

# AMMENDED AGENDA HAYDEN TOWN COUNCIL MEETING HAYDEN TOWN HALL – 178 WEST JEFFERSON AVENUE THURSDAY, APRIL 17, 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=RVk4Q3dHSERQWitwUlhuNENsOWw4UT09

Meeting ID: 845 9859 7603
Passcode: 964476
One tap mobile
+16699009128,,84598597603#,,,,\*964476# US (San Jose)
+12532158782,,84598597603#,,,,\*964476# US (Tacoma)

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

#### REGULAR MEETING - 6:00 P.M.

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

#### STUDY SESSION - JUDGE COLETTE ERICKSON WITH HAYDEN MUNICIPLE COURT DISCUSSION ON COLLECTIONS PAGE 3

#### A. 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.

#### B. PROCLAMATIONS/PRESENTATIONS –

A. Proclamation Recognizing April 2025, as Child Abuse Prevention Month / Month of the Young Child in Hayden, Colorado

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- B. Proclamation Recognizing April, 2025, as The Month of Autism Acceptance Month in Hayden, Colorado
- D. Proclamation Recognizing April 25, 2025, as Arbor Day

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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.

#### C. 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 April 3, 2025
 B. Consideration to approve payments dated April 11, 2025 in the amount of \$187,771.45
 C. Consideration to appoint Daniel Buri to the Hayden Economic Development Commission
 Page 62
 Page 67

#### D. OLD BUSINESS

- A. Public Hearing: 2nd Reading of the Draft RTA IGA Regarding the formation of a Regional Transportation Authority pursuant to the Regional Transportation Authority Law.

  Page 75
- B. Consideration to approve and authorization for the Town Manager to sign a Letter of Interest to participate in the CHFA Small Scale Development Pilot Program. Page 78

Public Comment: Citizens are invited to speak to the Council on this item. All individuals who desire to speak during this public comment 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.

- E. NEW BUSINESS
- F. PULLED CONSENT ITEMS
- G. STAFF AND COUNCILMEMBER REPORTS AND UPDATES (CONTINUED, IF NECESSARY)
- H. EXECUTIVE SESSION
- I. ADJOURNMENT

Collection
Agency
Comparison and
Recommendation

11/30/2022

Prepared by Michelle Tovar

Deputy Town Clerk

### **Coast Professional, Inc.**

Coast Professional Inc. has been in business since 1976.

### What they stand for:

Their Mission is to preserve the integrity and reputation of the institutions they serve throughout the collection process. They increase their clients' profitability by helping consumers address their obligations while enhancing their future financial opportunities.

They are dedicated to delivering **superior customer service** to both their clients and their consumers and maintaining their status as education and government receivables experts.

While interviewing them, what stood out was that they said they were ethical and fair and show respect.



### **Coast Professional, Inc.**

### Highlights

- ➤ They started with helping University and College Students
- > They began collections for municipalities in 2021
- > They can collect from all 50 states
- > They follow FISMA Compliance
  - FISMA: it is a government framework to protect government information, operations, and assets against threats.
- > They charge the person they are collecting 18%
  - For example: if they owe us \$100, they will be charged \$118. We will get our \$100, and the agency will get \$18.
  - They get their 18% no matter if it is full payment or not.
- > They provide on-boarding
- > They can provide us with reports.



## **Integral Recoveries**

28 years in business

### What they stand for:

They have a mission to resolve past-due accounts by utilizing state-of-the-art information gathering, effective negotiations, and persistence. They take a strategic approach to debt recovery. Each account is researched thoroughly by experienced professionals in order to take the most effective course of action.



## **Integral Recoveries**

### Highlights

- ➤ They serve 160 Municipalities
- > They began collections for municipalities 28 years ago
- > They can collect from all 50 states
- > They charge the person they are collecting 25%
  - For example: if they owe us \$100, they will be charged \$125. We will get our \$100, and the agency will get \$25.
  - They get their 25% not matter if it is full payment or not.
- > They provide on-boarding
- > They can provide us with reports.



## Recommendation

### **Coast to Coast**

- > They were not pushy in the interview
- > They listened to what our court was transitioning to
- > They were respectful and showed that they wanted to establish a working relationship with us
- > They stated that they do things ethically, fairly, and respectfully
- > From what I heard and read, they follow our Mission and Values Statement
- > They charge 18%
- I was able to access their website with no problems
- ➤ They follow security protocols

Municipalities in Colorado that use Coast to Coast Note: Breckenridge, Silverthorne, and Woodland Park have many tourists, and they are using Coast to Coast to collect for them. This would be helpful for our parking with the truck stop. We don't always get the money that they

- Breckenridge
- Broomfield
- > Brush

were fined for.

- Castle Pines
- Columbine Valley
- > Erie

- Federal Heights
- > Firestone
- > Fort Morgan
- > Lafayette
- Mt. Crested Butte
- > Nunn
- Palmer Lake

- > Pierce
- > Platteville
- Severance
- > Silverthorne
- ➤ Woodland Park

#### The reason I do not recommend Integral

- o They charge 25%
- They were more interested in selling their services than building a working relationship
- o I perceived them as pushy
- Their mission does not seem to reflect our Mission and Values, nor in any part of the conversation did they hit on those.









## Who We Are



Coast Professional has offices in 6 states returning over \$825,000 every business hour to our clients (5 offices and 8 satellite offices)

- Providing 45 years of compassionate and compliant collections
- \$20.4B in charged off assets in our custodial care
- Our collection services encompass federal, state and local government clients
- Licensed in all 50 States
- One of the only agencies in the market that is FISMA Compliant
- Top collector for the Federal Government, and recently awarded the IRS contract

### One of the fastest growing Turnkey Debt Recovery Companies in the country.

• With Coast as a partner, your Court will be getting the top performing collector of government debt in the country. We bring unmatched resources, FISMA Compliance, the ability to collect in all 50 States, and an unwavering commitment to perform business ethically with your constituents in mind.

## **National Presence**

Coast has offices in six (6) states, returning over \$825,000 every business hour to our clients (five (5) offices and eight (8) satellite offices)



## Data Protection is Important

As a Top Performer for the U.S. Government, Coast must maintain standards much higher than other firms in our industry. We comply with all applicable federal and state regulations governing debt collection, and data protection including but not limited to, the following:

- Fair Debt Collection Practices Act (FDCPA)
- Fair Credit Reporting Act (FCRA)
- Florida Consumer Collection Practices Act
- Gramm Leach Bliley Act (GLBA)
- Identity Theft Prevention Program / Red Flag Rules
- Fair and Accurate Credit Transactions Act (FACTA)
- Telephone Consumer Protection Act (TCPA)

## How We Do It

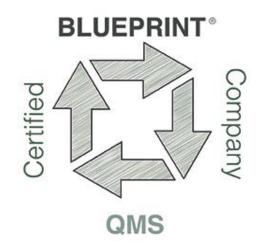
Technology-Enabled Solutions With The Highest Standards In Data Protection & Security



- Recent Authority to Operate (ATO) in 2021 representing adherence to Federal Information Security Management Act (FISMA) / NIST 800-53 rev 4
- Custom version of ArtivaRM from Ontario Systems, LLC.
- Secure interaction and management of third-party vendors
- Proprietary skip tracing process using an automated waterfall strategy combined with manual account review
- Scrub for SCRA, incarceration, bankruptcy, and death
- Client data segmentation at placement
- Robust library of reporting options and predictive analytics

## **Blueprint Management**

- Coast is a Blueprint Certified Company (previously Professional Practices Management System [PPMS])
- Certified annually by ACA International
- Demonstrates Coast's commitment to compliance excellence
- Requires industry-specific business practices and procedures through rigorous application and audit process
- Coast developed policy and procedure framework, system to track/trend potential compliance non-conformities, and a process to review, track, and manage the company's vast library of policies.
- Coast is one of the VERY FEW agencies to receive and maintain certification



## **Technology Capabilities**

Coast's Information Security infrastructure is designed to protect client and Coast data throughout our services. This is accomplished through:

- Remote Virtual Private Network (VPN) access
- Network route control and firewalls
- Intrusion detection and intrusion monitoring systems enhanced through a log event monitoring system
- Data loss protection practices and technology
- Multifactor authentication (MFA) and role based Lightweight Directory
   Access Protocol (LDAP) to connect to our active directory
- Email gateway filtering and monitoring using a FedRAMP tenant
- Web content filter
- Thorough physical security controls with locked and controlled access

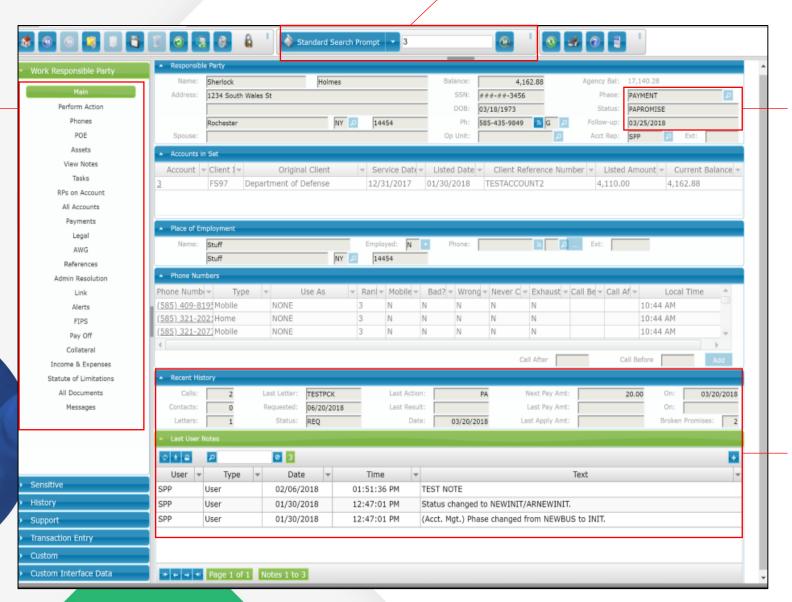


## **Collection System**

Detailed Search Functionality

Main Dashboard

(Client View)



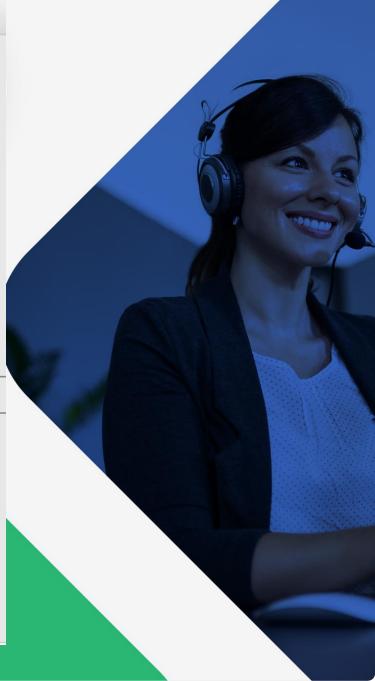
Account Status

Account History and Notes



## Example Search Criteria

- Phone Number
- Client Reference Number
- Driver's License
- Batch Accounts
- City and Street
- Timed Call Backs
- Converted Account Number
- Interface Account Number
- **IVR Line**
- Medical Record Number
- Name
- Relationship Number
- Standard Search Prompt
- SSN or EIN
- Zip Code
- Client ID



# Portfolio Health Report

## COAST

#### PLACEMENT ANALYSIS REPORT - 5/1/2019 SAMPLE CLIENT - TEST1

	GROSS	PLACEMENT	INVALI	D PLACEMENT	NET	PLACEMENT	COLLECT	TIONS	ACCOUNT	ACTIVATIONS	PIF/SIF	CLOS	SE & RETURN	OPEN	ACCOUNTS
AGING PERIOD	NO.	AMOUNT	NO.	AMOUNT	NO.	AMOUNT	AMOUNT	PERCENT	NO.	PERCENT	NO.	NO.	AMOUNT	NO.	AMOUNT
49-60 MONTHS	4	\$5,623.55	0	\$0.00	4	\$5,623.55	\$1,052.60	18.72%	1	25.00%	0	3	\$4,591.36	0	\$0.00
37-48 MONTHS	4	\$11,919.78	0	\$0.00	4	\$11,919.78	\$0.00	0.00%	0	0.00%	0	4	\$11,776.78	0	\$0.00
25-36 MONTHS	4	\$14,091.14	0	\$0.00	4	\$14,091.14	\$12,157.99	86.28%	3	75.00%	2	2	\$2,045.94	0	\$0.00
13-24 MONTHS May 2017 June 2017 July 2017 August 2017 September 2017 October 2017 November 2017	8	\$30,788.54	0	\$0.00	8	\$30,788.54	\$9,090.26	29.52%	3	37.50%	3	5	\$21,257.34	0	\$0.00
December 2017 December 2017 January 2018 February 2018															
March 2018	4	\$17,913.92	0	\$0.00	4	\$17,913.92	\$2,674.30	14.93%	1	25.00%	1	3	\$14,754.90	0	\$0.00
April 2018	4	\$12,874.62	0	\$0.00	4	\$12,874.62	\$6,415.96	49.83%	2	50.00%	2	2	\$6,502.44	0	\$0.00
1-12 MONTHS	20	\$46,359.27	1	\$1,583.75	19	\$44,775.52	\$1,725.00	3.85%	2	10.53%	2	0	\$0.00	17	\$43,956.42
May 2018	1	\$858.64	0	\$0.00	1	\$858.64	\$867.28	101.01%	1	100.00%	1	0	\$0.00	0	\$0.00
June 2018 July 2018 August 2018	4	\$13,760.69	0	\$0.00	4	\$13,760.69	\$0.00	0.00%	0	0.00%	0	0	\$0.00	4	\$14,330.88
September 2018 October 2018 November 2018	3	\$6,624.31	1	\$1,583.75	2	\$5,040.56	\$0.00	0.00%	0	0.00%	0	0	\$0.00	2	\$5,185.78
December 2018 January 2019	4	\$10,528.81	0	\$0.00	4	\$10,528.81	\$0.00	0.00%	0	0.00%	0	0	\$0.00	4	\$10,706.91
February 2019	4	\$6,544.02	0	\$0.00	4	\$6,544.02	\$857.72	13,11%	1	25.00%	1	0	\$0.00	3	\$5,645.02
March 2019 April 2019	4	\$8,042.80	0	\$0.00	4	\$8,042.80	\$0.00	0.00%	0	0.00%	0	0	\$0.00	4	\$8,087.83
TOTALS	40	\$108,782.28	1	\$1,583.75	39	\$107,198.53	\$24,025.85	22.41%	9	23.08%	7	14	\$39,671.42	17	\$43,956.42

\*COLLECTION COSTS ARE NOT INCLUDED IN ANY DOLLAR AMOUNT\*



## Leading by Example

## **How Good Are We?**

- #1 Collector for the Federal Government
- Returned nearly \$700 million in funds to the Department of Education
- Managed 300+ subcontractor staff
- 15.5 million phone interactions per year
- 700,000 pieces of correspondence processed
- Coast returns over \$825,000 every business hour to our clients









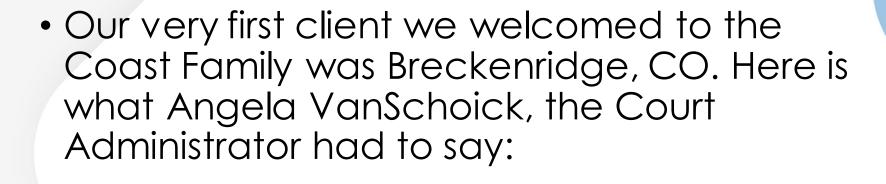
### **Awards**

- BBB Torch Award for Business Ethics
- Inc. 5000 (x 7)
- 2021 Training 100
- Top Workplaces in Rochester (x3)
- Best Places to Work in Collections (x5)





## **Testimonial**



"In the first 3 months of using Coast, we have received more payments and more information about our past-due accounts than we had in 3 years with our previous collection agency. They go above and beyond with their communications, make it very easy to submit information, and constantly verify what is submitted. I highly recommend their services to anyone looking for a collection agency."

## Our Capabilities Checklist

		Coast Professional	Vendor A	Vendor B	Vendor C
Experience	Government Accounts Higher Education Call Center / BPO, Court & Municipal	$\overline{\mathbf{A}}$			
Effectiveness	Top Collector for the Federal Government Track record of compassion for constituents	$\checkmark$			
Scale	Inc. 5000 list seven times 15.5 million calls handled annually	$\overline{\mathbf{A}}$			
Compliance	Licensed to collect in in all 50 states Voice Analytics Blueprint Management Certified	$\overline{\checkmark}$			
Security	FISMA Compliant	~			

Do your current agencies pass the test?

## **Contact Coast**

For more information about what Coast can customize for your organization, please call or email **Brandon Haas**, Director of Business Development.









## **Town of Berthoud CO Municipal Court Proposal**

### **Debt Collection Services**

November 29, 2022

Presented to: Town of Berthoud Colorado Municipal Court

Michelle J. Tovar – Deputy Town Clerk / Court Clerk

807 Mountain Ave. Berthoud, CO 80513

Prepared by:

Lorenzo Urrutia

Regional Sales Director Integral Recoveries, Inc. 333 W. Hampden, Suite 650 Englewood, CO 80110 Direct: 303-317-8430

Email: lorenzo@integralrecoveries.com

www.integralrecoveries.com

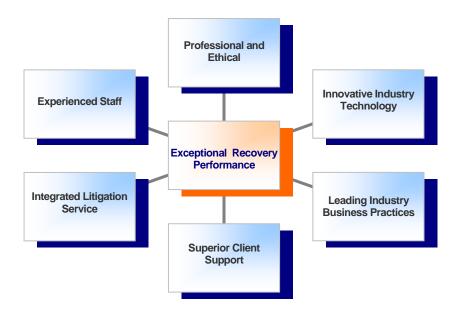
Integral Recoveries, Inc. – Providing Effective Receivable Solutions Professionally and Ethically since 1995

## **Purpose**

The purpose of this report is to provide detailed company information on Integral Recoveries, Inc., and a proposal for collection services to Municipal Courts in the interest of providing a solution to your delinquent account recovery needs.

Integral Recoveries is a Colorado corporation headquartered in Englewood.

#### **Integral Recoveries Business Model**



Integral blends these key areas to provide exceptional recovery performance and client service with a recovery program designed specifically for your organization, maximizing liquidations on bad debt placements.

### **Opportunities**

Integral Recoveries has been providing effective receivable solutions since 1995. We offer a competitive and simple contingency pricing agreement.

**Contingency Placements:** Our contingency rates are competitive with industry standards and our rate of return is exceptional. Using Integral Recoveries' resources to resolve delinquent debts can help you substantially increase netback revenue and avoid the significant overhead and infrastructure requirements associated with managing debt. In the below proposed structure, with an add-on collection fee, typically allowable by established ordinance or statute, our collection services are essentially without charge to the Court.

The collection fee that will be added to the existing fines and court costs will be retained by Integral Recoveries, Inc. for its services. As discussed, we propose a collection fee of 25% of the outstanding balance. When added to the existing fees, fines, and costs, this will result in a 20% contingency fee on funds collected for Integral Recoveries. This rate is currently in use by the State of Colorado Judicial Department as well as the many Municipal Courts in Colorado we provide recovery services to. With the addition of the collection fee, which is added when the Court deems the account delinquent, the defendant will incur the cost of collections as a direct result of non-payment. When a defendant pays in full, the City, will, in turn, be entitled to the full balance of its' fines and court costs before the addition of collection fees.

#### Included in this Program:

- Trained, professional staff available to manage incoming inquiries, requests, and/or payments by local or toll-free telephone numbers both during normal business hours and nights and weekends that may be convenient for defendants.
- Trained, professional staff generating outbound calls, when appropriate, to facilitate payment, respond to inquiries or requests, negotiate best possible arrangements based on individual situations. Specific autodialed campaigns will be generated for this project in addition to manual phone attempts.
- Letter series including initial demand, payment reminder letters, broken
  promise letters, postdated check reminder letters, and others appropriate
  for individual account situations. Notices can advise defendants that they
  are not able to pay via check depending on the Court's policies.
- Skiptracing efforts outlined herein utilizing industry best products for location and asset searches.

- All phone and notice efforts can direct defendants to pay the Court directly, eliminating delay in payment remittance and problems in warrant releases.
- Convenient account placement options including online at <u>www.integralrecoveries.com</u> "Client Access" capability, fax, Excel spreadsheet, many compatible electronic files, secure FTP transmission, emailed text files or client internal forms.
- Recurring reports including:
  - Acknowledgment Reports This will confirm that we received the placement(s) and have begun debt recovery efforts. It is sent weekly whenever placements are received. Case numbers are included for reference purposes.
  - Status Reports are sent monthly, providing current information on each account actively placed with Integral Recoveries with a clearly defined activity log and legend, case reference number, status, original and current amount due, among other information.
  - Invoice is sent on or about the 15<sup>th</sup> of each month when transactions warrant. These will include all financial transactions by each individual account for the previous calendar month, outlining amounts received on placed accounts that are reported by the Court, identify the collection fees received, and calculate the remittance amount due to Integral Recoveries, Inc.

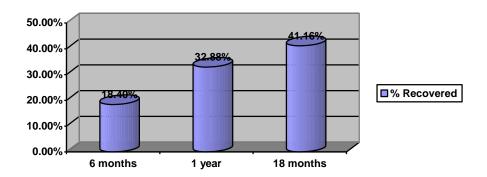
### **Historic Collection Rates**

Integral provides its clients with recovery performance that is well in excess of industry averages. We are proud to provide services to more than 90 Courts in the State of Colorado. Below is a chart of a sample of our collection success rates, specifically for Colorado Municipal Courts.

Court	<b>Placements</b>	Collections	% of Recovery
Α	\$3,742,911	\$1,831,474	48.90%
В	\$4,510,268	\$2,866,780	63.60%
С	\$1,383,908	\$829,819	60.00%
D	\$2,173,601	\$1,126,081	51.80%
Totals	\$11,810,688	\$6,654,154	56.08%

Table: Most recent data for delinquencies placed with Integral (primary placements) from Municipal Court clients that have been active for more than 365 days.

#### Recovery Success Rates, Government Services-Municipal Courts



Integral can provide an exceptional rate of return at a great value for the Court. Our efforts will provide the Court with substantial revenue gains on accounts placed up to 6 years delinquent.

## Section

## **Company Overview**

Integral Recoveries, Inc. is a licensed and bonded corporation founded in 1995 for the purpose of providing third-party debt collection and litigation services. We have established ourselves as a leader in accounts receivable services.

#### **Mission**

Our mission is to resolve past due accounts utilizing state of the art information gathering, effective negotiations, and persistence. We take a strategic approach to debt recovery. Each account is researched thoroughly by experienced professionals in order to take the most effective course of action.

#### Client Base

Integral Recoveries, Inc. is proud to have contracted for collection support services with multiple Court entities throughout since the inception of a very similar project through the Colorado Judicial Department in 1998. These services include the recovery of County and District Court fees, fines, civil awards, and restitution, including Juvenile cases. The Colorado Judicial Department is the branch of the state government which is charged by the State Constitution with the administration of all judicial functions of the state government.

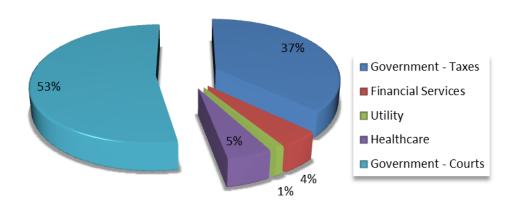
Although we began with just one County Court at the inception of this project, our superior performance, professionalism, and client support has resulted in Integral Recoveries, Inc. contracting with the majority of Counties and Districts throughout the state. We have helped Courts in Colorado recover over \$69 million dollars to date.

We have played an integral role in the success of this project, which has resulted in significant revenue advantages for the state and its courts. Our work with these courts has led us to branch out our services to include several Municipal Courts as well, such as the cities of Littleton, Thornton, Louisville, Westminster, Northglenn, Firestone, Castle Rock, Lakewood, Superior, Centennial, Arvada, Morrison, Denver, Federal Heights, and Boulder.

We are also currently contracted by the Colorado Department of Revenue for a personal and commercial tax collection project we have been working since August of 2004. We currently compete against two other agencies for this project and have consistently outperformed them.

Integral Recoveries, Inc. has been providing collection services since 1995 and our Key Personnel have significant experience managing Government collection projects. Approximately 90% of our major clients are Government entities. Our experience with similar projects will present a great benefit to those Courts that select Integral Recoveries, Inc. as their contractor.

### **Integral Recoveries Client Breakdown**



#### **Accounts Placed by Type of Debt**

Business Type	Placement Days	Number of Accounts Placed
Government Services - Taxes	365	328,282
Government Services – Court	365	665,809

Please see below a list of Government entities that we provide collection services for:

- Colorado Department of Revenue
- Colorado Judicial Department
- Denver County Court
- Littleton Municipal Court
- Arvada Municipal Court
- Centennial Municipal Court
- Morrison Municipal Court
- Lakewood Municipal Court
- Thornton Municipal Court
- Northglenn Municipal Court
- Boulder Municipal CourtFederal Heights Municipal Court
- Louisville Municipal Court
- Castle Rock Municipal Court
- Superior Municipal Court

- Firestone Municipal Court
- Arapahoe Courts
- Larimer Courts
- Jefferson Courts
- Douglas Courts
- Adams Courts
- Denver Courts
- El Paso Courts
- Pueblo Courts
- Boulder Courts
- Rio Grande Courts
- Las Animas Courts
- Bent Courts
- Garfield Courts
- Mesa Courts
- Prowers Courts
- Baca Courts
- Logan Courts
- Otero Courts
- Grand Courts
- Saguache Courts
- Conejos Courts
- Clear Creek Courts
- Washington Courts
- Moffat Courts
- Crowley Courts
- Alamosa Courts
- Summit Courts
- Morgan Courts
- Pitkin Courts
- Weld Courts
- Cheyenne Courts
- Lake Courts
- Montrose Courts
- Delta Courts
- Gunnison Courts
- San Miguel Courts
- 18th Judicial District Multidoor Court
- Ouray Courts
- Lincoln Courts
- Yuma Courts
- Teller Courts
- 4<sup>th</sup> Judicial District / Probation
- Gilpin Courts
- Costilla Courts
- Mineral Courts
- Sedgwick Courts
- Fremont Courts
- Rio Blanco Courts
- Montezuma Courts
- Dolores Courts

There are other Municipalities in Colorado that are in the process of establishing similar debt recovery projects with Integral Recoveries, Inc.

We have established ourselves as a leader in Government accounts receivable services. All of our clients receive a high level of service from Integral, but our Government Service clients comprise a large amount of both our account placements and revenues, making our relationships with them critical to us. Our performance and service levels reflect the continued dedication we have to our clients in this industry.

#### **Client References**

Integral Recoveries, Inc. has provided a superior level of service to our Court clients. They are a great reference for those Courts that are evaluating us. Please see below. More references are available upon request.

Thornton Municipal Court Contact: Diane Maes (720) 977-5420 9551 Civic Center Parkway Thornton, CO 80229 Denver County Court Contact: Terrie Langham (720) 865-7800 1437 Bannock Street Denver, CO 80202

Lakewood Municipal Court Contact: Rosalyn Sanchez (303) 987-7420 445 S Allison Pkwy Lakewood, CO 80226 Centennial Municipal Court Contact: Holly Watt (303) 754-3380 13133 E. Arapahoe Road Centennial, CO 80112

Additional references available on request.

#### Staff

At Integral, we require excellent performance and professionalism from our employees, and in return provide superior benefits and work atmosphere. Our turnover rate is well below the industry average.

The typical account representative at Integral has over 6 years of third-party collection experience – experience critical in providing you with professional representation and industry best performance.

We have a department that exclusively works Court debts, our Government Services-Court Recovery Division. When the Court assigns accounts, they can be assured that they are being managed by trained professionals with significant specialized experience in Court debt recovery. Our key personnel have a combined 65 years of experience in delinquent account recoveries. Below are short bios on our key personnel.

#### **Managing Principal - President**

**Terry Boe** – Terry will be a primary contact for data conversion and program implementation. A summary of Terry's qualifications is as follows:

B.A. Communications / Public Relations University of Northern Iowa. Sixteen years' experience in industry as Collector, Collection Supervisor, Collection Manager, and Marketing & Sales Manager. Experience as key project manager serving Colorado Judicial Department District, County and Juvenile Court Network, Colorado Department of Revenue and the Municipal Courts of Thornton, Boulder, Westminster, Federal Heights, Commerce City, Greeley, Denver, Littleton, Lakewood, Superior, Arvada, Centennial, Morrison, Castle Rock, and Northglenn.

Terry can be reached by telephone at 800-660-8450, 303-788-0477 or by e-mail at terry@integralrecoveries.com.

#### **Production Manager**

**Chris Landers -** Responsible for collection staff production, scheduling, and file maintenance among other day to day duties. Chris will be available for any personnel or status-related inquiries. A summary of Chris's qualifications is as follows:

Auburn University. Over 14 years of experience as a debt collector and manager, overseeing multiple Government Services collection projects.

Chris can be reached by telephone at 303-317-8440 or by e-mail at <a href="mailto:chris@integralrecoveries.com">chris@integralrecoveries.com</a>.

#### **Compliance Officer**

Jessica Reid - Is the Compliance Officer and has worked in the collection Industry for over 20 years. She recently started her 19<sup>th</sup> year with Integral Recoveries. At the start of her career, she was an entry level account representative but spent many years as a Department Supervisor before taking on the role of Compliance Supervisor, then becoming the Compliance Officer in 2016. Prior to coming to Integral, she was also in the collection industry for two years.

Jessica can be reached by telephone at 303-317-8434 or by email at jessi@integralrecoveries.com.

# **Training**

The latest innovations in equipment and technology are effective tools in our industry, and Integral Recoveries has embraced them. However, we feel that the most effective tool is a professionally trained account representative, with strong communication skills, specialized product knowledge, and solid work ethic. We invest significant time and financial resources to hire and train effective account representatives. By the time they are prepared to make recovery attempts, we are confident that they encompass the following characteristics:

- Professionalism they have been sufficiently trained and tested on FDCPA to represent both Integral Recoveries and the Court. The quality of their work has been monitored by our management staff and deemed up to our high standards. Their approach is one of resolution and is designed to maximize recovery without using tactics that can lead to complaints by treating defendants with dignity and respect at all times.
- Product Knowledge all employees will be trained to understand specific types of debts in their assigned departments placed for collection and provide rebuttals to their objections. They will have access at all times to experienced supervisors and managers to "talk-off" accounts when necessary.
- Logical Process / Location Tool Use employees follow a logical process always focused on recovering the debt in the shortest time possible. Asset investigation begins in the initial stage of the collection process, providing us with negotiation leverage.

All employees assigned to Court accounts will receive additional specialized training to provide them knowledge of the following:

- Schedule of fees, fines, and costs
- Court policies and procedures
- Violation descriptions
- Court contact information to direct defendants to pay
- Warrants

Our current training program is extensive. After training and testing our staff on their knowledge of the Fair Debt Collection Practices Act, we train and test them on our collection system. Floor supervisors and managers continually monitor collector calls for compliance and training purposes. Account notes are randomly reviewed for FDCPA compliance. All FDCPA complaint calls, written complaints or client notification of complaints are directed to managers for review and action, if necessary. Trainees are subject to intensive "hands on" training by our Collection Supervisors which covers policies and procedures and provides direction in their initial month of employment and beyond. Effective employees that provide consistent, quality effort are the result.

Our training process includes:

- FDCPA compliance, state and federal
- self study, self paced training material review
- individual testing
- one on one training
- Debt\$Net
- call simulations with Supervisor/Manager

 90-day development period consisting of call monitoring, Supervisor/Manager "talk off"

At Integral Recoveries, Inc., we require excellent performance and professionalism from our employees, and in return provide superior benefits and work atmosphere. Our turnover rate is well below the industry average. All employees are checked against Civil and Criminal databases prior to hire. They also undergo an interview process with a Managing Principal, Collection Manager, or both. Staff members have extensive knowledge and training of the Fair Debt Collection Practices Act. We pay the highest commission rate in the industry, treat our staff with great integrity, and provide benefits that are above and beyond the standard for our industry. We have bilingual members of staff to enhance our collection capability for non-English speaking defendants. Our ongoing training regimen results in quality collection performance as well as the most professional standards in the industry. Our staff includes multiple account representatives with State and Municipal Government Court debt collection experience.

Our employee handbook can is comprehensive and provided to all employees of Integral Recoveries, Inc. Areas addressed in handbook include the following:

#### EMPLOYEE RELATIONS

- Equal Opportunity Employer
- Harassment Policy
- Complaint Procedure
- Open Door Policy
- Personnel File Access and Confidentiality
- Health / Life Insurance Package
- 401K Retirement
- Promotions / Career Advancement
- Training and Assistance
- Workweeks / Schedule
- Breaks and Lunches
- Pay: Paychecks, Deductions, Raises

#### ON THE JOB

- Performance / Job Requirements and Evaluations
- Code of Conduct
- Conflicts of Interest
- Use of Company or Customer Property
- Relationships with Clients, Employees, Competitors
- Safety & Security
- Visitors
- Inspection of Company Facilities
- Personal Property
- Work Area
- Solicitation and Distribution of Literature
- Image / Dress Code
- Timekeeping

#### ABSENCES

- Comprehensive Time-Off Benefits (CTO)
- Flex Time
- Leaves of Absence
- Absenteeism

- Fair Debt Collection Practices Act
- CONFIDENTIALITY OF INFORMATION

# **Confidentiality**

In accordance with the Gramm Leach Bliley Act of 1999 and HIPAA, Integral's policy is to protect consumer and client information. We do not engage in information sharing with outside organizations. Confidentiality of all information will be respected, and no confidential information will be distributed or sold to any third party nor used by Integral Recoveries or its' employees in any way except as expressly authorized by the resulting contract.

Our internal processes, which include intensive training, solutions for disaster recovery, professional document shredding and secured storage both onsite and in offsite facilities ensure compliance.

Account documentation is stored in lockable file cabinets and accessed only in the course of business by assigned personnel. We also use an offsite storage facility where we store older documentation (over 1 year) which is accessible by managing principals. Payment information in paper format is shredded onsite. If stored in Debt\$Net software, critical payment information is hidden after entry.

We have contracted with Shred-It Document Management to supply us with secure paper elimination. Our policy requires that sensitive paperwork either be filed as designated or placed in one of our several Shred-It Document Management disposal stations, which are only accessible by their designated staff and which contents are removed weekly for shredding.

Integral Recoveries is not subject to any extraordinary regulatory oversight and strictly adheres to and abides to State and Federal Fair Debt Collection Practices Act.

# **Technology**

We have integrated technology into our collection services. We currently employ Debt\$Net collection software. Our collection system operates on Microsoft Windows XP network and workstations. Adjustments and fees can be added to single or multiple accounts based on a variety of fields. Our system has experienced less than 1% downtime.

Our network is secured by a firewall that protects our systems from security risks. SonicWall protects us from unauthorized file access through the use of assigned security certificates. Symantec software provides us with daily updated virus and spyware protection.

Our collection software stores all account related information (including records of all account assignments, receipt and remittance history, and transaction summaries).

Integral has built in redundancies for disaster recovery. There are two separate back-ups performed daily. One is a travan type tape backup performed on-site. The most recent tape leaves the site daily with a managing principal. The other back up tapes are stored in a fire resistant safe. The other process utilizes a secure internet interface. Essential data is backed up to a server located in Atlanta, GA. A confirmation e-mail is sent daily with the status of the backup. Once a week, all essential data is backed up to a server located off site. This server is operational and could be immediately used in the case of a major disaster.

Our collection system has different levels of users. For example, a collector can only manipulate a limited portion of the system restricted to job tasks. The same would go for data entry and cash receipts. Passwords are confidential and knowledge of them is limited to each individual employee, who is assigned a single sign-on access to the system. All levels of all systems are controlled by password with management controlling access.

Integral Recoveries utilizes a Vodavi multi-line phone system with digital caller identification at each employee station. Our software and phone system is used in conjunction with Global Connect virtual dialer, which enables virtual messaging and touchtone prompted immediate connections on specialized individual campaigns designated by client.

# **Programming**

Integral Recoveries, Inc. will provide resources from our organization (Terry Boe and staff) and establish necessary communications and resources from our software vendor. Our technical staff includes Mike Roulette, who has the following certifications and capabilities:

- Microsoft, MCSA, MCSE, MCDST, MCSD
- Cisco, CCNA
- Novell, Novell CNE
- Unix, Red Hat Linux, Sun Solaris, SunOS
- CompTIA, A+, Network, Server, Security

We have successfully established secure electronic data links transmitting similar information for other Government clients and can assure the Court that we will make every effort to assist in the completion of automated transfers or other methods of account placement.

# License, Insurance, Bonding

Integral Recoveries, Inc. has been licensed since our inception in 1995 with the Colorado Collection Agency Board. We have never had an action taken against us by the board.

Integral Recoveries, Inc. is a member of ACA International and has an "A+" rating with the Better Business Bureau of which we are an accredited member.

Integral Recoveries, Inc. also maintains superior levels of insurance and all required bonds and licenses for states outside of Colorado we conduct business in. Copies of our insurance levels are available upon request.

# **Debt\$Net Collection System**

Debt\$Net is a comprehensive PC-based financial collection system designed specifically for collections that Integral Recoveries, Inc. has used since its inception. Below are just some of the features of this system, many of which are customizable for the needs of our organization and our clients. Please visit <a href="https://www.debtnet5.com">www.debtnet5.com</a> for additional information.

- ➤ Full Trust Accounting DEBT\$NET™ maintains an up-to-date trust account. It manages debtors' payments, adjustments, NSF reversals, client's payments, set-up fees, trust account adjustments, direct payments, forward commissions, and direct payment invoices. You can even place a hold on a debtor payment you suspect won't clear the bank, so you don't pay your client prematurely.
- Client Statements DEBT\$NET™ is flexible in the production of statements and the handling of your clients' accounts. You can close the billing period and produce statements as often as you require. You can bill your clients as Net Remit or Gross Remit and control whether client balances carry forward or deduct balances from current collections. You can immediately invoice your clients for direct payments. You can easily adjust client accounts for payments received, corrections to invoices, or trust account transactions.
- Automated Dunning Notices DEBT\$NET™ lets you create more than twelve hundred notices of your own design. The content of a notice is totally free form, letting you set up any kind of notice you need and easily pull information from the DEBT\$NET™ files into your notice. Besides the standard notice variables, you can calculate data and create your own variables, you can chain notices into a series and have multiple dunning notice series as well. Design one dunning series to accommodate medical collections and another for commercial or retail collections. As accounts are processed through the dunning series, you can automatically turn them over to a collector for a call. The dunning series can update the status, priority, or collector assigned to the account. They can interrupt the notification sequence, restart it, or redirect it at their discretion. Collectors can even print quick notices without interrupting the processing of the dunning series. DEBT\$NET™ can also export notices to outsource companies.
- Collector Contact Screens We have optimized the collector contact screens for quick and efficient debtor contact. Collectors can contact debtors, set up payment plans, take incoming calls, help other collectors, and schedule follow on actions. We have provided options to work a list of scheduled calls for today or a list of all the accounts assigned to them. The collector can work campaigns by ordering the list by balance, status, date last worked, client, or priority. The contact screens provide instant access to information on the debtor, multiple accounts, payments, payment plans, contact notes, post dated checks, notice history, etc. The contact notes are unlimited in size. The contact deferral feature automatically reminds collectors when it is time for a same day call back at a specific time.
- Payment Plan Processing Payment plans are easily set up with DEBT\$NET™'s promise system. DEBT\$NET™ manages the plan and can automatically issue a delinquency letter or schedule a collector call if a payment is late. Collectors no longer have to keep tabs on their payment plans. They only have to manage the delinquencies.
- Payment Receipt Processing Receive and account for debtor payments quickly and efficiently. DEBT\$NET™'s payment transaction processing is designed to minimize data entry requirements and record accurately against affected accounts. Use default settings to apply payments received against balances owed or manually apply payments as you wish. Track payment methods include

- cash, check, credit card, or electronic funds transfer. Record direct payments to clients and DEBT\$NET™ will update client statements appropriately.
- User-Definable Screens DEBT\$NET™ lets you create your own user-definable screens. These screens let you easily manage the special tracking requirements of your agency. You can also add new fields to the standard debtor and account screens.
- Auto Dialing The collector work screens have the DEBT\$NET™ power dialer feature built in. The collector can point and click and have their computer dial any of the debtor phone numbers.
- Password and Menu Level Security DEBT\$NET™ lets you control user access to sensitive business information. DEBT\$NET™ is not only password protected but allows you to specify who can access each menu of the program. Collectors can be kept from financial and client screens, and even limited from updating some fields of debtor information such as name and social security number.
- ➤ Client Reporting DEBT\$NET™ provides numerous reports to support the management of your clients. These include: Client Activity and Status Reports, Client Acknowledgments, Twelve Month Recovery Report, Client Cancel and Return Report, and Trust Account Summary.
- ➤ Collector Productivity Tracking DEBT\$NET™ helps you monitor collector productivity and performance. It tracks commissions, collector activity, and contact frequency as well as the number of accounts collected, amount collected month-to-date and year-to-date activity. DEBT\$NET™ also has a "Collector Monitor" Extended Service Option which lets you closely supervise the daily operations of your collectors.
- Definable Client Commission Structures DEBT\$NET™ lets you create variable rate commission formulas to match how you do business with each of your clients. You can base your formulas on the account age, amount assigned, average monthly client volume, flat fee, or payments received.
- Unlimited Contact Notes DEBT\$NET™ provides unlimited contact notes. Collectors are allowed to add new notes, but not modify old entries. The administrative staff has unrestricted access to all contact notes. Stamping date, time, and the initials of the collector into the notes provides an audit trail when updating critical data such as status of the account and entering contact notes.
- Debtor/Account Handling DEBT\$NET™ allows comprehensive tracking of debtors, multiple accounts per debtor, interest, check return fee, agency fees, legal fees, contact dates, and much more. We provide debtor and account handling through the base working screen - a central work area that provides point and click access to all the information required to process an account from assignment to 'paid in full'.
- Extended Debtor Search DEBT\$NET™'s extended search tool will save you time trying to locate debtors and accounts in your system when only partial information is provided. The extended search solves the problem of how to apply a payment to a debtor when the name on the check doesn't match a debtor in your system. Search by name, phone number, client information, account information, or other fields. DEBT\$NET™ will display all records which match the information you have provided, letting you make the final selection.

- State and Agency Contact Restrictions State and agency restrictions let system users know about legal issues or when special account handling is required. Restrictions can stop mailings to the debtor and provide on-screen warnings and instructions to collectors. Use state restrictions for issues such as licensing in a State. Create agency restrictions to manage special handling cases.
- ➤ Debtor Statements and Payment Coupons Prepare and send debtor statements and payment coupon books to remind debtors of payment obligations. Debtor statements are a unique notice type showing debtor balances owed on their account(s). Debtor statements can be produced monthly or as required, independent of notice processing or other scheduled actions. Payment coupon books can be created by collectors when payment plans are set up.
- Post Dated Check Processing Capture Post Dated Check information and let DEBT\$NET™ keep track of payment processing. DEBT\$NET™ allows you to design and send pre-deposit notices, review post dated checks on file, and automatically deposit them at the scheduled time.
- ➤ System Administration and Utility Functions Manage system security, your own business process steps, and collector activity through DEBT\$NET™'s many system administrative and utility menu options. Protect your business data by setting up passwords, limiting access, and creating restrictions. Define agency operations through creation of status codes, automating the type and sequence of notice actions, and defining your own screens and fields to capture special data required by your agency. Support business relationships by setting up client-specific controls, defining commission codes, and customizing messages on acknowledgments and statements. Monitor individual collector productivity, review projected activity, and balance collectors' workloads. DEBT\$NET™ lets you be in control.

# **Collection Methodology and Process**

The key to a successful implementation is an organized, thorough account work plan that can be used to monitor and control collection activities. Integral Recoveries focuses on effective location and asset search and effective collection technique encompassing the knowledge necessary to manage all situations arising in collection scenarios, increasing the amount of defendants we contact and create urgency to pay. The result for the Court is increased revenues on delinquent accounts and consistent performance in excess of the capabilities of other collection agencies.

Based upon five key areas, we have developed a work plan for your program that has been a great success with other entities that we work with and will maximize recoveries for you.

- The plan will be developed in conjunction with the Municipal Court's policies and procedures, which we ensure full compliance on throughout the contract term through education of our staff.
- A knowledgeable, experienced staff will be utilized for your program. Our current staff of Court collection specialists will be used as representatives for your Court and provide ongoing training and assistance to new representatives.
- We will utilize our knowledge of your defendants and their individual and business obligations to facilitate full payment of their obligation in the shortest time frame possible.
- 4. Integral Recoveries will maintain consistent communications with your organization and provide all reports necessary to ensure that our levels of quality and collection meet or exceed your expectations at all times.
- We will continue to develop and modify our work plan to maintain a lasting partnership with you to assist in your recovery needs now and in the future.

# **Account Representatives Collection Attempts**

To effectively persuade consumers that resolving their obligation to your organization is a top priority, it is critical that the account representative analyze their responses and determine their questions, concerns, and financial capabilities in conjunction with the profile provided. The representative must listen for clues during the conversation as to what will motivate payment as quickly as possible.

The following outline is a general guide to the account representative when seeking account resolution and information from the defendant and third parties:

- Ask for and verify the defendant by full name
- Identify himself/herself with Integral Recoveries as an agency representing the Court in a collection capacity (as designated), making a firm demand for payment in full
- Verify residence address and contact telephone number(s)
- Obtain place of employment / determine employment status
- Obtain additional sources of income
- Obtain current financial information
- Set up the best possible arrangement based on this information and effective negotiation technique
- Create urgency to pay the Court
- Have consumer repeat specific arrangements
- Queue account for follow up confirmation

#### If a third party is reached:

- Ask for spouse (if any)
- Ask for alternate number(s) defendant can be reached at
- Obtain place of employment / determine employment status
- Determine best time to reach defendant
- Leave name and number / have third party repeat

Our employees are trained to resolve consumer obligations without the use of rude or abusive tactics. In our experience, this will do nothing but alienate them and create complaints for clients. Our collection operation is conducted in a manner that will protect your valued reputation. The most effective collection techniques, which Integral Recoveries employs, encompass the following characteristics:

- Professionalism
- Listening Skills
- Information Gathering
- Negotiation
- Mutual Resolution

Intensive outbound call attempts will be made on accounts placed by our skilled account representatives. They can include both manual phone attempts and dialer campaigns through GlobalConnect autodialer. Managers and supervisors monitor calls and performance for quality purposes.

The diligent efforts of our account representatives are the greatest asset that we offer you. Their efforts are the main reason of our success in recovering such a significant amount of revenue for the Courts.

# **Notices**

Integral Recoveries' letter series is professionally designed and situation specific. They are computer driven and linked to a software vendor.

The letters are specifically designed to inform, educate, and establish urgency to pay.

Our notices provide:

- Visual impact
- Clear conveyance of the urgency of the situation and solicitation of resolution at the earliest possible date
- Initial demand in accordance with FDCPA
- Multiple points of contact for Integral Recoveries
- Payment remittance information
- Court address / contact info
- Acceptable methods of payment
- Understandable text and format
- Clear indication of amount(s) due and due date(s)

# **Hours of Operation**

Hours of Operation are as follows:

Monday 8am-8pm MST
Tuesday 8am-8pm MST
Wednesday 8am-8pm MST
Thursday 8am-8pm MST
Friday 8am-4:30pm MST
Saturday 9am-12pm MST
Sunday OFF

Calls from our office are only made between 8am – 9pm at the consumer's location in compliance with FDCPA. Our collection software system, Debt\$Net, will put an easily recognizable note in bright color of the local time on any account that is accessed outside authorized calling hours. Account Representatives recognize the note and refrain from initiating phone calls, preventing any calls from being made that are in violation.

#### **Location Information / Asset Searches**

Integral has state-of-the-art skip tracing capabilities and a wide range of the most effective tools in our industry to obtain current demographic information, employment, and other attachable assets such as real property. Our Key Personnel have the experience and expertise to know what skip tracing products produce the newest and most accurate information.

All accounts placed are scrubbed via our mail service provider, Compumail, vs. databases that may provide a more recent, updated address or other information such as bankruptcies or notifications of those deceased.

When no phone number(s) are provided, or a provided number is verified incorrect, skiptracing efforts will be made. Our staff is given access to the top tools in the industry and training on how to use them most effectively.

We currently have access to major databases built with public and private records consisting of motor vehicle registrations, magazine subscriptions, and post office change of address, telephone directory assistance, voter registrations, real estate transactions, tax assessor property information, credit bureaus, voter registration files, warranty and registration cards, and U.S. census data among other sources.

These services include an interactive information system that gives us access to current information and phone numbers plus change of address records. We can search by name, address, social security number or telephone number. Additional information provided included names, addresses and phone numbers of neighbors and additional household members.

Included in these databases are the National Change of Address databases of the U.S. Postal Service and electronic white page directories of the regional telecommunications operating companies.

Integral Recoveries is continually seeking new and innovative products and services that can enhance our ability to meet client needs. Each product and service is carefully evaluated prior to subscription or purchase.

Tools that will be used include but are not limited to:

- InfoUSA name, address, phone number, and reverse search capability.
- National Credit Bureau Reports call creditors for location information, look for recent inquiries report and call those that appear to be someone reviewing an application, review credit standing for collectability.
- Accurint powerful and widely regarded database of updated defendant location information searchable by multiple fields including SSN, name, and address.
- Quickinfo "Fetch" product provides a timeline of possible addresses, provides information as to public records such as property ownership.
- Flatrateinfo database of possible addresses and phone numbers associated with the defendant.
- Netronline Public Record database links to property ownership / valuation records throughout the nation through Tax Assessor Links. Provides valuable information on real estate ownership which can provide us with an asset on the defendant, verification of location information, or information on landlord(s) for the defendant.
- "nearbys" nearby residents of the address where we have information the defendant resides will be contacted to obtain location information for the defendant.
- "mults" look for relatives, especially with unique last names, to contact for location information on the defendant.
- "small town skip" in small cities/towns, it can be effective to call grocery stores, large employers, police stations, and bars/restaurants among other establishments where the debtor lives to obtain location information on the defendant.

Successful skiptracing can have as much to do with the approach of the representative as the tools that are available to him/her. We have found that friendliness, patience, tact, privacy, and determination are keys to Integral's success in location and asset searches.

Defendant's financial situations change, and even if they are difficult to locate now, they are likely to resurface at some time in the future. We have a unique account status, "SRC," which stands for Skiptrace Review Cycle. While in this status, accounts are "flagged" to be automatically scanned against Accurint/Lexis Nexis extensive database of current location

information monthly. If a new address or phone number is identified, the account is automatically updated, giving us a fresh start on contacting the defendant and recovering funds for the Court.

# **Court Responsibilities**

The State of Colorado has established legislation that allows for Courts to add an additional 25% fee on top of unpaid fees/fines assessed to defendants as a collection fee. Unpaid accounts are then assigned to a collection agency, with that fee being paid to the agency when the Court receives payment. Many municipalities have piggy-backed on this legislation and program, establishing ordinances that allow for the add-on fee.

The Court would enter into a written agreement with Integral Recoveries, Inc. to provide collection services.

The Court and Integral Recoveries, Inc. would work out a method for the Court to assign unpaid cases for collection. Integral Recoveries, Inc. can accept virtually any method that is most convenient to the Court, including online at <a href="https://www.integralrecoveries.com">www.integralrecoveries.com</a> "Client Access" capability, fax, excel spreadsheet, many compatible electronic files, secure FTP transmission, emailed text files or client internal forms.

The Court will regularly give Integral Recoveries, Inc. notice of all payments received on cases assigned for collection. Integral will send a monthly invoice for collection fees on the 15<sup>th</sup> of each month for all payments reported during the previous calendar month.

The Court will also regularly notify Integral Recoveries, Inc. of any waivers or adjustments to be made to assigned accounts.

Section

# **Conclusion**

We are available for anything you require additionally, including on-site visits, follow up interviews, an oral presentation or more information needed on Integral Recoveries, Inc., or this proposal. We are prepared to make a commitment of our resources to the Municipal Courts and will strive to establish a long-term relationship between our organizations that will provide a solution to your debt recovery needs.

Individual Municipal Courts will receive the best possible recovery performance and service from Integral Recoveries, Inc. Choosing Integral Recoveries, Inc. also means you have selected a quality organization that will protect the sensitive information the Court provides, while also upholding the image of the Court by conducting business professionally and ethically.

This project can generate a significant amount of revenue for the Municipality. We at Integral look forward to the opportunity to collaborate with you.

Lorenzo Urrutia Regional Sales Director Integral Recoveries, Inc.



#### **AGREEMENT**

•	This Agreement is made this day of	, 20	_, by and between Coast Professional, Inc.,
	(hereinafter referred to as "Agency"), with its princ	cipal place	e of business located at 4273 Volunteer Road
	Geneseo, NY 14454 and the Town of Berthoud, C	CO, 807 M	Mountain Avenue, Berthoud, CO 80513
	(hereafter referred to as "Client").		

It is mutually agreed, understood, and promised as follows:

# **SERVICES TO BE PERFORMED**

- Agency will use its commercially reasonable best efforts to effect collections of accounts assigned to it by Client. Agency shall not under any circumstances use any collection practices that would constitute a violation of applicable law, including prohibited threats, intimidation, or harassment of a borrower in the collection of accounts, shall comply in all material respects with all provisions of the Fair Debt Collection Practices Act (FDCPA) and shall not violate in any material respect any Federal Trade Commission or other applicable state and federal statutes, laws, rules, ordinances, regulations and guidelines. Agency has not, does not and will not represent, warrant, or guarantee the collections or timing of any collections of any accounts assigned to it under this Agreement. The services shall be performed on a best-efforts basis.
- 2. Upon the effective date of any amendment to any of the applicable consumer financial laws and regulations, this Agreement shall automatically amend so that the obligations imposed on the parties hereto remain in compliance with such laws and regulations.

## **AGENCY RIGHTS AND RESPONSIBILITIES**

- 3. Agency, for the purpose of recovering Client's accounts, will comply at all times with all applicable "Red Flag" regulations and requirements. This includes information that may be shared and required to perform credit bureau checks, address searches and proper billing and collection of payments. A copy of Agency "Red Flag" policies shall be provided to Client upon request.
- 4. All funds collected by Agency on behalf of Client in payment of assigned accounts shall be deposited into Agency's trust account. Client authorizes Agency to endorse negotiable instruments made payable to Client for purposes of depositing funds in said account. Any interest earned on such funds shall be retained by Agency.
- 5. Agency will remit to Client an amount equal to (i) the gross amount received by Agency during such period with respect to all accounts less (ii) fees and expenses due to Agency pursuant to this Agreement by the tenth (10<sup>th</sup>) day following the end of the period in which such amounts were received, unless special circumstances require a more immediate remittance of amounts collected during the preceding month. Simultaneously with each remittance, Agency will submit to Client a summary detailing the calculation of such remitted amount for the statement period. Client will examine each such summary and must raise any objections to Agency's accounting and remittance within thirty (30) days after the receipt of such summary by delivering to Agency by email to cs@coastprofessional.com a written detailed explanation, and related support, of such objection. Client's failure to deliver to Agency any such objection and detailed explanation within the thirty (30) day period will be deemed a full and final acceptance by Client of Agency's summary and remittance for that month. Agency will make any adjustments it determines appropriate in the next scheduled summary and remittance. Any undisputed amount payable under this Agreement and not paid within thirty days (30) days will be delinquent and will bear



interest at the lesser of one and one-half percent (1.50%) per month or the maximum monthly rate allowed by applicable law.

6. Agency shall return to Client, without charge, any account assigned in error and may return to Client, without charge, any account which does not comply with the terms of this Agreement.

#### **CLIENT RIGHTS AND RESPONSIBILITIES**

- 7. Client may periodically assign accounts to Agency for collection. Client represents and warrants (i) that the account balances will reflect true and just indebtedness, (ii) that Client obeyed all laws and regulations relating to or affecting the accounts assigned, (iii) that the account balances are not barred by any statute of limitations, (iv) that the persons obligated on the assigned accounts are not represented by an attorney or protected by any bankruptcy proceeding unless clearly noted at time of assignment, (v) that the accounts or related rights to collect are not at time of assignment assigned to another collection agency, attorney or other person, (vi) that no account is the subject of existing or threatened litigation, a regulatory complaint, or is otherwise disputed, and (vii) that Client is fully authorized and has obtained all necessary approvals for the assignment of the account(s) and interest(s) therein to Agency.
- 8. The assignment of an account pursuant to this Agreement shall be an assignment of all rights and interests of the Client relating to that account, including all contractual and statutory rights. For all accounts assigned, Client agrees and acknowledges that Agency may enforce all legal rights of Client for the assigned account, including recovery of all principal, interest, fees, penalties, and other amounts for damages owed or to be owed by the person(s) for any assigned account, subject to Agency's duties and obligations to Client pursuant to this Agreement.
- 9. Client may cancel and recall accounts by providing written notice to Agency unless the account is in a paying or promise to pay status or a signed Suit Authorization is on file. Upon closing an account, Client will remit to Agency all commissions and fees due for payments that resulted directly as a result of Agency's effort pursuant to this Agreement.
- 10. Client acknowledges that in connection with the collection of delinquent consumer debts, the FDCPA requires that Agency provide the consumer with verification of the underlying obligation if that request is made to Agency, in writing, by the consumer within thirty (30) days of Agency's initial communication with the consumer if Agency is to continue with collection efforts. The law prohibits Agency from collecting on any obligation once a timely verification request is made to Agency from the consumer, until such time as said verification has been mailed by Agency to the consumer. Client agrees to promptly provide such verification to Agency upon request. Client acknowledges that in any situation in which it does not promptly provide Agency with the requested verification, Agency can no longer legally attempt to collect the account. In such case, Client acknowledges that the Agency will return the account to Client.

#### **FEES FOR SERVICES**

11. Agency shall be entitled to, and Client shall pay to Agency, a contingent fee of 18% (eighteen percent) on all amounts collected on accounts that have been placed with agency. Notwithstanding the foregoing, Client shall assess and Agency collect, collection costs or contingency fees on delinquent accounts as they pertain to their respective contracts to the extent authorized by law. Agency shall be entitled to the above referenced contingent fee for services of 18% in full regardless of whether the full contingent fee can be assessed to the obligated party.

The amounts provided for in this Section 11 shall be the sole consideration paid to Agency for the collection of accounts. Collections made by Agency and remitted to Client by Agency on which a check is returned by the bank unpaid shall be reported on a subsequent remittance advice as



minus payment and collection fee. Agency will, at the request of Client, hold funds paid by check for 14 days to ensure sufficient funds before remitting to Client.

These fees will remain in force during the term of this Agreement unless a change in legislation, Client's business, postage rates or other market conditions occur which Agency, in its sole discretion, determines warrants a fee change.

Agency will also have the right to adjust the fees in the event Client fails to disclose to Agency accurate and complete information relating to Client's account receivable profile, which information, if disclosed, would have led Agency to propose a different fee or fees. In the event Agency changes the fee(s), Agency will provide Client with thirty (30) days prior written notice of the change. If any proposed fee increase is unacceptable to Client, Client may terminate the Agreement upon thirty (30) days prior written notice to agency.

#### **BOOKS AND RECORDS**

12. Each party shall maintain true and correct records as they pertain to said accounts which are subject to this Agreement. Client is obligated to maintain its original documents and will not forward said originals to Agency. Each party, upon request and with reasonable notice, shall have the right to audit sufficiently to verify the accounting of all funds and the accuracy and appropriateness of all charges.

# **NON-COMMISSIONABLE ADJUSTMENTS**

13. Agency shall not be entitled to a commission for Federal or State tax offset funds, non-delinquent portions not placed with Agency, adjustments to correct amounts due, service-related cancellations, or deferments/forbearances on any accounts.

## **LEGAL ACTION**

14. Agency shall not initiate legal action for the collection, nor accept settlement, of an account without prior written authorization of the Client. Legal action will be brought in the Client's name where applicable. Authorization by Client for legal action will be on a claim-by-claim basis. Client agrees to advance all court costs associated with the filing of legal action on an account placed and agrees it will be reimbursed for such costs if recovered from the debtor.

## **DIRECT PAYMENT NOTIFICATION**

15. Client shall notify Agency of all payments made directly to Client on all assigned accounts at time of receipt of payment. Client understands and agrees that full commissions are due and payable to Agency on such direct payments once the account has been assigned to Agency. Client further agrees to indemnify Agency as outlined below for all losses caused by Client not reporting any such direct payments.

# **INDEMNIFICATION**

16. The indemnities provided for herein shall survive the termination of this Agreement.

Client shall indemnify, hold harmless and provide a defense to Agency and all of Agency's respective parent, subsidiary and affiliated corporations and entities, past, present and future, and each of them, as well as their respective partners, directors, officers, collectors, servants, employees and attorneys, and each of them, from and against any and all claims, demands, losses, liabilities, causes of actions and damages, including reasonable attorney fees and costs, which result from,, arise in connection with, or relate to (i) the breach of any representations, warranties, agreements or covenants of Client in this Agreement or (ii) the creation and



ownership of the accounts, (iii) the collection efforts of Client and its agents other than the Agency, or (iv) the negligent or improper conduct or omissions of Client, its parent, subsidiaries or affiliated corporations or entities, past, present or future, or any of them, or any of their respective partners, directors, officers, collectors, servants, employees or attorneys.

Agency shall indemnify, hold harmless and provide a defense to Client and all of Client's parent, subsidiary and affiliated corporations and entities, past, present and future, and each of them, as well as their respective partners, directors, officers, collectors, servants, employees and attorneys, and each of them, from and against any and all claims, demands, losses, liabilities, causes of actions and damages, including reasonable attorney fees and costs, which result from, arise in connection with, or relate to (i) the breach of any representations, warranties, agreements or covenants of Agency in this Agreement or (ii) the negligent or improper conduct or omissions of Agency or any of Agency's parent, subsidiary or affiliated corporations or entities, past, present or future, or any of them, or any of their respective partners, directors, officers, collectors, servants, employees or attorneys.

## **TERM OF AGREEMENT**

17. The initial term of this Agreement will be twelve (12) months ("Initial Term") commencing the date this Agreement is executed by Agency ("the Effective Date"). This Agreement will automatically renew for additional one-year terms. After the Initial Term, this Agreement may be terminated by either party upon ninety (90) days prior written notice to the other. In the event of termination by Client, Client shall pay Agency the reasonable actual verified out-of-pocket expenses paid with respect to the returned accounts up to the date such accounts are returned. Agency may terminate this Agreement immediately if Client breaches any term or condition of this Agreement and fails to cure such breach within ten (10) business days after receipt of written notice from Agency. Termination notices shall be sent by certified or registered mail and shall be deemed to have been given upon receipt addressed as set forth below:

To CLIENT:
To AGENCY:
Town of Berthoud, CO
807 Mountain Avenue
Berthoud, CO 80513
To AGENCY:
Coast Professional, Inc.
4273 Volunteer Road
Geneseo, NY 14454

Attn: Chris Kirk, Town Administrator Email: contracts@coastprofessional.com

Email: <a href="mailto:ckirk@berthoud.org">ckirk@berthoud.org</a>

- 18. Notwithstanding any termination of this Agreement, an account assigned to Agency prior to the effective date of termination of this Agreement, including but not limited to accounts where payment arrangements are pending, may be retained by Agency, at Agency's option and for so long as Agency determines, for collection pursuant to the terms of this Agreement and for the compensation provided for in this Agreement.
- 19. All assignments by any of the media forms subsequent to the date of this Agreement shall be governed by this Agreement.

#### **CONFIDENTIALITY**

20. The parties agree to keep all of the terms of this Agreement strictly confidential, including without limitation, the provisions of Section 11 relating to compensation. The parties further agree to maintain the confidentiality of any confidential information and/or trade secrets that they learn about each other throughout the course of this Agreement, including without limitation, the terms of any contracts that the other party may have with any third parties.

The Agency agrees to use information about the Person(s) owing monies on an assigned account only as necessary for the Agency to perform its duties pursuant to the terms of this Agreement.



The obligations of the parties detailed in this section of this Agreement shall continue in full force and effect after termination of this Agreement for any reason.

Client acknowledges that the systems and procedures employed by Agency in providing the services are confidential and the sole property of Agency. Client agrees not to disclose to any person or entity other than Agency any information it receives concerning the systems and procedures, Agency's business practices or other secrets or confidential information of Agency. Agency agrees not to disclose to any person or entity not affiliated with Agency any information about Client or other confidential information regarding Client's accounts, except as required to provide the services under this Agreement or as otherwise legally required. Without Agency's prior written consent, Client will not in any manner or form disclose, provide or otherwise make available to any third parties, in whole or in part, this Agreement or any term hereof. All confidential information that Agency receives from Client shall be returned to Client upon request or upon termination of this Agreement unless such return or destruction is infeasible or would be inconsistent with applicable law. It is understood by Agency and Client that information in an intangible or electronic format cannot be removed, erased or otherwise deleted from archival systems (also known as "computer or system back-ups") but that such information will continue to be protected under the confidentiality requirements contained herein. Notwithstanding anything to the contrary contained in this Agreement, Agency may retain an archival copy of any document for its permanent records to the extent required by applicable law, regulation or Agency's document retention policy.

#### **DAMAGES**

21. To the maximum extent permitted by law, in no event will either party be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance. Agency's aggregate liability for damages (if any) arising out of or in connection with this Agreement, including a liability arising pursuant to Section 9, will not exceed the aggregate commissions paid by Client to Agency pursuant to this Agreement.

# **SEVERABILITY**

22. In the event any provision of the contract should be held by any court to be overbroad or unenforceable, all other provisions shall remain in full force and effect as fully as if the unenforceable provision was not included herein.

#### **GOVERNING LAW**

23. This agreement shall be governed by the laws of the State of Colorado without giving effect to conflicts of law principles. The parties agree that any dispute arising out of this Agreement or any matter related hereto shall be brought exclusively in the courts of the State of Colorado, Larimer & Weld Counties and, by execution and delivery of this Agreement, each of the parties to this Agreement accepts the jurisdiction and venue of said courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. The parties agree to waive trial by jury for any action related to this Agreement. All costs and expenses, including reasonable attorney fees, incurred by Agency in order to remedy any breach of this Agreement by Client will be borne by Client.



#### **EQUAL OPPORTUNITY CLAUSE**

24. Coast Professional, Inc. is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

# **MISCELLANEOUS**

- 25. Each party warrants to the other party that the person executing this contract is duly authorized to do so.
- 26. Headings are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

# **ACCEPTED AND AGREED:** Town of Berthoud, CO Coast Professional, Inc. **Authorized Signature Authorized Signature** Jonathan Prince Chris Kirk Printed Name Printed Name **Chief Executive Officer** Town Administrator Title Title Date Date Authorized Signature Michael Del Valle Printed Name Chief Compliance Officer / General Counsel Title Date

# **COLLECTION SERVICES AGREEMENT**

THIS COLLECTION SERVICES AGREEMENT ("Agreement") made and entered into this 29<sup>th</sup> day of November 2022, by the Town of Berthoud Colorado Municipal Court (hereinafter referred to as "Client"), and Integral Recoveries, Inc. (hereinafter referred to as "Agency"), a corporation organized under the laws of the State of Colorado ("Agency").

# The parties agree as follows:

- 1. Scope of Services. Agency will provide Client with collection services consisting of Agency's normal collection activities, including, without limitation, correspondence and communications between Agency and the debtor and credit reporting, as deemed appropriate by Agency and agreed to by Client. Agency will provide services as an independent contractor and not as an employee of Client. Services will commence immediately upon Client assignment of a debtor's account ("Account") to Agency.
- 2. Recovery and Agency Fee. The Account will specify the Judgment Amount (the amount due the court for fines, fees, costs, surcharges, and restitution). Agency may seek to recover and may recover from the debtor an amount not greater than one hundred twenty-five percent of the Judgment Amount. Defendants will be directed to pay the Agency directly. Agency will provide a monthly billing for twenty percent of all recoveries for its fee.
- 3. Term. This Agreement will commence on the Effective Date and will continue for 1 year. The parties may agree, in writing to extend the term. However, either party may terminate this Agreement by giving thirty days' written notice. Upon expiration of the Term or termination by notice, the parties may agree that Agency may continue collecting on those Accounts previously assigned to Agency under the same terms as set forth in this Agreement until those Accounts are closed or are cancelled.
- 4. Manner of Assignment. Assignment of an Account will be effective as the date Client submits the Account to Agency. Within fifteen working days of Agency's receipt of an assignment, Agency must submit a written acknowledgment of assignment to Client. If Client does not receive the acknowledgment within that fifteen-day period, Client may withdraw that Account from Agency. After an assignment of an Account to Agency, Client will refrain from contacting the debtor for collection purposes and will refer all matters concerning collection to Agency for the duration of the period of assignment, unless Client cancels the Account as provided below.
- 5. Cancellation of Accounts. Accounts previously assigned to Agency for collection will be cancelled prior to the expiration of the period of collection if: (a) Client withdraws an Account, by notice to Agency in writing; (b) Agency ceases collection efforts on an Account it considers not collectable; or (c) the debtor files for bankruptcy and Client directs Agency to take no further action after Agency informs Client and the Office of the City Attorney, in writing, of the filing for bankruptcy.

- <u>6. Standards of Agency Performance.</u> Agency agrees to maintain the following minimum standards of operation and performance during the term of this Agreement and to provide proof of compliance upon request by Client:
  - a. Maintain proper licensing and bonding as required by law
  - b. Adhere to the provisions of all applicable laws and regulations, including the Federal Fair Debt Collection Practices Act and the Fair Credit Reporting Act.
- <u>7. Audits.</u> Client has the right to audit the accounts assigned to Agency at any time upon advance written notice.
- <u>8. Litigation.</u> No court action will be instituted for collection of Accounts by Agency without prior written authorization from Client.
- 9. Progress Reports. Agency will provide Client with written reports relating to collection activities, collection totals, dates of collection, and specific accounts when requested by Client.
- 10. Payment Remittance. On or about the 15<sup>th</sup> day of each month, Agency shall remit to Client a statement containing a summary of the accounts listed with Agency and amounts collected on the accounts. Included with the monthly statement, Agency shall remit all payments made on assigned accounts to Client, less its fees.
- 11. Governing Law: Venue. This Agreement will be construed in accordance with the laws of the State of Colorado, the Town of Berthoud Colorado, City Charter, City Code, and City Ordinances, Rules, and Regulations.
- 12. Indemnification. Agency releases the Town of Berthoud Colorado and will fully protect, defend, indemnify, and hold harmless the Town of Berthoud Colorado, its officers, City Council, directors, employees, agents, and representatives from and against any and all losses, claims of personal injury, death, or property damage, causes of action, costs, and expenses, including attorney's fees, or liability of any nature arising out of or related to Agency's performance under this agreement
- 13. No Third-Party Beneficiaries. This Agreement is intended to be solely for the benefit of the parties and their respective successors and permitted assigns, and this Agreement will not otherwise be deemed to confer upon or give to any other person or entity any remedy, claim, cause of action or other right.
- 14. Notices and other Communications. Any notice or other communication given or made under this Agreement must be in writing and sent by courier mail, with return receipt, or a copy may also be sent by facsimile or other electronic means. Any notice or other communication will be addressed as follows and, if so addressed, will be effective upon actual receipt.

If to Agency:

Integral Recoveries, Inc. Terry Boe -President 333 W. Hampden Ave., #650 Englewood, CO 80110 If to Client:

Town of Berthoud Colorado Municipal Court 807 Mountain Ave. Berthoud, CO 80513

- <u>15. Non-Waiver:</u> The failure of either party to insist, in any one or more instances, upon strict performance of any of the provisions of this Agreement will continue and remain in full force and effect.
- 16. Entire Agreement: This written Agreement constitutes the entire agreement and understanding of the parties and supersedes all prior offers, negotiations, and other agreements of any kind. There are no representations or understandings not set forth in this Agreement.
- 17. Non-waiver of Colorado Governmental Immunity: Nothing herein shall be construed as a waiver by the City of any of the immunities, privileges, and defenses available to it under the Colorado Governmental Immunity Act, as may be amended from time to time, or arising under common law.

BY:
Client Administrator
Print Name:
Title:
Date:
INTEGRAL RECOVERIES, INC
BY:
Terry Boe
President
Integral Recoveries, Inc.
Date:
Date.

Town of Berthoud Colorado



# Month of the Young Child

A PROCLAMATION RECOGNIZING APRIL, 2025, AS CHILD ABUSE PREVENTION MONTH IN HAYDEN, COLORADO

Whereas, Hayden and other local, state and national organizations are proclaiming April 2025 as Child Abuse Prevention Month; and

Whereas, We have a shared responsibility, as individuals, neighbors, community members and citizens of the Town of Hayden to help create healthy, safe and nurturing experiences for children; and

Whereas, Safe and healthy childhoods help produce confident and successful adults; and

Whereas, Child abuse and neglect often occurs when people find themselves in stressful situations, without the knowledge of community resources, and they don't know how to cope; and

Whereas, A significant number of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community; and

Whereas, Child abuse and neglect can be reduced by making sure every family has the support they need and deserve to raise their children in a healthy environment; and

Whereas, It is recognized that no one person can do everything, but that everyone can do something, and together we can create change for the better; and

Whereas, Wearing or displaying a BLUE RIBBON in April will serve as a positive reminder that together, we can prevent child abuse and keep children safe;

**NOW, THEREFORE, BE IT PROCLAIMED** by the Mayor and Councilmembers of the Town of Hayden, Colorado that April 2025, shall be the month set aside for the observance of the Young Child.

PROCLAIMED, APPROVED, AND ADOPTED THIS 17th DAY OF-APRIL, 2025.

	Ryan Banks, Mayor
ATTEST:	
Barbara Binetti, Town Clerk	





# A PROCLAMATION RECOGNIZING APRIL 2025 AS THE MONTH OF AUTISM ACCEPTANCE MONTH IN HAYDEN, COLORADO

Whereas, The Town of Hayden and other local, state, and national organizations are celebrating April 2025 as the Month of Autism Acceptance

Whereas, We recognize the value neurodiverse individuals serve in making Hayden a vibrant community; and

Whereas, All programs have a critical role in working to support individuals with autism and neurodiversity that support inclusion, health, and development; and

Whereas, We recognize and thank the families, therapists, teachers, and all professionals who make a difference in the lives of individuals with autism and neurodiversity; and

Whereas, Public policies support the health, development, and well-being of individuals with autism and other types of neurodiversity and their families; and

Whereas, A comprehensive, inclusive system requires the investment of local, state, federal, and private funding to ensure all individuals with autism or neurodiversity have equitable access to services;

**NOW, THEREFORE, BE IT PROCLAIMED,** by the Town of Hayden, Colorado, that April 2025 is hereby declared the MONTH OF AUTISM ACCEPTANCE IN HAYDEN, COLORADO. We encourage all citizens to be champions for change by prioritizing an inclusive community where neurodiversity is accepted and celebrated so children, families, and communities can thrive.

,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
Ryan Banks, Mayor	- Attest:
	Barbara Binetti, Town Clerk

PROCLAIMED, APPROVED AND ADOPTED THIS 17th DAY OF APRIL 2025.



#### ARBOR DAY PROCLAMATION

In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting and trees; and

The holiday called Arbor Day was first observed with the planting of more than a million trees in Nebraska; and

Arbor Day is now observed throughout the nation and the world; and

National Arbor Day is celebrated the last Friday in April, and

Trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

Trees in our Town increase property values, enhance the economic vitality of business areas, and beautify our community, and

Trees, wherever they are planted, are a source of joy and spiritual renewal

**NOW, THEREFORE, BE IT PROCLAIMED** by the Mayor and Councilmembers of the Town of Hayden, Colorado that Friday, April 25th, 2025, shall be the day set aside for the observance of Arbor Day, to support efforts to protect our trees and woodlands, and to urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations

PROCLAIMED, APPROVED, AND ADOPTED THIS 17th DAY OF-APRIL, 2025.

	Ryan Banks, Mayor
ATTEST:	
Barbara Binetti, Town Clerk	

# Hayden Town Council Regular Meeting April 3, 2025

#### Call to Order/Roll Call

Mayor Banks called the regular meeting of the Hayden Town Council to order at 6:00 p.m. Mayor Banks Offered a moment of Silence Mayor Banks Led the Pledge of Allegiance

Mayor Pro Tem Gann, Councilmembers Bell, Haight, Hicks, Carlson, and Hayden were present. Also present were Town Manager Mathew Mendisco, Assistant Town Manager/Community Development Director, Tegan Ebbert; Finance Director Andrea Salazar, Town Clerk, Barbara Binetti; Public Works Director, Bryan Richards; and Chief Scott Scurlock.

# Councilmember Reports and Updates

Councilmember Bell ask how we would go about with the State and County to build side-by-side trails and dirt bikes around the County around Hayden. More and more every day we are being forced to rely on more tourism, with more industry shutting down, we are a pretty one-dimensional community but have so much to offer and need to take advantage of that. We have so much great stuff out our back door. Mathew said that we actually did do a project in 2023. Tegan said she would send the Board the Recreational Economy Report For Rural Communities of 2023 that speaks to this. We are trying to figure out what we have right now so we can decide what to expand on. She will also reach out to Meeker since they have their own Recreation District and see how they have structured things. Mathew said that since the Council is doing the new strategic plan, this will be something that can be targeted for discussion. Ryan Bell would like to be involved with the discussion and moving the moto cross track over to the race track as a possibility. Danny Hayden asked who maintains the race track now, Mathew answered that we do as the Town owns the property.

## Study Session - none

#### Public Comment

Essam Welch – 265 W. Washington Avenue. I am blessed to be able to walk my daughter to school everyday and was thrilled when I heard that the Poplar Bridge project was going planned last year. I referred back to the language on the bridge that I understood was to be Federally funded. The language says it better that I can about the dangers of the bridge. (the language on record, published by the Town) I learned in the media lately that the project is in danger of not happening due to the Transportation funding. I implore that the Council and Staff do whatever is possible to follow through with the original plans to get the bridge corrected. Please make the project happen as close as was designed. Councilmember Hayden asked who inspects the bridge, Bryan Richards responded that CDOT inspects the bridge. Mayor Banks said we got good news. Mathew Mendisco said that we have gotten the news that the Federal Funding has been released but it is to late to do it this year but we will be able to do it next year.

Ginny Winn –  $179 \, 4^{th}$  Street. I came tonight as I saw there was discussion for the proposed housing at the old skate park for Town employees and critical positions. I have a couple of questions that I need answered that don't make sense to me right now. Is there a need? Why are we not aligning with Prairie Run that is supposed

to have affordable housing – the 129 units that that we helped fund. Why are we looking at this next process? What really is our need? Mayor Banks replied that this is a presentation for that skate park asset and this is just an exploring of our options at this time and we can't answer your questions right now because we don't have the information yet. We are not voting on this it is just a presentation for a technical assistance program.

<u>Proclamations and Presentations</u> - The Small-scale Housing Technical Assistance Program from CHFA, old skate park site review

Mary Coddington and Tim Reinen with the Technical Assistance Program, and Margie Joy with CHFA joined the meeting remotely. Mary presented the CHFA Technical Assistance program review and the pilot program Ship 2.0. Hayden is considering future uses for a parcel of town owned land that is currently serving as a community skate park. This parcel is at 362 S. Poplar, east of a manufactured home park and north of the County Fairgrounds. The town is moving the skate park to a larger location The goal of the technical assistance, awarded through the Colorado Housing and Finance Authority, is to provide a clear and actionable plan to advance community priorities for the site. This includes identifying and detailing funding options and their availability, offering design direction that aligns with the town's vision, and outlining practical next steps to achieve these goals, and would like to repurpose the existing site to become 5-7 units of housing that would be affordable to town employees and other residents that fill critical positions in the community. Hayden is chosen as only the second community ever by CHFA (2 out of 60) for a pilot program - Ship 2.0- for a program to close the financing gap to make this project feasible. If the Town decides this is something they want to do, we will begin the next phase of the project where units could be occupied by June of 2026. Mary said that CHFA is stepping in with two different sides of this equation. They are offering to come in as the lender at 2.5% interest for the initial funding and they are also offering to come in as the gap funder. They are ready to step up and cover the \$2.8 million dollar gap themselves. This money has already been set aside for this program for Hayden. No other funding is required. CHFA is very excited that the Town's program has been chosen and is a very special project for your community. Margie Joy also reiterated how excited they are on the Pilot project that can bring something very nice to Hayden's community. Mayor Banks said this would be an item on our next meeting agenda of April 17<sup>th</sup>.

# Consent Agenda Items

- A. Consideration of minutes for the Regular Meeting of March 20, 2025
- B. Consideration to approve ratified payments dated March 26, 2025 in the amount of \$15,041.73
- C. Consideration to approve payments dated March 31, 2025 in the amount of \$127,204.05
- D. Consideration to approve the draft of December 2025 Financial Statements
- E. Review and approve appointment of Conner Peterson to the Hayden Parks and Recreation Board
- F. Review and approve appointment of Dan Gilberstadt to the Hayden Parks and Recreation Board
- G. Review and approve appointment of Erica Royer Benson to the Hayden Parks and Recreation Board of Minutes March 6, 2025

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

Items Removed from Consent Agenda There were none

Old Business - None

#### **New Business**

A. Review and Consider for Approval **RESOLUTION NO. 2025-02** A RESOLUTION IN SUPPORT OF A MOUNTAIN PASSENGER RAIL STATION IN THE TOWN OF HAYDEN

Cody Hedges with CDOT presented a short presentation as Mathew Mendisco had sent him a list of the Councils' questions. Service Option A is the plan that we are going with. The average trip length from Denver to Hayden is one question Mathew asked. This will change in time but the old Yampa Valley Mail in the 1950's was a 7–8-hour schedule, Hayden to Steamboat is 30-40 minutes, but again based on the old schedule. Another question was the difference between commuter and inner-city rail cars. They don't have to be different, however, the big thing on this service is because this is shared service with freight. The cars have to meet crash worthiness. How long passenger trains take to stop and start? Varies, but on average it is 8 minutes added to a stop, which includes "dwell" time. The airport connection would be a phased approach. It would take a lot to build a new line. For the early time it makes more sense for there to be a bus connection from the Hayden station to the airport. As far as depots, most all are being reused because it makes more sense and they are already in prime locations. As far as the Resolutions, these were asked for to get overall support from localities, commitments for the depot locations, and a commitment to complete a Rail Station Area Plan. Councilmember Haight asked when work would begin up here. Cody said there is not a specific time line yet said that this is still in negotiations. Mathew said that the last meetings with CDOT that initial agreements have been readied with the Union Pacific and that the planning goal of the State is for it to begin after May. The Governor is pushing for this rail to get moving as soon as possible. Councilmember Haight said with so many things up in the air with this, I am struggling to understand why we need to have the Resolution now versus waiting until there are more questions answered. Cody said that the more information we have when we go into negotiations with the UP, the more opportunity we have for a successful negotiation. This Resolution is not financially binding but shows the unity of the communities for the project. The UP wants to talk to the State as one voice. Councilmember Haight asked if Hayden decided now is not the time but wanted to opt in later, would that be an option? Mathew said that probably with projects like this, there are moments in time when if you are not on in the beginning of a project, it is not viable to jump in later. Cody said that if when we go in to talk to the UP and we have already had the conversation without Hayden, and then Hayden wants to jump in, it will take the discussions back to zero. The UP is very difficult to work with. They are a private company and it has to be advantageous to them. Mathew said the only reason this is viable at this time is that there is less freight on the rail and secondly that the Moffat Tunnel Lease was up last year and the State was able to negotiate with the UP. Again, timing is everything. Councilmember Hayden asked about potential ridership. Mathew said that was part of what will be in CDOT's study. Councilmember asked if we could do a community survey. Mayor Banks said that there is already a community survey being done with the RTA.

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

B. Review and Consider for Approval the Consultant Contract with Zenobia Consultant for the Hayden Resiliency Study

Bryan Richards reported that this year we are doing water studies to identify where water loss is occurring in order to try and mitigate the losses. This is the consultant that will help give us the answers.

Councilmember Carlson moved and Mayor Pro Tem Gann seconded. A roll call vote was held and the motion passed unanimously

C. Review and Approve the Construction Contract with T's Construction and Property Preservation for the Northwest Business Park Geothermal Schedule 2 Pump House.
 Bryan Richards said this contract is for a portion of lot 11 for the building shell and a little bit of plumbing. We will save money by using our new Vac truck on this project.

Mayor Banks moved and Mayor Pro Tem Gann seconded. A roll call vote was held and the motion passed unanimously

<u>Pulled Consent Items</u> There were none

## Staff and Councilmember Reports and Updates

#### **HAYDEN CENTER**

Sarah Stinson, Director Arts and Events: Rhonda Sweetser, Director Parks and Recreation:

#### POLICE

Chief of Police Scurlock:

# **PUBLIC WORKS**

Bryan Richards, Public Works Director:

#### **PLANNING**

#### Tegan Ebbert, Community Development Director:

The Resiliency Project needs a Councilmember or two to participate on the committee. Councilmembers Carlson and Bell volunteered.

#### **ADMINISTRATION**

# Mathew Mendisco, Town Manager:

We will forego staff reports to move forward to the Executive Session.

Barbara Binetti, Town Clerk Andrea Salazar, Finance Director:

# **Councilmember Reports and Comments:**

<u>Executive session:</u> SESSION – For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S Section 24-6-402(4)(b)

Mayor Banks moved for an Executive Session, Councilmember Hicks. A roll call vote was held and the motion carried unanimously.

Adjournment: Mayor Banks adjourned the meeting at 8:43 p.m.	
Recorded by:	Barbara Binetti, Town Clerk
APPROVED THIS 17th Day of April, 2025.  Ryan Banks, Mayor	

Town of Hayden

# Payment Approval Report - Hayden Vendor Name Report dates: 4/11/2025-4/11/2025

Page: 1 Apr 15, 2025 09:39AM

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
3050	Adamson Police Products	INV431397	PD - Narcan Carriers	03/21/2025	235.00		
T	otal 3050:				235.00		
9065	American Target Company	122607	PD - Firearms Training Targest	04/02/2025	70.00		
T	otal 9065:				70.00		
13490	Amplify Architecture & Drafting	312	Geothermal Building Architectural	03/30/2025	660.00		
T	otal 13490:				660.00		
12948	B.T.K. Surveys Inc	NWBP#1-8200	NWBP Survey	11/26/2024	1,875.00		
T	otal 12948:				1,875.00		
1200	Bear River Valley Co-Op	MAR2025	Admin Fuel	03/25/2025	75.49		
1200	Bear River Valley Co-Op	MAR2025	Streets Fuel	03/25/2025	516.38		
1200	Bear River Valley Co-Op	MAR2025	PD Vehicle Expense	03/25/2025	1,018.41		
1200	Bear River Valley Co-Op	MAR2025	Streets - Snow Removal	03/25/2025	43.72		
1200	Bear River Valley Co-Op	MAR2025	Parks - Vehicle Exp	03/25/2025	421.74		
1200	Bear River Valley Co-Op	MAR2025	Parks - Operating	03/25/2025	46.58		
1200	Bear River Valley Co-Op	MAR2025	Parks - Field & Turf - Fuel	03/25/2025	227.86		
1200	Bear River Valley Co-Op	MAR2025	Water vehicle exp - fuel	03/25/2025	166.27		
1200	Bear River Valley Co-Op	MAR2025	Sewer Vehicle Expense	03/25/2025	163.89		
T	otal 1200:				2,680.34		
13496	Boglioli, Ally	1011.08	Utility Deposit Refund	04/09/2025	44.08		
T	otal 13496:				44.08		
1310	Boyko Supply Co	222434	HC - Custodial Gloves, Towels	04/02/2025	72.35		
T	otal 1310:				72.35		
7900	Browns Hill Engineering &	1550	SCADA Lease	04/01/2025	2,338.00		
T	otal 7900:				2,338.00		
1400	Caselle Inc	139972	Admin	04/01/2025	788.80		
1400	Caselle Inc	139972	Water Admin	04/01/2025	394.40		
1400	Caselle Inc	139972	Sewer Admin	04/01/2025	394.40		
	Caselle Inc	139972	Hayden Center	04/01/2025	394.40		
T	otal 1400:				1,972.00		
9230	Chaosink	19542	HC - Youth Volleyball Shirts	01/20/2025	443.60		
	Chaosink	19543	HC - Youth Volleyball Shirts	01/20/2025	212.20		
T	otal 9230:				655.80		

Town of Hayden

# Payment Approval Report - Hayden Vendor Name Report dates: 4/11/2025-4/11/2025

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
13498	Clay-King.Com	11382	Arts - Pottery Kiln Supplies	04/02/2025	104.64		
To	otal 13498:				104.64		
1560	Club 20	23786	Membership Dues	03/28/2025	200.00		
To	otal 1560:				200.00		
	Craig Steel Craig Steel	INV82036 INV82041	HC - Bleacher Repair HC - Bleacher Repair	04/07/2025 04/08/2025	110.40 24.00		
To	otal 7745:				134.40		
13216	CWRPDA CWRPDA CWRPDA	D14F330-MAY D21D458-MAY W12F131-MAY	Loan D14F330 - Seneca Hill Tank Loan D21F458 - HH Tank Renova Loan W12F131 - WWTP Outfall	04/01/2025 04/01/2025 04/01/2025	21,437.53 25,790.30 13,165.63		
To	otal 13216:				60,393.46		
13167	Dex Imaging	AR13059267	HC - Copier	04/01/2025	28.10		
To	otal 13167:				28.10		
8130	Falcon Environmental Corp.	11324	PW - Replacement Pump for Han	03/28/2025	8,731.24		
To	otal 8130:				8,731.24		
2230	Faris Machinery Company	G34731	PW - Sweeper Brooms	03/26/2025	273.15		
T	otal 2230:				273.15		
13052	FBI-LEEDA	200124267	PW - Media & Public Relations sc	04/01/2025	795.00		
T	otal 13052:				795.00		
12931	Flowpoint Enviornmental Systems	WE5535	Bulkwater POS	03/31/2025	324.73		
T	otal 12931:				324.73		
3870 3870 3870 3870 3870	Grainger Inc Grainger Inc Grainger Inc Grainger Inc Grainger Inc Grainger Inc	9454677536 9456654954 9456654954 9456654954 9457100411	Parks - Water Truck Electronic Ho PW - Vac Truck First Aid PW - Safety Signs PW - Shop Key Holder PW - Vac Truck Sign	03/28/2025 03/31/2025 03/31/2025 03/31/2025 03/31/2025	1,549.48 30.10 67.04 251.53 14.50		
To	otal 3870:				1,912.65		
2580 2580 2580 2580 2580 2580 2580 2580	Hayden Merc	01-404460 01-404637 01-405411 01-405532 01-405837 01-405843 01-406788 01-406823 01-407074	HC - Sewer Line Repair PW - Torx Sockets PW - Box Level PW - Hole Saw/Locktite PW - Bolts for Signs HC - Sewer Line Repair HC - Tape Measure, Elec Tape PW - Shop Coffee Parks - #4 Flatbed Install Drill Bit	03/03/2025 03/03/2025 03/04/2025 03/04/2025 03/04/2025 03/05/2025 03/05/2025 03/05/2025	4.99 41.58 79.99 37.83 1.16 29.98 26.58 65.94 29.99		
2580	Hayden Merc	01-407109	PW - HH Culvert Repair	03/05/2025	16.99		

/endor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
2580	Hayden Merc	01-407904	WTP Raw Pumps	03/06/2025	4.59		
2580	Hayden Merc	01-408873	DCP Bathroom Doors Paint	03/07/2025	115.91		
2580	Hayden Merc	01-411389	HC Fasteners	03/10/2025	34.48		
2580	Hayden Merc	01-412476	PW - Air Hose Connectors	03/11/2025	11.37		
2580	Hayden Merc	01-412486	HC - Sewer Line Repair	03/11/2025	55.97		
2580	Hayden Merc	01-412508	PW - Varmint Control	03/11/2025	28.17		
2580	Hayden Merc	01-412683	PW - Hanger Lift Repair	03/11/2025	23.57		
2580	Hayden Merc	01-412891	PW Office Supplies	03/11/2025	22.18		
2580	Hayden Merc	01-412901	PW - Hole Saw	03/11/2025	50.98		
2580	Hayden Merc	01-414945	PW - Outfall Deicer	03/13/2025	4.59		
2580	-	01-415185	PW - Clamps	03/13/2025	27.36		
	Hayden Merc		•				
2580	Hayden Merc	01-419023	Parks - Chainsaw Oil	03/17/2025	17.18		
2580	Hayden Merc	01-419861	Town Hall Lights	03/16/2025	18.96		
2580	Hayden Merc	01-420181	HC - Floor Scrubber Batteries	03/18/2025	10.76		
2580	Hayden Merc	01-420951	TH Light Repair	03/19/2025	54.99		
2580	Hayden Merc	01-422059	PD - Hardware for Flock PTZ Ca	03/20/2025	26.73		
2580	Hayden Merc	01-422225	PD - Hardware for Flock PTZ Ca	03/20/2025	381.60		
2580	Hayden Merc	01-422260	PD - Hardware for Flock PTZ Ca	03/20/2025	4.17		
2580	Hayden Merc	01-422319	PD - Hardware for Flock PTZ Ca	03/20/2025	17.90		
2580	Hayden Merc	01-422491	Parks -DCP Drinking Fountain Re	03/20/2025	19.88		
2580	Hayden Merc	01-422646	TC Meals	03/20/2025	167.52		
2580	Hayden Merc	01-425683	Parks - Snowcat Cover for Summ	03/24/2025	75.98		
2580	Hayden Merc	01-425948	PW - Sewer Truck Supplies	03/24/2025	21.66		
2580	Hayden Merc	01-426967	HC - Heavy Bag Repair	03/25/2025	4.59		
2580	Hayden Merc	01-428130	PW - Crandall Hydrant Repair	03/26/2025	32.89		
2580	Hayden Merc	01-428323	PW - HH Crandall Hydrant Repair	03/26/2025	18.90-		
2580	Hayden Merc	01-428326	PW - HH Crandall Hydrant Repair	03/26/2025	18.32		
2580	Hayden Merc	01-432713	HC - Gym Repair	03/31/2025	44.99		
2580	Hayden Merc	02-368529	HC - Sewer Line Repair	03/04/2025	17.94		
2580	Hayden Merc	02-369380	Parks - Flat Bed install Hole Saw,	03/05/2025	31.58		
2580	Hayden Merc	02-370278	WTP Raw Build	03/06/2025	4.99		
2580	Hayden Merc	02-373957	PW - Hanger Lift Pump	03/10/2025	12.97		
	-		PW - Drill Bits				
2580	Hayden Merc	02-374955		03/11/2025	23.99		
2580	Hayden Merc	02-375743	PW - Asphalt Patch & Concrete Mi	03/12/2025	1,495.41		
2580	Hayden Merc	02-375819	Parks - DCP Painting	03/12/2025	28.78		
2580	Hayden Merc	02-376666	DCP Painting	03/13/2025	9.99		
2580	Hayden Merc	02-376917	PW - Trash Cans for Leaves Sprin	03/13/2025	40.99		
	Hayden Merc	02-377614	PD Light Repair	03/14/2025	93.83		
2580	Hayden Merc	02-382096	PW - Hammer Handle	03/19/2025	14.99		
2580	Hayden Merc	03-322295	Parks - Chainsaws	03/03/2025	768.00		
2580	Hayden Merc	03-325029	DCP Bathroom Doors Paint	03/07/2025	25.97		
2580	Hayden Merc	03-335552	PD Light Repair	03/21/2025	6.78		
To	otal 2580:				4,189.63		
13220	Hayden Valley PTO	SPRING2025	Gold Level Sponsorship	04/14/2025	800.00		
To	otal 13220:				800.00		
13411	Kustom Signals, Inc	618659	PD - Radar Unit for Dodge Duran	03/26/2025	3,143.00		
To	otal 13411:				3,143.00		
5470	Lee's Keys Plus LLC	18114	HC - Key Changes	03/25/2025	32.50		
	otal 5470:				32.50		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
12828	Luminate Fiber LLC	1201APR2025	3001061201 HPD Broadband	04/01/2025	100.00		
12828	Luminate Fiber LLC	4701APR2025	3001154701 - Loadout Utilities	04/01/2025	73.85		
12828	Luminate Fiber LLC	6301APR2025	HC - 3001106301 Broadband	04/01/2025	260.00		
T	otal 12828:				433.85		
8375	MASON SIEDSCHLAW	2781	PD - Computer Firewall	03/18/2025	507.50		
T	otal 8375:				507.50		
13421	Mesa Planning & Design LLC	240409	Explorist - Conditional Use Permit	04/01/2025	225.00		
13421	Mesa Planning & Design LLC	240409	Moonlit Meadows	04/01/2025	75.00		
13421	Mesa Planning & Design LLC	240409	Uplift Apartments	04/01/2025	275.00		
13421	Mesa Planning & Design LLC	240409	Planner Updates	04/01/2025	75.00		
T	otal 13421:				650.00		
12910	Mueller, Kaitlyn	02	Arts - Sip & Paint Instruction	04/01/2025	70.00		
T	otal 12910:				70.00		
8920	Murdoch's Ranch & Home Craig	INV-013158126	PW - Hockaday Clothing	03/04/2025	159.44		
8920	Murdoch's Ranch & Home Craig	INV-013165633	PW - Vac Trailer Suction Hose	03/05/2025	39.90		
8920	Murdoch's Ranch & Home Craig	INV-013278627	PW - Poplar St Bridge Chicken Wi	03/11/2025	309.98		
8920	Murdoch's Ranch & Home Craig	INV-013284280	PW Clothing Bennett	03/12/2025	174.99		
T	otal 8920:				684.31		
13480	Napa Auto Parts	10109-452114	PW - Vac Trailer Fittings	03/05/2025	49.36		
13480	Napa Auto Parts	10109-452161	PW - Heat Shrink Tube	03/06/2025	22.98		
13480	Napa Auto Parts	10109-452276	PD - Fuses and Cleaning Kit	03/11/2025	36.48		
13480	Napa Auto Parts	10109-452298	PW - Truck #4 Shocks	03/12/2025	161.48		
13480	Napa Auto Parts	10109-452306	PW - Truck #4 Shocks	03/12/2025	163.38		
13480	Napa Auto Parts	10109-452562	PW - 3 Wheeler Fuel Filter	03/20/2025	6.36		
13480	Napa Auto Parts	10109-452565	PW - Ball Field Groomer Parts	03/20/2025	53.46		
13480	Napa Auto Parts	10109-452583	PW - Ball Field Groomer Parts Re	03/21/2025	25.47-		
13480	Napa Auto Parts	10109-452599	PW - Ball Field Groomer Oil Chan	03/21/2025	35.72		
13480	•	11262024	Misc Refund	11/26/2024	28.44-		
	Napa Auto Parts	452073	PW - Torx Socket	03/03/2025	17.98		
	Napa Auto Parts	452447	PW - Sweeper Oil Maintenance	03/17/2025	95.06		
	Napa Auto Parts	452466	PW - Sweeper Maintenance	03/17/2025	95.66		
	Napa Auto Parts	452654	PW - Sewer Truck Shop Towels	03/24/2025	16.99		
	Napa Auto Parts	452903	PW - Shop Rags	03/31/2025	36.05		
	Napa Auto Parts	927091	PW - Truck #4 Flat Bed Conversio	03/12/2025	21.98		
13480	Napa Auto Parts	928292	PW - Ignition for Groomer	03/21/2025	33.24		
T	otal 13480:				792.27		
8860	Northwest Diesel Sales &	34016	PW - Vac Truck Coding Reading	04/01/2025	194.35		
T	otal 8860:				194.35		
13256	PDS INC	AR94995	PW - Copier	04/09/2025	4.45		
T	otal 13256:				4.45		
13334	PVS DX, INC	DE73000247-2	PW - WW Chemicals, Chlorine &	03/31/2025	120.00		

Town of Hayden

# Payment Approval Report - Hayden Vendor Name Report dates: 4/11/2025-4/11/2025

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/endor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
To	otal 13334:				120.00		
13497	Qualifications Targets Inc	22501811	PD - Firearm Target Backers	04/01/2025	163.15		
To	otal 13497:				163.15		
13199	Rebecca Otterman	200	PW - Pit Run Street Gravel	03/27/2025	960.00		
To	otal 13199:				960.00		
13194 13194	RubinBrown LLP RubinBrown LLP	1046941 1046941	Admin - CPA Services Water Admin - CPA Services	03/31/2025 03/31/2025	1,340.00 670.00		
	RubinBrown LLP	1046941	Sewer Admin - CPA Services	03/31/2025	670.00		
13194	RubinBrown LLP	1046941	HC - CPA Services	03/31/2025	670.00		
To	otal 13194:				3,350.00		
7090	Samuelson's - Craig	311099	TH - Light Repair	03/19/2025	30.00		
7090	Samuelson's - Craig	K10349	HC - Sewer Project Cement Mix	03/06/2025	94.90		
To	otal 7090:				124.90		
13327	Southern Tire Mart LLC	5450012644	PD - Summer Tires for 6 Vehicles	03/31/2025	2,988.45		
To	otal 13327:				2,988.45		
10530	Staples Business Advantage	6027959735	TH - Coffee	03/29/2025	58.69		
To	otal 10530:				58.69		
13047	Steadman Group LLC	HAYD2-2502	Region 1 Opioid Facilitation	04/03/2025	7,068.75		
To	otal 13047:				7,068.75		
13478	Steamboat Engineering & Design	25006B	Geothermal Building Design	04/08/2025	1,833.65		
To	otal 13478:				1,833.65		
12634	Sunrise Engineering, Inc.	0147862	NW Colorado Business Park CM	11/04/2024	3,525.00		
12634	Sunrise Engineering, Inc.	0148999	NW Colorado Business Park CM	12/10/2024	11,775.00		
12634	Sunrise Engineering, Inc.	ARIV1001828	NW Colorado Business Park CM	04/07/2025	6,092.57		
To	otal 12634:				21,392.57		
12574	Survival Armor, Inc	0148772-IN	PD - Ballistic Vest Carrier Adler	03/27/2025	311.61		
To	otal 12574:				311.61		
3710	Town of Hayden	MAR2025	2163.01 Community Garden Utilit	03/31/2025	84.45		
3710	Town of Hayden	MAR2025	1208.01 513 S Poplar St park	03/31/2025	57.62		
3710	Town of Hayden	MAR2025	2035.01 249 Hawthorn	03/31/2025	180.88		
3710	Town of Hayden	MAR2025	2036.01 513 S Poplar St	03/31/2025	185.66		
3710	Town of Hayden	MAR2025	2044.01 351 Vista Verde Dr	03/31/2025	87.03		
3710	Town of Hayden	MAR2025	2046.01 326 Lake View	03/31/2025	172.79		
3710	•	MAR2025	2090.01 Industrial Park A	03/31/2025	62.62		
3710	Town of Hayden	MAR2025	231.01 229 S 3rd St park	03/31/2025	510.26		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided	
3710	Town of Hayden	MAR2025	232.01 40500 CR 183	03/31/2025	630.83			
	Town of Hayden	MAR2025	355.01 1200 W Jefferson	03/31/2025	174.30			
	Town of Hayden	MAR2025	436.02 Hayden Center	03/31/2025	704.39			
	Town of Hayden	MAR2025	534.01 101 S Chestnut	03/31/2025	506.82			
	Town of Hayden	MAR2025	694.02 135 Walnut Street	03/31/2025	84.45			
	Town of Hayden	MAR2025	15.01 1250 W Jefferson	03/31/2025	271.51			
	Town of Hayden	MAR2025	92.01 178 W Jefferson	03/31/2025	97.10			
	Town of Hayden	MAR2025	94.01 Bulk Water	03/31/2025	142.59			
37 10	Town of Hayden	WANZUZU	94.01 Bulk Water	03/31/2023	142.59			
To	otal 3710:				3,953.30			
13352	TransUnion Risk & Alternative	6609912-2025	PD & Court - People Address Sea	04/01/2025	75.00			
To	otal 13352:				75.00			
13190	Trey Steven Mullen	777	Media/Communications	04/02/2025	2,000.00			
To	otal 13190:				2,000.00			
13417	Twin Enviro - Apex	206293	PW - Roll Off 30YD	01/30/2025	748.80			
	Twin Enviro - Apex	MAR2025	Residential Trash Service	03/31/2025	28,831.99			
To	otal 13417:				29,580.79			
40004	LINIOO	005000705	\A(\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\ti}\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\ti}\titex{\ti}\text{\text{\text{\text{\text{\text{\text{\text{\text{\ti}\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\tex	00/04/0005	24.44			
	UNCC	225030765	Wtr - Utility Locates	03/31/2025	21.14			
12804	UNCC	225030765	Swr - Utility Locates	03/31/2025	21.15			
To	otal 12864:				42.29			
7070	USA BlueBook	INV00666723	WWTP Signage	03/31/2025	133.91			
To	otal 7070:				133.91			
13086	Vital Records Holding, LLC	4818870	Admin - Destruction Bins	03/31/2025	116.51			
To	otal 13086:				116.51			
3880	Wagner Equipment Co	P04C0349805	PW - Moldboard Parts for Grader	03/19/2025	27.32			
3880	Wagner Equipment Co	P04C0349806	Water Plant Generator Repair	03/19/2025	28.84			
3880	Wagner Equipment Co	P04C0349888	WTP Generator Repair	03/26/2025	160.95			
3880	Wagner Equipment Co	P04C0349889	WTP Generator Repair	03/26/2025	114.09			
3880	Wagner Equipment Co	P04C0349890	WTP Generator Repair	03/26/2025	34.02			
3880	Wagner Equipment Co	P04R0124897	PW - Return Moldboard Parts for	03/19/2025	273.20-			
To	otal 3880:				92.02			
4010	Yampa Valley Electric	3101APR2025	730013101 513 S Poplar Parks	04/10/2025	282.70			
4010	Yampa Valley Electric	3501APR2025	730013501 513 S Poplar Pond	04/10/2025	147.76			
	Yampa Valley Electric	7601APR2025	780017601 Lake View Parks Elect	04/10/2025	60.45			
4010	Yampa Valley Electric	8001APR2025	700008001 Wash & Ash Elec	04/10/2025	195.83			
4010		8103APR2025	730008103 3rd St Parks Electric	04/10/2025	218.10			
	Yampa Valley Electric	8803APR2025	780008803 Golden Meadows Pu	04/10/2025	938.68			
4010	•	9402APR2025	730009402 Key Pump Electric	04/10/2025	113.97			
To	otal 4010:				1,957.49			
12400	Vomna Valley Customakility C	16605	DC Climata Astion Callabanet	02/24/2025	16 404 60			
13128	Yampa Valley Sustainability Coun	16695	RC Climate Action Collaborative	03/31/2025	16,121.00			

Town of Hayder
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## Payment Approval Report - Hayden Vendor Name Report dates: 4/11/2025-4/11/2025

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
To	otal 13128:				16,121.00		
4245	Zirkel Wireless, LLC	37072	DCP Internet # 19811	04/01/2025	124.00		
4245	Zirkel Wireless, LLC	37183	WTP 16470	04/01/2025	102.57		
4245	Zirkel Wireless, LLC	39313	PW Shop 16471	04/01/2025	99.00		
To	otal 4245:				325.57		
Gr	rand Totals:				187,771.45		

#### Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.



## Town of Hayden

## Town Council Agenda Item

MEETING DATE: April 17, 2025

AGENDA ITEM TITLE: Consideration to appoint Daniel Buri to the Hayden Economic Development

Commission.

AGENDA SECTION: Consent Agenda

PRESENTED BY: Tegan Ebbert, Deputy Town Manager.

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

#### BACKGROUND REVIEW:

Daniel Buri is a Hayden resident who has lived in the Yampa Valley for 12 years. He works as an ecommerce marketing manager for Big Agnes and has a Masters in Business Administration. He has a comprehensive educational and professional background that will make him a wonderful asset to the Hayden Economic Development Commission. His desire is to use his experience and education to help create connection and support with area businesses in Hayden.

Staff feel Daniel will be a benefit to the commission.

**RECOMMENDATION:** Move to appoint Daniel Buri to the Hayden Economic Development Commission as a regular member.

MANAGER RECOMMENDATION/COMMENTS: I concur with the recommendation.

Members of the Economic Development Commission,

I appreciate your consideration for the open commissioner position. The main takeaway that I'd like you to have from this letter is that I believe that Hayden has immense potential from a business and growth perspective, and I'd like to be a part of shaping the town's future in a way that balances the character of our rural community with the needs of a growing municipality. While I may be new to town, I have lived in the Yampa Valley for 12 years, and I hope to put my experience working in the valley, as well as my educational background, to use in service of the town of Hayden and its residents.

Throughout my tenure here, I have worked for various businesses in the valley, including ski shops, retail stores, restaurants, mountain resorts, and gear manufacturers. I have come to understand the unique economic landscape that is the Yampa Valley, and the challenges that successful businesses must overcome to thrive. In my current role, I oversee all international in-house ecommerce sales, including setting sales priorities, directing marketing efforts, reporting on performance and even product copywriting. I have been a part of ventures of all sizes in this valley, and I know that I have the knowledge to help both aspiring and established businesses thrive here.

From an educational standpoint, I recently completed my Masters of Business Administration at Western Colorado University in Gunnison. Aside from the standardized aspects of the MBA curriculum, as part of the program we spent significant time analyzing, performing case studies on, and advising businesses in the Gunnison Valley. A significant focus of the program was understanding the realities of starting, owning, and operating businesses in rural mountain communities like ours and the Gunnison/Crested Butte area. Many of my colleagues and alumni from the program have started businesses of their own, and I have and continue to council them whenever solicited. I hope to leverage the skills, knowledge, and connections gained through my graduate program experience to assist business owners and neighbors here in Hayden.

Overall, I am simply looking for a way to give back to my community, make local connections, and use my experience and knowledge in a positive way. I hope this letter finds you well, and once again, I appreciate your consideration.

Sincerely, Daniel Buri

## **RESOLUTION NO. SERIES 2025**

# A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH Click or tap here to enter text.

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

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

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

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

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

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

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

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

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

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

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

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

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



## Town of Hayden

## Town Council Agenda Item

MEETING DATE: April 17, 2025

**AGENDA ITEM TITLE**: Consideration to approve a Letter of Interest to participate in the CHFA Small Scale

Development Pilot program.

**AGENDA SECTION**: New Business

PRESENTED BY: Tegan Ebbert, Deputy Town Manager.

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

#### BACKGROUND REVIEW:

The Town of Hayden participated in the CHFA Small-Scale Housing Technical Assistance Program, a program designed to support entities in understanding the development process for affordable housing projects containing 25 or fewer units. The technical assistance included support from technical professionals to develop a concept design, concept budget, and action plan. The draft plan was presented at the Town Council meeting on April 3<sup>rd</sup>.

CHFA has extended an invitation for the Town of Hayden to participate in the CHFA Small Scale Development Pilot program. This is a subsequent program that CHFA developed to support some of the Technical Assistance program participants to further their concepts through the development process. This is a new program that CHFA is offering and includes support bridging the capital gap in the project.

The technical assistance support consultants and CHFA have put together some addition information documents included in this packet and intend on being available virtually during the meeting to answer further questions.

In order to engage in the Small Scale Development Pilot Program, the Town must submit a letter of interest to CHFA signed by the individual that will act as the primary contact for the project.

### RECOMMENDATION:

Move to approve and authorize the Town Manager to sign a Letter of Interest to participate in the CHFA Small Scale Development Pilot Program.

MANAGER RECOMMENDATION/COMMENTS: I concur with the recommendation.



denver

1981 Blake Street Denver, CO 80202

303.297.chfa (2432) 800.877.chfa (2432) PO Box 60 Denver, CO 80201 800.659.2656 tdd

www.chfainfo.com

348 Main Street Grand Junction, CO 81501 970.241.2341 800.877.8450

western slope

April 10, 2025

### **Mathew Mendisco**

Town Manager Town of Hayden 178 West Jefferson Ave. Hayden, CO 81639

Subject: Invitation to Apply for the CHFA Small Scale Development Pilot

Dear Mr. Mendisco,

We are pleased to inform you that your project, Town of Hayden (the "Project"), has been assessed as a strong candidate for the CHFA Small Scale Development Pilot (the "Pilot Program") based on the evaluation of our risk matrix and your participation in the Small-Scale Technical Assistance Program. Your Project's alignment with our selection priorities highlights its potential to successfully address affordable housing needs within your community.

Your Project has demonstrated strength across several key areas, including:

- 1. **Housing Needs Assessment:** Alignment with local market needs and unit absorption.
- 2. **Funding Viability:** A well-structured financial plan with a gap funding strategy.
- 3. **Entitlements and Zoning Compliance:** Pathway to site plan and building permit.
- 4. Land Acquisition and Site Control: Secured or pending site control.
- 5. **Local Construction and Labor Availability:** Confidence in local labor resources or modular construction options.

Participation in the Pilot Program offers further support in bringing your Project to fruition, including potential access to additional financial gap resources, project management through the development process, and financing solutions. Please note that any such support remains subject to additional reviews to be conducted by CHFA under the Pilot Program and CHFA's approval of such support, if and as applicable.

As for next steps, we will invite you to a meeting with members of our leadership team to discuss the Pilot Program and, if you are interested in proceeding, require within 30 calendar days of such meeting: a) a signed Letter of Interest, in the form attached as <u>Attachment A</u> or substantially similar form acceptable to CHFA; and b) any other documents and information deemed by CHFA reasonably

necessary to move forward. CHFA will then prepare and send to you its Program Participation Agreement for review and execution. Such Program Participation Agreement will provide additional detail regarding the Pilot Program, including respective rights and obligations of the parties. Once the Program Participation Agreement is fully executed, CHFA will then commence a more comprehensive review of the Project which will include, in part, underwriting the Project for funding feasibility and review of the local capacity to manage the Project post-construction.

If you decide to participate in the Pilot Program, we recommend your organization consider engaging legal counsel, if not already retained, to assist with legal questions, reviews and other legal matters relating to the Pilot Program or Project.

We are excited about the potential impact of your Project. Should you have any questions regarding the process or eligibility criteria, please do not hesitate to contact **Tim Reinen** at **(201) 602-8946** or **tim@reinenconsulting.com**. Thank you for your commitment to addressing affordable housing needs. We look forward to meeting with you and continuing this important work together.

Sincerely,

Chris S. Lopez

Chris S. Lopez Community Relationship Manager – SW Colorado (970) 812-1142 cslopez@chfainfo.com

# **Attachment A**

to

CHFA Invitation to Apply for the CHFA Small Scale Development Pilot

# **Letter of Interest Form**

[Please see attached]



April 18, 2025

John Plakorus Manager, Regional Community Relationships Colorado Housing and Finance Authority 1981 Blake Street Denver, CO 81301

Subject: Letter of Interest for CHFA Small Scale Development Pilot

Dear Mr. Plakorus,

We are pleased to submit this Letter of Interest to confirm our desire to participate in the CHFA Small Scale Development Pilot for our project, Town of Hayden (the "Project").

Our Project is aligned with the objectives of the CHFA Small Scale Development Pilot, and we are confident in our Project's potential to provide meaningful solutions to local housing challenges. As such, we are prepared to move forward with the next steps outlined in your letter.

## **Project Overview:**

- Project Name: Hayden Area Entry Level Housing Program
- Project Location: 365 S Poplar Street, Hayden, Routt County, Colorado
- Key Features: A small scale housing development intended to serve Hayden area, entry level, public service employees earing between 30-80% of the area median income. The conceptual design has 10 (ten) units across 1, 2, and 3-bedroom layouts
- Development Status: The Town of Hayden completed the Small-Scale Housing Technical Assistance
  Program and the action plan has been presented to the Town Council. The Town owns the subject
  property and will be decommissioning it existing use in the near future leaving the site vacant.

We acknowledge CHFA's request to submit this letter, and any other information and documentation deemed reasonably necessary by CHFA within 30 days of our meeting and are committed to providing the necessary materials to facilitate CHFA's continued review. If we are approved to participate in the Pilot Program, our team is prepared to engage in the process fully and use best efforts to help ensure the success of the Project.

Sincerely,

Mathew Mendisco Town Manager Town of Hayden 970-276-3741 Mathew.mendisco@haydencolorado.org

# **CHFA Small-scale Housing Financing Pilot Program**

## A New Tool for Rural Housing

Colorado Housing and Finance Authority (CHFA) has launched the **Small-scale Housing Financing Pilot Program** to help rural communities develop affordable rental housing. Unlike conventional financing, this pilot is tailored specifically for small-scale developments, providing flexible and affordable capital to overcome the unique challenges faced by rural projects. This pilot will directly inform the design of a future statewide program.

Out of more than 60 projects that have gone through CHFA's Small-scale Technical Assistance program, **two exemplary projects** were selected to participate in this pilot — making this a highly competitive and impactful opportunity to shape the future of rural housing finance in Colorado.

### **Program Highlights**

## **Purpose:**

To deliver quality rental housing affordable to rural communities while supporting long-term stability and economic resilience.

### **Eligible Projects:**

- Rural and small-town Colorado communities
- Small-scale developments (generally 4-24 units)
- Community-priced rental housing
- Projects aligned with local housing needs and advanced through CHFA's Small-scale Housing Technical Assistance program

## **Program Benefits:**

- Offers below-market financing (compared to conventional loan rates often exceeding 6-8% for rural rental housing)
- Avoids the need for high-yield equity; the pilot program does not require private investors demanding 8-12% annual returns, making it more affordable
- Tailored to small-scale rural developments typically too small to utilize Low-Income Housing Tax Credits (LIHTC)
- Includes consultant support to help grantees coordinate and deliver the project from concept to completion

## **Financing Structure**

The Small-scale Housing Financing Pilot Program offers a unique, mission-driven structure:

## 1. Primary Loan

- Below-market interest rate (typically less than half of market rates for similar projects)
- Up to a 40-year term

Repaid through project cash flow

#### 2. Soft Second Loan

- 0 percent interest
- Repaid with 50 percent of project cash flow after operating expenses and debt service
- o Balance is due upon sale, refinance, or full repayment of the first loan

This financing structure creates a modest cash flow while maintaining affordability for tenants.

## **Typical Compliance and Program Requirements**

- Affordability: Rents generally limited to 40 percent to 80 percent of Area Median Income (AMI)
- **Deed Restriction**: Typically 30-40 years, matching the loan term
- Rent Increases: Limited to annual AMI adjustments, ensuring predictability for tenants
- **Visitability & Accessibility**: Varies by project scale and funding sources, but smaller rural projects may have fewer federal-level accessibility mandates
- **Risk Mitigation**: CHFA applies pragmatic underwriting, reserve, and risk safeguards appropriate for small-scale projects

## Why Rural Communities Are Participating

Rural Colorado communities face:

- Critical shortages of housing for essential workers
- Limited development due to small project sizes and high fixed development costs
- Retention challenges for teachers, healthcare workers, local government staff, and other vital employees

The Small-scale Housing Financing Pilot Program has been created to respond to this gap. Participants can use the pilot to develop housing that directly meets workforce needs while ensuring affordability over time.

## What Makes the Pilot Program Different?

- Fits small-scale, rural projects: Right-sized for 4–24-unit developments
- **Predictable and stable cash flow**: Affordable rents while still providing an asset for ownership entities like school districts or nonprofits
- **Precedent-setting**: Participants will help shape a permanent program to serve rural Colorado beyond the pilot phase

# CHFA PRE-DEVELOPMENT TECHNICAL ASSISTANCE

# **TOWN OF HAYDEN**



# TABLE OF CONTENTS

- Introduction
- Process
- Site Visit
- Site Analysis
- Proposed Project Summary
- Concept Design
- Alignment with Existing Conditions
- Project Financing
- Funding Sources
- Action Items
- Acknowledgments
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# INTRODUCTION

# Project Background

Hayden, Colorado, is a small town nestled in the Yampa Valley in northwest Colorado. With a population of around 2,000 residents, Hayden boasts a rich history rooted in agriculture, ranching, and mining. Located just off U.S. Highway 40, it serves as a gateway to the surrounding scenic beauty, including the nearby Routt National Forest and the Yampa River.

Hayden is considering future uses for a parcel of town owned land that is currently serving as a community skate park. This parcel is at 362 S. Poplar, east of a manufactured home park and north of the County Fairgrounds. The town is moving the skate park to a larger location and would like to repurpose the existing site to become 5-7 units of housing that would be affordable to town employees and other residents that fill critical positions in the community.



The town has assembled stakeholders from the local school district, police department, fire department, and childcare center to offer input about what their respective workforce housing needs are. Future community conversations are planned based on the draft concept plan.

The irregularly shaped parcel is approximately  $\frac{2}{3}$  of an acre and has frontage on both South Poplar Street to the east and South 1st Street to the west.

The goal of the technical assistance, awarded through the Colorado Housing and Finance Authority, is to provide a clear and actionable plan to advance community priorities for the site. This includes identifying and detailing funding options and their availability, offering design direction that aligns with the town's vision, and outlining practical next steps to achieve these goals.

# **Current Housing Market - Routt County**

The town of Hayden conducted a housing needs assessment in Summer of 2022 which identified a need for 125-150 additional units by 2027. The price points most needed are between 50%-150% AMI for ownership units and between <30%-100% AMI for rental units.



# Key findings about Hayden's housing inventory include:

- · 84% of the housing stock is single-family or mobile homes.
- 70% of households have 3 or fewer people in them, yet only 33% of homes have 2 bedrooms or fewer.

Source: Town of Hayden Housing Needs Assessment Summer 2022

Based on the affordability standard of households paying no more than 30% of their household income on housing costs, a two-person household earning the median income could afford a monthly rent of \$2,383/month.

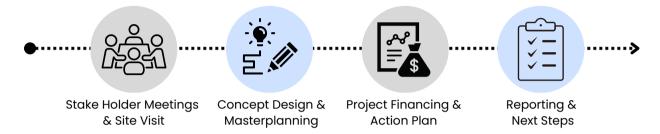
Household	Annual Income	Affordable Purchase	Affordable Rent
Two people 120% AMI	\$114,360	\$395,200	\$2,859
Two people 100% AMI	\$95,300	\$329,300	\$2,383
Two people 80% AMI	\$76,240	\$263,500	\$1,906
Two people 60% AMI	\$57,180	\$197,600	\$1,430

<sup>&</sup>lt;sup>1</sup>Assumes a 7.2% interest rate

Source: CHFA 2024 Rent and Income Tables, Consultant Team

# **PROCESS**

The Technical Assistance (TA) process for the Hayden Project is designed to provide comprehensive support throughout the planning and development phases. This assistance ensures that the project is both financially viable and aligned with community goals.



- **Kickoff meeting/Site visit:** Conduct an initial meeting to assess the site and discuss project objectives.
- Concept designs: Develop preliminary designs based on site constraints and goals.
- **Design feasibility:** Evaluate the feasibility of the proposed designs.
- Financial feasibility: Assess the financial viability of the project.
- **Final report:** Outline the steps necessary for project success & sponsor driven next steps.



# SITE VISIT

The CHFA SHIP team and project stakeholders conducted a site visit and design workshop on September 30th, 2024. The discussion covered site constraints, planning and zoning, desired outcomes, and discussion of a series of preliminary design ideas. Participants included:

- Tegan Ebbert, Community Development Director, Town of Hayden
- Selena Frentress, Program Director, Totally Tots Totally Kids
- Kevin Corona, Project Manager, Town of Hayden
- · Trevor Guire, Fire Chief, West Routt Fire
- · Brad Parrott, Assistant Fire Chief, West Routt Fire
- Eric Owen, Superintendent, Hayden School District
- · Scott Scurlock, Hayden Police Chief
- Margie Joy, Community Relationship Manager, Colorado Housing and Finance Authority
- · Mary Coddington, Founder, Twelve Inc.
- Tim Reinen, Principal, Reinen Consulting

# **Project Goals**

During the site visit, the project sponsor team identified the following goals and priorities for the project:

- 5-12 units of rental housing
- 30-80%
- Create housing options for entry level employee for critical jobs
- Reduce the need for employees to commute from Steamboat Springs and Craig

Between the Police
Department, Fire
Department, Public Works,
and School District,
stakeholders report being
able to fill 8 units today.



# SITE ANALYSIS



# Zoning

The property is currently in the Open District (O) which is intended to allow for public uses such as parks, open space, schools, and the fairgrounds. The district is not intended for residential uses. In the town's future land use map, Hayden identifies the area as Residential Medium Density (RMD) which is intended to provide compact residential development and create neighborhoods adjacent to community destinations.

Description	Existing	Proposed
Zone District	O - Open District	RMD - Residential Medium Density
Allowed Residential Uses	Detached Single Family, Accessory Dwelling Units, Group Homes	Detached Single Family, Accessory Dwelling Units, Duplexes, Cluster, Zero Lot Line and Attached Single Family, Group Homes
Minimum Lot Area	1 acre/DU	4,000 sq ft/DU
Lot frontage	150 ft per DU	40 ft
Height	2.5 stories or 25 ft	3.5 stories or 35 ft
Setbacks	Front - 50 ft Side - 10 ft Rear - 20 ft	Front - 20 ft Side - 10 ft Rear - 10 ft
Parking	1 space per bedroom, up to 2 per unit	1 space per bedroom, up to 2 per unit

# Other Site Considerations

- · Water and sewer mains are adjacent to the site on 1st Street.
- The town has expressed plans to heat units on the site using geothermal.
- The site is currently one parcel and the development program would function as a cluster of dwelling units. The proposed development program requires a minimum of 17 parking spaces.

# PROPOSED PROJECT SUMMARY

Based on the goals identified during the project kickoff, the TA team has developed a concept that includes 10 units of rental housing that includes one-, two-, and three-bedroom layouts. Primary site access is from S. 1st Street, with 20 resident parking spaces in a shared lot. The homes are oriented to face a central green, with the one-bedroom and two-bedroom units functioning as duplex housing forms and the three-bedroom units as detached single family housing.

Unit Type	Units	Size	Proposed Rent	Income Level
1 bed; 1 bath	1	450 sf	\$893/mo	40% AMI
1 bed; 1 bath	2	450 sf	\$1,116/mo	50% AMI
2 bed; 1 bath	1	908 sf	\$1,072/mo	40% AMI
2 bed; 1 bath	2	908 sf	\$1,340/mo	50% AMI
3 bed; 2 bath	4	1,216 sf	\$1,689/mo	60% AMI
TOTAL	10	8,938 sf	Ann. \$171,708	~52% AMI



Town of Hayden





Town of Hayden



# ALIGNMENT WITH EXISTING CONDITIONS

The site concept plan aligns well with the existing conditions. While the site will require a rezoning to accommodate the proposed use, it is consistent with the town's future land use map. Additionally, the proximity of existing infrastructure minimizes the need for extensive utility extensions, making the site more feasible for development. With municipal planning efforts driving the project forward, there is clear political support, reinforcing the town's commitment to addressing local housing needs.

An important consideration moving forward will be the tenant selection plan, which must be carefully structured to support the recruitment and retention of key community service personnel while ensuring compliance with fair housing laws.

# **PROJECT FINANCING**

# Importance of a Proforma Analysis

A proforma analysis is crucial for several reasons:

- Feasibility Assessment: It helps determine whether the project is financially viable and whether it will generate sufficient income to cover costs and provide a return on investment.
- **Budgeting and Planning:** It assists in creating a detailed budget and financial plan, ensuring that all potential costs and revenues are accounted for.
- **Risk Management:** By modeling different scenarios, the proforma analysis allows developers to anticipate potential financial risks and plan for contingencies.
- **Investor Confidence:** A well-prepared proforma can attract investors/partners and secure financing by demonstrating that the project is financially sound.
- Decision-Making Tool: It supports informed decision-making by providing a clear picture of the project's financial outlook, allowing stakeholders to adjust plans as necessary before committing significant resources.

# Town of Hayden Assumptions

Uses + Sources of Funds		
Uses of Funds		
Acquisition Costs	-	Purchase price for the land (in-kind)
Site Improvements	\$200,000	Grading, parking, & drainage
Construction	\$3,544,338	\$350/sf
Professional Fees	\$456,604	Estimated @12% of hard costs
Construction Finance	\$229,337	6.91% @ 60% accrual over 1 year; 65% LTC
Permanent Finance Loan Orig.	\$41,100	Estimated @ 1% of loan amount
Soft Costs	\$201,053	\$22/sf
Developer Fee/Profit	\$223,883	5% of hard and soft costs
Reserves	\$75,669	6 mo. of expenses and debt; 350/unit in replacement reserves
<b>Total Development Expenses</b>	\$4,971,983	
Sources of Funds		
First Mortgage	\$ 1,610,000	2.5%; 30 year Amortization; DSCR 1.20
Second Mortgage	-	
DOH Grant	\$ 550,000	\$550,000/unit
Total Sources	\$ 2,160,000	<b>Gap - \$ 2,811,983 Per Unit Gap - \$281,198</b>

Operations		
Annual Rental Income	\$171,708	52% AMI
Vacancy Rate	7%	Per CHFA guidelines for multifamily; if fewer than 10 units this increases to 10%
PUPA OpEx	\$6,800	Annual operating expenses/unit

# **Financing**

The project, as modeled, can finance approximately 32% of the overall development costs. Other strategies will need to be used to make the project viable. These include looking for other funding sources (some discussed below), assessing if project goals can be met with higher rental rates, finding opportunities to reduce development costs, and improving the efficiency in the operating budget.

# **FUNDING SOURCES**

The following list details timelines and next steps for specific funding sources that may be aligned with the Skate Park project. This is not intended to be an exhaustive list of funding sources available.

# **Division of Housing Grants**

- Awarded through: The Colorado Department of Local Affairs
- Application Deadline: Rolling
- Anticipated Awards:
  - \$55,000/affordable unit
    - For-profit developers receive deferred loans
    - Non-profit and housing authorities may receive grants
- Award Date: 4-6 months post application
- Fund Uses:
  - Construction
  - Renovation
- Grant Requirements: Generally under 60% AMI for rent and 100% AMI for sale

## Scoring Criteria:

- Shovel readiness
- Market need
- Underserved communities are viewed favorably
- Projects are underwritten for financial viability, and DOH has numerous underwriting quidelines

## · Next Steps:

- Preapplication conference with James Russell at Division of Housing James Russell, Housing Development Specialist (303) 902-6403
  - james.russell@state.co.us
- Complete application and proforma

# Prop 123 - Affordable Housing Finance Fund

Prop 123 can become locally available if the local municipality opts into the program and makes a commitment to increase their affordable housing stock. As the Town of Hayden has opted into the program, the project can apply for the Affordable Housing Finance Fund's Equity program or Concessionary Debt program both administered by CHFA. The Equity program provides an equity investment for the construction and preservation of affordable housing. The Concessionary Debt program can provide debt financing for low-and middle-income multifamily rental developments serving 60% AMI or below, unless supported by a secondary source of financing:

# · Eligibility:

- Equity: For-profits, non-profits
- Concessionary Debt: Non-profits, for-profits, governmental entities, tribal governments

# • Equity Fund Requirements:

Maximum 90% average AMI for all restricted units

## · Priorities:

- High-density housing
- Mixed-income housing
- Environmental sustainability

## Next Steps:

- Look for more information coming soon on the application process.
- Contact
- Equity@chfainfo.com
- Concessionarydebt@chfainfo.com

# **Gates Family Foundation - Capital Grants**

The Gates Family Foundation capital grants can be up to \$1,000,000 for building purchases, construction, expansion, renovation, and/or land acquisition. Only non-profit organizations with capital projects that benefit Colorado and its residents are qualified to apply.

- Awarded by: Gates Family Foundation
- Applications Deadlines: Two rounds annually
  - March 15th
  - September 1st

## Priorities:

- Projects that address root problems with substantive solutions
- Projects with evidence of community involvement in setting project priorities
- Projects in rural and low-income areas across Colorado where there are fewer individuals and institutions providing support for capital projects
- Projects that serve individuals and communities of color who have faced historic inequities and lack of access to funding
- Projects with strong engagement and financial support from the organization's governing board
- Projects that reinforce the foundation's strategic priorities in K-12 public education, natural resources, community development, and informed communities
- Projects that address climate change, and/or incorporate green building and sustainable development practices

## Next Steps:

 Reach out to Lisa Rucker Senior Program Officer/Grants Manager <u>Irucker@gatesfamilyfoundation.org</u>
 (303) 722-188

# <u>US Bank- Community Possible Grant</u> <u>Program (HOME)</u>

US Bank's HOME grants fund projects that connect families and individuals with sustainable housing opportunities. There are two other funding priorities that are not applicable for this project, they are Play and Work. Ensure you are selecting Home when applying. The project requires partnership with a non-profit to be eligible for this funding.

- · Awarded by: U.S. Bank Foundation
- · Applications Open: Letters of Interest are accepted on a rolling basis

## Priorities:

- Preserve, rehabilitate, renovate or construct affordable housing developments for families, individuals, seniors, veterans and special-needs populations
- Provide transitional housing as a direct stepping stone to permanent housing
- Provide eviction prevention programs
- Create long-term affordable homeownership units through community land trusts
- Focus on veteran housing and homeownership
- Build green homes
- Provide clean energy retrofit programs
- Provide access to renewable energy
- Improve waste management systems to include recycling and composting programs

## Next Steps:

- Fully review <u>2024 Request For Applications</u>, updated annually.
- Wait to see if the project is invited to submit a full application.
- Additional questions can be submitted by email at <u>usbanksupport@cybergrants.com</u>



# **ACTION ITEMS**

Over the next year, the following steps are recommended to align with the specific needs of Hayden's workforce housing development:

# **Community Engagement & Stakeholder Collaboration**

- Host a targeted community meeting to gather additional feedback from town employees and critical workforce groups (e.g., public works, police, fire, school district, and childcare providers) on the housing concept.
- Develop a communications strategy to ensure transparency and continued engagement with residents, particularly addressing concerns about affordability, tenant selection, and community integration.
- Continue Coordination with local employers (e.g., school district, emergency services) to explore potential employer-assisted housing incentives, such as down payment assistance or rental subsidies.

# **Regulatory & Zoning Pathway**

- Determine the rezoning timeline and required approvals, identifying any necessary zoning amendments to facilitate multi-unit workforce housing.
- Develop a streamlined approvals roadmap, including necessary public hearings, planning commission reviews, and board of trustees' approvals.

# **Project Roles & Governance Structure**

- Clarify development and operational roles:
  - Determine whether the town, a housing authority, or an outside entity will serve as the project developer.
  - Identify who will be responsible for enforcing deed restrictions, rental qualifications, and compliance with affordability requirements.

# Financial Feasibility & Funding Strategy

- Refine the pro forma with updated cost estimates and potential financing structures, considering cost-reduction measures like prefabrication, modular construction, or in-kind contributions.
- Secure commitments from funding sources

## **Project Pre-Development & Construction Readiness**

- Commission a detailed market study to assess demand and confirm anticipated lease-up speed for units at various AMI levels.
- Complete all necessary due diligence, including environmental reviews, geotechnical surveys, and site feasibility studies.
- Issue an RFP for a general contractor and modular or architectural team, ensuring cost efficiency and adherence to workforce housing best practices.
- Explore geothermal or other energy-efficient infrastructure in alignment with the town's sustainability goals.
- Develop a tenant selection and lease-up plan, prioritizing critical workforce housing needs while ensuring compliance with fair housing laws.

## **Implementation & Construction Timeline**

- Secure necessary permits and approvals to break ground within the planned timeline.
- Begin infrastructure improvements and site work, targeting completion of units within 18-24 months.

# **ACKNOWLEDGMENTS**

## **LOCAL STAKEHOLDERS**

Tegan Ebbert, Community Development Director, Town of Hayden
Mathew Mendisco, Town Manager, Town of Hayden
Selena Frentress, Program Director, Totally Tots Totally Kids
Kevin Corona, Project Manager, Town of Hayden
Trevor Guire, Fire Chief, West Routt Fire
Brad Parrott, Assistant Fire Chief, West Routt Fire
Eric Owen, Superintendent, Hayden School District
Scott Scurlock, Hayden Police Chief
Margie Joy, Community Relationship Manager, Colorado Housing and Finance Authority

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# **APPENDICES**

# **DEVELOPMENT PROCESS**

**Due Diligence** Planning Approvals Phase 1: Pre-Community Outreach Market Study developent Zoning Approval **Appraisal** Site Plan Approval Phase 1 Environmental **Draft Covenants** Geotechnical Survey Site Boundary Survey **Engineering Survey** Title Review Team Selection/ Building Financing Phase 2: Design **Permit** Pre-Construction Apply for **Identify lenders** Select design team permit Grant **Architectural Drawings** applications Select Construction Team Pre-con pricing Construction Phase 3: Manage schedule and budget · Coordinate 3rd party Administer/review/approve: inspections Construction · Requests for Information · Coordinate pay applications Change orders Engage management Submittals company · Certificate of Occupancy **Building & Compliance** Lease Up/ Sale Management Phase 4: Marketing · Maintain fully leased building Move in & Follow tenant/buyer selection Plan for regular maintenance & Operation program future capital expenses Prepare for

inspections/reporting as required by funding sources

# **PROFORMA ANALYSIS**

A proforma analysis is essential for determining the financial feasibility of the project. It serves as a financial forecast and decision-making tool, allowing developers, investors, and stakeholders to evaluate the project's viability before moving forward. The proforma analysis involves several critical components:

# Estimate of Development Costs - Dev Budget Tab

Hard costs are the tangible expenses associated with the physical construction of the project. Hard costs include the cost of materials, labor, equipment, and any direct costs related to building the units. These are typically the most significant portion of the total development budget.

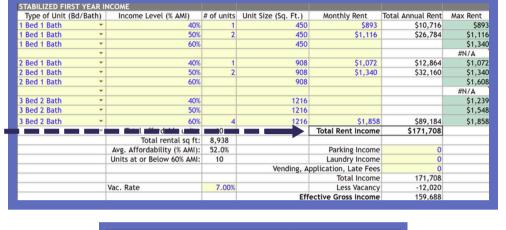
Soft costs typically encompass the indirect expenses related to the project, such as permitting fees, architectural and engineering services, legal fees, and any costs related to project management. Although they don't involve physical construction, soft costs are vital for ensuring the project meets all regulatory and design standards.

Development Budget	Total Cost	Cost/Unit	Cost/Sq Ft
ACQUISITION COSTS			
Land in kind		0	0.00
Existing Structures*		0	0.00
SUBTOTAL	\$0	0	0.00
SITE IMPROVEMENTS*			
On-Site Infrastructure	\$200,000	20,000	22.38
Off-Site Infrastructure		0	0.00
Demolition		0	0.00
SUBTOTAL	\$200,000	20,000	22.38
CONSTRUCTION*			
New Construction	\$2,815,470	281,547	315.00
Rehabilitation		0	0.00
Other (Specify)		0	0.00
SUBTOTAL	\$3,237,791	323,779	362.25
PROFESSIONAL FEES			
Architect Fees		0	0.00
Engineering Fees		0	0.00
Real Estate Attorney Fees		0	0.00
Surveys		0	0.00
Green Planning and Design Fees		0	0.00
Construction Management Fees		0	0.00
Construction Accounting		0	0.00
Other (Specify) 7.5%	\$242,834	24,283	27.17
SUBTOTAL	\$242,834	24,283	27.17
SOFT COSTS			
Tap Fees (Water/Sewer)	\$100,000	10,000	11.19
Impact Fees		0	0.00
Appraisals	\$5,000	500	0.56
Market Study	\$5,000	500	0.56
Environmental Studies (Phase 1, Phase 2, Lead, Asbestos, etc.)	\$7,000	700	0.78
Other Studies (traffic, wetlands, etc.)		0	0.00
Other (Specify)		0	0.00
SUBTOTAL	\$154,800	15,480	17.32
TOTAL DEVELOPMENT EXPENSES	\$4,303,287	430,329	\$481.46

Town of Hayden

# Revenue Forecast - Inc & Exp Tab

Projected rental income estimates the income generated from leasing the housing units. Rental income is projected based on factors such as Area Median Income (AMI), unit size, and market demand. The proforma analysis helps to determine whether the expected rental income will be sufficient to cover operating expenses and provide a return on investment.



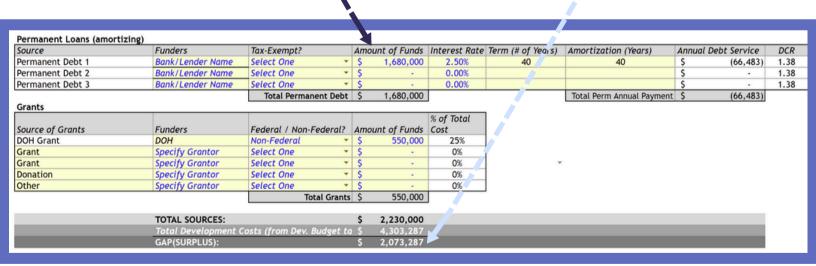
Operating expenses include the ongoing costs required to manage and maintain the property. These expenses may cover property management fees, maintenance and repairs, utilities, insurance, and property taxes. Accurate forecasting of these expenses is crucial for assessing the project's long-term financial sustainability.

EXPENSES	
Administrative Expenses	
Management Fee	\$6,614
Salaries	\$8,400
Benefits	
Legal	
Accounting	
Other (specify)	\$2,800
Total Administrative	\$17,814
Operating Expenses	
Fuel (Heat/Water)	
Electricity	\$3,400
Water	\$1,200
Sewer	\$1,200
Gas	
Trash Removal	\$1,000
Total Operating	\$6,800
Maintenance Expenses	
Maintenance Supplies	
Maintenance Salaries	
Repairs	\$1,200
Maintenance Contracts	\$1,200
Extermination	
Grounds	
Snow Removal	
Total Maintenance	\$2,400
Other Expenses	, , ,
Real Estate Taxes	
Payment in Lieu of Taxes	
Property Insurance	\$3,600
Replacement Reserve	\$3,200
Other (TBD)	\$24,000
Total Other	\$30,800
TOTAL ANNUAL EXPENSES	\$57,814
NET OPERATING INCOME	\$65,213
P.U.P.A. Expenses*	\$7,227
*P.U.P.A = Per Unit Per Annum Ex	

# Financing Gap Analysis - DOH Financing Tab

Identifying conventional financing involves determining how much of the project's cost can be financed through traditional methods, such as bank loans or mortgages. The analysis helps to identify the proportion of the total budget that can be covered by conventional loans, based on the project's projected cash flow and financial stability.

If there is a financing gap (i.e., the project costs exceed what can be financed through conventional loans), the proforma analysis will explore other funding options. This may include grants, tax credits, low-interest loans, or other financial incentives. Identifying and securing these additional funds is critical for ensuring the project's financial viability.



# **BUILDING THE CAPITAL STACK**

Every project has its own pathway to viability that typically involves a blend of debt and equity. For projects that have committed to service specific income ranges, there is usually also a need for grants, forgivable loans, and jurisdictional support. A typical capital stack for income restricted housing can consist of:

#### Grant Sources

- **State Grants:** Funds provided by state agencies to support specific project components or overall development, often with requirements related to affordability or project type.
- Local Grants: Grants provided by municipal or county governments to support community
  development projects, typically focused on meeting local housing needs or economic development
  goals.
- Philanthropic Grants: Non-repayable funds from foundations or nonprofit organizations, typically aimed at supporting social impact projects such as affordable housing or community development initiatives.

## Equity Sources

- **Land Donation**: The contribution of land by a public or private entity to a project at no cost or below market value, reducing development costs and providing equity in the form of land value.
- **Sponsor Contribution:** Funds or resources contributed by the project's sponsor or developer, demonstrating their commitment and reducing the amount of external funding needed.
- Deferred Developer Fee: A portion of the developer's fee that is deferred until completion and paid from project cash flow. It helps close funding gaps without outlay.
- Waived or Discounted Jurisdiction Fees: Reductions or waivers of development-related fees (such as permits or impact fees) by local jurisdictions, lowering overall project costs and enhancing financial feasibility.
- Tax Credits: Financial incentives provided through programs like the Low-Income Housing Tax Credit (LIHTC), which can be sold to investors to raise equity for affordable housing projects.

#### Debt Sources

- **Construction Loan:** A short-term loan used to finance the building phase of a project. It covers costs such as labor, materials, and permits, and is typically repaid or refinanced with a permanent loan once construction is completed.
- Permanent Loan: A long-term loan that replaces the construction loan once the building is completed
  and occupied. It is usually a mortgage with a fixed or variable interest rate, providing stability and
  predictable payments over a longer period.
- Second Mortgage: A subordinate loan secured against the property, often used to fill funding gaps. It
  has a lower priority than the primary mortgage in case of default, typically with higher interest rates
  and shorter terms.
- Forgivable Loan/Cash Flow Loan: A loan that may be partially or entirely forgiven if certain conditions are met, such as maintaining affordable rents. A cash flow loan, on the other hand, is repaid from the property's operating cash flow and often has flexible terms.