



AGENDA
HAYDEN TOWN COUNCIL MEETING
HAYDEN TOWN HALL – 178 WEST JEFFERSON AVENUE
THURSDAY, MARCH 6, 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)

NO FACEBOOK LIVE FOR THIS WEEK'S MEETING!

*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. STUDY SESSION - STAFF REPORTS

2. 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.

3. PROCLAMATIONS/PRESENTATIONS

4. 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.

- A. Consideration of minutes for the Regular Meeting of February 20, 2025 Page 3
- B. Consideration to approve payment bill vouchers date 2/27/25 in the amount of \$491,860.56 Page 6

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.

5. OLD BUSINESS – No old Business

6. 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 Page 13
- B. 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 15
- C. Review and Consideration to Approve a Contract with Duckels Construction for the Construction Hospital Hill VCP Replacement Project Page 28
- 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 Page 42
- 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 Page 54

7. PULLED CONSENT ITEMS

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

9. EXECUTIVE SESSION (IF NECESSARY)

10. ADJOURNMENT

Hayden Town Council Regular Meeting Minutes For February 20, 2025

Study Session – 6:10 p.m. Review RTA work and Mountain Rail work to date

The work session focused on the regional transportation authority and mountain rail discussions, featuring Paul DesRocher, the Director of Transit and Rail at CDOT. DesRocher presented the Mountain Rail project aimed at enhancing connectivity between Denver and Craig, emphasizing its potential to provide reliable travel options, support economic growth, and meet environmental objectives in Moffet County. He outlined the project's funding secured in fall 2023, which has led to stakeholder meetings to discuss service options and station locations. The importance of a service development plan for operational requirements and infrastructure upgrades was highlighted, along with the Town of Hayden's support for the project and the necessity of a rail station area plan for effective land use and infrastructure planning.

Ryan Bell raised concerns regarding original contracts with Union Pacific and the implications for landowners' rights, to which DesRocher responded by affirming the state's responsibility for capital improvements to the rail infrastructure. Discussions also included the potential benefits of Senate Bill 190 for Hayden and Craig, as well as redevelopment opportunities at the Excel campus and nearby parcels. The operational framework for local rail service in the Yampa Valley was addressed, with Mayor Banks stressing the need for a Regional Transportation Authority to ensure financial support and operational viability. The session concluded with discussions on Union Pacific's operational rights and the importance of high-quality rail service to attract ridership, alongside plans for the station management responsibilities, with a resolution expected by mid-March.

Call to Order/Roll Call

Mayor Banks called the regular meeting of the Hayden Town Council to order at 7:06 p.m.

Mayor Banks Offered a moment of Silence

Mayor Banks Led the Pledge of Allegiance

Councilmembers Hayden, Bell, Haight, and Carlson were present. Councilmember Hicks was excused, she had a death in the family. Also present were Town Manager Mathew Mendisco, Town Clerk, Barbara Binetti; Police Chief, Scott Scurlock; Public Works Director, Bryan Richards; and Finance Director, Andrea Salazar

Councilmember Reports and Updates

Mayor Banks furthered the RTA that the project is moving forward. There will be public presentations coming soon. It should be on the ballot in the fall November, 2025. Tegan Ebbert had joined the Technical Committee.

Study Session / Staff Reports

HAYDEN CENTER

Sarah Stinson, Director Arts and Events:

Rhonda Sweetser, Director Parks and Recreation:

POLICE

Chief of Police Scurlock: I met with a firm that assists law enforcement agencies with the hiring process for new officers. They can conduct background investigations, computer voice stress analysis (CVSA) tests, and psychological and medical tests. We currently have one of our officers trained in background investigation do that portion, which can take upwards of 40 hours. 40 hours that he isn't on the street. CVSA is in Steamboat; psych is in Denver, and medical is in Craig. This process can take 2-3 months. With this company, it can all be done in 30 days, helping not to lose good candidates.

This afternoon, we completed some arrest and control tactics (ACT) training. Matthew Marchbanks is our primary instructor and does a great job. Our new officer, Bobby, who has a few years of law enforcement experience, commented that this was the best ACT training he's ever received. We will continue to have officers be instructors in various topics instead of relying upon outside instructors/classes

Kudos to Taylor at Public Works. He's been doing a great job maintaining our patrol cars and has some great ideas on how we move forward.

PUBLIC WORKS

Bryan Richards, Public Works Director:

Public Works worked on snow removal. We plowed two times a day on Monday, President's Day. Also, we removed snow berms on the side of the highway. A big shout out to the plowing crews.

PLANNING

Tegan Ebbert, Community Development Director:

ADMINISTRATION

Mathew Mendisco, Town Manager: Hayden Center has 489 members now. Volleyball starts next week. The adult volleyball league, peewee wrestling are underway. The cornhole tournament will be Saturday. Many activities moving forward with the Art's programs: Galentine's Date couple paint classes, Sip and Paint, etc. The High School musical is coming up and they are working on Tips training for all employees.

Through research on the Geothermal, it was found that old statutes say that we have to go to the owners for a vote. Mathew requested a special meeting of the NWCO GID to be held Thursday, February, 27, 2025, at 6:00 p.m. to discuss and make a resolution to call for an election.

Barbara Binetti, Town Clerk: We celebrate Andrea Salazar's 10th year anniversary with the Town of Hayden.

Andrea Salazar, Finance Director: working on the 2024 Audit.

Staff reports will continue at the end of the meeting.

Public Comment

Brody Farquhar, 408 Clover Circle, Hayden, addressed the Council asking if there was a risk of flooding since the weather is forecasted to warm up to 50 on March 1st. Mayor Banks responded that Public Works has done a lot of work. Bryan Richards said that a dirt berm has been built to reduce any flooding risk. Also, that the historical trend has been April as the most probable month for any flooding when there are extreme conditions. He does not believe that we are at that point.

Proclamations and Presentations**Consent Agenda Items**

- A. Consideration of minutes for the Regular Meeting of February 6, 2025
- B. Consideration to approve payment bill vouchers date 2/11/25 in the amount of \$128,695.82
- C. Consideration to approve payment bill vouchers date 2/12/25 in the amount of \$2,762.31
- D. Consideration to ratify payment bill vouchers dated 2/10/25 in the amount of \$123,899.15
- E. Consideration to appoint Katie Berning to the Hayden Planning Commission as an alternate member with a term expiring on 1/31/2031
- F. Authorization to submit a Concept Paper to the Department of Energy with the intent of applying for an Energy Improvements in Rural or Remote Areas grant program to pursue installation of a geothermal heating and cooling system for municipal owned buildings

Councilmember Bell requested to pull consent items B, C, and D from the consent items for further discussion.

Mayor Banks moved to approved the consent items with the removal of items B, C, and D. Councilmember Carlson seconded. A roll call vote was held and the motion passed unanimously.

Items Removed from Consent Agenda

Items B, C, and D

Old Business

There was no old business.

New Business

- A. Request to pause sales tax incentive for Creek View Grill

Mayor Banks moved to pause the sales tax incentive for the Creek View Grill. Councilmember Carlson seconded the motion. A roll call vote was held. Councilmember Hayden abstained and the motion passed.

Pulled Consent Items

Consent items B, C, and D were pulled. Councilmember Bell had one question on the payment on invoice 1506 from Browns Hill Engineering. After discussion, Councilmember Bell moved to approve all items and Mayor Banks seconded the motion. The motion carried unanimously.

Staff and Councilmember Reports and Updates: There were no further reports.

Executive session: There was no Executive Session

Adjournment: Mayor Banks adjourned the meeting at 7:50 p.m.

Recorded by:

APPROVED THIS 6th DAY OF March, 2025.

Ryan Banks, Mayor

Barbara Binetti, Town Clerk

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
1000	A-1 Liquor	04FEB2025	ISS Cornhole	02/04/2025	31.39		
1000	A-1 Liquor	12FEB2025	Galentines Libations	02/12/2025	105.22		
Total 1000:					136.61		
6615	All Natural of Yampa Valley Inc	963638	PD - Janitorial	02/20/2025	250.00		
6615	All Natural of Yampa Valley Inc	963638	TH - Janitorial	02/20/2025	290.00		
6615	All Natural of Yampa Valley Inc	963638	HC - Janitorial	02/20/2025	640.00		
6615	All Natural of Yampa Valley Inc	963741	HC - Contract Custodial	02/20/2025	2,660.00		
Total 6615:					3,840.00		
12696	AT&T Mobility	287293429932	Sewer - Cell Phone	02/20/2025	108.04		
12696	AT&T Mobility	287293429932	Streets - Cell Phone	02/20/2025	270.11		
12696	AT&T Mobility	287293429932	Water - Cell Phone	02/20/2025	112.95		
12696	AT&T Mobility	287293429932	Admin - Cell Phone	02/20/2025	245.55		
12696	AT&T Mobility	287293429932	HC Cell Phones	02/20/2025	233.24		
12696	AT&T Mobility	287293429932	Exec - Phone	02/20/2025	49.11		
12696	AT&T Mobility	287293429932	PW - Uility Locate iPad	02/20/2025	20.02		
12696	AT&T Mobility	287293429932	PW - Uility Locate iPad	02/20/2025	20.02		
12696	AT&T Mobility	287293441320	PD - Cell Phone	02/20/2025	682.23		
Total 12696:					1,741.27		
2440	Atmos Energy	8494FEB2025	30640282494 Hayden Center Kitc	02/13/2025	32.62		
Total 2440:					32.62		
1310	Boyko Supply Co	220709-1	Parks cleaning supplies	02/12/2025	233.22		
1310	Boyko Supply Co	221280	HC - Janitorial Supplies	02/19/2025	94.04		
Total 1310:					327.26		
1330	Bratton Enterprises Inc	91321	Scoria	02/15/2025	567.39		
Total 1330:					567.39		
12906	Capital One	1660990947	ISS Cornhole Beverages	02/19/2025	27.90		
12906	Capital One	1660990947	ISS Cornhole Supplies	02/19/2025	3.98		
12906	Capital One	1660990947	Arts - Heaters for Art Studio	02/19/2025	176.61		
12906	Capital One	1660990947	Arts - Galenties Supplies	02/19/2025	10.68		
Total 12906:					219.17		
13477	Cellucci, Eric	19FEB2025	Citation #4241 Reimbursement	02/19/2025	84.50		
Total 13477:					84.50		
3770	CenturyLink	7236	333937236 970-276-2559 West E	02/19/2025	4.86		
3770	CenturyLink	7986FEB2025	333507986 970-276-2067 Dry Cre	02/16/2025	37.26		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
	Total 3770:				42.12		
9230	Chaosink	19576	PD - Business Cards	02/03/2025	55.00		
	Total 9230:				55.00		
5390	Crown Awards	37831671	Pee Wee Wrestling Award	02/22/2025	857.99		
	Total 5390:				857.99		
4890	FedEx	8-776-34842	Water Sample Shipping	02/20/2025	139.36		
	Total 4890:				139.36		
12151	Ferguson Enterprises, Inc	9267515	HC - Sewer Parts	02/11/2025	400.87		
12151	Ferguson Enterprises, Inc	9268436	PW Shop Boiler	02/12/2025	17.92		
12151	Ferguson Enterprises, Inc	9268440	PW Shop Boiler	02/12/2025	45.15		
	Total 12151:				463.94		
12773	Freedom Mailing Services	49866	Utility Billing	03/01/2025	208.32		
12773	Freedom Mailing Services	49866	Utility Billing	03/01/2025	208.32		
	Total 12773:				416.64		
3870	Grainger Inc	9417907533	HC - Vacuum Repair	02/24/2025	16.32		
	Total 3870:				16.32		
13225	GreatAmerica Financial Services	38646469	SAVIN C4500 Town Hall Printer	02/24/2025	268.00		
	Total 13225:				268.00		
13343	Insight Public Sector, INC	0337537088	PD - VPN to access RC Server for	02/17/2025	1,089.10		
	Total 13343:				1,089.10		
5890	IntelliChoice, Inc.	1233874	PD - Court Software	02/25/2025	16,000.00		
	Total 5890:				16,000.00		
13471	Jerry Powell	20FEB2025	Snow Hauling	02/20/2025	720.00		
	Total 13471:				720.00		
13077	Laman, J. Lynn	12FEB2025	PD - Sewing Patches on Uniforms	02/12/2025	36.00		
	Total 13077:				36.00		
12828	Luminate Fiber LLC	1201MAR2025	3001061201 HPD Broadband	03/03/2025	100.00		
12828	Luminate Fiber LLC	4701MAR2025	3001154701 - Loadout Utilities	03/03/2025	73.85		
12828	Luminate Fiber LLC	6301MAR2025	3001106301 Hayden Center Broa	03/03/2025	260.00		
	Total 12828:				433.85		
8375	MASON SIEDSCHLAW	2764	PD - Phone Upgrades	02/19/2025	249.45		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
8375	MASON SIEDSCHLAW	2764	TH - Phone Upgrades	02/19/2025	1,533.22		
8375	MASON SIEDSCHLAW	2764	TH - Phone Upgrades	02/19/2025	412.50		
8375	MASON SIEDSCHLAW	2764	HC - Phone Upgrades	02/19/2025	1,537.58		
8375	MASON SIEDSCHLAW	2775	PD - Monthly Cloud Server	03/01/2025	347.00		
8375	MASON SIEDSCHLAW	2775	TH - Monthly Phone Cloud Server	03/01/2025	228.00		
8375	MASON SIEDSCHLAW	2775	HC - Monthly Phone Cloud Server	03/01/2025	189.00		
Total 8375:					4,496.75		
12357	Masterworks Mechanical Inc	19803	PW - Shop Boiler Repair	02/17/2025	225.00		
12357	Masterworks Mechanical Inc	19836	PW - Shop Relay	02/12/2025	28.62		
12357	Masterworks Mechanical Inc	19856	PW - Shop Zone Valve	02/13/2025	585.00		
12357	Masterworks Mechanical Inc	19867	HC - Boiler Repair	02/14/2025	159.00		
Total 12357:					997.62		
9060	Mid-American Research Chemical	0841723-IN	HC - Custodial Supplies	02/21/2025	77.00		
Total 9060:					77.00		
8920	Murdoch's Ranch & Home Craig	INV-012743241	PW - Murray Clothing	02/09/2025	159.98		
8920	Murdoch's Ranch & Home Craig	INV-012850357	PW - Case Clothing	02/15/2025	149.99		
Total 8920:					309.97		
13480	Napa Auto Parts	450272	PW - DEF Grader	01/09/2025	35.98		
13480	Napa Auto Parts	450273	PW - 55 Gallon Drums of Wiper Fl	01/09/2025	1,589.99		
13480	Napa Auto Parts	450365	PW - Soap, Oil Dry, Vehicle Maint	01/13/2025	80.91		
13480	Napa Auto Parts	450452	PW - Strobe Light Repair	01/15/2025	13.22		
13480	Napa Auto Parts	450634	PW - Truck Scoria Spreader	01/21/2025	17,002.00		
13480	Napa Auto Parts	450634	PW - Truck Scoria Spreader Light	01/21/2025	2,692.04		
13480	Napa Auto Parts	450641	Parks - Shop Rags	01/21/2025	36.99		
13480	Napa Auto Parts	450693	WTP Antifreeze	01/22/2025	53.16		
13480	Napa Auto Parts	450724	PW - Scan Tool	01/23/2025	849.00		
13480	Napa Auto Parts	450733	PW Pliers	01/23/2025	45.97		
13480	Napa Auto Parts	450746	PW - Grader Tubing	01/23/2025	10.66		
13480	Napa Auto Parts	450775	PW - Shop Boiler Repair	01/24/2025	34.99		
13480	Napa Auto Parts	450870	PW - Metal Clamp	01/28/2025	6.49		
13480	Napa Auto Parts	450923	Parks - Groomer Oil	01/29/2025	62.99		
13480	Napa Auto Parts	451176	PW - Oil Dispenser	02/05/2025	100.99		
13480	Napa Auto Parts	451256	PW - Grinder Oil Change	02/06/2025	18.99		
13480	Napa Auto Parts	451347	#7 Belt & Heater Repair	02/10/2025	88.92		
13480	Napa Auto Parts	451360	PW - Grease Gun	02/10/2025	26.99		
13480	Napa Auto Parts	451362	Return #7 Belt	02/10/2025	5.68		
13480	Napa Auto Parts	451465	PW - Engine Oil Filters, Air Filters	02/13/2025	379.60		
13480	Napa Auto Parts	451597	PE - DEF 140 AWD	02/17/2025	35.98		
13480	Napa Auto Parts	451635	Parks - Snow Cat Oil & Antifreeze	02/18/2025	52.47		
13480	Napa Auto Parts	451642	Parks - Snow Cat Fuse Kit, Hydro	02/18/2025	72.86		
13480	Napa Auto Parts	451661	PD - Tahoe Service	02/19/2025	201.90		
13480	Napa Auto Parts	451683	PD - Bumper Repair	02/19/2025	10.49		
13480	Napa Auto Parts	451710	PD - #719 Service	02/20/2025	63.45		
13480	Napa Auto Parts	451838	PD - #718 & #719 Transmission S	02/24/2025	743.17		
13480	Napa Auto Parts	451906	PW - Tire & Rotor Scan Tool	02/26/2025	449.00		
13480	Napa Auto Parts	451939	PW - Spare Sander Repair Parts	02/27/2025	943.96		
Total 13480:					25,697.48		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
1350	Pinnacol Assurance	21978921	Legislative Work Comp	02/20/2025	34.11		
1350	Pinnacol Assurance	21978921	Court Work Comp	02/20/2025	17.06		
1350	Pinnacol Assurance	21978921	Executive Work Comp	02/20/2025	17.06		
1350	Pinnacol Assurance	21978921	Administration Work Comp	02/20/2025	34.11		
1350	Pinnacol Assurance	21978921	Police Work Comp	02/20/2025	1,296.18		
1350	Pinnacol Assurance	21978921	Streets Work Comp	02/20/2025	716.31		
1350	Pinnacol Assurance	21978921	Parks Work Comp	02/20/2025	306.99		
1350	Pinnacol Assurance	21978921	Water Work Comp	02/20/2025	272.88		
1350	Pinnacol Assurance	21978921	Water Adm Work Comp	02/20/2025	34.11		
1350	Pinnacol Assurance	21978921	Sewer Work Comp	02/20/2025	170.55		
1350	Pinnacol Assurance	21978921	Sewer Adm Work Comp	02/20/2025	34.11		
1350	Pinnacol Assurance	21978921	HC Work Comp	02/20/2025	477.53		
Total 1350:					3,411.00		
13359	Platform Group LLC	7928	Skate Park #3	02/20/2025	228,672.02		
13359	Platform Group LLC	7928	Skate Park #3 Retainage	02/20/2025	11,433.60-		
Total 13359:					217,238.42		
13199	Rebecca Otterman	199	Snow Hauling	02/20/2025	3,600.00		
Total 13199:					3,600.00		
13481	Redwood Engineering	6623	Parks - Playground Mulch	11/14/2024	1,200.00		
Total 13481:					1,200.00		
12092	Routt Co Enviromental Health	20904	Water Sample Bottles	09/17/2024	360.00		
Total 12092:					360.00		
12248	SGS North America, Inc.	52160161500	Water testing	02/19/2025	186.00		
Total 12248:					186.00		
12727	Stand Creative Studio	5154	Website Hosting	03/01/2025	150.00		
Total 12727:					150.00		
1655	STANDARD INSURANCE COMP	00 750748 MA	Sewer LTD	03/01/2025	86.81		
1655	STANDARD INSURANCE COMP	00 750748 MA	STREETS LTD	03/01/2025	166.94		
1655	STANDARD INSURANCE COMP	00 750748 MA	WATER LTD	03/01/2025	109.74		
1655	STANDARD INSURANCE COMP	00 750748 MA	HC LTD	03/01/2025	274.29		
1655	STANDARD INSURANCE COMP	00 750748 MA	PARKS LTD	03/01/2025	61.27		
1655	STANDARD INSURANCE COMP	00 750748 MA	SWR ADM LTD	03/01/2025	47.19		
1655	STANDARD INSURANCE COMP	00 750748 MA	WTR ADM LTD	03/01/2025	47.19		
1655	STANDARD INSURANCE COMP	00 750748 MA	ADMIN LTD	03/01/2025	142.65		
1655	STANDARD INSURANCE COMP	00 750748 MA	PD LTD	03/01/2025	205.86		
1655	STANDARD INSURANCE COMP	00 750748 MA	PLNG LTD	03/01/2025	38.60		
Total 1655:					1,180.54		
10930	Standard Plumbing Supply Co.	YDNB27	HC - Wrestling Room Sink Drain	02/25/2025	18.75		
Total 10930:					18.75		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
10530	Staples Business Advantage	6021987671	PD - Calculator	01/18/2025	4.99		
10530	Staples Business Advantage	6021987671	PW - Printer Ink	01/18/2025	113.60		
10530	Staples Business Advantage	6024471563	Admin - Office Supplies	02/15/2025	54.00		
10530	Staples Business Advantage	6024471564	Admin - Office Supplies	02/15/2025	19.97		
10530	Staples Business Advantage	6024885231	TH - Office Supplies	02/22/2025	11.42		
Total 10530:					203.98		
13478	Steamboat Engineering & Design	25006	Geothermal Building Design	02/08/2025	4,131.25		
Total 13478:					4,131.25		
3710	Town of Hayden	FEB2025	15.01 1250 W Jefferson	02/28/2025	271.51		
3710	Town of Hayden	FEB2025	92.01 178 W Jefferson	02/28/2025	97.10		
3710	Town of Hayden	FEB2025	94.01 Bulk Water	02/28/2025	78.54		
3710	Town of Hayden	FEB2025	231.01 229 S 3rd St park	02/28/2025	510.26		
3710	Town of Hayden	FEB2025	232.01 40500 CR 183	02/28/2025	630.83		
3710	Town of Hayden	FEB2025	355.01 1200 W Jefferson	02/28/2025	175.31		
3710	Town of Hayden	FEB2025	436.02 Hayden Center	02/28/2025	691.83		
3710	Town of Hayden	FEB2025	534.01 101 S Chestnut	02/28/2025	506.82		
3710	Town of Hayden	FEB2025	694.02 135 Walnut Street	02/28/2025	84.45		
3710	Town of Hayden	FEB2025	1208.01 513 S Poplar St park	02/28/2025	57.62		
3710	Town of Hayden	FEB2025	2035.01 249 Hawthorn	02/28/2025	162.58		
3710	Town of Hayden	FEB2025	2036.01 513 S Poplar St	02/28/2025	180.00		
3710	Town of Hayden	FEB2025	2044.01 351 Vista Verde Dr	02/28/2025	87.03		
3710	Town of Hayden	FEB2025	2046.01 326 Lake View	02/28/2025	172.79		
3710	Town of Hayden	FEB2025	2090.01 Industrial Park A	02/28/2025	57.62		
3710	Town of Hayden	FEB2025	2163.01 Community Garden Utilit	02/28/2025	84.45		
Total 3710:					3,848.74		
13417	Twin Enviro - Apex	FEB2025	Residential Trash Service	02/28/2025	30,797.88		
Total 13417:					30,797.88		
3810	Upper Yampa Water Conservancy	YCMTH240930	2nd half Yamcolo Water Storage 2	02/20/2025	15,451.50		
Total 3810:					15,451.50		
13057	US Bancorp	549808426	PD - Solar Contract 077-000791-0	02/22/2025	24,334.83		
13057	US Bancorp	549808426	WTP - Solar Contract 077-000791	02/22/2025	49,407.09		
13057	US Bancorp	549808426	HC - Solar Contract 077-000792-0	02/22/2025	45,473.34		
13057	US Bancorp	549808426	HC - Solar Contract 077-000792-0	02/22/2025	3,267.67		
Total 13057:					122,482.93		
8740	Visa	09802607-FEB	Admin - Apple.com	02/20/2025	2.99		
8740	Visa	09802607-FEB	Admin - Amoco	02/20/2025	26.18		
8740	Visa	09802607-FEB	Admin - Uber	02/20/2025	12.48		
8740	Visa	09802607-FEB	Admin - Uber	02/20/2025	23.92		
8740	Visa	09802607-FEB	Admin - Uber	02/20/2025	23.95		
8740	Visa	09802607-FEB	Admin - Maverick	02/20/2025	38.42		
8740	Visa	09802607-FEB	Admin - Drury Hotel Refund Tax	02/20/2025	15.06-		
8740	Visa	09802607-FEB	Admin - Mailchimp	02/20/2025	72.00		
8740	Visa	09802607-FEB	Admin - Budget Rent a Car Duluth	02/20/2025	179.69		
8740	Visa	09802607-FEB	Admin - Oakwell Duluth, MN	02/20/2025	26.03		
8740	Visa	09802607-FEB	Admin - DIA Parking	02/20/2025	90.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
8740	Visa	09802607-FEB	Admin - Circle K	02/20/2025	27.06		
8740	Visa	09802607-FEB	Admin - Expedia Lodging Duluth	02/20/2025	111.27		
8740	Visa	09802607-FEB	PW - Weekly Planners	02/20/2025	91.54		
8740	Visa	09802607-FEB	PW - YVEA Geothermal Applicati	02/20/2025	250.00		
8740	Visa	09802607-FEB	PW - United Built Water Truck Pu	02/20/2025	561.22		
8740	Visa	09802607-FEB	Plng - Public Notice Signs	02/20/2025	556.00		
8740	Visa	09802607-FEB	Plng - Public Recors Research	02/20/2025	6.50		
8740	Visa	09802607-FEB	Admin - Zoom	02/20/2025	10.89		
8740	Visa	09802607-FEB	Admin - CCCMA Registration	02/20/2025	220.00		
8740	Visa	09802607-FEB	CCCMA Membership Kevin	02/20/2025	85.00		
8740	Visa	09802607-FEB	CCCMA Conference Kevin	02/20/2025	160.00		
8740	Visa	09802607-FEB	Plng - CCCMA Membership	02/20/2025	175.00		
8740	Visa	09802607-FEB	Plng - CCCMA Conference Regist	02/20/2025	370.00		
8740	Visa	09802607-FEB	Admin - CCCMA Conference Regi	02/20/2025	370.00		
8740	Visa	09802607-FEB	Admin - CCCMA Lodging	02/20/2025	352.57		
8740	Visa	09802607-FEB	Plng - CML Legislative Workshop	02/20/2025	149.00		
8740	Visa	09802607-FEB	Arts - Art Studio Supplies	02/20/2025	113.31		
8740	Visa	09802607-FEB	Arts - Underglaze for Pottery Work	02/20/2025	285.20		
8740	Visa	09802607-FEB	HC - Football Registration	02/20/2025	40.00		
8740	Visa	09802607-FEB	Arts - Tabletop Easels	02/20/2025	66.99		
8740	Visa	09802607-FEB	Arts - Easel Paper	02/20/2025	37.99		
8740	Visa	09802607-FEB	HC - Intercom System	02/20/2025	587.92		
8740	Visa	09802607-FEB	HC - Annual Sales Tax License	02/20/2025	27.00		
8740	Visa	09802607-FEB	Arts - Easels & Brushes	02/20/2025	222.88		
8740	Visa	09802607-FEB	HC - Phones Nextiva	02/20/2025	171.91		
8740	Visa	09802607-FEB	Arts - Monitor, Cables	02/20/2025	211.96		
8740	Visa	09802607-FEB	HC - Background Check x 2	02/20/2025	12.00		
8740	Visa	09802607-FEB	PW - Water Sample Shipping	02/20/2025	5.40		
8740	Visa	09802607-FEB	Admin - Postage	02/20/2025	219.00		
8740	Visa	09802607-FEB	TH - Flags	02/20/2025	184.80		
8740	Visa	09802607-FEB	Admin - Excel Class	02/20/2025	134.00		
8740	Visa	09802607-FEB	PD - Blood Kit Postage	02/20/2025	35.75		
8740	Visa	09802607-FEB	PD - Stocking Caps	02/20/2025	41.17		
8740	Visa	09802607-FEB	PD - Uniform Insignia	02/20/2025	114.23		
8740	Visa	09802607-FEB	PD - Laptop Charger and Desk Sp	02/20/2025	67.87		
8740	Visa	09802607-FEB	PD - Handsfree Phone Kits	02/20/2025	64.52		
8740	Visa	09802607-FEB	PD - Monitors, Keyboards, Periph	02/20/2025	437.24		
8740	Visa	09802607-FEB	PD - Adler Uniform	02/20/2025	237.04		
8740	Visa	09802607-FEB	PD - Uniform Pants Adler	02/20/2025	94.05		
8740	Visa	09802607-FEB	Courts - CMJA Spring Conference	02/20/2025	220.00		
8740	Visa	09802607-FEB	PD - When I Work	02/20/2025	80.00		
8740	Visa	09802607-FEB	PD - USPS Stamps	02/20/2025	14.60		
8740	Visa	09802607-FEB	PD - Annual Ring Subscription	02/20/2025	49.99		
8740	Visa	09802607-FEB	PD - #719 Fuel	02/20/2025	35.00		
8740	Visa	09802607-FEB	PD - Marchbanks Lodging CACP	02/20/2025	207.74		
8740	Visa	09802607-FEB	PD - ID Cards Adler & Machbanks	02/20/2025	37.00		
8740	Visa	09802607-FEB	PD - USPS Stamps	02/20/2025	29.20		
Total 8740:					8,062.41		
13086	Vital Records Holding, LLC	4620045	Admin - Destruction Bins	11/30/2024	116.51		
Total 13086:					116.51		
3880	Wagner Equipment Co	P04C0349136	PW - 140 M2 Parts Snow Remova	02/04/2025	23.24		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
Total 3880:					23.24		
13479	Welch, Nash	05FEB2025	HC Marketing Mileage Reimb	02/05/2025	98.63		
Total 13479:					98.63		
6130	Western Security Systems Inc	637529	HC - Alarm Monitoring April thru J	03/03/2025	225.00		
6130	Western Security Systems Inc	637637	PD - Alarm Monitoring April thru J	03/03/2025	210.00		
Total 6130:					435.00		
4010	Yampa Valley Electric	0401FEB2025	660020401 249 Hawthorne	02/20/2025	581.97		
4010	Yampa Valley Electric	0401JAN2025	660020401 249 Hawthorne	01/21/2025	100.36		
4010	Yampa Valley Electric	0502FEB2025	660020502 1545 Jefferson Ave lift	02/20/2025	227.32		
4010	Yampa Valley Electric	1002FEB2025	720021002 Dry Creek Lift Electric	02/20/2025	246.04		
4010	Yampa Valley Electric	1401FEB2025	660021401 Seneca Hill electric	02/20/2025	265.36		
4010	Yampa Valley Electric	1802FEB2025	1510001802 Street Lights	02/27/2025	3,452.57		
4010	Yampa Valley Electric	3202FEB2025	660013202 Airport Lift Electric	02/20/2025	466.00		
4010	Yampa Valley Electric	3406FEB2025	740003406 Town Hall Electric	02/20/2025	647.16		
4010	Yampa Valley Electric	5501FEB2025	720015501 225 W Jefferson Park	02/20/2025	83.27		
4010	Yampa Valley Electric	6002FEB2025	760016002 Community Tree Elect	02/20/2025	75.34		
4010	Yampa Valley Electric	6201FEB2025	760016201 PW Shop Electric	02/20/2025	717.57		
4010	Yampa Valley Electric	7702FEB2025	760007702 Sewer Plant Electric	02/20/2025	3,965.67		
4010	Yampa Valley Electric	7802FEB2025	660007802 Water Plant Electric	02/20/2025	1,569.57		
4010	Yampa Valley Electric	8003FEB2025	750008003 Hayden Center	02/27/2025	4,348.70		
4010	Yampa Valley Electric	8004FEB2025	760008004 1300 W Jefferson Ska	02/20/2025	62.62		
4010	Yampa Valley Electric	8901FEB2025	720008901 Hospital Hill electric	02/20/2025	60.45		
4010	Yampa Valley Electric	9902FEB2025	720009902 Crandall Pump Electri	02/20/2025	778.00		
Total 4010:					17,447.25		
13469	Yampa Valley Excavation	25-0224A	Snow Hauling	02/24/2025	2,025.00		
Total 13469:					2,025.00		
4245	Zirkel Wireless, LLC	306009	Acct 4377 internet	03/01/2025	102.57		
4245	Zirkel Wireless, LLC	309360	Acct 4378 internet	03/01/2025	99.00		
4245	Zirkel Wireless, LLC	310215	DCP Internet #7774	03/01/2025	124.00		
Total 4245:					325.57		
Grand Totals:					491,860.56		

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.



Town of Hayden

Town Council Agenda Item

MEETING DATE: March 6, 2025

AGENDA ITEM TITLE: Request 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

AGENDA SECTION: New Business

PRESENTED BY: Tegan Ebbert, Community Development Director.

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

BACKGROUND REVIEW: Emmanuelle Almaraz, owner of Lot 34 in Valley View Business Park and owner/operator of Mountain Hight Mechanical LLC, applied for a Conditional Use Permit and Site Plan application to construct a 3,000 square foot shop along with two attached live/work units. In February 2023, both the Hayden Planning Commission and the Hayden Town Council reviewed and unanimously approved the project.

The approval carried a two (2) year period. The applicant has not yet been able execute the project plans due to existing project commitments. A letter requesting an extension on the approval was submitted to staff.

RECOMMENDATION: Move to approve a one year extension of the Almaras Ventures Conditional Use Permit and Site Plan application for the construction of a shop and two (2) attached live/work units on Lot 34, Valley View Business Park.

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

YVME Yampa Valley
Engineering, Inc.
A FULL STRUCTURAL & MECHANICAL ENGINEERING DESIGN FIRM
P.O. Box 772192; STEAMBOAT SPRINGS, COLORADO 80477
970.870.9229 | YVENGR@YVENGR.COM

Town of Hayden.
P.O. Box 190
178 West Jefferson
Hayden, CO 81639

February 28, 2025

Attn: Tegan Ebbert, (Community Development Director)

Dear Tegan,

We would like to request an extension for the Conditional Use permit that was approved in February 2023, for Emmanuelle Almaras lot 34 Valley view Business Park. We do not plan on making any changes to the original Development Permit.

Thank You

E. Slobodnik
Ellen Slobodnik.
yvengr@yvengr.com



Town of Hayden

Town Council Agenda Item

MEETING DATE: March 6th, 2025

AGENDA ITEM TITLE: Approve Contract with Anson Excavation and Pipe for the Construction of the Northwest Business Park Water Heating and Cooling Schedule 1.

AGENDA SECTION: New Business Agenda

PRESENTED BY: Bryan Richards, Public Works Director

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

BACKGROUND REVIEW: Northwest Colorado Business District (NCBD) is the newest address for construction, advanced light manufacturing, distribution, logistics and warehousing, clean tech, renewable energy, outdoor recreation companies and start-ups interested in shovel-ready, cost competitive, industrial and commercial sites with access to multimodal transportation. NCBD is a mile from U.S. Route 40 with access to interstates 80 and 70, less than 2 miles from a Union Pacific Railroad spur and directly across from the Yampa Valley Regional Airport (HDN), one of the busiest commercial airports in Northwest Colorado.

This project includes:

Installation of approximately 4,750 feet of HDPE pipe (6-inch to 14-inch diameter) at depths of 8 to 10 feet, with required fittings and valves.

Installation of approximately 2,060 feet of fiber optic cable in 2-inch conduit, buried in the same trench as the HDPE piping.

Anson Excavation and Pipe, Inc was the bid winner with a \$625,025.50.

RECOMMENDATION: Move to approve the contract with Anson Excavation and Pipe for the Construction of the Northwest Business Park heating and Cooling Schedule 1

MANAGER'S RECOMMENDATION/COMMENTS: *I concur with this recommendation*



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 6th 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 31st, 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 31st, 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

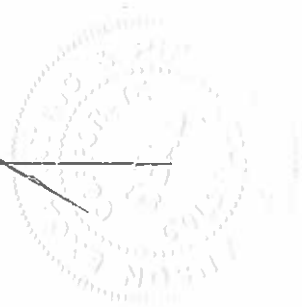
ATTEST:

Town Clerk

By: _____
Mayor, Town of Hayden

Contractor

By:  _____
Title: Owner





Town of Hayden

Town Council Agenda Item

MEETING DATE: March 6th, 2025

AGENDA ITEM TITLE: Approve Contract with Duckels Construction for the Construction Hospital Hill VCP Replacement Project.

AGENDA SECTION: Consent Agenda

PRESENTED BY: Bryan Richards, Public Works Director

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

BACKGROUND REVIEW: The Hospital Hill neighborhood contains a sanitary sewer system which was first placed into service in the 1960's. Piping in this area consists of both 6 inch and 8 inch vitrified clay pipe.

In 2008, the Town responded to three sanitary sewer backups into customer households caused by excessive root penetration at pipe joints, and structural cracking. Additionally, in 2008, an unpermitted discharge of wastewater to the Walker Ditch due to a broken pipe led the State of Colorado to issue a compliance notice to the town. Since 2008, the Town has increased the maintenance of this section of pipe which has extended the life of the pipe, however, after comparison of video inspection reports from 2008, as well as, most recently 2024, several segments of the clay pipe have degraded beyond its useful life. Routine maintenance is no longer able to keep up. The wastewater treatment facility experiences increased influent flow during the spring due to groundwater infiltration. Replacement of the pipe will help springtime infiltration of water into the sewer collection system and lower peak flows at the Wastewater Treatment Plant.

The project includes 625 ft of PVC sewer pipe and manhole installation in the Hospital Hill area totaling \$343,935.00.

RECOMMENDATION: Move to approve the contract with Duckels Construction for the Construction of the Hospital Hill VCP Replacement Project.

MANAGER'S RECOMMENDATION/COMMENTS: *I concur with this recommendation*



TOWN OF HAYDEN CONSTRUCTION CONTRACT

1. PARTIES.

This Construction Contract (the "Contract"), dated as of _____, is between the Town of Hayden, a Colorado home rule town (hereinafter called "Town") by and through its Town Council (hereinafter called "Council"), and Duckels Construction, Inc. (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:

Duckels Construction Inc,
3500 Duckels Ct.
Steamboat Springs, CO 80487

2. WORK TO BE DONE BY CONTRACTOR.

The Work to be done by Contractor is detailed in the Contract Documents, addenda, and itemized in the Bid Form, Section of those Contract Documents as prepared by Sunrise Engineering for sealed bids due January 19, 2023.

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 Sunrise Engineering Services, and Bryan Richards, Public Works Director, Town of Hayden. Sunrise Engineering Service will serve as the Engineer of record.



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.

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Project consists of waterline and appurtenant improvements as described in 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:

Town of Hayden South Hospital Hill VCP Replacement

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 31st 2025. The Project shall be complete and ready for final payment within 30 days after Substantial Completion. 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. Prior to termination, the Town should first provide notice and allow for corrective action by Contractor to address schedule concerns. 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.

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. 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 calendar day that expires after the time specified above for Substantial Completion or any extension formally granted by the Town outlined above 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 \$500 for each calendar 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 \$343,935.00 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 one year 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, after written notice provided, the 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 known conditions identified within the plans and specifications, 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. 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 receive no compensation and will 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 or written authorization by the project administrator 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.

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 following written notice issued to the Contractor to correct the work within a specified time period.

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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.

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- a. Work to be completed, if any;
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- c. Unsatisfactory work for any reason, if any.

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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 following written notice issued to the Contractor to correct the deficiency.

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.  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

Duckels Construction Inc,

By: _____
Title: Owner



Town of Hayden

Town Council Agenda Item

MEETING DATE: March 6, 2025

AGENDA ITEM TITLE: Revocable license for use of the Hayden Center for an emergency family information/unification center in the event of an aeronautical disaster.

AGENDA SECTION: New Business

PRESENTED BY: Tegan Ebbert, Community Development Director.

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

BACKGROUND REVIEW: The Town of Hayden has been approached by airlines to allow a license agreement to use the Hayden Center for an emergency family information/unification center in the event of an aeronautical disaster. The revocable license indicates that the Magnolia Room and the Auditorium are the rooms that would be made available in the instance that the agreement would need to be acted upon. The licensee would be required to pay the standard rental and facility use costs.

RECOMMENDATION: Approve and authorize the Mayor to sign the Revocable License for Use of the Hayden Community Center.

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

REVOCABLE LICENSE FOR USE OF THE HAYDEN COMMUNITY CENTER

THIS REVOCABLE LICENSE FOR USE OF THE HAYDEN COMMUNITY CENTER (THIS "LICENSE") is granted this ___ day of _____, 20___, (the "Effective Date") by the Town of Hayden, a Colorado home rule municipal corporation, ("Town"), whose address is 178 West Jefferson Avenue (P.O. Box 190), Hayden, Colorado 81639, to _____, a _____ ("Licensee") whose address is _____.

- A. The Town owns the public place that is commonly known as the Hayden Community Center, (the "Center").
- B. Licensee desires to have the ability to make use of portions of the Center as a family information and unification center in the event of an aeronautical disaster (the "Private Activities"). The locations within the Center that are authorized hereby for the Private Activities are depicted on Exhibit A attached hereto and incorporated herein by this reference.
- C. Pursuant to Town Charter, the Code of the Town of Hayden ("Town Code") and the laws of the State of Colorado, the Town is vested with power and authority over the use of municipally owned public places, including the Center.
- D. The Town is willing to grant a revocable license to Licensee to allow Licensee to engage in the Private Activities as depicted in Exhibit A, which Exhibit is incorporated herein by this reference, under certain circumstances and with certain conditions and stipulations.
- E. The intent of this License is to authorize, on a revocable basis, the operation of the Private Activities within the Center without cost or liability to the Town.

LICENSE

1. Grant of Revocable License.

The Town hereby grants to Licensee a non-exclusive and revocable authorization (the "License") to operate the Private Activities in the Center, provided, however, that as conditions to the License, the Licensee shall:

- (i) Engage in the Private Activities only within the boundaries of the area depicted on Exhibit A as being within the Magnolia Room (Room 121) and the Auditorium (Room 145);and
- (ii) operate the Private Activities only in accordance with the operating conditions set forth in Exhibit C hereto, which Exhibit is hereby incorporated herein by reference.

The rights granted under this License are expressly subject to the rights of the public and any rights granted previously by the Town to any person. The Town may enforce this License either by seeking damages or by specific performance or through any other legal or equitable remedy available to the Town.

2. Fees for Use of the Center; Operation and Maintenance Costs.

a. The Licensee shall pay fees for use of the Center, or distinct areas within the Center, in accordance with the Fee Schedule attached hereto as Exhibit B. The Licensee shall pay all costs of its operation of the Private Activities, as well as all costs that may be incurred by the Town that arise out of the Licensee's use of the Center pursuant to this License, which Town costs shall include but are not limited to the costs of set up, break-down and/or clean up and sanitary maintenance of the areas of the Center being used for the Private Activities. Upon revocation of the License as provided herein and upon the Town's demand, Licensee shall pay all costs and perform all removal of any equipment or materials used in connection with the Private Activities from the Center and, as applicable, shall pay all costs of and be responsible for returning the Center to substantially the same condition that existed on the day that use under this License began.

b. This License shall not operate or be construed to abridge, limit or restrict the Town in exercising its right to make full use of the Center encroached upon as a public place.

c. Licensee hereby assumes full responsibility for any and all damages incurred to public facilities, utilities or other private activities and/or improvements located within the Center due to activities authorized by this License.

d. Licensee shall cooperate with Town officials in the establishment, operation and discontinuation of the Private Activities and shall operate the Private Activities in a professional manner during the term of the License.

3. Repair of Damages

Licensee shall promptly repair all damage to the Center caused by its activities. If such damage poses a threat to health, safety or welfare of the public or individuals, the Town may cause repairs to be made at Licensees' expense unless the Licensee immediately makes such repairs upon the Town's request.

4. **Term.** This License shall commence on the Effective Date and shall continue until revoked by the Town or terminated by the Licensee hereunder. The Licensee's use of the Center for the Private Activities shall begin upon written notice to the Town of its intended use, including a starting and ending date for the intended use.

This License shall terminate upon Licensee's request so long as Licensee removes equipment and materials used in connection with the Private Activities and returns the Center to

substantially similar condition as that prior to the establishment and operation of the Private Activities/Improvements.

5. Revocation.

a. Town may revoke this License upon five (5) calendar days' written notice to Licensee and upon the occurrence of any one or more of the following events:

(i) Breach of this License by Licensee including, without limitation, the failure to operate the Private Activities in a professional manner, after Licensee has failed to cure such breach for a period of two (2) calendar days from receipt of written notice of such breach by Licensee from Town.

(ii) A unilateral decision by the Town Council of the Town that the Center is needed or desired or beneficial for any other purpose.

b. Upon revocation, Licensee shall, at Licensee's sole cost, remove the equipment and materials used in connection with the Private Activities and restore the Center to substantially the same condition that existed on the date on which the Private Activities began.

c. Upon revocation, this License shall terminate, be deemed null and void and of no further force and effect.

d. In the event that Licensee fails to remove the equipment and/or materials used in connection with the Private Activities by the 5th day after the Town delivers notice of revocation to the Licensee, the Town may remove or cause the equipment and/or materials to be removed. The Town may collect the cost of removal from the Licensee and the Licensee agrees to pay such cost promptly upon written demand therefore. Licensees further agree that, upon the failure to pay such costs within thirty (30) days after written demand therefore, the Town shall have the right to file a lien, in the dollar amount of such cost, against any and all real property owned by the Licensee, which lien may be foreclosed upon in the manner provided in Colorado Statutes for the judicial foreclosure of liens.

6. Notice.

Every notice required or permitted hereunder shall be in writing and shall be deemed to have been fully given when delivered by hand or upon delivery when sent by overnight mail, to the party's address set forth in the introductory paragraph of this License or at such other address as a party may designate, in writing, to the other party.

7. Indemnification and Insurance.

(i) **Indemnification.** The Licensee expressly agrees to, and shall, indemnify and hold harmless the Town and any of its officers, agents, or employees from any and all claims, demands, damages, liability, or court awards, including costs and attorneys' fees that are incurred by the Town or that may be awarded as a result of any loss,

injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, partnership, or corporation, in connection with or arising out of any act, omission, error, mistake, negligence, or other fault of the Licensee or any of such Licensee's agents, partners, Licensees, or sub-Licensees in the establishment, construction, use, operation or maintenance of the Private Activities. In particular and without limiting the scope of the foregoing agreement to indemnify and hold harmless, the Licensee shall indemnify the Town for all claims, damages, liability, or court awards, including costs and attorneys' fees that are incurred by the Town or that may be awarded against the Town as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any claim that, in whole or in part, all or any portion of the Private Activities constitutes a dangerous, hazardous, and/or unsafe condition. Licensee further agrees that should it fail to indemnify the Town as required in this section, the Town shall have the right to file a lien, in the dollar amount for which the Licensee has failed to indemnify the Town, against any and all real property owned by the Licensee, which lien may be foreclosed upon in the manner provided in Colorado Statutes for the judicial foreclosure of liens.

- (ii) **Insurance.** Licensee shall procure and maintain, at its own cost, the following policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Licensee under this Agreement or arising as a result of this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law:

(a) Commercial General Liability insurance with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent Licensees, products, and completed operations. The policies shall name TOWN, its employees and agents as additional insureds and shall include the following provisions: (i) severability of interest; (ii) waiver of subrogation; and (iii) cross liability endorsement.

(b) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the Private Activities, and Employers' Liability insurance with minimum limits of SIX HUNDRED THOUSAND DOLLARS (\$600,000) each accident, SIX HUNDRED THOUSAND DOLLARS (\$600,000) disease - policy limit, and SIX HUNDRED THOUSAND DOLLARS (\$600,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the Workers' Compensation requirements of this Subsection.

(c) The insurance policies required by subsections (a) and (b) above shall name Town, its employees and agents as additional insureds. No additional insured endorsement to a policy shall contain any exclusion for bodily injury or property damage arising from completed operations.

(d) Every policy required under this Subsection (ii) shall be primary insurance, and any insurance carried by Town, its officers, or its employees, or carried by or provided through any insurance pool of Town, shall be excess and not contributory insurance to that provided by Licensee. Licensee shall be solely responsible for any deductible losses under any policy required above. Any insurance policy required under this Agreement shall be written by a responsible company.

(e) Prior to commencement of this License, Licensee shall provide Town with a certificate of insurance completed by Licensee's insurer as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverage 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 Town. The completed certificate of insurance shall be sent to:

Town of Hayden
P.O. Box 190
Hayden, Colorado 81639
Attn: Town Manager

(h) License shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of Licensee's failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amount, duration or type. Failure on the part of Licensee to procure or maintain policies providing the required coverage, conditions and minimum limits shall constitute a material breach of contract upon which Town may immediately terminate this Agreement, or at its discretion Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by TOWN shall be repaid by Licensee to Town upon demand, or Town may withhold the cost of the premiums from any monies due to Licensee from Town.

(i) The parties hereto understand and agree that Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (present or future) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

8. **Competing Uses.**

The Private Activities within the Center shall not interfere with water facilities, sanitary or storm sewer facilities or other public use of the Center. Licensee's Private Activities shall be conducted, and altered from time to time, if necessary in the reasonable determination of the Town, so as to avoid interference with other uses at the Center.

9. **Miscellaneous Provisions**

a. Waiver of Breach. A waiver by any party to this License of the breach of any term or provision of this License shall not operate or be construed as a waiver of any subsequent breach by any party.

b. Binding Effect. This License shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this License except as otherwise expressly authorized herein.

c. Underlying Intent and Scope. It is the intent of this License that the Town shall incur no cost or expense attributable to or arising from the establishment, maintenance, or operation of the Private Activities authorized by this License and that, in all instances, the risk of loss, liability, obligation, damages, and claims associated with the Private Activities shall be borne by the Licensee. This License does not confer upon the Licensee any other right, permit, license, approval, or consent other than that expressly provided for herein and this License shall not be construed to waive, modify, amend, or alter the application of any other federal, state, or local laws, including laws governing zoning, land use, property maintenance, or nuisance.

d. No Third Party Beneficiaries. Nothing contained in this License is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party. Absolutely no third-party beneficiaries are intended by this License. Any third party receiving a benefit from this License is an incidental and unintended beneficiary only.

e. Governing Law, Venue, And Enforcement. This License shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this License shall be in the appropriate court for Routt County, Colorado.

f. No Waiver of Immunity. Nothing in this License is intended to waive any protection afforded to the Town by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. or any other applicable law providing immunity to the Town, its officials, officers, agents, and employees.

This License is Granted by the Town, and the terms hereof are agreed to by the Licensee, this _____ day of _____, 2025.

TOWN OF HAYDEN, a Colorado Home Rule
Municipal Corporation

Ryan Banks, Mayor

ATTEST:

Barbara Binetti, Town Clerk

LICENSEE:

By: _____

Print Name: _____

Position/Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

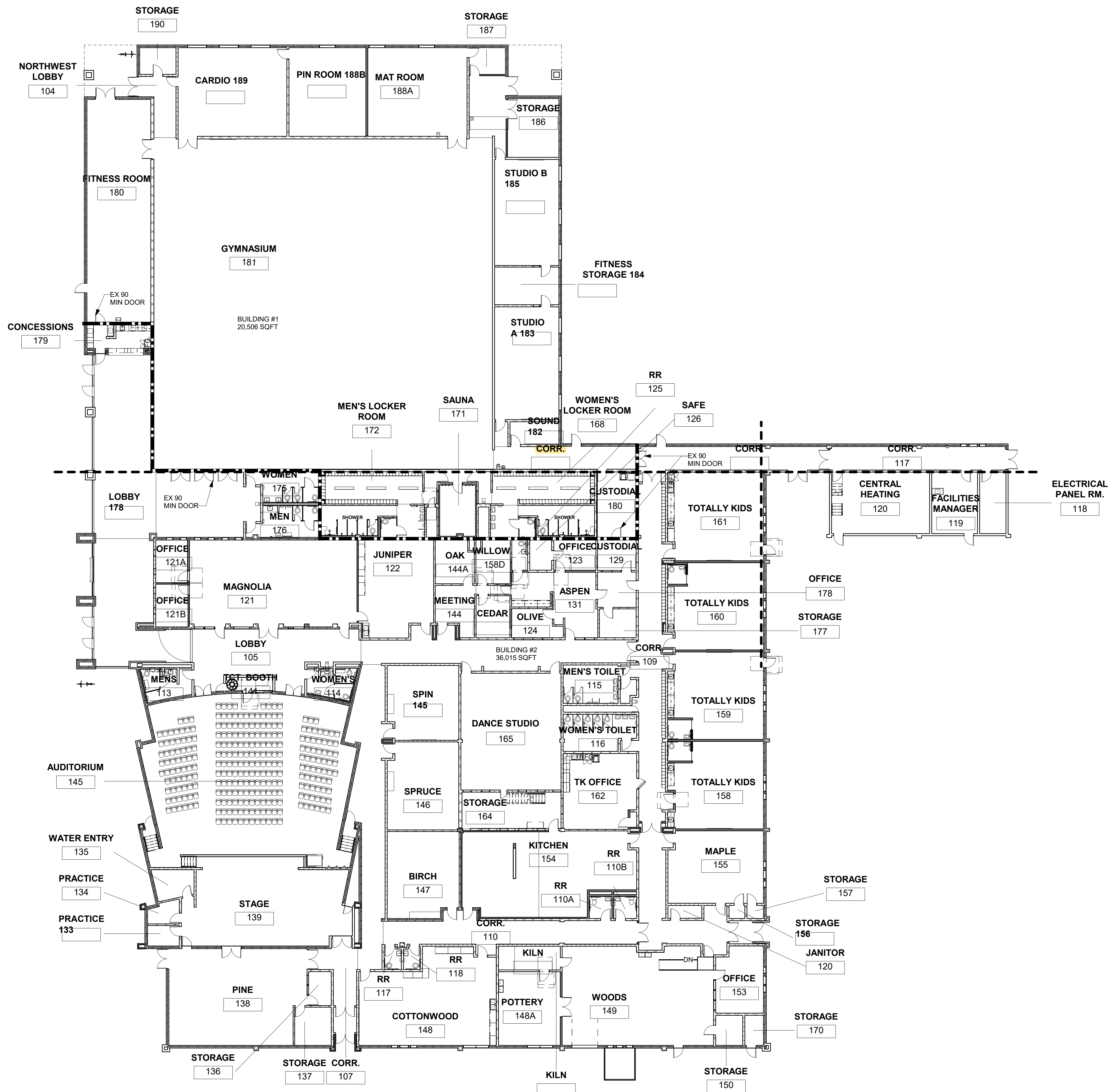
The foregoing instrument was acknowledged before me this _____ day of _____,
2014, by _____ as _____ of
_____.

WITNESS my hand and official seal.

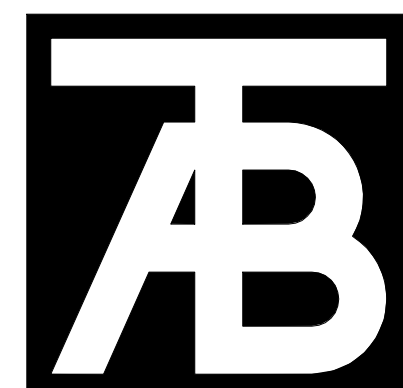
My commission expires: _____

Notary Public

Exhibit A



1 LEVEL 1 - ROOM SIGNAGE PLAN
 1/16" = 1'-0"



TAB Associates
 The Architectural Balance
 0050 Edwards Village Blvd.
 Suite 210
 Edwards, CO 81432
 (970) 766-1470
 fax: (970) 766-4471
 email: tab@tab.net
 www.tabassociates.com
 Civil Engineer
 ALPINE ENG INC
 (970) 926-3373
 Mechanical Engineer
 KL&A
 (210) 612-0477
 Electrical Engineer
 BG BUILDING WORKS
 (970) 221-5691
 Electrical Engineer
 BG BUILDING WORKS
 (970) 221-5691

Seal

Hayden Community Center
495 W Jefferson Ave
 Hayden, CO

Revisions:		
No	Description	Date

Issue Dates:
 SDs - 07/13/20
 DDs - 02/12/21
 CDs - 04/27/21

Sheet Title:
Room Signage Plan

Project No:
 202014

Sheet No:
A9.1

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Exhibit B

Facility Hayden Center Rates

All fees subject to change without notice

Room Name	Amount	Description
Auditorium*	\$131/\$788	Per hour/daily rate
Gymnasium (half gym/whole gym)	\$63/\$105	Per hour/daily rate
Gymnasium Event**		Per hour/daily rate
Concession Stand (In lobby)	\$12/\$158	Per hour/daily rate
Kitchen*	\$53/\$315	Per hour/daily rate
Magnolia Room	\$53/\$315	Per hour/daily rate
Pine Room	\$53/\$315	Per hour/daily rate
Cottonwood Conference Room	\$53/\$315	Per hour/daily rate
Art Studio*	\$79/\$473	Per hour/daily rate
Birch Room	\$47/\$284	Per hour/daily rate
Cedar Room	\$26/\$158	Per hour/daily rate
Oak Room	\$37/\$105	Per hour/daily rate
Willow Room	\$37/\$221	Per hour/daily rate
Aspen Room	\$37/\$221	Per hour/daily rate
Olive Room	\$37/\$221	Per hour/daily rate
Maple Room	\$47/\$284	Per hour/daily rate
Dance Studio*	\$53/\$315	Per hour/daily rate
Yampa River Room	\$47/\$284	Per hour/daily rate
Fitness Room A	\$37/\$221	Per hour/daily rate
Fitness Room B	\$37/\$221	Per hour/daily rate
Mat Room	\$37/\$221	Per hour/daily rate
Staffing, Set Up and Clean Up (regular Center hours)	\$26	Minimum 2 Hours
Staffing, Set Up and Clean Up (after regular Center hours)	\$42	Minimum 2 Hours

Facility Community Center Rates

All fees subject to change without notice

Room Name	Cost per Day
Auditorium*	\$788
Gymnasium (half gym/whole gym)	\$378/\$630
Gymnasium Event**	
Concession Stand (In lobby)	\$158
Kitchen*	\$315
Magnolia Room	\$315
Pine Room	\$315
Cottonwood Conference Room	\$315
Art Studio*	\$474
Birch Room	\$284
Cedar Room	\$158
Oak Room	\$105
Willow Room	\$221

Aspen Room	\$221
Olive Room	\$221
Maple Room	\$284
Dance Studio*	\$315
Yampa River Room	\$284
Fitness Room A	\$221
Fitness Room B	\$221
Mat Room	\$221
Staffing, Set Up and Clean Up (regular Center hours)	
Staffing, Set Up and Clean Up (after regular Center hours)	

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

WHEREAS, the Town of Hayden, Colorado (the "Town") is a home rule municipality duly organized and existing under Article XX of the Colorado Constitution and the Town of Hayden Home Rule Charter (the "Charter"); and,

WHEREAS, the Town is authorized by Section 31-15-101(d), Colorado Revised Statutes, as amended ("C.R.S."), to acquire, hold, lease and dispose of real and personal property; and

WHEREAS, the Town is authorized by Section 31-15-801, C.R.S., to enter into long-term rental or leasehold agreements in order to provide necessary land, buildings, equipment and other property for governmental or proprietary purposes; and,

WHEREAS, the Town Council of the Town (the "Council") has determined that it is in the best interests of the Town and its residents that the Town undertake the lease-purchase financing of equipment for use by the Town for governmental or proprietary purposes; and

WHEREAS, the Town wishes to obtain lease-purchase financing (the "Financing") of certain equipment, to be acquired (the "Equipment"), including one vehicle and any related equipment for sanitary sewer and other purposes; and

WHEREAS, as a result of discussions with Town officials, Zions Bancorporation, N.A. (the "Bank") has presented a proposal to the Council to assist the Town in completing the Financing; and

WHEREAS, there has been presented to the Town and made available to the Council in connection herewith a proposed form of Equipment Lease Purchase Agreement (the "Lease"), to be entered into by and between the Bank, as lessor, and the Town, as lessee; and

WHEREAS, at this meeting the Council designated, authorized and directed the Mayor of the Town or the Town Manager (the "Town Representatives") to be the appropriate representative of the Town to determine the final terms and provisions of the agreements and documents relating to the Financing; and

WHEREAS, in connection with the acquisition of specific items of equipment by the Bank for the Town's use, one or more Leases may be executed by and between the Bank and the Town in accordance with the parameters set forth in this Ordinance (the "Ordinance").

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HAYDEN, COLORADO:

Section 1. *Ratification of Actions.* All action heretofore taken, not inconsistent with the provisions of this Ordinance, by the Council or the officers of the Town, directed toward the acquisition of the Equipment and the preparation of the form of the Lease are hereby ratified, approved and confirmed.

Section 2. *The Equipment.* The Town is hereby authorized to obtain lease-purchase financing through one or more lease-purchase agreements with the Bank for one (1) vehicle and other equipment for use by the Town, including all equipment, software, warranties, and service contracts accessory thereto and/or associated therewith.

Section 3. *Maximum Principal Amount; Interest Rate; Term.* The principal amount to be financed shall not exceed Six Hundred Thousand Dollars (\$600,000.00), the interest component of rental payments to be made by the Town shall accrue at a rate not to exceed six percent (6.00%), and the term of any Lease hereunder shall not exceed ninety (90) months. Rental payments may be made annually, semi-annually, or at any other convenient interval as determined by the Town Representatives.

Section 4. *Findings; Authorizations.* The Council hereby finds and determines, pursuant to the laws of the State of Colorado, that the acquisition of the Equipment is necessary, convenient, and in furtherance of the governmental purposes of the Town and in the best interests of the Town and its residents; and the Council hereby authorizes the acquisition of the Equipment by means of lease-purchase financing. The Town hereby elects to apply all of the provisions of the Supplemental Public Securities Act, Part 2 of Article 57, Title 11, C.R.S. (the "Supplemental Securities Act"), to the extent applicable and not inconsistent herewith, to the Lease.

Section 5. *Agency Relationship.* Pursuant to the Lease, the Town shall act as the agent of the Bank solely for the purpose of acquiring the Equipment. The Town will do all things necessary to effect the acquisition of the Equipment free and clear of any encumbrances and subject the same to any security interests as may be contemplated under the Lease.

Section 6. *Approval and Execution of Documents; Authorized Officers.* The Lease, in substantially the form presented to the Town and made available to the Council prior to the adoption of this Ordinance, is in all respects approved, authorized and confirmed. The Town Manager is hereby authorized and directed to execute and deliver, and the Town Clerk is hereby authorized and directed to affix the seal of the Town to, and attest, the Lease hereunder in substantially the form presented to the Town and made available to the Council prior to the adoption of this Ordinance, with such changes as are not inconsistent with the intent of this Ordinance and as approved by the general counsel to the Town (the "Town Attorney") or Kutak Rock LLP, as bond counsel to the Town (the "Bond Counsel"). The Town Representatives shall cause all title to, or other indicia of ownership of, the Equipment to be issued in the Bank's name. Prior to the execution of the Lease, the final form thereof, the description and price of the Equipment subject to the Lease and the schedule of rental payments allocated to the Equipment under the Lease shall be approved by a certificate executed by the Town Manager or any Town Representative (the "Final Terms Certificate").

Section 7. *Additional Documents.* The Town Clerk is hereby authorized and directed to attest all signatures and acts of any official of the Town in connection with the matters authorized by this Ordinance. The Town Representatives are hereby authorized to execute and deliver for and on behalf of the Town any and all additional certificates, documents and other papers and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized by this Ordinance.

Section 8. *No General Obligation or Other Indebtedness.* The obligation of the Town to make rental payments under the Lease is subject to annual appropriation by the Council and constitutes an undertaking of the Town to make current expenditures. Such payments are subject to termination and nonrenewal by the Town in accordance with the provisions of the Lease. No provision of this Ordinance or any Lease hereunder shall be construed as constituting or giving rise to a general obligation or other indebtedness or multiple fiscal year financial obligation of the Town within the meaning of any home rule, constitutional or statutory debt limitation nor a mandatory charge or requirement against the Town in any ensuing fiscal year beyond the current fiscal year.

Section 9. *Expression of Need.* The Town hereby declares its current need for the Equipment. It is hereby declared to be the present intention and expectation of the Council that the Lease will be renewed annually until title to all of the Equipment is acquired by the Town pursuant to the Lease; but this declaration shall not be construed as contractually obligating or otherwise binding the Town.

Section 10. *Reasonable Rentals.* The Council hereby determines and declares that, after execution and delivery of the Lease, the rental payments due thereunder, so long as they are within the limits provided in this Ordinance, will represent the fair value of the use of the Equipment and the purchase price, as defined therein, will represent, as of any date upon which the Town may exercise its option to purchase such Equipment, the fair purchase price of such Equipment. The Council further hereby determines and declares that, after the execution and delivery of the Lease, the rental payments due thereunder will not exceed a reasonable amount so as to place the Town under an economic or practical compulsion to renew the Lease or to exercise its option to purchase the Equipment pursuant to the Lease. In making such determinations, the Council has given consideration to the cost of acquiring the Equipment, the uses and purposes for which the Equipment will be employed by the Town, the benefit to the residents of the Town by reason of the acquisition and use of the Equipment pursuant to the terms and provisions of each Lease, the Town's option to purchase the Equipment, and the expected eventual vesting of title to, or other indicia of ownership of, the Equipment in the Town. The Council hereby determines and declares that, after execution and delivery of the Lease, the maximum duration of the portion of the Lease allocable to any item of Equipment separately identified in the payment schedule appended thereto will not exceed the weighted average useful life of such item of Equipment.

Section 11. *Confirmation of Prior Acts.* All prior acts and doings of the officials, agents and employees of the Town which are in conformity with the purpose and intent of this Ordinance and in furtherance of the purchase of the Equipment are in all respects ratified, approved and confirmed.

Section 12. *Severability.* The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 13. *Repealer.* All acts, orders, resolutions, ordinances, or parts thereof, in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

Section 14. *Emergency Declaration; Effectiveness.* It is hereby found and determined by the Council that there is a need to acquire the particular vehicle as soon as possible to ensure proper operation and maintenance of the Town's existing sanitary sewer system and that the current favorable interest rates offered by the Bank have been locked and are only guaranteed to be available for a limited time. As a result of the foregoing, the Council hereby declares that an emergency exists, and that this Ordinance is necessary to the immediate preservation of the public health and safety, all in accordance with Section 31-16-105, C.R.S. and the Home-Rule Charter of the Town, and that this Ordinance shall be in full force and effect immediately upon adoption by the Council.

[Remainder of page intentionally left blank]

ADOPTED, PASSED, APPROVED, AND ORDERED PUBLISHED PURSUANT TO SECTION 3-7 OF THE HAYDEN HOME RULE CHARTER, BY THE TOWN COUNCIL OF THE TOWN OF HAYDEN, COLORADO, UPON A MOTION DULY MADE, SECONDED AND PASSED AT ITS REGULAR MEETING HELD AT THE TOWN OF HAYDEN, ON THE 6th DAY OF MARCH, 2025.

Ryan Banks, Mayor

Barbara Binetti, Town Clerk