

TOWN OF GRANBY

Board of Trustees

MEETING DATE: MARCH 10, 2020

- Consent Agenda**
- Resolution or Ordinance**
- Citizen Requests**
- Public Hearing**
- Committee/Staff Reports:**
- TOWN CLERK**
- FINANCE DIRECTOR**
- BUILDINGS AND STREETS**
- ECONOMIC DEVELOPMENT**
- PUBLIC SAFETY**
- RECREATION**
- WATER DEPARTMENTS**
- MAYOR**
- TOWN MANAGER**
- TOWN ATTORNEY**
- Other**
- Executive Session**
- Workshop**

TIME OF AGENDA ITEM: 6:30 PM

Agenda Request No. 5

**MEETING TO BE HELD AT:
Town Hall, Zero Jasper Avenue
Granby, CO 80446**

**(5) PROFESSIONAL SERVICES AGREEMENT DISCUSSION / TOWN MANAGER
6:30 PM**

MEMO



To: Mayor and Board of Trustees
From: Ted Cherry, Town Manager
Cc: Deb Hess, Town Clerk
Date: 3.10.2020
Re: Professional Services Agreement – Jeff Burns

Background: Previously the Board had directed staff to formalize an agreement with Jeff Burns to assist in the recovery of the surety bonds for Granby Ranch. An agreement was created by Nathan and Scott Krob and presented to Mr. Burns. The agreement has not been completely hammered out at this time, but will be given to the Board before the meeting.

Previously the Board had discussed a “do not exceed” amount of \$10,000. The current contract has terms of \$250 per hour with a \$2,500 minimum and a \$10,000 deposit. If the expenses were to exceed \$10,000 an amendment to the contract would need to be done. The remaining portions of the contract are straight forward language. Currently the contract is still being worked on, but a copy of this will be provided before the Board meeting.

Portions of the scope of services are beyond what has been discussed by the board. The three main items of the scope are below.

1. Support in surety bond recovery
2. Coordinating recovery contributions from other potential insurance sources with the lender
3. Support a strategy that calls for immediate action based upon life safety

The first item of the scope would be something the Board has discussed during previous meetings. The 2nd and 3rd items are not items that have been discussed previously.

The Board should be aware that for portions of the surety recovery expenses will still need to be paid to Krob Law for their continued efforts. Mr. Burns would lend his expertise to the efforts of recovery of the bonds.

For the additional items the Board would need to make a decision on if these are items the Town should participate in. In a way, these efforts might be better handled through the metro district. To a degree they seem to be outside of the scope of the strict recovery of the surety bonds which the Town has been involved with. The Metro District is the controlling entity of the roads.

Financial Impact: Up to \$10,000 in unbudgeted costs which would have to be approved through a supplemental budget

Recommendation: It is the understanding of the Manager that the Board did wish to engage with Mr. Burns on the efforts for the surety bond recovery. The additional items he has asked for in the scope of work are outside of discussions that have been had to this point. Due to that, the Board should discuss these items further and decide on if they would only like to work with Mr. Burns on the recovery of the bonds, or on these separate items also.