATION OF THE TOWN OF OAK CREEK MUNICIPAL COURT JUDGE"

A. Consideration and possible approval of Ordinance 675 "An Ordinance Providing for Compensation of the Town of Oak Creek Municipal Court Judge"

8. PRESENTATION BY THE COLORADO PARKS AND WILDLIFE DISTRICT WILDLIFE MANAGER ON LIVING WITH BEARS

A. Presentation by the Colorado Parks and Wildlife District Wildlife Manager on Living with Bears.

9. PRESENTATION BY JK ENERGY CONSULTING, LLC ON THE RESULTS OF A COST OF SERVICE AND RATE DESIGN STUDY FOR THE TOWN OF OAK CREEK'S ELECTRIC, WATER AND WASTEWATER UTILITIES

A. Presentation by JK Energy Consulting, LLC on the results of a Cost of Service and Rate design study for the Town of Oak Creek's electric, water and wastewater utilities.

10. PROJECT UPDATES FROM THE TOWN'S RECREATION DIRECTOR

11. CONSIDERATION AND POSSIBLE AUTHORIZATION TO PURCHASE FIVE (5) BEAR-RESISTANT TRASH CONTAINERS TO REPLACE ALL NON-BEAR-RESISTANT TOWN TRASH CONTAINERS IN TOWN PARKS AND ON MAIN STREET

A. Consideration and possible authorization to purchase five (5) bear-resistant trash containers to replace current containers in parks and along Main Street.

12. CONSIDERATION AND POSSIBLE AUTHORIZATION TO PURCHASE NEW SAFETY MULCH FOR THE PLAYGROUND IN DECKER PARK

A. Consideration and possible authorization to purchase new Safety Mulch for the playground in Decker Park.

13. DISCUSSION REGARDING POTENTIAL SALES TAX BALLOT MEASURES FOR THE NOVEMBER 2026 ELECTION

A. Discussion regarding potential sales tax ballot measures for the November 2026 election.

14. **CONSIDERATION AND AUTHORIZATION FOR THE TOWN ADMINISTRATOR TO PREPARE AND SUBMIT A REQUEST TO THE DEPARTMENT OF LOCAL AFFAIRS LOCAL MATCH PROGRAM (FEDERAL INFRASTRUCTURE INVESTMENT AND JOBS ACT) IN THE AMOUNT OF $620,000 IN FUNDING FOR THE SHERIFF RESERVOIR SPILLWAY REHABILITATION PROJECT**

    A. Consideration and authorization for the Town Administrator to prepare and submit a request to DOLA local match program (Federal infrastructure investment and jobs act) in the amount of $620,000 in funding for the Sheriff Reservoir Spillway Rehabilitation Project.

15. **CONSIDERATION AND POSSIBLE APPROVAL OF TOWN OF OAK CREEK RESOLUTION NO. 2026-017, "A RESOLUTION IDENTIFYING THE DESIGNATED ELECTION OFFICIAL BY THE TOWN BOARD OF THE TOWN OF OAK CREEK"**

    A. Consideration and possible approval of Town of Oak Creek Resolution No. 2026-017, "A Resolution Identifying the Designated Election Official by the Town Board of the Town of Oak Creek"

16. **CONSIDERATION AND POSSIBLE APPROVAL OF TOWN OF OAK CREEK RESOLUTION NO. 2026-018, "A RESOLUTION OF THE TOWN BOARD OF THE TOWN OF OAK CREEK, COLORADO APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE ROUTT COUNTY CLERK AND RECORDER AND THE TOWN OF OAK CREEK FOR THE ADMINISTRATION OF THEIR RESPECTIVE DUTIES CONCERNING THE CONDUCT OF THE GENERAL ELECTION TO BE HELD ON NOVEMBER 3, 2026 APPROVING AN ELECTION INTERGOVERNMENTAL AGREEMENT - ROUTT COUNTY CLERK"**

    A. Consideration and possible approval of Town of Oak Creek Resolution No. 2026-018, "A Resolution of the Town Board of the Town of Oak Creek, Colorado approving an Intergovernmental Agreement by and between the Routt County Clerk and Recorder and the Town of Oak Creek for the administration of their respective duties concerning the conduct of the General Election to be held on November 3, 2026 approving an Election INtergovernmental Agreement - Routt County Clerk"

17. **CONSIDERATION AND POSSIBLE APPROVAL OF TOWN OF OAK CREEK RESOLUTION NO. 2026-019, "A RESOLUTION OF THE BOARD OF TRUSTEES APPROVING AN ENGAGEMENT LETTER AND APPOINTING HOFFMAN, PARKER, WILSON & CARBERRY P.C. AS GENERAL COUNSEL FOR THE TOWN OF OAK CREEK"**

    A. Consideration and possible approval of Town of Oak Creek Resolution No. 2026-019, "A Resolution of the Board of Trustees approving an Engagement Letter and Appointing Hoffman, Parker, Wilson & Carberry P.C. as General Counsel for the Town of Oak Creek"

18. **CONSIDERATION AND POSSIBLE APPROVAL OF A REQUEST FOR A DOLA ADMINISTRATIVE PLANNING GRANT IN THE AMOUNT OF $25,000 TO BE USED FOR WASTEWATER TREATMENT PLANT DESIGN**

A. Consideration and possible approval of a request for a DOLA Administrative Planning Grant in the amount of $25,000 to be used for wastewater treatment plant design.

19. CONSIDERATION AND POSSIBLE APPROVAL OF A PROFESSIONAL SERVICES PROPOSAL AND AGREEMENT FROM AQUAWORKS DBO, AN APEX COMPANY, FOR WASTEWATER TREATMENT PLANT DESIGN SERVICES

A. Consideration and possible approval of a Professional Services Proposal and Agreement from Aquaworks DBO, An Apex Company, for wastewater treatment plant design services.

20. CONSIDERATION AND POSSIBLE APPROVAL OF ORDINANCE NO. 676, "AN ORDINANCE AMENDING CHAPTER 17.11 OF THE OAK CREEK MUNICIPAL CODE CLARIFYING THAT USES NOT EXPRESSLY PERMITTED WITHIN PERFORMANCE DISTRICTS AS EITHER A PERMITTED OR CONDITIONAL USE ARE DEEMED TO BE PROHIBITED"

A. Consideration and possible approval of Ordinance No. 676, "An Ordinance Amending Chapter 17.11 of the Oak Creek Municipal Code clarifying that uses not expressly permitted within performance districts as either a permitted or conditional use are deemed to be prohibited"

21. STAFF & BOARD MEMBER REPORTS

22. ADJOURNMENT

Notice: Three or more members of the Town Board may be meeting informally at Franciosi Brothers or The Oak Creek Tavern following the regularly scheduled Board Meeting. Members of the public are welcome.

Please Note: All programs, services and activities of the Town of Oak Creek are operated in compliance with the Americans with Disabilities Act. If you need a special accommodation as a result of a disability, please call our office at (970) 736-2422 or TDD access through RelayColorado by dialing 7-1-1 to coordinate your needs. Please notify us of your request as soon as possible to allow us time to meet your request. This institution is an equal opportunity provider and employer.

TOWN OF OAK CREEK
TOWN BOARD MEETING
MAY 28, 2026
MINUTES

CALL TO ORDER:

Mayor Dobbins called the Regular Meeting of the Oak Creek Board of Trustees to order at 6:00 p.m., Thursday, May 28, 2026.

Town Officials present at roll call were: Trustees: Erika Pastor, Bernard Gagne, Sascha Stanger, Kelly McElfish, Julie Gregory and Chris Hedberg.

Others present: Louis Fineberg, Town Administrator; Jen Henderson, Town Deputy Clerk; Patrick Reilly, Ryan Pikna and Max Knoedelseder.

Those present recited the Pledge of Allegiance.

EN RE: APPROVAL OF AGENDA

Town Administrator, Louis Fineberg stated there was an item left off the Agenda in the Consent Agenda area. There should be the approval of a retail liquor license for Franciosi Brother's.

Trustee Gagne made a motion to approve the agenda with the addition to add the Consent Agenda item. Trustee Pastor seconded the motion; passed unanimously.

AUDIENCE PARTICIPATION:

Patrick Reilly, Ryan Pikna and Max Knowedelseder spoke regarding a property that is for sale in town that is currently under contract and has been rumored to be turned into condos. They have friends who live in Oak Creek and the consensus from their friends is they do not want the building turned into condos. They have an idea to open a craft brewery that's family friendly and serve specialty craft cocktails and food. So their thought was to start showing their faces in town to try and become part of the community.

Trustee Stanger asked if they would be brewing or just selling. Max answered that they would be brewing and stated that Ryan is a master brewer. Ryan introduced himself and stated he's been brewing for 15 years. They all have worked at different breweries and currently would like to open a business for themselves. Their goal would be to have as many non alcoholic drinks available as alcoholic to keep it family friendly. They want to be community focused and feel Oak Creek is the right area to do that.

EN RE: CONSENT AGENDA

Trustee Pastor made a motion to approve the consent agenda, specifically the April 9, 2026 Regular Meeting minutes and the Retail Liquor License Renewal for Franciosi Brothers. Trustee McElfish seconded the motion; passed unanimously.

EN RE: CONSIDERATION AND POSSIBLE APPROVAL OF TOWN OF OAK CREEK, CO RESOLUTION NO. 2026-015, "A RESOLUTION OF THE TOWN OF OAK CREEK, COLORADO SUPPORTING APPLICATION TO THE COLORADO PARKS AND WILDLIFE HUMAN-BEAR CONFLICT REDUCTION GRANT PROGRAM FOR FUNDING TO PURCHASE BEAR-RESISTANT TRASH CONTAINERS FOR THE TOWN'S RESIDENTIAL TRASH CUSTOMERS

Louis stated the final quote he received is $203,500 for the containers plus just under $12,000 for the shipping costs. It would be 3 tractor trailers that would deliver the containers to the Public Works shop for Tom to distribute. This grant doesn't require a match but he's concerned if we don't make a good enough case to do a match that the grant would be denied. His recommendation is to approve the local match of $53,875. He stated there can be a future discussion on where to pull the match from. The Trash fund is essentially a pass through; there is no reserve to pull from. The match would be pulled from the general fund. There will be some funds coming to us from the Recycle refund grant that will reduce the resident's bills by approximately $17 a month and the Town could put the match funds back on the residents' bill at approximately $29 a month over the next 5 years. That is for a future discussion the Board can decide how to handle the match funds and where to pay it back from.

MOTION

Trustee McElfish made a motion to approve Town of Oak Creek CO Resolution NO. 2026-015, "A Resolution of the Town of Oak Creek Colorado supporting application to the Colorado Parks and Wildlife Human-Bear conflict reduction grant program for funding to purchase bear-resistant trash containers for the Town's residential trash customers. Trustee Gregory seconded; passed unanimously.

EN RE: DISCUSSION REGARDING THE POSSIBLE PURCHASE OF AN INTERLOCKING FLOORING SYSTEM FOR THE ICE RINK TO BE USED FOR PICKLEBALL

Louis stated there are 2 quotes to review. There are two possible options for this; one option looked into is epoxy. This option would be a little more money than the interlocking or roll out flooring system. He and Alissa looked into the options and agreed that the roll out mat is the better option. The Town is applying for a grant to improve the ice rink, if that approval comes through and the ice rink is renovated, epoxy would be ripped up. The interlocking mat has reviews and issues where if the ball hits on one of the interlocking grooves it sends the ball in a different direction. A roll out mat can be removed and put back down. If the Board is in agreement that they would like to purchase the mats, he suggests the roll out mat.

Trustee Pastor asked if it would cover the entire rink. Louis replied that it would be for 2 pickleball courts, side by side. They are a little over $9,00 each so the total for the 2 courts would be a total of approximately $18,550. They can be rolled up, so if there's an event for skating or riding bikes during the summer months, they can be put away for the event.

Trustee McElfish stated her concern is that the Town hasn't invested in Decker Park in quite some time. She's concerned if we invested this amount in Pickleball, could we not use the funds towards our Town Park instead. There is some playground equipment that could be updated and some safety concerns addressed. She would just like to think about where the majority of the community spends their time. Also, if there is potential for the Pickleball players contributing to the cost of new mats for the courts.

Louis stated there are possibilities to seek donations to offset the cost of this. Maybe the Town commit to half and raise funds for the other half. The half that the Town saves can go towards Decker Park. Trustee Pastor said her only concern is damage. If the Town invests in these mats but then they get damaged from kids riding bikes, skateboarding or roller skating on them. Board members all agreed there should be further discussion with the Pickleball group present to come up with solutions and agreements on maintenance. Possibly the Pickleball group agreeing to maintain the mats, roll them up when not in use etc. The Board also agreed to think more about our Town parks and the future of what they look like.

EN RE: DISCUSSION REGARDING POSSIBLE SALES TAX BALLOT MEASURES FOR THE NOVEMBER 2026 ELECTION

Louis stated, what is included in the Board Packet are legally reviewed Ballot Measures. If the Board chooses to adopt one or more, it would be what the Board is looking at. In addition to the Capitol Improvement ballot, there's an ordinance that will add to the code what the Capitol Approvement fund could be used for. If that Ballot Measure passed, the ordinance would go into effect. There's the 1% for law enforcement and a second 1% for Capitol improvements. He stated the Board can do any combination of these. The Board can choose to not adopt either ballot measure, one or both. He added that he's sent the Board the rate study information so they are aware of what the rate study shows. He stated he would never tell the Board that if they adopt the capitol improvement ballot measure that rates won't go up because there will definitely be rate increases. He sees the positive side of the capitol improvement measure over a rate increase because there is some amount of people that aren't residents contributing to that. Where rate increases fall entirely on residents. He further explained the rate study and how those numbers are calculated, the approximate total that a 1% or a 2% capitol improvement tax would bring in and how much capitol improvement projects cost for each block of the Town.

Trustee Stanger asked if the law enforcement tax ballot measure is the Town's recommendation or Routt County's recommendation. Louis answered that every law agency he's spoken with has suggested that Oak Creek needs 3 full time officers. Trustee Stanger stated his concern is that the sales tax won't be supplemented by out-of-town visitors and not residents. He would like to find a way to get more customers into stores to spend money and bring in the sales tax.

Trustee Gagne stated he's a big fan of the 2% dedicated to the two separate items. He asked if there should be a line item in the budget for marketing and outreach to entice out-of-town visitors to come to Oak Creek.

EN RE: DISCUSSION AND POSSIBLE APPROVAL OF APPOINTMENTS TO THE SOUTH ROUTT HOUSING AUTHORITY BOARD

Louis stated Kelly and Erika would probably be the ones who had the most information about that and Drew stated he's happy to answer any questions as well. Trustee Gagne stated he has a reservation about one of the appointments but at the end of the day since this isn't a discussion about funding it. He's still skeptical about the entire thing but at the end of the day he's a voter like everyone else. Trustee Stanger clarified whether this is going to affect funding. The answer was no, this is only to approve the appointments to the South Routt Housing Board. Drew spoke about the function of a Housing Authority Board being able to apply for grant opportunities that a municipality does not have access to.

MOTION

Trustee McElfish made a motion to approve the appointments to the South Routt Housing Authority Board. Trustee Pastor seconded; passed unanimously.

EN RE: STAFF & BOARD MEMBER REPORTS

Jen stated the new website is up and running and live. On the Code Enforcement front, she's just taking in complaints until we have a judge appointed. So, she's speaking with people and trying to work out complaints. Trustee McElfish asked if there's a program to help people who have monetary constraints or no other forms of help. Louis stated they are very willing to help and work with people who have had a complaint filed on them. There's no intention to play hard ball with people who are willing to work with the Town. Jen added on that she's very passionate about helping people through their problems not just drop a hammer on them. She's always willing to have conversations with people and see how she can help. Trustee Gagne asked if there's any type of Volunteer registry so that there's a list that someone can look at and call if they need help. Jen stated she would absolutely create a Volunteer list for anyone who is willing to offer services to help anyone in need.

Louis stated he noticed that online, our Code hasn't been updated. So, he's asked Jen to work with Municode on getting code and ordinances updated on there.

Drew stated he will prepare something to bring in front of the Board to update on what he's working on and the future of his position.

Louis stated he and Drew attended the CML Regional meeting and he offered Oak Creek to host the next Regional Meeting. He also stated he's received one response to the RFP for the Judge position. He spoke with the applicant and asked the Board if they would like to move forward to interviewing the applicant or if they'd like to wait to see if there are more applicants. The Board decided they'd like to move forward with an interview. He informed the Board that the Town was not awarded the DOLA grant.

Trustee Pastor congratulated the graduates and said it was a great busy weekend. She asked if anyone else received the GOCO dinner invitation.

Trustee Stanger thanked the Town for the speed bump but requested a second one for the other end of the alley. He also asked if the sound wall was put up between Lupita's and the resident that complained last year. The answer was yes the sound wall was done. Louis noted there is no permit for live music but that there probably should be something implemented. Melissa stated she thinks there should be permits for live music but also for businesses so that the Town is aware when a new business opens up. Trustee Gagne also stated if we started requiring permits for live music would the Town also need a decibel meter to see how loud things actually are. Louis said we would have to implement an Ordinance and obtain a meter.

Trustee Gagne stated that for the record for anyone who's watching on Facebook or who will watch it within the next week. That roosters are not allowed within Town limits. He had a neighbor that did have a rooster that would go off in the middle of the night and it was terrible. But that rooster is gone, however there are other roosters within Town and he wants to make sure everyone knows, they are not allowed within Town. He then inquired about where the contract is with the Sherrif's office. Louis responded he's been told it's passed the Level 1 review. So, he sees movement forward with it but doesn't know a final date of completion yet. Jen stated that in conjunction with the Rooster comment; please if someone knows of a rooster or has a formal complaint to get in touch with her. She will speak to the owner of any rooster and will handle any

complaint that is brought to her attention. However, if a complaint is not made with her then she has no way of knowing that there is a rooster or any other type of problem. Facebook is not code enforcement. People posting on facebook does not help any situation or bring it to the correct people's attention to be dealt with.

Mayor Dobbins asked when we are scheduled for Mag-Chloride. Louis said he would speak with Tom to get an idea when it will be done in Town. She would love to see it done as soon as possible and not August or September like last year.

Trustee McElfish stated she will not be at the second meeting in June. Trustee Gregory said she will not be in attendance either. Mayor Dobbins said she would try to be at the meeting but would be coming back from the CML conference. Louis stated if there was no objections that the June 25th meeting can be canceled and he will try to put everything into the June 11th meeting.

EN RE: ADJOURNMENT

Trustee Gregory made a motion to adjourn the meeting. Trustee McElfish seconded the motion. Motion passed unanimously.

No further business coming before the Board, same adjourned sine die at 7:40 p.m.

Attest:

_____	_____
Tionna Jones	Melissa Dobbins, Mayor
Town Clerk/Treasurer	Date: 7/9/2026

TOWN OF OAK CREEK
TOWN BOARD MEETING
JUNE 10, 2026
MINUTES

CALL TO ORDER:

Mayor Dobbins called the Regular Meeting of the Oak Creek Board of Trustees to order at 6:00 p.m., Wednesday, June 10, 2026.

Town Officials present at roll call were: Trustees: Erika Pastor, Bernard Gagne, Sascha Stanger, Julie Gregory and Chris Hedberg. Trustee Kelly McElfish was absent.

Others present: Louis Fineberg, Town Administrator; Tionna Jones, Town Clerk/Treasurer; Jen Henderson, Town Deputy Clerk; and Eileen Rossi. Daniel Grande was present via zoom.

Those present recited the Pledge of Allegiance.

EN RE: APPROVAL OF AGENDA

Town Administrator, Louis Fineberg stated there were no changes to the agenda.

Trustee Stanger made a motion to approve the agenda. Trustee Gagne seconded the motion; passed unanimously.

AUDIENCE PARTICIPATION:

There was no audience participation.

EN RE: CONSENT AGENDA

Trustee Hedberg made a motion to approve the consent agenda, specifically the Special Event Permit for South Routt Community Corporation at 227 Dodge Avenue, Oak Creek, CO on June 23, 2026 from 3:00 pm to 9:00 pm. Trustee Pastor seconded the motion; passed unanimously.

EN RE: MUNICIPAL JUDGE CANDIDATE INTERVIEW – DANIEL GRANDE

Mayor Dobbins welcomed Mr. Grande to the meeting and thanked him for applying and being interested in the position. The Board asked interview questions and discussed Mr. Grande's career. Mr. Grande thanked the Board for the opportunity to speak with them and apply for the position and looks forward to hearing back.

EN RE: DISCUSSION REGARDING DRAFT SERVICE AGREEMENT WITH CIRCULAR ACTION ALLIANCE FOR THE REIMBURSEMENT OF EXPENSES FOR THE TOWN'S RECYCLING PROGRAM

Louis stated the Board will approve this July 9, 2026, however he wanted to Board to see the amount and the agreement beforehand. He believes this will be a good opportunity to lower resident bills as well as it's coming at a time that the rates will most likely be raised. He stated the Town's newest attorney reviewed the document and it's good. Trustee Gagne asked Louis if he could give an overview of what the agreement means for residents who may watch the meeting. Louis stated this is a new law in effect that rather than Town's or residents being responsible for the cost of recycling, the State is now requiring the producers be held responsible for the cost. The organization Circular Action Alliance is the group that's in charge of putting all of this together. He also confirmed this will be a yearly refund that the Town will receive to cover the resident's cost for recycling.

EN RE: CONSIDERATION AND POSSIBLE APPROVAL OF A PROFESSIONAL SERVICES PROPOSAL & AGREEMENT FROM AQUAWORKS DBO, AN APEX COMPANY, FOR FINAL DESIGN SERVICES RELATED TO THE DESIGN OF THE TOWN'S WATER DISTRIBUTION SYSTEM

Louis stated this is in relation to the CBDG grant the Town received for water system design, not to exceed $100,000. This is AquaWorks portion. Under the terms and conditions provisions number 7 and 11 are something the Town can agree to. Essentially the Town Attorney read this agreement and suggests the Town agree to the proposal with eliminating provisions 7 and 11.

MOTION

Trustee Gagne made a motion to approve a Professional Services Proposal & Agreement from Aquaworks dbo, An Apex Company, for final design services related to the design of the Town's water distribution system while eliminating provisions 7 and 11.

Trustee Gregory seconded; passed unanimously.

EN RE: DISCUSSION REGARDING AN ORDINANCE AMENDING CHAPTER 17 WITH REGARD TO SHIPPING CONTAINERS AND PROHIBITING USES THAT ARE NOT EXPRESSLY ALLOWED

Louis stated these are two provisions he thinks the Board should consider. One being the regulation of shipping containers. His recommendation is to allow them on a temporary basis with a revocable permit. Trustee Gagne brought up a past discussion with the museum wanting to put in a shipping container and that he was forceful in that he didn't want to approve them and set a precedent of other people bringing them in. Now there's a large shipping container in someone's front yard and they brought up the Museum has one. Trustee Hedberg stated residents can't build a shed without a permit so he believes shipping containers should be the same. Trustee Pastor agreed that there should be regulations but she understands why some people have them and need them. She has a shipping container that she uses as a shed at her home because her house is very small and doesn't have closets. She understands the need for extra storage space. She suggested not banning shipping containers completely but would like to see some type of arrangement for people who currently already have one.

Louis stated the Board can decide to treat them like a shed but there would need to be some regulations attached to it. There would need to be some re-working of the Code to make

these changes. He stated as it stands right now shipping containers fall into a gray area of the code that isn't quite addressed. Trustee Stanger stated when he built his garage he had to shrink it down so that it wasn't more than 25% of his property size. He thinks if the Board chooses to look at shipping containers as a structure like a shed or a garage that it should have size limits as well. Trustee Gagne stated that in residential neighborhoods he doesn't see shipping containers fitting in with how the Town should look, he doesn't think it would look good or be good for property values. He believes if you need storage that residents should build a storage shed. Trustee Pastor stated the container on her property was a storage unit that was located in Steamboat. However, when that property sold to the County they had the option to purchase the container and have it moved to their property. It's set back to the back of their property and they're currently painting it. So, it essentially is a storage unit. This happened 10 years ago, so she questioned if there can be something written where residents can be grandfathered in or will everyone just have to get rid of their current containers.

Mayor Dobbins stated she understands where Trustee Pastor is coming from, being at her home, you don't even see the container. She also sees Trustee Gagne's point of view that they want to maintain an aesthetic and appeal and not decrease property values. She thinks this is a discussion to have all Board members think about it and research other Town's codes. She thinks Board members look into how other Town's mitigate this issue. She doesn't believe it would be fair to force Trustee Pastor to get rid of hers and possibly cause a hardship.

Board members all agreed that they should be regulated both on a residential level and on a commercial level.

Louis also added that the second part of this discussion is the bottom paragraph when looking under Performance Districts, the sentence "Uses not expressly permitted are deemed to be prohibited." This is a way of avoiding things like this happening in the future where someone can't do something with the reasoning of something particular not being in the code.

EN RE: STAFF & BOARD MEMBER REPORTS

Eileen stated she's looking forward to having a judge so that code enforcement can move forward. She also wanted to make sure the Board was aware that the Town does have pre-written citations that have been written for years. She and Jen will work to make any corrections needed and get forms ordered. Louis stated fines are a last resort for code enforcement citations. The goal is to just help residents. Eileen stated also she thinks consistency with follow up will help a great deal. But also, for the new judge to understand seasonal timeliness will help. She worries citations will be issued but then winter will come and delay things more.

Jen stated that she's thankful for some of the residents who stepped up to help one of the larger code violation homes. She's very grateful for their support and their help. Also, since the last meeting she developed a Volunteer sign up form for any residents who would be willing to help other residents with particular projects or things they need help with. She will be finalizing it soon and hopes that community members will step up to volunteer and help.

Tionna stated she's still working on the audit. The Town Yard sale is this weekend and Town Cleanup is next weekend. After the meeting she will train the Board on the new board portal.

Louis asked if anyone does not want to see an appointment for the judge at the next meeting. Otherwise, he will draw up the appointment to present to Mr. Grande. He will speak with Mr. Grande and make sure he's still interested and that can be done. He also stated the Mountain Park has trails being re-routed currently and he thinks that is great. Mayor Dobbins agreed that

the new downhill trail for bikes looks like a lot of fun and that it will be great for people walking trails so as not to have any accidents. Louis also commented that he and Alissa met with the Hockey Association to go over GoCo application for planning.

Trustee Pastor commented that Kyle Pastor went and represented South Routt Recreation and was chosen as a finalist to possibly be awarded a small grant for the recreation association. Her daughter also placed 3rd at a golf tournament so she's very excited about that. She also looked around at the school at the tennis courts and thinks it would be a great place for pickleball.

Trustee Stanger asked where things are with the tax ballot and has anyone done any investigation on the food tax for the state of Colorado. Louis answered that he will get an answer on the food tax and that by the second meeting in July the Board will have to vote on the ballot measures. Louis clarified that groceries are exempt from the state's 2.9% but not exempt from any local tax.

Trustee Gagne wanted to follow up on the playground conversation from the last meeting. He sent Louis information for the playground upgrades that were just done where he works. He thinks what Decker park would need is probably around $200,000 and is hoping those that are going to the GoCo dinner could bring it up and pick the brains of them. Louis stated the Town is ordering a big shipment of wood chips to be delivered to make that part of the playground safer. Trustee Gagne also wanted to address an email received regarding Sheriff's Reservoir and the potential danger there for falling. He suggests putting signage up to warn anyone there of the danger and potential for injury. Louis stated he will talk to the Forest Service since it is leased property and find out what they suggest.

Mayor Dobbins thanked everyone for all of the spring cleaning she's been seeing.

Trustee Hedberg stated he's been traveling and that it's crazy how little can really improve the appearance of little towns. He thinks we are on the right track and making the right changes to improve the Town.

EN RE: ADJOURNMENT

Trustee Gagne made a motion to adjourn the meeting. Trustee Pastor seconded the motion. Motion passed unanimously.

No further business coming before the Board, same adjourned sine die at 7:36 p.m.

Attest:

_____	_____
Tionna Jones	Melissa Dobbins, Mayor
Town Clerk/Treasurer	Date: 7/9/2026

DR 8400 (05/05/25)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Submit to Local Licensing Authority

BONFIGLIO DRUG
PO BOX 748
Oak Creek CO 80467-0748

Fees Due	
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
☐ Paid Online

Uploaded to MoveIt on Date

Licensee Name
BONFIGLIO DRUG INC

Doing Business As Name (DBA)
BONFIGLIO DRUG

Liquor License Number: 09-76124-0000
License Type: Liquor Licensed Drug Store (city)

Sales Tax License Number: 09761240000
Expiration Date: 10/02/2026
Due Date: 08/18/2026

Business Address

Street Address: 118 W MAIN STREET
Phone Number: [redacted]

City, State, ZIP Code
Oak Creek CO 80467

Mailing Address

Street Address
[redacted]

City, State, ZIP Code
Oak Creek CO 80467-0748

Email
[redacted]

Operating Manager: David Bonfiglio
Date of Birth: 10-28-56

Home Address

Street Address	Phone Number
[redacted]	[redacted]

City	State	ZIP Code
Oak Creek	CO	80467

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: 6-30-2030

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

David Bonfiglio

Title

President

Signature

Date (MM/DD/YY) 6-16-26

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, David Bonfiglio / Bonfiglio Drug

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

(the "Applicant/Licensee")

Bonfiglio Drug

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)

Bonfiglio Drug

Social Security Number/Tax Identification Number

[redacted]

Home Phone Number

[redacted]

Business/Work Phone Number

970-736-2317

Street Address

118 Main St

City

Oak Creek

State

CO

ZIP Code

80467

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

David Bonfiglio

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

Date Signed

6-16-26

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).

(This page intentionally left blank)

Whoa! Hold Your Horses!

Pull on your dancing boots for a night out to benefit the Historical Society of Oak Creek & Phippsburg.

September 3, 2026

Tickets $50

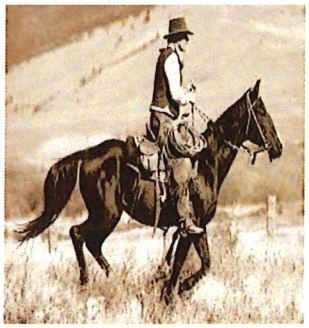
Presale: First 200 tickets entered to WIN a Yeti Cooler!

Historic COLORADO BAR
Oak Creek, CO
Doors Open at 5PM

Silent & Live Auction - Music & Dancing:
Joe Ghiglia & Randy Kelley of "THE NATURALS"

Tickets $50 - Includes Food, Entertainment & Fun
$25 is a Tax Deductible Donation

Ticket Sales:
Tracks & Trails Museum or the Colorado Bar in Oak Creek, CO
Call: 970-736-8245 or 330-720-6205



Hold Your Horses! Event Sponsor Information

The Historical Society of Oak Creek & Phippsburg is a 501(c)(3) non-profit charity and donations are fully tax deductible to the extent allowed by the IRS.

_____Sponsorship $500

- Includes 8 tickets to event and 8 chances to win Yeti cooler
- Prominent sponsor acknowledgement displayed at event and in promotion advertisements.

Tax deductible donation $300 Value of goods and services $200

_____ Auction item donation

Item Description

_____

Retail Value $_____

$ _____ Tickets @ $50 each (tax-deductible portion $25)

$_____ Donation no tickets (fully tax-deductible)

Name for publicity_____

Contact name_____

Phone_____

Email_____

Mail address

_____

Historical Society of Oak Creek & Phippsburg

Tracks and Trails Museum

Email: tracksandtrailsmuseum@gmail.com

PO Box 1, Oak Creek Colorado 80467

(970) 736-8245

TOWN OF OAK CREEK RESOLUTION NO. 2026-016

A RESOLUTION APPOINTING THE MUNICIPAL JUDGE IN ACCORDANCE WITH C.R.S. § 13-10-105

WHEREAS, C.R.S. §13-10-105 provides that the governing body shall appoint a municipal judge for a specified term of not less than two years and who may be reappointed for a subsequent term; and

WHEREAS, the position of Town of Oak Creek Municipal Court Judge is currently vacant; and

WHEREAS, the Town Board has received a letter of interest from Daniel Grande in response to a solicitation published in the Steamboat Pilot regarding the provision of Town of Oak Creek Municipal Court Judge services; and

WHEREAS, the Town Board has determined Mr. Grande is qualified to act as the Town of Oak Creek's Municipal Court Judge; and

WHEREAS, Mr. Grande desires to be appointed to the position of the Town of Oak Creek Municipal Court Judge.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF OAK CREEK, COLORADO:

Section 1. Daniel Grande is hereby appointed Municipal Judge pursuant to C.R.S. §13-10-105.

Section 2. The appointment shall take effect July 10, 2026.

Resolved this 9th day of July, 2026.

TOWN OF OAK CREEK, COLORADO

_____
Melissa Dobbins, Mayor

ATTEST:

_____
Tionna Jones
Town Clerk

GRANDE LAW
ATTORNEYS AT LAW
MIAMI, FL • STEAMBOAT SPRINGS, CO
GRANDE-LAW.COM

Tel: 970.819.2988
www.grande-law.com
941 Lincoln Avenue, Ste. 200-E1-F
Steamboat Springs, CO 80487
Miami Office:
8603 S. Dixie Highway, Ste. 205
Miami, Florida 33156

Louis Fineberg
Town Administrator
Town of Oak Creek
P.O. Box 128
Oak Creek, Colorado 80467
VIA EMAIL [townadmin@townofoakcreek.com]

RE: Letter of Interest – Municipal Court Judge for Town of Oak Creek

Mr. Fineberg,

I write to express my interest in the open position of Municipal Court Judge for the Town of Oak Creek. I have been a practicing attorney since being admitted to the Florida Bar in 2008. I have been the managing partner of Grande Law, P.A. since August, 2016 and admitted to practice in Colorado since 2021. My firm maintains offices in Miami, Florida and Steamboat Springs, Colorado where we represent individuals and corporate entities before municipal, state and federal courts in a variety of matters from traffic citations to complex business matters.

Enclosed, please find my resume. I look forward to having the opportunity to speak with you and the Board of Trustees of the Town of Oak Creek to further expand on my qualifications for this position.

Respectfully,

Daniel Grande

Daniel Grande
Managing Partner
Grande Law, P.A.

Enclosure: Resume

Daniel Grande
Grande Law, P.A.
941 Lincoln Ave., Suite 200-E1-F
Steamboat Springs, Colorado 80487
Telephone (970) 819-2988
E-Mail: danny@grande-law.com

Steamboat Springs, Colorado
Licensed Attorney — Florida, Illinois, Colorado

PROFESSIONAL SUMMARY

Experienced litigation attorney with substantial experience in civil, criminal, and family law matters in municipal, state, and federal courts in Colorado and Florida. Proven background in courtroom advocacy, legal analysis, motion practice, trial preparation, negotiations, and client representation across both private practice and public service roles. Licensed in Florida since 2008 with additional bar admissions in Illinois and Colorado. Extensive experience managing complex litigation matters, supervising legal operations, and representing clients in high-volume legal environments.

PROFESSIONAL EXPERIENCE

Grande Law, P.A. — Managing Partner

2016 – Present

- Manage all aspects of firm operations, litigation strategy, client representation, and case management.
- Handle civil, criminal, and family law matters from inception through resolution.
- Conduct hearings, depositions, mediations, negotiations, and trials.
- Supervise legal staff and oversee client relations, compliance, and business operations.
- Advise clients on litigation risks, procedural matters, and strategic legal solutions.

Quintairos, Prieto, Wood & Boyer, P.A. — Partner

2015 – 2016

- Represented corporate clients in complex civil litigation matters.

- Managed litigation files through discovery, motion practice, mediation, and trial preparation.
- Conducted legal research, drafted pleadings and dispositive motions, and appeared at hearings.
- Collaborated with attorneys and clients to develop case strategy and risk assessment.

Diaz, Briscoe, Medina, P.A. — Associate Attorney

2014 – 2015

- Handled litigation matters in representation of insurance carriers.
- Prepared legal pleadings, motions, discovery requests, and settlement negotiations.
- Appeared in court proceedings and represented clients during depositions, hearings, mediation and trial.

Advocate Law Groups of Florida, P.A. — Partner

2010 – 2014

- Managed civil litigation matters throughout the state of Florida.
- Represented clients in hearings, trials, negotiations, and mediations.
- Developed litigation strategy and maintained direct client communication throughout representation.
- Supervised four associate attorneys.
- Oversaw firm operations and supervised legal support personnel.

Miami-Dade Public Defender's Office — Assistant Public Defender

2008 – 2010

- Represented indigent clients in criminal proceedings.
- Conducted over 75 bench and jury trials, plea negotiations, evidentiary hearings, and motion practice.
- Managed high-volume caseload while ensuring effective representation and constitutional protections.
- Developed substantial courtroom and trial advocacy experience.

EDUCATION

Florida International University College of Law

Juris Doctor (2008)

University of Florida

Bachelor's Degree (2005)

BAR ADMISSIONS

- Florida Bar — Admitted 2008
- Illinois Bar — Admitted 2020
- Colorado Bar — Admitted 2021

CORE COMPETENCIES

- Civil Litigation
- Criminal Litigation
- Family Law
- Trial Advocacy
- Courtroom Litigation
- Mediation & Negotiation
- Legal Research & Writing
- Case Strategy Development
- Client Relations
- Motion Practice
- Judicial Proceedings
- Legal Team Management

ADDITIONAL INFORMATION

- Extensive courtroom and litigation experience across multiple practice areas.
- Experienced in managing high-volume caseloads and complex legal matters.
- Background in both public service and private practice environments.
- Demonstrated leadership as managing partner and supervising attorney.

ORDINANCE NO. 675

AN ORDINANCE PROVIDING FOR COMPENSATION OF THE TOWN OF OAK CREEK MUNICIPAL COURT JUDGE

BE IT ORDAINED BY THE BOARD OF TRUSTEES FOR THE TOWN OF OAK CREEK, COLORADO, THAT:

Section 1. Pursuant to C.R.S. §13-10-107, the Board of Trustees hereby sets the salary of the Municipal Judge at an annualized rate of $9,600, which shall be payable at the rate of $800 every month beginning in July 2026.

Section 2. Repealer. All acts, orders, resolutions, ordinances, or parts thereof, of the Town that are inconsistent or in conflict with this Ordinance are hereby repealed to the extent only of such inconsistency or conflict.

Section 3. Recording and Authentication. Immediately upon its passage, this Ordinance shall be recorded in the Town of Oak Creek Book of Ordinances kept for that purpose, authenticated by the signatures of the Mayor and Clerk, shall be published as required by law.

Section 4. Effective Date. This Ordinance shall become effective thirty (30) days after final publication, but shall be retroactive to July 9, 2026.

ADOPTED AND APPROVED this 9th day of July, 2026.

TOWN OF OAK CREEK, COLORADO

_____
Melissa Dobbins, Mayor

ATTEST:

_____
Tionna Jones, Town Clerk

Cost of Service and Rate Design Study

Electric, Water and Wastewater Utilities

Presented to:
Town of Oak Creek
July 9, 2026

Presented by:
John A. Krajewski, P.E.

JKEC
JK Energy Consulting, LLC

Overview of Presentation

- Introduction
- Purpose and Approach
- For Each Utility
  - Projected Financial Results
  - Cost of Service
  - Rate Design
  - Comparisons to Town's Peer Group
  - Recommendations

JKEC
JK Energy Consulting, LLC

Purpose of Studies

- Review financial performance of each utility
- Develop rates that reflect the cost of service and accomplish other goals established by the Town
  - Rates that provide sufficient revenues to cover projected operating expenses
  - Rates that reflect the cost of service for each rate class
  - Rates that are competitive with neighboring utilities

JKEC
JK Energy Consulting, LLC

3

Electric Utility

JKEC
JK Energy Consulting, LLC

4

Background

- Town's power supplier, MEAN, implemented a 9.8% rate increase on April 1, 2025 and an additional 3.0% rate increase on April 1, 2026
- WAPA rates likely to increase
- Need for capital improvements based on 2026-2030 electric system master plan

JKEC
JK Energy Consulting, LLC

Projected Financial Results

- On a cash basis, deficit ranges from approximately $223,000 in FY 2026 to $486,000 in FY 2030
- Major cause of deficit is increased purchased power costs and funding of Town's capital improvement plan

JKEC
JK Energy Consulting, LLC

Future Rate Changes

- Rate increases of 9% in FY 2027 through FY 2030 provide sufficient revenue to cover projected purchase power, O&M and A&G costs

JKEC
JK Energy Consulting, LLC

Cost of Service

- Customer charges are less than cost of service
- Cost of service for customer-related services is $28.46 per month vs. existing residential customer charge of $21.87 per month

JKEC
JK Energy Consulting, LLC

Cost of Service

- Cost of service analysis shows a higher increase for residential would be justified based on the cost of service

Rate Class	Revenue Existing Rates	Cost of Service	Difference $	Difference %
Residential	$676,476	$760,902	$84,425	12.5%
General Service	182,400	189,651	$7,251	4.0%
General Service 3-Phase	330,584	345,959	15,375	4.7%
Total	**$1,189,461**	**$1,296,512**	**$107,051**	**9.0%**

JKEC
JK Energy Consulting, LLC

9

Rate Design

- Increase rates 9% in FY 2027 and FY 2028
  - Increase residential rates more than other rate classes
- Increase the residential customer charge from $21.87 to $24.00 per month in FY 2027
- Eliminate the existing differential between summer and winter rates
  - MEAN's rate structure no longer sets higher rates in summer season and Town's peak is higher in the winter
  - Going forward, set rates the same in summer and winter seasons

JKEC
JK Energy Consulting, LLC

10

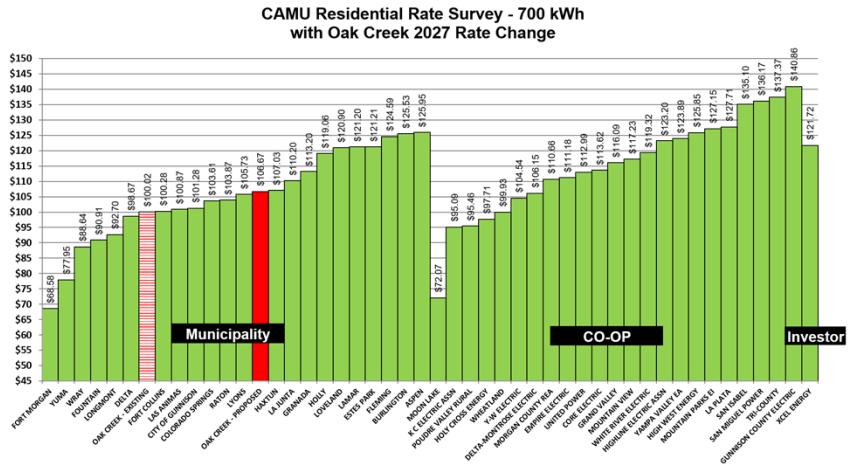
Rate Design

- Eliminate declining block rate in the winter season so there is a single year-round energy rate
- Implement Infrastructure Fee
  - Need to fund capital projects
  - Helps provide reliable service and ability to serve new customers
  - Infrastructure fee set at a percentage of the customer bill
  - Funds to be segregated and only used for capital projects

JKEC
JK Energy Consulting, LLC

11

Comparison with Neighboring Utilities



JKEC
JK Energy Consulting, LLC

12

Conclusions

- Town should adopt a retail rate increases of 9% in FY 2027 and FY 2028 as proposed in Appendix A
- Town should consider implementing additional 9% rate increases in FY 2029 and FY 2030
- Implement infrastructure fee
  - A percentage of customer revenue set aside in the infrastructure fund
- City should commence the necessary rate change process in October 2026

JKEC
JK Energy Consulting, LLC

Regulatory Overview

- Town Board has regulatory authority over electric budget and rates
- No PUC required if rates are the same for inside/ outside the Town
- Under State law
  - Charges for electric service must be “just, reasonable, and sufficient”
  - Preferences are prohibited, as is unjust discrimination , the municipal governing body has the authority to “determine the reasonableness” of differences between any class of service
- 30-day notice and public hearing requirements under State law

JKEC
JK Energy Consulting, LLC

Schedule and Process

- July 9, 2026
  - Present draft report to Town Board
  - Set public hearing
- To be Determined
  - Public hearing
- January 1, 2027
  - Rates go into effect with the billing cycle starting on January 1, 2027

JKEC
JK Energy Consulting, LLC

Water Utility

JKEC
JK Energy Consulting, LLC

Projected Financial Results

- On a cash basis, deficit of approximately $14,000 in FY 2028, increasing to $245,000 in FY 2030
- On an accrual basis, the Utility would have a negative net income in FY 2026 through FY 2030
- Deficit is driven by capital improvement costs for Sheriff Reservoir and debt service associated with the Priority 2 Distribution Projects

JKEC
JK Energy Consulting, LLC

Cost of Service

Line	Rate Class	Base (000 gal)	Extra Capacity Day (000 gal)	Extra Capacity Hour (000 gal)	Customer (per month)	Total ($/000 gal)
1	**Billing Units**					
2	Total	26,724,246	26,724,246	26,724,246	491	26,724,246
3						
4	**Functional Cost**					
5	Cost	246,828	115,913	14,687	167,470	$ 544,897
6	Per Unit Cost	$ 9.24	$ 4.34	$ 0.55	$ 28.45	$ 20.39
7	Cost for 2,000 gal				$ 56.69	
8	Cost for 5,000 gal				$ 99.06	
9	**Revenue - Existing Rates**					$ 495,361
10	**Increase / Decrease From Existing Rates Required**					$ 49,536
11						10.0%

JKEC
JK Energy Consulting, LLC

Rate Design

- Proposed rate design plan would increase rates approximately 10% in FY 2027 and FY 2028
  - City should consider rate increases of 10% in FY 2029 and FY 2030
- Rate changes directed toward the customer charge and usage rates
- Average monthly water bill for a customer using 5,000 gallons per month would increase by $7.73 per month in FY 2027 and $8.49 per month in FY 2028

JKEC
JK Energy Consulting, LLC

Rate Design

- Implement Infrastructure Fee
  - Need to fund capital projects
  - Helps provide reliable service and ability to serve new customers
  - Funds to be segregated and only used for capital projects

JKEC
JK Energy Consulting, LLC

Comparison with Neighboring Utilities

Utility	5,000 gal	7,500 gal	10,000 gal
Glenwood Springs	$42.13	$51.11	$60.08
Eagle	$61.85	$77.75	$98.10
Steamboat Springs	$75.99	$99.37	$122.74
Oak Creek	**$84.58**	**$102.02**	**$120.13**
Hayden	$112.18	$126.33	$140.48

Sorted based on 5,000 gallon monthly usage.

JKEC
JK Energy Consulting, LLC

Recommendations

- Increase water rates 10% on January 1, 2027 and 10% on January 1, 2028, as proposed in Appendix A
- Consider implementing additional rate increases of 10% in FY 2029 and FY 2030
- Implement Infrastructure Fee
  - A percentage of customer revenue set aside in the infrastructure fund
- Review rates on a regular basis, especially if there are any significant changes to the water system, including capital improvements or operating expenses

JKEC
JK Energy Consulting, LLC

Wastewater Utility

23

JKEC
JK Energy Consulting, LLC

Projected Financial Results

- On a cash basis, deficit ranges from approximately $61,000 in FY 2026 to $210,000 in FY 2030
  - Most of deficit is caused by capital improvement plan and associated debt service
- Future Rate Changes
  - Rate increases of 15% in FY 2027 and FY 2028 and 9% in FY 2029 and FY 2030 provide sufficient revenue to cover projected operating expenses and debt service costs

24

JKEC
JK Energy Consulting, LLC

Cost of Service

Line	Rate Class	Collection Related	Treatment Related	Customer	Total
1	**Functional Cost**				
2	Cost	163,637	201,637	108,319	473,593
3	**Revenue**				**$ 411,820**
4	**Necessary Rate Increase**				
5	Total $				61,773
6	$/customer/month				9.06
7	%				15.00%

25

JKEC
JK Energy Consulting, LLC

Rate Design

- Proposed rate design plan would increase rates 15% on January 1, 2027 and 15% on January 1, 2028
  - City should consider rate increases of 9% in FY 2029 and FY 2030
- Rate changes directed toward the customer charge and usage rates
- Average monthly residential customer's sewer bill would increase by $8.62 per month in FY 2029 and $9.92 per month in FY 2030

26

JKEC
JK Energy Consulting, LLC

Rate Design

- Implement Infrastructure Fee
  - Need to fund capital projects
  - Helps provide reliable service and ability to serve new customers
  - Funds to be segregated and only used for capital projects

JKEC
JK Energy Consulting, LLC

Comparison with Neighboring Utilities

Utility	Monthly
Hayden	$51.98
Oak Creek	$66.11
Eagle	$71.60
Steamboat Springs	$102.11
Glenwood Springs	$124.43

Rates based on 5,000 gallon winter residential usage.

JKEC
JK Energy Consulting, LLC

Recommendations

- Increase rates 15% on January 1, 2027 and January 1, 2028, as proposed in Appendix A
- Consider implementing additional rate increases of 9% in FY 2029 and FY 2030
- Implement Infrastructure Fee
  - A percentage of customer revenue set aside in the infrastructure fund
- Review rates on a regular basis, especially if there is any significant changs to the wastewater system

JKEC
JK Energy Consulting, LLC

Overall Rate Impact

- Typical residential rate increase per month

Department	FY 2027	FY 2028
Water	$7.73	$8.49
Wastewater	$8.62	$9.92
Electric	$9.67	$10.58
Total	**$26.02**	**$28.99**

JKEC
JK Energy Consulting, LLC

Contact Information

John A. Krajewski
JK Energy Consulting, LLC
74408 Road 433
Smithfield, Nebraska 68976
jk@jkenergyconsulting.com
Phone: 402-440-0227

JKEC
JK Energy Consulting, LLC

Quotation

TUFFBOXX
A. Div. of JGW Machine Limited
259 Third Concession Road
Princeton, ON N0J 1V0
P.O.B. 490
PH: 519-458-4882
Fax: 519-458-8087
HST: 122999600RT0001

Customer: TOWN OF OAK CREEK
129 NANCY CRAWFORD BLVD
OAK CREEK, CO
80467

Project Name:

Quote	Currency	Enquiry Date	Expiry Date
20260165	USD	2026-06-30	2026-07-30

Product Code	Description	Qty	Unit Price	AMOUNT
461-311	**BEAR PROOF LITTER RECEPTACLE**	5	$860.63	$ 4,303.15
(BPLR1)	COLOUR - BROWN			

Leadtime: 8 weeks for production
Appointment included
Liftgate included

Sub-Total	$	4,303.15
Freight	$	1,231.30
Price	**$**	**5,534.45**

To accept this quotation, please provide the following information:

Name: _____
Signature _____
Date: _____
PO Number: _____
A/P Contact: _____

Terms & Condition (Unless Otherwise Noted)	
● The off-load of the equipment is the responsiblillity of the Customer. Orders are delivered skidded in a 53' long transport trailer.	● TUFFBOXX retains title of products until payment is received in full.
● Additional charges will apply for any of the following freight related services: liftgate, boom/crane, residential, limited access, appt or 24 hr notification. Please specify if these services are required prior to ordering.	● Quotations expire 30 days after submission. Pricing is subject to change without notice.
● Manufacture Lead Time: TBD at time of order.	● **Payment terms: NET 30**
● The above pricing is based on the combination of all listed items purchased at one time.	● Colours must be determined at the time of ordering.

THANK YOU FOR YOUR BUSINESS!

Prepared By: SEAN KOEKOEK Date: 2026-06-30

Fwd: Bear Proof Litter Receptacle

Recreation and special events coordinator <recreation@townofoakcreek.com> Thu, Jul 2, 2026 at 11:19 AM
To: Louis Fineberg <townadmin@townofoakcreek.com>

Here is an image of what the cans look like :
we would like to order 5
They are 34 gallons and match exactly to the can we have at the Main St park.
Please let me know if you need anything else.

[Quoted text hidden]

TRUST *the* EXPERTS

For over a decade, our customers have entrusted us to provide safe and affordable playground and recreational equipment. Our team of Certified General Contractors and Playground Safety Inspectors will insure that your project is completed to perfection, providing truly turnkey service, with every step of the process from planning and budgeting, through the installation being handled under one roof.

PRO PLAYGROUNDS

The Play & Recreation Experts

1-800-573-7529 | www.proplaygrounds.com

PRO PLAYGROUNDS
The Play & Recreation Experts

Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Quote

Date	Estimate #
6/12/2026	62799

Project Name
EWF

WE WILL BEAT ANY PRICE BY 5%!

Customer / Bill To	Ship To
Town of Oak Creek Alissa Hill 305 Moffat Ave Oak Creek, CO 80467	Town of Oak Creek Alissa Hill 305 Moffat Ave Oak Creek, CO 80467

Item	Description	Qty	Cost	Total:
	Furnish 258 cy of engineered wood fiber (EWF) mulch without installation.			
	SAFETY SURFACING MATERIALS			
EWFM	Engineered Wood Fiber Playground Mulch	258	24.78682	6,395.00
Shipping	Combined Shipping and Freight Charges	3	4,450.00	13,350.00
	Sub Total			19,745.00
	Installation not included.			

AGREED AND ACCEPTED:
If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

Signature Name / Title Date / /

Subtotal:	$19,745.00
Sales Tax: (7.5%)	$0.00
Total:	$19,745.00

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales

CRYSTAL LANDSCAPE SUPPLIES

6616 N. GARFIELD AVE.
LOVELAND, CO 80538

Estimate

Date	Estimate #
7/1/26	85

Name / Address
Town of Oak Creek

Rep	Project

Description	Qty	Cost	Total
PLAYGROUND MULCH	74	39.50	2,923.00T
DELIVERY - WHOLESALE		1,395.00	1,395.00

Sales Tax (0.0%)	$0.00
Total	$4,318.00

Colorado Materials, Inc.
PO Box 1092
Longmont CO 80502
United States

Quote

#QT614166

Date 06/16/2026

Billing Address
Retail customer
CM Yard 1541 Boston Ave.
Longmont CO 80501
United States

Ship To Address
Retail customer
1541 Boston Ave.
Longmont CO 80501
United States

Expires	Sales Rep	Job Name	On-Site Contact
09/14/2026	Scale House		

Quantity	Unit	Item	Memo	Rate	Amount
334	CY	Playground (EWF) Mulch		$52.65	$17,585.10

Subtotal	$17,585.10
Tax Total (%)	$1,558.92
Total	$19,144.02

QT614166

Colorado Materials, Inc.
PO Box 1092
Longmont CO 80502
United States

Quote

#QT614166

Date 06/16/2026

COLORADO MATERIALS, INC. SALES CONTRACT
STANDARD TERMS AND CONDITIONS OF SALE

FUEL SURCHARGE: Quoted prices are based on a maximum diesel price of $3.74 per gallon. If diesel prices reach $3.75 per gallon there will be a $15.00 per load fuel surcharge applied to the quoted price attached. For every additional $0.25 increase in the price per gallon of fuel, there shall be another $2.50 increase. Any increase will be based on the documented rate as listed by the Energy Information Administration for the Rocky Mountain Region on the last Tuesday of each calendar month. (www.eia.gov) The adjusted rate will be in effect for the following calendar month and reviewed again on the last Tuesday of that month.

1. PRICE: Unless otherwise stated, use and / or sales taxes, either now or becoming effective after the date of this Sales Contract, shall be added to all invoices and paid by Purchaser, except when otherwise provided by law. For all tax exempt sales, the exemption certificate shall be attached and returned with this signed Sales Contract to Seller. Any increase in transportation / fuel expenses at the time of shipment will be an additional charge to Purchaser. Prices are based on full Semi End Dump or Walking Floor Van Loads whichever is applicable to quoted material, short loads will have an additional delivery charge added to quoted pricing. **SELLER RESERVES THE RIGHT TO REPRICE ANY PRICE IN THIS SALES CONTRACT IF THE INITIAL DELIVERY IS DELAYED BEYOND DECEMBER 31st OF THE SAME CALENDAR YEAR OR MORE THAN 90 DAYS FROM THE ORIGINAL QUOTE DATE, WHICHEVER COMES FIRST**

2. TERMS OF PAYMENT: Subject to Seller's approval of Purchaser's credit, all accounts are payable at the address specified on the Seller's invoice. Payments on account by Purchaser may, at the Seller's option, be applied on the oldest unpaid items in order of original invoice date. Unless otherwise agreed by Colorado Materials, Inc. in writing in advance, Purchaser agrees to make full payment to Colorado Materials, Inc. for any purchase of goods, and materials within 30 days following the date of delivery. Any past due balance/account shall bear interest at the maximum rate allowable by law until paid. In the event the collection of any unpaid balance/account is placed in the hands of an attorney, Purchaser shall also pay reasonable attorney's fees and court costs. Conditions or restrictions on payment instruments shall have no effect. If at any time, the financial responsibility of Purchaser is impaired or unsatisfactory to Seller, Seller shall have the right to cancel order's, discontinue deliveries, require payments in advance and/or require other satisfactory security to guarantee that invoices will be paid promptly when due.

3. TRUCK SHIPMENT: All truck shipments shall be unloaded in their entirety at the designated destination. In order to facilitate availability and satisfactory transportation service, Purchaser agrees to give reasonable notice to Seller prior to requesting shipping date. Purchaser shall pay for all detention and any other carrier delay charges which do not result from the fault of Seller. Seller does not guarantee timed deliveries. Purchaser shall be responsible for furnishing a representative at the unloading point to direct unloading and sign delivery tickets for all truck shipments. Notwithstanding anything to the contrary, in the event Purchaser fails to furnish such representative, unsigned delivery tickets shall be remitted to Purchaser and shall be binding as to Seller's delivery of such goods. **RECEIPTED DELIVERY TICKETS SHALL BE BINDING UNLESS IMMEDIATELY DISPUTED.** Truck shipments to designated destination are based on shipment of goods in truckload quantities to as near the desired location as is accessible. The location shall be deemed inaccessible if the truck cannot proceed with the full load and under its own power without damage to the truck or driver. Purchaser shall supply appropriate access for delivery and unloading of goods. It is at the driver’s discretion if a delivery point is suitable for unloading of goods. Seller assumes no responsibility for damage (including concrete) inside of curb or property line.

4. CONTINGENCIES: This Sales Contract is subject to the contingencies of and delays in production, delivery and shipment. Seller will not be responsible for delays resulting from fire, strikes, lockouts, differences with workmen, accidents, war, insurrection, delays in transportation, equipment failure, shortage of trucks, fuel or materials, governmental interference or regulations, acts of God or any other contingencies beyond Seller's control.

5. WARRANTIES: Seller makes no warranties, expressed or implied, as to the suitability of quoted products for the intended use by the Purchaser. It is the Purchasers responsibility to confirm product suitability for intended use.

6. LEGAL ACTION: No legal action shall be brought by Purchaser against Seller for any claim with respect to any goods furnished under the Sales Contract more than six months after delivery of such goods to Purchaser and it is agreed that any cause of action with respect to such goods shall accrue at the time of delivery of such goods

7. GENERAL: In the event any provision of this sales contract is held to be unenforceable by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect. No waiver of condition of sale shall be implied from any failure by Seller to exercise same. This Sales Contract supersedes all previous quotations and / or contracts for sale set forth herein. It is understood that there are no oral or other agreements between Seller and Purchaser with regard to the subject of this Sales Contract which are not incorporated in this Sales Contract. Sale, delivery and shipment of the listed goods are made subject solely to the terms and conditions herein stated, notwithstanding any contrary provisions on purchase orders received by Seller. Purchaser will sign and return this Sales Contract to Seller. **UNLESS THIS INSTRUMENT IS RETURNED, APPROVED OR REJECTED, TO SELLER WITHIN TEN (10) DAYS FROM RECEIPT, IT IS UNDERSTOOD THIS SALES CONTRACT SHALL BE CONSIDERED ACCEPTED BY PURCHASER FOR ALL PURPOSES.**

ACCEPTED BY PURCHASER _____
(initial)

QT614166

Quote

ADDRESS

General Contractor

SHIP TO

Town of Oak Creek
Decker Park
305 Moffat Ave
Oak Creek, CO 80467

QUOTE # 37019
DATE 06/16/2026
EXPIRATION DATE 07/16/2026

SALES REP
Molly Lee - SP

DESCRIPTION	QTY	RATE	AMOUNT
Decker Park			
Wood Fiber Engineered Wood Fiber Safety Surfacing. Includes Delivery. Total Amount: 330 CY Please Note: It is the customer's responsibility to verify that the square footage and thickness of the safety surfacing being quoted is accurate according to the project plans and/or specifications. If changes are made to the size of the play area or the playground equipment being installed, this quote will need to be revised and the price per unit is subject to change based on the new specifications.	1	12,540.00	12,540.00T
Installation:Installation Installation of EWF with the blower truck.	1	12,100.00	12,100.00

Recreation Plus Terms:Recreation Plus Terms
TERMS: Net % 30 days, 50% down payment required. Payment in full required on orders under $5,000 (Does not apply to government customers). Financing available upon request. Tax Exempt/Resale Certificate Required. A 3% fee will be added for any payments by credit card on orders over $5,000. Initial _____.

PLEASE NOTE: Customer is required to verify that quantities, colors, and mounting styles are accurate according to the project plans and/or specifications for all equipment and safety surfacing.

SHIPMENT: Shipment is approximately 12-16 weeks after order is received and approved. Installation date TBD (if included). Customer is responsible for offloading the truck if we are not providing installation. Initial _____.

INSTALLATION: Please Note that installation is not included unless otherwise noted above. If installation is included, price assumes that the site has been prepared and that grade slope does not exceed 1 - 2% in any direction. Grade work and drainage improvements/lines are not included unless specifically listed above. Please turn off sprinkler systems 1 week prior to installation to avoid site damage due to wet ground. Installation is only available Monday-Friday during standard daytime business hours. Initial _____.

DISCLAIMER: Unless specifically listed in the quote above, payment/performance bonds, permits, prevailing wages, certified payroll reports, sealed engineered drawings, and 3rd party safety audits are Not Included in this agreement and, if required, are the responsibility of the customer. Initial _____.

DESCRIPTION	QTY	RATE	AMOUNT

ROCK CLAUSE: In the event that soil or rock conditions are such to prevent normal installation time and procedures, the customer will be responsible for additional equipment, labor expenses and delay costs required to complete the installation. Should the situation arise, the problem will be discussed with the customer prior to incurring any additional cost. Initial _____.

UNDERGROUND UTILITY CLAUSE: Customer is responsible for ensuring all underground utilities, irrigation lines, private lines, geothermal wells, and other subsurface improvements are properly located and clearly marked prior to the start of work, including contacting 811 and any private locating services as needed. Recreation Plus is not responsible for damage to unmarked or improperly marked utilities. Any repair costs, delays, or additional work resulting from unmarked utilities shall be the responsibility of the Customer and may be billed as a change order. Initial _____.

A purchase order or signed quote is required. Pricing quoted is based on our standard insurance certificate. Unless specifically listed in the quote above, installation, payment/performance bonds, permits, sealed engineered drawings, and 3rd party safety audits are Not Included in this agreement and, if required, are the responsibility of the customer. Customer is responsible for repair of any unmarked underground utility lines damaged during construction. Financing available upon request. A 3% fee will be added for payment by credit card.

SUBTOTAL	24,640.00
TAX	865.26
TOTAL	**$25,505.26**

THANKS FOR CONSIDERING OUR PRODUCTS!

Accepted By

Accepted Date

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF OAK CREEK, COLORADO, SETTING BALLOT TITLES AND BALLOT ISSUES TO AUTHORIZE A 1% PERCENT INCREASE IN THE RATE OF THE TOWN SALES TAX AND LIMIT THE USE OF REVENUES GENERATED FROM SUCH TAX INCREASE

WHEREAS, the Town of Oak Creek, Colorado, (the "Town"), is a statutory municipality organized and operating under the laws of the State of Colorado;

WHEREAS, the Town presently imposes a sales tax at the rate of 3.0% pursuant to Section 3.01.020 of the Municipal Code of the Town of Oak Creek (the "Code"); and

WHEREAS, the Board of Trustees of the Town (the "Board") desires to increase the rate of the Town's sales tax by a 1.0% increase, and to restrict the revenues generated from such tax rate increase for the purposes of constructing and rehabilitating capital improvements; and

WHEREAS, the sales tax increase, if approved by the eligible electors of the Town, shall commence on January 1, 2027 or such earlier date legally available to the Town; and

WHEREAS, Article X, Section 20 of the Constitution of the State of Colorado requires that the Town have voter approval in advance for any tax rate increase; and

WHEREAS, the Board desires to submit one ballot issue to the eligible electors of the Town on November 3, 2026, authorizing the tax increase.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF OAK CREEK, COLORADO THAT:

Section 1. Submission of Ballot Issues at Regular Election. An election shall be held on Tuesday, November 3, 2026, at which there shall be submitted to the eligible electors of the Town a ballot issue authorizing a tax increase:

BALLOT ISSUE ___:

SHALL THE TOWN OF OAK CREEK TAXES BE INCREASED $200,000 ANNUALLY, COMMENCING JANUARY 1, 2027, AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER, FROM A SALES TAX RATE INCREASE OF 1.00% (WHICH REPRESENTS A ONE CENT INCREASE ON EACH DOLLAR) TO BE SPENT AS A VOTER-APPROVED REVENUE CHANGE WITH 100% OF THE REVENUES FROM THE SALES TAX RATE INCREASE TO BE DEPOSITED INTO THE GENERAL FUND AND EXPENDED SOLELY FOR THE CONSTRUCTION

AND REHABILITATION OF CAPITAL IMPROVEMENTS; AND SHALL ALL TAX REVENUES DEPOSITED IN SAID FUND AND ALL EARNINGS THEREON (REGARDLESS OF AMOUNT) CONSTITUTE A VOTER APPROVED REVENUE CHANGE AND AN EXCEPTION TO THE REVENUE AND SPENDING LIMITS OF ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

Section 2. Setting Ballot Title and Content. For purposes of C.R.S. § 1-11-203.5, this Ordinance shall serve to set the title and content of each ballot issue set forth herein and the ballot title for each question shall be the text of the question itself.

Section 3. Conduct of Election. The officers and employees of the Town are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance and the holding of a mail ballot election on November 3, 2026.

Section 4. Sales Tax Increase. Upon approval of the Ballot Issue set forth in Section 1 hereof by a majority of the eligible electors voting thereon at said election, the total sales tax imposed by the Town of Oak Creek, Colorado pursuant to the Code shall be 4%. The 1% sales tax rate increase imposed pursuant to this Ordinance shall become effective on January 1, 2027.

Section 5. Deposits to General Fund. All revenue received by the Town from the 1% sales tax rate increase imposed pursuant to this Ordinance shall be deposited into the General Fund of the Town and may be expended for the purpose of providing funds for any capital improvements, including the repayment of revenue bonds issued in the future for such purpose;

Section 6. Severability. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such determination shall not affect, impair, or invalidate the remaining provisions hereof, the intention being that the various provisions hereof are severable.

INTRODUCED, APPROVED, PASSED ON FIRST AND FINAL READING, ON THIS ___TH DAY OF _____, 2026.

By _____
Mayor

ATTEST:

By _____
City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF OAK CREEK, COLORADO ADOPTING A NEW CHAPTER 3.02 OF THE MUNICIPAL CODE OF THE TOWN OF OAK CREEK REGARDING IMPLEMENTATION OF THE TOWN'S ONE PERCENT (1.0%) SALES TAX FOR THE PURPOSE OF CONSTRUCTION AND REHABILITATION OF CAPITAL IMPROVEMENTS

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF OAK CREEK, COLORADO THAT:

Section 1. The Municipal Code of the Town of Oak Creek is amended by the addition thereto of a new Chapter 3.02 to read as follows:

Chapter 3.02 -- Use of One Percent (1%) Sales Tax Used Exclusively for the Construction and Rehabilitation of Capital Improvements

3.02.010 – Purpose.

It is the purpose of this Chapter to implement the sales tax of one percent (1%), commencing January 1, 2027, for the purpose of construction and rehabilitation of capital improvements as approved by the registered electors of the Town of Oak Creek. The revenues derived from the one percent (1%) sales tax are to be used solely for the construction and rehabilitation of capital improvements, which capital improvements are more particular described in this Chapter.

3.02.020 – Definitions. The following terms used in this Chapter shall have the meaning set forth below.

(a) A *capital improvement* means and includes a non-recurring expenditure in association with the acquisition, construction, or physical improvement of land, buildings, or infrastructure, whereby such expenditure results in the creation of a new asset or the extension of an existing asset's useful life, value, and/or operational capacity. The costs of the capital improvement is added to the basis of the asset, and depreciated over time, in contrast to repairs and maintenance expenditures which are recorded as operating costs in the period in which they occur.

(b) *Capital improvement sales tax* means and includes the revenues received from the one percent (1%) sales tax as set forth in this Chapter 3.02.

(c) *Construction of capital improvements* means and includes the design, engineering, and construction of new capital improvements in a manner approved by the Board of Trustees.

(d) *Town Administrator* means and includes the Town Administrator of the Town of Oak Creek, and any of the Town Administrator's designees.

(e) *Public Facilities* means and includes the ***[Insert list of Public Facilities***], and all other municipal buildings, facilities, and infrastructure of the Town of Oak Creek.

3.02.030 –One Percent (1%) Sales Tax Imposed.

There shall be a one percent (1%) sales tax imposed for the purpose of construction and rehabilitation of capital improvements as more particularly described in this Chapter.

3.02.040 – Capital Improvement Sales Tax.

The revenue received from the one percent (1%) capital improvement sales tax shall be separately accounted for in a manner determined necessary by the Town Administrator in order to implement and administer the provisions of this Chapter.

3.02.050 – Use of Revenues Received from the One Percent (1%) Sales Tax.

(a) Expenditures of the revenues received from the capital improvement sales tax shall be used only for the construction of capital improvements, specifically including, but not limited to public facilities, public infrastructure, and water and sewer capital improvement projects.

(b) The Town may pledge revenues received from the capital improvement sales tax and those anticipated to be collected to the retirement of the principal and interest of bonds issued by the Town for financing any of the activities and improvements set forth in subsection (a) of this Section 3.02.050.

3.02.060 –Limitations on Use of Revenues Received from the One Percent (1%) Sales Tax.

(a) The use of revenues from the capital improvement sales tax shall not be used for the following purposes:

(1) Repair and maintenance expenditures which are recorded as operating costs in the period in which they occur; and

(2) Construction of capital improvement projects not exceeding $_____.

(b) Notwithstanding the limitations contained in subsection (a) of this Section 3.02.060, the Town Administrator may combine projects using revenues from the capital improvement sales tax with projects using revenues from other sources of funding so long as the

revenues from the capital improvement sales tax are only used for the limited purposes authorized by this Ordinance.

Section 2. Severability. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such determination shall not affect, impair, or invalidate the remaining provisions hereof, the intention being that the various provisions hereof are severable.

Section 3. Effective Date. This Ordinance shall be effective only if the ballot issue seeking voter approval of the one percent (1%) sales tax increase at the November 3, 2026, special election is approved. If approved, this Ordinance shall go into effect on January 1, 2027. If the registered electors do not approve the one percent (1%) sales tax increase, this Ordinance shall be void and of no force or effect.

INTRODUCED, APPROVED, PASSED ON FIRST AND FINAL READING, ON THIS ___TH DAY OF _____, 2026.

By _____
Mayor

ATTEST:

By _____
Town Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF OAK CREEK, COLORADO, SETTING BALLOT TITLES AND BALLOT ISSUES TO AUTHORIZE A 1% PERCENT INCREASE IN THE RATE OF THE TOWN SALES TAX AND LIMIT THE USE OF REVENUES GENERATED FROM SUCH TAX INCREASE

WHEREAS, the Town of Oak Creek, Colorado, (the "Town"), is a statutory municipality organized and operating under the laws of the State of Colorado;

WHEREAS, the Town presently imposes a sales tax at the rate of 3.0% pursuant to Section 3.01.020 of the Municipal Code of the Town of Oak Creek (the "Code"); and

WHEREAS, the Board of Trustees of the Town (the "Board") desires to increase the rate of the Town's sales tax by a 1.0% increase and to restrict the revenues generated from such tax rate increase for the purposes of providing resources for law enforcement within the Town ; and

WHEREAS, the sales tax increase, if approved by the eligible electors of the Town, shall commence on January 1, 2027 or such earlier date legally available to the Town; and

WHEREAS, Article X, Section 20 of the Constitution of the State of Colorado requires that the Town have voter approval in advance for any tax rate increase; and

WHEREAS, the Board desires to submit one ballot issue to the eligible electors of the Town on November 3, 2026, authorizing the tax increase.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF OAK CREEK, COLORADO THAT:

Section 1. Submission of Ballot Issues at Regular Election. An election shall be held on Tuesday, November 3, 2026, at which there shall be submitted to the eligible electors of the Town a ballot issue authorizing a tax increase:

BALLOT ISSUE ___:

SHALL THE TOWN OF OAK CREEK TAXES BE INCREASED $200,000 ANNUALLY, COMMENCING JANUARY 1, 2027, AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER, FROM A SALES TAX RATE INCREASE OF 1.00% (WHICH REPRESENTS A ONE CENT INCREASE ON EACH DOLLAR) TO BE SPENT AS A VOTER-APPROVED REVENUE CHANGE WITH 100% OF THE REVENUES FROM THE SALES TAX RATE INCREASE TO BE DEPOSITED INTO THE GENERAL FUND AND EXPENDED SOLELY FOR LAW ENFORCEMENT

PURPOSES; AND SHALL ALL TAX REVENUES DEPOSITED IN SAID FUND AND ALL EARNINGS THEREON (REGARDLESS OF AMOUNT) CONSTITUTE A VOTER APPROVED REVENUE CHANGE AND AN EXCEPTION TO THE REVENUE AND SPENDING LIMITS OF ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

Section 2. Setting Ballot Title and Content. For purposes of C.R.S. § 1-11-203.5, this Ordinance shall serve to set the title and content of each ballot issue set forth herein and the ballot title for each question shall be the text of the question itself.

Section 3. Conduct of Election. The officers and employees of the Town are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance and the holding of a mail ballot election on November 3, 2026.

Section 4. Sales Tax Increase. Upon approval of the Ballot Issue set forth in Section 1 hereof by a majority of the eligible electors voting thereon at said election, the total sales tax imposed by the Town of Oak Creek, Colorado pursuant to the Code shall be 4%. The 1% sales tax rate increase imposed pursuant to this Ordinance shall become effective on January 1, 2027.

Section 5. Deposits to General Fund. All revenue received by the Town from the 1% sales tax rate increase imposed pursuant to this Ordinance shall be deposited into the General Fund of the Town and may be expended for the purpose of providing funds for law enforcement purposes ;

Section 6. Severability. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such determination shall not affect, impair, or invalidate the remaining provisions hereof, the intention being that the various provisions hereof are severable.

INTRODUCED, APPROVED, PASSED ON FIRST AND FINAL READING, ON THIS ___TH DAY OF _____, 2026.

By _____
Mayor

ATTEST:

By _____
City Clerk

COLORADO
Department of Local Affairs
Division of Local Government

Local Match 2024 Application

Local Government/Organization: Oak Creek, Town of
Status: Accepted
Filed On: 2026-06-30T08:28:05
Filed By: OCADMINISTRATOR
Reviewed On: 2026-06-30T10:01:50
Reviewed By: SSNOW
Reviewer Notes:

Application Overview

The Colorado Department of Local Affairs (DOLA) in collaboration with the Office of Economic Development and International Trade (OEDIT) and the Governorâ¿¿s Office have created the Infrastructure Investment and Jobs Act (IIJA) Local Match grant program to be used for local governments to support a local governmentâ¿¿s non federal match requirement when they are applying directly to the federal government for a federal IIJA Program.

Eligible entities include counties, municipalities, special districts and federally recognized tribes who have or intend to apply for a federal IIJA program that requires a non federal match.

Link to IIJA Local Match Funds: Scoring matrix

PLEASE NOTE: The Principal Representative and Responsible Administrator in Section A MUST be a different person and MUST have different email addresses in order for the application to be accepted.

A. APPLICANT/CONTACT INFORMATION

1. Local Government/Organization: Oak Creek, Town of

In the case of a multi-jurisdictional application, select the other participating eligible organizations:

2. Principal Representative:
(In the case of a multi-jurisdictional application, principal representative of the lead organization.)

Honorific: Mayor
First Name: Melissa
Middle Name:
Last Name: Dobbins
Suffix:
Role:
Mailing Address: 129 Nancy Crawford Blvd.
Address 2:
City: Oak Creek
State: CO
Zip Code: 80467
Phone #: 970-736-2422
Email Address: mayor@townofoakcreek.com

3. Responsible Administrator (will receive all mailings) for the Application:

Honorific:
First Name: Louis
Middle Name:
Last Name: Fineberg
Suffix:
Role:
Mailing Address: 129 Nancy Crawford Blvd.
Address 2:
City: Town of Oak Creek
State: CO
Zip Code: 80467
Phone #: 970-875-4515
Email Address: townadmin@townofoakcreek.com

B. CHIEF ELECTED OFFICIAL INFORMATION

Please provide contact information for the chief elected official.

Name

Melissa Dobbins

Title

Mayor

Street Address

129 Nancy Crawford Blvd.

City

Oak Creek

State

CO

Zip

80467

Phone

9707362422

Email Address

mayor@townofoakcreek.com

C. LOCAL MATCH AMOUNT REQUESTED

1. Amount of IIJA local match grant funds requested.
There is a *minimum* amount of **$250,000** that may be requested in local matching funds.
(numbers field only)

620,000

2. Less than full funding.
Can this project move forward with an amount less than requested? What are the consequences of less than full matching funds?

No. The Town of Oak Creek was awarded a FEMA HHPD grant in the amount of $3,449,166 to complete the rehabilitation of the Sheriff Reservoir Dam Spillway. The FEMA HHPD grant requires a 35% local match. The engineer's estimate for the project is $5,306,409, 35% of which is $1,857,243.17. The Town of Oak Creek has secured $1,237,153.38 in local funding. leaving

$620,090 in unsecured local funds. As such, the Town of Oak Creek is requesting $620,000 to fulfill the FEMA HHPD local match requirement.

3. Exception for minimum request amount.
$250,000 minimum match request is required. If your federal IIJA program application requires a match of less than $250,000, please provide a detailed narrative clearly demonstrating the validity, importance and value of a smaller local project. *This option is intended for smaller, rural, and/or historically underserved communities.*
(Respond with "N/A" if you are not requesting an exception to the minimum request amount.)

N/A

D. FEDERAL IIJA PROGRAM

1. What is the name of the federal IIJA program you have or will be applying for?

HHPD - High Hazard Potential Dams

2. What is the grant application deadline for the federal IIJA Program?

The application has been submitted, accepted and approved by the HHPD program pending environmental and historical clearances. The Town has been given until September 23, 2028 to complete the project.

3. What is the total amount of federal IIJA funds applied for or expected?

The Town of Oak Creek has been awarded $3,449,166 from the FEMA HPPD program to complete the proposed project.

4. What is the match requirement for the federal IIJA program?
Copy language from the federal agency or statute.

FEMA HHPD grants require a 35% local match. The local match must be non-Federal funding.

5. What is the Nationwide total to be distributed?
Link to GFOA's Funding Tracker

$185,120,000.00

6. Is the program competitive or formulaic?

Competitive

7. What is the expected date of the federal award decision?

The Town of Oak Creek has been awarded $3,449,166 from the FEMA HPPD program to complete the proposed project, subject to the completion of environmental and historical clearances. Final award is expected by the end of Summer 2026.

E. GOVERNOR'S POLICY PRIORITIES

The following questions align with the “Alignment with Governor’s Policy Priorities” section of the scoring matrix.

1. Collaboration.
Have you collaborated with and secured other local, nonprofit, and/or private sector partners on project planning? Please describe.

Yes. The Town of Oak Creek was awarded a FEMA HHPD grant in the amount of $3,449,166 to complete the rehabilitation of the Sheriff Reservoir Dam Spillway. The FEMA HHPD grant requires a 35% local match. The engineer's estimate for the project is $5,306,409, 65% of which is the FEMA HPPD award of $3,449,166. 35% of the project cost is $1,857,243.17. The Town of Oak Creek has secured $1,237,153.38 in local funding, broken down as follows: Town of Oak Creek - $250,000; Colorado River District - $232,155; Upper Yampa WCD - $250,000; Yampa White Green BRT - $504,998.

2. Governor's Policy Priorities.
How does this proposed project align with the Governor’s policy priorities as detailed in the IIJA Priority document?

Colorado has between $675M and $928M allotted for water infrastructure projects according to the IIJA Colorado priorities document. The proposed project involves the rehabilitation of the Sheriff Reservoir spillway. Sheriff Reservoir is a critical component of Town of Oak Creek's water supply infrastructure. The dam has been determined to have high hazard potential, and on that basis, the Town has been awarded an HHPD grant in the amount of $3,449,166 to rehabilitate the spillway. Rehabilitation of the spillway will help to ensure and maintain the integrity of the Town's water supply during drought and will also make improvements that will mitigate downstream damage should the dam top during a flood event.

F. JUSTIFICATION OF NEED

The following questions align with the “Justification of Need” section of the scoring matrix.

1. Other funding sources.
If any other funding sources will be leveraged for this project, please list the funding source type, amount, and if these funds have been committed to the project.

Yes. The Town of Oak Creek was awarded a FEMA HHPD grant in the amount of $3,449,166 to complete the rehabilitation of the Sheriff Reservoir Dam Spillway. The FEMA HHPD grant requires a 35% local match. The engineer's estimate for the project is $5,306,409, 65% of which is the FEMA HPPD award of $3,449,166. 35% of the project cost is $1,857,243.17. The Town of Oak Creek has secured $1,237,153.38 in local funding, broken down as follows: Town of Oak Creek - $250,000; Colorado River District - $232,155; Upper Yampa WCD - $250,000; Yampa White Green BRT - $504,998.

2. Additional Funding.
Why can this match requirement not be met by other funding sources/reallocation of existing budgets?
Strongest application has justified clearly why other funds cannot be leveraged or reallocated for this purpose, including at least 2 examples.

The Town of Oak Creek has approached all of the local funding sources listed above to see if they could increase their respective commitments to the project. All have informed the Town that they cannot increase their funding commitments. Due to other funding commitments, the Town of Oak Creek does not have the capacity to increase it's funding for the project and needs to find other sources of local funding to meet the 35% FEMA HPPD local match requirement.

3. Project budget.
Please attach your proposed budget for the federal grant application, which should include planned uses for all funds for this project (federal, state match, any other funds.) If you do not have this documentation prepared as part of the federal application, please provide a high-level project budget. The budget must specify the proposed use for IIJA State Matching funds.
(Upload document)

Download Sheriff Reservoir Project Budget.docx

G. EQUITABLE & LONG-TERM COMMUNITY IMPACTS

The following questions align with the “Projected Equitable Impacts” and “Long-term Community Impact Depth” sections of the scoring matrix.

1. Intended Use.
Please briefly describe the intended use of funds and relationship to state or agency key strategic goals. Strongest applications will specify how the project will have a permanent impact on health and safety of the community and a wide-reaching impact across the state.

Sheriff Reservoir provides the sole source of water storage for the Town of Oak Creek. The dam was constructed in 1954, and it does not meet the current design standards and regulations of the Colorado Division of Water Resources (DWR). Storage in the reservoir has been restricted by the DWR due to dam safety concerns associated with inadequate spillway capacity, an uneven dam crest that does not provide the originally designed freeboard, isolated areas of wave erosion on the upstream slope, and the severely deteriorated outlet works terminal structure. The Town would utilize the DOLA Grant in conjunction with other grants to complete the rehabilitation construction to address these deficiencies.

2. Disproportionately Impacted Communities.
What percentage of total project funding will be invested in disproportionately impacted communities?
Strongest applications will align with or exceed 40% threshold per federal Justice40 initiative

100% of the total project funding will be invested in the disproportionately impacted communities. The Sheriff Dam Rehabilitation Project will provide the following measurable outcomes that directly impact downstream communities. Sheriff Reservoir provides sustainable drinking water to the Town of Oak Creek during periods of drought. The project seeks to protect this water storage for the Town of Oak Creek by updating outdated infrastructure. Rehabilitation of the reservoir will continue to conserve and make wise use of west slope water for use in the Town of Oak Creek and for agricultural lands along Trout Creek. The rehabilitation project will bring the existing dam into compliance with current state of Colorado Dam Safety Rules and Regulations which means that the current storage restriction could then be lifted and the full decreed storage of Trout Lake restored. The dam rehabilitation will safeguard a key existing West Slope water source that will help maintain the welfare of the citizens of Oak Creek and allow continued recreational use at Sheriff Reservoir.

3. Prioritization.
How will your project implementation identify and prioritize benefiting disproportionately impacted communities or communities most harmed by legacy infrastructure?

The town of Oak Creek is a coal impacted community with a population of approximately 780 people, and Sheriff Reservoir provides sustainable drinking water to the Town of Oak Creek during periods of drought. If the Sheriff Dam Rehabilitation project is not funded and construction is therefore not completed, then the identified dam deficiencies will not be addressed. Thus, reducing the long-term viability of the dam and potentially jeopardizing the water supply for the Town of Oak Creek. Additionally, further delays in construction funding could significantly impact construction costs. The project seeks to protect this water storage for the Town of Oak Creek by updating outdated infrastructure.

4. Counties Impacted.
List the county(ies) that will be impacted by this proposed project.

The project is physically located in Rio Blanco County but will primarily serve the Town of Oak Creek, CO in Routt County.

H. IMPACTS ON WORKFORCE/JOB CREATION

The following questions align with the "Impact on Workforce/Job Creation" section of the scoring matrix.

1. How many new jobs is this project expected to create?
If unknown at this stage of planning, briefly describe whether and how the project will create new jobs or workforce demand.

This project is not intended to create new jobs for the Town of Oak Creek but will require significant construction, which include a significant labor force as well as material suppliers. Construction will include importing local materials and suppliers. Thus, this project will provide positive economic impacts to the Town and surrounding communities.

2. What workforce plan(s) are in place to meet the workforce needs related to this project?

The Town of Oak Creek has already negotiated through a CMCG contract for a construction company to complete the project work within the project schedule. The Contractor has established an appropriate crew to complete the work.

I. SHOVEL-READY STATUS

The following questions align with the "Shovel-Ready Status" section of the scoring matrix.

1. Project Phases.
Briefly describe if this is an annual project, multi-year but single-phase project, or multi-phase project.
*(**NOTE:** Funds will be provided on an annual basis and any funding awarded for one year/phase of a federal grant does not guarantee additional match funding for future phases/years of project.)*

The proposed project is a multi-year, single-phase project. The project will commence in the Spring / Summer of 2027 and will be complete by September 23, 2028.

2. Project Timeline.
Please briefly describe the project implementation timeline for the project.

The proposed project is a multi-year, single-phase project. The project will commence in the Spring / Summer of 2027 and will be complete by September 23, 2028.

3. Project Sites.
Have project sites been secured for the proposed project? Please describe.

Yes. The project location is Sheriff Reservoir located on USFS land in Rio Blanco County.

4. Relevant State Agencies.
Have the relevant state agencies been included and/or informed of the proposed project? If so, please list the State agencies.

Both DOLA and CDPS are aware of the proposed project.

5. Projected Start Date of Encumbrances.
What is the projected start date of encumbrances for the project?

The intended start of the project is set to begin in May of 2027, following the snowmelt runoff, and site access availability.

6. Projected End Date of Encumbrances.
What is the projected end date of expenses for the project?

Project construction is expected to last approximately 9-12 months.

7. Additional Information.
Is there any other information you would like to provide about this project?

The community partners that recognize the importance of project include Yampa/White/Green Basin Round Table, Upper Yampa WCD, Colorado River District, Colorado Division of Water Resources, Rio Blanco County Commissioners, and the U.S. Forest Service. This project will ensure a vital natural resource to the Town of Oak Creek for the future. Additionally, this project will provide for a safer structure and benefit the community providing camping and recreational opportunities at the reservoir.

J. APPLICANT AFFIRMATIONS/AGREEMENT WITH TERMS AND CONDITIONS

1. Affirmation of Advance Request
Awarded IIJA Local Match projects will not receive funding until they can demonstrate they have been awarded the federal IIJA program for which they applied. Grantees must submit, if awarded, an advance request form *accompanied by the federal IIJA award or allocation letter* through the DLG grants portal. The advance request form is included as part of the award agreement.

Confirm/Agree to Comply.

2. Affirmation of Use of Funds
Grant funds can ONLY be used for costs associated with the non-federal match requirement of an awarded federal IIJA program. Grantees who spend funds outside of this intended purpose understand that any such funds must be returned to DOLA and agree to do so within 30 days of identification of improper fund use.

Confirm/Agree to Comply.

3. Affirmation of Interim Report.
Grantees must provide DOLA with a minimum of one itemized interim report, as well as any other financial reports as requested by the Governor's Office through DOLA. Reports will include supporting documentation (invoices and proof of payment) on how the advanced funds were used. The report form is included as part of the award agreement.

Confirm/Agree to Comply.

4. Affirmation of Final Report
Grantees must provide a final itemized report, to include supporting documentation, at the conclusion of the award agreement accompanied by the federal close-out letter on how grant funds were used. The report form is included as part of the award agreement.

Confirm/Agree to Comply.

5. Affirmation of Return of IIJA Local Match Grant Funds.
Grantees acknowledge that all unspent grant funds at the end of the award agreement must be returned to the Department of Local Affairs within 30 days of the expiration of the award agreement.

Confirm/Agree to Comply.

K. BOARD ACTION/TABOR COMPLIANCE

1. Official Board Action
Assurance of community priority. Applications cannot be submitted unless approved by the entity's Board, Council or Trustees. Provide the date official action was taken authorizing this application.

07/09/2026

2. TABOR Compliance.
The applicant jurisdiction understands TABOR spending limitations related to receiving and expending state grants.

Confirm/Agree to Comply.

L. STATE ACCEPTANCE OF APPLICATION

Confirmation
The State, upon acceptance and favorable review of an Application submitted through the DOLA online grants portal system, agrees to provide financial assistance from the IIJA Local Match Program to the Applicant. The notification of award of financial assistance (Grant Award) indicates that Applicant has met all of the requirements to qualify for IIJA Local Match program grant monies with such amount to be determined exclusively by the State and has affirmed and confirmed agreement with the stated terms and conditions associated with use of those grant funds.

Confirm I Have Read the Above Statement

STATE OF COLORADO) **RESOLUTION 2026-017**
) ss.
COUNTY OF ROUTT)

A RESOLUTION IDENTIFYING THE DESIGNATED ELECTION OFFICIAL BY THE TOWN BOARD OF THE TOWN OF OAK CREEK

WHEREAS, the Town anticipates entering into an intergovernmental agreement (IGA) to cooperate in the conduct and financing of the November 3, 2026 "general election" with the Routt County Clerk and Recorder; and

WHEREAS, the County Clerk and the Town are authorized to conduct elections as provided by law and pursuant to the terms and conditions of the IGA; and

WHEREAS, the IGA requires identification of a Designated Election Official (DEO) by the Town.

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF OAK CREEK THAT:

Section 1. The Town Board hereby designates the Town Clerk and/or the Deputy Clerk as the Designated Election Official (DEO) of the Town.

Section 2. This resolution shall be in full force and effect from and after its passage and approval.

READ AND ADOPTED THIS this 9th day of July, 2026.

Attest: **TOWN OF OAK CREEK**

_____ _____

Tionna Jones
Town Clerk

Melissa Dobbins, Mayor

STATE OF COLORADO) **RESOLUTION 2026-018**
) ss.
COUNTY OF ROUTT)

A RESOLUTION OF THE TOWN BOARD OF THE TOWN OF OAK CREEK, COLORADO APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE ROUTT COUNTY CLERK AND RECORDER AND THE TOWN OF OAK CREEK FOR THE ADMINISTRATION OF THEIR RESPECTIVE DUTIES CONCERNING THE CONDUCT OF THE GENERAL ELECTION TO BE HELD ON NOVEMBER 3, 2026

WHEREAS, pursuant to Colorado Constitution Article XIV, Section 18(2)(a), and Section 29-1-203, C.R.S., as amended, the County Clerk and the Town may cooperate or contract with each other to provide any function, service or facility lawfully authorized to each, and any such contract may provide for the sharing of cost, the imposition of taxes, and incurring of debt; and

WHEREAS, the County Clerk and the Town are authorized to conduct elections as provided by law; and

WHEREAS, the Town has determined that it is in the best interests of the Town to conduct its election to be held on November 3, 2026 as a "general election" as such term is defined in the Uniform Election Code of 1992, as amended ("Code") and the Code contemplates the entry into and performance of an intergovernmental agreement to cooperate in the conduct and financing of the Election; and

WHEREAS, the County Clerk and the Town have determined that it is in the best interests of the County, the Town, and respective inhabitants to cooperate and contract concerning the Election upon the terms and conditions contained herein.

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

Section 1. The Town Board has determined that it shall enter into an intergovernmental agreement to cooperate in the conduct and financing of the November 3, 2026 “general election” with the Routt County Clerk and Recorder as stated in Attachment A hereto.

Section 2. The officers and employees of the Town are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this resolution.

Section 3. All actions heretofore taken and not inconsistent with the provisions of this resolution by the Town of Oak Creek, directed toward the election and the object and purposes herein state, are hereby ratified, approved and confirmed.

PASSED, ADOPTED AND APPROVED THIS 9th DAY OF JULY, 2026.

_____
Melissa Dobbins, Mayor

Attest:

_____
Tionna Jones
Town Clerk

Hoffmann
Parker
Wilson &
Carberry | P.C.

Corey Y. Hoffmann
Kendra L. Carberry
Jefferson H. Parker
M. Patrick Wilson
Hilary M. Graham
Kathryn M. Sellars

Of Counsel
J. Matthew Mire
Daniel P. Harvey
Austin P. Flanagan

511 16th Street, Suite 610
Denver, CO 80202-4260
(303) 825-6444

Katharine J. Vera
Elizabeth G. LeBuhn
Kunal A. Parikh
Bria I. May
Nicholas A. Hartman
Nathan T. Cash
Tatiana A. Follett
Amanda L. Bruning
Zachary A. Zalesne

July 2, 2026

Town of Oak Creek
c/o Louis Fineberg, Town Administrator
129 Nancy Crawford Blvd.
Oak Creek, CO 80467

Re: Engagement as General Counsel

Dear Mr. Fineberg:

The purpose of this letter is to confirm our engagement as general counsel to the Town of Oak Creek (the "Town") for general municipal representation as the Town Attorney. I will continue to coordinate and oversee the services we perform on the Town's behalf, and Austin P. Flanagan will continue to primarily assist me on matters related to Oak Creek, as well as other attorneys on our team that may have particular expertise on matters related to Oak Creek's needs.

As you know, the ethics of our profession mandate that upon commencement of representation of a client on a legal matter, clients understand and agree with the financial commitments involved. We calculate fees based on hourly rates for the time spent by the respective attorneys involved. This firm's current hourly rate for municipal representation is $300, and to the extent paralegal assistance is necessary, a rate of $135 per hour for paralegal work. In addition, we bill for out-of-pocket expenses we incur on our client's behalf (to the extent they are incurred), including but not limited to the following: computerized legal research (Westlaw) charges, photocopy and reproduction charges, and postage. We will bill these disbursements monthly.

In addition, to address a recently adopted Colorado statutory requirement that addresses pricing disclosure and that may be applicable to the legal services we provide to the Town, the statute requires certain information regarding the price of legal services to be "clearly and conspicuously" disclosed. Accordingly, to address requirements under C.R.S. section 6-1-737(2)(b)(II), please be advised of the following:

THE TOTAL PRICE FOR LEGAL SERVICES PROVIDED UNDER THIS ENGAGEMENT LETTER CANNOT BE PRECISELY DETERMINED, DUE TO THE VARIABLE NATURE OF THE LEGAL WORK WE PERFORM FOR THE TOWN. TIME SPENT BY OUR LAWYERS AND PARALEGALS, (COLLECTIVELY "TIMEKEEPERS") AND THE AMOUNT OF REIMBURSABLE EXPENSES INCURRED IN YOUR REPRESENTATION HAVE BEEN AND WILL CONTINUE TO BE THE BASIS FOR THE TOTAL PRICE FOR OUR LEGAL SERVICES. THIS LETTER CONFIRMS THAT THE CURRENT HOURLY RATES FOR OUR TIMEKEEPERS ARE AS SET FORTH ABOVE.

If anything I have stated in this letter presents a problem or is unclear, please advise me promptly so that we may discuss it and reach a full understanding. Otherwise, please execute the engagement agreement below, and return it to me at your earliest convenience.

We look forward to continuing our relationship.

Very truly yours,

Corey Y Hoffmann
cyhoffmann@hpwclaw.com

ACCEPTED AND AGREED TO THIS DAY _____ OF _____, 2026.

_____

c: Austin P. Flanagan, Esq.

Vendor: 3027 Hoffmann, Parker, Wilson & Carberry, P.C 1/16/2026 Check No: 30378

INVOICE #		INV DATE	DESCRIPTION	INV AMOUNT	GL Number
1	1	12/31/2025	Attorney Fees	480.00	10-11-4910

TOTAL AMOUNT 480.00

LMP98 M/P CHECK

The Law Offices of
HOFFMANN, PARKER, WILSON & CARBERRY, P.C.
511 Sixteenth St.
Suite 610
Denver, Colorado 80202
(303) 825-6444
Federal Tax ID: 84-0997888

TOWN OF OAK CREEK
129 NANCY CRAWFORD BLVD
OAK CREEK CO 80467

12/31/2025
Account No: 11022209-000M
Statement No: 1

SPECIAL COUNSEL

			Hours	
12/15/2025	APF	WORK ON HOUSING AUTHORITY AGREEMENT	1.20	360.00
12/17/2025	CYH	FINALIZE COMMENTS TO IGA AND EMAIL TO L. FINEBERG RE SAME	0.40	120.00
		For Current Services Rendered	1.60	480.00
		Total Current Work		480.00
		Balance Due		$480.00

10-11-4910

The Law Offices of
HOFFMANN, PARKER, WILSON & CARBERRY, P.C.
511 Sixteenth St.
Suite 610
Denver, Colorado 80202
(303) 825-6444
Federal Tax ID: 84-0997888

TOWN OF OAK CREEK
129 NANCY CRAWFORD BLVD
OAK CREEK CO 80467

12/31/2025
Account No: 11022209M

Previous Balance	Fees	Expenses		Payments	Balance
11022209-000 SPECIAL COUNSEL					
0.00	480.00	0.00	0.00	0.00	$480.00

TOWN OF OAK CREEK

30423

Vendor: 3027 Hoffmann, Parker, Wilson & Carberry, P.C

2/10/2026

Check No: 30423

INVOICE #	INV DATE	DESCRIPTION	INV AMOUNT	GL Number
01312026 1	1/31/2026	Attorney Fees	810.00	10-11-4910

TOTAL AMOUNT 810.00

LMP98 M/P CHECK

The Law Offices of
HOFFMANN, PARKER, WILSON & CARBERRY, P.C.
511 Sixteenth St.
Suite 610
Denver, Colorado 80202
(303) 825-6444
Federal Tax ID: 84-0997888

01/31/2026

TOWN OF OAK CREEK
129 NANCY CRAWFORD BLVD
OAK CREEK CO 80467

Account No: 11022209M

Previous Balance	Fees	Expenses		Payments	Balance
11022209-000 SPECIAL COUNSEL					
480.00	810.00	0.00	0.00	-480.00	$810.00

The Law Offices of
HOFFMANN, PARKER, WILSON & CARBERRY, P.C.
511 Sixteenth St.
Suite 610
Denver, Colorado 80202
(303) 825-6444
Federal Tax ID: 84-0997888

TOWN OF OAK CREEK
129 NANCY CRAWFORD BLVD
OAK CREEK CO 80467

01/31/2026
Account No: 11022209-000M
Statement No: 2

SPECIAL COUNSEL

			Hours	
		Previous Balance		$480.00
01/07/2026	APF	SCHEDULING EMAILS TO M. TJOSVOLD	0.10	30.00
01/13/2026	APF	ATTEND CALL WITH J. DAHL AND L. SOUTH RE: IGA AMENDMENTS; WORK ON IGA; EMAILS RE: SAME	1.30	390.00
01/14/2026	APF	WORK ON IGA REVISIONS; EMAIL M. TJOSVOLD RE: SAME	0.40	120.00
01/15/2026	APF	WORK ON IGA REVISIONS; EMAIL M. TJOSVOLD RE: SAME	0.50	150.00
01/19/2026	APF	EMAILS TO L. FINEBERG, L. SOUTH, AND G. DAHL RE: IGA	0.20	60.00
01/23/2026	APF	EMAILS TO L. FINEBERG, L. SOUTH, AND G. DAHL RE: IGA	0.20	60.00
		For Current Services Rendered	2.70	810.00
		Total Current Work		810.00

Payments

01/20/2026	PAYMENT	-480.00
	Balance Due	$810.00

TOWN OF OAK CREEK

30503

Vendor: 3027 Hoffmann, Parker, Wilson & Carberry, P.C

4/21/2026

Check No: 30503

INVOICE #	INV DATE	DESCRIPTION	INV AMOUNT	GL Number
03312026 1	3/31/2026	Attorney Fees	450.00	10-11-4910

TOTAL AMOUNT 450.00

LMP98 M/P CHECK

The Law Offices of
HOFFMANN, PARKER, WILSON & CARBERRY, P.C.
511 Sixteenth St.
Suite 610
Denver, Colorado 80202
(303) 825-6444
Federal Tax ID: 84-0997888

03/31/2026

TOWN OF OAK CREEK
129 NANCY CRAWFORD BLVD
OAK CREEK CO 80467

Account No: 11022209M

Previous Balance	Fees	Expenses		Payments	Balance
11022209-000 SPECIAL COUNSEL					
0.00	450.00	0.00	0.00	0.00	$450.00

10-11-4910

The Law Offices of
HOFFMANN, PARKER, WILSON & CARBERRY, P.C.
511 Sixteenth St.
Suite 610
Denver, Colorado 80202
(303) 825-6444
Federal Tax ID: 84-0997888

03/31/2026

TOWN OF OAK CREEK
129 NANCY CRAWFORD BLVD
OAK CREEK CO 80467

Account No: 11022209-000M
Statement No: 4

SPECIAL COUNSEL

			Hours	
03/04/2026	CYH	TELEPHONE CONFERENCE WITH L. FINEBERG AND DRAFT MEMORANDUM RE ADOPTION OF CODES BY REFERENCE AND LANGUAGE FOR CODE ENFORCEMENT TO FILE CASES IN MUNICIPAL COURT.	1.10	330.00
03/06/2026	CYH	REVIEW AND REVISE WILDFIRE RESILIENCY CODE ADOPTION AND EMAIL CORRESPONDENCE RE SAME AND TOWN ADMINISTRATOR DELEGATION ORDINANCE	0.40	120.00
		For Current Services Rendered	1.50	450.00
		Total Current Work		450.00
		Balance Due		$450.00

TOWN OF OAK CREEK

30554

Vendor: 3027 Hoffmann, Parker, Wilson & Carberry, P.C

5/20/2026

Check No: 30554

INVOICE #	INV DATE	DESCRIPTION	INV AMOUNT	GL Number
04302026 1	4/30/2026	Attorney Fees	120.00	10-11-4910

TOTAL AMOUNT 120.00

LMP98 M/P CHECK

The Law Offices of
HOFFMANN, PARKER, WILSON & CARBERRY, P.C.
511 Sixteenth St.
Suite 610
Denver, Colorado 80202
(303) 825-6444
Federal Tax ID: 84-0997888

TOWN OF OAK CREEK
129 NANCY CRAWFORD BLVD
OAK CREEK CO 80467

04/30/2026
Account No: 11022209M

Previous Balance	Fees	Expenses		Payments	Balance
11022209-000 SPECIAL COUNSEL					
450.00	120.00	0.00	0.00	-450.00	$120.00

10-11-4910

The Law Offices of
HOFFMANN, PARKER, WILSON & CARBERRY, P.C.
511 Sixteenth St.
Suite 610
Denver, Colorado 80202
(303) 825-6444
Federal Tax ID: 84-0997888

TOWN OF OAK CREEK
129 NANCY CRAWFORD BLVD
OAK CREEK CO 80467

Page: 1
04/30/2026
Account No: 11022209-000M
Statement No: 5

SPECIAL COUNSEL

		Previous Balance		$450.00
			Hours	
04/30/2026	CYH	TELEPHONE CONFERENCE WITH L. FINEBERG RE SALES TAX INCREASE ISSUES	0.40	120.00
		For Current Services Rendered	0.40	120.00
		Total Current Work		120.00
		Payments		
05/02/2026		PAYMENT		-450.00
		Balance Due		$120.00

10-11-4910

TOWN OF OAK CREEK

30585

Vendor: 3027 Hoffmann, Parker, Wilson & Carberry, P.C

6/10/2026

Check No: 30585

INVOICE #	INV DATE	DESCRIPTION	INV AMOUNT	GL Number
6 1	5/31/2026	Attorney Fees	630.00	10-11-4910

TOTAL AMOUNT 630.00

LMP98 M/P CHECK

The Law Offices of
HOFFMANN, PARKER, WILSON & CARBERRY, P.C.
511 Sixteenth St.
Suite 610
Denver, Colorado 80202
(303) 825-6444
Federal Tax ID: 84-0997888

05/31/2026

TOWN OF OAK CREEK
129 NANCY CRAWFORD BLVD
OAK CREEK CO 80467

Account No: 11022209M

Previous Balance	Fees	Expenses		Payments	Balance
11022209-000 SPECIAL COUNSEL					
120.00	630.00	0.00	0.00	-120.00	$630.00

10-11-4910

The Law Offices of
HOFFMANN, PARKER, WILSON & CARBERRY, P.C.
511 Sixteenth St.
Suite 610
Denver, Colorado 80202
(303) 825-6444
Federal Tax ID: 84-0997888

05/31/2026

TOWN OF OAK CREEK
129 NANCY CRAWFORD BLVD
OAK CREEK CO 80467

Account No: 11022209-000M
Statement No: 6

SPECIAL COUNSEL

		Previous Balance		$120.00
			Hours	
05/20/2026	CYH	REVISE BALLOT ISSUES AND DRAFT TEMPLATE OF CAPITAL IMPROVEMENT ORDINANCE	1.40	420.00
05/21/2026	CYH	FINALIZE DRAFT DOCUMENTS AND EMAIL TO L. FINEBERG RE SAME	0.50	150.00
05/28/2026	CYH	BRIEF ADDITIONAL RESEARCH AND RESPOND TO EMAIL FROM L. FINEBERG	0.20	60.00
		For Current Services Rendered	2.10	630.00
		Total Current Work		630.00
		Payments		
05/23/2026		PAYMENT		-120.00
		Balance Due		**$630.00**

Final Statement Run Totals 05/31/2026

Statements Printed:	1
Hours:	2.10
Fees:	630.00

RESOLUTION NO. 2026-019
TOWN OF OAK CREEK

A RESOLUTION OF THE BOARD OF TRUSTEES APPROVING AN ENGAGEMENT LETTER AND APPOINTNIG HOFFMAN, PARKER, WILSON & CARBERRY P.C. AS GENERAL COUNSEL FOR THE TOWN OF OAK CREEK

WHEREAS, the Town of Oak Creek ("Town") is a Colorado statutory town; and

WHEREAS, C.R.S. § 31-4-304 requires that the Town appoint a town attorney; and

WHEREAS, the position of town attorney for the Town is currently vacant; and

WHEREAS, Hoffman, Parker, Wilson & Carberry is currently serving as Special Counsel to the Town and is willing to serve as the Town's General Counsel.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Oak Creek, Colorado:

Section 1. The recitals above are incorporated herein for all purposes.

Section 2. The Board hereby: (1) approves the Town Attorney engagement letter, attached hereto as Exhibit A, and sets the hourly rate for Town Attorney services as provided therein; (2) authorizes and directs the Mayor and Town Clerk to execute the Town Attorney engagement letter on behalf of the Board; and (3) appoints Hoffman, Parker, Wilson & Carberry P.C. as the Town's General Counsel.

The provisions of this Resolution shall take effect immediately. ADOPTED AND APPROVED this 9th day of July, 2026.

TOWN OF OAK CREEK, COLORADO

By:_____
Melissa Dobbins, Mayor

ATTEST:

By: _____
Tionna Jones, Town Clerk

Professional Services Proposal & Agreement

WWTP Design Services

Town of Oak Creek

June 25, 2026

SCOPE OF WORK

Apex Companies proposes to perform the following activities on a Time & Materials Basis for the following improvements at the town's wastewater treatment plant:

#1: Headworks Replacement & Instrumentation
#2: Cell #1 Activities
#3: MBBR Wet Well Improvements
#4: MBBR Feed Pumping Improvements
#5: Convert Surface Run Pipes to Buried
#6: Effluent Flow Meter
#7: Chemical Addition for Metals Reduction
#8: Biological Mitigation in Cell #5

The following deliverables are proposed for the proposed improvements:

1) PROCESS DESIGN REPORT

A. Prepare a Process Design Report (PDR) as required by CDPHE Policy WPC-DR-1.

B. PDR by Apex shall address the items specified in the CDPHE WWTP Process Design Report Submittal Checklist.

C. Correspond with CDPHE as needed regarding the contents and review of the Process Design Report.

D. Complete CDPHE Capacity Evaluation Form.

E. Includes two meetings with CDPHE and/or Client.

2) FINAL ENGINEERING DRAWINGS

A. Perform professional services under this agreement which include the following engineering disciplines:

(1) Civil and site engineering

(2) Wastewater process engineering

(3) Electrical and instrumentation engineering

(4) Geotechnical engineering is excluded from the contract, however Apex to coordinate services of engineer and access to the site.

B. Construction documents shall be prepared in order to meet the standards of CDPHE Policy WPC-DR-1 Design Criteria Considered in the Review of Wastewater Treatment Facilities, and in sufficient detail to obtain Design Approval from CDPHE to construct the project.

C. Furnish electronic (PDF) copies of Draft Design Drawings at the 75% completion level and the 95% completion level and review them in person with CLIENT.

D. Provide final stamped set of electronic PDF 11”x 17” drawings to CLIENT.

E. (Complete CDPHE Wastewater Design Submittal Form and Engineer’s Self Certification/Streamlined Design Form.

F. Final engineering drawing set shall generally consist of the following drawings (dependent on specifics of the final design) signed and sealed by a professional engineer specializing in his or her respective discipline:

i. Cover Sheet

ii. Drawing Index

iii. Abbreviations and Symbols

iv. Process Flow Diagram

v. Hydraulic Profile

vi. Design Criteria & Equipment Summary

vii. Specifications and General Notes

viii. Existing Site Plan

ix. Sewer Line Plan & Profiles

x. Erosion Control Plan

xi. Erosion Control Details

xii. Civil Details

xiii. Process Profiles

xiv. Process Sections

xv. Process Engineering Details

xvi. Metals Details

xvii. Electrical Legend and One Line Diagram

xviii. Electrical Site Plan

xix. Electrical Power Plan

xx. Electrical Schedules

3) SPECIFICATION MANUAL

(A) Specification manual plan set shall generally consist of the following divisions, signed and sealed by a professional engineer specializing in his or her respective discipline.

(B) Provide electronic copy (PDF) of reproducible manual to CLIENT.

FEE SCHEDULE

ESTIMATED NOT TO EXCEED FEE: $100,000

Extension to estimated fee may be issued in writing by Owner.

HOURLY FEES:

Position	Hourly Rate
Principal/Senior Project Manager	$235
Project Manager	$225
Senior Engineer	$215
Senior Project Engineer	$200
Project Engineer	$195
Engineering Technician	$132

REIMBURSABLE EXPENSES:

Subject to actual cost. May include, but are not limited to:

- Mileage (Current IRS Rate)
- Additional outside professional services provided beyond those stipulated in the scope of work
- Additional copies of reports, drawings, etc. beyond those stipulated in the scope of work
- Other owner-approved, project-related purchases

PAYMENT TERMS AND CONDITIONS:

Subconsultant expenses, fees, and additional services not specified within the scope of services which are required either directly by the client, its agents, or otherwise incurred in the performance of this agreement will be billed as additional services, according to the enclosed terms.

Changes in scope will require additional compensation to Apex according to existing or extended terms, or existing standard hourly rates in lieu of a written agreement for additional services.

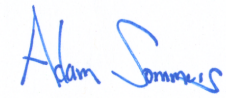
Invoicing will be performed monthly or as close as practical. The invoiced amount is due within 30 days of receipt, after 30 days an interest charge of 1.5% per month or portion thereof will be incurred.

ACCEPTANCE AND AUTHORIZATION

Signature indicates that individual is qualified as the Client's representative to enter into an agreement for services.

Notice to Proceed: Provide by returning acceptance and authorization, to be effective as of date of signature.

Apex Companies, LLC
Designated Representative:
Adam Sommers
3252 Williams Street
Denver, CO 80205



06 / 25 / 2026

_____ _____

Town of Oak Creek:
PO Box 128
Oak Creek, Colorado 80467

Name: Date:

_____ _____

TERMS AND CONDITIONS

General. These Terms and Conditions, together with the executed proposal and any attachments thereto, and written modifications made after the date the proposal is executed, constitute the Professional Services Agreement ("Agreement") between Choose an item. ("Consultant") and the person or entity to whom the proposal is addressed: Click or tap here to enter text. ("Client") to perform the scope of services ("Services") set forth in the proposal for the project identified in the proposal ("Project"). The Agreement is the entire and integrated agreement of the parties for the Project and it may be modified only in writing.

1. Independent Contractor. Consultant is an independent contractor and is not an employee, agent or partner of Client. Nothing in this Agreement establishes a fiduciary relationship between Consultant and Client.

2. Standard of Care. Consultant shall perform its obligations in accordance with the skill and care ordinarily applied by professionals performing similar services at the same time and in the same locality as the Project and under similar circumstances ("Standard of Care"). Consultant will render the Services without any warranty, express or implied, regarding the quality or timeliness of the Services and Client expressly waives all such warranties.

3. Time of Performance. Consultant shall perform the Services according to Client's schedule as expeditiously as is consistent with the Standard of Care. Neither party to this Agreement will be liable to the other party for delays in performance or for direct or indirect costs resulting from delays that result from labor strikes, riots, acts of war or terrorism, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party. The time for Consultant's performance shall be extended to the extent of delays that are outside of Consultant's reasonable control.

4. Compliance with Law. Consultant shall exercise the Standard of Care to comply with the requirements of all applicable codes, regulations, and current written interpretations thereof published and in effect during this Agreement.

5. Responsibility at the Project Site. The Consultant shall not be responsible for (a) construction means, methods, techniques, sequences or procedures, (b) safety precautions and programs in connection with work or activities at the project site, (c) acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the Project site, or (d) the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by Consultant in the performance of the Services. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

6. Payment. Consultant will invoice monthly for Services rendered and payment will be due within thirty (30) days of the invoice date ("Due Date") without offset or withholding. All invoices are due and payable in US dollars when rendered. A service charge of 1.5% per month, or the maximum amount allowable by law, may be assessed to balances not paid by the Due Date. In the event Client does not make payment by the Due Date, Consultant may suspend or terminate the Services, without liability to Client for delay, after providing seven (7) days' written notice to Client. Before resuming performance, Client shall pay Consultant all sums due prior to the suspension and any expenses unavoidably incurred in suspending and resuming the Services. Following the resumption of performance, time schedules and Consultant's fee for the remaining Services shall be equitably adjusted. Retainers, if any, will be credited on the final invoice. Unless otherwise noted, the fees in this Agreement do not include any value-added, sales, or other taxes that may be applied by the government on fees for services; such taxes will be added to all invoices, as required.

7. Indemnity. To the fullest extent allowed by law, the Client shall defend, indemnify, and hold harmless Consultant and all of its employees, officers, and directors from and against any and all claims, damages, losses and expenses (including attorneys' fees) related to, arising out of, or resulting from this Agreement or any Project or construction related thereto; provided that and to the extent, any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client, or anyone for whose acts the Client may be liable. ~~Additionally, the Client agrees to indemnify and hold harmless Consultant from any and all claims and expenses, including attorneys' fees, that arise due to the reuse of the documents and designs produced by consultant under this agreement. Nothing in this provision obligates the Client to indemnify Consultant for claims arising solely from defects contained in designs furnished by Consultant or for claims arising from the sole negligence or willful misconduct of Consultant.~~

8. Insurance. Consultant, at its expense, shall provide and maintain in effect at all times during the term of this Agreement the following insurance, with limits of liability not less than stated below:

A. Worker's Compensation, Occupational Disease, Employer's Liability, Disability Benefit and other similar employee benefit insurance in compliance with the statutory limits of the state where the Services are being performed.

B. Comprehensive General Liability Insurance providing a minimum combined single limit for bodily injury (including death) and property damage of $1,000,000. Such insurance shall include Client as an additional insured for activities arising out of the performance of the Services if so requested by Client.

C. Comprehensive Automobile Liability Insurance providing a minimum combined single limit for bodily injury (including death) and property damage of $1,000,000.

D. Professional Liability/Errors and Omissions Insurance with a minimum limit of $1,000,000 per any one claim and in the aggregate.

9. Authorized Use of Deliverables. Client's modification of any reports, drawings, deliverables, or specifications ("Consultant Documents"), or any use of Consultant Documents on another project, without Consultant's professional involvement or written consent is at Client's sole risk and, to the fullest extent permitted by law, Client shall indemnify and defend Consultant from claims by any third party arising from such use or modification.

10. Termination. Either party may terminate this Agreement for the material default of the other party to perform its obligations under this Agreement through no fault of the terminating party, but only after providing seven (7) days' written notice to the defaulting party and an additional ten (10) days to cure the default. In the event of any termination, Client shall pay to Consultant all amounts due for Services performed prior to the date of the termination. Consultant may terminate this Agreement without cause upon thirty (30) days' written notice to Client.

~~**11. Limitation of Liability.** To the fullest extent permitted by law, the parties agree to limit the total liability, in the aggregate, of Consultant, and Consultant's officers, directors, partners, employees, agents, and subconsultants to Client, and to anyone claiming by, through, or under Client, for any claims, losses, costs, or damages whatsoever, arising out of, resulting from, or in any way related to the Project or Agreement from any cause or causes, including but not limited to tort, negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, to the total compensation received by Consultant or $50,000 whichever is greater.~~

12. Waiver of Consequential Damages. The Client and Consultant mutually waive consequential, indirect or special damages for claims, disputes or other matters in question arising out of or relating to the Services or the Project, whether in contract or in tort, including but not limited to loss of use, loss of profit, lost opportunity costs, diminution in

value, or claims for delay, impact or disruption damages made by Client or any of its contractors or subcontractors, whether or not the possibility of such damages had been disclosed to the other party in advance or could have been reasonably foreseen by such other party. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination.

13. Existing Conditions. Client shall furnish to Consultant all applicable information and technical data in Client's possession or control reasonably required for the proper performance of the Services. Consultant shall be permitted to rely upon the accuracy and completeness of information that Client provides regarding the Project. Consultant shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form and Client shall defend, indemnify, and hold harmless Consultant from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising from the presence, discharge, release or escape of asbestos, hazardous waste, or other conditions, substances, wastes or materials at Client's site, except to the extent caused by the gross negligence of Consultant.

14. No Personal Liability. This Agreement does not create and shall not be deemed to create or permit any personal liability or obligation on the part of any owner, shareholder, officer, director, employee, agent or representative of Consultant. Each party agrees that any claim arising under or related to the Project shall be made only against the corporate legal entity of Consultant or Client.

15. No Third-Party Rights. Nothing in this Agreement shall be construed to give any person or entity other than Client and Consultant any legal or equitable right, remedy, or claim under this Agreement.

16. Severability. If any of these Terms and Conditions are adjudicated in a court of competent jurisdiction and determined to be invalid or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect, and remain binding upon the parties.

17. Assignment. Neither Consultant nor the Client shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigning party from any duty or responsibility under this Agreement.

18. Survival. Sections 8 (Indemnity), 11 (Limitation of Liability), and 12 (Waiver of Consequential Damages) of this Agreement shall survive the completion of Consultant's Services on the Project and the termination of the Agreement for any cause.

19. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State in which the Project is located.

TOWN OF OAK CREEK
ORDINANCE NO. 676

AN ORDINANCE AMENDING CHAPTER 17.11 OF THE OAK CREEK MUNICIPAL CODE CLARIFYING THAT USES NOT EXPRESSLY PERMITTED WITHIN PERFORMANCE DISTRICTS AS EITHER A PERMITTED OR CONDITIONAL USE ARE DEEMED TO BE PROHIBITED

Section 1. **Amend**. Chapter 17.11 – Performance Districts shall be amended to read as follows:

Sections:

There is adopted and incorporated fully herein by this reference, the attached map, Appendix A, to the ordinance codified in this code, entitled, "Oak Creek Performance District Map", which map is deemed regulatory and a part of this code. The map specifies the various performance districts within and adjacent to the Town. For those portions of the performance districts that lie outside Town boundaries, the following sections provide development guidelines for use during the annexation process. The regulations governing dimensional standards, use and other requirements listed in the following sections apply to those portions of the performance districts that lie within Town boundaries. Uses not expressly permitted as either a permitted or conditional use are deemed to be prohibited.

Section 2. **Severability**. If any part or parts, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance.

Section 3. **Effective Date**. This Ordinance shall take effect in accordance with the manner prescribed by law.

INTRODUCED, READ, ADOPTED and ordered published as provided by law by the Board of trustees for the Town of Oak Creek at its regular meeting held on the 9th day of July, 2026.

_____ _____
Melissa Dobbins, Mayor Attest: Tionna Jones, Clerk