



AGENDA  
HAYDEN TOWN COUNCIL MEETING  
HAYDEN TOWN HALL – 178 WEST JEFFERSON AVENUE  
THURSDAY, MARCH 20, 2025  
6:00 P.M.

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

Join Zoom Meeting

<https://us02web.zoom.us/j/84598597603?pwd=RVk4Q3dHSERQWitwUJhuNENsOWw4UT09>

Meeting ID: 845 9859 7603

Passcode: 964476

One tap mobile

+16699009128,,84598597603#,,,,\*964476# US (San Jose)

+12532158782,,84598597603#,,,,\*964476# US (Tacoma)

\*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. \*

REGULAR MEETING – 6:00 P.M.

- 1a. CALL TO ORDER
- 1b. MOMENT OF SILENCE
- 1c. PLEDGE OF ALLEGIANCE
- 1d. ROLL CALL
- 1e. COUNCILMEMBER REPORTS AND UPDATES
- 1f. STAFF REPORTS

STUDY SESSION – YAMPA VALLEY TRANSIT AUTHORITY PRESENTATION

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**1. PUBLIC COMMENTS**

Citizens are invited to speak to the Council on items that are not on the agenda. All individuals who desire to speak during public comments must sign in using the sheet available by the Town Clerk. There is a three-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.

**2. PROCLAMATIONS/PRESENTATIONS – Presentation and Swearing in of new Officer Bobby Adler**

**3. 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 request to pull an item from the consent agenda.

*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.*

- A. Consideration of minutes for the Regular Meeting of March 6, 2025 Page 3
- B. Consideration to approve payment bill vouchers dated March 14, 2025 in the amount of \$268,633.54 Page 6

**4. OLD BUSINESS**

- A. Request to Review and Consideration to Approve a Contract with Anson Excavation and Pipe for the Construction of the Northwest Business Park Water Heating and Cooling Schedule 1 Page 13

**5. NEW BUSINESS**

- A. Review and Consideration to Approve 1<sup>st</sup> Reading of Draft RTA IGA Page 25
- B. Review and Consideration to Approve the Hayden Resiliency Project consultant contract with Clarion Associates, LLC. Page 27

**6. PULLED CONSENT ITEMS**

**7. STAFF AND COUNCILMEMBER REPORTS AND UPDATES (CONTINUED, IF NECESSARY)**

**8. EXECUTIVE SESSION (IF NECESSARY)**

**9. ADJOURNMENT**

## Hayden Town Council Regular Meeting March 6, 2025

### Call to Order/Roll Call

Mayor Banks called the regular meeting of the Hayden Town Council to order at 6:01 p.m.  
Mayor Banks Offered a moment of Silence  
Mayor Banks Led the Pledge of Allegiance

Councilmembers Bell, Hayden and Hicks were present and Councilmembers Haight and Carlson were present via Zoom. Also present were Assistant Town Manager/Community Development Director, Tegan Ebbert; Town Clerk, Barbara Binetti; Public Works Director, Bryan Richards;

### Councilmember Reports and Updates

Councilmember Hicks had an update on the YVA Commissioners Meeting. They sent over the design for the terminal expansion. EV chargers have been installed in the regular and rental parking lots. There was a 12% increase in passengers this last December over the previous. They are projecting a 7% decrease however over the year.

Councilmember Gann asked about mosquito mitigation. Barbara responded that we haven't reached out to the vendor yet but it is on the calendar for this next week.

Mayor Banks said the RTA meets tomorrow.

### Study Session / Staff Reports

#### HAYDEN CENTER

Sarah Stinson, Director Arts and Events:

Rhonda Sweetser, Director Parks and Recreation:

#### POLICE

Chief of Police Scurlock:

#### PUBLIC WORKS

Bryan Richards, Public Works Director:

Bryan presented a power point Brief Traffic Analysis of Highway 40 through Hayden in response to the request of the Board at the last meeting. He presented the latest relevant traffic studies from data tabulated for the last 25 years. He had a combined graph comparing traffic counts of 2004 and 2021 at mile 112 near Hayden Station. Interestingly enough, those counts were almost identical.

#### PLANNING

Tegan Ebbert, Community Development Director:

Tegan informed the Board that Mathew Mendisco, Andrea Salazar, and Scott Scurlock are out of town. The EDC had the 1<sup>st</sup> ribbon cutting at Hayden Tap House sneak peak The RTA formation resolutions will be at the next meeting on the 20<sup>th</sup>. Tegan told the Board that she is still in negotiations for the consulting firm for the Hayden Resiliency project.

### ADMINISTRATION

**Mathew Mendisco, Town Manager:**

**Barbara Binetti, Town Clerk:** Reported on Hayden Clean Up Day coming up May 10<sup>th</sup>, and starting to work on Mosquito Control. Officer Pernick acting as Sergeant at Arms.

**Andrea Salazar, Finance Director:**

Staff reports will continue at the end of the meeting.

### Public Comment

Dana Haskins, 575 W Washington, approached the podium. Dana read emails that she recently sent to the Board. She stated that she had not had a response from anyone on the Board. She spoke to concerns she has about the growth of Hayden versus the smart growth of Hayden.

### Proclamations and Presentations

### Consent Agenda Items

- a. Approval of Minutes – March 6, 2025
- b. Approve payments –2/27/25 in the amount of \$491,860.56

Councilmember Hicks moved and Councilmember Bell seconded. A roll call vote was held and the motion passed unanimously.

### Items Removed from Consent Agenda

None

### Old Business

### New Business

- a. Review and Consideration to Approve to extend a Conditional Use Permit and Site Plan approval; Almaras Ventures Mechanical Shop and two live work units for Lot 34, Valley View Business Park. Mayor Banks moved and Councilmember Carlson seconded the motion. A roll call vote was held and passed unanimously.
- b. Review and Consider for Approval to Approve a Contract with Anson Excavation and Pipe for the Construction of the Northwest Business Park Water Heating and Cooling Schedule. After much discussion, **th item was tabled until next meeting. Moved by Mayor Banks, seconded by Councilmember Bell. A roll call vote was held and the motion to table the item until next meeting carried.**
- c. Review and Consideration to Approve a Contract with Duckels Construction for the Construction Hospital Hill VCP Replacement Project. Mayor Banks moved and Councilmember Hicks seconded the motion. A roll call vote was held and passed unanimously.
- d. Review and Consideration to Approve a Revocable license for use of the Hayden Center for an emergency family information/unification center in the event of an aeronautical disaster. Mayor Banks moved and Councilmember Hicks seconded the motion. A roll call vote was held and passed unanimously.
- e. Review and Consideration to Approve the EMERGENCY ORDINANCE NO. 738 AN ORDINANCE

AUTHORIZING THE USE OF LEASE-PURCHASE FINANCING TO ACQUIRE CERTAIN EQUIPMENT PURSUANT TO THE TERMS OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT BY AND BETWEEN ZIONS BANCORPORATION, N.A., AS LESSOR, AND THE TOWN, AS LESSEE; AUTHORIZING OFFICIALS OF THE TOWN TO TAKE ALL ACTION NECESSARY TO CARRY OUT THE TRANSACTIONS CONTEMPLATED HEREBY; DECLARING AN EMERGENCY; AND OTHER RELATED MATTERS. Mayor Banks moved to approve the Emergency Ordinance no.738, Mayor Pro Tem Gann seconded the motion. A roll call vote was held and the motion passed unanimously.

**Pulled Consent Items**

**Staff and Councilmember Reports and Updates:** Councilmember Hicks gave a Thank you to the Town employees for Employee Appreciation Day (tomorrow). Councilmember Carlson also thanked the employees. She also addressed Dana Haskins concerns about the Board's communication

**Executive session:** There was no Executive Session

**Adjournment:** Mayor Banks adjourned the meeting at 7:15 p.m.

Recorded by:

\_\_\_\_\_  
Barbara Binetti, Town Clerk

APPROVED THIS 20<sup>th</sup> DAY OF March, 2025.

\_\_\_\_\_  
Ryan Banks, 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
13490	Amplify Architecture & Drafting	308	Geothermal Building Architectural	03/01/2025	2,410.00		
Total 13490:					2,410.00		
1200	Bear River Valley Co-Op	FEB2025	Admin Fuel	02/25/2025	133.16		
1200	Bear River Valley Co-Op	FEB2025	Streets Vehicle Expense	02/25/2025	688.80		
1200	Bear River Valley Co-Op	FEB2025	Streets - Snow Removal	02/25/2025	2,327.54		
1200	Bear River Valley Co-Op	FEB2025	Parks - Vehicle Exp	02/25/2025	593.85		
1200	Bear River Valley Co-Op	FEB2025	Parks - Trails	02/25/2025	93.41		
1200	Bear River Valley Co-Op	FEB2025	Water vehicle exp - fuel	02/25/2025	304.64		
1200	Bear River Valley Co-Op	FEB2025	Sewer Vehicle Expense	02/25/2025	75.33		
1200	Bear River Valley Co-Op	FEB2025	PD Vehicle Expense	02/25/2025	1,006.64		
Total 1200:					5,223.37		
13437	Bedrock Energy, Inc.	HDN-HBP-004	Geothermal Design	03/03/2025	65,090.00		
Total 13437:					65,090.00		
13482	Blue to Gold, LLC	BTG-SC-11707	PD - 4 Officers, 3 Day Training	03/10/2025	1,980.00		
Total 13482:					1,980.00		
1310	Boyko Supply Co	220709-2	Parks - Dog Pit Bags, Liners, Soa	02/26/2025	545.08		
1310	Boyko Supply Co	221646	HC - Custodial Supplies	03/05/2025	44.16		
1310	Boyko Supply Co	221674	TH - Paper Towels	03/05/2025	67.47		
1310	Boyko Supply Co	221748	HC - Custodial Supplies	03/06/2025	175.30		
1310	Boyko Supply Co	221837	TH - Trash Bags	03/12/2025	37.72		
Total 1310:					869.73		
7900	Browns Hill Engineering &	1529	SCADA Lease	03/01/2025	2,338.00		
Total 7900:					2,338.00		
13223	CACP	5193	PD - CACP Conference Scurlock	03/10/2025	495.00		
Total 13223:					495.00		
1400	Caselle Inc	139303	Sewer Admin	03/01/2025	394.40		
1400	Caselle Inc	139303	Hayden Center	03/01/2025	394.40		
1400	Caselle Inc	139303	Admin	03/01/2025	788.80		
1400	Caselle Inc	139303	Water Admin	03/01/2025	394.40		
1400	Caselle Inc	139747	Restore Cash Receipting Data	03/13/2025	700.00		
Total 1400:					2,672.00		
1650	CEBT	INV 0073927	Planning Benefits	03/04/2025	1,708.83		
1650	CEBT	INV 0073927	PD Benefits	03/04/2025	12,703.34		
1650	CEBT	INV 0073927	Leg Benefits	03/04/2025	.94		
1650	CEBT	INV 0073927	Rec Benefits	03/04/2025	11,019.03		
1650	CEBT	INV 0073927	HC - Fitness Benefits	03/04/2025	2,457.27		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
1650	CEBT	INV 0073927	HC - Arts Benefits	03/04/2025	2,443.53		
1650	CEBT	INV 0073927	Sewer Admin Benefits	03/04/2025	2,027.32		
1650	CEBT	INV 0073927	Water Admin Benefit	03/04/2025	2,027.32		
1650	CEBT	INV 0073927	Admin Benefits	03/04/2025	6,295.75		
1650	CEBT	INV 0073927	Sewer Benefits	03/04/2025	4,240.34		
1650	CEBT	INV 0073927	Streets Benefits	03/04/2025	8,440.39		
1650	CEBT	INV 0073927	Water Benefits	03/04/2025	5,129.05		
1650	CEBT	INV 0073927	Parks Benefits	03/04/2025	3,117.26		
Total 1650:					61,610.37		
13397	Cedar Trail Creations	10MAR2025	Arts - Beer Steins	03/10/2025	297.00		
Total 13397:					297.00		
3770	CenturyLink	9595MAR2025	PD Phone 970-276-2564	03/04/2025	128.69		
Total 3770:					128.69		
13337	Champlin, Heather	20253121	Volleyball Ref x 8	03/12/2025	200.00		
Total 13337:					200.00		
13483	Childress, Rylen	1106.13	Utility Deposit Refund	03/12/2025	7.58		
Total 13483:					7.58		
10590	CIRSA	INV1001158	PD Insurance	03/13/2025	164.64		
10590	CIRSA	INV1001158	Streets Insurance	03/13/2025	51.74		
10590	CIRSA	INV1001158	Parks Insurance	03/13/2025	51.74		
10590	CIRSA	INV1001158	Water Insurance	03/13/2025	51.74		
10590	CIRSA	INV1001158	Sewer Insurance	03/13/2025	23.52		
10590	CIRSA	INV1001158	HC Insurance	03/13/2025	37.64		
10590	CIRSA	INV1001158	Adm Insurance	03/13/2025	42.34		
10590	CIRSA	INV1001158	Bldg Insurance	03/13/2025	47.04		
Total 10590:					470.40		
13106	Column Software PBC	315EBC08-012	RTA Formation Public Notice	03/07/2025	22.13		
Total 13106:					22.13		
13314	CRC Inc.	056	PW - Scoria Hauling	03/07/2025	720.00		
Total 13314:					720.00		
13491	Custom Cage	CC25-0078	PD - Prisoner Transport Barrier #7	03/06/2025	1,450.00		
Total 13491:					1,450.00		
12404	Dawson Infrastructure Solutions	INV215151	PW - Sewer Machine Cleaning Re	02/28/2025	1,150.15		
Total 12404:					1,150.15		
13167	Dex Imaging	AR12894354	HC - Copier	03/03/2025	49.79		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
Total 13167:					49.79		
13005	Employers Council	0000540058	HC - Background Check Spurlock	02/25/2025	167.00		
Total 13005:					167.00		
2230	Faris Machinery Company	G34730	PW - Sweeper Broom	03/10/2025	1,300.00		
Total 2230:					1,300.00		
12931	Flowpoint Enviornmental Systems	WE5456	Bulkwater POS	02/28/2025	324.73		
Total 12931:					324.73		
13209	Friends of Perry Mansfield Inc	01MAR2025	Performing Arts March, April, Mayl	03/01/2025	6,400.00		
Total 13209:					6,400.00		
3870	Grainger Inc	9432308097	WTP Hour Meters	03/10/2025	269.18		
Total 3870:					269.18		
12429	Hatten Enterprises LLC	21988	PW - Jones CDL Class B	01/29/2025	1,000.00		
12429	Hatten Enterprises LLC	21988	PW - Jones CDL Class B	01/29/2025	1,000.00		
12429	Hatten Enterprises LLC	21988	PW - Jones CDL Class B	01/29/2025	2,050.00		
12429	Hatten Enterprises LLC	21988	PW - Jones CDL Class B	01/29/2025	1,000.00		
Total 12429:					5,050.00		
2580	Hayden Merc	01-374695	Parks - Bucket	02/01/2025	15.98		
2580	Hayden Merc	01-377422	PW - Water Pump Repair	02/04/2025	20.98		
2580	Hayden Merc	01-385092	PW - Boiler Repair	02/12/2025	35.76		
2580	Hayden Merc	01-385260	PW - Propane for Pothole Patch	02/12/2025	65.99		
2580	Hayden Merc	01-385489	HC - Galentines Day Food	02/12/2025	43.63		
2580	Hayden Merc	01-385595	PW - Boiler Repar	02/12/2025	25.58		
2580	Hayden Merc	01-386577	HC - Liquor License Food	02/13/2025	35.83		
2580	Hayden Merc	01-387652	HC - Fitness Repairs	02/14/2025	.82		
2580	Hayden Merc	01-392337	HC - Sewer Hallway Repair	02/19/2025	49.96		
2580	Hayden Merc	01-392591	HPR - Meeting Snacks	02/19/2025	54.42		
2580	Hayden Merc	01-393359	Council Meal	02/01/2025	90.87		
2580	Hayden Merc	01-398639	PD - Adhesive Removal #715	02/25/2025	11.99		
2580	Hayden Merc	01-398770	HC - Fitness Repairs	02/25/2025	2.69		
2580	Hayden Merc	01-399786	PW - Water Truck Nuts/Bolts	02/26/2025	16.72		
2580	Hayden Merc	01-402244	TH - Council Chamber Lights	02/28/2025	14.85		
2580	Hayden Merc	02-349041	PW - Electrical Repair	02/10/2025	3.49		
2580	Hayden Merc	02-349637	HC Plumbing Supplies	02/11/2025	12.99		
2580	Hayden Merc	02-349640	PW - Vac Trailer Repair	02/11/2025	.87		
2580	Hayden Merc	02-349659	HC - Wrestling Room Sink Drain	02/11/2025	12.99-		
2580	Hayden Merc	02-356762	Parks - Office Supplies	02/19/2025	28.35		
2580	Hayden Merc	02-356913	HC - Sewer Repair	02/19/2025	49.99		
2580	Hayden Merc	02-357856	HC - Screws & Anchors for Interco	02/20/2025	10.08		
2580	Hayden Merc	02-362444	PW - Broom/Shovel	02/25/2025	46.98		
2580	Hayden Merc	02-363483	PW - Truck #4 Step Sides Paint	02/26/2025	25.77		
2580	Hayden Merc	02-363486	HC - Auditorium Electrical Repair	02/26/2025	38.97		
2580	Hayden Merc	03-300794	HC - Sewer Restroom Repair	02/03/2025	72.97		
2580	Hayden Merc	03-301542	Airport Lift Station Force Main	02/04/2025	18.58		



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
2580	Hayden Merc	03-302806	Parks - Flowers	02/06/2025	9.16		
2580	Hayden Merc	03-303805	Admin - Lunch Meeting	02/07/2025	33.66		
2580	Hayden Merc	03-313957	PW - Screws	02/20/2025	22.98		
2580	Hayden Merc	03-314039	Parks - Chainsaw	02/20/2025	205.57		
2580	Hayden Merc	03-319231	DCP Entry Lights	02/28/2025	12.99		
2580	Hayden Merc	03-319423	TH - Council Chamber Lights	02/28/2025	68.47		
Total 2580:					1,134.95		
1360	Hinton Burdick CPAs & Advisors	317193	2024 Audit Progress Billing	01/31/2025	1,500.00		
Total 1360:					1,500.00		
13484	Hulslander, Julie & Matt	1167.05	Utility Deposit Refund	03/12/2025	2.64		
Total 13484:					2.64		
13486	Kelley Automotive Group, LLC	24-367	PD - 2020 Durango	03/04/2025	22,421.00		
Total 13486:					22,421.00		
7980	Kutak Rock, LLP	3538170	Legal Services - PW Lease Purch	03/12/2025	12,500.00		
Total 7980:					12,500.00		
13487	LKC Bodywork	02	HC - Staff Appreciation Massages	12/23/2024	300.00		
Total 13487:					300.00		
12837	LRE Water Inc	29376	Monthly Water Rights Model	03/09/2025	141.75		
Total 12837:					141.75		
13332	Maroney Consulting Services LLC	1165	HC - Liquor License Training	03/03/2025	291.50		
Total 13332:					291.50		
8375	MASON SIEDSCHLAW	2767	Admin - Email Archive Access, Ph	03/18/2025	183.75		
8375	MASON SIEDSCHLAW	2767	HC - Desktop, Software, Licenses	03/18/2025	1,116.65		
Total 8375:					1,300.40		
13421	Mesa Planning & Design LLC	240408	Explorist - Review	03/03/2025	125.00		
13421	Mesa Planning & Design LLC	240408	Uplift Apartments - Review	03/03/2025	200.00		
13421	Mesa Planning & Design LLC	240408	Planner Project Catch Up	03/03/2025	50.00		
13421	Mesa Planning & Design LLC	240408	Moonlit Meadows - Review	03/03/2025	25.00		
Total 13421:					400.00		
2960	MJK Sales & Feed Inc	380721	Parks - Flower Barrels	02/07/2025	225.58		
Total 2960:					225.58		
4060	Murray Dahl Beery & Renaud LLP	19052	Legal Review	03/05/2025	5,830.00		
4060	Murray Dahl Beery & Renaud LLP	19053	Court - Pleaa Agreement	03/05/2025	216.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
Total 4060:					6,046.00		
13256	PDS INC	AR93295	PW - Copier	03/10/2025	29.02		
13256	PDS INC	AR93704	PD - Copier	03/10/2025	30.53		
Total 13256:					59.55		
12854	Pye Barker Fire & Safety, LLC	PSI1408658	Annual Extinguisher Testing	01/09/2025	461.00		
12854	Pye Barker Fire & Safety, LLC	PSI1408658	Annual Extinguisher Testing	01/09/2025	461.00		
12854	Pye Barker Fire & Safety, LLC	PSI1408658	Annual Extinguisher Testing	01/09/2025	461.00		
12854	Pye Barker Fire & Safety, LLC	PSI1408658	Annual Extinguisher Testing	01/09/2025	461.00		
12854	Pye Barker Fire & Safety, LLC	PSI1423129	DCP Fire Hood Inspection	02/27/2025	279.00		
Total 12854:					2,123.00		
13194	RubinBrown LLP	1043377	Admin - CPA Services	02/28/2025	1,340.00		
13194	RubinBrown LLP	1043377	Water Admin - CPA Services	02/28/2025	670.00		
13194	RubinBrown LLP	1043377	Sewer Admin - CPA Services	02/28/2025	670.00		
13194	RubinBrown LLP	1043377	HC - CPA Services	02/28/2025	670.00		
Total 13194:					3,350.00		
13488	Rydberg, Mercedes	1137.05	Utility Deposit Refund	03/05/2025	52.64		
Total 13488:					52.64		
13492	Salazar, Jady	20253122	Volleyball Ref x 4	03/12/2025	80.00		
Total 13492:					80.00		
5540	Snyder & Counts Feed & Supply	315942	WTP - Salt	03/06/2025	441.00		
Total 5540:					441.00		
10530	Staples Business Advantage	6025974727	TH - Paper, Pens	03/01/2025	74.38		
Total 10530:					74.38		
13047	Steadman Group LLC	HAYD1-2411	Region 1 Opioid Facilitation	01/03/2025	6,747.72		
13047	Steadman Group LLC	HAYD2-2501	Region 1 Opioid Facilitation Jan &	03/07/2025	19,762.50		
Total 13047:					26,510.22		
13478	Steamboat Engineering & Design	25006A	Geothermal PS Structural Design	03/06/2025	1,297.50		
Total 13478:					1,297.50		
6400	Steamboat Springs Chamber	29327	Economic Summit Sponsorship	03/11/2025	500.00		
Total 6400:					500.00		
13489	The Webstaurant Store, LLC	108377300	HC - Kitchen Supplies	03/05/2025	3,028.36		
Total 13489:					3,028.36		
13352	TransUnion Risk & Alternative	6609912-2025	PD & Court - People Address Sea	03/01/2025	75.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
	Total 13352:				75.00		
13190	Trey Steven Mullen	776	Media/Communications	03/04/2025	1,920.00		
	Total 13190:				1,920.00		
13417	Twin Enviro - Apex	206011	PD - Junk Abatement Order 24CV	01/27/2025	160.00		
	Total 13417:				160.00		
12864	UNCC	225020732	PW - Locate Tickets	02/28/2025	40.74		
	Total 12864:				40.74		
7070	USA BlueBook	INV00635401	PW - Lab Grade Water	02/26/2025	161.44		
	Total 7070:				161.44		
13086	Vital Records Holding, LLC	4765915	Town Hall Document Shredding	02/28/2025	196.92		
	Total 13086:				196.92		
13479	Welch, Nash	26FEB2025	Arts - UPS Store Postage Return	02/26/2025	37.94		
	Total 13479:				37.94		
13317	West Routt Sanitation LLC	945119	Snow Hauling	02/27/2025	720.00		
	Total 13317:				720.00		
13389	Wilson Williams LLP	1362	Xcel Transition Proceeding	01/31/2025	1,762.50		
13389	Wilson Williams LLP	1362	YVEA Franchise Review	01/31/2025	798.00		
13389	Wilson Williams LLP	1455	Xcel Transition Proceeding	02/28/2025	882.00		
13389	Wilson Williams LLP	1455	Geothermal Utility	02/28/2025	1,479.00		
	Total 13389:				4,921.50		
13485	WJ Livestock Trailer	261359	Parks - Flatbed, Truck #4 Waterin	02/27/2025	4,620.00		
	Total 13485:				4,620.00		
4010	Yampa Valley Electric	3101MAR2025	730013101 513 S Poplar Parks	03/13/2025	271.00		
4010	Yampa Valley Electric	3501MAR2025	730013501 513 S Poplar Pond	03/13/2025	147.76		
4010	Yampa Valley Electric	7601MAR2025	780017601 Lake View Parks Elect	03/13/2025	110.71		
4010	Yampa Valley Electric	8001MAR2025	700008001 Wash & Ash Elec	03/13/2025	213.21		
4010	Yampa Valley Electric	8103MAR2025	730008103 3rd St Parks Electric	03/13/2025	247.00		
4010	Yampa Valley Electric	8803MAR2025	780008803 Golden Meadows Pu	03/13/2025	826.36		
4010	Yampa Valley Electric	9402MAR2025	730009402 Key Pump Electric	03/13/2025	124.37		
	Total 4010:				1,940.41		
13128	Yampa Valley Sustainability Coun	16685	RC Climate Action Collaborative	02/28/2025	9,364.00		
	Total 13128:				9,364.00		

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
Grand Totals:					<u>268,633.54</u>		

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Report Criteria:

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



## TOWN OF HAYDEN CONSTRUCTION CONTRACT

### HBP Closed Loop Water Heating and Cooling Project 2024 Schedule 1

#### 1. PARTIES.

This Construction Contract (the "Contract"), dated as of March 6<sup>th</sup> 2025, is between the Town of Hayden, a Colorado home rule town (hereinafter called "Town") by and through its Town Council (hereinafter called "Council"), and Anson Excavation and Pipe (hereinafter called "Contractor"). For purposes of this Contract, the address of Town shall be P.O. Box 190, Hayden, Colorado 81639

For purposes of this Contract, the address of Contractor shall be:

789 Stock Dr. Craig CO  
PO Box 777  
Craig, CO 81626

#### 2. WORK TO BE DONE BY CONTRACTOR.

The Work to be done by Contractor is detailed in the Contract Documents and itemized in the Bid Form, Section of those Contract Documents.

As used herein, the term "Project Administrator" shall refer to such person as the Council may, from time to time, designate as Town's representative. The Project Administrator for this project shall be the Public Works Director, Bryan Richards. Any changes in the designation of the Project Administrator shall be made in writing signed by the Town Manager and sent to Contractor at the address set forth in Section 1 above by U.S. Mail, first-class postage prepaid. It is intended, and hereby permitted, that the Project Administrator may delegate the responsibility for inspecting the work on the Project to other Town employees and agents but only the Project Administrator shall have the right and power to accept or reject work or materials on the Project or otherwise exercise the discretion of the Project Administrator provided for herein. For the purposes of this contract, the designated agents will be, Bryan Richards Public Works Director, Town of Hayden.

#### 3. SCOPE OF WORK.

Contractor shall furnish all of the necessary supervision, materials, tools and supplies and perform all of the labor and other services necessary to complete the work set forth in the Contract Documents which is and referred to herein as the "Project."

All workmen shall be competent and have sufficient skill, knowledge and experience in their class of work and operation of equipment, to perform all work properly and satisfactorily.

Contractor agrees to do the work in a first class, substantial and workmanlike manner to the satisfaction of Town in strict accordance with the provisions of the Contract Documents.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

#### **HBP Closed Loop Water Heating and Cooling Project 2024 Schedule 1**

#### **4. TIME OF COMPLETION.**

Contractor shall commence the work required by the Contract Documents within ten (10) days of receipt of the Notice to Proceed and shall achieve Substantial Completion of the Project by October 31<sup>st</sup>, 2025. The Project shall be complete and ready for final payment within 45 days after Substantial Completion of the Project. Contractor agrees that the completion of the Project within the time as set forth herein is of the essence and agrees to proceed with due diligence, taking all precautions and making all necessary arrangements to ensure the completion of the work within the prescribed time period.

If Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, or fails to complete said work within such time, Town may, by written notice to Contractor, terminate his right to proceed with the work or such part of the work as to which there has been a delay. In such event, Town may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and use any or all materials, appliances and plant as may be on the site of the work and necessary therefor.

Contractor's right to proceed shall not be so terminated nor Contractor charged with resulting damage if Contractor is delayed at any time in the progress of the work by any negligent act of Town, Town employee or agent, or by changes ordered in the work, or by strikes, lock-outs, fire, unusual delay in transportation, unavoidable casualties or other causes beyond Contractor's control. Inability to purchase the required materials listed in Contractor's Proposal shall not be considered to be "beyond Contractor's control."

If delay is due to a cause beyond Contractor's control, the time of completion of the work shall be extended for a period equal to such portion of the period of delay as Contractor shall be able to show he could not have avoided by exercise of due diligence; provided, however, that in no event shall the time for Contractor's completion of the Project be extended beyond December 31<sup>st</sup>, 2025. Contractor shall advise Town in writing within three (3) days from the beginning of such delay and shall file a written claim for an extension of time within seven (7) days after the period of delay has ceased.

Contractor and Town recognize that time is of the essence as stated in above and that Owner will suffer financial loss if the Work is not completed within the times specified above, plus any extensions thereof

allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Town if the Work is not completed on time. Accordingly, instead of requiring any such proof, Town and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Town \$1,500 for each day that expires after the time specified above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Town, Contractor shall pay Town \$1,500 for each day that expires after the time specified above for completion and readiness for final payment until the Work is completed and ready for final payment.

## 5. COMPENSATION.

As consideration for the completion of the Project as required by the Contract Documents, Town shall pay to Contractor the sum of \$634,025.50 which amount shall be payable as follows:

5.1. Progress payments shall be made upon application of Contractor to be made not more frequently than every month during the Project. Payments shall be based upon the cost of labor and materials incorporated in the Project and materials suitably stored on the site as estimated by Contractor and approved by the Project Administrator.

Progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Town may withhold, including but not limited to liquidated damages.

- a. 95 percent of Work completed (with the balance being retainage).
- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

5.2. At the time of an application for a progress payment, Contractor shall submit to the Project Administrator an itemized statement supported by receipts or vouchers showing payment for materials, labor and subcontracts; a description of the work completed; and Contractor's estimate of the percentage of completion of the Project represented by the payment application.

5.3. Within thirty (30) days after receiving a complete application for progress payment and all required supportive information, Town shall pay to Contractor ninety-five percent (95%) of the amount shown in the application and approved by the Project Administrator. The remaining five percent (5%) shall be paid upon the issuance of the Certificate of Completion, and after advertisement of final payment required by C.R.S. § 38-26-107 has been published and all applicable time periods under C.R.S. § 38-26-107 have expired.

5.4. If materials stored at the Project site are paid for by Town, title to such materials shall vest in Town. If such materials are stolen, lost or damaged before their incorporation into the Project, they shall be replaced at Contractor's sole expense.

## 6. IMMIGRATION COMPLIANCE.

Pursuant to House Bill 1343 and to Section 8-17.5-101, C.R.S., et seq., "Contractor" warrants, represents, acknowledges, and agrees that:

The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract nor contract with any subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

The Contractor has verified or attempted to verify through participation in the E-Verify Program that the Contractor does not employ any illegal aliens. (For the purpose of this paragraph, "E-Verify Program" is defined to mean the employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security). If the Contractor is not accepted into the E-Verify Program prior to executing this contract, the Consultant shall apply to participate in the E-Verify Program every three months until the Contractor is accepted or this contract has been completed, whichever is earlier. The Contractor shall not use the E-Verify Program procedures to undertake pre-employment screening of job applicants while this contract is being performed. This paragraph shall not be effective if the E-Verify Program is discontinued.

If the Contractor obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, the consultant shall notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph, the subcontractor does not stop employing or contracting with the illegal alien. The Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The Contractor shall also comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the department is undertaking pursuant to C.R.S. 8-17.5-102(2).

## 7. TAXES.

Construction and building materials sold to Contractor and subcontractors for use on structures, roads, streets, highways, and other public works owned by the Town of Hayden are exempt from Colorado sales and use taxes. However, such materials may be subject to any sales taxes imposed by local cities and counties and other local taxing authorities.



Contractor and subcontractors shall apply to the Colorado Department of Revenue for certificates of exemption indicating that their purchase of construction or building materials is for a public project. Completed copies of Application for Exemption Certificate with the approval of the Colorado Department of Revenue noted thereon should be delivered to Town prior to issuance of the Notice to Proceed. Contractor agrees to secure from each subcontractor copies of that subcontractor's approved Application and furnish a copy to Town.

## 8. INDEMNIFICATION AND INSURANCE.

Contractor shall indemnify and hold harmless Town, the Council and its agents and employees from and against any and all claims, damages, loses, injuries and expenses, including attorney's fees, arising out of or resulting from the performance of the work on the Project.

Contractor shall procure and maintain, at his own expense, until completion of all work and acceptance thereof by Town, all of the insurance coverages required below. Contractor shall furnish Town with a certificate of such insurance acceptable to Town. Such certificate shall be issued to Town and shall provide for ten (10) days written notice of cancellation or material change in coverage. The certificate shall be filed prior to the start of any work on the Project.

8.1. Liability Insurance. Contractor shall procure and maintain Comprehensive General Liability, including completed operations, contractual liability and automobile liability insurance affording coverage for all claims for bodily injury including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by Contractor or by subcontractors under him or anyone directly or indirectly employed by Contractor or by a subcontractor under him. Such insurance shall provide limits of liability of not less than one million dollars (\$1,000,000.00). Contractor shall furnish current certificates of insurance which shall include a provision that the insurance will not be canceled without ten (10) days prior notice to Town. All such insurance shall be written on a Comprehensive Form of Policy. All such insurance shall name Town as insured and Contractor as an additional insured.

8.2. Workman's Compensation Insurance; Unemployment Insurance; and Income Tax Withholding. Contractor shall procure and maintain Workman's Compensation Insurance at his own expense during the life of this Contract, including occupational disease provisions for all of his employees. Contractor shall also require each subcontractor to furnish Workman's Compensation Insurance, including occupational disease provisions for all of the latter's employees, otherwise he accepts full liability and responsibility for subcontractor's employees. In cases where any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Workman's Compensation statute, Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected. Neither the Contractor nor any employee of Contractor shall be entitled to unemployment insurance benefits through the Town and the Contractor shall be obligated to pay any federal or state income taxes due with respect to any sum payable by Town hereunder.

## 9. SUBLETTING OF CONTRACT.

Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this Contract, or of his right, title or interest therein, without the written consent of Town, which consent may be withheld without cause.

Contractor may utilize the services of specialty subcontractors on those parts of the Project which, under normal contracting practices, are performed by specialty subcontractors.

Contractor shall not award work to subcontractors in excess of fifty percent (50%) of the contract price without prior written approval of Town.

Contractor shall be fully responsible to Town for the acts and omissions of his subcontractors and of persons directly employed by them, as he is for the acts and omissions of persons directly employed by him.

Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Project to bind the subcontractors to Contractor by the terms of the Contract Documents and to give Contractor the same power as regard terminating any subcontract that Town may exercise over Contractor under any provision of the Contract Documents.

Nothing contained in this Contract shall create any contractual relationship between any subcontractor and Town.

#### 10. WARRANTY.

Contractor warrants to Town that all equipment and materials to be furnished under this Contract shall be free from all defects in workmanship and materials.

Contractor shall remove from the Project area all work or materials rejected by the Project Administrator for failure to comply with the Contract Documents, whether incorporated in the construction or not. Contractor shall promptly replace the materials or re-execute the work in accordance with the Contract Documents and without expense to Town which are or become defective due to such defects within two (2) years after date of receipt by Town. Contractor shall also bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

Should Contractor fail to proceed promptly in accordance with this warranty, Town may have such work performed at the expense of Contractor.

#### 11. PRE-CONTRACT EXAMINATION.

Before submitting his Bid, Contractor examined all of the work to be done as described in the Contract Documents and became well and fully informed as to the materials and character of work required, the relationship of all the particular parts of the work.

After execution of this Contract, no consideration will be granted for any misunderstanding of the materials to be furnished or the work to be done, it being mutually understood that the tender of the proposal carried with it an agreement to this end and all other conditions mentioned in this Contract and the Bid, and implied a full and complete understanding of them.

Should anything be omitted from the Construction Plans or Specifications necessary to the proper completion of the work herein described, it shall be the duty of Contractor to so notify Town before signing this Contract, and in the event of the failure of Contractor to give such notice, he shall make good any damage or defect in his work caused thereby without extra charge. No allowance will be made for lack of full knowledge of all conditions, except such underground conditions as are determined after commencement of the work and were unknown to Contractor.

#### 12. ACCESS AND INSPECTION.

Town and the Project Administrator shall at all times have access to the work. Contractor shall provide proper facilities for such access and for inspection of the work. The Project Administrator is, in the first instance, the judge of the performance of the Contract as it relates to compliance with the Proposal, quality of workmanship and material.

All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

The Project Administrator may order that portions of the work be uncovered, exposed or made available for observations, inspection or testing. Contractor shall provide all necessary labor, materials, tools and equipment to comply with the Project Administrator's order. If such portion of the work is determined to be defective, Contractor shall bear all costs involved, including the cost of reconstruction. If such portion of the work is determined to be in substantial compliance with the Proposal, Contractor shall be compensated in accordance with Section 16 **\*\*(Changes and Additional Work)**.

#### 13. MEASUREMENTS.

Contractor shall verify all measurements for unit bid price items at the site. All dimensions shown for existing work and all dimensions required for work that is to connect with work now in place shall be verified by Contractor by actual measurement of the existing work. Any discrepancies between the contract requirements and the existing conditions shall be referred to the Project Administrator before any work affected thereby has been performed. No compensation will be allowed for differences between actual dimensions and those indicated on the Proposal. Differences shall be submitted to the Project Administrator for consideration before proceeding with work, and in the event of the failure of Contractor to so notify the Project Administrator, Contractor shall make good any damage or defect in this work caused thereby, without extra charge to Town.

#### 14. NON-DISCRIMINATION.

During the performance of this Contract, Contractor agrees as follows:

14.1. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age. Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to the above mentioned characteristics. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; lay-offs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contractor setting forth provisions of this non-discrimination clause.

14.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age.

15. PROTECTION OF WORK AND PROPERTY.

Contractor shall continuously maintain adequate protection of his work and materials, protect the property on which the Project is to be constructed from injury or loss arising in connection with the Contract and adequately protect adjacent property as provided by law and Contract Documents.

Contractor shall at all times conduct his work so as to assure the least possible obstruction to traffic and adjacent residents. The safety and the protection of persons and property of the general public and residents along the street, highway and areas adjacent to the work shall be provided for by Contractor.

Contractor shall make good any damage, injury or loss, except such as may be:

- a. directly due to errors in the Proposal;
- b. caused by agents or employees of Town; or
- c. due to causes beyond Contractor's control and not due to his fault or negligence.

Contractor shall take all necessary precautions for the safety of employees on the work and shall comply with all applicable provisions of federal, state, municipal, Town or any other political subdivision's safety laws and building codes to prevent accident or injury to persons on, about or adjacent to the premises where the work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workmen and the public and, if necessary, shall take all other action necessary to assure the safe passage of pedestrians and automobiles.

16. CHANGES AND ADDITIONAL WORK.

Town may order changes within the scope of the work without invalidating this Contract. Such changes shall not require work beyond the geographical limits of the original Project unless the Contract is modified. An increase or decrease in the unit cost or completion time requires an equitable adjustment and a change order shall be authorized by the Project Administrator.

No deviations from the Proposal will be permitted except those specifically authorized by a written change order issued and signed by the Project Administrator. Any completely executed change order shall be considered authorization to proceed with the additional work. If Contractor proceeds without this authorization, he shall forfeit any claim for additional compensation for the work so performed.

If Town deems it expedient to correct damaged work or work not performed in accordance with this Contract, an equitable deduction from the contract price may be authorized by change order.

17. PARTIAL ACCEPTANCE.

During the prosecution of the Project, Contractor may substantially complete a unit or portion of the Project. Contractor may request Town's Project Administrator to make a final inspection of that portion of the Project. If the Project Administrator finds, upon inspection, that the work has been satisfactorily completed in compliance with the Contract Documents, he shall accept the work as being completed and Contractor shall be relieved of further responsibility for that work. Such partial acceptance shall in no way void or alter any terms of this Contract.

18. FINAL INSPECTION, ACCEPTANCE AND SETTLEMENT.

When the work is complete and ready for final inspection, Contractor shall file a written notice with the Project Administrator that the work, in the opinion of Contractor, is complete under the terms of this Contract.

Within ten (10) days after Contractor files written notice that the work is complete, the Project Administrator and Contractor shall make a "final inspection" of the Project to determine whether the work has been completed in accordance with the Contract Documents. A final list shall be made by the Project Administrator in sufficient detail to fully outline to Contractor:

- a. Work to be completed, if any;
- b. Work not in compliance with the Bid, Drawings or Specifications, if any; and
- c. Unsatisfactory work for any reason, if any.

Four (4) copies of the list will be counter-signed by the Project Administrator and will then be transmitted to Contractor (two copies) and Town (two copies).

Town shall not authorize final payment until all items on the list have been completed, a certificate of completion issued, and the notice of final payment as required by C.R.S. § 38-26-107 has been published and all applicable time periods under C.R.S. § 38-26-107 have expired.

Before Town is required to advertise, Contractor shall deliver to Town all guarantees and warranties, all statements to support Colorado sales and use tax refunds, if applicable, one (1) set of as-built drawings showing all job changes, and demonstrate to the operating personnel of Town the proper operation and maintenance of all equipment which is a part of the Project.

Upon completion of the foregoing, the Project shall be advertised by a notice of Contractor's settlement by two (2) publications of the notice, the last publication appearing at least ten (10) days prior to the time of final settlement. On the date of final settlement thus advertised, and after Contractor has submitted a written notice to Town that no claims have been filed, payment and settlement shall be made as provided in C.R.S. § 38-26-107.

If any unpaid claim for labor, materials, supplies, equipment or damages to third parties filed before payment in full of all sums due Contractor, Town shall withhold from Contractor sufficient funds to insure the payment of such claim until the same shall have been paid or withdrawn, such payment or withdrawal evidenced by filing a receipt in full or an order for withdrawal signed by the claimant or his duly-authorized agent or assignee.

19. CANCELLATION OF CONTRACT.

Failure of Contractor to comply with any of the requirements of this Contract and the Specifications may be considered as evidence of the inability on the part of Contractor to maintain the quality and service standards deemed necessary and shall be sufficient cause for the cancellation of this Contract.

20. ATTORNEY FEES.

In the event either party to this Contract brings suit to enforce or interpret any portion of this Contract, the party substantially prevailing in such action shall be entitled to recover all costs incurred in such action, including without limitation reasonable attorney's fees.

21. INTEGRATION; VENUE AND JURISDICTION.

This Contract shall be binding on and inure to the benefit of the parties hereto, their respective successors and assigns, and shall not be deemed to be for the benefit of or enforceable by any third party. This Contract constitutes the entire agreement between the parties concerning the work described in the Scope of Work and may not be amended except by a written document executed by both parties hereto. This Contract shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of laws rules. The parties hereby agree that venue and jurisdiction for all actions taken with respect to this Contract shall be in the Routt County District Court in Steamboat Springs, CO.

22. LIMITATION ON SPENDING- In accordance with §24-91-103.6(2) C.R.S., the Town makes the following statements:

22.1. The amount of money appropriated by the Town is equal to or in excess of the Compensation described above.

22.2. No change order or other form of order or directive can be issued by the Town, which requires additional compensable work to be performed, which work causes the aggregate amount payable under the contract to exceed the amount of the Compensation described above, unless the Contractor is given written assurance by the Town that lawful appropriations to cover the costs of the additional work have been made, or unless such work is covered under a remedy granting provision in this Contract.

Town of Hayden

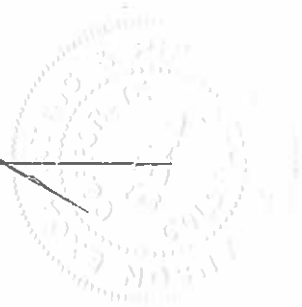
ATTEST:

\_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Mayor, Town of Hayden

Contractor

By:  \_\_\_\_\_  
Title: Owner





FORM MEMO [[TO BE ADAPTED FOR USE BY RTA PARTICIPATING ENTITY]]

**TO:**

**FROM:** Yampa Valley Regional Transportation Authority Formation Committee

**DATE:** March \_\_, 2025

**RE:** *For First Public Hearing on Draft RTA IGA – No Formal Action Required*

**I. Background**

Counties and municipalities in Yampa Valley have a longstanding history of efforts to address transportation options for their local workforces and economies. These efforts have included deliberations on a regional approach to transportation. In 2023, Routt County, the City of Steamboat Springs, and the City of Craig hired Fehr and Peers to evaluate the formation of a regional transportation authority under state law. On the basis of that report, in 2024, Routt County, the cities of Steamboat Springs and Craig, the towns of Hayden, Yampa, and Oak Creek (“Initial Members”), and the Steamboat Ski and Resort Corporation (“SSRC”) committed to establish a formation committee comprised of one elected official from each of the local governments and one representative from SSRC (“Formation Committee”) to evaluate a regional transportation authority.

After a competitive selection process, the Formation Committee retained Bill Ray to serve as a political consultant and the law firm Kaplan Kirsch LLP to serve as special counsel for advice in the formation process. The Formation Committee has recommended that the Initial Members proceed forward in the process by submitting the proposed draft “Yampa Valley Transportation Authority Intergovernmental Agreement” (“IGA”) for an initial public hearing to receive input on the terms and provisions of the IGA.

This memo provides an overview of the formation process, the proposed terms of the IGA, and the initial projects and funding sources proposed by the Formation Committee should the parties decide to proceed to adoption of the IGA. This memo and the recommendations from the Formation Committee primarily address the formation process. The post formation process and standing up of the separate entity is beyond the scope of the memo. Attached for reference are the RTA formation timeline and election deadlines. The timeline contemplates the possibility of revising the IGA based on important feedback received in the process prior to submitting the IGA to the ballot for voter approval. (See Attached spreadsheet).

**II. Formation Process, Statutory Timelines, and Key Terms of the IGA**

An RTA’s purpose is to provide transportation facilities and services. The Act requires a combination of two or more local governments to form an RTA. The Act further requires an IGA that addresses requirements of the Act. The attached chart summarizes the contractual terms the

Act requires in the IGA and the terms the Formation Committee proposed in the draft IGA under consideration. (See Attached Chart)

To form the IGA, the Initial Members shall hold *at least two public hearings* on the proposed IGA prior to final adoption. The Act requires newspaper publication at least 10-days in advance of each hearing, which occurred [Click or tap here to enter text](#). The public hearing may be conducted similar to your existing public hearing practices with the general order of procedure as follows: 1) chair opens the public hearing, Bill Ray will present a slide deck presentation in addition to any staff report; 2) members may ask questions; 3) chair takes public comments from members of the public requesting to speak on the matter; and 4) chair closes the public hearing. After the initial public hearing, the Initial Members may consider any feedback from the public hearing process.

At the second public hearing, you will be asked to take action to approve the IGA by resolution in order to advance the draft IGA on to CDOT and neighboring jurisdictions for review<sup>1</sup>. This formal process starts the 90-day period for CDOT and neighboring jurisdictions to register any objections based on impacts, if any, to transportation services and facilities owned or operated by CDOT or neighboring jurisdictions. There is an additional 90-day period to resolve any objections. Informal feedback from CDOT and neighboring jurisdictions has been positive. Once the formal period has expired, or a shorter time period if there are no objections or if objections, if any, are resolved quickly, the Initial Members must refer a question to the ballot for voter approval to complete the formation prerequisites. If the voters approve the ballot formation question, the RTA is constituted as a political subdivision of the state governed by a board appointed by the member jurisdictions.

### III. Statutory Authorization for taxation and elections

As stated above, the Formation Committee has made recommendations for the Initial Funding Sources which are enumerated in Article 7 of the draft IGA. Of the funding sources, only one tax measure, sales tax, is under consideration. The IGA expressly prohibits the Authority from imposing any mill levy on taxable property<sup>2</sup>. The Act authorizes a local government member to levy a sales or use tax, or both, at a rate not to exceed 2% upon every transaction or other incident with respect to which a sales or use tax is levied by the state. The Act authorizes sales/use taxes to be imposed at a different rates in different jurisdictions. RTA sales taxes are imposed on the same tax base as the state sales tax.

RTA taxes are subject to TABOR and, thus, can only be imposed if they are approved by the voters. Tax elections must be held in November. A tax question may be combined with the ballot question to approve the formation of the RTA. Each of the proposed Initial Members may separately vote to approve or disapprove inclusion of their jurisdiction within the proposed RTA and associated taxes within their jurisdictions. An RTA board may later decide to become an enterprise or may decide to call its own tax elections in subsequent years, which is a distinctly different process.

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<sup>1</sup> The counties of Eagle, Grand, Rio Blanco, Jackson, and Moffat and, in addition the EVTA

<sup>2</sup> The Act authorizes property and visitor benefit tax. Property taxes must be imposed uniformly while a visitor benefit may be imposed at different rates, similar to sales tax.



Town of Hayden

Town Council Agenda Item

**MEETING DATE:** March 20, 2025

**AGENDA ITEM TITLE:** Hayden Resiliency Project consultant contract with Clarion Associates, LLC.

**AGENDA SECTION:** New Business

**PRESENTED BY:** Tegan Ebbert, Community Development Director.

**CAN THIS ITEM BE RESCHEDULED:** Yes, but not recommended.

**BACKGROUND REVIEW:** Over the last year, with Town Council approval, staff sought funding for and developed in concept the Hayden Resiliency Project. The Project is a five-prong study encompassing a Development Code assessment/update, Public Work's Study and CIP update, Environmental Resiliency Review, Community Health Assessment and Action Plan, and a Financial Growth Model. The resulting plans/studies will act as an aid for elected and appointed officials to make decisions with more comprehensive community data available to them and increased foresight into financial, health, and environmental trends.

A competitive request of for proposal process occurred and staff received several submittals. Attached is the contract with Clarion Associates, LLC, the selected consultant group to support the project. Clarion Associates specializes in Land Use/Development Code creation and are partnering with Brendle Group for the environmental resiliency planning and Texas A&M to complete the community health planning and financial growth model. The Town intends on contracting with Zenobia Consulting for the Public Work study/CIP update separately.

Clarion Associates has worked extensively in Colorado, including in the creation of Land Use/Development Codes over the last three years in Eagle, Grand Junction, and Silverton and community plans in Lyons and Manitou Springs.

Attached to the contract is the scope of work that outlines the public engagement plan, branding/webpage communications, and the different stages of research/data collection, drafting, public and elected official review steps, etc.

In addition to Town staff and the Clarion Associates team, the Town of Hayden will be working with the CU Boulder, Masters of the Environment Capstone Team will be supporting this project through community engagement efforts, engagement of subject matter experts, and performing reviews of plan drafts to ensure cohesive messaging, language, and themes. The Capstone Team will extend the limited capacity that staff have by working alongside them as an extra set of eyes and ears.

The approved 2025 project budget for the Resiliency Project was \$275,000 with 50% of the project being funded by the Department of Local Affairs.

The Clarion Associates portion, to include the Brendle Group and Texas A&M work, totals \$257,000.

We anticipate the Zenobia portion of the plan will cost \$43,000. This puts the total project budget at \$300,000 however some of the work will land in 2026 and be included in the budget for that year.

**RECOMMENDATION:** Move to approve and authorize the Town Manager to sign the Resiliency Project consultant contract with Clarion Associates, LLC in an amount not to exceed \$257,000.

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



### **AGREEMENT FOR PROFESSIONAL SERVICES**

This **AGREEMENT FOR PROFESSIONAL SERVICES** is made effective the \_\_\_\_\_ day of \_\_\_\_\_, 2025 between the TOWN OF HAYDEN, a Colorado home rule municipal corporation ("Town"), and CLARION ASSOCIATES, LLC, a Colorado Limited Liability Corporation ("Consultant").

#### **WITNESSETH:**

In consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Scope of Agreement.** Consultant agrees to provide consulting services, as more fully identified in the attached exhibits, and any work orders subsequently authorized by, and for the Town of Hayden, Colorado.
2. **Consideration.** The Town agrees to compensate Consultant for its fees and services in an amount as established within the Professional's submittal for the scope of work attached, and work orders subsequently authorized (the "Work"). Work shall be performed based on the scope identified in Exhibit A, and compensated on the basis of time and expenses with reference to Exhibit B (Project Budget) unless otherwise authorized. Consultant may adjust its rates annually, consistent with its standard rates charged to other clients for similar work with a cap of 3% increase per year unless negotiated in advance with the Town. The Town shall pay amounts due pursuant to the scope of work, or any work orders subsequently authorized, within 30 days of the Town's receipt of an invoice delivered by Consultant. In the event the Town fails to pay amounts owed within 30 days of its receipt of an invoice, the outstanding amounts owed pursuant to such invoice will accrue interest at a rate of the lesser of 18% per annum and the greatest amount allowable under applicable local, state and federal law.
3. **Term and Renewal.** This Agreement shall be effective as of the date of its execution by both parties and shall extend for a one-year period, with the option to renew in additional one-year periods, unless earlier terminated pursuant to paragraph 13, subject to and conditioned upon annual budgeting by the Town for Consultant's services pursuant to Section 9, below. Should the Town fail to budget for Consultant's services in any budget year, then this Agreement shall not renew and shall automatically terminate. This Agreement may also be terminated at any time pursuant to Section 13, below.
4. **Non-Exclusive.** This Agreement shall not be deemed to be an exclusive agreement. From time to time, the Town, at its sole discretion, may contract with firms other than the Consultant to provide services similar to or related to those offered by the Consultant.

5. Data and Final Product. All data that is produced and finalized by consultant firm for this project will be transferred to Town at the end of the contract including all renderings, AutoCAD files, images, or any data that is finalized by consultant for the Town.
6. Status. Consultant is an independent consultant and shall not be considered an employee of the Town for any purpose.
7. Standard of Care. The standard of care applicable to Consultant's services will be in accord with a manner that is consistent with the level of care and skill exercised by professionals in the same discipline practicing in Colorado. Consultant will re-perform any services not meeting this standard without additional compensation.
8. Indemnity. Consultant shall hold harmless and indemnify the Town from and against any damages awarded against the Town, or incurred by the Town in defense of any claim (including reasonable attorneys' fees, costs or expert witness fees), Consultant's or its sub-consultants, and their respective officers, employees and agents performance of its obligations under this Contract.
9. Insurance. Consultant and any sub-consultants shall maintain workers' compensation, automotive liability, and general liability insurance coverage with at least the following minimum limits: General Liability - \$1,000,000 per occurrence/\$2,000,000 Aggregate; Automobile - \$1,000,000 combined single limit, with a Hired & Non-owned Auto clause; Workers Compensation — Colorado State Statutory Limits. Consultant shall also maintain professional liability insurance with coverage limits of \*\*\$1,000,000 per occurrence/\$1,000,000 Aggregate\*\*. The Town and its employees shall be named as an additional insured under the general liability policy, which shall specifically insure Consultant's indemnity obligations pursuant to the preceding Section 7, above. Every policy required above shall be primary insurance, shall contain a waiver of subrogation provision against the Town and its, officers, employees and agents, and any insurance carried by the Town, its officers, or employees, or agents shall be excess and not contributory insurance to that provided by the Consultant. The additional insured endorsement shall not contain exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under each of the policies required above. Certificates of insurance shall be completed by the Consultant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. Each certificate shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of this Agreement upon which the Town may immediately terminate the Agreement, or at its discretion may procure or renew any such policy or an extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town. The parties hereto understand and agree that the Town is relying on, and does

not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$387,000 per person and \$1,093,000 per occurrence) or any other rights immunities and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Town, its officers or employees.

10. Governmental Immunity/TABOR. Nothing herein shall be interpreted as a waiver of governmental immunity, to which the Town would otherwise be entitled under § 24-10-101, et seq., C.R.S., as amended. This contract is also contingent upon annual budgeting by the Town of Hayden and nothing in this contract shall be construed as a multi-year financial obligation of the Town.
11. Immigration Compliance. The Consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract nor contract with any subconsultant that fails to certify to the consultant that the subconsultant shall not knowingly employ or contract with an illegal alien to perform work under this contract.

The Consultant has verified or attempted to verify through participation in the E-Verify Program that the Consultant does not employ any illegal aliens. (For the purpose of this paragraph, "E-Verify Program" is defined to mean the employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security). If the Consultant is not accepted into the E-Verify Program prior to executing this contract, the Consultant shall apply to participate in the E-Verify Program every three months until the consultant is accepted or this contract has been completed, whichever is earlier. The Consultant shall not use the E-Verify Program procedures to undertake pre-employment screening of job applicants while this contract is being performed. This paragraph shall not be effective if the E-Verify Program is discontinued.

If the Consultant obtains actual knowledge that a subconsultant performing work under this contract knowingly employs or contracts with an illegal alien, the consultant shall notify the subconsultant and the Town within three days that the Consultant has actual knowledge that the subconsultant is employing or contracting with an illegal alien; and terminate the subcontract with the subconsultant if within three days of receiving the notice required pursuant to this paragraph, the subconsultant does not stop employing or contracting with the illegal alien. The Consultant shall not terminate the contract with the subconsultant if during such three days the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with an illegal alien.

The Consultant shall also comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the department is undertaking pursuant to C.R.S. 8-17.5-102(2).

12. Employees, Subcontractors and Assignees. The providing of professional services required under paragraph 1 of this Agreement shall be the responsibility of Consultant. Consultant may employ

or subcontract with additional persons to assist in the performance of this Agreement. Supervision and payment of any such persons shall be the sole and exclusive responsibility of Consultant. Notwithstanding the foregoing, however, this Agreement shall not be assigned by Consultant to a third party without the prior express written consent of the Town.

13. Termination At any time the Town may terminate this Agreement effective immediately upon the delivery of written notice to Consultant. In the event of any such termination, the Town shall pay Consultant for monies owing through the date of termination, Consultant may terminate this Agreement if the Town fails to make any payments when due or otherwise fails to perform or fulfill any obligation under this Agreement. In the event of any such termination, the Town shall pay Consultant for monies owing through the date of termination.

14. Agreement Administration and Notice. For purposes of administering this Agreement, the Town Council hereby appoints the Town Manager to represent the Town in carrying out the purposes and intent of this Agreement. Any notices required to be given pursuant to this Agreement shall be delivered as follows:

To the Town:                      Mathew Mendisco, Town Manager  
Town of Hayden  
P.O Box 190  
178 West Jefferson  
Hayden, CO 81639

To the Consultant:                Elizabeth Garvin, Managing Director  
Clarion Associates  
1630 Welton, Ste. 1000C  
Denver, CO 80202  
egarvin@clarionassociates.com

15. Responsibilities. Consultant shall be responsible for all damages to persons or property caused by the Consultant, its agents, employees or sub consultants, to the extent caused by its negligent acts, errors and omissions hereunder.

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the written mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

17. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Exclusive venue for any action instituted pursuant to this agreement shall lie in Routt County, Colorado.

18. Force Majeure. Consultant shall not be responsible for any time delays caused by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Consultant's control.



19. Authority. Each person signing this Agreement represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

20. Attorneys' Fees. Should this Agreement become the subject of litigation between the Town and Consultant, the substantially prevailing party shall be entitled to recovery of reasonable costs, expert witness fees and attorney fees incurred in connection with such litigation. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

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**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_, 2024.

**TOWN OF HAYDEN**  
a Colorado home rule municipal corporation

By: \_\_\_\_\_  
Mathew Mendisco, Town Manager

**ATTEST:**

\_\_\_\_\_  
Barbara Binetti, Town Clerk

**CONSULTANT**

By: \_\_\_\_\_

**Exhibit A  
SCOPE OF WORK**

**Scope of Work**

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**TASK 1: PROJECT ORIENTATION**

**1.1 Project Scope**

The Clarion Team and Town staff will start the project with a kickoff call to share introductions and walk through the project scope to provide clarifications and refinements as needed.

**1.2 Project Management Plan (PMP)**

Effective project management is an essential component of getting to adoption. The Clarion Team has a solid record of completing (adopted) projects on time and within budget. Our success is due in part to our communication with our clients throughout the project and our ability to make scheduling and drafting adjustments when necessary. We will schedule a twice-monthly status call with Hayden’s Project Management Team (HPMT), maintain an updated project schedule, and work with staff to identify the most effective shared project management tracking and document sharing tools.

**1.3 Public Engagement Plan (PEP)**

Creating opportunities for meaningful public engagement related to a technically complex project can be especially challenging. Our team will develop a Public Engagement Plan that draws from our experiences facilitating similar projects in Colorado and across the country. The Public Engagement Plan will:

- Establish overarching goals for public participation;
- Define specific groups and audiences to be engaged during each project task;
- Establish an overall schedule/timeline for public participation activities;
- Identify specific tools, techniques, and educational materials anticipated to be used during each round of outreach activities, as well as any materials or information to be distributed or shared during public events; and
- Define roles and responsibilities (Town staff/CU Students/Clarion Team) for the execution of various tasks related to specific events and activities.

The Public Engagement Plan will be an iterative document that is used and revised throughout the project process.

We anticipate working with four primary groups across the project and the timing of these meetings will be detailed in the Public Engagement Plan:

- **HPMT:** Hayden Project Management Team (core Town project management)
- **RPWG:** Hayden Resiliency Plan Working Group, range of community representatives with project-relevant experience and community knowledge
- **TAC:** Technical Advisory Committee, representatives from Town and county staff, regional organizations, and state agencies (as needed)
- **Stakeholders:** Property owners, developers, development professionals, design professionals, code users, local/regional organizations (e.g., environmental, affordable housing, open spaces/recreation, agriculture)

#### **1.4 Project Branding and Webpage (Setup/Ongoing Maintenance)**

Clarion Team members will work with staff to develop the project branding and marketing standards, which include project logo development, color and font selection, deliverable templates, and style guide. This task also includes the preparation of a one- to two-page handout that provides an overview of the Resilience Plan project and outlines/responds to (FAQ) questions that are likely to emerge regarding the relationship between the Hayden Forward Master Plan and the Resilience Plan process.

We will also work with the Town to establish a dedicated project webpage on the Town's website (or a link to an external site if needed), with a framework for subsequent updates during the Resilience Plan project timeline. Once the project webpage is established, Clarion Team members will provide project branding materials and periodic content updates to Town staff for incorporation at key points during the process.

#### **DELIVERABLES**

1. Public Engagement Plan (staff and public drafts)
2. Project Management Plan (staff draft)
3. Project logo and branding materials (internal draft and final)
4. One- to two-page About the Project handout
5. Introductory content for project webpage (updates to webpage will be part of later project tasks)

#### **TASK 2 DEVELOPMENT CODE ASSESSMENT**

##### **2.1 Development Code Assessment, Staff Review Draft**

To get the Development Code update started, the Clarion Team will prepare a staff review draft of the Development Code Assessment. Generally, the Assessment will address:

- Development Code alignment with the Hayden Forward Master Plan, including creating a recommended lineup of zoning districts to better implement the Future Land Use Map designations;

- Opportunities to modernize the Development Code to address current and future development needs and patterns;
- Potential impacts of proposed changes on individual development types (e.g., existing/future subdivisions, nonconformities, and redevelopment);
- Overall organization and user-friendliness of the Development Code;
- Specific updates identified in the RFP, including: incorporation of resiliency criteria into the decision-making process, increased community engagement/public notice, code incentives for the creation of affordable housing, updated development standards that push new development and redevelopment toward more resilient design, and incorporation of infrastructure requirements in development design and approvals; and
- Revisions to incorporate changes in local, state, and federal laws.

The Development Code Assessment will provide recommendations for an improved organizational structure, a description of regulatory and procedural options to consider, and commentary explaining the rationale for recommended changes. These recommendations will be guided by regulatory best practices, effective approaches used in peer communities, and the Clarion Team’s experiences with similar projects. The staff draft of the Development Code Assessment will allow Town staff to provide substantive feedback and identify any issues that should be clarified, adjusted, or added to the document prior to public review.

## **2.2 Internal Comments and Public Review Draft**

We will work with the HPMT to set up a series of meetings to introduce and seek input on key recommendations established as part of the Assessment. This will include meetings with the Project Working Group, Town Council, and Planning Commission. Input received as part of these meetings will be incorporated as part of the public draft. Following joint staff and Clarion Team review of comments and input received from the internal review meetings, the Clarion Team will make revisions and release a public draft of the Development Code Assessment.

## **2.3 Share DCA and Engagement Report with Elected/Appointed Officials**

We will provide an overview of the Development Code Assessment and summary of community engagement feedback to both the Planning Commission and Town Council.

## **DELIVERABLES**

1. Internal and public drafts: Development Code Assessment
2. Presentation materials for the Project Working Group, Town leadership, and community/stakeholder meetings
3. Online input opportunity (via Konveio community engagement platform and map portal)
4. Summary of community input

## **TASK 3: PUBLIC WORKS STUDIES/CIP UPDATE**

Zenobia Consultants will coordinate with the Hayden Public Works Department to prepare a Water Loss Study.

## **TASK 4: FINANCIAL GROWTH IMPACT MODEL**

### **4.1 Data Acquisition, Cleanup, and Calculations**

Our approach to building a financial growth impact model for the Town of Hayden begins with gathering, cleaning, and organizing all the appropriate data. We will secure property tax roll data, parcel geodata, retail sales tax revenue data, infrastructure geodata, land use data, and more as necessary.

### **4.2 Modeling and Fiscal Impact Calculator**

Our team will use this data to create a mapped model of the existing revenue and cost footprint of each parcel in the Town. This model allows us to measure return on investment (ROI) of a variety of development and land use characteristics, model future development scenarios, and create the variables required for a development project financial impact calculator. Our team will build the financial impact calculator in Excel. The Town of Hayden will receive:

1. All of the data, maps, and infographics
2. A development project financial impact calculator
3. A methodology and analysis report
4. Written guidance on how to update the variables used in the calculator.

### **4.3 Optional Community Engagement**

The planning team at TCWP utilizes the Community Health And Resource Management (CHARM) approach to support community decision-making by fostering dialogue around data. CHARM is a GIS-based technology built on the CommunityViz extension to ESRI's suite of applications. CHARM allows users to paint new features on a map and calculate the impacts of those changes. This unique mapping application gives local officials, stakeholders, and citizens the power to map community conditions and analyze growth with real-time feedback. Our team uses the weTable, an interactive hardware platform that allows CHARM users to gather around models of their communities, fostering collaboration and dialogue among stakeholders for more impactful outcomes. Facilitated by TCWP staff, CHARM workshops aim to increase risk awareness and identify opportunities and approaches for community resilience-building. To date, CHARM workshops have facilitated discussions around complex sciences, data modeling, and scenario planning exercise in eight states, 44 counties, and over 150 communities.

CHARM is included in this scope as an optional task, available at the Town's determination that it would be beneficial to the Resilience Plan project.

## **TASK 5: ENVIRONMENTAL RESILIENCY REVIEW**

Understanding the risks and vulnerabilities facing the Town of Hayden will be critical to inform resiliency-based decision-making that considers impacts on the Town, community, and environment today and in the future. Brendle Group will lead delivery of this task, that involves the identification of current and future risks, an evaluation of potential implications for critical community infrastructure, and the development of actionable strategies to mitigate impacts through adaptation and resilience-building.

## 5.1. Risk and Resiliency Assessment

We will begin by developing a Risk and Vulnerability Assessment (RVA) to identify and evaluate hazards facing Hayden today and in the future, taking into account climate change impacts.

The RVA will identify the primary hazards facing Hayden today - such as flooding, wildfire, and extreme weather events - along with any secondary or cascading risks, such as post-fire landslides or water quality issues. We will then evaluate how the risk level is expected to change in the future as a result of climate change, including the impacts of shifts in precipitation, temperature, and the frequency and severity of weather events. We will draw on existing planning documents and publicly available information to characterize the hazards facing Hayden, including but not limited to the 2020 Routt County Hazard Mitigation Plan, a scan of local news articles, FEMA National Risk Index, Climate Mapping for Resilience and Adaptation (CMRA) Assessment Tool, Colorado EnviroScreen, and the Colorado Resiliency Framework.

Next, we will evaluate the potential impact of hazards on critical community infrastructure. We have found that engaging municipal staff and other key infrastructure operators in the development of an RVA is critical to ensuring that the results are grounded in operational realities and the lived experience of those responsible for managing and adapting to risk. An added benefit of this approach is the opportunity for internal capacity building in environmental risk management across departments and operational functions.

The Routt County Hazard Mitigation Plan lists 16 critical infrastructure facilities within the Town of Hayden. Our engagement approach will involve working with Town staff to confirm and refine this list, identifying any additional key community facilities, infrastructure, or amenities for evaluation. We will rely on the Town to provide preliminary details and individual contact information for each facility and will then develop template worksheets to gather the following information for each:

- Infrastructure details (e.g., location, function, size)
- Risk factors (e.g., historic events, location within floodplain or wildland-urban interface)
- Factors impacting exposure to risks (e.g., condition, age, number of occupants)
- Adaptive capacity (e.g., emergency response plan and training, air conditioning, emergency generators)

To the extent possible, we will pre-populate the worksheets with publicly available information before coordinating with the Town to share with critical facility operators for completion.

This information will be used to develop a matrix that evaluates and assigns a preliminary vulnerability score to each critical infrastructure facility. The matrix will be a function of risk, exposure, and adaptive capacity for each critical infrastructure facility. See Figure 1 for an example.

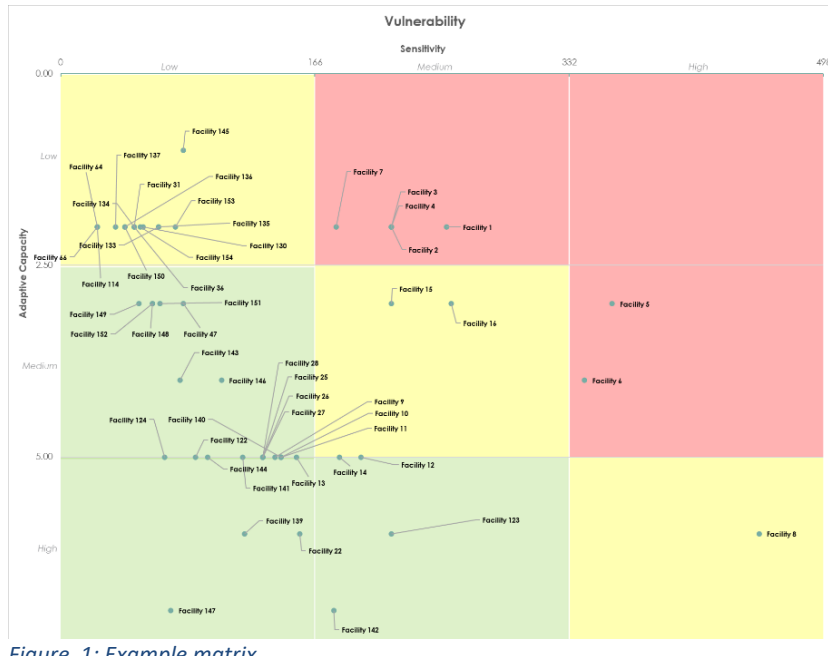


Figure 1: Example matrix

Our team will visit Hayden to tour critical Town facilities and meet with Town staff. We will also conduct up to 4 additional in-person site-visits and meet with key facility contacts identified by the Town in order to review and refine the preliminary vulnerability assessment results. The critical facilities will be identified in collaboration with the Town and informed by the preliminary resilience assessment but could include educational, electric utility, and/or critical communications infrastructure identified in the Rout County Hazard Mitigation Plan.

These in-person meetings and site visits will lay the foundation for the next sub-task by creating an opportunity to begin identifying potential adaptation and resilience strategies. This trip will allow our team to meet in-person with Town of Hayden staff to review the results and brainstorm resilience strategies.

### 5.2. Mitigation Strategy Recommendations

Based on the RVA, engagement with key stakeholders, and our team’s experience in risk and resilience planning, we will develop an initial list of mitigation strategies to address identified risks and vulnerabilities. Examples may include infrastructure upgrades, policy changes, staff training, community engagement, or operational improvements. We will work with town staff to review and refine this initial list.

### 5.3. Strategy Evaluation and Prioritization

Once the initial mitigation strategy list is complete, we will work with the Town to develop and apply criteria for the prioritization of mitigation strategies that take into account:

- Resilience impact: The potential to reduce identified risk and vulnerabilities

- Urgency: The immediacy of the need based on the risk assessment
- Implementation readiness: The feasibility of implementation, including staff capacity, funding, and equipment.

Strategy prioritization will be informed by input from key facility operators, through engagement in Task 6.1. We develop a draft list of prioritized mitigation strategies and incorporate one round of review and comments from Town staff and critical facility operators.

Finally, we will develop a draft Risk and Vulnerability Assessment Report to document the results of this task and incorporate one round of review by Town staff before finalization.

## **Task 6: Community Health Assessment and Action Plan**

The objectives of Task 6 are to develop a comprehensive Community Health Assessment and Action Plan (CHAAP) for the Town of Hayden that fosters community ownership of the plan, provides key points for community engagement in the process, connects important health stakeholders, identifies current health infrastructure gaps, prioritize health challenges, and provides actionable strategies to improve overall community health and resilience.

### **Task 6.1: Conduct Community Research (Data Collection, Policy Review, and Stakeholder Interviews)**

Working with Town, county, and state staff, Clarion will review current health policy documents and collect accurate health data from reliable sources. Data collection will include health factors such as the community's demographics; health status; morbidity and mortality; socioeconomic characteristics; quality of life; community resources; behavioral factors; the environment (including the built environment); and other social and structural determinants of health status. To the extent possible, this data collection will be coordinated with Routt County's recent and current community health assessment efforts.

This work will also include a review of existing or adopted policies by the Town of Hayden, such as the Hayden Forward Master Plan, the Town of Hayden Housing Needs Assessment, and the Town of Hayden Housing Plan, for applicable health-related strategies or needs.

The Clarion team will work with Hayden staff and the CU Student Team to facilitate up to eight virtual interviews individual or small group structured interviews with stakeholders to learn more about current work and programs regarding community health in Hayden. The purpose of the interviews is to gather foundational information about current community assets, community assets that are wanted, or assets that would benefit from change, and ideas to support community engagement. Interview notes will be prepared.

### **Task 6.2: Community Engagement (Identify Health Needs, Community Vision, and Health Resources)**

In conjunction with the background data collection, the Clarion team will work with the HPMT and CU Student Team to host one public open house and distribute an online survey to gather community feedback. This engagement will be focused on accomplishing three objectives: understanding the critical health issues concerning the community; defining the community aspirations and vision of community health by residents and community members of Hayden; and identifying both the current assets and the health resources lacking in Hayden. This task will be organized as a two-phase community engagement



that launches the project with an in-person open house and follows with virtual engagement analogous to the open house for a period of a few weeks.

Once the engagement window has closed, the Clarion team will prepare a summary document on the results of the engagement. This document will include a summary of responses and verbatim documentation to provide clear and transparent reporting to the public of the inputs received.

### **Task 6.3: Staff Draft of Community Health Assessment and Action Plan (CHAAP)**

Building upon the foundation of Tasks 6.1 and 6.2, the Clarion team will collaborate with the HPMT to prepare a Staff Review Draft of the CHAAP. The CHAAP will provide an action plan that explores collaboration opportunities with existing systems and entities, provides long-term visioning, and identifies clear action items for implementation.

### **Task 6.4: Public Review Draft CHAAP and Adoption**

Staff will review the CHAAP and provide a consolidated set of comments for the Clarion team to review and incorporate to create the Public Review Draft of the CHAAP. Following the approach identified in the Public Engagement Plan, the CHAAP will be shared with the community. Clarion will work with the HPMT to make revisions based on community comments and present a revised CHAAP for Town Council review and adoption.

## **TASK 7: DEVELOPMENT CODE UPDATE**

We will organize the Development Code drafting into two versions of each installment: (1) Preliminary Draft, created for staff and Project Working Group review, and (2) Public Draft, created for general community review. We propose this approach because it allows us to create a substantively correct full code for public review and comment.

### **7.1 Internal Draft Development Code**

Based on input received from the Development Code Assessment and both technical and community feedback across the other project tasks, the Clarion Team will start work on the drafting process. The updated Internal Draft Development Code will include the agreed-upon substantive elements and emphasize the use of graphics, tables, and charts to explain zoning and land use concepts, instead of voluminous text. Areas that will benefit from illustrations will be noted (though actual illustrations may not be finalized until language is refined in later drafts). Drafts will include commentary and footnotes where necessary to explain changes from current practice and the rationale behind new provisions. The commentary and footnotes will also demonstrate how the updated Development Code addresses the issues discussed in the Development Code Assessment.

The Internal Draft Development Code and zoning map will provide an opportunity for the HPMT, TAC, and RPWG to provide substantive feedback and identify any factual errors or major issues that should be clarified or adjusted prior to public review. The Internal Draft Development Code will be shared with Town staff in Microsoft Word and also prepared as an interactive and searchable PDF that provides a range of hyperlinks, text guidance, and graphics that help user navigation on the Konveio community engagement platform.

## **7.2 Preliminary Draft: Community Engagement and Revision Meetings**

During Task 7.2, the Clarion Team will work with the HPMT and CU Student Team to facilitate a series of in-person and virtual meetings to provide education about what a development code does and seek input on “big picture topics” across key Development Code topics. The goal of this round of community engagement is to help orient the community to the project and gather information to help us draft a new Development Code that is unique to Hayden.

## **7.3 Preliminary Draft: Public Draft Development Code and Zoning Map**

Based on comments received on the Internal Draft Development Code, the Clarion Team will revise the draft to create the Public Review Development Code (in Microsoft Word format) and an updated zoning map for public review.

## **7.4 Public Review Draft Community Outreach**

Clarion will work with the HPMT and CU Student Team to organize and host a series of public meetings to introduce and seek input on the Public Review Development Code. Meetings will be held both in-person and virtually. Handouts will be provided to summarize notable changes and answer questions that are anticipated to arise. Additional focused outreach will be provided in areas where needed to address specific issues or concerns.

## **7.5 Consolidate Public Comments and Review with Town Staff and Officials**

Clarion will prepare a public comment matrix that identifies input provided on the Public Review Development Code and indicates whether or not the changes will be incorporated in the Development Code, along with an explanation of why certain changes will not be made. We will review this matrix with Town staff and the RPWG and, if needed, request guidance from the Planning Commission and Town Council. The public comment matrix will be posted to the project website for public review.

If there are any unresolved issues or topics that become apparent during the public comment process, Clarion will propose an issue-based resolution process to help find consensus, if possible, prior to starting the adoption process. Depending on the issue, this might include polling, creation of an issue-specific task force, facilitated public meetings, or additional meetings with the RPWG.

## **7.6 Revise Public Review Draft for Adoption**

Clarion will prepare an adoption version of the new Development Code based on comments and direction from the activities in Task 7.5. This draft will include final versions of all illustrations.

## **7.7 Identify Adoption process schedule and related materials**

Clarion will work with the HPMT to prepare an adoption process schedule and create any necessary supporting materials that help illustrate the Development Code content.

## **7.8 Attend adoption hearings**

We will attend one Planning Commission hearing and one Town Council hearing in-person and additional hearings virtually as needed. We will work with Town staff to identify whether Clarion will lead the presentations or support staff.

### **7.9 Prepare Adopted Hayden Development Code**

Following the adoption of the updated Development Code, a final, adopted version will be provided to Town staff in electronic form for use on the Town's website. Documents and graphics will be provided in both PDF and native format(s).

**Exhibit B  
PROJECT BUDGET**

<b>Hayden Resiliency Plan Project Budget</b>		
Task 1: Project Orientation	\$ 1,000.00	
Task 2: Development Code Assessment	\$ 7,000.00	
Task 3: Public Works Studies/CIP Update	\$ 43,000.00	
Task 4: Financial Growth Impact Model	\$ 40,000.00	
Task 4: Optional CHARM Outreach (not included in fee)		\$ 45,000.00
Task 5: Environment Resiliency Review	\$ 55,000.00	
Task 6: Community Health Assessment and Action Plan	\$ 34,000.00	
Task 7: Development Code Update	\$ 120,000.00	
Total Professional Service Fee and Expenses	\$ 300,000.00	

FORM MEMO [[TO BE ADAPTED FOR USE BY RTA PARTICIPATING ENTITY]]

**TO:**

**FROM:** Yampa Valley Regional Transportation Authority Formation Committee

**DATE:** March \_\_, 2025

**RE:** *For First Public Hearing on Draft RTA IGA – No Formal Action Required*

**I. Background**

Counties and municipalities in Yampa Valley have a longstanding history of efforts to address transportation options for their local workforces and economies. These efforts have included deliberations on a regional approach to transportation. In 2023, Routt County, the City of Steamboat Springs, and the City of Craig hired Fehr and Peers to evaluate the formation of a regional transportation authority under state law. On the basis of that report, in 2024, Routt County, the cities of Steamboat Springs and Craig, the towns of Hayden, Yampa, and Oak Creek (“Initial Members”), and the Steamboat Ski and Resort Corporation (“SSRC”) committed to establish a formation committee comprised of one elected official from each of the local governments and one representative from SSRC (“Formation Committee”) to evaluate a regional transportation authority.

After a competitive selection process, the Formation Committee retained Bill Ray to serve as a political consultant and the law firm Kaplan Kirsch LLP to serve as special counsel for advice in the formation process. The Formation Committee has recommended that the Initial Members proceed forward in the process by submitting the proposed draft “Yampa Valley Transportation Authority Intergovernmental Agreement” (“IGA”) for an initial public hearing to receive input on the terms and provisions of the IGA.

This memo provides an overview of the formation process, the proposed terms of the IGA, and the initial projects and funding sources proposed by the Formation Committee should the parties decide to proceed to adoption of the IGA. This memo and the recommendations from the Formation Committee primarily address the formation process. The post formation process and standing up of the separate entity is beyond the scope of the memo. Attached for reference are the RTA formation timeline and election deadlines. The timeline contemplates the possibility of revising the IGA based on important feedback received in the process prior to submitting the IGA to the ballot for voter approval. (See Attached spreadsheet).

**II. Formation Process, Statutory Timelines, and Key Terms of the IGA**

An RTA’s purpose is to provide transportation facilities and services. The Act requires a combination of two or more local governments to form an RTA. The Act further requires an IGA that addresses requirements of the Act. The attached chart summarizes the contractual terms the

Act requires in the IGA and the terms the Formation Committee proposed in the draft IGA under consideration. (See Attached Chart)

To form the IGA, the Initial Members shall hold *at least two public hearings* on the proposed IGA prior to final adoption. The Act requires newspaper publication at least 10-days in advance of each hearing, which occurred [Click or tap here to enter text](#). The public hearing may be conducted similar to your existing public hearing practices with the general order of procedure as follows: 1) chair opens the public hearing, Bill Ray will present a slide deck presentation in addition to any staff report; 2) members may ask questions; 3) chair takes public comments from members of the public requesting to speak on the matter; and 4) chair closes the public hearing. After the initial public hearing, the Initial Members may consider any feedback from the public hearing process.

At the second public hearing, you will be asked to take action to approve the IGA by resolution in order to advance the draft IGA on to CDOT and neighboring jurisdictions for review<sup>1</sup>. This formal process starts the 90-day period for CDOT and neighboring jurisdictions to register any objections based on impacts, if any, to transportation services and facilities owned or operated by CDOT or neighboring jurisdictions. There is an additional 90-day period to resolve any objections. Informal feedback from CDOT and neighboring jurisdictions has been positive. Once the formal period has expired, or a shorter time period if there are no objections or if objections, if any, are resolved quickly, the Initial Members must refer a question to the ballot for voter approval to complete the formation prerequisites. If the voters approve the ballot formation question, the RTA is constituted as a political subdivision of the state governed by a board appointed by the member jurisdictions.

### **III. Statutory Authorization for taxation and elections**

As stated above, the Formation Committee has made recommendations for the Initial Funding Sources which are enumerated in Article 7 of the draft IGA. Of the funding sources, only one tax measure, sales tax, is under consideration. The IGA expressly prohibits the Authority from imposing any mill levy on taxable property<sup>2</sup>. The Act authorizes a local government member to levy a sales or use tax, or both, at a rate not to exceed 2% upon every transaction or other incident with respect to which a sales or use tax is levied by the state. The Act authorizes sales/use taxes to be imposed at a different rates in different jurisdictions. RTA sales taxes are imposed on the same tax base as the state sales tax.

RTA taxes are subject to TABOR and, thus, can only be imposed if they are approved by the voters. Tax elections must be held in November. A tax question may be combined with the ballot question to approve the formation of the RTA. Each of the proposed Initial Members may separately vote to approve or disapprove inclusion of their jurisdiction within the proposed RTA and associated taxes within their jurisdictions. An RTA board may later decide to become an enterprise or may decide to call its own tax elections in subsequent years, which is a distinctly different process.

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<sup>1</sup> The counties of Eagle, Grand, Rio Blanco, Jackson, and Moffat and, in addition the EVTA

<sup>2</sup> The Act authorizes property and visitor benefit tax. Property taxes must be imposed uniformly while a visitor benefit may be imposed at different rates, similar to sales tax.

**YAMPA VALLEY RTA FORMATION COMMITTEE  
SUMMARY OF TERMS OF IGA**

The following are the mandatory terms included in the contract (IGA) establishing the authority and the terms proposed by the Formation Committee.

IGA Terms Required by Statute	Terms Proposed in Current Draft IGA
<ul style="list-style-type: none"> <li>• the name and purpose of the authority;</li> </ul>	<p>The new regional transportation authority to be established pursuant to the relevant sections of the Colorado Revised Statutes will be named “Yampa Valley Transportation Authority” (the “Authority”). See Section 2.01 of the draft IGA.</p> <p>The purpose of the Authority is to plan, finance, implement, and operate an efficient, sustainable, and regional public multimodal transportation system and exercise any other powers authorized by applicable laws. See Section 2.02 of the draft IGA.</p>
<ul style="list-style-type: none"> <li>• the regional transportation systems to be provided<sup>1</sup>;</li> </ul>	<p>The Authority has broad authority to coordinate and may operate and fund regional transportation systems to the extent allowed under the RTA statute and, more specifically, provide such related services as are necessary to effect the transportation projects described in Appendix C, as amended from time to time. See Section 6.02(a) of the draft IGA. These initial transportation projects specified in Exhibit C are:</p> <ul style="list-style-type: none"> <li>○ Increase the number and frequency of buses on Highway 40 between Craig and Steamboat Springs (this goal assumes the RTA will take over operations of the existing SST route; however, SST would still operate existing routes and services within the City of Steamboat Springs).</li> <li>○ Establish a new circulator bus route within Craig that would serve both local transportation needs within Craig and as a connecting service to the Highway 40 bus route.</li> <li>○ Provide new bus routes to unserved areas such as south Routt County (including Stagecoach, Oak Creek, and Yampa), and unincorporated areas along Highway 40 (such as Steamboat II/Heritage Park).</li> <li>○ Provide new ground transportation options to/from the Yampa Valley Regional Airport for employees and visitors.</li> </ul>

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<sup>1</sup> Regional transportation system" is defined at 43-4-602(16). (16) “Regional transportation system” means any property, improvement, or system designed to be compatible with established state and local transportation plans that transports or conveys people or goods or permits people or goods to be transported or conveyed within a region by any means, including, but not limited to, an automobile, truck, bus, rail, air, or gondola. The term includes any real or personal property or equipment, or interest therein, that is appurtenant or related to any property, improvement, or system that transports or conveys people or goods or permits people or goods to be transported or conveyed within a region by any means or that is financed, constructed, operated, or maintained in connection with the financing, construction, operation, or maintenance of any such property, improvement, or system. The term may also include, but is not limited to, any highway, road, street, bus system, railroad, airport, gondola system, or mass transit system and any real or personal property or equipment, or interest therein, used in connection therewith; any real or personal property or equipment, or interest therein, that is used to transport or convey gas, electricity, water, sewage, or information or that is used in connection with the transportation, conveyance, or provisions of any other utilities; and paving, grading, landscaping, curbs, gutters, culverts, sidewalks, bikeways, lighting, bridges, overpasses, underpasses, cross-roads, parkways, drainage facilities, mass transit lanes, park and-ride facilities, toll collection facilities, service areas, and administrative or maintenance facilities. Rights-of-way included in a regional transportation system shall be considered public rights-of-way for purposes of the location of utilities owned by persons other than the authority; except that no right-of way within the regional transportation district created and existing pursuant to article 9 of title 32, C.R.S., that is not a publicly dedicated right-of-way by a municipality, a county, or the state shall be considered a public right-of-way as a result of its inclusion in the district.

IGA Terms Required by Statute	Terms Proposed in Current Draft IGA
	<ul style="list-style-type: none"> <li>○ Improve existing bus stop amenities and first-last mile connectivity to transit access points, and develop new bus stops along new, currently unserved corridors. This goal would include coordination of new amenities with existing bus stop amenities and access to bus stops along the Highway 40 corridor, in Craig on the regional and local circulator routes, and for any new south Routt County transit services.</li> <li>○ Create new park-and-ride lots for commuters accessing the Highway 40 bus route and other new routes.</li> <li>○ Support roadway safety improvements such as crosswalks and other pedestrian improvements, especially adjacent to bus stops on regional routes, and wildlife crossing through planning, coordination, and possible financial support in the form of matching funds towards state or federal funding. The RTA would expand existing efforts in improving pedestrian safety at key locations, such as at Highway 40 and Heritage Park.</li> <li>○ Establish the RTA as a stakeholder in commuter and regional rail discussions and planning. The RTA may also choose to provide possible financial support in the form of matching funds towards state or federal funding.</li> </ul> <p>The IGA also calls out specific authority to engage in regional planning; work with other organizations to reduce single occupancy vehicle trips and mitigate climate impacts in Yampa Valley; coordinate with other local, state, and federal jurisdictions with regard to legislation, regional transit, wildlife crossings, and access to parks and trails; work on first and last mile transportation solutions; contract with other entities for transit services, including Steamboat Springs Transit; provide services to non-member jurisdictions for a fee; and maintain and develop new transportation-related infrastructure (e.g., park-n-rides, bus stops, etc.)</p>
<ul style="list-style-type: none"> <li>• the establishment and organization of the board of directors, including:</li> <li>• the <u>number of directors</u>, which shall be at least five<sup>2</sup>, all of which shall be elected officials from the members of the combination (the participating entities), and which shall include at least one elected official from each member;</li> </ul>	<p>The board of directors of the Authority (the “Board”) will be composed of one director appointed by each member. See Section 3.02 of the draft IGA.</p> <p>In addition to the director, each member will appoint an alternate director. If the director has resigned or been removed and no replacement director has been appointed, or whenever the director is absent from a Board meeting, the alternate director will be deemed the member’s director. See Section 3.03 of the draft IGA.</p> <p>The term of office of each director and alternate director will begin with the first meeting of the Board following his or her appointment and continue until (a) the date on which a successor is appointed or (b) the date on which he or she ceases to be a member of the governing body of the appointing member. See Section 3.05 of the draft IGA.</p>

<sup>2</sup> We have assumed the State (CDOT) will not participate in the proposed RTA.



IGA Terms Required by Statute	Terms Proposed in Current Draft IGA
<ul style="list-style-type: none"> <li>the manner of the appointment, the qualifications, and the compensation, if any, of the directors and the procedure for filling vacancies;</li> </ul>	<p>Both the director and the alternate director appointed by a member need to be members of the governing body of the member. They both need to be appointed by the governing body of the member. See Section 3.04 of the draft IGA. Vacancies of any director or alternate director will be filled in the same manner. See Section 3.07 of the draft IGA.</p> <p>Directors and alternate directors must serve without compensation but they may be reimbursed for expenses incurred in serving in such capacities according to any requirements and procedures established by the Board. See Section 3.08 of the draft IGA .</p>
<ul style="list-style-type: none"> <li>the officers of the authority, the manner of their appointment, and their duties; and</li> </ul>	<p>The Board will appoint a Chair, a Vice Chair, a Secretary, a Treasurer and an Executive Director. The Board may also appoint one or more subordinate officers and agents. The term and authority, powers and duties of each of these officers and agents will be determined by the Board. The Chair and the Vice Chair and Treasurer must be directors. Other officers may, but need not, be directors. The same person can hold two or more of such offices, except that the Chair and the Secretary may not be the same person and the person serving as Executive Director may not hold any other of these offices. All officers of the Authority must be 18 years or older and meet the other qualifications specified in the IGA, as summarized below. See Section 5.01 of the draft IGA.</p>
<ul style="list-style-type: none"> <li>the voting requirements for action by the board; except that, unless specifically provided otherwise in the [IGA], a majority of the directors of the board constitutes a quorum and a majority of the board is necessary for action by the board;</li> </ul>	<p>Generally the Board must take action by written or oral resolution and, with the exceptions of certain items noted below, resolutions of the Board will be adopted by the affirmative vote of at least two-thirds of the directors then in office who are eligible to vote (i.e., five directors). See Section 3.11(a) of the draft IGA.</p> <p>Exceptions to the two-thirds majority are the following decisions and, when a quorum (i.e., four directors) is present, action will be approved upon the affirmative vote of a majority of the directors then present (i.e., three directors) who are eligible to vote on the action:</p> <ul style="list-style-type: none"> <li>(i) administrative approvals such as setting meeting locations and times and ministerial actions required for the Authority's compliance with applicable law;</li> <li>(ii) approvals authorized by bylaws or rules previously approved by the Board;</li> <li>(iii) approval of contracts for expenditures included in an annual budget previously approved by the Board;</li> <li>(iv) approval of contracts for transportation services included in an annual budget previously approved by the Board;</li> <li>(v) approval of contracts for the assumptions of existing facilities and transportation infrastructure, or the development of new facilities and transportation infrastructure, included in an annual budget previously approved by the Board; and</li> <li>(vi) other actions that are incidental to prior Board approvals made by affirmative vote of two-thirds of the directors then in office who are eligible to vote. See Section 3.11(b) of the draft IGA.</li> </ul>

IGA Terms Required by Statute	Terms Proposed in Current Draft IGA
	In addition, amendments to the IGA must be approved by a vote of all of the member jurisdictions, minus one. See Section 12.1 of the draft IGA.
<ul style="list-style-type: none"> <li>• provisions for the distribution, disposition, or division of the assets of the authority;</li> </ul>	<p>Upon termination of this IGA, after payment of all bonds and other obligations of the Authority, the net assets of the Authority will be distributed to the members in proportion to the sum of:</p> <ul style="list-style-type: none"> <li>(i) the amount of cash and the value of property and services contributed by each member to the Authority minus the amount of cash and the value of property previously distributed to them by the Authority; and</li> <li>(ii) the total amount of Authority taxes or other charges (other than fares) paid by each member’s residents to the Authority.</li> </ul> <p>See Section 10.03 of the draft IGA.</p>
<ul style="list-style-type: none"> <li>• the boundaries of the authority, which: <ul style="list-style-type: none"> <li>○ may not include territory outside of the boundaries of the members of the combination;</li> <li>○ may not include territory within the boundaries of a municipality that is not a member of the combination as the boundaries of the municipality exist on the date the authority is created without the consent of the governing body of such municipality; and</li> <li>○ may not include territory within the unincorporated boundaries of a county that is not a member of the combination as the unincorporated boundaries of the county exist on the date the authority is created without the consent of the governing body of such county</li> </ul> </li> </ul>	<p>The initial boundaries of the Authority will consist of all territory within the City of Steamboat Springs, the Town of Yampa, the Town of Oak Creek, the Town of Hayden, and the City of Craig, and all territory within Routt County excluding territory within the Town of Oak Creek, the Town of Yampa, the Town of Hayden, and the City of Steamboat Springs, if the registered electors of these jurisdictions approve their respective ballot questions. See Sections 2.03 and 2.05 and Appendix A-2 of the draft IGA.</p>

IGA Terms Required by Statute	Terms Proposed in Current Draft IGA
<ul style="list-style-type: none"> <li>the term of the [IGA] which may be for a definite term or until rescinded or terminated;</li> </ul>	<p>The term of this IGA begins when all the conditions to the establishment of the Authority specified in the IGA have been satisfied. The term of this IGA ends when all the then-current members agree in writing to terminate this IGA. See Sections 10.01 and 10.02 of the draft IGA.</p>
<ul style="list-style-type: none"> <li>the method, if any, by which it may be terminated or rescinded; except that the [IGA] may not be terminated or rescinded so long as the authority has bonds outstanding;</li> </ul>	<p>The then-current members can terminate this IGA by agreement in writing. This IGA may not be terminated so long as the Authority has any bonds outstanding. See Section 10.02 of the draft IGA.</p>
<ul style="list-style-type: none"> <li>the provisions for amendment of the contract;</li> </ul>	<p>With the exceptions of the Authority boundaries and the ballot questions, this IGA may be amended only by a resolution approved by the Board of the Authority, which need to be approved by a majority affirmative vote of the governing bodies of all members minus one. See Section 12.01 of the draft IGA.</p> <p>The boundaries of the Authority may be amended in accordance with the procedures described above and with the required approval of the registered voters of any county, municipality or unincorporated portion of a county proposed to be added to the territory of the Authority. See Section 12.02 of the draft IGA.</p> <p>The ballot questions in the appendices to the IGA may not be modified by the governing body of the signatory responsible for submitting the ballot question to the electors. See Section 12.03 of the draft IGA.</p>
<ul style="list-style-type: none"> <li>the limitations, if any, on the powers granted by [the RTA Law] that may be exercised by the authority; and</li> </ul>	<p>None proposed</p>
<ul style="list-style-type: none"> <li>the conditions required when adding or deleting parties to the contract.</li> </ul>	<p>Withdrawal of members (see Section 9.02 of the draft IGA):</p> <p>(a) a member may withdraw from the Authority if approved at an election by a majority of the member’s voting electors.</p> <p>(b) If a member withdraws from the Authority:</p> <ul style="list-style-type: none"> <li>(i) the territory within the boundaries of such member will be excluded from the boundaries of the Authority;</li> <li>(ii) the taxes relevant to that member will not be levied after the effective date of the withdrawal; and</li> <li>(iii) the obligations of the member under this IGA will terminate.</li> </ul> <p>(c) If a member withdraws from the Authority while the Authority has any bonds outstanding, the member will continue to levy taxes within its boundaries after the effective date of the withdrawal for the period when bond obligations remain outstanding, or as required in the applicable financing documents.</p>

IGA Terms Required by Statute	Terms Proposed in Current Draft IGA
	<p>Additional members (see Section 9.03 of the draft IGA):</p> <p>Any county, municipality, or special district with street improvement, safety protection, or transportation powers, or a portion of them, which is not an initial member of the Authority, may become a member upon:</p> <p>(a) the adoption of a resolution of the Board, which may be conditioned upon the new member complying with certain conditions imposed by the Board;</p> <p>(b) approval by the electors residing within the territory of the new member; and</p> <p>(c) compliance with any other conditions to the admission of the new member imposed by applicable laws.</p>
<ul style="list-style-type: none"> <li>specific regional transportation systems (capital projects, operational priorities, air service commitments, etc.) to be included in the ballot language for approval</li> </ul>	<p>See above.</p>
<ul style="list-style-type: none"> <li>sources of funds</li> </ul>	<p>The baseline funding of the Authority will come from the following sources:</p> <p>(i) Initial Authority sales tax. Upon approval by the registered electors, a sales tax to be determined in the final IGA will be imposed.</p> <p>(ii) Existing sales tax. Any county, municipality, or special district that is a member may pledge any legally available funds to the Authority.</p> <p>(iii) Other revenues from fees, tolls, rates, and other charges for traveling on the RTA’s regional transportation system.</p> <p>In addition, the Authority may receive funding from the following sources:</p> <p>(iv) Vehicle registration fees of not more than \$10 per vehicle</p> <p>(v) Discretionary member contributions: a member may offer to make cash contributions, provide in-kind services, or pay costs that otherwise would have been paid by the Authority. The Authority may, subject to Board approval on a case-by-case basis, provide additional transportation services for the member or grant the member a credit against its other contributions or contract service payments to the Authority in an amount equivalent to its contribution.</p> <p>(vi) Pursuit of grants and donations.</p> <p>(vii) Capital projects and bonds: the Authority may fund capital projects by the issuance of bonds if voter approval is obtained as required by applicable laws; through lease-purchase agreements or other arrangements permitted by applicable laws; or through one or more agreements with one or more members. Bond issuances by any regional transportation activity enterprise, an entity wholly owned by the Authority, formed by the Board pursuant to Section 606 of the Regional Transportation Authority Law, do not require voter approval.</p>

IGA Terms Required by Statute	Terms Proposed in Current Draft IGA
	<p>The Authority may not impose property taxes. This is the only limitation placed by the IGA on the Authority's statutorily authorized funding sources</p> <p>See Section 7 of the Draft IGA.</p>
<ul style="list-style-type: none"> <li>• Other terms</li> </ul>	<p>The IGA also contemplates transition of regional Steamboat Springs Transit service to the RTA, including equipment and facilities. A transition plan will be attached to the final IGA.</p>

**RESOLUTION NO. \_\_\_\_ SERIES 2025**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT  
WITH [Click or tap here to enter text.](#)**

**WHEREAS**, pursuant to Title 43, Article 4, Part 6 of the Colorado Revised Statutes, as amended (the “Act”), Colorado counties and municipalities are authorized to establish, by contract, regional transportation authorities (“RTAs”) to finance, construct, operate and maintain regional transportation systems; and

**WHEREAS**, pursuant to Title 29, Article 1, Part 2 of the Colorado Revised Statutes, as amended, and Article XIV, Section 18 of the Colorado Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility, including the establishment of a separate legal entity to do so; and

**WHEREAS**, enhancing regional transportation services for [the entity/municipality] residents, businesses and visitors is a crucial step in meeting our community’s workforce, economic and climate goals; and

**WHEREAS**, extensive input from local officials, businesses, employees, nonprofits and community members have made clear that the creation of an RTA is a desirable way to plan, finance, implement and operate a regional public transportation system that better meets the needs of [the entity/municipality]; and

**WHEREAS**, the [Board] has reviewed the proposed Intergovernmental Agreement by and among City of Steamboat Springs, Rout County, Town of Yampa, Town of Oak Creek, Town of Hayden and City of Craig, establishing the Yampa Valley Transportation Authority as a Colorado RTA attached as Exhibit A (the “Agreement”) to form the Yampa Valley Transportation Authority (“YVTA”); and

**WHEREAS**, the [Board] supports the collaborative approach memorialized in the Agreement and concurs that the proposed YVTA is poised to improve transit service, increase ridership and efficiency across the valley, provide transit to [the entity’s/municipality’s] visitors and employee base, strengthen the connection between the valley’s different communities and advance the local climate goals by reducing car trips and increasing the use of electric public transportation; and

**WHEREAS**, section 603(4) of the Act provides that no contract establishing an RTA shall take effect unless first submitted to a vote of the registered electors residing within the boundaries of the proposed authority.

**NOW, THEREFORE, BE IT RESOLVED BY THE [BOARD] OF [THE ENTITY/MUNICIPALITY], STATE OF COLORADO:**

**THAT**, the [Board] hereby approves the Agreement in the form presented in Exhibit A hereto.

**THAT**, the [Board] agrees to seek voter approval of the establishment of the RTA; the baseline funding of the RTA in accordance with Article 7 and the exemption of certain Authority revenues from the revenue limitations of Article X, Section 20 of the Colorado Constitution (“TABOR”) at an election to be held on November 4, 2025, that is conducted in accordance with the Act and other applicable law.

**THAT**, the [Board] intends, pursuant to section 2.04(b) of the Agreement, to put forth these measures as a coordinated election under the Clerk of Routt County and agrees to take all actions necessary to submit such questions to the appropriate registered electors at the Election, including the separate review and consideration of ballot language referenced and to be inserted in section 2.04(a) of the proposed Agreement.

**THAT**, the [Board] authorizes the [authorized signatory] to execute the Agreement in substantially the form attached hereto, with such revisions or modifications, not inconsistent with this Resolution or the Agreement, as the [authorized signatory] may determine to be necessary or appropriate following the separate review and consideration of ballot language referenced and to be inserted in section 2.04(a) of the proposed Agreement and any other revisions or modifications not hereby approved.

**MOVED, READ AND ADOPTED** by the Board of [the entity/municipality], State of Colorado, at its regular meeting held this [date].

Yampa Valley Regional Transportation Authority

Tasks	November		December		January		February		March		April		May		June		July		August		September		October		November	
	Wks 1-2	Wks 2-4	Wks 1-2	Wks 2-4	Wks 1-2	Wks 2-4	Wks 1-2	Wks 2-4	Wks 1-2	Wks 2-4	Wks 1-2	Wks 2-4	Wks 1-2	Wks 2-4	Wks 1-2	Wks 2-4	Wks 1-2	Wks 2-4	Wks 1-2	Wks 2-4	Wks 1-2	Wks 2-4	Wks 1-2	Wks 2-4	Wks 1-2	Wks 2-4
<b>Intergovernmental Agreement</b>																										
Draft IGA										March 12																
Draft Service Plan					Ongoing																					
Draft RTA Boundaries					Jan. 15																					
Revenue Sources					Ongoing with first iteration for DOLA notice																					
Services Provided					Ongoing with first iteration for DOLA notice																					
Notice to DOLA and Dept. of Revenue					Jan. 31																					
Notice of Public Hearing 1								March 5																		
Public Hearing 1																										
Routt County										March 25																
City of Steamboat Springs										March 18																
City of Craig										March 25	Brief Moffat County BOCC as well															
Town of Hayden										March 20																
Town of Oak Creek										April 10																
Town of Yampa										March 19																
Notice of Public Hearing 2										March. 26																
Public Hearing 2																										
Routt County												Apr. 15														
City of Steamboat Springs												Apr. 15														
City of Craig												Apr. 8														
City of Hayden												Apr. 17														
Town of Oak Creek												Apr. 24														
Town of Yampa												Apr. 16														
Review by CDOT																										
Neighboring jurisdiction review																										
Cure period - if needed																										
Ballot question referral																										
<b>Community Outreach</b>																										
Stakeholder Committee										Monthly beginning in April																
Community outreach - Phase 1																										
Benchmark Survey																										
Finetune messaging																										
Community outreach - Phase 2																										
Brushfire Survey																										
<b>Election</b>																										
Notify County Clerk of Election																										
Sign IGA with County Clerk for election																										
Certify ballot and content																										
File written comments concerning ballot issue																										
Last day to provide full text of ballot issue notices to the County Clerk.																										
Election Day																										
notify the department of revenue of the effective date of the tax.																										

9/5 deadline; plan 2 hearings for municipalities

Monthly beginning in April

July 15

Aug. 26

Sept. 5

Sept. 19

Sept. 22

Nov. 4



# Yampa Valley Transportation Authority

Community update and discussion about  
proposed Intergovernmental Agreement

March 20, 2025 | Town of Hayden



# Regional Transportation Authority (RTA)

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- Public entity formed by two or more local governments—counties, cities, towns or special district—to work together to address regional transportation issues
- Transportation improvements may include transit, air, roadways, trails, rail, and associated equipment, services, and facilities
- Governed by a board of appointed elected officials representing the member governments and must follow open meeting and fiscal accountability and transparency laws
- Creation must be approved by local voters
  - RTAs can also seek voter approval to collect tax revenue and issue bonds

# Establishing an RTA

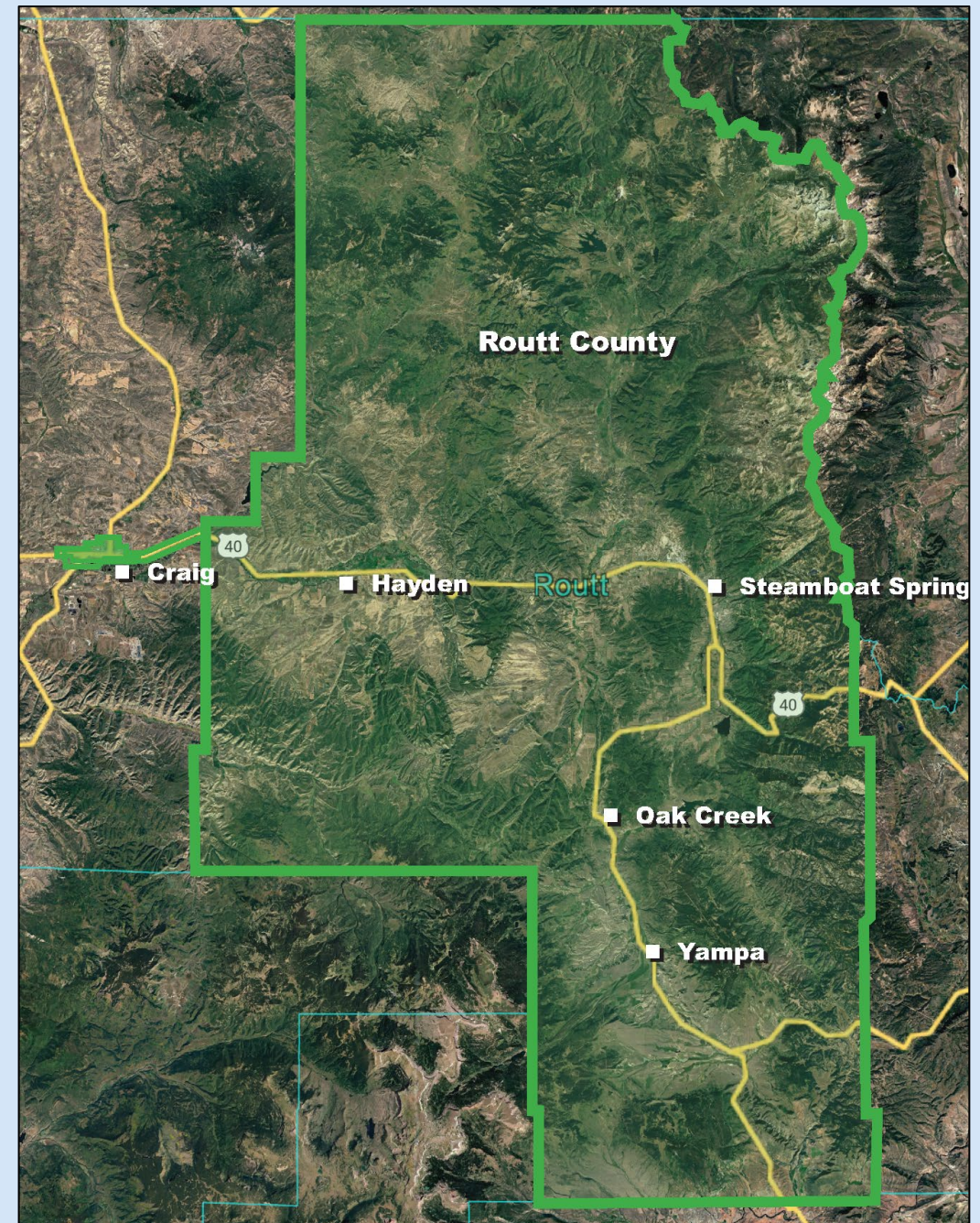
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- Creation of an RTA is a formal process defined in state law
- Local governments involved work together to create an intergovernmental agreement (IGA)—a legal document that sets forth the governance, service goals and other key operating provisions of the RTA
- IGA document must be agreed upon by the elected councils and boards in each community
  - Ultimately, voters must agree to the formation of the RTA and any taxing or bonding requests made to provide funding for the RTA's services and operations
- CDOT and neighboring jurisdictions have opportunity to review/comment on IGA

# Proposed RTA Borders and Membership

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- Yampa Valley RTA will be the entire area of Routt County and will include membership by the City of Steamboat Springs and the towns of Hayden, Oak Creek and Yampa.
- RTA will also include the City of Craig and right-of-way along U.S. Highway 40 from the Routt County border to the City of Craig, subject to Moffat County approval of the “flagpole.”



# RTA Formation Committee

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- 2024 MOU provides for one elected official from each jurisdiction.
  - Steamboat Ski & Resort Corporation also participate as a non-voting member.
- Cost sharing agreement between Steamboat Springs, Routt County, Hayden, Craig and SSRC for the formation work
- Formation Committee is supported by Technical Committee, consultant, legal advisors and staff from each jurisdiction
- Stakeholder Committee will be assembled to provide more community wide feedback and guidance

# RTA Formation Committee

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- Formation Committee is responsible for drafting the Intergovernmental Agreement required by state law
- Members of the Formation Committee include:
  - Sonja Macys, Routt County
  - Michael Buccino, City of Steamboat Springs
  - Randy Looper, City of Craig
  - Ryan Banks, Town of Hayden
  - Stacey Geilert, Town of Yampa
  - Melissa Dobbins, Town of Oak Creek

# Intergovernmental Agreement (IGA)

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- Establishes composition of the Board of Directors
  - One elected official from each member jurisdiction
    - Alternate director who also is an elected official and participates when the primary member is unavailable
- Defines officers appointed by Board
  - Chair, vice-chair, treasurer, secretary and executive director
  - Sets the executive director as the only non-elected officer
- Sets terms for action by the Board:
  - Simple majority OF A QUORUM for routine decisions (i.e., 3 of 6, quorum of 4)
  - 2/3 Supermajority for more important decisions (i.e. 4 of 6)
  - Unanimous minus 1 for the most important decisions (i.e. 5 of 6)

# Intergovernmental Agreement (IGA)

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- Establishes boundaries and membership of the RTA
  - Requires a minimum membership—through a successful vote—of Routt County and City of Steamboat Springs to create the RTA
- Defines termination, amendment of IGA, withdrawal/addition of members
- Contemplates funding for RTA, including:
  - Sales tax based on state sales tax: groceries and utilities for residential use are exempt
  - Motor vehicle registration fee
  - Service Fees and Tolls
  - Pledge of member revenues or discretionary contributions
  - Private Contributions
  - Federal and State Grants
- Other options not under consideration: property tax
  - RTAs can also seek a visitor benefit (i.e. lodging) tax, but that is not currently under consideration



# Service Goals

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- Using collaborative, community-based transportation-planning work from the Northwest Transportation Regional Plan and the 2024 RTA Formation Report developed by Fehr & Peers as the Service Goals for the RTA
- Following goals are part of the draft IGA and will be refined as part of the final IGA for voters to consider
- Fehr & Peers is working with the Formation and Technical committees to update the cost estimates for these goals in order to match community priorities with available funding sources

# Service Goals

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## Service Goal 1:

- Increase the number and frequency of buses on Highway 40 between Craig and Steamboat Springs
- RTA will take over operations of the existing Steamboat Springs Transit (SST) route. SST would still operate existing routes and services within the City of Steamboat Springs

## Service Goal 2:

- Establish a new circulator bus route within Craig that would serve both local transportation needs within Craig and as a connecting service to the Highway 40 bus route

## Service Goal 3:

- Provide new bus routes to unserved areas such as south Routt County (like Stagecoach, Oak Creek, and Yampa), and unincorporated areas along Highway 40 (like Steamboat II/Heritage Park)

# Service Goals

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## Service Goal 4:

- Provide new ground transportation options to/from the Yampa Valley Regional Airport for employees and visitors

## Service Goal 5:

- Improve existing bus stops amenities and first-last mile connectivity to transit access points, and develop new bus stops along new, currently unserved corridors. This would include coordination with bus stop amenities and access to bus stops along the Highway 40 corridor, in Craig on the regional and local circulator routes, and for any new south Routt transit services.

## Service Goal 6:

- Create new park-and-ride lots for commuters accessing the Highway 40 bus route and other new routes

# Service Goals

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## Service Goal 7:

- Support roadway safety improvements such as crosswalks, other pedestrian improvements and wildlife crossings through planning, coordination, and possible financial support in the form of matching funds towards state or federal grants. The RTA would expand existing efforts in improving pedestrian safety at key locations, such as at Highway 40 and Heritage Park.

## Service Goal 8:

- Establish the RTA as a stakeholder in commuter and regional rail discussions and planning. The RTA may choose to provide financial support in the form of matching funds towards state or federal funding.

# Next Steps

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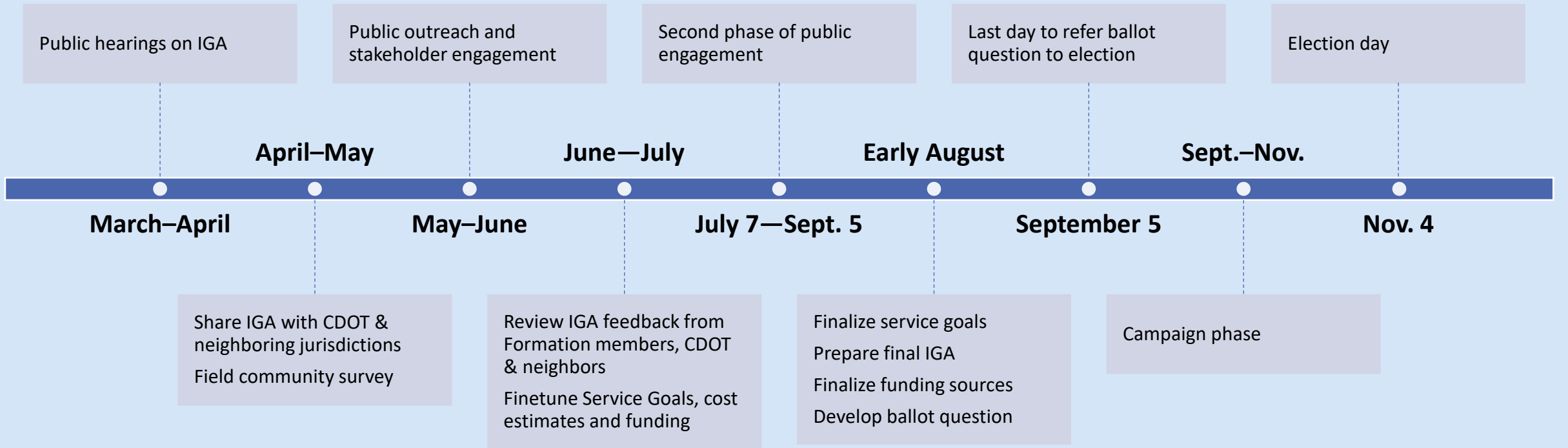
- RTA process requires two separate public hearings to be held in each jurisdiction considering adopting the IGA
  - Feedback received during these public hearings from the elected councils/boards and from members of the public who provide comments will be shared with the Formation Committee to help address local community needs and concerns
  - Approving IGA will allow the Formation Committee to submit to CDOT and neighboring jurisdictions for feedback and sign off
  - Formation jurisdictions will have until August to make changes to the IGA before creating ballot questions and submitting to voters

# Next Steps

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- Public Hearing / IGA approval steps
  - Take public comment in first and second hearing
  - Adopt resolution at the second hearing approving IGA in substantial form presented and commit to submitting the formation to the voters, subject to approval of ballot issue
  - Separate resolution in August to approve ballot language and any revisions to IGA that come from CDOT, neighboring jurisdictions, or other stakeholder input, if any

# RTA Timeline



# Community Engagement

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- Community engagement and feedback are important parts of the RTA process
- Formation process will include a Stakeholder Committee of organizations and individuals that speak for the diverse community, business, nonprofit, educational, environmental, resident and other interests of the region
  - Stakeholder Committee will begin to meet regularly to provide feedback from a broader, non-transportation perspective
- Conducting polling, hosting events in spring and summer, visiting with local governments, boards and commissions, working with media to inform the community



# RTA and IGA Feedback

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- Input and feedback are critical to ensuring that this RTA proposal meets transportation needs and addresses concerns of our communities
- Formation Committee wants to hear from the public, elected officials, business owners and employers, nonprofits and all community members to provide feedback at:

**[SteamboatSprings.net/RTA](https://SteamboatSprings.net/RTA)**

# Questions?

For more information:

Bill Ray | 303-885-1881 | [bill@wr-communications.com](mailto:bill@wr-communications.com)

