



AGENDA
HAYDEN TOWN COUNCIL MEETING
HAYDEN TOWN HALL – 178 WEST JEFFERSON AVENUE
THURSDAY, JULY 7, 2022
7:30 P.M.

ATTENDEES/COUNCIL MAY PARTICIPATE VIRTUALLY VIA ZOOM WITH THE INFORMATION BELOW:

Join Zoom Meeting

<https://us02web.zoom.us/j/81996476776?pwd=N284bThVSlc4amplZ3oyb0VMTUNKUT09>

Meeting ID: 819 9647 6776

Passcode: 700776

One tap mobile

+16699009128,,81996476776#,,,,,0#,,700776# US (San Jose)

+12532158782,,81996476776#,,,,,0#,,700776# US (Tacoma)

THE TOWN WILL ALSO BROADCAST MEETINGS ON FACEBOOK LIVE AT THE TOWN'S FACEBOOK PAGE AT

<https://www.facebook.com/coloradohayden/>

***OFFICIAL RECORDINGS AND RECORDS OF MEETINGS WILL BE THE ZOOM RECORDING AND NOT FACEBOOK LIVE. FACEBOOK LIVE IS MERELY A TOOL TO INCREASE COMMUNITY INVOLVEMENT AND IS NOT THE OFFICIAL RECORD. ***

WORK SESSION 7:00 P.M. – 7:30 P.M.

1. STAFF REPORTS

REGULAR MEETING – 7:30 P.M.

- 1a. CALL TO ORDER
- 1b. OPENING PRAYER
- 1c. PLEDGE OF ALLEGIANCE
- 1d. ROLL CALL

2. CONSIDERATION OF MINUTES

- A. Regular Meeting June 16, 2022

Page 3

3. PUBLIC COMMENTS

Citizens are invited to speak to the Council on items that are not on the agenda. There is a 3 minute time limit per person, unless otherwise noted by the Mayor. Please note that no formal action will be taken on these items during this time due to the open meeting law provision; however, they may be placed on a future posted agenda if action is required.

4. PROCLAMATIONS/PRESENTATIONS

5. CONSENT ITEMS

Consent agenda items are considered to be routine and will be considered for adoption by one motion. There will be no separate discussion of these items unless a Councilmember, member of the audience or Town staff requests the Council to remove an item from the consent agenda.

- A. Consideration to ratify payment bill vouchers dated June 16, 2022 in the amount of \$87,595.13

Page 7

NOTICE: Agenda is subject to change. If you require special assistance in order to attend any of the Town's public meetings or events, please notify the Town of Hayden at (970) 276-3741 at least 48 hours in advance of the scheduled event so the necessary arrangements can be made.

- B. Consideration to ratify payment bill vouchers dated June 22, 2022 in the amount of \$67,003.63 Page 10
- C. Consideration to approve payment bill vouchers dated June 30, 2022 in the amount of \$26,247.20 Page 12

6. OLD BUSINESS

7. NEW BUSINESS

- A. NORTHWEST COLORADO BUSINESS PARK
 - i. Review and Consider for Approval of Work Order with Sunrise Engineering for Engineering for Civil Engineering Design of Northwest Colorado Business Park Page 16
- B. NOVEMBER ELECTION
 - i. Consideration for Approval of Resolution 2022-11 A Resolution Reactivating the Intergovernmental Agreement Between the Town of Hayden and Routt County for the Purpose of Participating in the Coordinated Election to be Held on November 8, 2022 Page 27
 - ii. Review and Discuss Possible Election Question Regarding Continuation of Town of Hayden Pest Mitigation Program. Page 43

8. PULLED CONSENT ITEMS

9. STAFF AND COUNCILMEMBER REPORTS (CONTINUED, IF NECESSARY)

10. EXECUTIVE SESSION (IF NECESSARY)

11. ADJOURNMENT

Work SessionStaff & Councilmember Reports**HAYDEN CENTER**

Rachel Wattles, Director Arts and Events: Walnut Street Dance is 6/23/22. Arts Commission looking to get a mural on the eastside of the Hayden Center building and need feedback. Looking forward to the Hayden Center design and the possibilities. Theater today and art lab on Thursday.

POLICE

Chief: Code Enforcement regarding code violation in progress and working with residents with ticketing as necessary. Activity in the trailer park that started in Hayden; abandon car and person of interest at large. Police Officer gave notice as leaving the area. Chief is working with Routt County Rotary Club on the beer garden for the Routt County Fair. Rainbow Gathering notification and expecting about 15,000-20,000. Concerned about active participants. Met with forest service; this weekend will be next weekend.

PUBLIC WORKS

Bryan Richards, Public Works Director: Hospital Hill Tank Project started today; cut a 10ft hole in the side of the tank. All surprised it was better than imagined on the inside. There are issues but relief that the work isn't as excessive and extensive as imagined. Hiccups at water plant. Looking at back parking lot at Hayden Center and congestion. CIRSA inspection in April and facilities is working on needs. Public Work's Street Crew diligently working on crack sealing; North Walnut to Poplar has so many cracks, sealing won't work. Triple Crown starting this weekend. Question on contract and number of years remaining and if we benefit. Cost for the use of the facilities and assistance on maintenance. Retail sales increase during their time in Hayden.

COMMUNITY DEVELOPMENT

Tegan Ebbert, Community Development Director: Any comments to convey to the housing assessment consultant please share with us.

ADMINISTRATION

Mathew Mendisco, Town Manager: Skate Day, Allesha and Mathew sat down with Emanuel to help look at his goal to build a new skate park. He is looking for funding for his non-profit and locations where a skate park could be built. A lot of youth involvement. The 1st meeting to look at Hayden Speedway, get perspectives and start process to reimagine the race track and the MotoX Track. Are there possibilities of partnerships with Bureau of Land Management, who owns the land just behind the MotoX Track. Northwest Business Park, received news about federal funding that was approved. We will be starting budget process and taking an hour to review where we are with our goals and set vision on how we allocate our resources. Final design of the Hayden Center will start in July.

Andrea Salazar, Finance Manager: Received one RFP for the accounting firm and will refine the scope and present at the July meeting.

Allesha Beaulieu, Fellow: At the street dance next Thursday, the community garden grand opening and soil workshop. Holding events this summer.

Staff reports will continue at the end of the meeting.

Mayor Wuestewald called the regular meeting of the Hayden Town Council to order at 7:30 p.m. Mayor Pro Tem Reese and Councilmembers Bowman, Corriveau, Gann, and Hollifield present. Also present were Town

Manager, Mathew Mendisco, Town Clerk, Sharon Johnson, Police Chief, Greg Tuliszewski, Public Works Director, Bryan Richards, Planning and Community Development Director, Tegan Ebbert, Arts Director, Rachel Wattles and Finance Manager, Andrea Salazar.

OPENING PRAYER Mayor Wuestewald offered the opening prayer.

PLEDGE OF ALLEGIANCE Mayor Wuestewald led the Pledge of Allegiance.

MINUTES – June 2, 2021 Mayor Wuestewald moved to approve the minutes of the Regular Town Council Meeting held on June 2, 2022. Councilmember Corriveau seconded. Roll call vote. Councilmember Gann – abstain. Councilmember Bowman – aye. Councilmember Hollifield - aye. Councilmember Corriveau – aye. Mayor Pro Tem Reese – aye. Mayor Wuestewald – aye. Motion carried.

PUBLIC COMMENTS None.

PROCLAMATIONS/ PRESENTATIONS None.

CONSENT ITEMS Councilmember Gann moved to approve the consent items. Councilmember Corriveau seconded. Roll call vote. Councilmember – aye. Councilmember – aye. Councilmember - aye. Councilmember – aye. Councilmember – aye. Mayor Pro Tem Reese – aye. Mayor Wuestewald – aye. Motion carried.
Consideration of bill payment voucher – June 8, 2022 in the amount of \$29,510.99
Consideration of bill payment voucher – June 9, 2022 in the amount of \$69,375.12
Consideration to approve appointment of Julie Hulslander to the Hayden Recreation Board

OLD BUSINESS

ORDINANCE 716 Tegan Ebbert, Community Development Director, explained this ordinance was addressed at the last meeting and 1st reading was approved. This will update the rezoning completed in the last 4-5 years and bring the zoning map current.

Public Hearing: Ordinance 716 An Ordinance of the Town Council of the Town of Hayden, Colorado
Public Hearing opened @ 7:35 p.m.
No public comments received.
Public Hearing closed @ 7:35 p.m.

Adopting an Updated Official Zoning Map Review and Consider Councilmember Gann moved to approve Ordinance 716 An Ordinance of the Town

Approval of 2nd Reading of Ordinance 716 An Ordinance of the Town Council of the Town of Hayden, Colorado Adopting an Updated Official Zoning Map

Council of the Town of Hayden, Colorado Adopting an Updated Official Town Zoning Map. Councilmember Hollifield seconded. Roll call vote. Councilmember Bowman – aye. Councilmember Gann – aye. Councilmember Corriveau - aye. Councilmember Hollifield – aye. Mayor Pro Tem Reese – aye. Mayor Wuestewald – aye. Motion carried.

NEW BUSINESS

Review and Consider for Approval Bill Credit Agreement for Solar Garden Project

Mayor Wuestewald moved to approve Bill Credit Agreement for Solar Garden Project. Councilmember Gann seconded. Roll call vote. Councilmember Bowman – aye. Councilmember Gann – aye. Councilmember Hollifield - aye. Councilmember Corriveau – aye. Mayor Pro Tem Reese – aye. Mayor Wuestewald – aye. Motion carried.

Review and Consider Acceptance of the April 30, 2022 Financial Statement

Mayor Wuestewald moved to accept the April 30, 2022 Financial Statement. Councilmember Corriveau seconded. Roll call vote. Councilmember Gann – aye. Councilmember Bowman – aye. Councilmember Hollifield - aye. Councilmember Corriveau – aye. Mayor Pro Tem Reese – aye. Mayor Wuestewald – aye. Motion carried.

Review and Consider for Approval December 31, 2021 Financial Statement

Chad B. Atkinson, CPA, Hinton Burdick, shared at a high level, an independent auditors report. Clean opinion on the financial statements.

Councilmember Hollifield moved to approve December 31, 2022 Financial Statement. Mayor Wuestewald seconded. Roll call vote. Councilmember Bowman – aye. Councilmember Gann – aye. Councilmember Corriveau – aye. Councilmember Hollifield – ate. Mayor Pro Tem Reese – aye. Mayor Wuestewald – aye. Motion carried.

Public Comment

Essam Welch, 265 W. Washington Ave., entered the meeting and requested to make public comment. Mayor Wuestewald acknowledged Essam Welch and explained public comments had been earlier in the meeting. Essam explained his lateness due to assisting at the Hayden Farmers Market and asked if they wanted to hear his comments or not. Mayor Wuestewald accommodated the request. Essam expressed how he had to educate his daughter and reeducate himself on democracy. He could not believe Mayor Wuestewald referred to himself as his leader. He is not his leader. He is the Mayor. He requested Mayor Wuestewald not refer to himself as his leader or the leader of the community.

PULLED CONSENT ITEMS

None.

STAFF AND COUNCILMEMBER REPORTS CONTINUED

None.

EXECUTIVE SESSION None.

ADJOURNMENT Mayor adjourned the meeting at 8:39 p.m.

Recorded by:

Sharon Johnson, Town Clerk

APPROVED THIS 7th DAY OF July 2022.

Zachary Wuestewald, Mayor

Report Criteria:

Detail report.
Invoices with totals above \$0 included.
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
12253	Airgas USA, LLC	9989000999	Co2 Bottle Rental	05/31/2022	45.28		
Total 12253:					45.28		
12859	AP Mountain States, LLC	PAYAPP#10	HC Construction Pay App 10	05/31/2022	41,164.00		
12859	AP Mountain States, LLC	PAYAPP#10	Retainage -HC Construction Pay	05/31/2022	2,058.20		
Total 12859:					39,105.80		
12834	Baseline Engineering Corporation	24645	US 40 Sidewalk Design	06/07/2022	10,176.90		
Total 12834:					10,176.90		
1310	Boyko Supply Co	194172	Parks - Janitorial Supplies	06/13/2022	193.56		
Total 1310:					193.56		
6890	Canyon Systems Inc.	15533	Outfall Pump Station Parts	06/06/2022	422.22		
Total 6890:					422.22		
13083	Capelli Consulting	1133	Housing Needs Assessment	06/12/2022	10,780.00		
Total 13083:					10,780.00		
3770	CenturyLink	2535JUN2022	PD Phone 970-276-2535 341B	06/04/2022	228.89		
Total 3770:					228.89		
12945	Deepe, Katherine	104	Reimburse Theatre Script	06/13/2022	350.37		
Total 12945:					350.37		
2150	DPC Industries Inc	DE73000421-2	Gas Bottle Rentals	05/31/2022	100.00		
Total 2150:					100.00		
12895	Dynamic Program Management, L	1290	135 Walnut Owners Rep	05/31/2022	655.00		
Total 12895:					655.00		
12767	Emily Becker CPA PC	22-0507	Accounting Service	05/31/2022	600.00		
12767	Emily Becker CPA PC	22-0507	Accounting Service	05/31/2022	300.00		
12767	Emily Becker CPA PC	22-0507	Accounting Service	05/31/2022	300.00		
Total 12767:					1,200.00		
12982	Fan Base	3499	PD - Website Strategy & Account	04/27/2022	900.00		
12982	Fan Base	3499	Parks & Rec - Website Strategy &	04/27/2022	900.00		
12982	Fan Base	3499	Arts & Events - Website Strategy	04/27/2022	900.00		
12982	Fan Base	3499	EDC - Website Strategy & Accoun	04/27/2022	1,500.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
					4,200.00		
	Total 12982:				4,200.00		
12931	Flowpoint Environmental Systems	WE2934	Bulkwater POS May	05/31/2022	306.00		
	Total 12931:				306.00		
12993	Grande River Environmental	01638	HC - Fiber Sampling	03/09/2022	6,929.00		
	Total 12993:				6,929.00		
1360	Hinton Burdick CPAs & Advisors	268267	2021 Audit Services	05/31/2022	4,000.00		
	Total 1360:				4,000.00		
10150	IACP	0212300	Membership 10116215 2022	03/28/2022	190.00		
	Total 10150:				190.00		
13090	Imaging Concepts of Central Utah	268916	HC Printer	06/08/2022	41.30		
	Total 13090:				41.30		
2730	Jackson's Office Supply	10453213	Street Dance Posters	06/07/2022	21.36		
	Total 2730:				21.36		
12799	MDB Solutions LLC	105	Street Banners Heart of the Yamp	06/09/2022	1,270.00		
	Total 12799:				1,270.00		
4060	Murray Dahl Beery & Renaud LLP	17355	Special Ditriect Formation, Tabor, T	06/03/2022	1,030.00		
	Total 4060:				1,030.00		
12854	Pye Barker Fire & Safety, LLC	PSI783449	PD Alarm Inspection	05/17/2022	625.00		
	Total 12854:				625.00		
12940	South Shore Plow Service	1129	Community Garden Mulch	06/04/2022	2,390.00		
	Total 12940:				2,390.00		
12727	Stand Creative Studio	2958	Website Hosting	06/01/2022	100.00		
	Total 12727:				100.00		
12634	Sunrise Engineering, Inc.	0126086	EDA Grant Airport	06/03/2022	675.00		
	Total 12634:				675.00		
12775	TAB Associates, Inc.	8528	Hayden Center Renovation	06/01/2022	374.00		
	Total 12775:				374.00		
7070	USA BlueBook	001299	Sewer - Replacement Cap	06/03/2022	180.32		
7070	USA BlueBook	003021	Gloves - Collection System	06/06/2022	171.51		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
7070	USA BlueBook	003021	Gloves - Collection System	06/06/2022	171.52		
7070	USA BlueBook	999686	Sewer - Chemicals	06/02/2022	53.70		
7070	USA BlueBook	999686	Sewer Lab Equipment	06/02/2022	512.49		
Total 7070:					1,089.54		
6130	Western Security Systems Inc	619154	PD Alarm Monitoring	06/01/2022	105.00		
6130	Western Security Systems Inc	620031	PD Panel Batteries	06/09/2022	281.00		
Total 6130:					386.00		
6085	Xerox Corporation	016465029	ADMIN COPIER/PRINTER	06/04/2022	273.85		
6085	Xerox Corporation	016465030	PD COPIER/PRINTER	06/04/2022	258.06		
Total 6085:					531.91		
4245	Zirkel Wireless, LLC	188752	WTP Internet Service Acct 4377	06/01/2022	79.00		
4245	Zirkel Wireless, LLC	188753	Shop Internet Service Acct 4378	06/01/2022	99.00		
Total 4245:					178.00		
Grand Totals:					87,595.13		

Report Criteria:

- Detail report.
- Invoices with totals above \$0 included.
- Paid and unpaid invoices included.

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
2440	Atmos Energy	0332JUN2022	Water plant gas 3013140332	06/13/2022	514.77		
2440	Atmos Energy	1967JUN2022	Streets gas 3016201967	06/14/2022	148.55		
2440	Atmos Energy	2144JUN2022	Sewer plant gas 3016202144	06/13/2022	140.13		
2440	Atmos Energy	2411JUN2022	Parks gas 3013202411	06/14/2022	29.90		
2440	Atmos Energy	2626JUN2022	Town Hall 3016202626	06/13/2022	64.47		
2440	Atmos Energy	2886JUN2022	Crandall Pump House 301620288	06/13/2022	62.60		
2440	Atmos Energy	2910JUN2022	Hayden Center 4040912910	06/13/2022	1,687.22		
2440	Atmos Energy	3116JUN2022	Airport Lift Gas 30126203116	06/14/2022	32.09		
2440	Atmos Energy	3349JUN2022	Dry Creek Lift gas 3016203349	06/13/2022	26.99		
2440	Atmos Energy	3590JUN2022	Parks gas 3016203590	06/13/2022	106.65		
2440	Atmos Energy	5208JUN2022	Golden Meadows gas 301250520	06/13/2022	41.66		
2440	Atmos Energy	7426JUN2022	PD gas 3017767426	06/13/2022	153.21		
Total 2440:					3,008.24		
1650	CEBT	INV 0049371	Sewer Benefits	06/08/2022	2,376.86		
1650	CEBT	INV 0049371	Streets Benefits	06/08/2022	9,032.32		
1650	CEBT	INV 0049371	Water Benefits	06/08/2022	3,980.45		
1650	CEBT	INV 0049371	Parks Benefits	06/08/2022	3,656.73		
1650	CEBT	INV 0049371	Rec Benefits	06/08/2022	6,746.97		
1650	CEBT	INV 0049371	Sewer Admin Benefits	06/08/2022	2,112.51		
1650	CEBT	INV 0049371	Water Admin Benefit	06/08/2022	2,112.51		
1650	CEBT	INV 0049371	Admin Benefits	06/08/2022	5,755.71		
1650	CEBT	INV 0049371	Planning Benefits	06/08/2022	1,083.48		
1650	CEBT	INV 0049371	PD Benefits	06/08/2022	13,511.03		
1650	CEBT	INV 0049371	HC Rec Benefits	06/08/2022	2,164.85		
1650	CEBT	INV 0049371	HC - Arts Benefits	06/08/2022	2,182.52		
Total 1650:					54,715.94		
12833	Century Link	296992288	Long Distance - 88318756	06/12/2022	41.53		
Total 12833:					41.53		
1645	Charter Communications	009668406092	PD TV 8313-10-083-0096684	06/09/2022	22.92		
Total 1645:					22.92		
1655	STANDARD INSURANCE COMP	750748JUN202	Sewer LTD	06/16/2022	75.95		
1655	STANDARD INSURANCE COMP	750748JUN202	STREETS LTD	06/16/2022	138.74		
1655	STANDARD INSURANCE COMP	750748JUN202	WATER LTD	06/16/2022	95.66		
1655	STANDARD INSURANCE COMP	750748JUN202	HC LTD	06/16/2022	151.60		
1655	STANDARD INSURANCE COMP	750748JUN202	PARKS LTD	06/16/2022	44.32		
1655	STANDARD INSURANCE COMP	750748JUN202	Sewer LTD	06/16/2022	44.03		
1655	STANDARD INSURANCE COMP	750748JUN202	WTR ADM LTD	06/16/2022	44.03		
1655	STANDARD INSURANCE COMP	750748JUN202	ADMIN LTD	06/16/2022	101.44		
1655	STANDARD INSURANCE COMP	750748JUN202	PD LTD	06/16/2022	290.68		
1655	STANDARD INSURANCE COMP	750748JUN202	EDC LTD	06/16/2022	8.92		
1655	STANDARD INSURANCE COMP	750748JUN202	PLNG LTD	06/16/2022	17.83		
Total 1655:					1,013.20		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
4010	Yampa Valley Electric	0401JUN2022	PD electric 660020401	06/21/2022	37.45		
4010	Yampa Valley Electric	0502JUN2022	West End Lift elec 660020502	06/21/2022	196.96		
4010	Yampa Valley Electric	1002JUN2022	Dry Creek Lift electric 720021002	06/21/2022	196.96		
4010	Yampa Valley Electric	1401JUN2022	Seneca Hill electric 660021401	06/21/2022	185.59		
4010	Yampa Valley Electric	3101JUN2022	Parks Electric 730013101	06/16/2022	379.09		
4010	Yampa Valley Electric	3202JUN2022	Airport Lift electric 660013202	06/21/2022	284.38		
4010	Yampa Valley Electric	3406JUN2022	Town Hall Electric 740003406	06/21/2022	404.48		
4010	Yampa Valley Electric	3501JUN2022	Parks Electric 730013501	06/16/2022	155.98		
4010	Yampa Valley Electric	5501JUN2022	Parks electric 720015501	06/21/2022	48.51		
4010	Yampa Valley Electric	6002JUN2022	Community Tree electric 7600160	06/21/2022	37.45		
4010	Yampa Valley Electric	6201JUN2022	Shop electric 760016201	06/21/2022	281.54		
4010	Yampa Valley Electric	7601JUN2022	Parks electric 780017601	06/16/2022	37.67		
4010	Yampa Valley Electric	7702JUN2022	Sewer electric 760007702	06/21/2022	2,040.60		
4010	Yampa Valley Electric	7802JUN2022	Water electric 660007802	06/21/2022	1,724.67		
4010	Yampa Valley Electric	8001JUN2022	Wash & Ash Elec 700008001	06/16/2022	169.97		
4010	Yampa Valley Electric	8103JUN2022	Parks Electric 730008103	06/16/2022	103.45		
4010	Yampa Valley Electric	8803JUN2022	Golden Meadows electric 780008	06/16/2022	1,054.78		
4010	Yampa Valley Electric	8901JUN2022	Hospital Hill electric 720008901	06/21/2022	37.78		
4010	Yampa Valley Electric	9402JUN2022	Key Pump Electric 730009402	06/16/2022	49.28		
4010	Yampa Valley Electric	9902JUN2022	Crandall Pump electric 72000099	06/21/2022	775.21		
Total 4010:					8,201.80		
Grand Totals:					67,003.63		

Report Criteria:

- Detail report.
- Invoices with totals above \$0 included.
- Paid and unpaid invoices included.

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Detail report.
Invoices with totals above \$0 included.
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
12618	Aces High Waste and Recycle	I4567	Walnut Street Dance	06/27/2022	300.00		
	Total 12618:				300.00		
8580	Airbound, Inc.	244440	2nd Half payment for Hayden Daz	06/02/2022	3,732.50		
	Total 8580:				3,732.50		
7900	Browns Hill Engineering &	23403	SCADA Programming	06/17/2022	350.00		
	Total 7900:				350.00		
12906	Capital One	1642571010	Community Garden	06/19/2022	181.00		
12906	Capital One	1642571010	Housing Needs Meeting	06/19/2022	10.98		
12906	Capital One	1642571010	HC - Arts Supplies	06/19/2022	95.00		
12906	Capital One	1642571010	HC - Helium Tank	06/19/2022	28.88		
12906	Capital One	1642571010	HC - Street Dance Supplies	06/19/2022	280.11		
12906	Capital One	1642571010	PD - Coffee/Cleaning Supplies	06/19/2022	118.57		
	Total 12906:				714.54		
1410	CASH	HAYDENDAZE	Hayden Daze Float Money	06/23/2022	1,000.00		
	Total 1410:				1,000.00		
3770	CenturyLink	2067JUN2022	Dry Creek Lift Phone 9702762067	06/19/2022	31.99		
3770	CenturyLink	2559JUN2022	West End Phone 9702762559 417	06/19/2022	35.99		
3770	CenturyLink	5703JUN2022	Water Phones_3058	06/16/2022	36.86		
3770	CenturyLink	5703JUN2022	Admin Fax_3644	06/16/2022	17.02		
3770	CenturyLink	5703JUN2022	Sewer Phones_4330	06/16/2022	38.67		
	Total 3770:				160.53		
9230	Chaosink	15609	Baseball Jerseys	05/12/2022	1,256.70		
	Total 9230:				1,256.70		
9510	CMI, Inc.	8048691	Mouthpieces	04/13/2022	85.71		
	Total 9510:				85.71		
12883	Control System Specialists, LC	212395	HC - HVAC Repair	06/24/2022	550.00		
	Total 12883:				550.00		
9040	D & A Camp Inc	3643	Sewer Backup at Museum	06/01/2022	185.00		
	Total 9040:				185.00		
9000	Dowling Land Surveyors	062122	Business Park Annexation	06/21/2022	1,400.00		
9000	Dowling Land Surveyors	0621225THST	5th St surveying	06/21/2022	1,375.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
Total 9000:					2,775.00		
2150	DPC Industries Inc	737002142-22	Soda Ash	06/07/2022	805.07		
Total 2150:					805.07		
4890	FedEx	7-790-53352	Water Sample Shipping	06/16/2022	8.68		
Total 4890:					8.68		
13072	Frontier Station Inc	23427	Weed Spray	06/07/2022	355.65		
Total 13072:					355.65		
2330	Galls LLC	020876484	PD - Pants	04/08/2022	95.49		
Total 2330:					95.49		
3870	Grainger Inc	9341418540	Sewer Building Maintenance	06/10/2022	19.31		
3870	Grainger Inc	9341627389	Sewer - Hydrant Keys	06/10/2022	20.99		
Total 3870:					40.30		
12934	Harris, Joe	062122	Baseball Umpire Fee	06/21/2022	25.00		
Total 12934:					25.00		
12109	Haskins Cleaning	062722	Town Hall Cleaning - June	06/27/2022	200.00		
Total 12109:					200.00		
12768	Hayden Rental & Repair	2003	Parks - Trimmer Line, Air Filter	06/21/2022	135.85		
12768	Hayden Rental & Repair	2018	Parks - Brush Cutter R&M	06/27/2022	38.51		
Total 12768:					174.36		
11516	Hockaday, Shawn	06262022	Travel reimbursement	06/26/2022	11.82		
Total 11516:					11.82		
8225	L.A.W.S.	21249	Vehicle Logo Update	05/19/2022	5,322.50		
Total 8225:					5,322.50		
12396	Municipal Treatment Equipment, I	21847	WTP - Pump	06/14/2022	447.75		
Total 12396:					447.75		
1350	Pinnacol Assurance	20925913	Legislative Work Comp	06/20/2022	22.54		
1350	Pinnacol Assurance	20925913	Court Work Comp	06/20/2022	11.27		
1350	Pinnacol Assurance	20925913	Executive Work Comp	06/20/2022	11.27		
1350	Pinnacol Assurance	20925913	Administration Work Comp	06/20/2022	90.15		
1350	Pinnacol Assurance	20925913	Police Work Comp	06/20/2022	698.65		
1350	Pinnacol Assurance	20925913	Streets Work Comp	06/20/2022	473.28		
1350	Pinnacol Assurance	20925913	Rec Work Comp	06/20/2022	180.30		
1350	Pinnacol Assurance	20925913	Parks Work Comp	06/20/2022	225.37		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
1350	Pinnacol Assurance	20925913	Water Work Comp	06/20/2022	180.30		
1350	Pinnacol Assurance	20925913	Water Adm Work Comp	06/20/2022	22.54		
1350	Pinnacol Assurance	20925913	Sewer Work Comp	06/20/2022	112.69		
1350	Pinnacol Assurance	20925913	Sewer Adm Work Comp	06/20/2022	22.54		
1350	Pinnacol Assurance	20925913	HC Work Comp	06/20/2022	383.10		
Total 1350:					2,434.00		
12936	Preston, Chase	06212022	Baseball Umpire	06/21/2022	50.00		
Total 12936:					50.00		
13102	Preston, Fisher	062102022	Baseball Umpire	06/21/2022	25.00		
Total 13102:					25.00		
3310	Respond First Aid Systems	002519	PW First Aid Supplies	06/15/2022	162.00		
Total 3310:					162.00		
12384	Rocky Mountain Towing & Deliver	22-37293	PD - towing	06/27/2022	481.50		
Total 12384:					481.50		
3340	Roto-Rooter of Craig Inc.	10776	PD - Clog	06/13/2022	330.00		
Total 3340:					330.00		
12248	SGS North America, Inc.	52160137977	Total Organic Carbon	06/16/2022	103.06		
Total 12248:					103.06		
12938	Silva, Ethan	06212022	Baseball Umpire	06/21/2022	25.00		
Total 12938:					25.00		
9545	U.S. Tractor & Harvest, Inc.	P65567	Z Track Parts	06/22/2022	93.04		
Total 9545:					93.04		
7070	USA BlueBook	004869	Sewer - Gloves	06/07/2022	11.12		
7070	USA BlueBook	004870	Sewer - Gloves	06/07/2022	5.56		
7070	USA BlueBook	006524	HC - Gloves	06/08/2022	463.85		
Total 7070:					480.53		
12917	Vermont Systems	VS003606	HC - RecTrac training	04/21/2022	593.75		
12917	Vermont Systems	VS003831	HC - RecTrac training	05/18/2022	500.00		
12917	Vermont Systems	VS004429	HC - RecTrac training	06/15/2022	343.75		
Total 12917:					1,437.50		
3880	Wagner Equipment Co	P60C0150715	Safety Vests & Shovels	06/07/2022	406.99		
Total 3880:					406.99		
9960	Warning, Tanya	JULY2022	Janitorial Services	07/01/2022	600.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
Total 9960:					600.00		
12287	Wild Goose Coffee LLC	041132	Housing Needs Assessment	06/24/2022	76.60		
Total 12287:					76.60		
13103	Williams, Jordan	06212022	Baseball Umpire x 9 games	06/21/2022	225.00		
Total 13103:					225.00		
12918	Yampa Valley Metal Works LLC	1292	Walnut Street Sign	06/22/2022	720.38		
Total 12918:					720.38		
Grand Totals:					26,247.20		

Report Criteria:

- Detail report.
- Invoices with totals above \$0 included.
- Paid and unpaid invoices included.



Town of Hayden

Town Council Agenda Item

MEETING DATE: July 7th, 2022

AGENDA ITEM TITLE: Review and Consider Approval of Work Order with Sunrise Engineering for Civil Engineering Design of Northwest Colorado Business Park

AGENDA SECTION: New Business

PRESENTED BY: Mathew Mendisco

CAN THIS ITEM BE RESCHEDULED: Yes, but not recommended

BACKGROUND REVIEW: Town staff was notified that we did receive the grant funding for the design of the Northwest Colorado Business Park near the airport. We would like to start that process ASAP and this work order is in line with the quote that we received from Sunrise in our PER.

RECOMMENDATION: Council approved the Work Order authorizing Sunrise Engineering to complete the civil design engineering for the Northwest Colorado Business Park

MANAGER RECOMMENDATION/COMMENTS: *I concur with the recommendation.*

WORK RELEASE NO. 2022-2 COVER SHEET

HAYDEN BUSINESS PARK DEVELOPMENT

TOWN OF HAYDEN
178 WEST JEFFERSON AVENUE
PO BOX 190
HAYDEN, CO 81639

EXECUTION AND EFFECTIVE DATE

This Work Release No. 2022-2 has been executed by the duly authorized representatives of the parties and shall be effective as of the date of execution by the CLIENT.

ENGINEER

CLIENT

SUNRISE ENGINEERING, INC.

TOWN OF HAYDEN

By:  _____

By: _____

Name: Mark Davidson, PE

Name: Mathew Mendisco

Title: Vice President

Title: Town Manager

Date: 6-30-22

Date: _____

WORK RELEASE NO. 2022-2

This Work Release is entered into by and between TOWN OF HAYDEN (CLIENT) and SUNRISE ENGINEERING, INC. (ENGINEER).

RECITAL

Pursuant to Article 1 of the Agreement for Engineering and Technical Services, dated 7th of November 2019, hereinafter referred to as the "Contract", CLIENT and ENGINEER desire to identify certain work and service to be performed by ENGINEER pursuant to the Contract. The CLIENT intends to retain general engineering services hereinafter referred to as "Project" and for which the ENGINEER agrees to perform various professional engineering services.

ARTICLES

It is therefore agreed that ENGINEER will perform the following:

ARTICLE 1. SCOPE OF WORK

The CLIENT has requested that ENGINEER provides design services for the Hayden Business Park development. The design will include sanitary sewer design, potable water distribution design, roadway and grading design, and stormwater analysis.

PHASE 1 – PRELIMINARY INVESTIGATION AND PROJECT ADMINISTRATION

After CLIENT directs ENGINEER to proceed with the Preliminary Investigation Phase, the ENGINEER shall:

- Conduct weekly Project Meetings for the Administration and direction of Project Design.
- Perform survey, aerial or by other means, to provide topographical data necessary to complete Preliminary Sewer Design, Preliminary Water Design, Preliminary Road Design and Site Grading.
- Subcontract necessary for sub-surface geotechnical investigations.
- Provide the necessary site planning that will include locations of the proposed roadways, sewer collection, water distribution, and lot lines. The locations shall be accepted by CLIENT prior to beginning Phases 2-4.
- Perform necessary water, sewer, and stormwater modeling.
- Develop a Final Sketch Plat of the entire property and provide CLIENT with a build-out plan.

PHASE 2 – PRELIMINARY SEWER DESIGN AND PROJECT ADMINISTRATION

After CLIENT directs ENGINEER to proceed with the Preliminary Sewer Design Phase, ENGINEER shall:

- Conduct weekly Project Meetings for the Administration and direction of Preliminary Sewer Design.
- Perform necessary engineering calculations to industry standard to size and design the Lift Station.
- Perform necessary engineering calculations to industry standard to size and design the Sanitary Sewer Pipe.
- Produce 30% Design Plans to be reviewed by the CLIENT. The CLIENT shall provide comments back to ENGINEER.
- Incorporate 30% Design Comments into the Design Plans.
- Incorporate Preliminary Survey information from Phase 1 for the production of 60% Design Plans.
- Incorporate Preliminary Design information into the production of 60% Design Plans.
- Produce and issue 60% Design Plans and meet with CLIENT. The CLIENT shall provide comments back to ENGINEER.

PHASE 3 - PRELIMINARY WATER DESIGN AND PROJECT ADMINISTRATION

After CLIENT directs ENGINEER to proceed with the Preliminary Water Design Phase, ENGINEER shall:

- Conduct weekly Project Meetings for the Administration and direction of Preliminary Water Design.
- Perform necessary engineering calculations to industry standard for sizing the Water Storage and Fire Flow.
- Perform necessary engineering calculations to industry standard for the Waterline Pipe Design.
- Produce 30% Design Plans to be reviewed by the CLIENT. The CLIENT shall provide comments back to ENGINEER.
- Incorporate 30% Design Comments into the Design Plans.
- Incorporate Preliminary Survey information from Phase 1 for the production of 60% Design Plans.
- Incorporate Preliminary Design information into the production of 60% Design Plans.
- Produce and issues 60% Design Plans and meets with CLIENT. The CLIENT shall provide comments back to ENGINEER.

-

PHASE 4 – PRELIMINARY ROAD DESIGN AND PROJECT ADMINISTRATION

After CLIENT directs ENGINEER to proceed with the Preliminary Road Design Phase, ENGINEER shall:

- Conduct weekly Project Meetings for the Administration and direction of Preliminary Road Design.
- Perform necessary engineering calculations to industry standard for the Roadway Vertical Alignment Design.
- Devise a Stormwater Plan that includes the collection and conveyance of stormwater. It will also include the sizing of all roadway culverts.
- Produce 30% Design Plans to be reviewed by the CLIENT. The CLIENT provides comments back to ENGINEER.
- Incorporate 30% Design Comments into the Design Plans.
- Incorporate Preliminary Survey information from Phase 1 for the production of 60% Design Plans.
- Incorporate Preliminary Design information into the production of 60% Design Plans.
- Produce and issues 60% Design Plans and meets with CLIENT. The CLIENT shall provide comments back to ENGINEER.

PHASE 5 – FINAL SEWER DESIGN AND PROJECT ADMINISTRATION

After CLIENT directs ENGINEER to proceed with the Final Sewer Phase, ENGINEER shall:

- Conduct weekly Project Meetings for the Administration and direction of Final Sewer Design.
- Incorporate 60% Design Comments into the Design Plans.
- Finalize the Lift Station Design and all associated details.
- Finalize all details pertaining to the necessary tie-ins of the Sanitary Sewer Design.
- Assemble all facets of the details and design to produce 90% Design Plans to be reviewed by the CLIENT. The CLIENT shall provide comments back to the ENGINEER.
- Incorporate 90% Design Comments into the Design Plans.
- Accomplish Final Design, and prepare for incorporation into the Contract Documents, Final Drawings, and Specifications to show the scope of services to be performed by contractors on the project.
- Prepare Contract Documents and Detail Drawings for contractors to construct the project. The Detailed Drawings, Specifications, and Contract Documents will include services for the entire project under one single construction contract. If the project is phased additional costs are anticipated.
- Furnish a revised Engineering Opinion of Probable Cost of project costs based on contract drawings and specifications.

PHASE 6 – FINAL WATER DESIGN AND PROJECT ADMINISTRATION

After CLIENT directs ENGINEER to proceed with the Final Water Phase, ENGINEER shall:

- Conduct weekly Project Meetings for the Administration and direction of Final Water Design.
- Incorporate 60% Design Comments into the Design Plans.
- Finalize the Water Storage Plan Design.
- Finalize the Water Distribution Plan Design.
- Finalize all details pertaining to the necessary tie-ins of the Waterline Design.
- Assemble all facets of the details and design to produce 90% Design Plans to be reviewed by the CLIENT. The CLIENT shall provide back to the ENGINEER.
- Incorporate 90% Design Comments into the Design Plans.
- Accomplish Final Design, and prepare for incorporation into the Contract Documents, Final Drawings, and Specifications to show the scope of services to be performed by contractors on the project.
- Prepare Contract Documents and Detail Drawings for contractors to construct the project. The Detailed Drawings, Specifications, and Contract Documents will include services for the entire project under one single construction contract. If the project is phased additional costs are anticipated.
- Furnish a revised Engineering Opinion of Probable Cost of project costs based on contract drawings and specifications.

PHASE 7 – FINAL ROAD DESIGN AND PROJECT ADMINISTRATION

After CLIENT directs ENGINEER to proceed with the Final Road Design Phase, ENGINEER shall:

- Conduct weekly Project Meetings for the Administration and direction of Final Road Design.
- Incorporate 60% Design Comments into the Design Plans.
- Finalize the Cross Section Details for the Road Design.
- Finalize the Surfacing Design utilizing geotechnical data.
- Finalize the Intersection Designs and Details for the Road Design.
- Finalize the ADA Design to complete the Road Design.
- Assemble all facets of the details and design to produce 90% Design Plans to be reviewed by the CLIENT. The CLIENT shall provide comments back to the ENGINEER.
- Incorporate 90% Design Comments into the Design Plans.
- Accomplish Final Design, and prepare for incorporation into the Contract Documents, Final Drawings, and Specifications to show the scope of services to be performed by contractors on the project.

- Prepare Contract Documents and Detail Drawings for contractors to construct the project. The Detailed Drawings, Specifications, and Contract Documents will include services for the entire project under one single construction contract. If the project is phased, additional costs are anticipated.
- Furnish a revised Engineering Opinion of Probable Cost of project costs based on contract drawings and specifications.

PHASE 8 – SITE GRADING AND PROJECT ADMINISTRATION

After CLIENT directs ENGINEER to proceed with the Site Grading Design Phase, ENGINEER shall:

- Conduct weekly Project Meetings for the Administration and direction of Site Grading Design.
- Incorporate 60% Design Comments into the Design Plans.
- Finalize all Earthwork Calculations and Optimize the Site Plan.
- Assemble all facets of the details and design to produce 90% Design Plans to be reviewed by the CLIENT. The CLIENT shall provide comments back to the ENGINEER.
- Incorporates 90% Design Comments into the Design Plans.
- Accomplish Final Design, and prepare for incorporation into the Contract Documents, Final Drawings, and Specifications to show the scope of services to be performed by contractors on the project.
- Prepare Contract Documents and Detail Drawings for contractors to construct the project. The Detailed Drawings, Specifications, and Contract Documents will include services for the entire project under one single construction contract. If the project is phased, additional costs are anticipated.
- Furnish a revised Engineering Opinion of Probable Cost of project costs based on contract drawings and specifications.

PHASE 9 – EASEMENT, ROW, DRY UTILITIES, AND PROJECT ADMINISTRATION

After CLIENT directs ENGINEER to finish the Easement, ROW, and Dry Utilities Phase, ENGINEER shall:

- Conduct weekly Project Meetings for the Administration and direction of Easement ROW and Dry Utilities Design.
- Meet with CLIENT to discuss the strategy and approach to acquire all necessary ROW and Easements to construct the project. Discuss with CLIENT the plan for the necessary Adjustment of Dry Utilities to accommodate construction.
- Coordinate with all affected utility companies for the Adjustment of Dry Utilities to accommodate construction.

- Produce for the CLIENT a Final Plat of the Site necessary for Right-Of-Way acquisition purposes. Prepare for the CLIENT Parcel Legal Descriptions and Easement Legal Descriptions necessary for ROW acquisition.

PHASE 10 – PERMITTING AND PROJECT ADMINISTRATION

After CLIENT directs ENGINEER to finish the Permitting Phase, ENGINEER shall:

- Conduct weekly Project Meetings for the Administration and direction of Permitting Phase.
- Meet with CLIENT to discuss strategy and approach to obtain all necessary permits for construction of the project.
- Prepare the necessary paperwork that is required for a CDPHE permit application and submit to CLIENT for review and approval. Assist CLIENT for submitting permit application to CDPHE for their review and approval.
- Assist CLIENT by providing the necessary information required to prepare any NEPA documentation to obtain any necessary environmental permits. The CLIENT takes the lead in the pursuant of all environmental permitting.

ARTICLE 2. COMPLETION OF FINAL DESIGN

Original specifications, drawings, and other services produced by ENGINEER pursuant to this agreement will become the property of CLIENT upon payment from the CLIENT. CLIENT at his own risk may make copies, reproducible copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not for CLIENT's own use. ENGINEER shall not be held responsible or liable for any unauthorized use of specifications, documents, drawings, or other services provided by ENGINEER.

ENGINEER's design will meet generally accepted engineering standards. Any redesigns caused by an engineering omission or error will be provided by ENGINEER at no additional cost to CLIENT.

CLIENT shall extend the time for completion for a reasonable time if completion is delayed due to unforeseen causes beyond the control and without fault or negligence of ENGINEER.

ENGINEER shall provide Final Plans, Specifications, and Contract Documents for approval from CLIENT. ENGINEER will assist CLIENT to obtain necessary Permits, necessary Utility Adjustments and assist in necessary Right-Of-Way and Easement acquisition.

ARTICLE 3. EXCLUSIONS

The following engineering services are not included under previous phases but may be included as part of the services rendered under this contract. These services may be provided only UPON AUTHORIZATION OF CLIENT and concurrence by ENGINEER:

1. Services in connection with work change directives and change orders to reflect changes requested by CLIENT.
2. Conduct Public Meetings
3. Press Releases
4. Federal permitting submissions.
5. Stormwater Pollution Prevention Plans.
6. Traffic counts or studies.
7. Services in making revisions to drawings and specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
8. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
9. Redesigns ordered by the CLIENT after final plans have been accepted by the CLIENT or after substantial design services has been performed on previously approved design concepts.
10. Appearances before courts or boards on matters of litigation related to the project.
11. Emergency Response Plan.
12. Contract/Price negotiations for land acquisition.
13. Roadway or pedestrian bridge design.
14. Retaining wall design.

ARTICLE 4. COMPENSATION

CLIENT agrees to compensate ENGINEER for any services outlined herein in as follows:

ARTICLE 1

PHASE 1, PRELIMINARY INVESTIGATION for the lump sum amount of **\$132,000**

PHASE 2, PRELIMINARY SEWER DESIGN for the lump sum amount of **\$72,100**

PHASE 3, PRELIMINARY WATER DESIGN for the lump sum amount of **\$73,000**

PHASE 4, PRELIMINARY ROAD DESIGN for the lump sum amount of **\$72,400**

PHASE 5, FINAL SEWER DESIGN for the lump sum amount of **\$50,100**

PHASE 6, FINAL WATER DESIGN for the lump sum amount of **\$57,600**

PHASE 7, FINAL ROAD DESIGN for the lump sum amount of **\$57,000**

PHASE 8, SITE GRADING for the lump sum amount of **\$48,100**

PHASE 9, EASEMENT, ROW, DRY UTILITIES for the lump sum amount of **\$38,900**

PHASE 10, PERMITTING for the lump sum amount of **\$35,200**

CLIENT agrees to compensate ENGINEER for any services not listed above, if requested by CLIENT and concurred by ENGINEER, on a Time and Materials basis at the rates and fees listed in the attached Exhibit A.

ARTICLE 5. SCHEDULE

Upon acceptance, it is anticipated that ENGINEER will start the project immediately and will complete the Final Design deliverables for the complete design and begin bidding within 270 days of the date of signature.

ARTICLE 6. CLIENT RESPONSIBILITIES

CLIENT's responsibilities will be as follows:

1. Access to Property:

CLIENT will arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required by ENGINEER to perform his services.

2. Notices:

CLIENT will give prompt written notice to ENGINEER, whenever CLIENT becomes aware of developments that affect the scope of timing or the Engineering Services.

3. Access to Records:

CLIENT will make available to ENGINEER those records designated by ENGINEER as being necessary for the development of the PROJECT.

ARTICLE 7. INVOICING

Instructions and invoices submitted pursuant to this Work Release shall be submitted monthly based on the prior month's effort and a due and payable within (30) days. Invoices will be sent to:

TOWN OF HAYDEN
PO BOX 190
HAYDEN, CO 81639

Invoices shall be submitted monthly based on the prior month's efforts and are due and payable within (30) days.

SUNRISE ENGINEERING
FEE SCHEDULE
EXHIBIT A

Work Code	Work Classification	Hourly Rate	Work Code	Work Classification	Hourly Rate
101	Engineer Intern (E.I.T.) I	\$111	404	CAD Drafter IV	\$116
102	Engineer Intern (E.I.T.) II	\$120	455	Training Specialist	\$145
103	Engineer III	\$153	456	Training Manager	\$175
104	Engineer IV	\$173	460	Training Director	\$201
105	Engineer V	\$194	500	Funding Specialist	\$141
110	Principal Engineer	\$219	510	Plan Reviewer	\$122
121	Electrical Engineer Intern (E.I.T.) I	\$121	511	Building Inspector I	\$73
122	Electrical Engineer Intern (E.I.T.) II	\$136	512	Building Inspector II	\$97
123	Electrical Engineer III	\$154	513	Building Inspector III	\$120
124	Electrical Engineer IV	\$178	525	Building Official	\$141
125	Electrical Engineer V	\$196	601	GIS Tech	\$76
126	Principal Electrical Engineer	\$219	602	GIS Tech II	\$87
301	Engineering Tech I	\$65	604	GIS Specialist	\$110
302	Engineering Tech II	\$107	611	GIS Analyst	\$126
303	Engineering Tech III	\$120	620	GIS Project Manager	\$98
304	Engineering Tech IV	\$149	51	Administrative I	\$60
311	Electrical Tech I	\$94	52	Administrative II	\$76
312	Electrical Tech II	\$107	53	Administrative III	\$93
313	Electrical Tech III	\$117	712	Project Manager I	\$169
314	Electrical Tech IV	\$130	713	Project Manager II	\$182
315	Electrical Tech V	\$142	721	Water Rights Specialist I	\$113
351	Construction Observer I	\$82	722	Water Rights Specialist II	\$126
352	Construction Observer II	\$108	723	Water Rights Specialist III	\$137
353	Construction Observer III	\$120	921	Survey Tech	\$90
354	Construction Observer IV	\$132	930	Survey CAD Tech	\$129
401	CAD Drafter I	\$77	935	One Man Survey Crew	\$167
402	CAD Drafter II	\$88	940	Survey Manager	\$179
403	CAD Drafter III	\$106	945	Registered Surveyor	\$189
			950	Principal Surveyor	\$207

REIMBURSABLE EXPENSE SCHEDULE

Expense	Rate	Mark-Up
Mileage	\$1.00 per mile	N/A
Field Vehicle (on site)	\$60 per day	N/A
Per Diem Meals	\$65 per day	N/A
Troxler Nuclear Density Gauge	\$50 per day	N/A
High Density Scanner	\$175 per hour	N/A
Material Testing Lab Work	Actual Cost	15%
Outside Consultants, Aerial Photography, etc.	Actual Cost	15%
Lodging	Actual Cost	10%
Other Expenses incurred	Actual Cost	10%

Fees automatically change after the beginning of the year and are subject to change on other occasions. CHEYENNE Base 01-2022



Town of Hayden

Town Council Agenda Item

MEETING DATE: July 7, 2022

AGENDA ITEM TITLE: Resolution 2022-11 A Resolution Reactivating the Intergovernmental Agreement between the Town of Hayden and Routt County for the Purpose of Participating in the Coordinated election to be held on November 8, 2022

AGENDA SECTION: New Business

PRESENTED BY: Sharon Johnson

CAN THIS ITEM BE RESCHEDULED: Not preferred

BACKGROUND REVIEW: In order to participate in the November 8, 2022 Coordinated Election, we must reactivate an Intergovernmental Agreement ((IGA) with Routt County which was originally executed August 28, 2007 which sets forth the specific terms and conditions regarding the conduct and finance of a coordinated election. The IGA was revised June 2, 2016 to automatically renew each year per Article I Purpose and General Conditions, 1.04 Term, Renewal, and Activation.

RECOMMENDATION: Move to approve Resolution 2022-11 A Resolution Reactivating the Intergovernmental Agreement between the Town of Hayden and Routt County for the Purpose of Participating in the Coordinated Election to be held on November 8, 2022.

MANAGER'S RECOMMENDATION/COMMENTS: *I concur with the recommendation. This is required to participate in the coordinated election.*

RESOLUTION 2022-11

A RESOLUTION REACTIVATING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF HAYDEN AND ROUTT COUNTY FOR THE PURPOSE OF PARTICIPATING IN THE COORDINATED ELECTION TO BE HELD ON NOVEMBER 8, 2022

RECITALS

Whereas, the Town Council of the Town of Hayden has determined it to be in the best interest of the Town to place authorization to place openings for candidates for office and sales tax increase on the ballot of the election to be held on November 8, 2022 and to participate in the "coordinated election" as defined in the Uniform Election Code of 1992, as amended; and

Whereas, participation in this coordinated election requires that an Intergovernmental Agreement between the Town of Hayden, Routt County, Colorado and the Routt County Clerk and Recorder originally executed on August 28, 2007 which sets forth the specific terms and conditions regarding the conduct and finance of a coordinated election. The Intergovernmental Agreement was revised June 2, 2016 to automatically renew each year per Article I Purpose and General Conditions, 1.04 Term, Renewal, and Activation.

ARTICLE I PURPOSE AND GENERAL CONDITIONS

1.04 Term, Renewal, and Activation.

A. Although this Agreement is specifically written to deal with the November 8, 2016 election, it is intended to be effective through December 31, 2016, and automatically renewed for successive one-year periods thereafter, but the District's participation in a coordinated election under this Agreement shall be subject to the provision of subparagraph B of this Section 1.04. The dates cited for the Election shall change to the proper November date as needed for the year in which the future coordinated election may occur. The intent of this automatic renewal provision is to put in place the intergovernmental agreement contemplated by the Code by the time required by the Code without extensive annual renegotiations.

(1) As soon as possible, but no later than the date specified for such action in the Election Calendar published by the County Clerk for the applicable election date, the Official will submit a written plan to the Secretary of State which will include the requirements outlined in the Secretary of State's Rules and Regulations. The written plan will become a part of the Agreement as an attachment if the Election is held as a mail ballot election.

B. Although the Agreement automatically renews, actual use of the Agreement for any election by the District shall be conditioned upon:

(1) A determination, by Resolution of the governing body of the District, that an election is required and that such election should be held as a coordinated election.

(2) Notice of (1) being delivered to the County Clerk no later than the date specified for such action in the Election Calendar published by the County Clerk for the applicable election date.

(3) Acceptance of the notice indicated in (2) by the County Clerk and determination by the County Clerk that the County Clerk shall undertake its duties under the Agreement, with notice of such determination to be delivered to the District within five (5) days of the County Clerk's receipt of the notice indicated in (2).

Following the completion of (1), (2), and (3) above, the election procedures in this Agreement shall be activated.

Whereas, the Town Council of the Town of Hayden deems that it is in the best interest of the community to reactivate the Intergovernmental Agreement between the Town of Hayden, Routt County, Colorado and the Routt County Clerk and Recorder.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Hayden, Colorado, that:

1. The terms and conditions of the Intergovernmental Agreement between the Town of Hayden, Routt County, Colorado and the Routt County Clerk and Recorder are approved.
2. The Mayor and Councilmembers acknowledge and authorize the terms of said Intergovernmental Agreement on behalf of the Town of Hayden all in order to participate in the November 3, 2020 coordinated election.

PASSED, APPROVED AND RESOLVED THIS 7th DAY OF JULY, 2022.

Zachary Weustewald, Mayor

ATTEST:

Sharon Johnson, Town Clerk

RESOLUTION 2016-15

**A RESOLUTION REACTIVATING THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF HAYDEN AND ROUTT COUNTY FOR THE PURPOSE
OF PARTICIPATING IN THE COORDINATED ELECTION TO BE HELD ON
NOVEMBER 8, 2016**

RECITALS

1. The Town Council of the Town of Hayden has determined it to be in the best interest of the Town to place openings for candidates for office on the ballot of the election to be held on November 8, 2016 and to participate in the "coordinated election" as defined in the Uniform Election Code of 1992, as amended; and
2. Participation in this coordinated election requires that an Intergovernmental Agreement between the Town of Hayden, Routt County, Colorado and the Routt County Clerk and Recorder originally executed on August 28, 2007 which sets forth the specific terms and conditions regarding the conduct and finance of a coordinated election, a copy of which is attached hereto as Exhibit A and is further defined in Attachment 1, Production of "Amendment 1 Notice" be reactivated; and
3. The Town Council of the Town of Hayden deems that it is in the best interest of the community to reactivate the Intergovernmental Agreement between the Town of Hayden, Routt County, Colorado and the Routt County Clerk and Recorder.

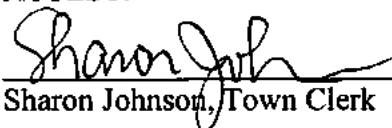
NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Hayden, Colorado, that:

1. The terms and conditions of the Intergovernmental Agreement between the Town of Hayden, Routt County, Colorado and the Routt County Clerk and Recorder are approved.
2. The Mayor and Councilmembers acknowledge and authorize the terms of said Intergovernmental Agreement on behalf of the Town of Hayden all in order to participate in the November 8, 2016 coordinated election.

PASSED, APPROVED AND RESOLVED THIS 2nd DAY OF JUNE, 2016.


James M. Haskins, Mayor

ATTEST:


Sharon Johnson, Town Clerk



INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (the "Agreement") is made and entered into this 2nd day of June, 2016 by and between Routt County, Colorado (the "County") and Routt County Clerk and Recorder ("County Clerk") and Town of Hayden (the "District"), collectively referred to herein as the "Parties," for the administration of their respective duties concerning the conduct of the general election to be held on November 8, 2016 (the "Election").

RECITALS

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

B. The County Clerk and the District are authorized to conduct elections as provided by law; and

C. The District has determined that it is in the best interests of the District to conduct its election to be held on November 8, 2016 as a "general election" as such term is defined in the Uniform Election Code of 1992, as amended ("Code") and the Code contemplates the entry into and performance of an intergovernmental agreement to cooperate in the conduct and financing of the Election; and

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

TERMS AND CONDITIONS

NOW, THEREFORE, for and in consideration of the premises and the promises herein contained, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I PURPOSE AND GENERAL CONDITIONS

1.01 Goal. The purpose of this Agreement is to set forth the tasks to be completed by the County Clerk and the District to conduct and finance the Election.

1.02 Designated Election Official, Other Election Personnel. Except as otherwise provided in this Section 1.02, the County Clerk shall act as the Designated Election Official ("Official") for the conduct of the Election for the District for all matters in the Code which require action by the Official.

The District designates Sharon Johnson, Town Clerk as its Election Officer ("Officer") who shall act as the primary liaison between the District and the County Clerk. To the extent the Code requires that a "designated election official" with the District conduct a task, the Officer will act as such. Nothing herein shall be deemed or construed to relieve the County Clerk or the governing body of the District from their official responsibilities for the conduct of the Election.

1.03 Jurisdictional Limitation. The District includes territory within Routt County but may also include territory not within Routt County. This Agreement shall be construed to apply only to that portion of the District within Routt County.

1.04 Term, Renewal, and Activation.

A. Although this Agreement is specifically written to deal with the November 8, 2016 election, it is intended to be effective through December 31, 2016, and automatically renewed for successive one year periods thereafter, but the District's participation in a coordinated election under this Agreement shall be subject to the provision of subparagraph B of this Section 1.04. The dates cited for the Election shall change to the proper November date as needed for the year in which the future coordinated election may occur. The intent of this automatic renewal provision is to put in place the intergovernmental agreement contemplated by the Code by the time required by the Code without extensive annual renegotiations.

(1) As soon as possible, but no later than the date specified for such action in the Election Calendar published by the County Clerk for the applicable election date, the Official will submit a written plan to the Secretary of State which will include the requirements outlined in the Secretary of State's Rules and Regulations. The written plan will become a part of the Agreement as an attachment if the Election is held as a mail ballot election.

B. Although the Agreement automatically renews, actual use of the Agreement for any election by the District shall be conditioned upon:

(1) A determination, by Resolution of the governing body of the District, that an election is required and that such election should be held as a coordinated election.

(2) Notice of (1) being delivered to the County Clerk no later than the date specified for such action in the Election Calendar published by the County Clerk for the applicable election date.

(3) Acceptance of the notice indicated in (2) by the County Clerk and determination by the County Clerk that the County Clerk shall undertake its duties under the Agreement, with notice of such determination to be delivered to the District within five (5) days of the County Clerk's receipt of the notice indicated in (2).

Following the completion of (1), (2), and (3) above, the election procedures in this Agreement shall be activated.

ARTICLE II DUTIES OF THE COUNTY CLERK

2.01 County Clerk Duties. The Election shall be conducted under the provision of C.R.S. Title 1. The County Clerk shall be responsible for the conduct of the Election, adhering to all applicable provisions of the Code which are necessary or appropriate. The County Clerk shall be responsible for:

A. Production of a mailed Notice of the Ballot issues and/or questions ("Amendment 1 Notice") required by the Colorado Constitution, Article X, Sec. 20 in accordance with Attachment 1.

B. Arrange for the printing, and have printed, all official ballots.

C. The Official shall determine the cost allocation for each participating entity in the Election. The District shall reimburse its proportional share of the actual cost either to the County Clerk or to the vendor directly in accordance with the directions of the County Clerk. Except as otherwise provided herein, election costs shall be allocated based upon a formula which considers the percentage of registered voters within the District compared to the total number of registered voters within Routt County together with the number of election issues and office races for the District compared to the total of all election issues and office races on the ballot.

D. Appoint, provide written material to, train and pay a sufficient number of qualified election judges ("Election Judges"), as required by law, to adequately serve the number of electors anticipated to vote at the Election.

E. Conduct such formal training sessions for the Election Judges as are deemed reasonably necessary by the County Clerk.

F. After soliciting public comment and comment from the District, the County Clerk shall determine appropriate locations for the voter service and polling center locations required for the Election and submit those locations to the Colorado Secretary of State as part of the mail ballot plan. Upon approval of the locations for voter service and polling centers, the County Clerk shall ensure that each of those voter service and polling centers meets the requirements set forth in C.R.S. Section 1-5-102.9 and are open and appropriately staffed for the time periods and hours required by that statute.

G. Charge the District for all staff time solely related to the District for the preparation and conduct of the Election at each staff member's current pre-tax hourly rate. Charge the District its proportional share of the actual cost of staff time not solely related to the District for the preparation and conduct of the election.

H. Conduct and oversee the process of counting the ballots and reporting the results. The process to include appointment of a Duplication and Verification Board.

I. The Canvass of Votes ("Canvass") will be conducted by the County Clerk. The County Clerk shall generally oversee the conduct of the Board of Canvassers.

(1) The County Clerk shall appoint the Canvassers.

(2) Such Canvass shall be completed by the date specified for such action in the Election Calendar published by the County Clerk for the applicable election date and official results of the Canvass will be provided to the District and all other political subdivisions participating in the Election.

(3) Each District will be responsible for issuing its own Certificates of Election for candidates and issues.

J. Store all unvoted ballots for a minimum of 6 months and all voted ballots and other election materials for a minimum of 25 months in such a manner that they may be accessed by the District, if necessary, to resolve any challenge or other legal questions that might arise regarding the Election.

K. Keep a careful and accurate and contemporaneous accounting of time, supplies and salaries chargeable to the District.

L. Adhere to all applicable provisions of the Code which are necessary or appropriate to the performance of the above duties.

M. The Official shall publish the Notice of Election required no later than the date specified for such action in the Election Calendar published by the County Clerk for the applicable election date.

N. In the event the Election is cancelled, the County Clerk shall post notice of the Cancellation of Election on the County's designated Notice Boards.

O. Requests for mail, absentee and replacement ballots shall be transmitted and processed by the County Clerk at 522 Lincoln Ave., PO Box 773598, Steamboat Springs, CO 80477.

ARTICLE III DUTIES OF THE DISTRICT

3.01 District Duties. In consideration of the foregoing, the District agrees to perform the following tasks and activities:

A. If the District ballot questions in the Election include one or more ballot questions under Colorado Constitution Article X, Section 20 (also referred to as "Amendment 1" or "TABOR"), then the terms and conditions of Attachment 1 to this Agreement shall be incorporated herein by this reference and the District shall provide

to the County Clerk all required Amendment 1 Notices concerning the District's ballot issues and questions in the manner according to Code and Attachment 1.

B. In accordance with Colorado Law, the ballot contents must be certified to the County by the District, in its exact and final form, no later than the date specified for such action in the Election Calendar published by the County Clerk for the applicable election date. Such ballot contents must be delivered to the County Clerk's office at 522 Lincoln Ave., Steamboat Springs, CO. In addition, ballot content shall be submitted electronically in NotePad or other compatible format to elections@co.routt.co.us. The District shall proof the layout and text of the official ballots no later than 50 days prior to the date of the election and before the authorization for the printing of ballots or the District shall proof and provide written notice acknowledging the layout and text of the sample and official ballots within one business day of receipt of the ballot proofs from the County Clerk, whichever occurs first.

C. Accept the location of the voter service and polling centers and ballot drop-off locations established by the County Clerk. If requested by the County Clerk, the District shall also provide a secure ballot drop-off location at the District's office or other location mutually acceptable to the County Clerk and the District.

D. The District and/or Officer shall prepare and publish any legal notices of election which are required to be given to the electorate of the District according to statutes and ordinances governing their elections other than the Notice of Election required by Section 2.01 (M) or as otherwise required by law. A copy of all legal notices published by the District shall be submitted to the Official. The District shall be responsible for mailing all notices required by Amendment 1 ("TABOR") to property owners owning property within the District who do not reside within Routt County.

E. Upon the request of the County Clerk, the District shall provide a representative to assist in conducting the logic and accuracy test and the post-election audit and canvass.

F. Pick up Election materials from the County Clerk when requested following the Election.

G. Store all Election materials, not stored by the County Clerk, for that time required by the Code.

H. Pay the District's proportional share of actual costs of services, supplies, mailing costs and mileage to the County Clerk upon receipt of the itemized statement or pay directly vendors or contractors as directed by the County Clerk.

I. The petition process for the District shall be entirely the responsibility of the District, and shall be done in compliance with applicable Colorado statutes, ordinances or charter provisions. This process includes, but is not limited to: approving the candidate or initiative petitions to be circulated within the District; receiving the petitions, and verifying the signatures of the petitions within the District.

J. The District shall furnish the County Clerk with a current and accurate map of the District boundaries. The County Clerk will furnish the District with a list of street addresses from the SCORE Voter Registration system of all addresses contained within the District boundaries. The District shall certify as to the accuracy of these addresses within five (5) days of receipt.

K. The process of receiving and filing of written comments will be the sole responsibility of the District.

L. Certificates of Election of candidates and issues will be issued by the District or Officer upon receipt of the official results from the County Clerk. Any additional Certificates of Election which are required by law to be forwarded to another division of government shall be the responsibility of the District.

M. Any time prior to certification of the ballot, the District shall determine the order of names on nonpartisan ballot by lot following notification of candidates of time and place of lot drawing.

3.02 Cancellation of Election by the District. In the event the District, at some time after activation of this Agreement pursuant to Section 1.04 B hereof, resolves not to hold the Election, then notice of such resolution shall be provided to the County Clerk immediately. The District shall promptly pay the County Clerk the full actual costs of the activities of the County Clerk relating to the election incurred both before and after the County Clerk's receipt of such notice. The District shall publish notice, according to Code, of such cancellation in a newspaper of general circulation in Routt County. The Officer shall post notice of the cancellation at all buildings of the District. The District shall not cancel the election after the 25th day before the Election.

ARTICLE IV PROPORTIONAL SHARE OF ACTUAL COSTS

4.01 The Official shall determine the cost allocation for the District and all other political subdivisions participating in the Election. The District shall reimburse the County for such election costs allocated to the District. Such reimbursement shall be made to the County within thirty days from the receipt of billing. (Example - each District will pay for the ballots based on their number of eligible voters including consideration for the number of lines printed on the ballot.)

ARTICLE V MISCELLANEOUS

5.01 **Notices.** Any and all notices to be given by this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a fax was received; to the

address of the Parties as set forth below or to such Party or addresses as may hereafter be designated in writing.

To County Clerk: Kim Bonner
Routt County Clerk & Recorder
P.O. Box 773598 / 522 Lincoln Ave.
Steamboat Springs, CO 80477

To District: Town of Hayden
Attention: Sharon Johnson
Town Clerk
PO Box 190/ 178 W Jefferson Ave
Hayden, CO

5.02 Integration. The Parties acknowledge this Agreement constitutes the sole agreement between them relating to the subject matter hereof and that no Party is relying upon any oral representation made by another Party or employee, agent or officer of the Party.

5.03 Amendments. This Agreement can be amended only in writing and by signatures of both Parties.

5.04 Actual Costs Defined. "Actual Cost" includes, but is not limited to, the costs of labor, ballot mailing costs, printing and materials itemized, identified, and consumed for the conduct of the Election.

5.05 Damages for Negligence or Error. In the event a court of competent jurisdiction finds the Election for the District was void or otherwise fatally defective due to a cause arising from the negligence or other error of the County Clerk, then the County Clerk shall, as liquidated damages and not as a penalty, refund or pay all amounts paid to the County Clerk, vendors or contractors designated by the County Clerk and other itemized costs for the Election paid by the District.

Likewise, as liquidated damages and not as a penalty, if the cause arises from the negligence or other error of the District, the District shall pay the County Clerk its reasonable court costs, attorney's fees and lost County Clerk staff time arising from litigation relating to the Election.

The District agrees to indemnify, defend and hold harmless the County Clerk from any and all loss, costs, demands or actions arising out of or related to any actions, errors or omissions of the District in completing its responsibilities relating to the Coordinated Election.

5.06 Attorney Fees. In the event either of the Parties brings suit to enforce or interpret any portion of this Agreement, the party prevailing in such action shall be

entitled to recover all costs incurred in such action, including without limitation reasonable attorney's fees.

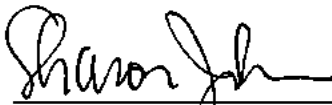
5.07 Conflict of Agreement with Law, Impairment. In the event any provision in this Agreement conflicts with the Code, other statute, or valid prior Resolution duly adopted by the Board of County Commissioners, this Agreement shall be modified to conform to such law or resolution. No subsequent resolution of the Board of County Commissioners nor of the District shall impair the rights of the County Clerk or the District hereunder without the consent of the other party to this Agreement.

5.08 Time of Essence. Time is of the essence of this Agreement. The statutory time requirements of the Code shall apply to completion of the tasks required by this Agreement. A calendar with specific dates will be attached to conform with the Code and Agreement as Attachment B.

5.06 Good Faith. The Parties shall implement this Agreement in good faith, including acting in good faith in all matters that require joint or coordinated action.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement to be effective as of the date first written above.

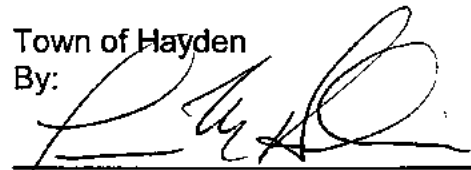
ATTEST:


Sharon Johnson
Town Clerk



Town of Hayden

By:


Jim M. Haskins
Mayor

ATTEST:

Kim Bonner
Routt County Clerk & Recorder

Routt County:
By:

Board of Routt County Commissioners

ATTEST:

Routt County Clerk and Recorder:

Kim Bonner

ATTACHMENT 1

Production of "Amendment 1 Notice"

This Attachment 1 is an attachment to and incorporated into the Intergovernmental Agreement (the "IGA") between and among Routt County, Colorado (the "County"), the Routt County Clerk and Recorder ("County Clerk") and the Town of Hayden (the "District"). It is applicable if the District is submitting one or more ballot issues to its electorate pursuant to Colorado Constitution Article X, Section 20 (also referred to as "Amendment 1" or "TABOR"). Amendment 1 requires the production of a mailed notice of the ballot issues to be determined for the District that are subject to the requirements of said constitutional section ("Amendment 1 Notice").

The Amendment 1 Notices of several jurisdictions are to be sent as a package where jurisdictions overlap ("Amendment 1 Notice Package").

The need to produce the Amendment 1 Notice Package requires there be county-wide coordination of the production and mailing of the Amendment 1 Notice Package to effectuate the purposes of said constitutional section.

The parties desire to set forth their respective responsibilities in the production and mailing of the Amendment 1 Notice Package for the Election, as defined in the IGA.

1. The County Clerk shall perform the following services and activities for the Election:

A. Determine the "least cost" method for mailing the Amendment 1 Notice Package, and determine the portion of such cost to be applied to the District.

B. Combine the text of the Amendment 1 Notice produced by the District with those of other districts to produce the Amendment 1 Notice Package.

C. Address the package to "All Registered Voters" at each address of one or more active registered electors of the District. Nothing herein shall preclude the County Clerk from sending the Amendment 1 Notice of the District to persons other than electors of the District if such sending arises from the County Clerk's efforts to mail the Amendment 1 Notice Package at "least cost."

D. Determine the order that the Amendment 1 Notice submittal of the District and of other jurisdictions shall be placed in the Amendment 1 Notice Package; provided, however, that the materials supplied by the District shall be kept together as a group and in the order supplied by the District in compliance with 2 (D).

E. Mail the Amendment 1 Notice Package, addressed as required by law no later than the date specified for such action in the Election Calendar published by the County Clerk for the applicable election date. Notwithstanding the foregoing, the

District shall be responsible for mailing the Amendment 1 Notice to property owners owning property within the District Boundaries who do not reside in Routt County.

F. Provide an office address and telephone number for incorporation into the Amendment 1 Notice. Said information will be agreed upon in writing 42 days prior to the election. The designated office will be open during the County Clerk's regular business hours, 8:00 a.m. to 4:30 p.m. Monday through Friday. The County Clerk or the County Clerk's Deputy shall respond to all correspondence and calls the County Clerk's office receives within its expertise relating to election procedures, but shall refer calls concerning the substance of the ballot issues and ballot questions and the operations of the District to its Election Officer identified in Section 1.02 of the IGA.

G. Write, print, and incorporate any notice to be included in the Amendment 1 Notice Package that may inform the elector of the voter service and polling locations and ballot drop-off locations or that may provide other information as may be required by law.

H. Provide the District an itemized statement of the costs of performing the tasks performed by the County Clerk.

2. The District shall perform the following services and activities for the District's election:

A. Adopt a resolution/ordinance designating the County Clerk as the Election Official for the District's election for the purposes of completing the tasks to be performed by the County Clerk on behalf of the District. File a copy with the County Clerk.

B. Designate an "Election Officer" to act as liaison between the District and County Clerk.

C. Determine the ballot issues to be voted upon at the election.

D. Include, within its Amendment 1 Notice, ballot titles in the order of preference: "NOTICE OF ELECTION TO INCREASE TAXES / TO INCREASE DEBT / ON A CITIZEN PETITION / ON A REFERRED MEASURE."

1. Prepare the text of the Amendment 1 Notice. Such Amendment 1 Notice shall include any District voter approved additions, and;

a) The Election Date, hours, ballot title, text, and local election office address and telephone number.

b) For proposed District tax or bonded debt increases, the estimated or actual total of District fiscal year spending for the current year and each of the past four years, and the overall percentage and dollar change.

c) For the first full fiscal year of each proposed District tax increase, District estimates of the maximum dollar amount of each increase and of District fiscal year spending without the increase.

d) For proposed District bonded debt, its principal amount and maximum annual and total District repayment cost, and the principal balance of total current District bonded debt and its maximum annual and remaining total District repayment cost.

e) Two summaries, up to 500 words each, one for and one against the proposal, of written comments filed with the District's Election Officer 30 days before the election. No summary shall mention names of person or private groups, nor any endorsements of or resolution against the proposal. Petition representatives following these rules shall write this summary for their petition. The District's Election Officer shall write this summary for their petition. The District shall maintain and accurately summarize all other relevant written comments.

E. All pros and cons regarding the District elections will be filed with the District Officer for public inspection.

F. Summarize written comments concerning ballot issues following receipt of such comments received from the public as necessary for use in the Amendment 1 Notice.

G. Prepare the layout of the Amendment 1 Notice for the District according to law.

H. Determine the ballot title and text.

I. Respond to inquiries as follows: The County Clerk shall refer correspondence and calls concerning the substance of the ballot issues or the operations to the District's Election Officer. The District's Election Officer shall reply to the originator of such substance and operation questions within a reasonable time after being notified of the same by the County Clerk.

1. The District's Election Officer shall be reasonably available to the County Clerk to advise and give oversight as may help in the conduct of the election.

J. Provide the District's completed Amendment 1 Notice to the County Clerk in Microsoft WordPad or compatible format to elections@co.routt.co.us. This submission, which shall be in the form that shall be printed by the County Clerk without special written dispensation from the County Clerk (such dispensation may be withheld for any or no reason), and shall be provided to the County Clerk on or before the 42nd day preceding the election.

K. Perform such acts as may be required by law, including circulation, approval, review, and all other activities, relating to any petition that may concern the District. The District's Election Officer shall interact with any District petition representative, including but not limited to, working to ensure that the District's Election Officer receives the summary of written comments for their petition within the time required by law.

L. The District's Election Officer shall publish the full text and title of ballot issues as provided by C.R.S. 1-40-124 (2).

M. Pay the costs shown in the itemized statement provided to the District by the County Clerk either directly to the County Clerk or to such vendors or subcontractors as the County Clerk may designate.

N. District shall be responsible for all out-of-County mailing required.



Town of Hayden

Town Council Agenda Item

MEETING DATE: July 7th, 2022

AGENDA ITEM TITLE: Review and Discuss Possible Election Question Regarding Continuation of Town of Hayden Pest Mitigation Program

AGENDA SECTION: New Business

PRESENTED BY: Mathew Mendisco

CAN THIS ITEM BE RESCHEDULED: Yes, but not recommended

BACKGROUND REVIEW: As the Council is aware we have some very passionate residents and business that have voiced opinion both for and against the Town's mosquito mitigation program. Recently a resident emailed a State House Representative for our region requesting that he run legislation that would give residents like her a right to refuse aerial spraying. The house representative reached out to myself and I provided him with all the safety info we have on file.

The Mayor requested that I bring this issue before the Council to see if the Council would like to put a ballot question on the ballot so the voters of Hayden could decide the issue. This would not be a question of methods, simply a question as to whether the Town should continue this service. Therefore, we have placed this on the agenda for discussion.

RECOMMENDATION: Staff has no recommendation at this time but we can provide the factual information about our program; this is a policy decision that the Council should give direction on to staff.

MANAGER RECOMMENDATION/COMMENTS: *I concur with the recommendation.*