

**BOT MEETING
TOWN HALL, ZERO JASPER AVENUE, GRANBY, CO
TUESDAY, SEPTEMBER 8, 2026
6:00 PM**

**Town of Granby Board of Trustees invites you to a scheduled Zoom Meeting:
<https://zoom.us/j/98229636803?pwd=o6QN1xbELk7HwDMwYjluCYytU0Hw5D.1>
Zoom Passcode : 714913**

If a scheduled public hearing is a quasi-judicial hearing, no comments will be taken by Zoom. You may listen to the hearing – but no participation will be allowed using Zoom for any quasi-judicial public hearing. You may attend the meeting in person to participate.

**DINNER TO BE SERVED TO THE BOARD
5:15 PM**

**BOARD OF TRUSTEES
TOWN OF GRANBY
September 8, 2026
AGENDA**

**MAYOR HARDY TO CALL THE REGULAR MEETING OF THE TOWN OF GRANBY BOARD OF TRUSTEES TO ORDER AT THE TOWN HALL, ZERO JASPER AVENUE
(Any Board member with any potential conflicts of interest regarding any of the agenda matters will declare them at this time.)**

UNSCHEDULED PUBLIC COMMENTS - COMMENTS ARE LIMITED TO 3 MINUTES

This time is reserved for members of the public to make a presentation to the Board on items or issues that are not scheduled on the agenda. The Board will not discuss/debate these items, nor will the Board make any decisions on items presented during this time, rather, the Board will refer the items to staff for follow-up.

REGULAR AGENDA ITEMS

- 1. ALLEY TRAFFIC CONCERNS DISCUSSION/ TOWN MANAGER
6:00 PM**
- 2. TOWN OF GRANBY Q2 - 2026 FINANCIAL UPDATE / FINANCE DIRECTOR
6:10 PM**
- 3. MEDIATE COLORADO DISCUSSION/ TOWN MANAGER
6:25 PM**
- 4. NUCHE VILLAGE APARTMENT AGREEMENT EXTENSION/ TOWN MANAGER
6:30 PM**
- 5. NUCHE VILLAGE UPDATE / TOWN MANAGER
6:40 PM**
- 6. NUCHE VILLAGE HEARING BOARD APPOINTMENT / TOWN MANAGER
6:45 PM**
- 7. CONSIDERATION, RATIFICATION, AND POSSIBLE APPROVAL OF TOWN MANAGER
SEPARATION AGREEMENT / TOWN ATTORNEY
6:55 PM**

CONSENT AGENDA

(The items listed under "Consent Agenda" are a group of items to be acted on with a single motion and vote. This agenda is designed to expedite the handling of limited routine matters by the Board. The Board has received the information on these matters in their Board packets prior to the meeting. The Mayor will ask if any citizen wishes to have, any specific item discussed. A Board member may request that an item be removed from the Consent Agenda on behalf of a citizen or himself/herself and state when the item will be discussed in the meeting or tabled to another meeting. The removal of an item will require a second and a majority vote of the Board to be removed. Items on the

consent agenda are then voted on by a single motion, second, and non-roll call vote).

**ACCOUNTS PAYABLE - SEPTEMBER 8, 2026
MINUTES - AUGUST 11, 2026**

CHAIR AND STAFF REPORTS

Administrative / Mayor Hardy, Mayor Pro-Tem Shaw, Trustee Quesada-

- Town Clerk

- Finance Director

Community Development/ Trustee Stern

Economic Development / Trustee Silva

Housing / Trustee Michalowski

Municipal Court / Trustee Quesada

Public Safety / Trustee Quesada

- Police Chief

Public Works / Trustee Mahoney

- Public Works Director

Recreation / Trustee Michalowski

- Recreation Director

Town Attorney's Update

Town Manager's Update

Mayor's Update

MEETING TO ADJOURN

Any matter may be taken up at any time during the meeting EXCEPT DURING PUBLIC HEARINGS, WHICH ARE TIME SENSITIVE. Items on the agenda are approximate and intended as a guide for the Town Board. "Estimated Time" is subject to change, as is the order of the agenda except for PUBLIC HEARING TIMES AND ORDER. Anyone wishing to attend the meeting and needs special accommodations, please contact the Town Clerk prior to the meeting. For deadlines and information required to schedule an item on the agenda, please contact the Town Clerk, at 970-887-2501.

MEMO



To: Mayor and Board of Trustees
From: Ted Cherry, Town Manager
Date: 09/08/2026
Re: ALLEY TRAFFIC CONCERNS
Department: Town Manager
Time of Agenda Item: 6:00 PM
Agenda Request No. 1

Subject

**ALLEY TRAFFIC CONCERNS DISCUSSION/ TOWN MANAGER
6:00 PM**

Summary

Previously, the Town Board took action to change the alleyway between Pearl Dragon to Granby Garage to a one-way with speed bumps installed during the summer months. Staff have received some complaints this summer regarding the rest of the alley and the traffic, and the speeds being traveled in the alley. Staff from Public Works, Police, and Admin have discussed the idea of changing the entire alleyway from the Post Office to Granby Garage to have the same one-way and speed bumps. At some point in the past the alley used to be one way, and it was changed at some point to the current two-way traffic setup.

Social media posts were put out for this meeting as well as asking Destination Granby to email the business community about this idea. The costs involved would be for signage and the temporary speed bumps, approximately \$3,000. If the Board would like to move forward with the idea, signage would need to be ordered and property owners and residents would need to be made aware of the changes. Speed bumps would be ordered, but would not be placed until Spring 2027 to allow for plowing efforts during the winter months.

Financial

Up to \$3,000 for signage and speed bumps.

Recommendation

Staff would recommend this option, but would like to know the temperature of the Town Board on this topic before any further action is taken.

MEMO



To: Mayor and Board of Trustees
From: Derek Assmann, Finance Director
Date: 09/08/2026
Re: 2ND QTR FINANCIAL REVIEW
Department: Finance
Time of Agenda Item: 6:10 PM
Agenda Request No. 2

Subject

**TOWN OF GRANBY Q2 - 2026 FINANCIAL UPDATE / FINANCE DIRECTOR
6:10 PM**

Summary

Finance Director, Derek Assmann, will be reviewing the Town of Granby financials for Q2-2026. The presentation will also cover the Grand Elk General Improvement District financials.

Financial

None at this time. Please review the attached PDF for financial details.

Attachments

Town of Granby - Q2-2026 Financial Update



Quarter 2-2026 Financial Update

Derek Assmann – Finance Director

August 25th Board of Trustees Meeting

General Information

- Quarter 2 was relatively quiet compared to Quarter 1.
- The North Service Area Water Treatment Plant financials continue flow smoothly without any issues.
 - All invoices YTD have been submitted for reimbursement and we have utilized \$3.818M through Q2.
 - According to SGM and Velocity, the new plant is on schedule and under budget! The plant is about 40% (Through April) complete and is scheduled for completion September 2027.
 - We are waiting for the June and July invoices from Velocity.
- The Town sold two Nuche Village properties in the month of April for \$955,181 total.
- Fleet and Interest on Investments allocations were completed in the month of June.
 - The second half of the fleet allocations will take place in December once the month has been closed.



General Fund (01) - Revenues

General Fund Revenues									
General Fund	Apr-26	May-26	Jun-26	Q2-2026	YTD Actuals	Fiscal Year Budget	Remaining (\$)	Remaining (%)	
<i>Sales and Use Taxes</i>	\$ 542,704	\$ 565,435	\$ 456,455	\$ 1,564,594	\$ 2,719,291	\$ 7,221,000	\$ (5,656,406)	(78.33%)	
<i>Sales Tax</i>	\$ 480,735	\$ 462,027	\$ 362,416	\$ 1,305,177	\$ 2,388,275	\$ -	\$ 1,305,177	-	
<i>Use Tax</i>	\$ 61,970	\$ 103,408	\$ 94,040	\$ 259,417	\$ 331,016	\$ -	\$ 259,417	-	
<i>Property Taxes</i>	\$ 160,023	\$ 269,505	\$ 65,397	\$ 494,924	\$ 775,292	\$ 1,038,173	\$ (543,249)	(52.33%)	
<i>Other Taxes & State Revenue</i>	\$ 12,821	\$ 12,555	\$ 14,857	\$ 40,232	\$ 87,486	\$ 191,000	\$ (150,768)	(78.94%)	
<i>Fees & Other</i>	\$ 103,817	\$ 73,758	\$ 59,706	\$ 237,281	\$ 327,896	\$ 1,880,600	\$ (1,643,319)	(87.38%)	
<i>Grants</i>	\$ 10,000	\$ 492	\$ 2,500	\$ 12,992	\$ 12,992	\$ 21,000	\$ (8,008)	(38.13%)	
<i>Transfers</i>	\$ -	\$ 1,288,687	\$ -	\$ 1,288,687	\$ 1,288,687	\$ 5,088,000	\$ (3,799,313)	(74.67%)	
<i>Miscellaneous Revenue</i>	\$ 49,382	\$ 52,958	\$ (506,457)	\$ (404,116)	\$ 136,914	\$ 583,700	\$ (987,816)	(169.23%)	
General Fund Revenues Total	\$ 878,747	\$ 2,263,389	\$ 92,458	\$ 3,234,595	\$ 5,348,557	\$ 16,023,473	\$ (10,674,916)	(66.62%)	

Revenues:

- Sales Tax revenue is lower (\$15.8k) or (0.49%) Y/Y.
 - The overperformance of Q1 helped offset the decrease in Sales Tax revenue in Q2
 - This seems to be a trend that occurs every other year from 2020 to present.
- The \$1.288M in Transfers is from the Nuche Village home sales between Q1 & Q2.
- Miscellaneous Revenue has a Credit balance because the cash we received for the GRMD Bond Distribution needed to be transferred to the corresponding restricted accounts.

Year	January	February	March	April	May	June	July	August	September	October	November	December	Full Year
2020	\$ 375,304	\$ 301,332	\$ 307,849	\$ 332,931	\$ 294,673	\$ 342,696	\$ 431,172	\$ 521,076	\$ 516,609	\$ 629,108	\$ 373,128	\$ 357,110	\$ 4,782,988
2021	\$ 475,706	\$ 389,838	\$ 378,077	\$ 479,210	\$ 415,941	\$ 430,751	\$ 585,457	\$ 634,211	\$ 477,885	\$ 715,287	\$ 470,171	\$ 434,445	\$ 5,886,980
2022	\$ 556,070	\$ 448,782	\$ 490,184	\$ 473,184	\$ 394,638	\$ 407,655	\$ 758,124	\$ 808,098	\$ 770,984	\$ 626,239	\$ 626,054	\$ 445,290	\$ 6,805,303
2023	\$ 587,979	\$ 485,984	\$ 508,465	\$ 573,112	\$ 444,011	\$ 500,170	\$ 660,958	\$ 741,065	\$ 821,183	\$ 606,624	\$ 506,754	\$ 487,205	\$ 6,923,512
2024	\$ 587,732	\$ 541,772	\$ 509,600	\$ 551,493	\$ 386,639	\$ 495,323	\$ 666,548	\$ 784,286	\$ 693,762	\$ 653,294	\$ 694,688	\$ 481,702	\$ 7,046,840
2025	\$ 619,693	\$ 521,342	\$ 524,370	\$ 567,013	\$ 466,114	\$ 528,295	\$ 671,264	\$ 800,867	\$ 713,971	\$ 688,029	\$ 531,488	\$ 398,477	\$ 7,030,925
2026	\$ 768,881	\$ 468,945	\$ 549,411	\$ 528,031	\$ 414,189	\$ 481,531							\$ 3,210,988
Y/Y %	124%	90%	105%	93%	89%	91%							-0.49%
Y/Y\$	\$ 149,188	\$ (52,397)	\$ 25,041	\$ (38,982)	\$ (51,925)	\$ (46,764)							\$ (15,840)



General Fund (01) - Expenses

General Fund - Top Expense Contributors								
#	Department	Q1 Actual	Q2 Actual	(Q1 vs Q2)	YTD Total	2026 Budget	Budget Total (%)	Budget Remaining
1	Public Safety	\$ (361,065)	\$ (629,021)	\$ 267,956	\$ (990,087)	\$ (2,562,500)	38.64%	\$ 1,572,413
2	Streets	\$ (174,819)	\$ (363,438)	\$ 188,618	\$ (538,257)	\$ (1,057,800)	50.88%	\$ 519,543
3	Administrative / Finance	\$ (252,257)	\$ (294,656)	\$ 42,399	\$ (546,912)	\$ (1,372,200)	39.86%	\$ 825,288
4	Recreation	\$ (176,705)	\$ (191,909)	\$ 15,205	\$ (368,614)	\$ (719,600)	51.22%	\$ 350,986
5	Parks	\$ (57,305)	\$ (151,734)	\$ 94,429	\$ (209,039)	\$ (453,600)	46.08%	\$ 244,561
6	Legislative	\$ (175,221)	\$ (139,573)	\$ (35,649)	\$ (314,794)	\$ (1,760,123)	17.88%	\$ 1,445,329
7	Economic Development	\$ (100,000)	\$ (117,219)	\$ 17,219	\$ (217,219)	\$ (698,000)	31.12%	\$ 480,781
8	Programs, Projects & Facilities	\$ (133,971)	\$ (108,107)	\$ (25,864)	\$ (242,079)	\$ (1,842,700)	13.14%	\$ 1,600,621
9	Community Development	\$ (94,929)	\$ (88,473)	\$ (6,456)	\$ (183,402)	\$ (417,500)	43.93%	\$ 234,098
10	Municipal Court	\$ (9,661)	\$ (15,403)	\$ 5,741	\$ (25,064)	\$ (51,450)	48.71%	\$ 26,386
Total General Fund Departments		\$ (1,535,933)	\$ (2,099,533)	\$ 563,599	\$ (3,635,466)	\$ (10,935,473)	33.24%	\$ 7,300,007

Expenditures:

- The Town actualized roughly \$2.099M in Q2 and YTD totaling \$3.635M. Expenses increased by \$564k compared to Q1 and that was mainly due to the fleet transfers. Overall, the Town has spent 33.24% of the annual budget through the first half of the year.
- Through Q2, total department expenses are trending in a healthy direction due to strategic spending and mitigating expenses.
 - Public Safety had a significant increase from Q1 vs Q2 by \$268k and this is due to salaries (back pay), fleet transfer, and annual county dispatch payment.
 - Streets with the second highest variance compared to Q1 and this was also due to the fleet transfer of \$150k.

Capital Improvement Fund (03)

Capital Fund Revenues								
Capital Fund	Apr-26	May-26	Jun-26	Q2-2026	YTD Actuals	Fiscal Year Budget	Remaining (\$)	Remaining (%)
<i>Sales and Use Taxes</i>	\$ 76,189	\$ 77,876	\$ 58,767	\$ 212,832	\$ 374,547.11	\$ 1,025,000	\$ (650,453)	(63.46%)
<i>Sales Tax</i>	\$ 68,676	\$ 66,004	\$ 51,774	\$ 186,454	\$ 341,182.13	\$ 925,000	\$ (583,818)	(63.12%)
<i>Use Tax</i>	\$ 7,513	\$ 11,872	\$ 6,993	\$ 26,378	\$ 33,364.98	\$ 100,000	\$ (66,635)	(66.64%)
<i>Fees & Other</i>	\$ 416	\$ 384	\$ -	\$ 800	\$ 1,248.56	\$ 617,700	\$ (616,451)	(99.80%)
<i>Grants</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<i>Transfers</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,273,123	\$ (1,273,123)	(100.00%)
<i>Miscellaneous Revenue</i>	\$ -	\$ -	\$ 30,286	\$ 30,286	\$ 30,286.41	\$ 100,000	\$ (69,714)	(69.71%)
Capital Fund Revenues Total	\$ 76,605	\$ 78,261	\$ 89,053	\$ 243,919	\$ 406,082	\$ 3,015,823	\$ (2,609,741)	(86.53%)

Capital Fund Expenses								
Capital Fund	Apr-26	May-26	Jun-26	Q2-2026	YTD Actuals	Fiscal Year Budget	Remaining (\$)	Remaining (%)
<i>Capital Outlay</i>	\$ (14,046)	\$ (68,925)	\$ (24,622)	\$ (107,593)	\$ (192,067)	\$ (4,502,200)	\$ 4,310,133	(95.73%)
<i>Legislative</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (5,000)	\$ 5,000	(100.00%)
<i>Administrative / Finance</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<i>Community Development</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (25,000)	\$ 25,000	(100.00%)
<i>Public Safety</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<i>Streets</i>	\$ -	\$ (6,233)	\$ (12,288)	\$ (18,521)	\$ (95,054)	\$ (2,983,500)	\$ 2,888,446	(96.81%)
<i>Recreation</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<i>Parks</i>	\$ (1,841)	\$ (16,030)	\$ (11,070)	\$ (28,940)	\$ (36,881)	\$ (58,700)	\$ 21,819	(37.17%)
<i>Economic Development</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<i>Programs, Projects, Facilities</i>	\$ (12,205)	\$ (46,662)	\$ (1,265)	\$ (60,132)	\$ (60,132)	\$ (1,430,000)	\$ 1,369,868	(95.79%)
<i>Other</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<i>Other Expenses</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (560,000)	\$ 560,000	(100.00%)
<i>Grants</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Capital Fund Expenses Total	\$ (14,046)	\$ (68,925)	\$ (24,622)	\$ (107,593)	\$ (192,067)	\$ (5,062,200)	\$ 4,870,133	(96.21%)

- Sales Tax in-line with budget expectations and overperforming Y/Y by 4k or 1.15%; Use Tax slightly behind Y/Y by (\$3.7k) or (10.05%).
- Through Q-2, the Town has expensed \$192k on projects.
 - The main contributor is our Traffic Calming Study, and this accounts for \$95k or 49.49% of total expenses.
 - Programs, Projects, and Facilities expenses were from the re-pavement of the Polhamus Parking Lot totaling \$60k or 31.31%.



NSA Water Fund (04)

North Service Area Water Revenues									
North Service Area Water	Apr-26	May-26	Jun-26	Q2-2026	YTD Actuals	Fiscal Year Budget	Remaining (\$)	Remaining (%)	
<i>Fees & Other</i>	\$ 2,072,987	\$ 819,411	\$ 1,301,264	\$ 4,193,663	\$ 4,532,988	\$ 18,560,900	\$ (14,027,912)	(75.58%)	
<i>Miscellaneous Revenue</i>	\$ 200	\$ -	\$ 47,351	\$ 47,551	\$ 63,869	\$ 110,000	\$ (46,131)	(41.94%)	
North Service Area Water Revenues Total	\$ 2,073,187	\$ 819,411	\$ 1,348,615	\$ 4,241,214	\$ 4,596,856	\$ 18,670,900	\$ (14,074,044)	(75.38%)	

North Service Area Water Expenses									
North Service Area Water	Apr-26	May-26	Jun-26	Q2-2026	YTD Actuals	Fiscal Year Budget	Remaining (\$)	Remaining (%)	
<i>Personnel</i>	\$ (35,125)	\$ (30,171)	\$ (26,466)	\$ (91,762)	\$ (189,952.86)	\$ (422,500)	\$ 232,547	(55.04%)	
<i>Services & Supplies</i>	\$ (20,960)	\$ (9,038)	\$ (22,054)	\$ (52,051)	\$ (88,299.25)	\$ (287,400)	\$ 199,101	(69.28%)	
<i>Debt Services</i>	\$ -	\$ (64,671)	\$ -	\$ (64,671)	\$ (466,230.81)	\$ (983,265)	\$ 517,034	(52.58%)	
<i>Capital Outlay</i>	\$ (1,726,262)	\$ (38,047)	\$ (1,622,944)	\$ (3,387,252)	\$ (4,584,862.28)	\$ (17,070,000)	\$ 12,485,138	(73.14%)	
North Service Area Water Expenses Total	\$ (1,782,347)	\$ (141,927)	\$ (1,671,463)	\$ (3,595,737)	\$ (5,329,345)	\$ (18,763,165)	\$ 13,433,819.80	(71.60%)	

- Fees & Other includes the reimbursements back to the Town from bond proceeds.
 - Projected \$17M in bond proceeds accounts for 91% of total revenue for 2026.
 - The Town was reimbursed \$3.818M in Q2.
 - Looking ahead to Q3, the Town has received \$1.660M in reimbursements for work performed YTD.
- In Q2, the Town had its first Direct Loan WTP bond payment totaling \$65k.
 - The Town has two remaining bond payments to occur in August (Leveraged) and November (Direct).

SSA Water Fund (05)

South Service Area Water Revenues									
South Service Area Water	Apr-26	May-26	Jun-26	Q2-2026	YTD Actuals	Fiscal Year Budget	Remaining (\$)	Remaining (%)	
<i>Fees & Other</i>	\$ 83,326	\$ 76,610	\$ 341,577	\$ 501,513	\$ 1,103,069	\$ 1,986,500	\$ (883,431)	(44.47%)	
<i>Miscellaneous Revenue</i>	\$ 1,363	\$ -	\$ 67,722	\$ 69,084	\$ 79,755	\$ 200,500	\$ (120,745)	(60.22%)	
South Service Area Water Revenues Total	\$ 84,688	\$ 76,610	\$ 409,299	\$ 570,597	\$ 1,182,825	\$ 2,187,000	\$ (1,004,175)	(45.92%)	

South Service Area Water Expenses									
South Service Area Water	Apr-26	May-26	Jun-26	Q2-2026	YTD Actuals	Fiscal Year Budget	Remaining (\$)	Remaining (%)	
<i>Personnel</i>	\$ (24,686)	\$ (30,631)	\$ (22,142)	\$ (77,460)	\$ (149,013.89)	\$ (277,800)	\$ 128,786	(46.36%)	
<i>Services & Supplies</i>	\$ (62,544)	\$ (28,059)	\$ (48,376)	\$ (138,979)	\$ (189,115.20)	\$ (512,900)	\$ 323,785	(63.13%)	
<i>Capital Outlay</i>	\$ -	\$ -	\$ (43,075)	\$ (43,075)	\$ (65,362.00)	\$ (231,000)	\$ 165,638	(71.70%)	
South Service Area Water Expenses Total	\$ (87,231)	\$ (58,690)	\$ (113,593)	\$ (259,513)	\$ (403,491)	\$ (1,021,700)	\$ 618,208.91	(60.51%)	

- SSA Water Fund revenues are in-line with budget expectations with a slight overperformance of roughly 4.08%.
- Expenses are on the low side through Q2 with a healthy balance of \$618k left for the remainder of the year.
 - The Capital Outlay item for \$43k was the ½ down payment for the valve vault.



SSA Sewer Fund (06)

South Service Area Sewer Revenues									
South Service Area Sewer	Apr-26	May-26	Jun-26	Q2-2026	YTD Actuals	Fiscal Year Budget	Remaining (\$)	Remaining (%)	
<i>Fees & Other</i>	\$ 14,837	\$ 15,250	\$ 362,600	\$ 392,686	\$ 1,111,324	\$ 1,642,000	\$ (530,676)	(32.32%)	
<i>Miscellaneous Revenue</i>	\$ -	\$ -	\$ 10,862	\$ 10,862	\$ 14,370	\$ 70,000	\$ (55,630)	(79.47%)	
South Service Area Sewer Revenues Total	\$ 14,837	\$ 15,250	\$ 373,462	\$ 403,548	\$ 1,125,694	\$ 1,712,000	\$ (586,306)	(34.25%)	

South Service Area Sewer Expenses									
South Service Area Sewer	Apr-26	May-26	Jun-26	Q2-2026	YTD Actuals	Fiscal Year Budget	Remaining (\$)	Remaining (%)	
<i>Personnel</i>	\$ (19,586)	\$ (23,455)	\$ (16,907)	\$ (59,948)	\$ (115,315.97)	\$ (250,000)	\$ 134,684	(53.87%)	
<i>Services & Supplies</i>	\$ (13,064)	\$ (207,946)	\$ (12,318)	\$ (233,328)	\$ (451,333.41)	\$ (840,700)	\$ 389,367	(46.31%)	
<i>Debt Services</i>	\$ -	\$ (69,169)	\$ -	\$ (69,169)	\$ (69,169.20)	\$ (138,339)	\$ 69,170	(50.00%)	
<i>Capital Outlay</i>	\$ -	\$ -	\$ -	\$ -	\$ (1,319,541.56)	\$ (1,595,000)	\$ 275,458	(17.27%)	
South Service Area Sewer Expenses Total	\$ (32,650)	\$ (300,570)	\$ (29,225)	\$ (362,445)	\$ (1,955,360)	\$ (2,824,039)	\$ 868,678.86	(30.76%)	

- Like the SSA Water Fund, the Sewer Fund is in-line with budget expectations in Q2 from a revenue perspective.
- The C.O. Sewer Mains is the main focal point for the expense side of the SSA Sewer Fund totaling \$1.3M.
 - This accounts for 66.48% of the total YTD expenses.
 - This expense is related to the GRCO Phase 1 U6 & U8 Backbone Infrastructure.
 - The second largest expense is the Service Fees to Granby Sanitation District. That expense accounts for \$408k or 20.87%.

Conservation (07) & Fleet Enterprise Fund (11)

Fleet Enterprise Fund Revenues								
Fleet Enterprise Fund	Apr-26	May-26	Jun-26	Q2-2026	YTD Actuals	Fiscal Year Budget	Remaining (\$)	Remaining (%)
<i>Fees & Other</i>	\$ -	\$ -	\$ 298,000	\$ 298,000	\$ 298,000	\$ 298,000	\$ -	-
<i>Miscellaneous Revenue</i>	\$ -	\$ -	\$ 5,898	\$ 5,898	\$ 5,898	\$ 25,000	\$ (19,102)	(76.41%)
Fleet Enterprise Fund Revenues Total	\$ -	\$ -	\$ 303,898	\$ 303,898	\$ 303,898	\$ 323,000	\$ (19,102)	(5.91%)

Fleet Enterprise Fund Expenses								
Fleet Enterprise Fund	Apr-26	May-26	Jun-26	Q2-2026	YTD Actuals	Fiscal Year Budget	Remaining (\$)	Remaining (%)
<i>Capital Outlay</i>	\$ (83,888.36)	\$ -	\$ (251,858.00)	\$ (335,746.36)	\$ (335,746.36)	\$ (601,000.00)	\$ 265,254	(44.14%)
<i>Administrative / Finance</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<i>Public Safety</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (150,000)	\$ 150,000	(100.00%)
<i>Streets</i>	\$ (83,888.36)	\$ -	\$ (251,858.00)	\$ (335,746.36)	\$ (335,746.36)	\$ (451,000)	\$ 115,254	(25.56%)
<i>Recreation</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<i>Parks</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<i>Programs, Projects, Facilities</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Fleet Enterprise Fund Expenses Total	\$ (83,888)	\$ -	\$ (251,858)	\$ (335,746)	\$ (335,746)	\$ (601,000)	\$ 265,253.64	(44.14%)

Fleet Fund

- Fleet Allocations occurred in June for all departments.
- Streets purchased the new Bobcat in April and new Dulveo 3000 Street Sweeper in June.

Conservation Fund

- Received the second distribution from the State totaling \$6k; YTD we have received a total of \$14k in revenue with no expenses.



Short-Term Rental Fund (12)

Short-Term Rental Fund Revenues									
Short-Term Rental Fund	Apr-26	May-26	Jun-26	Q2-2026	YTD Actuals	Fiscal Year Budget	Remaining (\$)	Remaining (%)	
<i>Fees & Other</i>	\$ 1,006,013	\$ 50,204	\$ 48,848	\$ 1,105,065	\$ 1,676,891	\$ 7,518,000	\$ (5,841,109)	(77.69%)	
<i>Grants</i>	\$ -	\$ 139,495	\$ -	\$ 139,495	\$ 453,481	\$ 750,000	\$ (296,519)	(39.54%)	
Short-Term Rental Fund Revenues Total	\$ 1,006,013	\$ 189,699	\$ 48,848	\$ 1,244,560	\$ 2,130,372	\$ 8,268,000	\$ (6,137,628)	(74.23%)	

Short-Term Rental Fund Expenses									
Short-Term Rental Fund	Apr-26	May-26	Jun-26	Q2-2026	YTD Actuals	Fiscal Year Budget	Remaining (\$)	Remaining (%)	
<i>Services & Supplies</i>	\$ (18,443)	\$ (2,639)	\$ (7,438)	\$ (28,520)	\$ (75,551.90)	\$ (750,000)	\$ 674,448	(89.93%)	
<i>Transfers</i>	\$ -	\$ (1,288,687)	\$ -	\$ (1,288,687)	\$ (1,288,686.61)	\$ (5,205,000)	\$ 3,916,313	(75.24%)	
<i>Capital Outlay</i>	\$ (868,994)	\$ -	\$ (105,000)	\$ (973,994)	\$ (2,006,926.50)	\$ (1,250,000)	\$ (756,927)	60.55%	
Short-Term Rental Fund Expenses Total	\$ (887,437)	\$ (1,291,326)	\$ (112,438)	\$ (2,291,201)	\$ (3,371,165)	\$ (7,205,000)	\$ 3,833,834.99	(53.21%)	

- Two more Nuche Village properties were sold in Q2 totaling \$955,181.
 - The table to the right shows the additional property sales that were captured at the beginning of Q2.
 - With the sale of three properties, the Town is slightly over 25% of the \$5M budget goal to transfer funds back to the GF.
- In Q1, the final work orders were paid to Big Valley, and one work order remains that will be completed in Q3.

Date Received	Amount	*Note: \$5,088,000 of the 2026 Budgeted Revenue is the transfer from the STR Fund to the GF for the sale of Nuche Village properties. In Q-1, we sold one property for \$333,505 and those proceeds will be transferred to the GF in Q-2 with the additional property sales.
4/22/2026	\$ 510,654.00	
4/9/2026	\$ 444,528.00	
3/16/2026	\$ 333,505.00	
Q-2 Property Sales	\$ 1,288,687.00	
<i>Transfer-In Nuche Village</i>	<i>\$ 5,088,000.00</i>	
<i>Remaining Budget</i>	<i>\$ 3,799,313.00</i>	
<i>% of Remaining Budget</i>	<i>74.67%</i>	



G.E.G.I.D. Operations Fund (50) & Debt Service Fund (51)

Operations Fund:

- In Q2, the Operations fund received \$87.4k in revenue
 - Property Tax - \$84.7k
 - Specific Ownership Tax - \$2.7k
- Expenditures totaled \$27.8k
 - Streets R&M - \$15.5k
 - Auditing - \$5.0k
 - Treasurers Fees - \$4.2k
 - Insurance - \$2.9k

Debt Service Fund:

- In Q2, the Debt Service fund received \$418.7k in revenue
 - Property Tax - \$401.1k
 - Specific Ownership Tax - \$12.6k
 - Interest on UMB Account - \$4.3k
- Expenditures totaled \$417.9k
 - Loan Principal - \$370.0k
 - Loan Interest - \$27.9k
 - Treasurers Fees - \$20.0k
 - This was the first bond payment for 2026.
- The additional principal payment on the bond will occur on 08/21 for \$500k.



MEMO



To: Mayor and Board of Trustees
From: Ted Cherry, Town Manager
Date: 09/08/2026
Re: MEDIATE COLORADO DISCUSSION
Department: Town Manager
Time of Agenda Item: 6:25 PM
Agenda Request No. 3

Subject
MEDIATE COLORADO DISCUSSION/ TOWN MANAGER
6:25 PM

Summary

During the CML conference Mediate Colorado presented information on a new program they are launching to assist communities, specifically police departments, in assisting with conflicts amongst neighbors. the intention of this program is mufti fold. It can help to reduce the number of calls to police departments, de-escalate issues between the parties to come to reasonable solutions, and help to keep issues away from courts. Carin Armstrong will present information to the board regarding the program and the board can discuss potentionally moving forward with the program.

Financial

None at this time

Recommendation

None at this time

Attachments

Mediate Colorado Presentation

Mediate Colorado!



Carin Armstrong
Mediate Colorado! Program Director

Current Community Mediation Programs:

FRONT RANGE ONLY-

Fort Collins
Loveland
Estes Park
Boulder
Denver
Jefferson County
Colorado Springs
Lafayette
Thornton
Aurora
Adams County
Englewood
Douglas County

**Mediate Colorado aims to serve all communities
across Colorado**



Mediation Case Types

- Neighbor/Neighbor
- Landlord/tenant
- Internal workplace
- Civil and HOA cases (under \$7500)
- Zoning/land use
- Police/community member
- School cases



Mediate Colorado! Partners

Find Solutions

"Helping People Talk to People"

- Day to Day Program Oversight
- Mediator Supervision
- Case Management
- Point Person for each Jurisdiction



levelheaded

- Provide technology platform for all administrative responsibilities including mediation intake, scheduling, payment, mediator assignment etc



- Sponsoring Organization
- Coordinates stakeholders
- Statewide promotion

Mediators  Foundation

- Fiscal Sponsor

What does each Jurisdiction Receive?

**Accessible
Entry to
Mediation**

**Quality
Mediation
Services**

**Promoting
Services**

**Mediation
Outcome
Data**

Accessible Mediation Services

Welcome to Mediate Colorado

First we need a few details:

First name* Last name*

First name Last name

Your role

Neighbor

Phone*

Phone number

Email*

Email address

Property Address*

123 Main St, City, State ZIP

Dispute Description*

Briefly describe the dispute

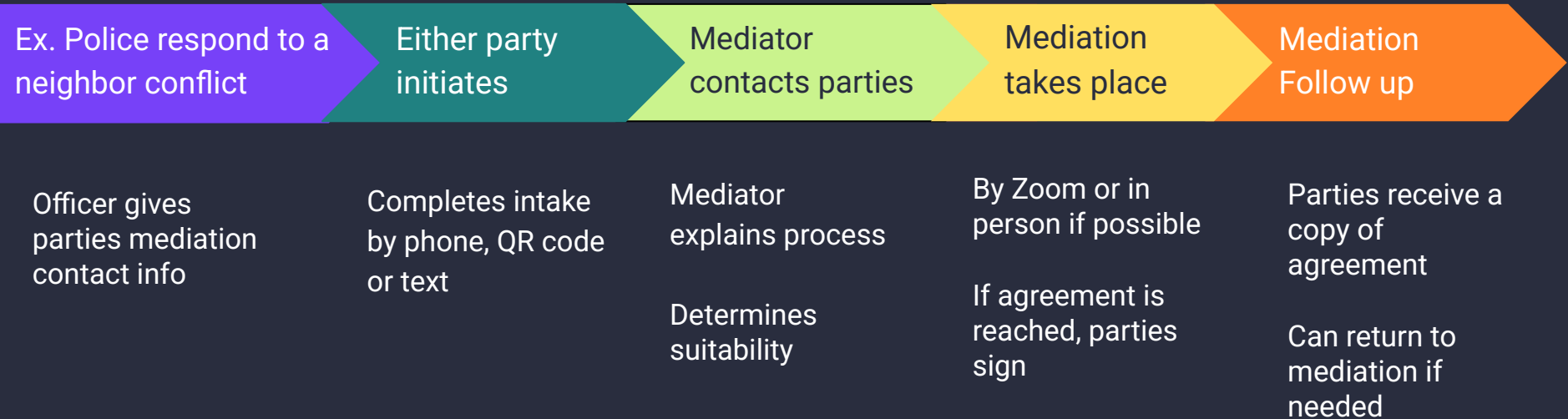
- Accessible intake
- Connect quickly to mediator
- 2 Hour Mediation Services by Zoom (or in Person if possible)
- Fee for parties \$50/per party/per mediation or sliding scale
- Interpretation Services Available

Quality Mediation Services



- Highly experienced lead mediators
- Co mediation Model
- Modeled from community mediation programs with high resolution rate
- Option to return to mediation if agreement falls through

Process Flow





Mediate Colorado!

Are you experiencing a conflict?

Why Mediate?

- ✓ Resolve disputes on your own terms
- ✓ Ensure perspectives are heard
- ✓ Faster outcomes – days instead of months
- ✓ Flexible scheduling – no missed work or school

What Is Mediation?

A neutral mediator guides parties in conflict to have a respectful dialogue and ideally reach a resolution.

- We'll listen to your side of the story, explain mediation and answer questions before the mediation
- In mediation, everyone has a chance to share their perspective
- Mediator facilitates understanding. If agreement is reached, mediator will draft an agreement for signature.

Cases we Accept: Neighbor/neighbor, HOA, landlord/tenant, civil (under \$7500), school conflict

Scan the QR code to begin online

(or see contact info on other side)



Promoting Services

- MAC will provide Brochures and other Referral Materials
- MAC can assist with presentations to police, code enforcement, city manager's and other referring departments

Mediation Outcome Data

Participating jurisdictions will receive trend and summary data

Insights



Top property-related issues

- Security Deposit Disputes: **38%**
- Lease Breaks / Early Termination: **24%**
- Eviction Avoidance / Payment Plans: **19%**
- Pet or Neighbor Conflicts: **11%**
- Other: **8%**



Resolution Rate

Success rate and average speed of resolution for referred cases:

- **93%** Successful Resolution Rate
- **11.3 Days** Average Time to Resolution
- **6.1 Avg** Messages Exchanged



Referral Conversion Rate

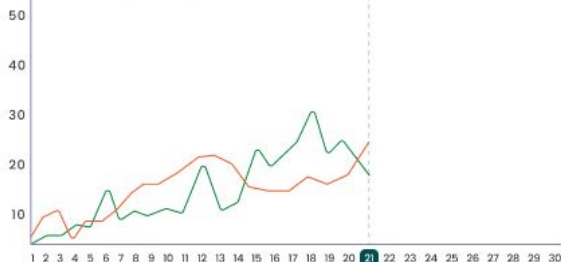
Percentage of LegalShield traffic who engage with Levelheaded mediation:

- Visitors from LegalShield: **1,300**
- Started Mediation Intake: **640**
- Conversion Rate: **49.2%**

Overview

This Month

• AI Initiated • C.R.S. Initiated



Monthly stats

210 issues
received this month

3.5 days
avg. time to resolve

87%
Resolution Rate

91 NPS score
• Excellent Rating

Efficiency (ROI / KPIs)

517 Hours Saved
by Lev's issue automation

148 Cases Resolved
and completed by Lev

Security Deposits
make up **60%** of your issues

Top Issue Types

Security Deposits →

Lease Violations →

Maintenance/Repairs →

Noise Complaints →

Issue Details

FEE STRUCTURE FOR STANDARD COMMUNITY MEDIATIONS
(neighbor/neighbor, landlord/tenant, police/citizen, workplace, civil rights, agency/citizen)

CITY/JURISDICTION FEE			PARTICIPANT FEE	
Pack of 10 case resolutions	\$2500		All cases (excluding workplace)	\$25/per case/ per party
Option to buy additional packs at any point during the duration of an agreement				

*****Complex cases involving multiple parties available at a negotiated rate**

For More Information

Carin Armstrong, MAC Board Member

mediatecolorado@coloradomediation.org

303-669-9374

MEMO



To: Mayor and Board of Trustees
From: Ted Cherry, Town Manager
Date: 09/08/2026
Re: NUCHE VILLAGE APARTMENT EXTENSION AGREEMENT
Department: Town Manager
Time of Agenda Item: 6:30 PM
Agenda Request No. 4

Subject

**NUCHE VILLAGE APARTMENT AGREEMENT EXTENSION/ TOWN MANAGER
6:30 PM**

Summary

Summit Housing Group has asked for an extension of their agreement with the Town to purchase the property associated with the Nuche Village Apartments. CHFA came back with some new financial requests which would not allow for Summit Housing to close on the deal in the timeframe it was previously requested. Because of the changes CHFA made there are some conversations which need to happen regarding the contract that has been presented. Staff has had conversations with Paul Capps and will be meeting with other county entities on Tuesday morning to discuss potential paths forward. This information will be available to discuss with the Board on Tuesday evening.

Attached is the request for the extension and some information from CHFA regarding their concerns. The contract extension as well as the original contracts for working with Summit Housing Group on this project. The last attachment is the draft contract with Summit for the sale of the property in the current format tentatively agreed to by staff and Summit, but this would not be ready for the Board's consideration given the issues that have newly arisen.

Financial

None at this time

Recommendation

Manager would recommend approval of the contract extension with the caveat the Board of Trustees choose the date for when they would like to bring it back for finalization.

Attachments

Summit Housing Extension #2
Summit Housing Contract
Summit Housing Contract Extension #1
Nuche Extension Request
Draft Contract - Summit Housing

SECOND AMENDMENT TO PURCHASE AND LOAN ASSUMPTION AGREEMENT
(Further Extension of Closing Date)

THIS SECOND AMENDMENT TO THE PURCHASE AND LOAN ASSUMPTION AGREEMENT (“Second Amendment”) is entered into this 8th day of September 2026 (the “Effective Date”), by and between the **TOWN OF GRANBY** (the “Town”) and **NUCHE VILLAGE APARTMENTS, LLC** (“Developer”). The Town and Developer are collectively referred to herein as the “Parties.” Capitalized terms not defined herein shall have the meanings set forth in that Certain Purchase and Loan Assumption Agreement dated March 10, 2026, as amended by that certain First Amendment to Purchase and Loan Assumption Agreement dated June 9, 2026 (collectively, the “Agreement”).

1. RECITALS.

WHEREAS, the Parties desire to further extend the deadline for the Closing Date from September 10, 2026 to _____; and

WHEREAS, the Parties acknowledge that the extension is necessary to allow additional time for finalization and approval of the Proposition 123 financing with the Colorado Housing and Finance Agency (“CHFA”), including approval of the loan assumption; completion of Developer’s financing and capital stack; final negotiation and execution of the reimbursement agreement and related agreements; and for satisfaction of other outstanding conditions precedent to Closing.

NOW, THEREFORE, in consideration of the recitals set forth above, which are fully incorporated herein by reference, and the mutual covenants, agreements and provisions contained in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

2. AMENDMENT.

- A. The “Closing Date” under the Agreement is hereby extended from September 10, 2026, to and including _____.

3. FULL FORCE AND EFFECT. Except as specified in paragraph 2 of this Second Amendment, all provisions of the Agreement shall remain in full force and effect.

The Parties have executed this Second Amendment as of the Effective Date.

DEVELOPER:

By: Paul Capps, President of Summit Housing Group, Inc.
Its: Managing Member

TOWN OF GRANBY, COLORADO

BY: Joshua P. Hardy, Mayor

Attest:

Cody Mullinex, CMC, Town Clerk

Nuche Village Apartments Purchase and Loan Assumption Agreement

This Purchase and Loan Assumption Agreement (“**Agreement**”) is entered into as of march 10, 2026 (the “**Effective Date**”), by and between:

Town of Granby, Colorado, a Colorado statutory municipality (the “**Town**”), and **Nuche Village Apartments, LLC**, a Colorado limited liability company (“**Developer**”). Town and Developer may be referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS:

The Town owns certain real property located in Grand County, Colorado, as more particularly described on **Exhibit A** (the “**Property**”);

The Town initiated development of an apartment complex project on the Property (the “**Project**”), including engaging contractors, consultants, and financing sources prior to Developer’s involvement;

In connection with the Project, the Town applied for a Proposition 123 Loan from the State of Colorado acting by and through Colorado Housing and Finance Agency (“**CHFA**”);

CHFA has provided preliminary notice of its intent to award a Proposition 123 Loan (the “**Prop 123 Loan**”) to the Town, subject to final underwriting, approval, and execution of loan documents;

The Town has incurred certain development costs relating to the Project;

The Town Board of Trustees has chosen to sell the Property to Developer to complete the Project subject to the terms and conditions provided in this Agreement;

Developer desires to acquire the Property, assume the Prop 123 Loan (subject to CHFA consent), reimburse Town for the Town Contributions, and complete the Project; and

The Town desires to convey the Property to the Developer and exit the Project upon the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

ARTICLE 1: TRANSACTION STRUCTURE

The Parties acknowledge this Agreement is part of a larger multi-step transaction structure that (1) requires actions and approvals by entities and individuals not party to this Agreement, and (2) contemplates further future actions to be taken by the Parties. This Article I is non-binding and

subject to future agreement. The Parties fully intend and agree that the general transaction structure is as follows:

- (a) **Transfer of Property:** The Town will transfer Property to Developer.
- (b) **Assumption of Loan:** Developer will assume the entire Prop 123 Loan, approximately \$7.6 million, pursuant to any procedure deemed necessary and appropriate by CHFA and agreed to by the Parties. Assumption of the Prop 123 Loan will occur simultaneously with the Closing, as defined in Section 2.2.
- (c) **Town reimbursement:** Developer will reimburse the Town for its actual investment in the Project. Only Town investments in and benefitting the Project shall be considered. Town investments related to the for-sale Nuche Village project shall not be subject to reimbursement by Developer. Investments benefitting both the for-sale Nuche Village project and the Project shall be allocated on an equitable basis agreed to by the Parties.
- (d) **Income restrictions:** The Project will utilize income-based tenant restrictions as set forth in the Project underwriting attached as **Exhibit B**. Such restrictions shall be imposed on the Property for a period of 40 years.
- (e) **Financing:** Developer shall acquire construction financing to be timed to close concurrently with the Prop 123 Loan closing. Developer intends to receive, as an integral part of its capital stack, a property tax abatement to be provided by the participation in the Project by a qualified non-profit entity such as the Fraser River Valley Housing Partnership.

The Parties agree to take all actions, either joint or individual, necessary to pursue this structure.

ARTICLE 2: TRANSFER OF PROPERTY

2.1 Conveyance. At Closing (as defined in Section 2.2), Town shall convey to Developer fee simple title to the Property by Special Warranty Deed, free and clear of all liens, encumbrances, and claims other than those Permitted Exceptions as agreed to by the Town and Developer at or before Closing.

2.2 Closing. Closing shall occur on or before *June 9, 2026* ("Closing Date"), through a mutually agreed-upon Colorado title company. "Closing" means the consummation of the conveyance of the Property and the assumption of the Prop 123 Loan in accordance with this Agreement. Closing is conditioned upon:

- (i) Developer's complete and total assumption of all obligations, benefits, terms and conditions of the Prop 123 Loan;
- (ii) Developer's receipt of an ALTA Owner's Policy of Title Insurance, endorsements reasonably requested by Developer, and a survey acceptable to Developer, to be paid for by Developer; and

- (iii) Execution of a mutually acceptable Reimbursement Agreement by the Parties, as described in 1(c), above.

Risk of loss shall remain with Town until Closing.

2.3 Access Easement. At or prior to Closing, the Town may create and record an access easement, by deed or other instrument, for the benefit of the Town and its successors and assigns providing access across the Property to Parcel No. 145107140001, property address 62775 US Highway 49, Granby, Colorado 80446, according to the records of the Grand County Clerk and Recorder.

ARTICLE 3: ASSUMPTION OF PROP 123 LOAN

3.1 Assumption. At Closing, Developer and Town shall execute all documents, agreements, releases, and assigns necessary and appropriate to achieve the result of (1) Developer assuming all obligations of the Town under the Prop 123 Loan arising from and after Closing, and (2) the Town being released from all of its obligations arising under the Prop 123 Loan arising from and after Closing.

3.2 State Consent. Developer's obligation to assume the Prop 123 Loan is expressly conditioned upon written consent of CHFA and a full and unconditional release of Town from all post-Closing liability.

3.3 Pre-Closing Liability. Developer shall have no liability for any defaults, breaches, or violations occurring prior to Closing. Town shall comply with all pre-Closing obligations under the Prop 123 Loan. This Section 3.3 shall survive Closing.

3.4 Post-Closing Liability. Developer shall indemnify Town for any defaults, breaches, or violations that occur after Closing excluding defaults, breaches, or violations caused by the Town that relate to pre-Closing actions or omissions, even if discovered after Closing.

ARTICLE 4. REIMBURSEMENT OF TOWN CONTRIBUTIONS

4.1 Amount. Developer shall reimburse Town for development costs related to the Project expended by Town on or before the Effective Date. The Parties acknowledge that the final dollar amount to be reimbursed to Town will not be finally determined as of the Effective Date. The Parties shall cooperate in good faith to determine the final amount of reimbursable costs, including equitable allocation of Town investments benefitting both the for-sale Nuche Village project and the Project. Reimbursement shall be limited to documented, verifiable, third-party costs actually incurred and paid by Town.

4.2 Audit. Developer shall have reasonable audit rights prior to Closing to review documentation supporting the proposed reimbursements.

4.3 Timeline. The Parties shall cooperate in good faith to enter into a mutually agreed-upon Reimbursement Agreement to be set forth in an amendment to this Agreement or as a separate written instrument properly executed by both Parties at or before Closing.

ARTICLE 5: INCOME RESTRICTIONS

Developer shall execute and record in the real property records of Grand County, Colorado, an affordable housing covenant identifying the Town as beneficiary with rights or enforcement which shall (1) impose income and rent restrictions consistent with Exhibit B and the requirements of the Prop 123 Loan, and (2) run with the land for a period of forty (40) years.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1 Town Representations. The Town represents that:

- (i) It is a duly organized Colorado municipality;
- (ii) It has authority under Colorado law to enter this Agreement;
- (iii) This Agreement has been duly approved by the Town Board of Trustees;
- (iv) No litigation or administrative proceeding affects the Property or the Project;
- (v) All development approvals and permits obtained by the Town remain valid and transferable, no violations exist, and no appeals or administrative challenges are pending or, to the Town's knowledge, threatened;
- (vi) No environmental contamination exists to the Town's knowledge except as disclosed in writing;
- (vii) To its knowledge, there are no undisclosed encumbrances other than those disclosed in current title commitment or policy provided to Developer; and
- (viii) The Town is not in default under the Prop 123 Loan and has received no notice of default or potential default.

6.2 Developer Representations. The Developer represents that:

- (i) It is duly organized and in good standing to do business in Colorado;
- (ii) It has authority to enter this Agreement; and
- (iii) It has financial capacity to complete the Project, assume the Prop 123 Loan, and reimburse the Town for the Town's development costs incurred related to or benefitting the Project.

6.3 Survival. The representations and warranties of the Parties contained in this Agreement shall survive Closing for a period of twenty-four (24) months, except for representations relating to authority, title, and environmental matters, which shall survive Closing for the applicable statute of limitations.

ARTICLE 7. ENVIRONMENTAL MATTERS

7.1 Environmental Conditions. Town shall provide to Developer all due diligence materials related to environmental conditions of the Property or the Project in its possession.

ARTICLE 8. PROJECT CONTROL

8.1 Project Control. From and after Closing, Developer shall have exclusive control over development decisions and the Town shall not retain any approval rights except as required under land use regulations, including the Planned Development Overlay District.

8.2 Developer shall have sole responsibility for completing the Project in compliance with:

- (i) Applicable zoning and land use approvals;
- (ii) Prop 123 Loan requirements; and
- (iii) Any recorded affordability or regulatory agreements, covenants or restrictions.

Town shall have no ongoing development obligations following Closing.

8.3 Schedule. The Parties shall cooperate in good faith to create a mutually-agreed upon buildout schedule to be set forth in an amendment to this Agreement or as a separate written instrument properly executed by both Parties at or before Closing.

ARTICLE 9. RELEASE

At Closing, the Parties shall execute a mutual release in a form mutually acceptable; provided, however, that no release shall apply to:

- (i) Obligations expressly stated to survive Closing;
- (ii) Indemnification obligations; or
- (iii) Fraud or intentional misconduct.

ARTICLE 10. CONDITIONS PRECEDENT

10.1 Town's Conditions. The Town's obligation to close is conditioned upon:

- (i) CHFA and the Town entering an agreement for the Prop 123 Loan with the Town and CHFA consenting in writing to the Developer's assumption of the Prop 123 Loan;
- (ii) Assumption of the Prop 123 Loan terms, conditions, benefits and obligations in their entirety by Developer;
- (iii) Developer and the Town entering a mutually acceptable Reimbursement Agreement (Article 4) and a mutually acceptable Buildout Schedule Agreement (Section 8.3); and
- (iv) Required municipal approvals.

10.2 Developer's Conditions. Developer's obligation to close is conditioned upon:

- (i) Obtaining acceptable financing, including a tax abatement to be provided by participation in the Project by Fraser River Valley Housing Partnership or other acceptable entity;
- (ii) Transferability of all permits and approvals related to design, construction, and planning of the Project;
- (iii) No material adverse change to any material characteristic of the Property or Project;
- (iv) Delivery of deed;
- (v) Successful assumption and receipt of the Prop 123 Loan;
- (vi) Receipt of a title insurance commitment acceptable to Developer; and
- (vii) Evidence of Town authority.

10.3 Failure of Conditions. If any of the foregoing conditions precedent are not satisfied or waived in writing by the party entitled to the benefit of such condition on or before Closing, this Agreement shall automatically terminate and be null and void, and neither party shall have any further rights or obligations hereunder. Neither party shall be liable to the other for damages or any other remedy arising from such termination.

ARTICLE 11. MISCELLANEOUS

11.1 Governing Law. This Agreement shall be governed by the laws of the State of Colorado.

11.2 Venue. Venue shall lie exclusively in the District Court for Grand County, Colorado.

11.3 Amendments. This Agreement may be amended only by written instrument signed by both Parties.

11.4 Binding Effect. This Agreement shall bind and benefit successors and assigns.

11.5 Notice. All notices under this Agreement shall be delivered as follows:
If to Town:

Town of Granby
c/o Ted Cherry
PO Box 440
Granby, CO 80446

with copy to:
Krob Law Office, LLC
8400 E. Prentice Avenue, Suite 1500
Greenwood Village, CO 80111

If to Developer:

Nuche Village Apartments, LLC
Attn: Paul Capps
2525 Palmer Street, Ste 1
Missoula, MT 59808

11.6 Severability. If any provision of this Agreement shall be held to be invalid, the remainder of this Agreement shall not be affected thereby.

11.7 Captions. The paragraph titles or captions contained in this Agreement are inserted only as a matter of convenience of reference. Such titles and captions in no way define, limit, extend or describe the scope of this Agreement nor the intent of any provision hereof.

11.8 No Waiver. The failure of any Party to seek redress for violation, or to insist on strict performance, of any covenant or condition of this Agreement shall not prevent a subsequent act which would have constituted a violation from having the effect of an original violation.

11.9 Additional Actions and Documents. The Parties shall execute and deliver such further documents and instruments and shall take such other further actions as may be required to carry out the intent and purposes of this Agreement, including those requiring third-party actions and approvals.

11.10 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one agreement, binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the same counterpart.

11.11 Assignment. Developer may assign this Agreement to an affiliate or single purpose entity formed for the Project without Town consent.

11.12 Survival. Notwithstanding any provision of this Agreement or any Mutual Release executed at Closing, the following shall survive Closing indefinitely unless otherwise stated:

- (a) Indemnification obligations under Article 3;
- (b) Reimbursement obligations under Article 4 (until fully satisfied);
- (c) Representations and warranties pursuant to Section 6.3;

- (d) Covenants intended to run with the land, including affordability restrictions;
- (e) Any provisions that by their nature are intended to survive Closing.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

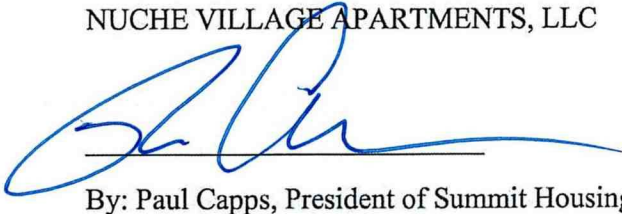
TOWN OF GRANBY

Attest:


By: Joshua P. Harding, Mayor


Cody Mullinex, Town Clerk

NUCHE VILLAGE APARTMENTS, LLC



By: Paul Capps, President of Summit Housing Group, Inc.

Its: Managing Member



State of Montana

County of Missoula

This instrument was signed or acknowledged before

me on March 25, 2026 by Paul Capps
(Name of signer)


(Notary Signature)

[Affix seal/stamp to the left or below]

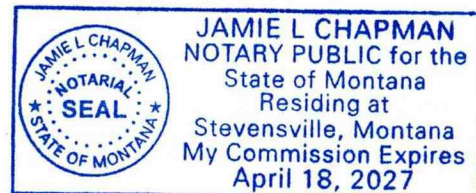


EXHIBIT A

PROPERTY DESCRIPTION

Tract A1, as described in the Correction Plat Nuche Village Subdivision – Filing No. 1 recorded at Reception Number 2025007490 with the Grand County Clerk and Recorder on September 17, 2025.

EXHIBIT B

PROJECT UNDERWRITING AND INCOME RESTRICTIONS

Unit Mix (Affordable)									
Unit Type	70% AMI	80% AMI	100% AMI	120% AMI	140% AMI	FMR Units	Unit Count	Required Parking	Average Monthly Rate
Studio	0	0	0	0	0	0	0	0	\$0
1BR	0	8	11	11	0	0	30	0	\$2,142
2BR	0	6	8	16	0	0	30	0	\$2,688
3BR	0	3	3	9	0	0	15	0	\$3,145
4BR	0	0	0	0	0	0	0	0	\$0
5BR	0	0	0	0	0	0	0	0	\$0
Percent of Total Units:	0.00%	22.67%	29.33%	48.00%	0.00%	0.00%	100.00%		
Total Affordable Units	75		Average Unit Size	755					
Total Affordable Rent	\$2,304,893		Average Rent Per Unit	\$2,561					

FIRST AMENDMENT TO PURCHASE AND LOAN ASSUMPTION AGREEMENT
(Extension of Closing Date)

THIS FIRST AMENDMENT TO THE PURCHASE AND LOAN ASSUMPTION AGREEMENT ("First Amendment") is entered into this 9th day of June 2026 (the "Effective Date"), by and between the **TOWN OF GRANBY** (the "Town") and **NUCHE VILLAGE APARTMENTS, LLC** ("Developer"). The Town and Developer are collectively referred to herein as the "Parties." Capitalized terms not defined herein shall have the meanings set forth in that Certain Purchase and Loan Assumption Agreement dated March 10, 2026 ("the Agreement").

1. RECITALS.

WHEREAS, the Parties desire to extend the deadline for the Closing Date from June 9, 2026 to September 10, 2026; and

WHEREAS, the Parties acknowledge that the extension is necessary to allow additional time for finalization and approval of the Proposition 123 with the Colorado Housing and Finance Agency ("CHFA"), including assumption approval; completion of Developer's financing and capital stack; final negotiation and execution of the reimbursement agreement and related agreements; and for satisfaction of other outstanding conditions precedent to Closing.

NOW, THEREFORE, in consideration of the recitals set forth above, which are fully incorporated herein by reference, and the mutual covenants, agreements and provisions contained in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

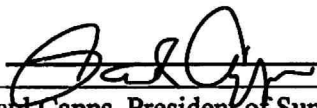
2. AMENDMENT.

- A. The "Closing Date" is hereby extended from June 9, 2026 to and including September 10, 2026.

3. FULL FORCE AND EFFECT. Except as specified in paragraph 2 of this First Amendment, all provisions of the Agreement shall remain in full force and effect.

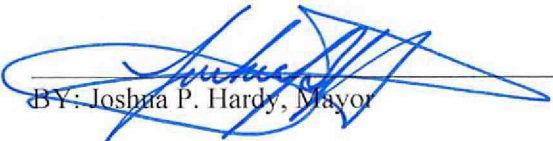
The Parties have executed this First Amendment as of the Effective Date.

DEVELOPER:



By: Paul Capps, President of Summit Housing Group, Inc.
Its: Managing Member

TOWN OF GRANBY, COLORADO


BY: Joshua P. Hardy, Mayor

Attest:


Cody Mullinex, Town Clerk



Re: Nuche Village Funding

From Paul Capps <paul@summithousinggroup.com>

Date Thu 9/3/2026 10:03 AM

To Ted Cherry <tcherry@townofgranby.com>

This sender is trusted.

Ted,

Please consider this a formal request to extend our deadline to execute the Purchase Agreement with the Town of Granby for the Nuche Village rental project. This extension for 90 days is required due to CHFA's ongoing underwriting of the Prop 123 award transferring to Summit Housing Group from the Town. We are in the final stages of that process and as you know, working on a solution to the recent CHFA request to make the acquisition price / repayment to the Town, "soft" or cash flow contingent. We are also looking at other options and hope we can have this issue resolved in short order. CHFA has promised to move quickly for a final approval once this issue is resolved. I will be at the board meeting next Tuesday to answer any questions from the board but this extension request should be resolved prior to the 90 day extension request.

Let me know if you have any questions or need additional information,.

Paul Capps

President

Summit Housing Group

Paul@summithousinggroup.com



Cell. 615.715.8040

Office 406.322.3337

2525 Palmer Street. Suite 1

Missoula, MT. 59808

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From: Ted Cherry <tcherry@townofgranby.com>

Date: Thursday, September 3, 2026 at 8:57 AM

To: Paul Capps <paul@summithousinggroup.com>

Subject: Re: Nuche Village Funding

I can accept this for CHFA. I will still need something from you making the request and the reasons for the request for extension.

thanks.

Ted Cherry
Granby Town Manager

From: Paul Capps <paul@summithousinggroup.com>
Sent: Thursday, September 3, 2026 8:23 AM
To: Ted Cherry <tcherry@townofgranby.com>
Subject: Re: Nuche Village Funding

I would use the email because CHFA is driving this. Are you ok as is or do I need to write up something more formal and attach the email?

Paul Capps
President
Summit Housing Group
Paul@summithousinggroup.com



Cell. 615.715.8040
Office 406.322.3337
2525 Palmer Street. Suite 1
Missoula, MT. 59808

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From: Ted Cherry <tcherry@townofgranby.com>
Date: Thursday, September 3, 2026 at 8:12 AM
To: Paul Capps <paul@summithousinggroup.com>
Subject: Re: Nuche Village Funding

I think that looks fine Paul. I can use this email or if CHFA wants to provide something more formal that is fine. Let me know.

A reminder. I would need the items from Summit and CHFA by 3pm today so I can make up the packet for the agenda.

Thanks.

Ted Cherry
Granby Town Manager

From: Paul Capps <paul@summithousinggroup.com>
Sent: Wednesday, September 2, 2026 4:03 PM
To: Ted Cherry <tcherry@townofgranby.com>
Subject: FW: Nuche Village Funding

Ted,
Please see the proposed language from CHFA. Let me know your thoughts please.

Paul Capps
President
Summit Housing Group
Paul@summithousinggroup.com



Cell. 615.715.8040
Office 406.322.3337
2525 Palmer Street. Suite 1
Missoula, MT. 59808

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From: Kristi Budish <kbudish@chfainfo.com>
Date: Wednesday, September 2, 2026 at 11:40 AM
To: Paul Capps <paul@summithousinggroup.com>
Cc: Hilary Cooper (hilary.cooper@state.co.us) <hilary.cooper@state.co.us>; Jane Lawlis <jlawlis@chfainfo.com>
Subject: RE: Nuche Village Funding

See below. Thanks!

Kristi Budish
Director, Community Development

Colorado Housing and Finance Authority

[303.297.7343 direct](tel:303.297.7343)
www.chfainfo.com

From: Paul Capps <paul@summithousinggroup.com>
Sent: Wednesday, September 2, 2026 9:48 AM
To: Kristi Budish <kbudish@chfainfo.com>
Cc: Hilary Cooper (hilary.cooper@state.co.us) <hilary.cooper@state.co.us>; Jane Lawlis <jlawlis@chfainfo.com>
Subject: Re: Nuche Village Funding

[This email originated outside of CHFA]

Thanks Kristi. Could you please add a statement regarding an increased appraisal at conversion that is acceptable to CHFA, the loan can be upsized to repay the \$3.8 M in whole or in part? Something along the lines of our discussion yesterday with Ted.

Paul Capps
President
Summit Housing Group
Paul@summithousinggroup.com



Cell. 615.715.8040
Office 406.322.3337
2525 Palmer Street. Suite 1
Missoula, MT. 59808

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From: Kristi Budish <kbudish@chfainfo.com>
Date: Wednesday, September 2, 2026 at 9:39 AM
To: Paul Capps <paul@summithousinggroup.com>
Cc: Hilary Cooper (hilary.cooper@state.co.us) <hilary.cooper@state.co.us>; Jane Lawlis <jlawlis@chfainfo.com>
Subject: Nuche Village Funding

Paul – Please see below for a draft summary of the Prop 123 funding for Nuche Village. Please share with Ted and let me know if this language will suffice for his meeting with the town.

CHFA is prepared to move forward with recommending approval of the \$7.6M Prop 123 MF Financing loan for Nuche Village, and if approved, with issuing a revised loan commitment and closing the loan in accordance with the conditions outlined in the loan commitment, subject to the following:

The financing for the purchase of the land and any related improvements (approximately \$3.8M) will be both subordinate to the Prop 123 debt and the primary debt and repayable from available cash flow only ("soft debt"). The financing for the purchase of the land must be soft debt because the current valuation of the property is \$26.4M which results in a combined loan to value ("LTV") of 97% between the first position loan and the Prop 123 subordinate loan. Senior leadership at both CHFA and OEDIT have agreed to allow for a waiver to the program LTV requirement for this project so that we can loan up to 97% LTV in this instance and for this project.

Please understand that this loan has yet to be approved by CHFA's P123 loan committee, and as such while the above is broadly what has been discussed, even if the financing for the purchase of the land is structured as set forth above, it is not a guarantee of loan approval nor an offer for extension of credit.

Additionally, if at a future date, the value of the project increases, and can be supported by a third party appraisal acceptable to CHFA in CHFA's sole discretion (which would need to be reviewed and validated by CHFA's in house appraiser), CHFA would be willing to resubordinate the Prop 123 loan to a refinanced or modified senior loan to facilitate a full or partial pay down of the above mentioned soft debt, assuming the combined LTV remains at or below 97%, debt service on the combined debt remained within program guidelines, and all other program guidelines continue to be met.

Kristi Budish

Director, Community Development

Colorado Housing and Finance Authority

 1981 Blake Street, Denver, CO 80202

 303.297.7343 direct

 chfainfo.com

financing the places where people live and work[®]

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PURCHASE AND SALE AGREEMENT AND DEVELOPMENT COVENANT
(Nuche Village Apartments Project)

This Purchase and Sale Agreement and Development Covenant (“Agreement”) is entered into as of July 14, 2026 (the “Effective Date”), by and between the Town of Granby, Colorado, a Colorado statutory municipality (“Town”), and Nuche Village Apartments, LLC, a Colorado limited liability company (“Developer”). Town and Developer may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Town is a Colorado statutory municipality authorized to acquire, own, and dispose of real property for municipal purposes; and

WHEREAS, the Town owns certain real property located in Grand County, Colorado, as more particularly described as follows:

Tract A1, Nuche Village Subdivision as described in the Correction Plat Nuche Village Subdivision – Filing No. 1 recorded at Reception Number 2025007490 with the Grand County Clerk and Recorder on September 17, 2025.

(the “Property”); and

WHEREAS, the Town has undertaken efforts to address the shortage of attainable and workforce housing within the community; and

WHEREAS, the Town finds that increasing the availability of attainable housing promotes the public health, safety, and welfare of its residents and supports the long-term economic stability of the community; and

WHEREAS, the Town initiated development of an apartment complex project on the Property (the “Project”), including incurring development costs and pursuing financing through the Colorado Housing and Finance Authority (“CHFA”) pursuant to Proposition 123 (the “Prop 123 Loan”); and

WHEREAS, the Town Board of Trustees finds that conveying the Property for completion of the Project as an attainable housing development, subject to long-term affordability restrictions, is in the best interests of the Town and its residents; and

WHEREAS, Developer desires to acquire the Property, assume the Prop 123 Loan (subject to CHFA consent), reimburse the Town for its development costs, and complete the Project; and

WHEREAS, the Parties desire to set forth the terms under which the Property will be conveyed and the Project completed.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into this Agreement by this reference, and the mutual covenants, agreements, and undertakings set

forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1: PURCHASE AND SALE

1.1 Agreement to Purchase and Sell. Subject to the terms and conditions set forth in this Agreement, Town hereby agrees to sell and convey to Developer, and Developer hereby agrees to purchase from Town, fee simple title to the Property.

1.2 Purchase Price. The total purchase price for the Property shall be Three Million Eight Hundred Fifty-Five Thousand Eight Hundred Thirty-Six Dollars (**\$3,855,836.00**) (the “Purchase Price”), which the Parties acknowledge and agree represents reimbursement of the Town’s development costs associated with the Project.

1.3 Payment of Purchase Price. The Purchase Price shall be paid by Developer to Town at Closing as follows: (a) Developer shall assume the Prop 123 Loan in accordance with Article 3; (b) Developer shall pay to Town the sum of One Million Eight Hundred Fifty-Five Thousand Eight Hundred Thirty-Six dollars (\$1,855,836.00) in immediately available funds at Closing; and (c) the remaining two-million dollars (\$2,000,000) balance of the Purchase Price shall be evidenced by a Promissory Note executed by Developer in favor of Town in the principal amount equal to such remaining balance.

1.4 Promissory Note. The Promissory Note shall be in a form reasonably acceptable to Town and shall provide, at a minimum, that the unpaid principal balance shall bear interest at a rate of three and six-tenths percent (3.6%) per annum, shall have a term of eighteen (18) months from the date of Closing, and shall require payments of principal and interest as agreed by the Parties, with any remaining unpaid balance due and payable at maturity. The Promissory Note shall include customary provisions for default, including the right of Town to accelerate the unpaid balance upon the occurrence of an Event of Default.

1.5 Security for Payment. As security for the payment of the Promissory Note and the performance of Developer’s obligations under this Agreement, Developer shall execute and deliver at Closing: (a) a Deed of Trust encumbering the Property in favor of Town, in form reasonably acceptable to Town; (b) an Assignment of Rents and Leases, granting Town the right, upon an Event of Default, to collect rents and other income generated by the Property; and (c) such other security documents as Town may reasonably require to evidence and secure Developer’s obligations hereunder. The Deed of Trust shall be recorded in the real property records of Grand County, Colorado. Town shall have all rights and remedies of a secured creditor under applicable law and the loan documents. The Deed of Trust shall constitute a valid and enforceable first-priority lien against the Property, subject only to those title exceptions expressly approved in writing by the Town. The Assignment of Rents and Leases shall constitute a present, absolute, and first-priority assignment of all rents, income, issues, profits, and revenues generated from the Property. Developer shall not create, permit, or suffer any mortgage, deed of trust, security interest, assignment of rents, encumbrance, or other lien affecting the Property that is senior to or on parity with the Town’s Deed of Trust or Assignment of Rents without the Town’s prior written consent, which may be withheld in the Town’s sole discretion.

1.5.1 Priority and Subordination. As a condition of Closing, Developer shall provide evidence reasonably satisfactory to the Town that the Deed of Trust and Assignments of Rents are recorded in first-priority position. Developer shall cause any lender, investor, financing participant, tax-credit investor, governmental funding source, or other party claiming an interest in the Property or Project to execute such subordination, recognition, estoppel, and priority agreements as the Town may reasonably require to confirm the priority of the Town's security interests. No refinancing, modification, replacement financing, supplemental financing, or additional indebtedness secured by the Property shall be permitted unless the Town's lien and assignment rights remain senior or the Town provides prior written consent.

1.6 Application of Payments; No Offset. All payments made by Developer to Town under the Promissory Note or this Agreement shall be applied first to accrued interest and then to principal, unless otherwise specified in the Promissory Note. Developer shall not have the right to offset or deduct any amounts claimed to be owed by Town against any payments due to Town under this Agreement or the Promissory Note.

1.7 No Merger. The obligations of Developer to pay the Purchase Price and to perform its obligations under the Promissory Note and related security documents shall not merge into the deed delivered at Closing and shall survive Closing until fully satisfied.

1.8 Purchase Price Acknowledgment. The Parties acknowledge and agree that the Purchase Price reflects reimbursement of the Town's development costs associated with the Project.

ARTICLE 2: CLOSING

2.1 Closing. The consummation of the transactions contemplated by this Agreement (the "Closing") shall occur on or before **September 10, 2026**, or such other date as the Parties may mutually agree in writing (the "Closing Date"). Closing shall take place through a mutually agreed-upon Colorado title company, or by escrow or electronic closing procedures customary in Colorado.

2.2 Conveyance of Title. At Closing, Town shall convey to Developer fee simple title to the Property by Special Warranty Deed, free and clear of all liens, encumbrances, and claims, except for: (a) those matters approved by Developer as of Closing; (b) any matters created by or through Developer; (c) all matters of record, easements, covenants, restrictions, and other exceptions accepted by Developer (collectively, the "Permitted Exceptions"); and (d) the Access Easement reserved or created pursuant to Section 2.3;.

2.3 Access Easement. As part of the conveyance of the Property, Town hereby reserves, for the benefit of itself and its successors and assigns, a non-exclusive access easement (the "Access Easement") over, across, and through the Property, providing access to Parcel No. 145107140001, commonly known as 62775 U.S. Highway 40, Granby, Colorado, according to the records of the Grand County Clerk and Recorder.

The Access Easement may be more particularly described and established by a separate easement instrument executed and recorded prior to or at Closing. If such instrument is not finalized as of Closing, the Parties agree to cooperate in good faith following Closing to finalize and record the Access Easement, consistent with this Section 2.3.

The location, width, and configuration of the Access Easement shall be (a) as depicted on Exhibit C, if available, or (b) if not yet determined, in a location designated by Town, acting reasonably, so as not to materially interfere with the development of the Project.

The Access Easement shall include rights of ingress and egress and such incidental rights as are reasonably necessary for access, maintenance, and repair. The Access Easement shall be reflected in the Special Warranty Deed or in a separate instrument recorded in the real property records of Grand County.

The Access Easement shall constitute a Permitted Exception to title and shall be reflected in the title commitment and Owner's Policy of Title Insurance, and Developer shall be deemed to have approved the Access Easement for purposes of title upon execution of this Agreement.

2.4 Closing Deliveries – Town. At or prior to Closing, Town shall execute and deliver, or cause to be delivered, to Developer:

- (a) the Special Warranty Deed;
- (b) such affidavits, gap indemnities, and other documents reasonably required by the title company to issue an owner's policy of title insurance;
- (c) all documents necessary to effectuate the assumption of the Prop 123 Loan shall be in a form acceptable to Town; provided, however, that this condition shall be deemed satisfied if Developer elects to waive the assumption of the Prop 123 Loan pursuant to Section 2.7.;
- (d) assignments or transfer documents for any permits, approvals, plans, and entitlements related to the Project to the extent transferable; and
- (e) such other documents reasonably necessary to consummate the transactions contemplated herein.

2.5 Closing Deliveries – Developer. At or prior to Closing, Developer shall execute and deliver, or cause to be delivered, to Town:

- (a) the Promissory Note described in Article 1;
- (b) the Deed of Trust and Assignment of Rents and Leases securing the Promissory Note;
- (c) evidence of Developer's authority to enter into and perform this Agreement;
- (d) evidence of construction financing or financial capacity reasonably acceptable to Town;
- (e) all documents required to effectuate the assumption of the Prop 123 Loan, if applicable; and
- (f) such other documents reasonably necessary to consummate the transactions contemplated herein.

2.6 Conditions Precedent to Town's Obligations. Town's obligation to close is subject to satisfaction or written waiver of the following conditions:

- (a) Developer shall have executed and delivered all financing and security documents required under this Agreement;
- (b) Developer shall have demonstrated, to Town's reasonable satisfaction, the financial capacity to complete the Project;
- (c) All documents necessary to effectuate the assumption of the Prop 123 Loan shall be in a form acceptable to Town, or Developer shall have elected to waive such requirement pursuant to Section 2.7 below; and
- (d) All required approvals of the Town Board of Trustees shall have been obtained.

2.7 Conditions Precedent to Developer's Obligations. Developer's obligation to close is subject to satisfaction or written waiver of the following conditions:

- (a) Town shall be prepared to convey title in accordance with this Agreement;
- (b) Developer shall have received a title insurance commitment for an ALTA owner's policy, subject only to Permitted Exceptions;
- (c) All permits and approvals necessary for development of the Project shall be transferable or reissuable to Developer; and
- (d) No material adverse change shall have occurred with respect to the Property.

2.8 Prop 123 Funding Contingency; Waiver. If the Prop 123 Loan or related funding is not available, approved, or ready for disbursement as of the Closing Date, Developer may, in its sole discretion, elect to waive the requirement that Developer assume or receive such funding as a condition to Closing by providing written notice to Town prior to Closing. Upon such waiver, the Parties shall proceed to Closing, and the unavailability of such funding shall not delay or otherwise excuse Developer's obligation to close. Developer acknowledges that it assumes all risks associated with the unavailability, delay, or insufficiency of such funding.

Following Closing, Town agrees to cooperate in good faith with Developer in pursuing such funding, if available; however, Town shall have no obligation to obtain such funding and makes no representation or warranty regarding its availability, timing, or amount.

2.9 Costs and Prorations. At Closing, costs shall be allocated as follows: (a) Town shall pay for its own legal fees and the cost of the Special Warranty Deed; (b) Developer shall pay for the owner's title insurance policy, recording fees, and all costs associated with its financing; and (c) real property taxes, utilities, and other customary prorations shall be prorated as of the Closing Date.

2.10 Risk of Loss. Risk of loss or damage to the Property shall remain with Town until Closing. In the event of any material damage or condemnation prior to Closing, Developer may elect to terminate this Agreement or proceed to Closing and receive any insurance proceeds or condemnation awards attributable to the Property.

2.11 Possession. Possession of the Property shall be delivered to Developer at Closing, subject to Permitted Exceptions and any rights of third parties of record.

2.12 Mutual Release. At Closing, Town and Developer shall execute and deliver a mutual release in a form reasonably acceptable to the Parties, releasing any and all claims, demands, and causes

of action arising out of or relating to the Property or the Project existing as of the Closing Date, except for obligations that expressly survive Closing under this Agreement.

ARTICLE 3: ASSUMPTION OF PROP 123 LOAN

3.1 Assumption of Prop 123 Loan. At Closing, Developer shall assume all obligations of the Town under that certain loan or funding arrangement with the Colorado Housing and Finance Authority (“CHFA”) pursuant to Proposition 123 (the “Prop 123 Loan”), to the extent such assumption is approved by CHFA and otherwise permitted under applicable law. The Parties shall cooperate in good faith to prepare, execute, and deliver all documents necessary to effectuate such assumption.

3.2 Release of Town. As a condition to any assumption of the Prop 123 Loan, Developer shall use commercially reasonable efforts to obtain from CHFA a full release of the Town from any and all obligations, liabilities, and duties arising under the Prop 123 Loan from and after the Closing Date. Town shall not be required to close if such release is not obtained, unless Developer elects to waive the assumption of the Prop 123 Loan pursuant to Section 2.7, in which case this condition shall not apply.

3.3 Pre-Closing Obligations. Town shall remain solely responsible for all obligations, liabilities, and compliance requirements arising under the Prop 123 Loan prior to the Closing Date. Developer shall have no liability for any default, breach, or noncompliance occurring prior to Closing.

3.4 Post-Closing Obligations; Indemnification. From and after Closing, Developer shall be solely responsible for all obligations, liabilities, and compliance requirements arising under the Prop 123 Loan. Developer shall indemnify, defend, and hold harmless the Town, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to Developer’s failure to perform or comply with the Prop 123 Loan after Closing.

3.5 Prop 123 Funding Waiver. The provisions of Section 2.7 shall govern Developer’s right to waive the assumption or receipt of the Prop 123 Loan.

3.6 Post-Closing Cooperation. In the event Developer elects to waive the Prop 123 Loan at Closing, the Parties agree to cooperate in good faith following Closing to pursue such funding, if available. The Town’s cooperation shall include executing documents reasonably requested by Developer and CHFA; provided, however, that the Town shall have no obligation to incur any cost or liability or to provide any guaranty, credit support, or financial commitment in connection with such efforts.

3.7 No Representation Regarding Funding. Developer acknowledges that the Town makes no representation or warranty regarding the availability, timing, terms, or amount of any Prop 123 Loan or funding. Developer further acknowledges that its decision to proceed to Closing, whether or not the Prop 123 Loan is available, is made in reliance on its own independent evaluation.

3.8 Survival. The provisions of this Article 3 shall survive Closing.

ARTICLE 4: DEVELOPMENT OBLIGATIONS

4.1 Obligation to Develop Project. Developer covenants and agrees that the Property shall be developed as an attainable housing project consistent with the Project described in the Recitals and in accordance with the terms of this Agreement (the “Project”). Developer shall, at its sole cost and expense, diligently pursue completion of the Project in accordance with all applicable laws, regulations, land use approvals, and the requirements of the Prop 123 Loan, if applicable. The obligations set forth in this Article 4 are material inducements to the Town’s agreement to convey the Property.

4.2 Compliance with Approvals and Laws. Developer shall construct and complete the Project in substantial compliance with all applicable zoning, land use approvals, development agreements, building codes, and other governmental requirements. Developer shall be solely responsible for obtaining and maintaining all permits, approvals, and inspections necessary for construction and occupancy of the Project.

4.3 Buildout Schedule. Developer shall construct the Project and obtain Certificates of Occupancy (“COs”) for the residential buildings in accordance with the following schedule:

- (a) One (1) building containing fifteen (15) dwelling units shall receive a CO on or before December 31, 2026;
- (b) A total of three (3) buildings shall receive COs on or before December 31, 2027; and
- (c) All remaining buildings comprising the Project shall receive COs on or before December 31, 2028.

Developer shall proceed with construction in a continuous and diligent manner so as to satisfy the foregoing deadlines.

4.4 Unit Mix. Developer shall construct the Project in substantial conformance with the unit mix set forth in Exhibit B, including the general distribution of one-bedroom, two-bedroom, and three-bedroom units. Notwithstanding the foregoing, Developer may adjust the number of units within any unit type category by up to ten percent (10%), provided that such adjustments do not materially alter the overall affordability profile of the Project and are approved by the Town, which approval shall not be unreasonably withheld, conditioned, or delayed.

4.5 Affordability Requirements. Developer shall comply with all affordability requirements set forth in Exhibit B and shall execute and record an affordability covenant against the Property at or prior to Closing, in a form acceptable to the Town, which shall run with the land for a period of forty (40) years. Such covenant shall be enforceable by the Town and shall be consistent with the requirements of the Prop 123 Loan, if applicable.

4.6 Failure to Meet Development Schedule. Failure by Developer to meet any of the deadlines set forth in Section 4.3, subject to Force Majeure as defined herein, shall constitute an Event of Default under this Agreement and under the Promissory Note and Deed of Trust. Upon such default, Town shall be entitled to exercise any and all remedies available under this Agreement, the loan documents, and applicable law, including without limitation acceleration of the Promissory Note.

In addition, if Developer fails to achieve any milestone set forth in Section 4.3, the interest rate under the Promissory Note shall automatically increase by ____ percentage points until such time as the applicable milestone is satisfied or waived in writing by Town.

4.7 No Transfer Prior to Completion. Developer shall not sell, transfer, or convey all or any portion of the Property or the Project prior to completion of the Project, except to an affiliate or a single-purpose entity formed for the Project, without the prior written consent of the Town, which may be withheld in the Town's reasonable discretion. Any permitted transferee shall assume in writing all obligations of Developer under this Agreement.

4.8 Right to Cure and Step-In. In the event of a default by Developer under this Article 4, Town shall have the right, but not the obligation, upon written notice to Developer, to cure such default and to enter upon the Property to complete construction of the Project or any portion thereof. All costs incurred by Town in connection with such cure or completion shall be deemed additional indebtedness secured by the Deed of Trust and shall bear interest at the default rate set forth in the Promissory Note.

4.9 Survival and Covenant Running with the Land. The obligations set forth in this Article 4 shall survive Closing and shall be binding upon Developer and its successors and assigns. To the extent applicable, such obligations may be incorporated into and enforced through recorded covenants or other instruments running with the land.

ARTICLE 5: USE AND AFFORDABILITY RESTRICTIONS

5.1 Use of Property. Developer covenants and agrees that the Property shall be used solely for the development, ownership, and operation of a residential rental housing project consistent with the Project described in this Agreement. The Property shall not be used for short-term rentals, transient lodging, or any use inconsistent with the affordability requirements set forth herein, except as may be expressly approved in writing by the Town.

5.2 Affordability Covenant. At or prior to Closing, Developer shall execute and record in the real property records of Grand County, Colorado, an affordability covenant (the "Affordability Covenant") in a form reasonably acceptable to the Town. The Affordability Covenant shall run with the land and shall be binding upon Developer and its successors and assigns for a period of forty (40) years from the date of recording.

5.3 Affordability Requirements. The Affordability Covenant shall require that the Project be operated in compliance with the income and rent restrictions set forth in **Exhibit B**, including applicable area median income (AMI) limitations, rent caps, and occupancy requirements. To the extent applicable, such restrictions shall be consistent with and no less restrictive than the requirements of the Prop 123 Loan.

5.4 Compliance and Certification. Developer shall, at its sole cost, monitor and ensure compliance with the Affordability Covenant and shall provide to the Town, on an annual basis or upon reasonable request, documentation demonstrating such compliance, including tenant income certifications, rent schedules, and such other information as the Town may reasonably require.

5.5 Enforcement Rights. The Town shall be named as a beneficiary of the Affordability Covenant and shall have the right, but not the obligation, to enforce the provisions thereof by any lawful means, including specific performance, injunctive relief, or other equitable remedies. In the event of a violation, the Town shall provide written notice to Developer and a reasonable opportunity to cure, except in cases of repeated or willful violations.

5.6 Subordination to Financing. The Affordability Covenant may be subordinated to the lien of any construction or permanent financing approved by the Town, provided that such subordination agreement requires that, in the event of foreclosure or deed in lieu thereof, the Affordability Covenant shall automatically be reinstated against the Property for the remainder of the original term or such longer period as required by applicable law or financing programs.

5.7 No Discrimination; Compliance with Law. Developer shall operate the Project in compliance with all applicable federal, state, and local fair housing and anti-discrimination laws and shall not impose any restrictions inconsistent with such laws.

5.8 Survival; Covenant Running with the Land. The provisions of this Article 5 and the Affordability Covenant shall survive Closing and shall run with the land, binding Developer and all subsequent owners, tenants, and occupants of the Property for the duration of the Affordability Covenant.

ARTICLE 6: REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties of Town. Town represents and warrants to Developer as of the Effective Date and as of Closing as follows:

(a) **Organization and Authority.** Town is a duly organized and existing Colorado statutory municipality and has full power and authority to enter into this Agreement and to perform its obligations hereunder.

(b) **Authorization.** The execution and delivery of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by all necessary action of the Town, including approval by the Town Board of Trustees.

(c) **No Conflict.** The execution and performance of this Agreement by Town do not and will not violate any provision of law or, to Town's actual knowledge, any agreement binding upon Town relating to the Property.

(d) **Title.** Town holds fee simple title to the Property, subject only to matters of record and those disclosed or otherwise permitted under this Agreement.

(e) **No Litigation.** To Town's actual knowledge, there are no pending or threatened lawsuits, claims, or administrative proceedings affecting the Property or the Town's ability to perform under this Agreement.

(f) **Permits and Approvals.** To Town's actual knowledge, all material development approvals and permits obtained by Town in connection with the Project are valid and in good standing and have not been revoked or suspended.

(g) **Environmental Matters.** Town has not received written notice of any material violation of environmental laws affecting the Property that has not been disclosed to Developer.

(h) **Prop 123 Loan.** To Town's actual knowledge, the Town is not in default under the Prop 123 Loan and has not received written notice of any default or claim of default thereunder.

6.2 Representations and Warranties of Developer. Developer represents and warrants to Town as of the Effective Date and as of Closing as follows:

(a) **Organization and Authority.** Developer is duly organized, validly existing, and in good standing under the laws of the State of Colorado (or its state of formation) and is authorized to do business in Colorado.

(b) **Authorization.** Developer has full power and authority to enter into this Agreement and to perform its obligations hereunder, and this Agreement has been duly authorized by all necessary action of Developer.

(c) **Financial Capacity.** Developer has, or will have as of Closing, the financial capacity and resources necessary to acquire the Property, assume or replace the Prop 123 Loan (if applicable), and complete the Project in accordance with this Agreement.

(d) **No Conflict.** The execution and performance of this Agreement by Developer do not and will not violate any agreement binding upon Developer.

(e) **No Litigation.** There are no pending or, to Developer's knowledge, threatened actions or proceedings that would materially impair Developer's ability to perform its obligations under this Agreement.

(f) **Independent Investigation.** Developer has conducted, or will conduct prior to Closing, its own independent investigation of the Property and the Project and is not relying upon any representation or warranty of Town except as expressly set forth in this Agreement.

(g) **Environmental Reports.** Developer acknowledges that it has received and reviewed all environmental reports and related materials provided by Town with respect to the Property and, based upon such review, has no objections thereto and elects to proceed with the transactions contemplated by this Agreement.

6.3 No Additional Representations; As-Is Condition. Except as expressly set forth in this Article 6, Town makes no representations or warranties of any kind, express or implied, with respect to the Property or the Project, including without limitation any warranties as to condition, suitability for a particular purpose, zoning, development feasibility, or compliance with applicable laws.

Developer agrees that, except as expressly provided herein, it is acquiring the Property in its “AS IS, WHERE IS, WITH ALL FAULTS” condition.

6.4 Survival of Representations and Warranties. The representations and warranties set forth in this Article 6 shall survive Closing for a period of twenty-four (24) months; provided, however, that representations relating to authority, title, and environmental matters shall survive for the applicable statute of limitations.

6.5 Knowledge Standard. For purposes of this Article 6, the phrase “to Town’s actual knowledge” shall mean the current actual knowledge of the Town Manager (or equivalent administrative officer) without any duty of investigation or inquiry.

ARTICLE 7: DEFAULT AND REMEDIES

7.1 Events of Default. Each of the following shall constitute an “Event of Default” by Developer under this Agreement:

(a) **Payment Default.** Developer fails to make any payment when due under the Promissory Note or this Agreement and such failure continues for a period of ten (10) days after written notice from Town;

(b) **Development Default.** Developer fails to meet any material milestone set forth in Section 4.3 (Buildout Schedule), subject to any applicable Force Majeure provisions, and such failure continues for thirty (30) days after written notice from Town, or such longer period as is reasonably necessary to cure provided Developer has commenced and is diligently pursuing such cure;

(c) **Affordability Default.** Developer fails to comply with the Affordability Covenant or the requirements of Article 5, and such failure continues for thirty (30) days after written notice from Town; provided, however, that if such failure is not reasonably capable of cure within such period, Developer shall have such additional time as is reasonably necessary to cure so long as Developer is diligently pursuing such cure;

(d) **Transfer Default.** Developer transfers or attempts to transfer the Property or any interest therein in violation of this Agreement;

(e) **Insolvency.** Developer becomes insolvent, makes an assignment for the benefit of creditors, files or has filed against it any petition in bankruptcy or similar proceeding that is not dismissed within sixty (60) days;

(f) **Breach of Other Obligations.** Developer fails to perform any other material covenant or obligation under this Agreement, and such failure continues for thirty (30) days after written notice from Town, subject to reasonable extension for cure as provided above; ~~and~~

(g) **Cross-Default.** Any Event of Default occurs under the Promissory Note, Deed of Trust, or any other document executed in connection with this Agreement; ~~and-~~

(h) **Priority Default.** Developer permits any lien, encumbrance, mortgage, deed of trust, assignment of rents, security interest, or other claim to obtain priority over or parity with the Town's Deed of Trust or Assignment of Rents without the Town's prior written consent.

7.2 Remedies of Town. Upon the occurrence and continuation of an Event of Default, Town shall have the right, at its option and without limitation, to exercise any one or more of the following remedies:

- (a) **Acceleration.** Declare all amounts due under the Promissory Note immediately due and payable;
- (b) **Foreclosure.** Exercise all rights and remedies available under the Deed of Trust, including foreclosure and sale of the Property in accordance with Colorado law;
- (c) **Assignment of Rents.** Enforce the Assignment of Rents and Leases and collect all rents, income, and revenues from the Property;
- (d) **Specific Performance and Injunctive Relief.** Seek specific performance or injunctive relief to enforce the provisions of this Agreement, including the development obligations and affordability requirements;
- (e) **Step-In Rights.** Exercise its rights under Section 4.8 to enter upon the Property and cure defaults or complete the Project;
- (f) **Damages.** Recover all damages incurred by Town as a result of the default, to the extent permitted by law; and
- (g) **Cumulative Remedies.** Exercise any other rights and remedies available at law or in equity.

The remedies set forth herein shall be cumulative and the exercise of any remedy shall not preclude the simultaneous or subsequent exercise of any other remedy.

7.3 Default Interest. Upon the occurrence of an Event of Default, the interest rate under the Promissory Note shall automatically increase to the default rate specified therein, or if no default rate is specified, by an additional ____ percentage points per annum, until such default is cured.

7.4 Costs and Attorneys' Fees. Developer shall pay all reasonable costs and expenses incurred by Town in enforcing this Agreement or exercising its remedies, including reasonable attorneys' fees, court costs, and costs of collection, whether or not litigation is commenced.

7.5 No Waiver. No delay or failure by Town to exercise any right or remedy shall constitute a waiver of such right or remedy, and no waiver shall be effective unless in writing and signed by Town. Any waiver shall apply only to the specific instance for which it is given and shall not constitute a continuing waiver.

7.6 Right to Cure by Town. In addition to all other remedies, Town shall have the right, but not the obligation, upon written notice to Developer, to cure any default by Developer. Any amounts expended by Town in connection with such cure shall be deemed additional indebtedness secured by the Deed of Trust and shall bear interest at the default rate.

7.7 Survival. The provisions of this Article 7 shall survive Closing and shall remain in full force and effect until all obligations of Developer under this Agreement and the loan documents have been fully satisfied.

ARTICLE 8: PROJECT CONTROL AND OPERATION

8.1 Control of Project. From and after Closing, Developer shall have sole responsibility for and control over the development, construction, leasing, and operation of the Project, subject to the terms of this Agreement, the Affordability Covenant, and all applicable laws, regulations, and land use approvals. The Town shall not have approval rights over design, construction, or operational decisions except as expressly set forth in this Agreement or as required in its governmental capacity.

8.2 Compliance with Law and Approvals. Developer shall develop, construct, and operate the Project in compliance with all applicable federal, state, and local laws, ordinances, regulations, and approvals, including without limitation zoning, building codes, and any applicable development approvals.

8.3 No Ongoing Town Obligations. Except as expressly provided in this Agreement, the Town shall have no obligation to provide funding, financing, guarantees, or development services for the Project following Closing. Developer acknowledges that the Town is conveying the Property in furtherance of a public purpose and is not acting as a developer, contractor, or guarantor of the Project.

8.4 Access and Inspection Rights. Upon reasonable prior notice and during normal business hours, Town and its authorized representatives shall have the right to enter upon the Property for the limited purposes of verifying Developer's compliance with the terms of this Agreement and the Affordability Covenant, provided that such entry does not unreasonably interfere with construction or operations.

ARTICLE 9: ASSIGNMENT AND TRANSFER

9.1 Permitted Assignments. Developer may assign this Agreement, without Town's prior written consent, to (a) an affiliate of Developer, or (b) a single-purpose entity formed for the purpose of developing and operating the Project, provided that such assignee assumes in writing all obligations of Developer under this Agreement and the related loan and security documents.

9.2 Restricted Transfers. Except as provided in Section 9.1, Developer shall not sell, transfer, convey, or otherwise dispose of the Property or any direct or indirect ownership interest therein prior to completion of the Project without the prior written consent of the Town, which may be withheld in the Town's reasonable discretion.

9.3 Transfer After Completion. Following completion of the Project, Developer may transfer the Property, provided that: (a) the transferee assumes all obligations under this Agreement and the Affordability Covenant; and (b) such transfer does not result in a violation of any financing or affordability requirements.

9.4 No Release of Liability. No assignment or transfer by Developer shall relieve Developer of its obligations under this Agreement unless expressly agreed to in writing by the Town.

ARTICLE 10: MISCELLANEOUS

10.1 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action arising out of this Agreement shall lie exclusively in the District Court for Grand County, Colorado.

10.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, understandings, or agreements relating to the subject matter hereof.

10.3 Amendments. This Agreement may be amended only by a written instrument executed by both Parties.

10.4 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

10.5 Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, or sent by certified mail, return receipt requested, to the addresses designated by the Parties, or to such other address as either Party may designate by written notice.

If to Town:

Town of Granby
c/o Town Manager
PO Box 440
Granby, Colorado 80446

with copy to:
Krob Law Office, LLC
8400 E. Prentice Avenue
Suite 1500
Greenwood Village, Colorado

If to Developer: []

10.6 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

10.7 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom the waiver is asserted.

10.8 Further Assurances. Each Party agrees to execute such additional documents and take such further actions as may be reasonably necessary to carry out the intent of this Agreement.

10.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

10.10 Mutual Drafting; Interpretation. This Agreement has been negotiated and drafted by the Parties and their respective counsel, and no provision of this Agreement shall be construed for or against either Party based upon authorship or the identity of the Party or its counsel who drafted such provision. The Parties agree that this Agreement shall be interpreted fairly and not strictly for or against either Party.

10.11 Survival. All provisions of this Agreement that by their nature are intended to survive Closing, including without limitation payment obligations, indemnities, and covenants running with the land, shall survive Closing.

[signature pages to follow]

SIGNATURES

TOWN OF GRANBY

Joshua P. Hardy, Mayor

Attest:

Cody Mullinex, CMC, Town Clerk

DEVELOPER

By: _____

Its: _____

[notary block]

EXHIBIT A
Unit Mix and Affordability Requirements

MEMO



To: Mayor and Board of Trustees
From: Ted Cherry, Town Manager
Date: 09/08/2026
Re: NUCHE VILLAGE UPDATE
Department: Town Manager
Time of Agenda Item: 6:40 PM
Agenda Request No. 5

Subject

NUCHE VILLAGE UPDATE / TOWN MANAGER
6:40 PM

Summary

- One duplex unit is scheduled to close on Sept. 11
- The new director of the Fraser River Valley Housing Partnership toured the property
- New marketing materials are being worked on
- Sharon and Chris have been working on the Ute ceremony and open house event

Financial

none

Recommendation

none

MEMO



To: Mayor and Board of Trustees
From:
Date: 09/08/2026
Re: NUCHE VILLAGE HEARING BOARD APPOINTMENT
Department Administration
Time of Agenda Item 6:45 PM
Agenda Request No. 6

Subject

**NUCHE VILLAGE HEARING BOARD APPOINTMENT / TOWN MANAGER
6:45 PM**

Summary

Per the Nuche Village Community Housing Guidelines the Town Board has the responsibility to authorize a Hearing Board for Nuche Village. the Hearing Board would "hear and determine exceptions, violations, and any other future matters brought forward...for the purpose of determining a required course of action."

There are a number of items in the community guidelines which the hearing board could listen to including, but not limited to, if a unit can be rented per AMI guidelines, determining a owner's or potential owners meeting of residency criteria, business ownership approval, transfer requests, and owner grievances. As the current units are taken over by owners it will be important to have this in place.

The community guidelines can be found at this [link](#).

Financial

None

Recommendation

recommendation would be for the HOA board take on the responsibilities of the Hearing Board or have the Board of Trustees take on this role.

MEMO



To: Mayor and Board of Trustees
From: Nathan Krob, Town Attorney
Date: 09/08/2026
Re: CONSIDERATION, APPROVAL, AND RATIFICATION OF TOWN MANAGER
SEPARATION AGREEMENT
Department Town Attorney
Time of Agenda Item 6:55 PM
Agenda Request No. 7

Subject
CONSIDERATION, RATIFICATION, AND POSSIBLE APPROVAL OF TOWN MANAGER SEPARATION
AGREEMENT / TOWN ATTORNEY
6:55 PM

Attachments

Cherry Severance Agreement

SEVERANCE AGREEMENT AND GENERAL RELEASE

This SEVERANCE AGREEMENT AND GENERAL RELEASE ("Agreement") is made and entered into by and between the Town of Granby, Colorado ("Employer"), by and through its Mayor, and Ted Cherry ("Employee") (collectively referred to as the "Parties") on the terms and conditions set forth below.

WHEREAS, Employee has been employed by Employer since 2020 in the position of Town Manager (the "Employment").

WHEREAS, the Parties have decided that it is in their best interests to terminate the employment relationship for the mutual promises and agreements contained herein, including Employee's agreement to release any and all claims against Employer.

NOW THEREFORE, in consideration of and exchange for the promises, covenants, and releases contained herein, the Parties mutually agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein by this reference and are a material part of this Agreement.

2. **Effective Date.**

A. **Effective Date Of Separation.** Employee's termination and separation from all positions Employee holds with Employer shall be effective on October 15, 2026.

B. **Effective Date Of Agreement.** This Agreement shall become effective on the last date on which it is executed by Employee and Employer and after the expiration of the seven-day (7) Age Discrimination in Employment Act ("ADEA") revocation period described below in paragraph 6.C. of this Agreement ("Effective Date").

3. **Continued Employment Through Separation Date.** Unless otherwise directed by Employer, Employee shall continue to serve as Town Manager through the Separation Date and shall continue to faithfully and professionally perform the duties and responsibilities of that position. Employee shall reasonably cooperate with the Board of Trustees and other Town personnel to facilitate an orderly transition, including completing or transitioning pending matters, providing information regarding ongoing projects and responsibilities, and assisting with the transfer of records, responsibilities, and institutional knowledge. Employee shall continue to receive his regular salary and benefits through the Separation Date in accordance with Employer's ordinary payroll and benefit practices.

4. **Severance Benefits.** In further consideration for this Agreement, Employee shall be entitled to the following severance benefits ("Severance Benefits"):

- A. **Severance Payment.** Provided Employee does not revoke this Agreement as provided in paragraph 6.C. of this Agreement, Employer shall pay to Employee a lump sum equal to twelve (12) months' gross salary, less all customary and required withholdings and deductions (the "Severance Payment"). The gross amount of the Severance Payment is Two Hundred Ten Thousand Dollars (\$210,000.00). In addition to the Severance Payment, Employee shall remain entitled to the bonus provided for in Section 3 of the Town Manager Employment Agreement effective January 1, 2026, equal to 0.5% of the total amount of qualifying grant funds secured for and disbursed to Employer, subject to the exclusions and other terms set forth therein. The bonus shall be calculated based upon qualifying grant funds disbursed to Employer through the Separation Date and shall be paid to Employee with his final regular payroll payment, subject to all customary and required withholdings and deductions. Employee shall also be paid for all accrued and payable PTO in accordance with Employer's applicable policies, which payment shall be in addition to the Severance Payment. Subject to Town's compliance with this Agreement, Employee agrees he has been fully paid for all earned wages, overtime, paid leave, vacation time, benefits, and any other amounts due to him and that no further compensation is due to him.
- B. **Other Benefits.** Employer shall continue providing Employee and his immediate family the health insurance coverage provided to them as of the Separation Date for a period of three (3) months following the Separation Date, on the same terms and at the same Employer contribution level applicable immediately prior to the Separation Date. If continued coverage on such basis is not permitted under the applicable plan, Employer shall provide or pay for substantially equivalent continuation coverage for such three-month period.
- C. **Timing and Method of Payments.** Except for the bonus payment described in paragraph 4.A., Employee will not be entitled to the Severance Benefits provided herein in paragraph 4 until the occurrence of each of the following: (i) this Agreement is fully executed by the Parties hereto; and (ii) this Agreement becomes effective as provided in paragraph 2, above. The Severance Payment shall be made within ten business days of the Effective Date of Separation. The Severance Payment to be made to Employee under this Agreement shall be made by the Employer to the bank account that is on record with the Employer as of the Effective Date via wire transfer or direct deposit unless details for another bank account are communicated in writing by Employee to Employer.
- D. **Neutral Reference.** Employer agrees to provide Employee with no less than a neutral reference to any entity. A neutral reference shall mean that prospective employers will be advised only as to the dates of Employee's employment, Employee's most recent job title, and that Employee is

eligible for rehire.

5. Acknowledgments. Employee acknowledges that Employee would not otherwise be entitled to the Severance Payment set forth above were it not for Employee's covenants, promises, and releases set forth hereunder. Employee further acknowledges and agrees that upon receiving the Severance Benefits described above, Employee will have received all wages and other compensation or remuneration of any kind due or owed from Employer, including but not limited to all wages, overtime, or other wage premiums, bonuses, advances, vacation pay, severance pay, and any benefits to which Employee was or may become entitled or eligible.

6. Releases.

A. Release by Employee. In further consideration for the undertakings and promises of the Employer as set forth in this Agreement, Employee on Employee's own individual behalf and on behalf of Employee's agents, attorneys, subrogees, subrogers, successors and assigns, hereby unconditionally releases and forever discharges the Employer, and each of the Employer's employees, officers and officials, including its agents, servants, trustees, representatives, attorneys, insurance carriers, whether previously or hereafter affiliated in any manner, and the respective predecessors, successors, and assigns of all of the foregoing (collectively referred to hereinafter as "Released Parties"), from any and all claims, demands, actions, causes of action, obligations, charges, damages, liabilities, attorneys' fees, and costs of every kind and nature whatsoever, contingent, or non-contingent, matured or unmatured, liquidated or unliquidated, whether or not known, suspected or claimed, which Employee had, now has or may claim to have had as of the Effective Date against the Released Parties (whether directly or indirectly) or any of them, by reason of any act or omission whatsoever, concerning any matter, cause or thing, including, without limiting the generality of the foregoing, any claims, demands, causes of action, obligations, charges, damages, liabilities, attorneys' fees and costs relating to, arising out of, or based upon claims of harassment, discrimination, and/or retaliation in violation of local, State or Federal law; all claims of violation of public policy, including a claim for wrongful termination and/or constructive termination of employment; all claims based on tort, including claims for assault, battery, and sexual battery, and/or breach of contract, whether written or oral, express or implied, and any covenant of good faith and fair dealing; any claim for unlawful or unfair business practices; all claims for emotional distress; any and all claims which were or could have been asserted by Employee; and all claims generally relating to Employee's employment with, services rendered to, or on behalf of, the Employer, and the cessation thereof, including any alleged violation of any federal, state, municipal or other governmental statute, public policy, regulation or ordinance, including but not limited to the following: the Civil Rights Acts of 1866, 1964, and 1991,

as amended; 42 U.S.C. § 1981; the Fair Labor Standards Act (including the Equal Pay Act); the Employment Retirement Income Security Act, as amended; the ADEA, as amended; the Older Workers Benefit Protection Act (“OWBPA”); the Americans with Disabilities Act; the Family and Medical Leave Act, as allowed by law; the National Labor Relations Act; the Immigration Reform and Control Act; the Colorado Anti-Discrimination Act (“CADA”), the Personnel Files Employee Inspection Right Statute, the Colorado Labor Peace Act, the Colorado Labor Relations Act, the Colorado Equal Pay Act, the Colorado Equal Pay for Equal Work Act, the Colorado Healthy Families and Workplaces Act, the Colorado Minimum Wage Order, the Colorado Genetic Information Non-Disclosure Act, and the Colorado Constitution, including any amendments and their respective implementing regulations, or their state or local counterparts; or under any other federal, state or local civil or human rights law, or under any other local, state, or federal law, regulation or ordinance; or under any public policy, contract or tort, or under common law; or arising under any policies, practices or procedures of the Employer that may be legally waived and released. The identification of specific statutes is for purposes of example only and the omission of any specific statute or law shall not limit the scope of this general release in any manner.

- B. Non-Releasable Claims.** Notwithstanding the foregoing, Employee’s release does not release any claims that Employee cannot lawfully waive, including, but not limited to, Employee’s filing a charge with the Equal Employment Opportunity Commission and the Occupational Safety and Health Administration as long as Employee does not personally seek reinstatement, damages, remedies, or other relief as to any claim herein released by Employee. Employee further does not release any claims related to the breach of this Agreement by Employer.
- C. ADEA Provisions.** The Age Discrimination in Employment Act of 1967, as amended (“ADEA”) is a federal statute prohibiting discrimination on the basis of age in connection with employment, benefits and benefit plans. Employee’s signature on this Agreement is acknowledgement that he understands he is waiving, releasing and forever giving up any claims under the ADEA which Employee may have against Employer and the Employer Released Parties at the time he signs this Agreement. As required by federal law, EMPLOYER IS HEREBY ADVISING EMPLOYEE TO CONSULT WITH AN ATTORNEY concerning the terms of this Agreement. Employee has, at his option, twenty-one (21) days from the time he receives this Agreement to sign and deliver the Agreement to Employer, but he expressly waives his right to utilize this consideration period by his signature below.

Employee also has seven (7) days from the date he signs this Agreement to revoke the Agreement. This signed and dated Agreement becomes effective

and enforceable as of the Effective Date, which is the date when the seven (7) day revocation period has expired if Employee has not delivered a written revocation to Employer at the Employer's address before that time. Employee and Employer agree that delivery of Employee's revocation is not effective until written notice of the revocation is actually received by Employer at the Employer Notice Address within the seven (7) day revocation period. NO SEVERANCE PAYMENTS UNDER PARAGRAPH 4.A. OF THIS AGREEMENT WILL BE DUE TO EMPLOYEE UNTIL THE AGREEMENT IS SIGNED AND HAS BECOME EFFECTIVE. Employer will have no obligations under this Agreement should Employee exercise his right to timely revoke the Agreement or refuse to sign the Agreement.

D. Release by Employer. Employer hereby releases and forever discharges the Employee of and from any and all claims, demands, actions, causes of action, damages, costs and expenses which Employer now has or may have by reason of anything occurring, done or omitted to be done as of or prior to the Effective Date of this Agreement including, but not limited to, any and all claims related to Employee's employment with Employer and the termination of same; provided, however, that notwithstanding anything contained in this Paragraph 6, the Employer does not release Employee from (1) any claim related to any breach of this Agreement, including any claim or cause of action to enforce Employer's rights under this Agreement; and (2) any claim which cannot by law be released or which cannot be legally waived by private agreement between Employee and Employer.

E. Indemnification by Employer. Employer shall indemnify, defend and hold Employee harmless from and against any tort, professional liability, claim, demand, or other legal action asserted by any party other than the Town, arising out of an alleged act or omission occurring in the performance of Town Manager duties except in the case of any intentional violation of civil rights of any person or any intentional, willful, reckless, grossly negligent, or criminal conduct by Employee or when indemnification is contrary to law. The Town and/or its insurer may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to Employee.

7. Eligibility for Reemployment. Employee's separation from employment shall not render Employee ineligible for future employment with Employer. Employee shall be eligible to apply for and be considered for future employment opportunities with Employer on the same basis as other qualified applicants, subject to Employer's then-applicable hiring policies, procedures, and requirements. Nothing in this Agreement constitutes a promise or guarantee of future employment, preferential consideration, or reemployment.

8. Covenant to Return Employer Property. Employee hereby represents and warrants that no later than two (2) days after the Separation Date, Employee will return to

Employer all Employer property and documents in Employee's possession including, but not limited to: Employer files, notes, records, computer equipment, peripheral and/or communication devices, electronic media containing computer recorded information, tangible property, credit cards, entry cards, pagers, identification badges, keys, and any other items provided or entrusted to Employee.

9. Post-Separation Cooperation. Following the Separation Date, Employee agrees to reasonably cooperate with Employer regarding pending matters in which Employee was materially involved during his employment, including by providing information, assistance or honest and truthful testimony as reasonably requested by Employer or its legal counsel. Employer will endeavor to minimize any burden on Employee and to accommodate Employee's employment and other obligations when requesting such assistance.

10. Personnel Actions and Investigation. In consideration of Employee's covenants and obligations under this Agreement, Employer agrees that as of the Effective Date, it will take no further disciplinary or adverse personnel action against Employee arising from matters known to Employer as of the Effective Date, and any pending personnel investigation concerning Employee shall be deemed concluded. Nothing in this paragraph requires Employer to alter, destroy, remove, or withhold any existing public record or other record that Employer is required by law to maintain.

11. Public Records. The Parties acknowledge that this Agreement is a public record subject to disclosure under the Colorado Open Records Act and other applicable law. Employer shall maintain and disclose this Agreement in accordance with applicable law. Nothing in this Agreement shall require Employer to withhold from disclosure any record that is subject to disclosure under applicable law.

12. Non-Assignment of Rights. Employee warrants and represents that Employee has not heretofore assigned or transferred to any person not a party to this Agreement any released matter or any part or portion thereof and Employee shall defend, indemnify and hold harmless Employer from and against any claim (including the payment of attorneys' fees and costs actually incurred whether or not litigation is commenced) based on or in connection with or arising out of any such assignment or transfer made, purported or claimed.

13. Waiver of Recovery. Employee waives any right Employee may have to recover in any proceeding that results from a charge or action filed by Employee or by any other person or entity, including any state or federal agency. For example, Employee waives any right to monetary recovery or reinstatement if a charge or action is successfully brought by Employee, or any other person or entity, including any local, state or federal agency, against any person, entity, or corporation released by this Agreement. Employee's waiver of the right to monetary recovery or reinstatement also applies to any settlement of any charge or action brought by Employee or by any other person or entity, including any state, federal, or local agency.

14. Full and Knowing Waiver. By signing this Agreement, Employee certifies that:

- i. Employee has carefully read and fully understands this Agreement;

- ii. Employee was advised by the Employer in writing, via this Agreement, to consult with an attorney before signing this Agreement;
- iii. Employee has consulted with and been represented by an attorney of his choosing in connection with the negotiation and execution of this Agreement;
- iv. Employee understands that Employee is not waiving rights or claims that may arise after the date that this Agreement is executed;
- v. Employee agrees to the terms knowingly, voluntarily and without intimidation, coercion or pressure; and
- vi. Employee is giving up his right, if any, to sue the Employer for any alleged age discrimination. Employee understands that Employee has up to twenty-one (21) days after he receives this Agreement to consider whether to sign it. Employee acknowledges and affirms he understands that he may sign this Agreement before the end of the twenty-one (21) day consideration period, and that if Employee does so his shortening of the consideration period is knowing and voluntary. Employee further agrees that, after he has signed and delivered this Agreement to the Employer, this Agreement will not be effective or enforceable until the end of a seven (7) day revocation period beginning the day that Employee delivers this executed Agreement to the Employer. During this seven (7) day period, Employee may revoke this Agreement, without reason and in his sole judgment, but Employee may do so only by delivering a written statement of revocation to Employer. If the Employer does not receive a written revocation notice by the end of the revocation period, this Agreement will become legally enforceable and Employee may not thereafter revoke this Agreement. At the end of the seven (7) day revocation period, if Employee has not revoked the Agreement as described above, the Employee will be entitled to the Severance Payment, with such Severance Payment to be made as provided in Section 4.

15. Conditions of Breach by Employee or Employer. Employee specifically agrees that Employer's payments to Employee under this Agreement are made in return for Employee's obligations set forth in this Agreement. Employee further agrees that if Employee materially breaches any of the obligations set forth in this Agreement, or if any of the representations or statements made by the Employee in this Agreement are discovered to be untrue, Employer may stop providing the Severance Benefits. All of the other terms of this Agreement will remain in full force and effect. Employee further agrees that if Employee materially breaches any of the obligations set forth in this Agreement, such a breach would cause harm to Employer and its business, for which Employer may recover damages. Similarly, should Employer breach the terms of this Agreement, Employee is entitled to enforce the remaining terms of this Agreement and will be entitled to recover damages associated with that breach. In the event of any breach of this

Agreement by either party, the non-breaching party must provide notice of the breach within ten days of learning of the alleged breach and give the other party ten business days to cure any breach before bringing a civil action for damages or other relief. The parties agree that this notice and cure provision is a condition precedent to the commencement of any future judicial proceeding. This Agreement shall be interpreted under the laws of the State of Colorado both as to interpretation and performance.

16. Entire Agreement. This Agreement embodies the entire agreement of all the parties hereto who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the parties to this Agreement. The parties to this Agreement each acknowledge that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement; that they have not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance, not expressly set forth in this Agreement; and that no representation, inducement, promise, agreement or warranty not contained in this Agreement including, but not limited to, any purported settlements, modifications, waivers or terminations of this Agreement, shall be valid or binding, unless, following the execution of this Agreement, such a modification is executed in writing by all of the parties to this Agreement. This Agreement may be amended, and any provision herein waived, but only in writing, signed by the party against whom such an amendment or waiver is sought to be enforced.

17. Appropriation by Employer. Employer acknowledges that it has sufficient appropriations in its budget to pay the Severance Benefits set forth in paragraph 4, above.

18. No Admission of Wrongdoing. Employer and Employee both agree that they are not entering into this Agreement because of any wrongdoing or liability of the other party or on the part of any other individual or entity released in this Agreement. It is understood and agreed by the Parties that this Agreement represents a compromise and settlement for various matters and that the promises and payments and consideration of this Agreement shall not be construed as an admission of any liability or obligation by either party to the other party or any other person.

19. Voluntary. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties hereto. The Parties acknowledge that they have had ample opportunity to have this Agreement reviewed by the counsel of their choice and have utilized the benefit of their legal counsel in understanding their obligations under this Agreement.

20. Newly Discovered Facts. The Parties hereby acknowledge that they may hereafter discover facts different from or in addition to those that they now know or believed to be true when they expressly agreed to assume the risk of the possible discovery of additional facts, and they agree that this Agreement will be and remain effective regardless of such additional or different facts. The Parties expressly agree that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown or unsuspected claims, demands, causes of action, governmental, regulatory or enforcement actions, charges, obligations, damages, liabilities, and attorneys' fees and costs, if any, as well as those

relating to any other claims, demands, causes of action, obligations, damages, liabilities, charges, and attorneys' fees and costs specified herein.

21. General Terms and Conditions.

- A. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- B. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original Agreement, all of which together shall constitute one and the same instrument. Facsimile and Portable Document Format (.pdf) reproductions of original signatures shall be binding for the purpose of executing and enforcing this Agreement.
- C. Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected. This Agreement shall not be construed in favor of one party or against the other.
- D. The failure to insist upon compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.
- F. This Agreement, and all the terms and provisions contained herein, shall bind the heirs, executors, administrators, personal representatives, successors and assigns of each party, and inure to the benefit of each party, and their respective heirs, executors, administrators, personal representatives, agents, directors, officers, employees, servants, successors, and assigns.
- G. Employee acknowledges that Employer is a governmental entity entitled to the protections of the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S. ("the Act"). No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Act, as applicable now or hereafter amended.

TOWN OF GRANBY

EMPLOYEE

Dated: _____, 2026

Dated: _____, 2026

By: _____
Joshua P. Hardy, Mayor

By: _____
Ted Cherry

Attest:

Cody Mullinex, CMC, Town Clerk

Employee Initials _____

MEMO



To: Mayor and Board of Trustees
From: Cody Mullinex, Town Clerk
Date: 09/08/2026
Re: CONSENT AGENDA
Department Administration
Time of Agenda Item
Agenda Request No.

Subject
ACCOUNTS PAYABLE - SEPTEMBER 8, 2026
MINUTES - AUGUST 11, 2026

Summary
SEE ATTACHED

Financial
SEE ATTACHED

Attachments

ACCOUNTS PAYABLE
MINUTES

ACCOUNTS PAYABLE - September 8, 2026

PAYEE	ACCOUNT NO.	DESCRIPTION
ADMINISTRATIVE/PLANNING		
Column Software	01-0415-3370	25.48 Ord #1040 Ad
Executech	01-0415-1921	1,053.36 Computer Consultant
Grand County Accounting	01-0415-2310	35.00 August Fuel
Junxionet LLC	01-0415-3450	116.55 Admin Phones
Junxionet LLC	01-0419-3450	25.90 Community Development Phones
Mountain Town Tire & Lube	01-0419-3620	435.23 Repairs to Com Development Vehicle
Peak Digital Office Solutions	01-0419-3630	506.44 Admin Copy Charges
RICK Engineering	01-0419-1920	493.88 Code Update
ADMINISTRATIVE SUB-TOTAL		2,691.84
ECONOMIC DEVELOPMENT		
Destination Granby	01-0465-3811	2,500.00 Mainstreet Conference Reimbursement
MA Studios	01-0465-5020	13,370.20 Downtown Improvement Grant Reimbursement
Rocky Mountain Construction C	01-0465-4701	6,920.00 Concrete Pad for Sculpture
ECONOMIC DEVELOPMENT SUB-TOTAL		22,790.20
LEGISLATIVE		
Executech	01-0411-1921	1,219.68 Computer Consultant
Graves Consulting LLC	01-0411-1920	3,066.00 Org Culture Assessment 3 of 3
Mutual of Omaha	01-0000-2189	1,954.43 Life Insurance
Mutual of Omaha	01-0000-2187	698.35 Employee Insurance
Mutual of Omaha	01-0000-2176	2,504.76 Dental Insurance
Mutual of Omaha	01-0000-2190	365.88 Vision Insurance
LEGISLATIVE SUB-TOTAL		9,809.10
PARKS		
Builders FirstSource	01-0452-3660	98.68 R&M Parks
Country ACE Hardware	01-0452-3660	511.56 R&M Parks
Executech	01-0452-1921	166.32 Computer Consultant
Fastenal	01-0452-2330	1,045.00 Parks Supplies
Grand County Accounting	01-0452-2310	418.68 August Fuel
NAPA Auto Parts	01-0452-3620	27.20 R&M Parks Equipment
Tabernash Construction	01-0452-3660	375.00 Kaibab Park Sanolet
Tabernash Construction	01-0452-3660	150.00 Little League Ballfield Sanolet
Vector Disease Control	01-0452-3665	12,223.15 Mosquito Spraying Payment 6 of 6
PARKS SUB-TOTAL		15,015.59
POLICE/COURT		
Carlson & Carlson	01-0425-4121	900.00 Municipal Court Judge - August 2026
Country ACE Hardware	01-0421-2150	40.96 PD Ammunition Supplies
Devonshire LLC	01-0421-6506	4,800.00 Police Tenant Lease (1st, last & security)
Executech	01-0421-1921	1,607.76 Computer Consultant
Ferguson	01-0421-3660	191.36 Police Water Filter
Grand County Accounting	01-0421-2310	2,143.27 August Fuel
Junxionet LLC	01-0421-3450	142.56 Police Phones
KRW Associates	01-0421-3817	15,934.00 Police Chief Recruitment Final Payment
NAPA Auto Parts	01-0421-3620	130.70 R&M Police Equipment
POLICE SUB-TOTAL		25,890.61
PROGRAMS, PROJECTS & FACILITIES		
Country ACE Hardware	01-0475-3662	23.99 R&M Community Center
Downtowner	01-0475-7050	1,242.00 Granby Connect Software
Executech	01-0475-2114	1,118.85 Managed Security
Grand County Accounting	01-0475-7050	1,064.41 Granby Connect August Fuel
Nuche Village Resident Associa	12-0475-1923	2,210.00 Nuche Village HOA Dues
Town of Winter Park	01-0475-7100	23,510.21 June 2026 Transit Fees
PROG, PROJ, FAC SUB-TOTAL		29,169.46

RECREATION

Country ACE Hardware	01-0450-3660
De Lage Landen	01-0450-6505
East Grand School District	01-0450-7100
Executech	01-0450-1921
Grand County Accounting	01-0450-2310
Junxionet LLC	01-0450-3450
NAPA Auto Parts	01-0450-3620
Peak Digital Office Solutions	01-0450-3630

RECREATION SUB-TOTAL

51.92 R&M Soccer Dome
131.52 Rec Copier Lease
6,216.25 Summer Day Camp Bussing Expenses
554.40 Computer Consultant
460.12 August Fuel
38.85 Rec Phones
17.54 R&M Rec Equipment
33.33 Rec Copy Charges

7,503.93**STREETS**

Country ACE Hardware	01-0431-3620
Executech	01-0431-1921
Grand County Accounting	01-0431-2310
Grand County Road & Bridge	01-0431-3640
NAPA Auto Parts	01-0431-3620
Northwest Ranch Supply Inc	01-0431-3650
Zirkel	01-0431-3450

STREETS SUB-TOTAL

20.97 R&M Street Equipment
166.32 Computer Consultant
1,118.93 August Fuel
4,735.50 2026 Mag Chloride - CR 574 & CR 612
23.08 Shop Supplies
447.86 R&M Structures
99.95 Street Dept Internet

6,612.61**NSA - WATER ENTERPRISE FUND**

Colorado Analytical Lab	04-0433-2332
Country ACE Hardware	04-0433-1922
Country ACE Hardware	04-0433-2330
Executech	04-0433-1921
Grand County Accounting	04-0433-2310
Kumar & Associates	04-0433-9220
Ranch Creek Waste	04-0433-3660
Utility Notification Center	04-0433-4900
Velocity Constructors Inc	04-0433-9220
Zirkel	04-0433-3450

NSA - WATER SUB-TOTAL

353.00 NSA Lab Tests
267.89 NSA Janitorial Supplies
13.14 NSA Lab Supplies
388.08 Computer Consultant
172.27 August Fuel
1,683.10 NSA WTP Material Testing & Observation
81.00 NSA Trash Removal
54.71 NSA Locates
2,580,785.06 New NSA WTP Progress Billing
59.95 NSA Internet

2,583,858.20**SSA - WATER/SEWER ENTERPRISE FUND**

Browns Hill Engineering	05-0500-3665
Colorado Analytical Lab	05-0500-2332
Colorado Analytical Lab	05-0500-2332
Country ACE Hardware	05-0500-3620
Country ACE Hardware	05-0500-2530
Country ACE Hardware	06-0600-2530
Country ACE Hardware	05-0500-3665
Country ACE Hardware	05-0500-3640
Denver Industrial Pumps	05-0500-3665
Emerson LLLP	05-0500-3665
Executech	05-0500-1921
Executech	06-0600-1921
Grand County Accounting	05-0500-2310
Grand County Accounting	06-0600-2310
NAPA Auto Parts	05-0500-3620
Rocky Mountain Generator Supl	05-0500-3665
Rocky Mountain Generator Supl	06-0600-3631
Rocky Mountain Generator Supl	05-0500-4410
Spronk Water Engineers Inc	05-0500-3555
Spronk Water Engineers Inc	01-0000-1216
Utility Notification Center	05-0500-4900
Utility Notification Center	06-0600-4900

SSA - WATER SUB-TOTAL

945.45 O&M SSA Plant
136.00 SSA Lab Tests
478.00 SSA Lab Tests
45.97 R&M SSA Equipment
267.64 SSA Small Tools
82.22 SSA Small Tools
19.57 O&M SSA Plant
87.47 R&M SSA Wells
3,342.15 O&M SSA Plant
3,053.53 O&M SSA Plant
221.76 Computer Consultant
166.32 Computer Consultant
398.80 August Fuel
398.80 August Fuel
287.69 R&M SSA Equipment
4,994.00 Biannual Generator Services
3,378.00 Biannual Generator Services
4,975.00 Biannual Generator Services
687.50 SSA General Engineering
1,750.00 A/R Sun Communities - Water Engineering
27.36 SSA Locates
27.36 SSA Locates

25,770.59**MORaine PARK - WATER ENTERPRISE FUND**

Colorado Analytical Lab	44-0444-2332
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MP - WATER SUB-TOTAL

258.00 MP Lab Tests

258.00

WSA- WATER ENTERPRISE FUND

Colorado Analytical Lab	45-0445-2332	253.00 WSA Lab Tests
Grand County Accounting	45-0445-2310	215.06 August Fuel
NAPA Auto Parts	45-0445-3620	120.15 R&M SSA Equipment
Rocky Mountain Generator Supl	45-0445-4440	3,944.00 Biannual Generator Services

WSA- WATER SUB-TOTAL**4,532.21****CONSULTANTS**

SGM	04-0433-3555	170.00 Utilities
SGM	05-0500-3555	170.00 Utilities
SGM	01-0419-3550	1,199.00 Town Project Management
SGM	01-0475-7100	981.00 Medical Center Park n Ride
SGM	01-0475-3668	5,341.50 RV Dump Station Relocation
SGM	03-0431-9363	218.00 Warrant Analysis Ten Mile & Hwy 40
SGM	03-0431-9363	33,927.80 4th & Agate Traffic Signal
SGM	06-0600-3555	5,500.00 U8 & U6 Backbone Sewer Infrastructure
SGM	05-0500-3555	2,767.07 SSA Water Tap & Rate Study
SGM	04-0433-3555	245.25 NSA SFE Analysis
SGM	01-0000-1183	7,079.53 Granby Ranch
SGM	01-0000-1216	780.00 Sun Communities
SGM	12-0475-1923	436.00 Nuche Village
SGM	01-0000-1170	2,156.00 A/R East Grand School District
SGM	01-0000-1170	1,230.25 A/R Habitat for Humanity
SGM	01-0000-1170	64.75 A/R Summit Apartments
SGM	01-0000-1170	3,295.25 A/R 328 Eagles Nest Stop Work

CONSULTANTS SUB-TOTAL**65,561.40****ALREADY PAID**

8/25/2026 Comcast	Several A/C's	581.07 Town Hall Phones
Comcast	01-0475-3662	192.94 Community Center Internet
Executech	01-0475-2114	1,239.00 Cyber Security, MS 365, Exchange
Krob Law	Several A/C's	9,078.00 Gen Legal, A/R Several Accounts/bill-backs
Mountain Parks Electric	Several A/C's	22,430.17 Electricity
Quadient Leasing	01-0415-6506	641.25 Postage Machine Lease Payment

ALREADY PAID SUB-TOTAL**34,162.43****TOTAL CHECKS PAYABLE- September 8, 2026****\$2,833,626.17***TC 9/3/26*

VENDOR TOTALS FOR September 8, 2026 PAID OR TO BE PAID

Browns Hill Engineering	945.45 O&M SSA Plant
Builders FirstSource	98.68 R&M Parks
Carlson & Carlson	900.00 Municipal Court Judge - August 2026
Colorado Analytical Lab	1,478.00 SSA, NSA, MP & WSA Lab Tests
Column Software	25.48 Ord #1040 Ad
Comcast	581.07 Town Hall Phones
Comcast	192.94 Community Center Internet
Country ACE Hardware	1,433.30 R&M SSA Plant, Small Tools, R&M Parks
De Lage Landen	131.52 Rec Copier Lease
Denver Industrial Pumps	3,342.15 O&M SSA Plant
Destination Granby	2,500.00 Mainstreet Conference Reimbursement
Devonshire LLC	4,800.00 Police Tenant Lease (1st, last & security)
Downtowner	1,242.00 Granby Connect Software
East Grand School District	6,216.25 Summer Day Camp Bussing Expenses
Emerson LLLP	3,053.53 O&M SSA Plant
Executech	6,662.85 Computer Consultant
Executech	1,239.00 Cyber Security, MS 365, Exchange
Fastenal	1,045.00 Parks Supplies
Ferguson	191.36 Police Water Filter
Grand County Accounting	6,425.34 August Fuel
Grand County Road & Bridge	4,735.50 2026 Mag Chloride - CR 574 & CR 612
Graves Consulting LLC	3,066.00 Org Culture Assessment 3 of 3
Junxionet LLC	323.86 Admin, PD, Rec, CD Phones
Krob Law	9,078.00 Gen Legal, A/R Several Accounts/bill-backs
KRW Associates	15,934.00 Police Chief Recruitment Final Payment
Kumar & Associates	1,683.10 NSA WTP Material Testing & Observation
MA Studios	13,370.20 Downtown Improvement Grant Reimbursement
Mountain Parks Electric	22,430.17 Electricity
Mountain Town Tire & Lube	435.23 Repairs to Com Development Vehicle
Mutual of Omaha	5,523.42 Life, Employee, Dental, Vision Insurance
NAPA Auto Parts	606.36 R&M PD, Parks, Rec, SSA, WSA Equipment
Northwest Ranch Supply Inc	447.86 R&M Structures
Nuche Village Resident Association	2,210.00 Nuche Village HOA Dues
Peak Digital Office Solutions	539.77 Admin & Rec Copy Charges
Quadient Leasing	641.25 Postage Machine Lease Payment
Ranch Creek Waste	81.00 NSA Trash Removal
RICK Engineering	493.88 Code Update
Rocky Mountain Constuction Co LLC	6,920.00 Concrete Pad for Sculpture
Rocky Mountain Generator Supply	17,291.00 Biannual Generator Services
SGM	65,561.40 Consultant
Spronk Water Engineers Inc	2,437.50 SSA General Engineering A/R Sun Comm.
Tabernash Construction	525.00 Kaibab Park & Little League Ballfield Sanolet
Town of Winter Park	23,510.21 June 2026 Transit Fees
Utility Notification Center	109.43 NSA & SSA Locates
Vector Disease Control	12,223.15 Mosquito Spraying Payment 6 of 6
Velocity Constructors Inc	2,580,785.06 New NSA WTP Progress Billing
Zirkel	159.90 Street Dept & NSA Internet
VENDOR TOTALS	<u>2,833,626.17</u> Reviewed by Town Manager- <u>TC 9/3/26</u>

**TOWN OF GRANBY
BOARD OF TRUSTEES
MINUTES
TUESDAY, AUGUST 11, 2026
5:30 PM- Workshop
6:00 PM- BOT**

BOARD MEMBERS PRESENT: Mayor Joshua P. Hardy, Mayor Pro-Tem Deborah Shaw, Trustees Sharon Silva, Michael Mahoney, Chris Michalowski, Rebecca Quesada, and Seth Stern.

BOARD MEMBERS ABSENT: None

STAFF PRESENT: Town Manager Ted Cherry, Town Attorney Nathan Krob, Interim Police Chief Andrew Sidener, Finance Director Derek Assmann, and Town Clerk Cody Mullinex, who recorded the meeting. Zoom was also used. Minutes are summarized.

TIME: 5:00 Dinner
5:30 Workshop
6:00 BOT Meeting

BY: Mayor Joshua P. Hardy

LOCATION: Town Hall Board Room, Zero Jasper Avenue, Granby, CO

BOARD OF TRUSTEES WORKSHOP

MAYOR HARDY TO CALL THE BOARD OF TRUSTEES WORKSHOP MEETING TO ORDER AT THE TOWN HALL, ZERO JASPER AVENUE

5:30 PM

Mayor Hardy called the workshop to order. Any conflicts of interest? None.

WILDFIRE RESILIENCY CODE WORKSHOP

5:30 PM

Hardy introduced the workshop topic. Grand Fire Chief Brad White spoke to the Board.

Note: Minutes are not taken for workshops.

BOARD OF TRUSTEES MEETING

MAYOR HARDY TO CALL THE REGULAR MEETING OF THE TOWN OF GRANBY BOARD OF TRUSTEES TO ORDER AT THE TOWN HALL, ZERO JASPER AVENUE

6:13 PM

Hardy called the regular meeting to order. Pledge of allegiance. Any conflicts of interest? None.

REGULAR AGENDA ITEMS

UNSCHEDULED PUBLIC COMMENTS - COMMENTS ARE LIMITED TO 3 MINUTES

6:14 PM

Tammy Cowgill, 296 CR 611, had concerns about the sprinklers running at Morales Park and Kaibab Park while we are in severe drought.

Daniela Gosselova, 505 E. Spruce Drive, commented on washing her windshield at Morales Park and watering weeds at Winter Park employee housing. She also spoke about the wildfire resiliency code topic.

No other comments.

**NSA PLANT NAMING DISCUSSION / MAYOR & PUBLIC WORKS DIRECTOR
6:21 PM**

Hardy introduced the topic and Public Works Director, Doug Bellatty, spoke to the Board about naming the new North service area (NSA) water plant after former long time town employee Scott Holley. The current plant is named after Mr. Holley.

Stern moved to approve naming the new NSA Scott Holley building and giving the old sign to Tina Holley. Hardy seconded. All yes. Motion passed.

**REVEGETATION AND TREE PLANTING AT GRANBY TRAILS WITH CSFS
GRANTS / DANIELA GOSSELOVA, TOWN RESIDENT & KATLIN MILLER,
EXECUTIVE DIRECTOR, MIDDLE PARK CONSERVATION DISTRICT
6:24 PM**

Hardy introduced the topic and Town Resident, Daniela Gosselova presented information on the Colorado Urban & Community Forestry Grant Program to the Board (Katlin Miller was unable to attend).

Board and Gosselova discussed the topic.

The Board asked Gosselova to come up with a small project idea and Gosselova said she would be willing to start it.

Gosselova will come back with more information at a future meeting.

**ORDINANCE NO. 1040 - AN ORDINANCE AMENDING CHAPTER 5.05 AND ADDING
CHAPTER 5.06 TO THE GRANBY MUNICIPAL CODE REGARDING THE
REGULATION OF PEDDLERS, MOBILE VENDORS, SOLICITORS, AND
CANVASSERS / TOWN CLERK
6:48 PM**

Hardy introduced the proposed ordinance and Town Clerk Mullinex gave the Board a summary of the proposed code revisions to section 5.05 of the town code and the addition of section 5.06 pertaining to mobile vendors.

Board discussed the topic and concerns regarding the distance requirements.

Mullinex gave the Board more information and said they could amend the distance requirement concerns and effects on private property at another time if they would like to discuss that topic further in the future.

Silva moved to approve Ordinance 1040. Stern seconded. Roll call: All yes. Motion passed.

**2 CHEVY TAHOE PURCHASES FOR POLICE DEPARTMENT
6:57 PM**

Hardy introduced the topic and Interim Police Chief Sidener spoke to the Board regarding 2 vehicle purchases for the police department.

Board and staff discussed the topic.

Cherry stated that if the Board did not want to trade in a vehicle, the request would be for \$162,000.

Quesada moved to approve the 2 Chevy Tahoe purchases with the trade in to keep the purchase price at \$149,000. Shaw seconded. Roll call: Stern, no; Michalowski, no; Quesada, yes; Shaw, yes; Mahoney, no; Silva, no; and Hardy, yes. Motion denied.

Hardy asked if there is another motion?

Stern moved to approve the 2 Chevy Tahoe purchases without the 1 trade in for a price of \$162,000. Mahoney seconded. Roll call: Silva, yes; Mahoney, yes; Shaw, no; Quesada, no; Michalowski, no, Stern, yes; and Hardy, no. Motion denied.

Hardy asked if there was a 3rd motion.

Staff and Board discussion continued.

Stern motioned to trade in 1 and purchase 1. Michalowski seconded.

Cherry asked for more specific information.

Board and staff discussion continued.

Mahoney moved to purchase the 2026 Chevy Tahoe Heavy Duty with LAWS outfitting up to \$85,000 with no trade in. Stern seconded. Roll call: Stern, yes; Michalowski, yes; Quesada, no; Shaw, no; Mahoney, yes; Silva, no; and Hardy, yes. Motion passed.

BREAK AT 7:16 PM

BACK IN SESSION AT 7:24 PM

PERMISSION TO USE POLHAMUS PARK FOR SPECIAL EVENT LIQUOR PERMIT FOR ART IN THE PARK / TOWN CLERK

7:24 PM

Hardy introduced the topic and Mullinex provided a summary to the Board for Destination Granby's request to serve alcohol at the Art in the Park event at Polhamus Park.

Stern moved to approve granting permission for Destination Granby to use Polhamus Park for the special event liquor permit for Art in the Park. Shaw seconded. Roll call: All yes. Motion passed.

NUCHE VILLAGE UPDATE / TOWN MANAGER

7:24 PM

Hardy introduced the item and Cherry gave the Board an update on Nuche Village sales and marketing. A new title commitment had to be ordered for the property. Paul is confident they will be able to close on time. Cherry suggested a budget of up to \$20,000 for marketing.

Mahoney asked who is handling the contracts without a realtor?

Cherry said that he is handling the contracts and Krob is reviewing.

Board and Cherry discussed the topic and potential concerns.

Silva motioned to support a marketing budget of up to \$20,000. Shaw seconded. Roll call: Stern, no; Michalowski, yes; Quesada, no; Shaw, yes; Mahoney, yes; Silva, yes; and Hardy, yes. Motion passed.

NUCHE VILLAGE BUYER ASSISTANCE

7:34 PM

Hardy introduced the topic and Cherry spoke to the Board about down payment concerns at Nuche Village. A suggestion from Chris Surprenant would be for the Town to offer down payment assistance by way of seller concessions for up to \$8500 per property.

Board and staff discussed the topic and other options.

Michalowski moved to approve the seller concession not to exceed \$8500 per home until December 31, 2026. Shaw seconded. Roll call: Silva, yes; Mahoney, yes; Shaw, yes; Quesada, no; Michalowski, yes; Stern, no; and Hardy, yes. Motion passed.

CONSENT AGENDA

ACCOUNTS PAYABLE - AUGUST 11, 2026 MINUTES - TO REVIEW AT NEXT MEETING

Hardy asked if there were any questions on accounts payable from August 11, 2026?

Mahoney asked about several charges that are the same amounts and same billing numbers?
Cherry responded.

Mahoney asked about an SSA utility trailer expense? Assmann will get clarification on that and get back to the Board.

Silva asked about a power wash and paint expense? Cherry responded.

No other questions.

Silva moved to approve accounts payable. Shaw seconded. All yes. Motion passed.

CHAIR AND STAFF UPDATES

Administrative / Mayor Hardy, Mayor Pro-Tem Shaw, Trustee Quesada

- **Town Clerk** - Mullinex gave an election update.
- **Finance Director**- Assmann reported on end of month financials. Trending in the right direction with sales tax. Budget process begins today.

Economic Development / Trustee Silva

Silva said the last Music and Market is Thursday. August 19th is the small developer workshop at the library. Interviews for the new Destination Granby director will be held next week. Small town social is August 30th at Granby Ranch from 1-4 pm. Art in the Park is September 6th. Volunteers are needed for Art in the Park.

Stern said they had the summer/fall mixer last Tuesday at the Fair.

Housing / Trustee Michalowski

None

Public Safety / Trustee Quesada

Quesada reported on police department statistics and spoke about flock camera inquiries.

Public Works / Trustee Mahoney

Mahoney said they are still sweeping streets and helping with the major road projects. Also striping streets, weed mitigation, and regular maintenance.

Recreation / Trustee Michalowski

Touch a truck event this Saturday at the rodeo grounds. Rocky Mtn Rep wrapped up their youth theatre camp and the Town is one of the program sponsors.

Hardy said there was also a youth pickleball camp last Saturday.

Town Attorney's Update

Krob asked if the Board would like to reconsider the Wildfire Resiliency Code.

Quesada would like to have more information if it is brought back to the Board.

Town Manager's Update

Cherry said the PD Chief interviews are set for the 20th and 21st. It will be a community event. Heard back from GOCO on trail funding and we did not get selected. Granby Ranch said thank you to the Board for coming by.

Mayor's Update

Hardy attended the Fair for the Mayor's pie contest and Commissioner cookie contest and there was a great turnout.

Community Development / Trustee Stern

Stern motioned to go into executive session to discuss personnel matters and asked Krob to formalize that.

Krob asked Stern if he could be more specific and they could form it together.

Stern replied that it is related to the Community Development Director's (Carin Aichele) resignation.

Krob stated the motion would be to enter executive session to discuss a personnel matter under C.R.S. 24-6-402 (2)(f), based on the resignation of the Community Development Director.

Krob then asked if we confirmed with the Community Development Director if she would like it to be outside of...

Stern said he told her that he would be having this conversation tonight and she didn't suggest that she was coming off vacation to be a part of it.

Krob responded that normally you want to have their consent to have it in executive session, otherwise they can be pulled out. He suggested that they call her, so her rights are not violated.

Stern attempted to contact Ms. Aichele by phone without success.

Hardy said he didn't feel comfortable entering executive session without the employee's knowledge.

Stern then shifted his motion to discuss the Town Manager as well or instead. He said there is a conversation that he needs to have based on information he has and he does not want to have it in open session if that is not required.

Krob confirmed that it is regarding the Town Manager?

Stern said yes.

Krob asked Ted (Cherry) if he was comfortable having an executive session or if he would like it to be in open session?

Cherry replied, not without his legal counsel available.

Krob said they could have it in open session or um...

Stern proceeded to discuss the topic. He said the Community Development Director, that was selected by the Town Manager to start the program has now resigned. She resigned because the situation when she went from a contract employee to an actual Town employee...the environment became toxic. She has a number of valid points regarding how the program was asked to be run, that were basically told that she was wrong. The unfortunate reality of the situation is that he has been told by at least 4 or 5 women in the community who are in positions of non-profit work or boards that Ted has a tendency to become extremely condescending and confrontational as soon as there is any push back. He admitted that he has never seen this happen with any of our female trustees nor would he expect that it would because they are all in a position of authority over him. He is exceedingly concerned that we are going to learn other personnel due to the environment in Town Hall right now and this has nothing to do with how he feels about Ted personally. He thinks Ted is a good person, but when it comes down to it, he ran on a platform of transparency and accountability, and the fact of the matter is that he doesn't think the job is being done very well. We lost Lindsey (Morrow) to a great deal because of how Ted tends to do business.

Hardy said no.

Stern said it played a role.

Hardy replied it did not. He said after Stern, called Lindsey to solicit this information from her, she called him and informed him that she was not comfortable with Stern reaching out to her and that this has nothing to do with her business, and she did not feel uncomfortable with her interactions with Ted.

Stern said that he is specifically talking about the change that we are no longer prequalifying our applicants. He does not know what the solution to any of this is, probably over half the Board still supports Ted and he felt it was important to express that Ted does not currently have the full Board's confidence, including his own.

Michalowski added that we are hiring an outside firm to look into this?

Stern replied, for one specific issue because since that started she has now resigned because of how things continue to be done in Town Hall. He also said there was an employee satisfaction survey that has been conducted that we paid for that nobody has seen.

Silva asked if the questions to the employees was with one employee or the whole staff?

Krob said the investigation is just the one complaint, and it is in the final phases.

Quesada said we don't have information yet and once again we have jumped the gun on something that we don't have full information on yet.

Stern said he does not feel that he is jumping the gun considering the fact that she feels she needs to leave at this time. Not to mention, she was picked specifically for her expertise and her expertise was rejected nearly immediately as soon as she started providing it. This is just the general climate that he is seeing and hearing about from residents as well. This is not about a personal grudge that he has with Ted because Ted has never done anything to him.

Quesada said she feels that if these people have problems they should come up front and voice them instead of allowing someone else to speak for them.

Stern said their elected rep?

Quesada replied that whatever it is they need to be here and to call this out in public is a little preemptive.

Stern said the Community Development Director has resigned and if this Board would like to continue to take advantage of her expertise, she is willing to stay in her position as an independent contractor. He believes she has invaluable experience and guidance and she has pointed out inefficiencies in Town Hall that could save serious money.

Hardy said that would be her opinion.

Stern replied that based on her expert opinion, yes. He anticipated that they weren't going into executive session but he hoped they would because he wanted this to be a conversation. The fact of the matter, as far as he sees it, and he doesn't know what a great Town Manager looks like admittedly, but he knows what bad management looks like and the fact of the matter is there are a lot of issues taking place. He thinks most of it is the same thing that led to the Assistant Manager leaving, which is that our Town Manager does not have someone directly supervising and knows everything he is actually doing.

Shaw said she has been on this Board with 5 Town Managers, and he is the best Town Manager we have ever had.

Stern said the public disagrees.

Shaw replied that she would like to know who the public is? She is tired of hearing...

Hardy asked everyone to stop.

Silva said they are bringing a lot of opinions in, and she thinks it should be more structured.

Mahoney said he is only hearing hear say.

Shaw agreed.

Silva feels that they are talking for other people, and she thought the questionnaire was more inclusive than one person.

Krob said there were 2 things. A questionnaire that he knows nothing about, and an investigation based on a single complaint.

Silva thought the investigation was going to be more general.

Krob apologized if there was any misrepresentation, but he tried to make it clear that it was based on a single complaint.

Mahoney said if you are looking for a toxic work environment, then you would be looking at more than one person, it would be the whole workplace.

Krob responded that maybe reviewing the report in executive session would make more sense to proceed at this point. There have been some grievances aired but maybe there are no steps to be taken at this time until they are fully informed.

Stern asked if they had an employee satisfaction survey or some form that went out to the staff?

Cherry responded that he is not talking right now.

Stern said they are in open meeting and asked if Derek or Cody knew about one they answered?

Mullinex said yes.

Assmann said yes. There was an anonymous survey sent out by Graves Consulting for staff members to complete at their own discretion.

Cherry said yes there is and it is scheduled to go out to department heads on Thursday and it is scheduled to go to the entire staff on the 24th.

Stern replied ok. He said there was nothing he intended on motioning on other than executive session. He hopes things turn around but the Town Manager does not have his support at this time.

Mullinex asked the Board members to take some time to speak to staff, department heads specifically because she feels personally that the toxic workplace that she has experienced and the uncomfortable feeling here is coming from a Trustee, not from any other staff member. Particularly, that Trustee's communication with a particular staff member. She asked that they all get feedback from others before making any decisions.

Silva said she is curious as to what the survey said.

Mullinex replied that will be a huge help to them as well.

Assmann said the survey consisted of 17 questions and each question ranges from strongly agree to strongly disagree. There were 4 fill in the blank questions where staff members could voice

their opinions on work environment, management, the Board, and whatever they wanted to discuss. That is what the survey consisted of.

Silva said the survey would be available August 24th?

Cherry said the survey is being presented, as long as he can get a staff meeting pulled together, on the 24th.

Hardy asked for a motion to adjourn if there was no further business?

MEETING TO ADJOURN

8:15 PM

Shaw moved to adjourn the meeting. Stern seconded. All yes. Meeting adjourned.

BOARD OF TRUSTEES

ATTEST:

Cody Mullinex, CMC
Town Clerk

Joshua P. Hardy, Mayor

MEMO



To: Mayor and Board of Trustees
From: Cody Mullinex, Town Clerk
Date: 09/08/2026
Re: CHAIR AND STAFF REPORTS
Department: Town Clerk
Time of Agenda Item
Agenda Request No.

Subject
CHAIR AND STAFF REPORTS

Attachments

PUBLIC WORKS UPDATE
REC DEPT UPDATE
POLICE DEPT UPDATE

TOWN OF GRANBY BOARD OF TRUSTEES - MEMORANDUM

TO: TOWN OF GRANBY BOARD OF TRUSTEES
FROM: DOUGLAS BELLATTY, TOWN OF GRANBY PUBLIC WORKS

DATE: SEPTEMBER 2026

RE: PUBLIC WORKS INCLUDING STREETS, PARKS, BUILDINGS, OPEN SPACE AND SSA, NSA, WSA AND MORAINES PARK WATER AND SEWER SERVICE AREAS

ITEMS, ISSUES AND PROJECTS GRANBY PUBLIC WORKS STAFF WILL CONTINUE TO WORK ON THROUGHOUT THE 2026 YEAR.

WATER PUMPING NUMBERS FOR EACH SERVICE AREA IN THE PREVIOUS MONTH:

NORTH SERVICE AREA WATER TREATMENT PLANT = 6,410,000 GALLONS.

NORTH SERVICE AREA NON-POTABLE WATER = UP AND RUNNING 2,450,000 GALLONS.

SOUTH SERVICE AREA WATER TREATMENT PLANT = 10,344,000 GALLONS

MORAINES PARK AREA WATER TREATMENT PLANT = 437,000 GALLONS.

WSA SERVICE AREA WATER TREATMENT PLANT = 1,485,000 GALLONS.

WSA TO NSA EMERGENCY POTABLE WATER DELIVERIES SHUT DOWN NO DELIVERIES.

SSA SOLAR FIELD ENERGY PRODUCTION DATE = 285.4 MWh.

BULK WATER STATION PRODUCTION 900,698 GALLONS YTD TOTAL.

- 1) RE-SETTING BRICKS AROUND THE TREES ON MAINSTREET.**
- 2) SHOP MAINTENANCE AND CLEANING THROUGHOUT.**
- 3) CONTINUED STREET SWEEPING.**
- 4) NSA WATER TREATMENT PLANT CONSTRUCTION MEETINGS AND OVERSIGHT.**
- 5) MAINTAINING STREET EQUIPMENT.**
- 6) LIFT STATION MAINTENANCE.**
- 7) DEVELOPMENT REVIEW COMMITTEE MEETINGS.**
- 8) ADJUSTMENT AND CLEANING OF SYSTEM SOLAR ARRAYS.**
- 9) MAINTAINING NEW BUDGETS.**
- 10) BUILDING MAINTENANCE.**
- 11) WATER STAFF SCHOOL AND TRAINING FOR CERTIFICATIONS AND COMPLIANCE.**

- 12) **VARIOUS WATER SYSTEM INFRASTRUCTURE SITE INSPECTIONS.**
- 13) **WATER QUALITY TESTING.**
- 14) **SYSTEMS METER READS.**
- 15) **ROUND THE CLOCK ON CALL STATUS.**
- 16) **WATER STAFF OVERSIGHT OF CONSTRUCTION THROUGHOUT GRANBY.**
- 17) **TESTING EQUIPMENT CDPHE REQUIRED CALIBRATION AND MAINTENANCE.**
- 18) **TOWN WATER RIGHTS AND AUGMENTATION.**
- 19) **SSA TANK AND SYSTEM INSPECTIONS.**
- 20) **WSA TANK AND SYSTEM INSPECTIONS**
- 21) **NSA TANK AND SYSTEM INSPECTIONS**
- 22) **CDPHE MEETINGS WITH GRANBY STAFF.**
- 23) **ONGOING LEAD AND COPPER TESTING IN ALL SERVICE AREAS.**
- 24) **CDPHE CORRESPONDENCE AND DOCUMENTATION.**
- 25) **WATER HYDRANT REPAIR WORK.**
- 26) **CUSTOMER RELATIONS.**
- 27) **NSA WATER PLANT MAINTENANCE.**
- 28) **MORaine PARK WATER PLANT MAINTENANCE.**
- 29) **SSA WATER PLANT MAINTENANCE**
- 30) **BACKFLOW/ CROSS CONNECTION CONTROL MAINTENANCE AND COMPLIANCE.**
- 31) **ONGOING SSA, NSA AND WSA WATER TREATMENT PLANT PROCESS ADJUSTMENTS AND TWEAKING.**
- 32) **CONSTRUCTION AND PRE-CONSTRUCTION MEETINGS.**
- 33) **STREET LICENSE RECERTIFICATIONS (CDL).**
- 34) **ELEVATOR INSPECTIONS/MAINTENANCE.**
- 35) **TELEMETRY COMMUNICATION SYSTEM MAINTENANCE.**
- 36) **STAFF SAFETY MEETINGS.**
- 37) **TREATMENT CHEMICAL ORDERS, DELIVERIES AND TRANSFERS.**
- 38) **SERVICE LINE INSPECTIONS AND REPAIRS**
- 39) **WATER METER INSTALLS AND REPAIRS.**
- 40) **PUMP, TRUCK AND LIFT STATION MAINTENANCE.**
- 41) **PUBLIC WORKS DEPARTMENT STAFF PTO LEAVE.**
- 42) **T.O.G. BOARD MEETINGS.**
- 43) **GRAND COUNTY WATER INFORMATION NETWORK MEETINGS (GCWIN).**
- 44) **LEARNING BY DOING (LBD) TECHNICAL COMMITTEE MEETINGS.**
- 45) **RESPONDING TO SEVERAL SYSTEM ALARMS AND ISSUES.**
- 46) **FIRE EXTINGUISHERS INSPECTIONS**
- 47) **ELEVATOR INSPECTIONS.**

- 48) DISTRIBUTION AND COLLECTION SYSTEM MAINTENANCE AND INSPECTIONS.**
- 49) VEHICLE AND EQUIPMENT MAINTENANCE.**
- 50) GCMDRC BOARD MEETINGS.**
- 51) PROVIDING SAFE, FRESH, DRINKING WATER AND SAFE, WELL-MAINTAINED STREETS TO DRIVE ON AND PARKS TO PLAY IN.**

Granby Recreation Department Board Update, September 8th, 2026

James Farris – Recreation Director

Summer Day camp has concluded and we are back in our routine of school day camps. We will run our After School program everyday GES has school from 4:15-6:00pm during the school year. We will also be hosting Friday Day camps on Fridays throughout the school year as well. Friday camps will begin September 11th.

Youth Soccer practices have begun. We have a total of 104 kids signed up through Granby Rec for soccer this fall. Games will take place on Saturdays beginning September 12th. Granby will host games on September 26th and October 3rd.

Wolverine Youth Cheer is underway. We have 30 cheerleaders signed up for this years program. We will cheer at two home Wolverine football games, and then do one halftime performance during a Middle Park HS football game on October 10th.

Ken Crossman, who has been our Karate instructor for the past five years, is moving to Tennessee. Ken has been an incredible instructor for the youth and adults in the community over the past five years and he is going to be greatly missed. Ken has been able to give us a viable replacement with tons of experience. Ryan Lokteef will be Ken's replacement and he will be taking over for Ken in October. We are happy to have Ryan on board to continue the program.

A few more upcoming programs we have are:

- Youth Dance beginning in October
- Little All-Stars Soccer beginning in October
- Adult Coed Volleyball beginning in November

Statistics

Granby Police Department activity between 07/28/26 and 09/3/26. The Granby Police Department responded to 282 calls for service. 35 traffic stops were made. 29 of the traffic stops made were for violations observed on Agate Avenue. The Granby Police Department conducted 30 patrols specifically looking for traffic violations on Agate Avenue. 1 Physical Disturbance and 1 Verbal Disturbance.

Staff Update

The Police Department has extended two conditional offers to two lateral candidates. A third interview is scheduled for this week. The officers' rest areas have been moved to an apartment.