

AGENDA HAYDEN TOWN COUNCIL MEETING HAYDEN TOWN HALL - 178 WEST JEFFERSON AVENUE THURSDAY, AUGUST 7, 2025 6:30 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)

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REGULAR MEETING - 6:30 P.M.

1a. CALL TO ORDER

1b. MOMENT OF SILENCE

1c. PLEDGE OF ALLEGIANCE

1d. ROLL CALL

1e. COUNCILMEMBER REPORTS AND UPDATES

STUDY SESSION - Review and Discuss Special District for Dry Creek Village West Metropolitan District 1-3 (30 Minutes) 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 -

- 1. 4-H Presentation
- 2. Hayden Resiliency Work Group Project Presentation

3. Routt County Climate Action Plan Collaborative Presentation

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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.

Consideration of minutes for the Regular Meeting of July 24, 2025

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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.

2.	Consideration to Approve Ratified Payments dated July 21, 2025 in the amount of \$3,626.64	Page 133
3.	Consideration to Approve Ratified Payments dated July 29, 2025 in the amount of \$646,668.00	Page 134
4.	Consideration to Approve Ratified Payments dated July 30, 2025 in the amount of \$73,376.57	Page 135
5.	Consideration to Review and Approve Payments dated August 4, 2025 in the amount of \$807,106.31	Page 137

D. OLD BUSINESS

- 1. Ordinance 742 365 S Poplar Street Rezone Application
 - i. Public Hearing: ORDINANCE 742 AN ORDINANCE REZONING FROM THE OPEN (O) ZONING DISTRICT TO THE
 RESIDENTIAL MEDIUM DENSITY (RMD) ZONING DISTRICT, CERTAIN REAL PROPERTY CONTAINING
 APPROXIMATELY 28,322 SQUARE FEET, LOCATED AT 365 SOUTH POPLAR STREET AND LEGALLY DESCRIBED
 AS SET FORTH HEREIN.
 - ii. Review and Consideration to Approve 2nd Reading of ORDINANCE 742 AN ORDINANCE REZONING FROM THE OPEN (O) ZONING DISTRICT TO THE RESIDENTIAL MEDIUM DENSITY (RMD) ZONING DISTRICT, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 28,322 SQUARE FEET, LOCATED AT 365 SOUTH POPLAR STREET AND LEGALLY DESCRIBED AS SET FORTH HEREIN.

E. NEW BUSINESS-

1. Review and Consider for Approval of Financials Dated June 30, 2025

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2. Review and Consider for Approval of IGA Agreement for 2025 Coordinated Election with Routt County

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- F. PULLED CONSENT ITEMS
- G. STAFF AND COUNCILMEMBER REPORTS AND UPDATES
- H. EXECUTIVE SESSION -

FOR THE PURPOSE OF DETERMINING POSITION S RELATIVE TO MATTERS THAT MAY BE SUBJECT OT NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS, UNDER C.R.S. SECTION 24-6-402(4)(e

I. ADJOURNMENT



Memorandum

To: Town of Hayden, Town Council

From: David S. O'Leary and Brenden Desmond, Spencer Fane LLP

Re: Proposed Formation of Dry Creek Village West Metropolitan District

Date: June 30, 2025 (Revised and Resubmitted August 1, 2025)

The proposed Dry Creek Village West Metropolitan District (the "District") encompass the property generally located west of County Road 37, south of Crandell Street, and north of East Hayden Parkway in the Town of Hayden (the "Town") and includes approximately 18.90 acres of residential development within their initial boundaries. The District is proposed to provide services and have powers provided for metropolitan districts authorized by the Special District Act, pursuant to Title 32, C.R.S. and provided within similar districts within the Town. The Service Plan closely resembles that of similar districts throughout Colorado, for consideration at the next possible public hearing of the Town Council.

The property is currently under contract with Pacific North Enterprises (the "Developer") and will obtain any necessary property owner consents to the formation of the District. The Developer assembled construction cost estimates in consultation with a construction company that has experience in the costing and construction of similar facilities.

Developer representatives will make up the initial District's Boards of Directors and will develop the area in accordance with the approved development plans with the Town. The proposed District will help pay for and structure the financing of public improvements to make the lots and the property permit-ready, and will help absorb finished lots and homes into the Town's tax base.

I. Major Service Plan Points

- Initial boundaries of approximately 18.90 acres within the Town.
- The Dry Creek Village subdivision consists of approximately 47.18 acres. Inclusion area boundaries total 30.89 acres, which is intended for inclusion upon agreement.
- Anticipated development of approximately 50 single-family homes or up to 100



duplexes.

- The estimated assessed value at full build-out is estimated to be approximately \$5,417,225 based upon current assumptions and projections provided in the attached proposed financing plan.
- The property within the District's boundaries requires significant infrastructure, including water, sanitary sewer, roads, storm sewer, irrigation, landscaping, parks and recreation, parking facilities and improvements. The estimated cost of the public improvements needed for the project is currently \$7,130,000, which is needed to develop the property within the District.
- A Debt Authorization of \$8,915,000 is requested. This request is only for Public Improvements anticipated for the Initial District Boundaries. The District will seek an amendment if further debt is required for Public Improvements within the Inclusion Area Boundaries after inclusion into the District.
- Public Improvements need additional financing from the District to complete. The remainder of the public improvement costs will be covered by Developer funding.
- Debt is proposed to be issued in one or more series of bond issuances to allow for infrastructure financing and the expedient completion of the Development.
- The Service Plan's proposed Maximum Mill Levy on residential property of 50 mills for debt service. A Maximum Operations and Maintenance Mill Levy of 10 mills after the District issues debt is requested. A Maximum Aggregate Mill Levy after the District issues debt of 60 mills is proposed.
- One forecast for a potential financial model (including the District and any Special Improvement Districts) that was created for demonstrative purposes was run at 50 mills for debt, allowing for \$2,207,404 in project funds for the District and \$3,307,950 of project funds for potential Special Improvement Districts, and also leaving additional capacity in the future based upon development changes and additional development within the proposed District. Such a forecast is merely an example of what might be done and is intended to demonstrate the District's capacity to issue debt using current projections and assumptions. As such, the dates, mill levies, valuations, amount of the bond proceeds, and revenues may differ when debt is issued, and the forecast will not be binding on the District as long as the debt falls within the restrictions in the text of the Service Plan.
- Maximum voted interest rate of 10%, maximum underwriting discount of 3%.



• The District shall be permitted to assist with the development and financing of the Public Improvements either by or through the Developer or available District financing. The District will be authorized to undertake Public Improvements approved by the Town via the Service Plan as necessary to develop the public infrastructure for the project, subject to site plan and planning department plan approvals.

II. Other Considerations

Other factors supporting Service Plan approval include:

- The powers outlined in the Service Plan are allowed by the Special District Act and consistent with other metropolitan districts within the Town.
- Formation Election after approval of the Service Plan in November 2025 including a TABOR or debt election.
- There are no current residents within the District, and no debt or bonds have been issued.

III. Conclusion

The Dry Creek Village West Metropolitan District Service Plan will serve the best interests of the taxpayers, property owners and development of the property within the project area, will minimize non-interested party obligations, and will maximize both development and absorption within the District and the Town without delays in development. The formation of the District will allow for financing and development to pay for only those improvements and costs that directly benefit the property within the District.

We would appreciate you scheduling the public hearing for a date in the near future. Please let us know if you have any questions or need any further information. We look forward to working with the Town on this matter.

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SERVICE PLAN

FOR THE

DRY CREEK VILLAGE WEST METROPOLITAN DISTRICT

TOWN OF HAYDEN, COLORADO

Prepared by

SPENCER FANE LLP 1700 Lincoln Street, Suite 2000 Denver, Colorado 80203

Submitted: June 30, 2025

Revised and Resubmitted: August 1, 2025

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LIST OF EXHIBITS

EXHIBIT A-1 Initial District Boundaries Legal Description

EXHIBIT B Vicinity Map

EXHIBIT C-1 District Boundary Map

EXHIBIT C-2 Inclusion Area Boundary Map

EXHIBIT C-3 Proof of Ownership and Consents for Initial District Boundaries

EXHIBIT D Capital Plan

EXHIBIT E Map Depicting Public Improvements

EXHIBIT F Financial Plan

EXHIBIT G Indemnification Letters

EXHIBIT H Intergovernmental Agreement

I. <u>INTRODUCTION</u>

A. <u>Purpose and Intent</u>.

The District is an independent unit of local government, separate and distinct from the Town, and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the Town only insofar as they may deviate in a material matter from the requirements of the Service Plan. The District shall strictly comply with the Home Rule Charter, State law, and the Intergovernmental Agreement. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants, taxpayers of the District, and the general public. The primary purpose of the District will be to finance the construction of the Public Improvements.

The District is also being created to provide ongoing operations and maintenance services as specifically set forth in this Service Plan and as may be stated in any applicable Intergovernmental Agreement.

B. Need for the District.

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the District that consider it desirable, feasible, or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economical manner possible.

C. Objective of the Town Regarding the District's Service Plan.

The Town's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by *ad valorem* property taxes and fees imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term and at a tax mill levy no higher than the Maximum Debt Mill Levy. Debt which is issued within these parameters (as further described in the Financial Plan) will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose of the District is to provide for the Public Improvements associated with the Project, including those regional improvements necessitated by the Project. The District shall be obligated to operate and maintain all of the District-owned Public Improvements at a level equal to or greater than Town standards.

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred, except where continuing operations or maintenance functions exist, or upon a court determination that adequate provision has been made for the payment of all Debt, and if the District has

authorized operating functions under an intergovernmental agreement with the Town, to retain only the power necessary to impose and collect taxes or fees to pay for these costs.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from tax revenues collected from a mill levy, which shall not exceed the Maximum Debt Mill Levy and other legally available revenues, including fees permitted by Section 32-1-1001, C.R.S. or this Service Plan which are in accordance with the Town's Home Rule Charter. It is the intent of this Service Plan to assure to the extent possible that no property in the District bear an economic burden that is greater in amount than that associated with the Maximum Debt Mill Levy and that no property bears an economic burden that is longer in duration than that associated with the Maximum Debt Mill Levy Imposition Term in duration, even under bankruptcy or other unusual situations.

Generally, the cost of Public Improvements that cannot be funded within these parameters and the financing capacity of the District are not costs to be paid by the District. Costs of required Public Improvements that cannot be financed by the District are expected to be financed by the developer of the Project.

II. <u>DEFINITIONS</u>

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: sometimes referred to or defined in the Town Code as a site-specific development plan, means a map, plat, or site plan that has been submitted to the Town by a landowner or such landowner's legal representative describing the reasonable certainty, type, and intensity of use for a specific parcel or parcels of property. Such plan may be in the form of the following: final site plan, final subdivision plat, minor subdivision plat, planned unit development plan, conditional or special use plan or as otherwise approved by the Town Council and the owner for a specific project or development phase which occurs prior to building permit application for those developments for which the landowner wishes the creation of vested rights, and has submitted an application and receives approval by the Town in accordance with Town policies and procedures. The Town shall conduct a public hearing at the request of the landowner, which hearing follows the successful approval of the development at all other required stages of the development review process. Failure of the landowner to request such a hearing renders the approval not a site-specific development plan, and no vested rights shall be deemed to have been created. A site-specific development plan shall not include a variance, sketch plan, or preliminary plan.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an *ad valorem* property tax mill levy, which are not subject to annual appropriation.

<u>Capital Plan</u>: means the Capital Plan described in Section V.B., which includes a pro forma capital expenditure plan correlating expenditures with development.

<u>Developer Debt</u>: means bonds, notes, contracts, reimbursement agreements or other multiple fiscal year financial obligations issued by the District to the Developer within the District for reimbursement of sums advanced or paid for funding of Public Improvements and/or operation and maintenance expenses. These advances, however, may accrue simple interest (not compound) and be limited to twenty (20) years.

<u>District</u>: means the Dry Creek Village West Metropolitan District No. 1.

<u>District Boundaries</u>: means the boundary of the area described in the District Boundary Map and Inclusion Area Boundary Map.

<u>District Boundary Map</u>: means the map attached hereto as **Exhibit C-1**, describing the initial boundary of the District.

<u>District Service Fees</u>: An annual operations and maintenance fee of up to Five Hundred Dollars (\$500.00) that the District may assess every year against each platted lot and/or residential dwelling unit within the District to pay for the costs associated with the provision of District services, facilities and operation and maintenance of public facilities to be built within the boundaries of the District which are owned, operated and maintained by the District, subject to the limitation set forth in Section V.A.1.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable debt. If the District has engaged a municipal advisor that meets the foregoing criteria and has a fiduciary duty to the District, the municipal advisor may fill the role of the External Financial Advisor.

<u>Fee or Fees:</u> means any fee, rate, toll, penalty, or charge imposed by the District for services, programs or facilities provided or to be provided by the District.

Fee Revenues: means the revenues generated from the imposition and collection of Fees.

<u>Financial Plan</u>: means the Financial Plan described in Section VI which describes: (a) how the Public Improvements are to be financed; (b) the total amount of Debt anticipated to be issued by the District based on estimated buildout projections; (c) the estimated operating revenue and expenses for the District for the term of the Debt; (d) the estimated debt service revenue sources and payment requirements on all Debt anticipated to be issued by the District; and (e) the assumptions regarding all such information.

<u>Home Rule Charter</u>: means the Town of Hayden Home Rule Charter, as may be amended and in effect from time to time.

<u>Inclusion Area Boundary</u>: means the boundary of the area described in the Inclusion Area

Boundary Map attached hereto as Exhibit C-2.

<u>Intergovernmental Agreement</u>: means the intergovernmental agreement attached hereto as **Exhibit H**.

Map Depicting Public Improvements: means the map attached hereto as **Exhibit E**, showing the location(s) of the Public Improvements listed in the Capital Plan.

<u>Maximum Aggregate Mill Levy</u>: means the maximum aggregate mill levy the District is permitted to impose for the payment of Debt, operations and maintenance, administrative or any other costs, which shall not exceed 50 mills.

<u>Maximum Debt Mill Levy</u>: means the maximum mill levy the District is permitted to impose for payment of Debt, as set forth in Section VI.C. below.

<u>Maximum Debt Mill Levy Imposition Term</u>: means the maximum term for imposition of a mill levy as set forth in Section VI.D., below.

<u>Municipal Code</u>: means the Town of Hayden Municipal Code, as may be amended and in effect from time to time.

Operations and Maintenance Expenses: means expenses incurred by the District for administration, operations, maintenance and the provision of ongoing services, which will be verified by an accountant retained by the District, independent of the Developer and licensed in Colorado verifying that, in such accountant's professional opinion, the reimbursement or payment of the expenses that are the subject of the reimbursement or payment are, in such accountants opinion, reasonable and related to the Public Improvements or the administration, operations, maintenance or provision of ongoing services which the District is authorized to provide under this Service Plan.

<u>Operations and Maintenance Mill Levy</u>: means the mill levy the District is permitted to impose for payment of administrative, operations and maintenance expenses.

<u>Privately Placed Debt</u>: means Debt which is sold or placed directly with an investor without being underwritten by an underwriter or an investment banker and includes, but is not limited to, Developer Debt and bank loans.

<u>Project</u>: means the development or property commonly referred to as Dry Creek Village West.

<u>Proof of Ownership</u>: means a current title commitment showing ownership and all encumbrances on all properties within the Initial District Boundaries, or other documentation acceptable to the Town Attorney.

<u>Public Improvements</u>: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped as part of an Approved Development Plan and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the Service

Area as determined by the Board of the District.

Recurring Fee(s): means any recurring Fee imposed by the District for administrative, operations and maintenance costs and for services, programs or facilities provided by the District, but in no event to be used for payment of Debt.

<u>Refunding Bonds or Refunding Debt</u>: means Debt issued for purposes of refunding any Bond or Debt.

Service Area: means the property within the District Boundary Map.

<u>Service Plan</u>: means this service plan for the District approved by Town Council.

<u>Service Plan Amendment</u>: means an amendment to the Service Plan approved by Town Council in accordance with applicable State law.

<u>Special Assessment</u>: means the levy of an assessment within the boundaries of a special improvement district pursuant to Section IV.A.14.

<u>Special District Act</u>: means Section 32-1-101, *et seq.*, of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

<u>Taxable Property</u>: means real or personal property within the Service Area subject to ad valorem property taxes imposed by the District.

<u>Total Debt Issuance Limitation</u>: means the amount of Debt authorized by this Service Plan.

Town: means the Town of Hayden, Colorado.

Town Council: means the Town Council of the Town of Hayden, Colorado.

III. <u>BOUNDARIES</u>

The area of the Initial District Boundaries includes approximately 18.90 acres. A legal description of the Initial District Boundaries is attached hereto as **Exhibit C-1**. The area of the Inclusion Area Boundaries is approximately 30.89 acres. A map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2**. Proof of Ownership and consents of the owners to the organization of the District for all properties within the Initial District Boundaries is attached hereto as **Exhibit C-2**. A vicinity map is attached hereto as **Exhibit B**. It is anticipated that the boundaries of the District may change from time to time as the Project is developed and as the District undergo inclusions and exclusions pursuant to Section 32-1-401, *et seq.*, C.R.S., and Section 32-1-501, *et seq.*, C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area of the Initial District Boundaries consists of approximately 18.90 acres of residential land. The current assessed valuation of the Initial and District Boundaries, is \$615,4000.00 for purposes of this Service Plan and, at build-out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The residential population of the District at build-out is estimated to be approximately 238 persons.

Approval of this Service Plan by the Town does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units which may be identified in this Service Plan or any of the exhibits attached thereto. The permitted level of development within the Project is as contained within an Approved Development Plan.

Approval of this Service Plan by the Town in no way releases or relieves the developer of the Project, or the landowner or any subdivider of the Project property, or any of their respective successors or assigns, of obligations to construct public improvements for the Project or of obligations to provide to the Town such financial guarantees as may be required by the Town to ensure the completion of the Public Improvements, or of any other obligations to the Town under the Municipal Code or any applicable annexation agreement, subdivision agreement, or other agreements affecting the Project property or development thereof.

V. <u>DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS, AND SERVICES</u>

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements and limited operation and maintenance services within and, if pursuant to an Approved Development Plan, without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth in this Service Plan and the Intergovernmental Agreement with the Town, as may be amended from time to time and in accordance with the Town Home Rule Charter.

1. Operations and Maintenance Limitation. The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop, and finance the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction in a manner consistent with the Approved Development Plans and other rules and regulations of the Town and applicable provisions of the Town Code. The District shall operate and maintain all trails and related amenities within the District and any applicable inclusion area boundaries permitted by the Town pursuant to an intergovernmental agreement with the Town, which shall be executed at the first meeting of the District after approval of this Service Plan. Operational activities for other Public Improvements not dedicated to another entity are allowed, subject to entering into an intergovernmental agreement with the Town allowing the Town to set minimum standards for maintenance. All parks and trails shall be open to the general public, including Town residents who do not reside in the District, free of charge. It is the current plan that the Developer and/or the District construct and finance the water, sewer and certain storm sewer and any non-potable infrastructure improvements and turn those improvements upon

completion in compliance with Town Code and standards. Landscape improvements and certain parks, trails, and open space improvements will be constructed and financed by the Developer and/or District and dedicated upon completion to be owned, operated and maintained by the District. All public improvements must be constructed in accordance with Town Code and rules and regulations, in accordance with development plans approved by the Town. Before dedication to the Town of any improvements, those improvements must meet and comply with Town standards, and dedication and acceptance will occur only when all Town requirements and procedures. The District shall maintain certain Public Improvements not dedicated to the Town or other public entity, in a manner consistent with Approved Development Plans, other rules and regulations of the Town, and applicable provisions of the Home Rule Charter, all as directed by the Town. The Town's review, testing, inspection, probationary acceptance, and final acceptance, as well as the developer's and the District's warranty of the Public Improvements, shall be addressed by separate subdivision improvement agreements, development agreements, or similar documents. The District shall be authorized and obligated to operate and maintain all of the Public Improvements at a level equal to or greater than Town standards.

The District shall be obligated to provide the following ongoing operations and maintenance services upon dedication to and acceptance by the District:

- (a) Landscape maintenance and upkeep for common areas and other Districtowned property (including open space owned by the District) within the Service Area including, but not limited to, entrance and external street scape, medians, rights of way, parks, greenbelts, drainage areas, and the non-potable water system that may be used to irrigate those areas.
- (b) Maintenance and upkeep for common area fencing and entrance features.
- (c) District administrative, legal, and accounting services.
- (d) Neighborhood parks and trails.
- (e) Covenant enforcement and design review.
- (f) Operate, manage, and maintain the Public Improvements not otherwise dedicated to another public entity in accordance with approved development plans of the Town.

The District shall enter into an intergovernmental agreement in the form generally attached hereto as **Exhibit H**, subject to the Town's review and approval with further clarification regarding ownership, operation and maintenance requirements and obligations and a facilities disposition to clarify which entity will own, operate and maintain the public improvements constructed by or on behalf of the District in accordance with Town standards, rules and regulations.

The District shall be allowed to assess annual operations and maintenance fees (the District Service Fees) of up to Five Hundred Dollars (\$500.00) every year against each platted lot and/or residential dwelling unit within the District to pay for the costs associated with the provision of District services, facilities and operation and maintenance of public facilities to be built within

the boundaries of the District which are owned, operated and maintained by the District. Those District Service Fees of the District shall be directly related to the costs associated with maintaining the amenities and public improvements permitted to be owned and operated by the District by this Agreement and by Colorado law. The District Service Fees shall be adjusted on an annual basis at the time of budget approval of the District to provide for the shortfall for operations until the District's O&M mill levies generate sufficient revenue to pay for all operations and maintenance costs and expenses of the District. It is intended that these District Service Fees shall replace the need to have separate HOA fees for the operations and maintenance of public amenities and improvements owned, operated and maintained by the District and reduce or eliminate the need for separate HOA costs and expenses.

- 2. <u>Fire Protection Limitation</u>. The District shall be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the West Routt Fire Protection District and the Town of Hayden. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision but shall be required to be coordinated and provided in a manner that is acceptable to the West Routt Fire Protection District, and any governing authority having jurisdiction.
- 3. <u>Television Relay and Translation Limitation</u>. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided for use by Town-authorized franchise operators pursuant to an intergovernmental agreement with the Town.
- 4. <u>Construction Standards Limitation</u>. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of federal and state governmental entities having proper jurisdiction and of those special districts that qualify as "interested persons" under Section 32-1-204(1), C.R.S., as applicable. The District will obtain the Town's approval of civil engineering plans and will obtain applicable permits for the construction and installation of Public Improvements before performing such work. Additionally, the District will permit Town inspectors to inspect the infrastructure during construction.
- 5. <u>Property Acquisition Limitation; Transfer Requirement</u>. The District shall not exercise any power of eminent domain without the prior written consent of the Town. If the Town decides the proposed improvement is needed, at the time of dedication the District shall, at no expense to the Town, transfer to the Town all rights-of-way, fee interests and easements that the Town determines are necessary for access to and operation and maintenance of the Public Improvements, consistent with the Approved Development Plan and to the extent such interests have not been acquired by the Town through such Development Plan process.
- 6. <u>Privately Placed Debt Limitation</u>. Before the issuance of any Privately Placed Debt, including, but not limited to any Developer Debt, the issuing District shall obtain the

External Financial Advisor Certification, in form substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a market [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

Additionally, the rate on any privately placed debt with the developer or related entities (i.e., friends, family, affiliated entities) cannot exceed the rate on developer advances, as adjusted for taxable/tax-exempt debt.

- 7. <u>Inclusion and Exclusion Limitations</u>. The District shall not include within any of its boundaries any property outside the Service Area without the prior written consent of the Town. All inclusions of property, require the property to first be annexed within the boundaries of the Town. The District shall not exclude any property from the District if such exclusion will result, or is reasonably anticipated to result, in detriment to the remaining residents and taxpayers within the District, or to the District's bondholders. Inclusions or exclusions that modify the District's boundaries within the Service Area shall not require Town approval.
- 8. <u>Initial Debt Limitation</u>. On or before the effective date of approval of an Approved Development Plan, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose or collect any fees or revenues from any other source for the repayment of Debt.
- 9. Total Debt Issuance Limitation. The District shall not issue Debt in excess of \$8,915,000 total aggregate principal amount. The District acknowledges and agrees that such Total Debt Issuance Limitation applies to any Debt issued by the District, provided that such limitation shall not be applicable to refunding Debt issues by the District to refund outstanding Debt. Any bonds or other obligations issued by the District payable solely from assessments shall be considered revenue bonds, shall not be considered Debt, and shall not be subject to or count toward the District's total debt issuance limitation.
- 10. <u>Monies from Other Governmental Sources</u>. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities for which the Town is eligible to apply for, except as may be specifically authorized in an intergovernmental agreement with the Town. This Section shall not apply to specific ownership taxes, which shall be distributed to and constitute a revenue source for the District without any limitation.

- 11. <u>Consolidation Limitation</u>. The District shall not file a request with any Court to consolidate with any other Title 32 district without the prior written consent of the Town.
- 12. <u>Bankruptcy Limitation</u>. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, the total debt issuance limitation, and the Maximum Debt Mill Levy Imposition Term, have been established under the authority of the Town to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:
 - (a) shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and
 - (b) are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy or the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Service Plan Amendment.

- 13. Special Assessments. The District may establish one or more special improvement districts within the District Boundaries and may impose a Special Assessment within the special improvement district to finance all or part of the costs of any Public Improvements to be constructed, installed, or maintained by the District. If the District imposes a Special Assessment, the Special Assessment Lien shall be paid in full before the transfer of the applicable lot to a builder or homeowner. The District shall not impose a Special Assessment on a property owner without their explicit written consent. Failure to abide by these limitations shall constitute a material modification of the Service Plan as outlined in Section V.A.16.
- 14. Covenant Enforcement and Design Review Services. The District shall have the power, but not the obligation, to provide Covenant Enforcement and Design Review Services within the District in accordance with the Colorado Statutes as they are amended from time to time. The Town shall not bear any responsibility for Covenant Enforcement and Design Review Services within the boundaries of the District. The Town's architectural control, design review, and other zoning, land use, development, design, and other controls are separate requirements that must be met in addition to any similar controls or services undertaken by the District.
- 15. <u>Reimbursement Agreement with Adjacent Landowners</u>. If the District utilizes reimbursement agreements to obtain reimbursements from adjacent landowners for costs of improvements that benefit the third-party landowners, such agreements shall be done in

accordance with Town Home Rule Charter. Any and all resulting reimbursements received for such improvement shall be used to re-pay the cost of the Public Improvement that is the subject of the reimbursement agreement or shall be deposited in the District's debt service fund and used for the purpose of retiring Debt. The District shall maintain an accurate accounting of the funds received and disbursed pursuant to reimbursement agreements.

16. Service Plan Amendment Requirement. This Service Plan is general in nature and does not include specific detail in some instances because development plans have not been finalized. The Service Plan has been designed with sufficient flexibility to enable the District to provide required Public Improvements under evolving circumstances without the need for numerous amendments. Modification of the general types of services and facilities making up the Public Improvements, and changes in proposed configurations, locations, or dimensions of the Public Improvements shall be permitted to accommodate development needs consistent with the then-current Approved Development Plan(s) for the Project, subject to the limitations of this Service Plan and the Intergovernmental Agreement.

The District is an independent unit of local government, separate and distinct from the Town, and its activities are subject to review by the Town only insofar as they may deviate in a material manner from the requirements of the Service Plan, the Home Rule Charter, or the Intergovernmental Agreement. Actions of the District which: (1) violate the limitations set forth in Sections V.A.1-15 above; (2) violate the limitations set forth in Section VI.B.; (3) constitute a material modification of the Service Plan; or (4) constitute a failure to comply with the Intergovernmental Agreement or other agreement with the Town, which non-compliance has not been waived in writing by the Town, shall be deemed to be a material modification to this Service Plan, and the Town shall be entitled to all remedies available under State and local law to enjoin such action(s) of the District.

Any Town approval requirements contained in this Service Plan (including, without limitation, any provisions requiring that a change, request, occurrence, act or omission be treated as a Service Plan Amendment or be deemed a "material modification" of the Service Plan) shall remain in full force and effect, and, unless otherwise provided by resolution of the Town Council, such Town approval shall continue to be required, notwithstanding any future change in law modifying or repealing any statutory provision concerning service plans, amendments thereof or modifications thereto.

- 17. <u>Miscellaneous Powers</u>. The District shall have the power to provide any facility, service, or program allowed by C.R.S. § 32-1-1004(1).
- 18. New Powers. If, after the Service Plan is approved, the Colorado General Assembly grants new or broader powers for metropolitan districts, to the extent permitted by law, any or all such powers shall be deemed to be a part hereof and available to be exercised by the District only following written approval by the Town, subject to the Town's sole discretion.

B. Capital Plan.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, repair and replacement of the

Public Improvements within and without the boundaries of the District to the extent necessary to improve or construct Public Improvements, including adjacent streets, traffic and safety improvements, park and recreation, television relay and translation, transportation, security services, improvements and services described in C.R.S. 32-10-1004(1), water, sewer, drainage, storm sewer, and related utilities or improvements to connect Public Improvements to existing infrastructure, without the boundaries of the District, all to the extent and as more specifically defined in the Special District Act and the Approved Development Plan(s) for the Project. A Capital Plan, including a pro forma capital expenditure plan correlating expenditures with development, is attached hereto as Exhibit D, includes: (1) a list of the Public Improvements to be developed by the District, supported by an engineering or architectural survey; (2) a good faith estimate of the cost of the Public Improvements; and (3) a pro forma capital expenditure plan correlating expenditures with development. The Public Improvements described in the Capital Plan may be modified in an Approved Development Plan or an intergovernmental agreement with the Town and may differ from the Capital Plan without constituting a material modification of this Service Plan. To the extent that the Capital Plan sets forth the timing of the construction of the Public Improvements, such timing may also deviate from the Capital Plan without constituting a material modification of this Service Plan.

A Map depicting the Public Improvements is attached hereto as **Exhibit E**. As shown in the Capital Plan, the estimated cost of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained, or financed by the District is approximately \$7,130,000. Costs of required Public Improvements that cannot be financed by the District within the parameters of this Service Plan and the financial capability of the District are expected to be financed by the developer of the Project. The District shall be permitted to allocate costs between such categories of the Public Improvements as deemed necessary in its discretion.

All of the Public Improvements described herein will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the Town and shall be in accordance with the requirements of Town standards and the Approved Development Plan(s) approved by the Town. All descriptions of the Public Improvements to be constructed, and their related costs, are estimates only and are subject to modification as engineering, development plans, economics, the Town's requirements, and construction scheduling may require. Upon approval of this Service Plan, the District will continue to develop and refine the Capital Plan and the Map Depicting Public Improvements, as necessary, and prepare for issuance of Debt. All cost estimates will be inflated to then-current dollars at the time of the issuance of Debt and construction. All construction cost estimates contained in **Exhibit D** assume construction to applicable standards and specifications of the Town and state or federal requirements. Changes in the Public Improvements Maps depicting Public Improvements, or costs, shall not constitute material modifications of this Service Plan.

VI. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation, and/or redevelopment of the Public Improvements from their

revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general *ad valorem* taxes to be imposed upon all taxable property within the District. The District will also rely upon various other revenue sources authorized by law, such as interest, specific ownership taxes, advances from the Project developer, and grants. Unless specifically authorized in the Intergovernmental Agreement, the District shall not impose or assess any fees, rates, tolls, penalties, or charges other than the District Service Fee as set forth in Section V.A.1. without first obtaining Town approval of an amendment to this Service Plan, which amendment shall be deemed to be a material modification hereof.

The total Debt that the District shall be permitted to issue shall not exceed \$8,915,000 in aggregate principal amount. Debt is permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the Capital Plan referenced above and the progression of the development, subject to compliance with this Service Plan. The principal amount of \$8,915,000 is supported by the Financial Plan prepared by Stifel, Nicolaus & Company, Incorporated, attached hereto as **Exhibit F**. The higher Debt limit will allow flexibility in the event the District is able to issue additional debt for any reason, including, but not limited to, lower interest rates, increases in assessed value, changes in development, additional inclusion approved by the Town, or the availability of additional revenue not accounted for in the Financial Plan. However, the District shall not issue Debt in excess of \$8,915,000 without providing the Town with an updated Financial Plan and market study showing the ability of the District to issue and repay the proposed debt, and obtaining the Town's written consent.

The Town may obtain an independent certification at the District's sole cost from an independent CPA or other financial consultant of the Town's choosing, experienced in advising governmental entities on matters relating to the issuance of securities in Colorado regarding the financial plan and the reasonableness of the projections contained in the financial plan.

The interest rate on any Debt is limited to the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt shall not exceed ten percent (10%). The proposed maximum underwriting discount will be three percent (3%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

Any Debt issuance shall also be subject to the following additional limitations: (a) any debt issued should not allow for the accrual of compound interest; (b) the first maturity should not be later than five (5) years from the date of issuance; and (c) District bonds should contain a call provision allowing the bonds to be callable without premium no later than ten (10) years after the date of issuance.

B. Mill Levies.

1. <u>Maximum Debt Mill Levy.</u> The Maximum Debt Mill Levy, which shall be subject to a Mill Levy Adjustment, shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be fifty (50)

mills for so long as the total amount of aggregate Debt of the District exceeds fifty percent (50%) of the District's assessed valuation.

At such time as the total amount of aggregate Debt of the District is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance of any Debt or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy if End Users cast the majority of affirmative votes taken by the District's Board of Directors at the meeting authorizing such action, and, as a result, the mill levy may be such amount as is necessary to pay the debt service on such Debt, and the Board may further provide that such Debt shall remain secured by such increased mill levy, notwithstanding any subsequent change in the District's Debt to assessed value ratio.

- 2. <u>Maximum Operations and Maintenance Mill Levy.</u> The Maximum Operation and Maintenance Mill Levy, which shall be subject to a Mill Levy Adjustment, shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Operation and Maintenance Costs, and shall be fifty (50) mills until such time that the District issues Debt. After the District issues Debt, the Maximum Operation and Maintenance Mill Levy shall be ten (10) mills. The Maximum Operation and Maintenance Mill Levy shall apply to the District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users until such time as End Users cast the majority of affirmative votes taken by the District's Board of Directors at a meeting authorizing an increase of such Maximum Operation and Maintenance Mill Levy.
- 3. <u>Maximum Aggregate Mill Levy</u>. The Maximum Aggregate Mill Levy (which shall be adjusted to reflect any Mill Levy Adjustment in the Maximum Debt Mill Levy and the Maximum Operation and Maintenance Mill Levy) shall be the maximum combined mill levy the District is permitted to impose upon the taxable property within the District for payment of all expense categories, including but not limited to Debt, capital costs, organizational costs, and Operation and Maintenance Costs, and shall be sixty (60) mills until such time as End Users cast the majority of affirmative votes taken by the District's Board of Directors at a meeting authorizing an increase of such Maximum Aggregate Mill Levy. The foregoing notwithstanding, any action taken by the District to increase the Maximum Debt Mill Levy must be taken in accordance with Section VI.B.1, above.
- 4. <u>Mill Levy Adjustment</u>. A "Mill Levy Adjustment" applies when and if there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement after January 1, 2025; the applicable Mill Levy may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board of Directors in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the Mill Levy, as adjusted, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.
- 5. <u>Debt Issued by the District</u>. All Debt issued by the District must be issued in compliance with all requirements of State law.

To the extent the District is composed of or subsequently organized into one or

more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "**District**" as used in this Section shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

Nothing herein shall prevent the District from covenanting with Debt holders or others to limit the amount of its operations and maintenance mill levy, as long as all district operations and maintenance requirements are met.

C. Maximum Debt Mill Levy Imposition Term.

The District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are homeowners residing in the District and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S. *et seq.*

D. Developer Debt Mill Levy Imposition Term.

Developer Debt shall expire and be forgiven twenty (20) years after the date of the initial imposition by the District of an *ad valorem* property tax to pay any Debt, unless otherwise provided pursuant to an intergovernmental agreement with the Town. Refunding Bonds shall not be subject to this Developer Debt Mill Levy Imposition Term so long as such Refunding Bonds are not owned by the Developer or by a party related, directly or indirectly, to the Developer. Developer Debt shall accrue simple interest (not compound) and be limited to a term of 20 years. The interest rate on any privately placed debt with the developer or related entities cannot exceed the rate on developer advances, as adjusted for whether such Developer Debt is taxable/tax-exempt.

E. <u>Debt Repayment Sources</u>.

The District may impose a mill levy on taxable property within their boundaries as a primary source of revenue for repayment of debt service and operations and maintenance. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy or the Maximum Debt Mill Levy Imposition Term.

F. Security for Debt.

The District shall NOT pledge any revenue, property, or other assets of the Town as security for any District indebtedness. Approval of this Service Plan shall NOT be construed as a guarantee by the Town of payment of any of the District's obligations; nor shall anything in the Service Plan be construed to create any responsibility or liability on the part of the Town in the event of default by the District in the payment of any such obligation.

G. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up enterprises or nonprofit entities to manage, fund, construct, and operate facilities, services, and programs. To the extent allowed by law, any entity created by the

District will remain under the control of the District's Boards. The activities of such enterprises and entities shall comply with the provisions of this Service Plan or otherwise.

H. <u>District's Organizational Costs.</u>

The estimated cost of engineering services, legal services, and administrative services, in connection with the District's organization is anticipated to be \$100,000, which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget is estimated to be \$100,000, which is anticipated to be derived from funding advances by the developer of the Project until such time as the District's operating mill levy revenues are sufficient to operate the District.

The District may impose an operations fee and mill levy as necessary to operate the District and for the provision of operation and maintenance services to their taxpayers and/or service users at a level equal to or greater than Town standards. The authorized mill levy for operations and maintenance activities shall be included within the Maximum Debt Mill Levy.

I. Subdistricts.

The District may organize subdistricts or areas as allowed by Section 32-1-1101(1)(f), C.R.S., with the prior approval of the Town Council. In accordance with Section 32-1-1101(1)(f)(I), C.R.S., the District shall notify the Town before establishing any such subdistrict(s) or area(s) and shall provide the Town with details regarding the purpose, location, and relationship of the subdistrict(s) or area(s). Further, in accordance with Section 32-1-1011(1)(f)(III), the Board of Directors of the District shall serve as the ex officio board of the subdistrict(s) and there shall be no limitation allowing any eligible elector to serve on the board of a subdistrict.

VII. ANNUAL REPORT

A. <u>General</u>. The District shall file an annual report with the Town Clerk not later than September 1 of each calendar year, which annual report shall reflect activity and financial events of the District through the preceding December 31 (the "Report Year").

B. Reporting of Significant Events.

The annual report shall include the following:

- 1. A narrative summary of the progress of the District in implementing its Service Plan for the report year;
- 2. Except when exemption from audit has been granted for the report year under the Local Government Audit Law, the audited financial statements of the District for the report year including a statement of financial condition (i.e., balance sheet) as of December 31 of the report year and the statement of operations (i.e., revenues and expenditures) for the report year

or a copy of the audit exemption application;

- 3. Unless disclosed within a separate schedule to the financial statements, a summary of the capital expenditures incurred by the District in the development of Public Improvements in the report year, as well as any Public Improvements proposed to be undertaken in the five (5) years following the report year;
- 4. Unless disclosed within a separate schedule to the financial statements, a summary of the financial obligations of the District at the end of the report year, including the amount of outstanding Debt, the amount and terms of any new Debt issued in the report year, the amount of payment or retirement of existing Debt of the District in the report year, the total assessed valuation of all taxable properties within the District as of January 1 of the report year and the current mill levy of the District pledged to Debt retirement in the report year;
 - 5. A summary of the residential development in the District for the report year;
- 6. A summary of all fees, charges, and assessments imposed by the District as of January 1 of the report year;
- 7. Certification of the Board that no action, event, or condition has occurred in the report year in violation of the Service Plan, or certification that such event has occurred but that an amendment to the Service Plan that allows such event has been approved by Town Council; and
- 8. The name, business address, and telephone number of each member of the Board and its chief administrative officer and general counsel, together with the date, place, and time of the regular meetings of the Board.

In addition, the District shall submit to the Town, by January 15 of each year, the District's budget for the then-current calendar year.

VIII. <u>DISTRICT'S INDEMNIFICATION OF THE TOWN; DISSOLUTION OF THE DISTRICT</u>

The District agree to file a petition in the District Court for and in Routt County, Colorado, for dissolution, pursuant to the applicable State statutes upon the occurrence of one of the following: (1) if the District has not issued any Debt within five (5) years from the approval of this Service Plan; (2) upon an independent determination of the Town Council and written notice to the District that the purpose for which the District were created have been accomplished; or (3) after Debt has been issued, the time at which no Debt remains outstanding. In no event shall a dissolution occur if the District has operation and maintenance responsibilities and until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

There is attached hereto as **Exhibit G** the Project Developer's Indemnification Letter, which is submitted to the Town by the Developer as part of this Service Plan. The District shall approve and execute the Indemnification Letter at its first Board meeting after its organizational election, in the same form as the Indemnification Letter set forth in **Exhibit G**, and shall promptly

deliver an executed original to the Town.

IX. <u>DISCLOSURES REQUIRED TO PURCHASERS OF PROPERTY WITHIN THE DISTRICT</u>

The Town wants purchasers of property within the District to be aware of the additional tax burden to be imposed. The Town mandates early written and recorded notice of the total (overlapping) tax burden, including the Maximum Debt Mill Levy, the District Service Fee. and the Maximum Debt Mill Levy Imposition Term, as applicable. The Town will review the type and timing of the disclosure, which the proponents of the District propose. The notice shall be recorded against all property within the District as soon after the District's certification of the formation of the District to the Colorado Division of Local Government as possible as required by Section 32-1-306, C.R.S. In addition, as part of any sale of property within the District's boundaries, the District shall provide to the purchaser a clearly written disclosure setting forth the total estimated (overlapping) tax burden, including the Maximum Debt Mill Levy, the District Service Fee, and the Maximum Debt Mill Levy Imposition Term, if applicable. The content, format, font, and style of the disclosure shall be subject to review and approval by the Town.

In addition to the above notice and disclosure obligations, the District shall provide a written disclosure to all land owners within the District that describes the tax levies, fees, and costs that have been assessed to each property in the District as a result of implementation of the District's Financial Plan stated in Article VI or this Service Plan. A copy of such disclosure recorded against the property shall also be forwarded to the Town of Hayden to be included in its public records related to the District.

X. <u>INTERGOVERNMENTAL AGREEMENT</u>

The form of the intergovernmental agreement relating to the limitations imposed on the District's activities is attached hereto as **Exhibit H** (the "Town IGA"). This Town IGA provides a general allocation of responsibility for public improvements between the Town and the District, which shall be referenced in and defer to a subdivision improvements agreement approved by the Town, and may be amended and supplemented to match the approved subdivision improvements agreement for this development. The District shall approve and execute the Intergovernmental Agreement at its first Board meeting following its organizational election, in the same form as the Intergovernmental Agreement approved by the Town Council, and shall promptly deliver an executed original to the Town. Failure of the District to execute the Intergovernmental Agreement as required herein shall constitute a material modification. The Town Council shall authorize the approval of the intergovernmental agreement at the public hearing approving the Service Plan with such technical additions, deletions, and variations as the Town Attorney may deem necessary or appropriate and not inconsistent with the resolution of approval of this Service Plan.

No intergovernmental agreements other than the Town Intergovernmental Agreement and an intergovernmental agreement for the provision of fire protection services with the West Routt Fire Protection District and the Town are anticipated. The District shall use all Town-provided infrastructure services, including but not limited to, water and sewer service, unless the Town is unable or unwilling to provide such services. In the event the Town is unable or unwilling to provide such services, then, in that event, the District may seek such infrastructure services from

other providers. Except for such Intergovernmental Agreement with the Town, any intergovernmental agreement proposed regarding the subject matter of this Service Plan shall be subject to review and approval by the Town before its execution by the District.

XI. NON-COMPLIANCE WITH SERVICE PLAN

In the event it is determined that the District has undertaken any act or omission which violates the Service Plan or constitutes a material departure from the Service Plan (collectively, "Material Departure"), the Town may impose sanctions, including but not limited to affirmative injunctive relief to require the District to act in accordance with the provisions of this Service Plan. Except as it would relate to the sale or refinancing of bonds, the District hereby waives the provisions of Section 32-1-207(3)(b), C.R.S., and agree they will not rely on such provisions as a bar to the enforcement by the Town of any provisions of this Service Plan. The Town will provide the District with written notice of any Material Departure from the Service Plan. The District shall have sixty (60) days to provide the Town with written evidence that no Material Departure occurred, which evidence must be reasonably satisfactory to the Town or to commence to cure such Material Departure. If the District is diligently pursuing the cure of such Material Departure, the Town shall not take any action to enjoin the District. In the event the District fails to complete the cure or take any action to cure the Material Departure, the Town may impose any sanctions allowed by the Home Rule Charter or statute.

XII. <u>CONCLUSION</u>

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., establishes that:

- 1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
- 2. The existing service in the area to be served by the District is inadequate for present and projected needs;
- 3. The District is capable of providing economical and sufficient service to the area within their proposed boundaries; and
- 4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.
- 5. Adequate service is not, and will not be, available to the area through the Town or County or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.
- 6. The facility and service standards of the District are compatible with the facility and service standards of the Town.
 - 7. The proposal is in substantial compliance the Town's Comprehensive Plan.
 - 8. The proposal complies with any duly adopted Town, regional, or state long-range

water quality management plan for the area.

- 9. The creation of the District is in the best interests of the area proposed to be served.
- 10. The creation of the District is in the best interests of the residents and future residents of the area proposed to be served.
 - 11. The proposal is in substantial compliance with the Municipal Code.
- 12. The proposal will not foster urban development that is remote or incapable of being integrated with existing urban areas and will not place a burden on the Town or adjacent jurisdictions to provide urban services to residents of the District.

Therefore, it is hereby respectfully requested that the Town Council of the Town of Hayden, Colorado, which has jurisdiction to approve this Service Plan by virtue of Section 32-1-204.5, C.R.S., *et seq.*, as amended, adopt a resolution which approves this Service Plan for the Dry Creek Village West Metropolitan District.

EXHIBIT A

Legal Description

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4, AND SOUTHWEST 1/4 SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 6 NORTH, RANGE 88 WEST, 6TH PRINCIPAL MERIDIAN, COUNTY OF ROUTT, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER SOUTH 1/16TH CORNER OF SECTION 10AS MONUMENTED BY A 1" ORANGE PLASTIC CAP ON #5 REBAR, PLS 30095 FROM WHICH THE SOUTH ¼ CORNER OF SECTION 10 BEARS \$01°44'52"W, 1318.83 FEET AS MONUMENTED BY A 2" ALUMINUM CAP ON #5 REBAR, FALS SUBSTITUTED BY A 2" ALUMINUM CAP ON #5 REBAR, FALS SUBSTITUTED BY A 2" ALUMINUM CAP ON #5 REBAR, SAID LINE BEING THE BASIS OF BEARING FOR THIS LEGAL DESCRIPTION; THENCE \$75°25'08"W, 1268.40 FEET ALONG THE SOUTH LINE OF PARCEL OF LAND DESCRIBED IN BOOK 736 AT PAGE 529, RECEPTION NO. 481576 KNOWN AS THE HILL PARCEL IN ROUTT COUNTY RECORDS; THENCE N06°45'59"E, 350.02 FEET ALONG THE WEST LINE OF SAID PARCEL DESCRIBED IN BOOK 736 AT PAGE 529, RECEPTION NO. 481576 KNOWN AS THE HILL PARCEL TO A 1" ORANGE PLASTIC CAP ON #5 REBAR, PLS 30095; THENCE DEPARTING SAID WEST LINE \$10°32'03"W, 408.00 FEET ALONG A PARCEL OF LAND AS DESCRIBED BY DEED RECORDED SEPTEMBER 22, 1971 IN BOOK 351 AT PAGE 402 UNDER RECEPTION NO. 228901 OF ROUTT COUNTY RECORDS TO A 1" ORANGE PLASTIC CAP ON #5 REBAR, PLS 30093; THENCE DEPARTING SAID EAST LINE THE FOLLOWING THIRTEEN (13) COURSES ALONG THE NORTH BANK OF DRY CREEK:

- S60°56'29"E, 69.83 FEET; S45°15'19"E, 161.49 FEET; S46°19'15"E, 60.76 FEET;
- N63°53'09"E, 58.45 FEET;
- S78°20'53"E, 57.26 FEET;
- S50°48'50"E, 178.74 FEET;
- N83°57'02"E, 163.72 FEET;
- N51°22'59"E, 107.14 FEET; 8.
- S68°54'44"E, 116.28 FEET; N88°41'00"E, 71.37 FEET;
- S76°59'35"E, 167.02 FEET;
- S64°35'53"E, 116.10 FEET;
- \$45°21'48"E, 107.28 FEET TO A POINT OF INTERSECTION WITH THE NORTH-SOUTH CENTER OF SECTION LINE OF SECTION 10 FROM WHICH THE SOUTH $\frac{7}{4}$ CORNER OF SECTION 10 BEARS S01°44'52"W, 538.42 FEET; THENCE CONTINUING ALONG SAID NORTH BANK OF DRY CREEK THE FOLLOWING FOUR (4) COURSES:
- S45°21'48"E, 96.63 FEET;
- S56°44'35"E, 103.16 FEET;
- 16. N24°52'36"E, 100.99 FEET;
- 17. S85°25'45"E, 41.56 FEET;

THENCE DEPARTING SAID NORTH BANK OF DRY CREEK N88°06'36"E, 61.33 FEET; THENCE N11°48'12"E, 100.00 FEET; THENCE N10°49'56"E, 60.01 FEET; THENCE N11°48'12"E, 110.00 FEET; THENCE N12°34'54"W, 77.87 FEET; THENCE 195.96 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 230,00 FEET, A DELTA ANGLE OF 48°49'01" AND A CHORD WHICH BEARS N27°57'06"W, 190,09 FEET; THENCE N72°29'28"E, 30,80 FEET; THENCE N01°26'12"E, 105.00 FEET; THENCE N15°07'50"W, 62.60 FEET; THENCE N01°26'12"E, 125.03 FEET TO A POINT OF INTERSECTION ON THE SOUTH LINE OF VALLEY VIEW BUSINESS PARK FINAL PLAT AS RECORDED AT RECEPTION NO. 631598 OF ROUTT COUNTY RECORDS; THENCE CONTINUING ALONG SAID SOUTH LINE N88°33'43"W, 243.48 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION BY: WALTER N. MAGILL, PLS 38024 LANDMARK CONSULTANTS, INC.

EXHIBIT B

Hayden Vicinity Map

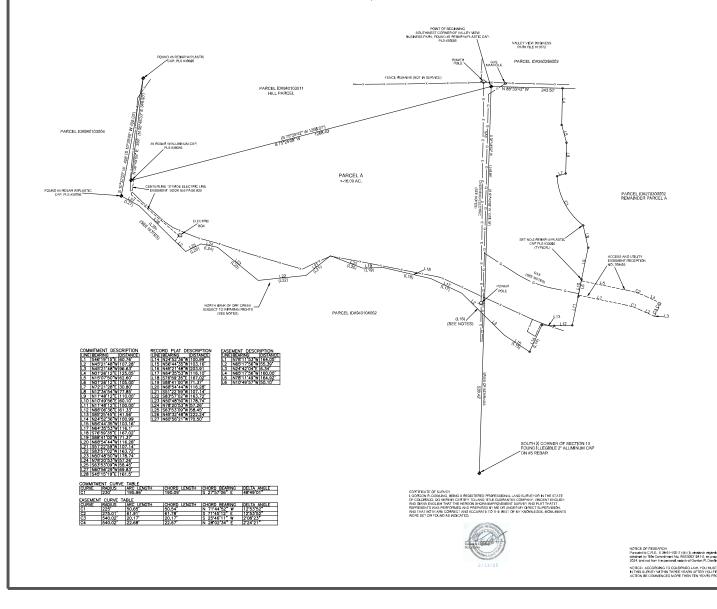


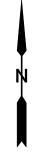
EXHIBIT C-1

District Boundary Map

Hayden Metro District #1

A PORTION OF PARCEL A, DRY CREEK VILLAGE SUBDIVISION FINAL PLAT FILING NO. 1 PORTIONS OF THE SOUTH 1/2 OF SECTION 10, T6N, R88W, 6TH P.M., TOWN OF HAYDEN, ROUTT COUNTY, COLORADO





♠ - INDICATES MONUMENT FOUND AS NOTED O - INDICATES SET NO.5 REBAR WIPLASTIC CAP PLS 30090

(200) INDICATES RECORD CALL

- 1. ALL MEASUREMENTS US SURVEY FEET, GROUND DISTANCES.
- 2. BEARINGS BASED ON THE SHOWN NIS Z, SECTION LINE AS SHOWN AND REFERENCED IN THE BELOW LEGAL DESCRIPTION
- 3. THE BELOW LEGAL DESCRIPTION VARIES IN NUMEROUS PLACES FROM THE RECORDED PLAT WHICH ARE INDICATED BY (2001).
- THE SHOWN NORTH BANK OF DRY CREEK ALONG THE SOUTH BOUNDARY IS IN ACTUALITY THE NORTH BANK OF THE WALKER DITCH, SAID BOUNDARY WAS APPARENTLY NOT ORIGINALLY MONUMENTED.
- 5. SHOWN OVERHEAD ELECTRIC IS COVERED BY A BLANKET EASEMENT AT RECEPTION NO. 681629.
- 6. SHOWN BURIED GAS IS FROM EVIDENCE AND TESTIMONY, APPARENTLY IS NOT COVERED BY EASEMENT
- 7. DUE TÓ SNÓW CÓVER ALL SURFACE IMPROVEMENTS MAY NOT BE SHÓWN.

VINCENT AND DIANA ENGLISII			IMPRÓVEMENT		
PARCELA DRY CREEK VILLAGE			SURVEY PLAT		
TOWN OF HAYDEN ROUTE COUNTY COLORADO			DOWLING LAND SURVEYORS P.O. BOX 954		
SCALE DBG	DATE 2/12/25	REV FILE	HAYDEN, CO. 81639 (970) 276-3613 dowling@plotz.biz		

EXHIBIT C-2

Inclusion Area Boundary Map

DRY CREEK VILLAGE SUBDIVISION FILING NO. 1

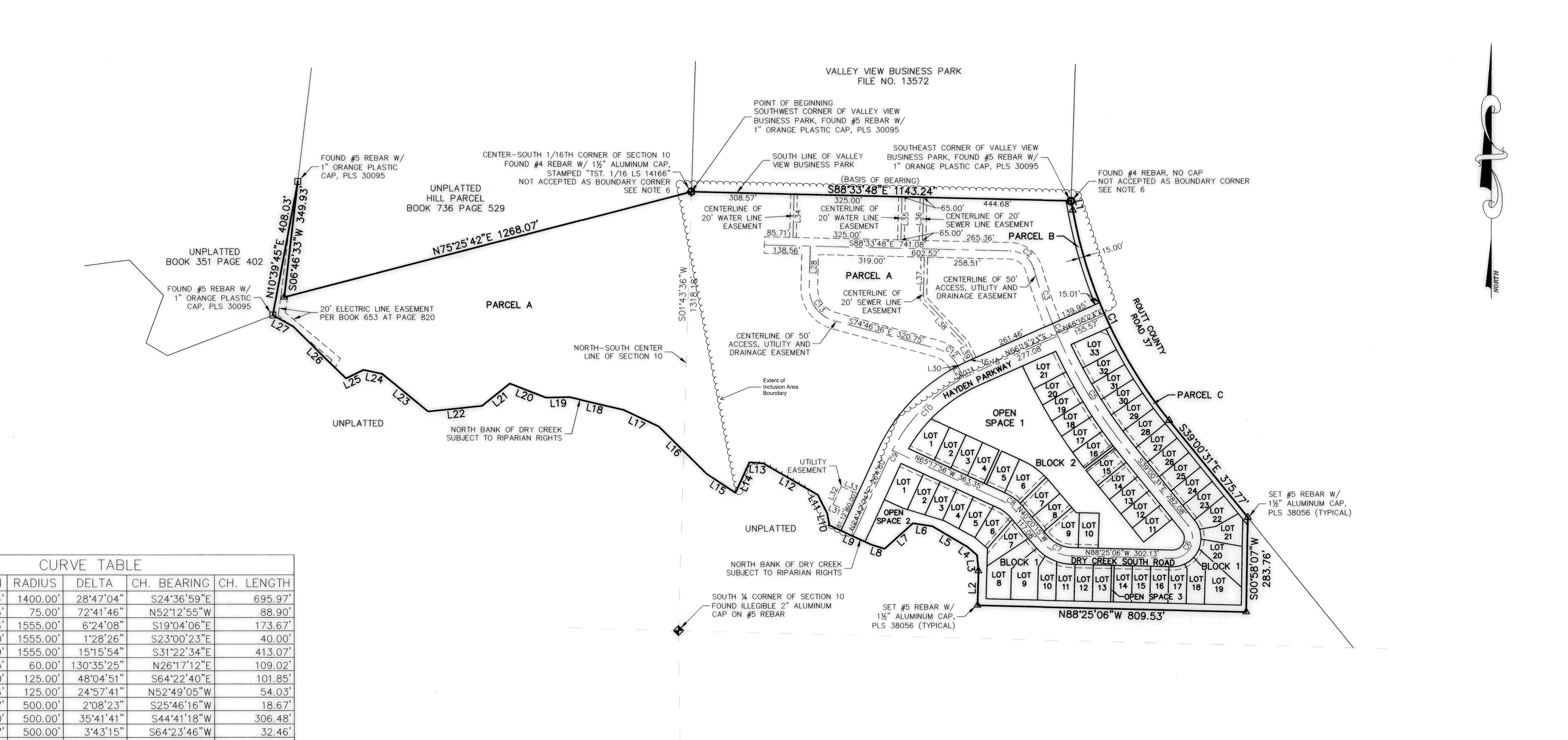
LOCATED IN THE SOUTH ½ OF SECTION 10,

TOWNSHIP 6 NORTH, RANGE 88 WEST OF THE 6TH P.M.,

TOWN OF HAYDEN, ROUTT COUNTY, COLORADO,

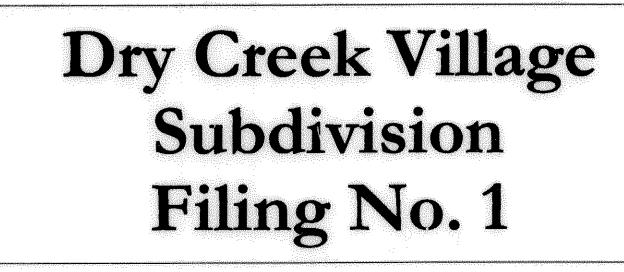
CONTAINING 47.18 ACRES, MORE OR LESS

HAYDEN METRO DISTRICT INCLUSIONARY AREA BOUNDARIES



L	INE TABLE			INE TABLE	
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
	S10°13'27"E	28.73'	L21	S51°22'59"W	107.14
L2	N01°34'54"E	103.08'	L22	S83°57'02"W	163.72
L3	N05°01'18"W	47.24	L23	N50°48'50"W	178.74
L4	N49°01'11"W	38.25'	L24	N78°20'53"W	57.26'
L5	N59°40'24"W	123.06'	L25	S63°53'09"W	58.45
L6	N81°21'27"W	58.96'	L26	N45°32'48"W	222.24
L7	S48°01'27"W	114.04	L27	N60°56'21"W	70.50'
L8	N73°08'06"W	40.90'	L28	S01°26'12"W	125.03'
L9	N65°17'56"W	140.38	L29	N27°27'51"W	40.00'
L10	N10°48'30"W	36.38'	L30	N27°27'51"W	2.31'
L11	N26°55'19"W	62.21	L31	N65°17'56"W	54.17'
L12	N59°52'07"W	189.67	L32	N24°42'04"E	60.00'
L13	N85°25'45"W	41.56	L33	S65°17'56"E	54.17'
L14	S24°52'36"W	100.99	L34	S01°26'12"W	130.00'
L15	N56°44'35"W	103.16'	L35	S01°26'12"W	130.00'
L16	N45°21'48"W	203.91'	L36	S01°26'12"W	130.00'
L17	N64°35'53"W	116.10	L37	S01°26'12"W	125.05
L18	N76°59'35"W	167.02'	L38	S43°33'48"E	179.70'
L19	S88°41'00"W	71.37'	L39	S27°27'51"E	56.51
L20	N68°54'44"W	116.28'			

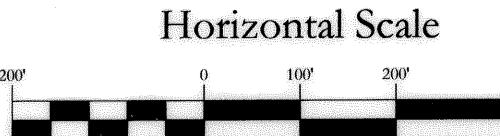
PARCEL A 30.89 ACRES
PARCEL B 0.11 ACRES
PARCEL C 0.25 ACRES
RIGHT OF WAY 3.89 ACRES
OPEN SPACE 3.47 ACRES
RESIDENTIAL LOTS 8.57 ACRES
TOTAL 47.18 ACRES

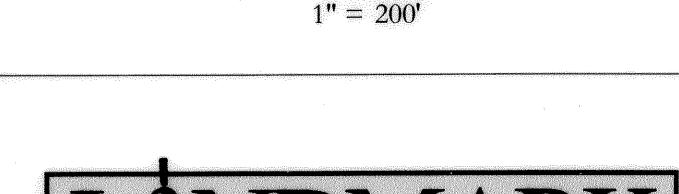


 DATE:
 01-03-08
 DWN. BY: JMB

 JOB NO.
 1408-008
 CHK. BY: WDS

 DWG. NO.
 1408-008 FPIat
 SURV. BY: LCI

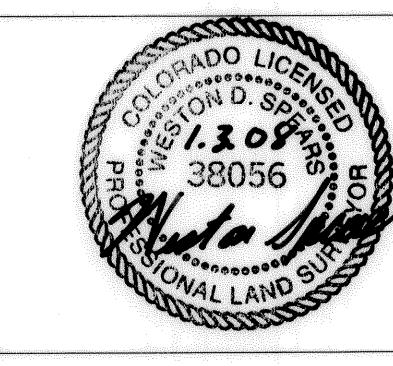






141 9th Street, P.O. Box 774943
Steamboat Springs, Colorado 80477
Phone (970) 871-9494 Fax (970) 871-9299
www.LANDMARK-CO.com

SHEET NO.



File No. 13814

EXHIBIT C-3

Proof of Ownership and Consents

VINCENT ENGLISH AND DIANA ENGLISH

c/o Pacific North Enterprises, LLC 900 Castleton Road, Suite 118 Castle Rock, CO 80109

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

Re: Proposed Dry Creek Village West Metropolitan District Nos. 1-3 (collectively, the "Districts")

To the Town Council of the Town of Hayden:

The property owned by Orchard Mesa Estates I, LP of approximately 18.90 acres more or less (the "Property") has been under contract with Vincent and Diana English, who, under the auspices of Pacific North Enterprises, LLC, are in the process of forming the Districts to contain the Property in the initial boundaries of the proposed Service Plan for the Districts. This letter is to advise that we provide our authorization and consent to the organization of the Districts assuming the closing occurs on the Property.

Property Owners:

EXHIBIT D

Capital Plan

The preliminary infrastructure plan identifies initial estimates for streets, water, sewer, storm drainage, park and recreation, landscaping/open space and other public improvements that are authorized to be funded by the Districts. Due to the pending approval process of the development plan for the Project and potential changes to zoning and development based upon final approval of development plan(s) for the Project, additional detail regarding water, sewer, and storm drainage improvements will be identified during the approval processes that will be undertaken in the future.

ProjectHayden Metro District #1LocationHayden , CO

Item	Description	EST. Budget
1	Grading / Miscellaneous	\$ 381,688.00
2	Roadway Improvements	\$ 1,517,557.00
3	Potable Waterline Improvements	\$ 1,421,664.00
4	Sanitary Sewer Improvements	\$ 318,540.00
5	Storm Drainage Improvements	\$ 183,080.00
6	Irrigation, Open Space, Parks, & Trails	\$955,572.00
7	Admin. / Design / Permitting / Etc.	\$ 1,421,899.00

Infrastructure Subtotal \$ 6,200,000.00

Contingency (15%) \$ 930,000.00

Total Cost \$ 7,130,000.00

EXHIBIT E

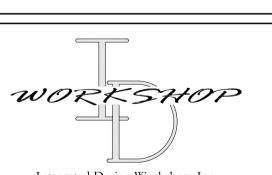
Map Depicting Public Improvements

The preliminary infrastructure plan identifies initial estimates for streets, water, sewer, storm drainage, park and recreation, landscaping/open space and other public improvements that are authorized to be funded by the Districts. Due to the pending approval process of the development plan for the Project and potential changes to zoning and development based upon final approval of development plan(s) for the Project, additional detail regarding water, sewer, and storm drainage improvements will be identified during the approval processes that will be undertaken in the future.



LEGAL NOTICE

By submitting these plans, the landscape achitect has performed the contracted design services with due diligence and care in accordance with current colorado law and accepted landscape architectural practices and ethics. Any discrepencies discovered by the use of these plans shall be reported immediatley to the landscape architect. A failure to notify the landscape architect through the approved process outlined in the specifications shall relieve the landscape architect from all liabilities. Changes made to the plans whithout the issuance of an addendum, or without the written consent of the landscape architect shall be considered unauthorzed. Unathorized changes to the plans relieve the landscape architect from all liabilities.



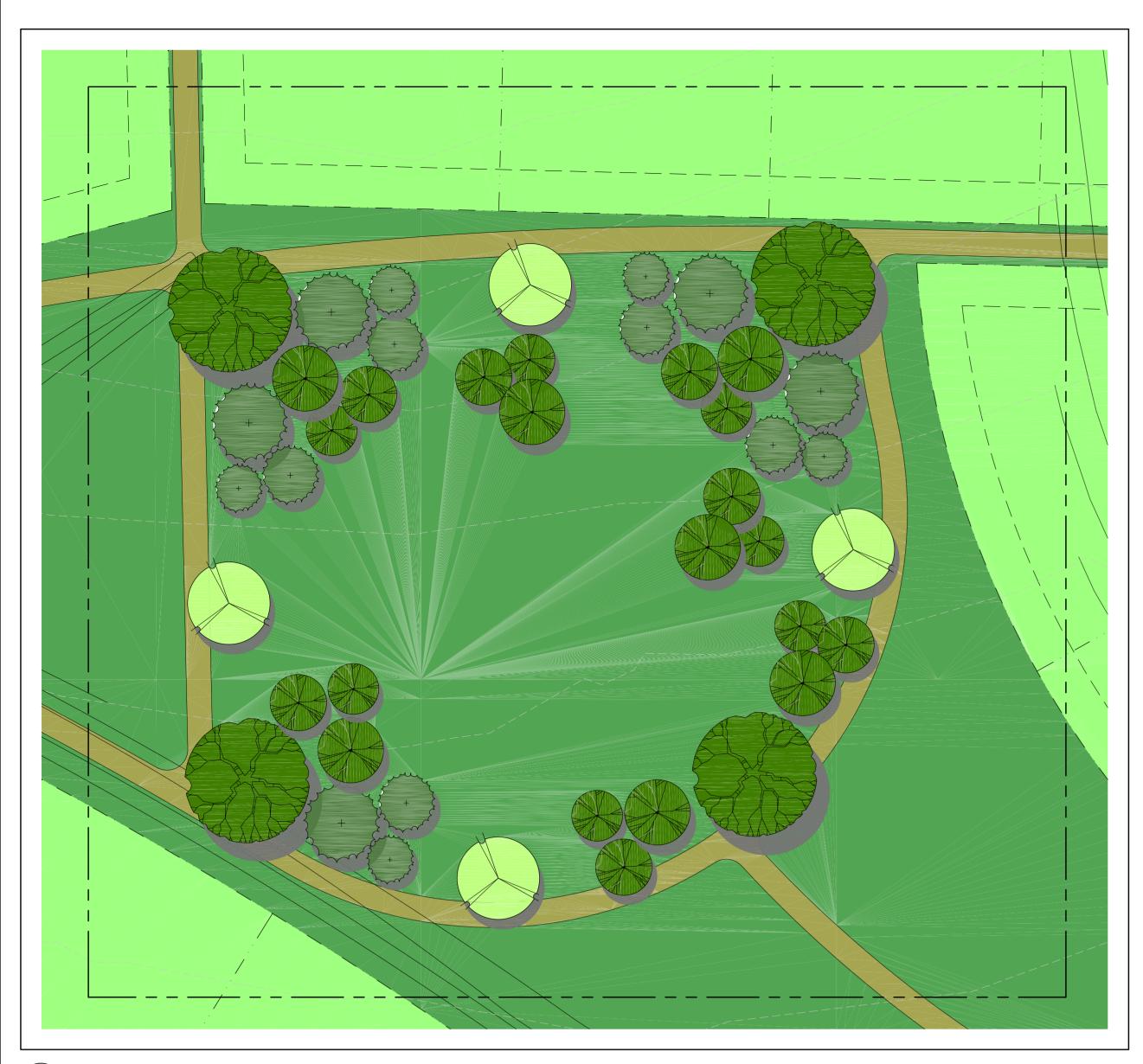
Integrated Design Workshop, Inc. Landscape Architecture - Site Planning - Conceptual Design PO Box 264 Oak Creek, CO 80467 970.736.2314 (office) 970.846.0117(cell)

PLAN AND ENLARGEMENTS

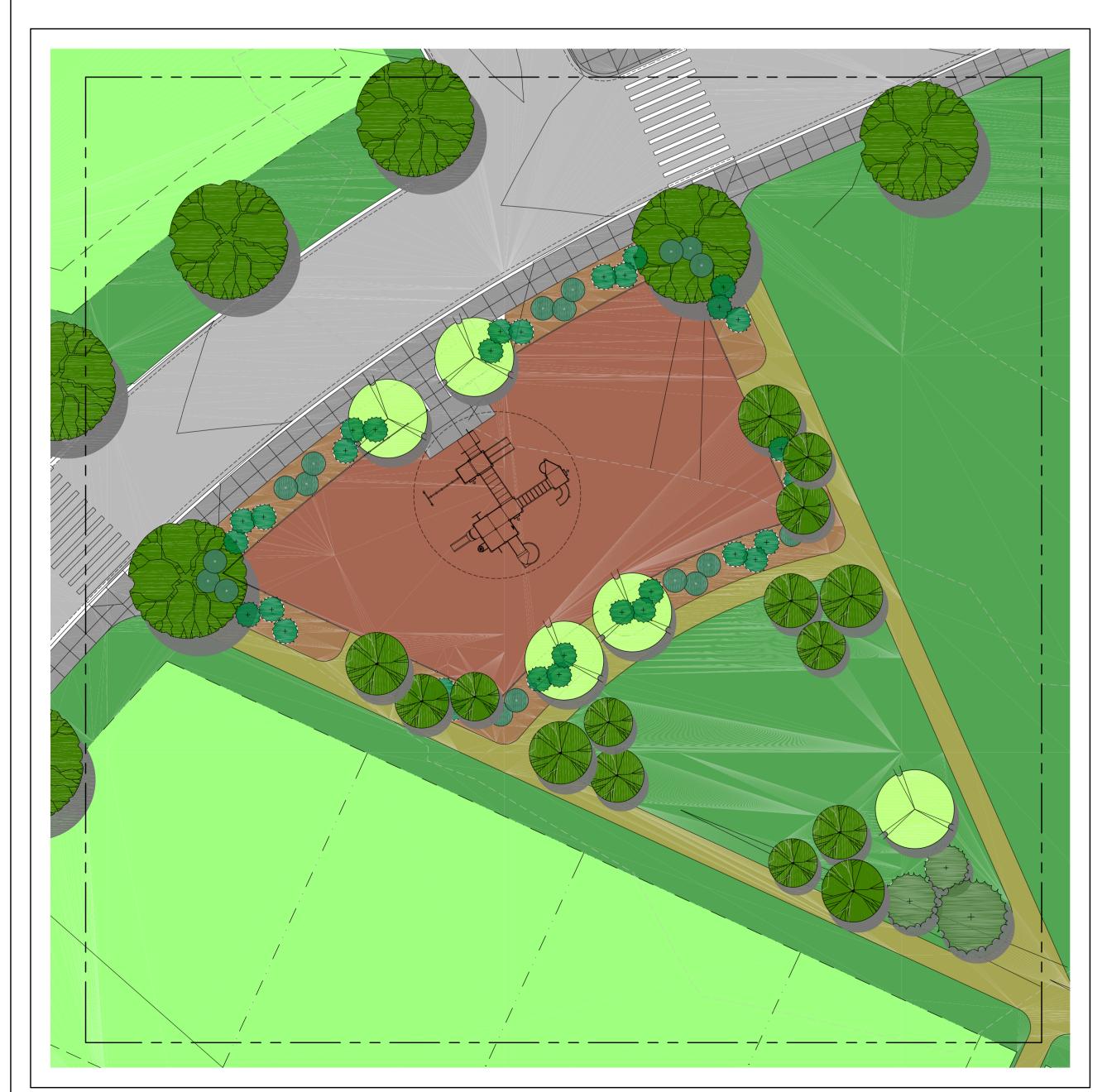
MOT FOR MOTRUUTION

SCALE: I" = 60' DATE: 09/22/05 JOB: DryCreek 006-05 REV.: FILE: DryCreek-Rn.dwg

CHECKED: AAB



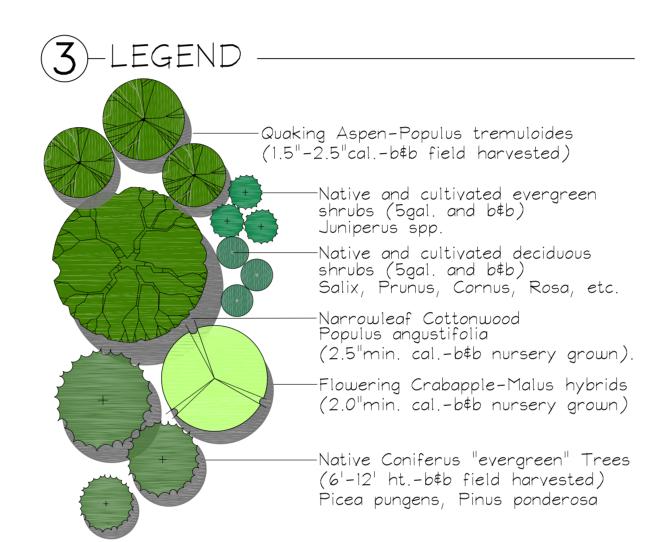
1-ENLARGEMENT: PICNIC AREA 'A'-



5-ENLARGEMENT: PLAYGROUND-

2-SAMPLE PLANT LIST -

	TREE	<u> </u>	
SYM	COMMON NAME	SCIENTIFIC NAME:	SIZE
ctn asp mal	Narrowleaf Cottonwood Quaking Aspen Ornamental Crab	Malus 'species'	3.0" cal. 1.5" - 3.5" cal. 2.0" - 2.5" cal
pic pip spr	Lodgepole Pine Ponderosa Pine Colorado Spruce	Pinus contorta Pinus ponderosa Picea pungens	8'-16' ht. 8'-16' ht. 8'-16' ht.
	SHRU:	BS	
SYM	COMMON NAME	SCIENTIFIC NAME:	SIZE
coj buj ypt sag chk ser rtd arh ros	Common Juniper Buffalo Juniper Native Yellow Potentilla Big Sage Brush Native Chokecherry Utah Serviceberry Redtwig Dogwwod Bush Honey Suckle Native Pink Shrub Rose	Juniperus communis Juniperus sabina 'buffalo' Potentilla fruticosa Artemisia tridentata Prunus virginiana melanocarpa Amelanchier utahensis Cornus stolonifera Lonicera involucrata Rosa woodsii	5 gal. "" "" "" "" "" "" "" ""
SYM	PERENN COMMON NAME	SCIENTIFIC NAME:	SIZE
col ast cor echl ech2 eri gai ger lup mon	Rocky Mountain Columbine Colorado Aster Lance-leaf Coreopsis Purple Coneflower White Coneflower Showy Daisy Native Blanket Flower Richardsons Geranium Blue Lupine Red Bee-Balm	Aquilegia caerulea Aster coloradoensis Coreopsis lanceolata Echinacea purpurea Echinacea purpurea 'white swa Erigeron speciosus Gaillardia aristata Geranium richardsonii Lupinus 'the govenor' Monarda 'scarlet red'	1 gal.
pen rud	Rocky Mountain Penstemon Black-eyed Susan	Penstemon strictus Rudbeckia fulgida 'goldstrum'	



6-NOTES

1. Prior to the start of any excavation for the project both on and of the site, the contractor shall notify digsafe and be provided with a digsafe number indicating that all existing utilities have been located and marked.

- Contractor shall begin maintenance immediately after planting and will continue until final acceptance.
- 3. Contractor shall verify all tree removals with landscape architect prior to construction start.
- 4. Contractor shall maintain positive drainage away from all building foundations, structures, and planting beds.
- 5. Maximum slope within disturbed areas shall not exceed 3:1, unless otherwise
- 6. The landscape contractor shall supply all plant materials in quantities sufficient to complete all plantings shown on this drawing.
- 7. All materials shall conform to the guidelines established by the American
- association of nurserymen.

 8. All plants shall bear the same relationship to finish grade as to original grades
- before digging.

 9. All plants to be balled in burlap or containerized.

in color and free of wood chips thicker than 1/4 inch.

- 10. Mulch for planted areas to be aged cedar bark: partially decomposed, dark brown
- c.Y. To 1 c.Y. Or equivalent. Peat moss with fertilizer added per manufacturer's recommended rates.

11. Planting soil mix: loam thoroughly incorporated with rotted manure proportioned 5

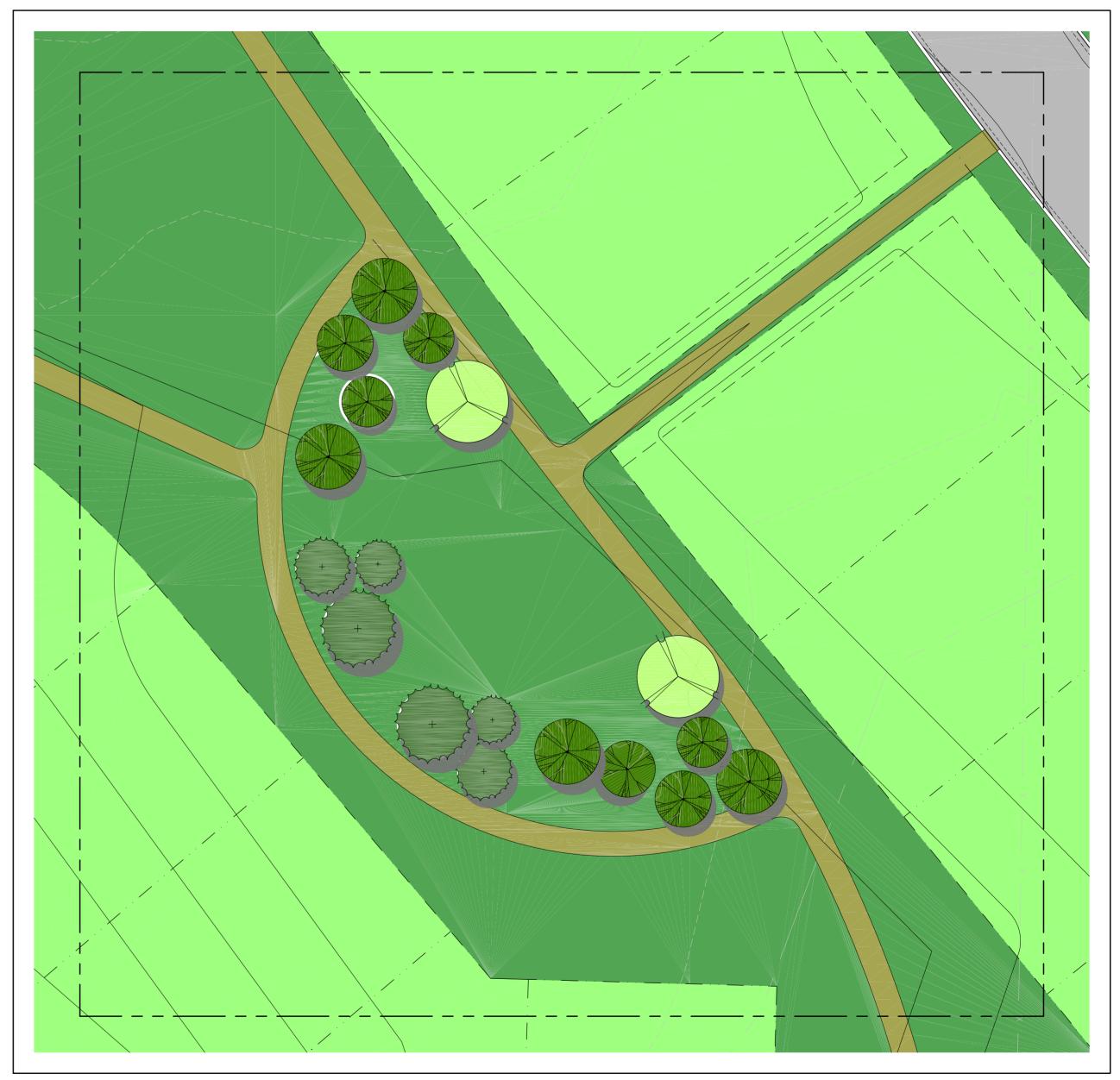
- 12. The landscape contractor shall guarantee all plant materials for one (1) full year from date of acceptance.
- 13. All plant materials are subject to the approval of the landscape architect, at the nursery, and at the site.

14. Landscape architect to flag all trees to be transplanted prior to construction start.

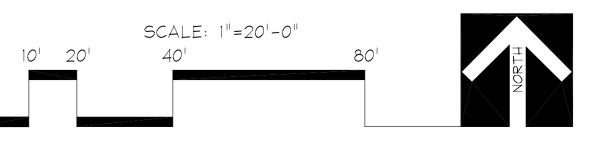
- 15. All areas of the site which have been disturbed and not otherwise developed shall be loamed and seeded with a minimum depth of 6" depth topsoil.
- 16. This plan is for illustrative purposes only. This is not a construction document
- 17. Plant material will be specified at time of final plan preparation. It is the intent of the Owner to use a native plant palette as much as possible with all plants being in compliance with The Town of Hayden guidelines and recommendations.
- 18. All proposed shrub and tree plantings to be drip irrigated. Sod areas to be spray irrigated, and native seed areas to be non-irrigated.
- 19. The landscape will be maintained in a professional manner to industry standards.
- 20. Base information provided by Landmark Consultants, Inc.
- 21. Property Line to be used as the limits of disturbance. All disturbed areas to be revegetated as specified on the final Landscape Master Plan (to be issued prior to construction documents).



4-ENLARGEMENT: PICNIC AREA B'



7-ENLARGEMENT: PICNIC AREA 'C'-



LEGAL NOTICE

By submitting these plans, the landscape achitect has performed the contracted design services with due diligence and care in accordance with current colorado law and accepted landscape architectural practices and ethics.

Any discrepencies discovered by the use of these plans shall be reported immediatley to the landscape architect. A failure to notify the landscape architect through the approved process outlined in the specifications shall relieve the landscape architect from all liabilities.

Changes made to the plans whithout the issuance of an addendum, or without the written consent of the landscape architect shall be

considered unauthorzed. Unathorized changes to the plans relieve the landscape architect



SITE ENLARGEMENTS

NOT FOR CONSTRUCTION

SCALE: I"=20-0" DATE: 09/22/05

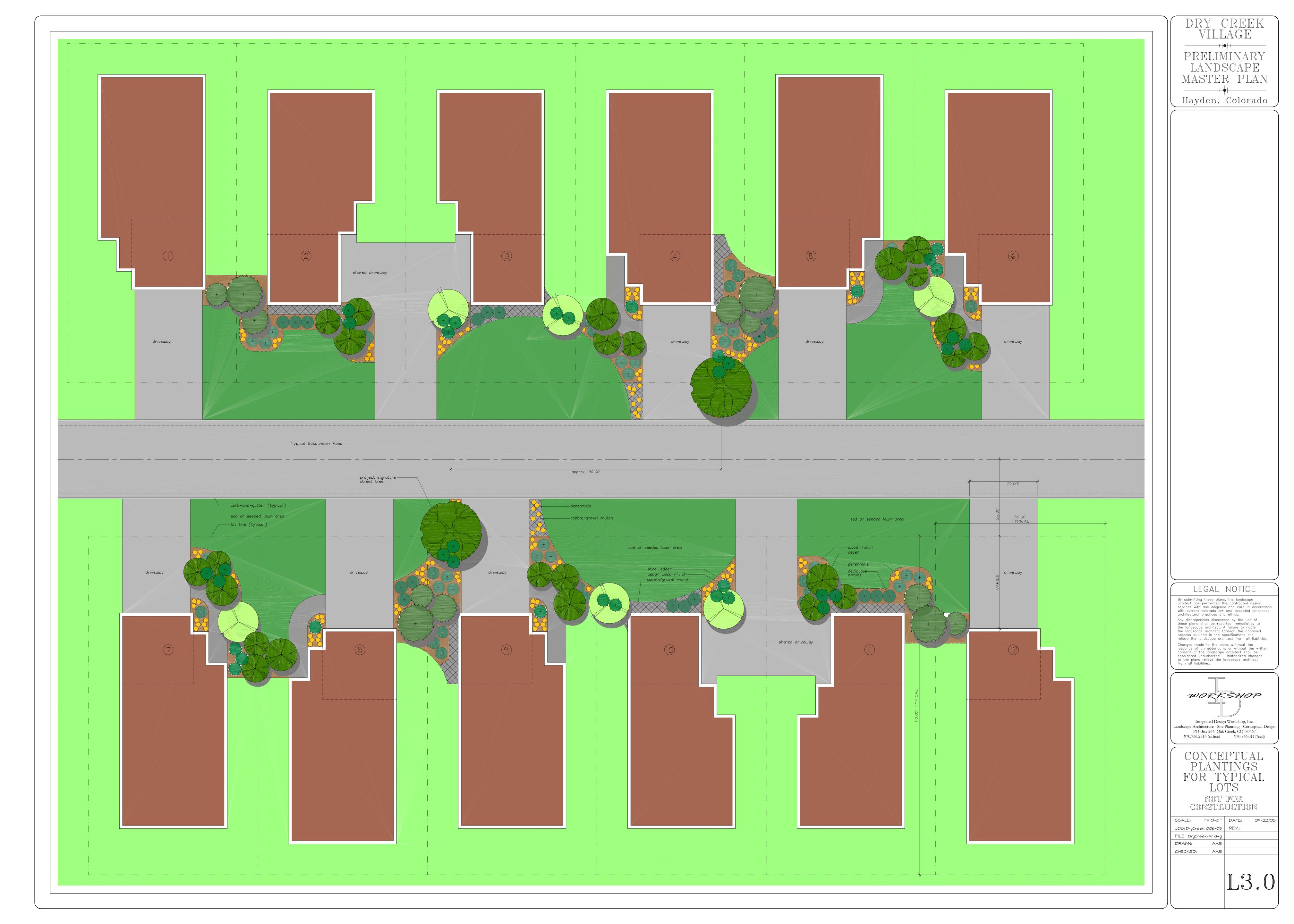
JOB: DryCreek 006-05 REV.:

FILE: DryCreek-Rn.dwg

DRAWN: AAB

CHECKED: AAB

L2.0



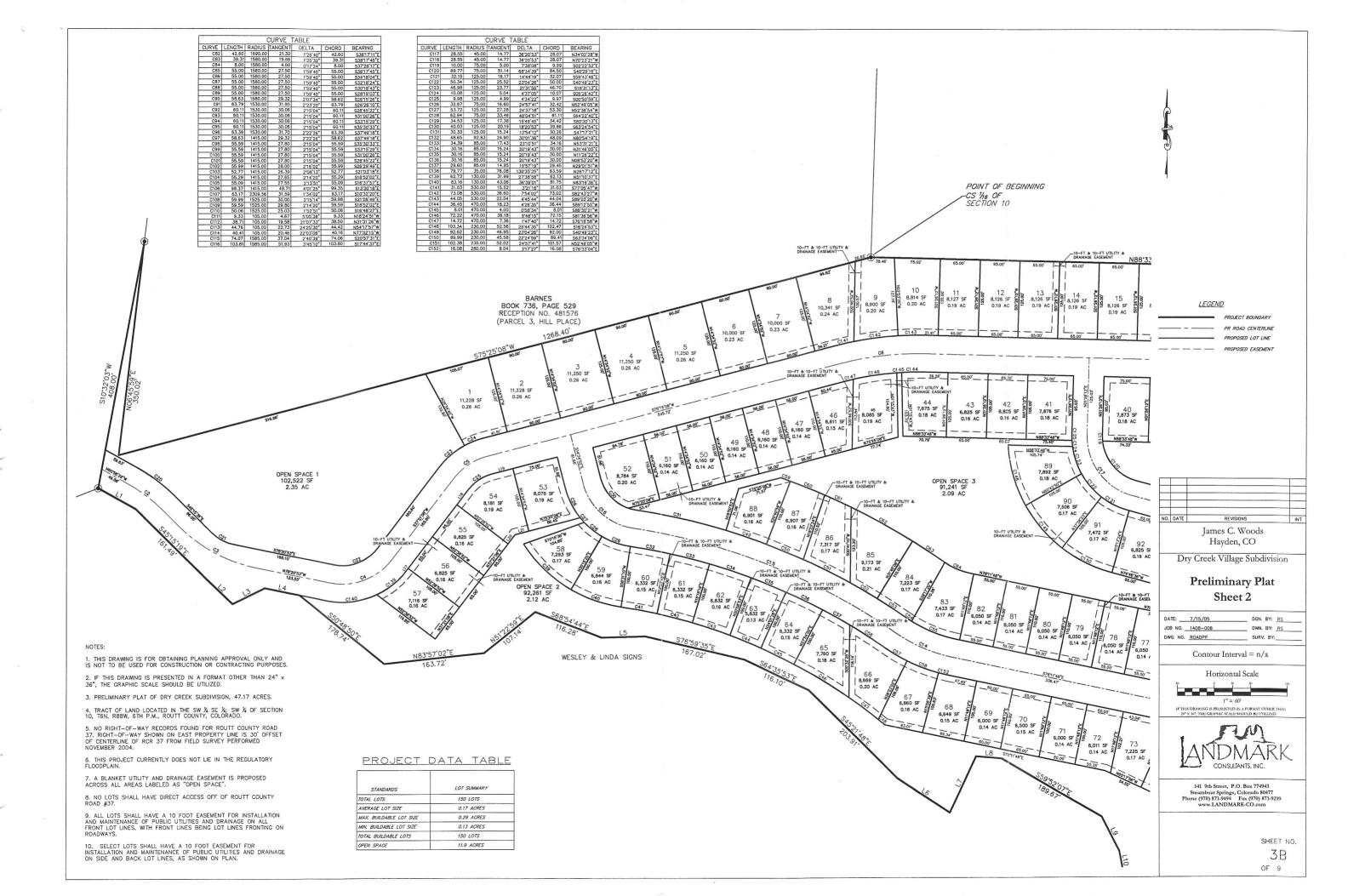


EXHIBIT F

Financial Plan

This forecast is only an example of what might be done and is meant to show the capacity of the Districts to issue debt. As such, the dates, mill levies, valuations, amount of the bond proceeds, and revenues may differ when debt is issued, and this forecast will not be binding on the Districts as long as the debt falls within the restrictions in the text of the Service Plan.



o: Dry Creek Village West Metropolitan District (the "District")

CC: David O'Leary, Spencer Fane LLP, as District Counsel

From: Stifel

Date: June 24, 2025

Subject: Proposed Dry Creek Village West Metropolitan District

Stifel has analyzed the bonding capacity for the proposed Dry Creek Village West Metropolitan District per the build-out assumptions provided by the Developer. The below analysis summarizes these assumptions; however, it does not include an independent verification of the accuracy of the information or assumptions.

<u>Expected Development:</u> The assumptions within have been provided by the Developer and form the basis of the analysis for the bonding capacity for the District.

The Development is planned for single family attached and detached units.

- 95 total units
 - o 5 single family homes, completed from 2026 2028, starting at an estimated price of \$1,500,000
 - The estimated improved lot value is \$250,000/home
 - o 90 single family attached homes, with 30 completed each year from 2026 2028, starting at an estimated price of \$850,000

MEMO

The estimated improved lot value is \$150,000/home

<u>Limited Tax General Obligation Bond Financing Assumptions:</u> The maximum debt service mill levy is 50.000 mills. The model assumes the District will issue Limited Tax General Obligation Bonds in 2025, with a par amount of \$3,500,000. At issuance, it is projected that the District will fund cost of issuance, a debt service reserve fund in the amount of \$342,596, capitalized interest in the amount of \$630,000, and a project fund of \$2,207,404. The following assumptions were used in this model:

- 1. Specific Ownership Tax revenues have been calculated based on applying a factor of 6.0% to annual property tax revenues
- 2. A collection fee of 3% of property taxes
- 3. A biennial inflation rate of 2%
- 4. Annual earnings on the debt service reserve fund of 2%
- 5. The transaction is structured with a 30-year amortization and a projected interest rate of 6.00%

Based upon the development assumptions provided and the financial assumptions within the attached Financing Plan for the proposed District, the projected revenue is sufficient to finance \$3,500,000 of bonds. The bonding capacity could be higher if home prices are higher than anticipated and/or biennial inflation occurs at a rate greater than 2%. However, if growth and development do not occur as projected, the District may not be able to support the additional debt under the presented assumptions.

Assessment Revenue Bond Financing Assumptions: The model assumes the District will issue Assessment Revenue Bonds in 2025, with a par amount of \$4,915,000, based upon the anticipate value of the lots and the assessment lien, as described below. At issuance, it is projected that the District will fund cost of issuance, a debt service reserve fund in the amount of \$475,000, capitalized interest in the amount of \$810,975, and a project fund of \$3,307,950. The financing is anticipated to be structured using a 20-year amortization with prepayment allowed as assessments are paid. The projected interest rate is 5.50%. The following assumptions were used in this model:

Value to Lien Ratio:	3:1
Number of Lots	95
Average Value per Lot	\$155,263
Total Improved Land Value	\$14,750,000
Average Lien per Lot	\$51,754
Annual Lien per Lot	\$2,588
Total Assessment	\$4,916,667

Based upon the development assumptions provided and the financial assumptions within the attached Financing Plan for the proposed District, the projected revenue is sufficient to finance \$4,915,000 of bonds. The bonding capacity could be higher if the improved lot values are higher than anticipated. With assessments, the liens are generally paid off when the property transfers. If the property never transfers, then the burden of the assessment lien will fall upon the Developer/land owner.

Conclusion: The assumptions disclosed in the Financial Plan are those of the Developer and have not been independently reviewed by Stifel. Those assumptions identified are believed to the significant factors in determining financial feasibility of the Development. As true with financial projections included in any model for a metropolitan district, these financial projections do not constitute a commitment to construct any specific housing units, nor do they obligate the Developer to begin new construction on any specific timetable. The timing, amounts, and interest rates of the individual debt issues will be subject to market conditions and to the credit analysis performed at the time of issuance by institutional investors, or by the Developer for any debt of the District they purchase directly. The ability to issue debt in the future will also depend on the level of development achieved within the District, and on the rate of taxes imposed by the District within to the limits created by the Service Plan. There is a high probability that the forecasted results will differ from future tax base factors and such variations can be material.

Stifel has not independently reviewed the assumptions that the financial model is based upon and Stifel cannot assure the achievability of the information provided by the Development. Due to the inherent nature of future events, which are subject to change, the actual results may vary materially from the results presented herein. Stifel has no responsibility or obligation to update this information or this financial model for events occurring after the date of this report.

Sincerely,

Out Main

Alan Matlosz, Managing Director Stifel, Nicolaus and Company

General Information Exclusion Disclosure

Stifel, Nicolaus & Company, Incorporated ("Stifel") has prepared the attached materials. Stifel provides you with the following disclosures pursuant to Section 15B of the Securities Exchange Act and Municipal Securities Rulemaking Board Rule G-23. Unless otherwise agreed, (a) Stifel is not recommending an action to you; (b) Stifel is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act to you with respect to the information and material contained in this communication; (c) Stifel is acting for its own interests; and (d) you should discuss any information and material contained in this communication with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material.

These materials have been prepared by Stifel for the client or potential client to whom such materials are directly addressed and delivered for discussion purposes only. All terms and conditions are subject to further discussion and negotiation. Stifel does not express any view as to whether financing options presented in these materials are achievable or will be available at the time of any contemplated transaction. These materials do not constitute an offer or solicitation to sell or purchase any securities and are not a commitment by Stifel to provide or arrange any financing for any transaction or to purchase any security in connection therewith and may not relied upon as an indication that such an offer will be provided in the future. Where indicated, this presentation may contain information derived from sources other than Stifel. While we believe such information to be accurate and complete, Stifel does not guarantee the accuracy of this information. This material is based on information currently available to Stifel or its sources and is subject to change without notice. Stifel does not provide accounting, tax or legal advice; however, you should be aware that any proposed indicative transaction could have accounting, tax, legal or other implications that should be discussed with your advisors and /or counsel as you deem appropriate.

Dry Creek Village West Metropolitan District

Limited Tax General Obligation Refunding Bonds, Series 2025

Cover

Assumptions:

Analysis Date: 6/1/2025
Rating: Non-rated
Term: 30-Years

Structure: Fixed-Rate/Stated Amortization

Revenue: District Mill Levy 50.000

Biennial Inflation: 2%

Issue	New Money Par Amount	Project Fund
Series 2025A	3,500,000	2,207,404
Total	3,500,000	2,207,404



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				Series 202	5 Debt Service				
Collection	Available for				Capitalized	Reserve Fund		Coverage	Coverage
Year	Debt Service	Principal	Coupon	Interest	Interest	Earnings ⁽¹⁾	Net Debt Service	%	\$
2025	-								
2026	-			210,000	(210,000)	(6,852)	(6,852)		6,852
2027	31,068			210,000	(210,000)	(6,852)	(6,852)		37,920
2028	123,035			210,000	(210,000)	(6,852)	(6,852)		129,887
2029	221,236			210,000		(6,852)	203,148	1.09	18,088
2030	286,764	35,000	6.000%	210,000		(6,852)	238,148	1.20	48,616
2031	286,107	35,000	6.000%	207,900		(6,852)	236,048	1.21	50,059
2032	291,969	40,000	6.000%	205,800		(6,852)	238,948	1.22	53,021
2033	291,285	45,000	6.000%	203,400		(6,852)	241,548	1.21	49,737
2034	297,251	50,000	6.000%	200,700		(6,852)	243,848	1.22	53,402
2035	296,539	55,000	6.000%	197,700		(6,852)	245,848	1.21	50,691
2036	302,610	60,000	6.000%	194,400		(6,852)	247,548	1.22	55,062
2037	301,869	65,000	6.000%	190,800		(6,852)	248,948	1.21	52,921
2038	308,047	75,000	6.000%	186,900		(6,852)	255,048	1.21	52,999
2039	307,277	80,000	6.000%	182,400		(6,852)	255,548	1.20	51,728
2040	313,562	90,000	6.000%	177,600		(6,852)	260,748	1.20	52,814
2041	312,761	90,000	6.000%	172,200		(6,852)	255,348	1.22	57,413
2042	319,156	105,000	6.000%	166,800		(6,852)	264,948	1.20	54,208
2043	318,322	110,000	6.000%	160,500		(6,852)	263,648	1.21	54,674
2044	324,829	120,000	6.000%	153,900		(6,852)	267,048	1.22	57,780
2045	323,961	130,000	6.000%	146,700		(6,852)	269,848	1.20	54,113
2046	330,580	140,000	6.000%	138,900		(6,852)	272,048	1.22	58,532
2047	329,678	150,000	6.000%	130,500		(6,852)	273,648	1.20	56,030
2048	336,411	165,000	6.000%	121,500		(6,852)	279,648	1.20	56,763
2049	335,473	170,000	6.000%	111,600		(6,852)	274,748	1.22	60,724
2050	342,322	190,000	6.000%	101,400		(6,852)	284,548	1.20	57,774
2051	341,345	200,000	6.000%	90,000		(6,852)	283,148	1.21	58,197
2052	348,312	215,000	6.000%	78,000		(6,852)	286,148	1.22	62,164
2053	347,296	230,000	6.000%	65,100		(6,852)	288,248	1.20	59,048
2054	354,382	250,000	6.000%	51,300		(6,852)	294,448	1.20	59,933
2055	353,324	605,000	6.000%	36,300		(349,448)	291,852	1.21	61,472
		3,500,000		4,722,300	(630,000)	(548,153)	7,044,148		_

(1) Reserve Fund earnings

2%

⁽²⁾ Notes: Preliminary and subject to change; interest rate assumptions are based on current market conditions and similar credits; issuer's actual results may differ, and Stifel makes no commitment to underwrite at these levels; and costs of issuance and underwriter's discount are estimates for discussion purposes.

Series 2025A	
Par Amount	3,500,0
Project Funds	2,207,4
Reserve Fund	342,5

6/24/2025



Limited Tax General Obligation Refunding Bonds, Series 2025

Summary of Revenues

			Cash Receipts			Cash Disbu	rsements	
		Property Tax	- 50 Mills					
Collection Year	Total AV	Debt Service Mill Levy	Net Property Taxes 99.50%	Specific Ownership Taxes 6.00%	Total Cash Receipts	Treasurer Collection Fee 3.00%	Trustee Fee (\$7,000)	Available for Debt Service
2026	-	50.000	-	-	-	-	(7,000)	-
2027	702,000	50.000	34,925	2,095	37,020	1,048	(7,000)	31,068
2028	2,397,948	50.000	119,298	7,158	126,456	3,579	(7,000)	123,035
2029	4,208,868	50.000	209,391	12,563	221,955	6,282	(7,000)	221,236
2030	5,417,255	50.000	269,508	16,171	285,679	8,085	(7,000)	286,764
2031	5,405,131	50.000	268,905	16,134	285,040	8,067	(7,000)	286,107
2032	5,513,234	50.000	274,283	16,457	290,740	8,229	(7,000)	291,969
2033	5,500,621	50.000	273,656	16,419	290,075	8,210	(7,000)	291,285
2034	5,610,633	50.000	279,129	16,748	295,877	8,374	(7,000)	297,251
2035	5,597,511	50.000	278,476	16,709	295,185	8,354	(7,000)	296,539
2036	5,709,461	50.000	284,046	17,043	301,088	8,521	(7,000)	302,610
2037	5,695,808	50.000	283,366	17,002	300,368	8,501	(7,000)	301,869
2038	5,809,724	50.000	289,034	17,342	306,376	8,671	(7,000)	308,047
2039	5,795,520	50.000	288,327	17,300	305,627	8,650	(7,000)	307,277
2040	5,911,431	50.000	294,094	17,646	311,739	8,823	(7,000)	313,562
2041	5,896,652	50.000	293,358	17,602	310,960	8,801	(7,000)	312,761
2042	6,014,585	50.000	299,226	17,954	317,179	8,977	(7,000)	319,156
2043	5,999,210	50.000	298,461	17,908	316,368	8,954	(7,000)	318,322
2044	6,119,194	50.000	304,430	18,266	322,696	9,133	(7,000)	324,829
2045	6,103,198	50.000	303,634	18,218	321,852	9,109	(7,000)	323,961
2046	6,225,262	50.000	309,707	18,582	328,289	9,291	(7,000)	330,580
2047	6,208,619	50.000	308,879	18,533	327,412	9,266	(7,000)	329,678
2048	6,332,792	50.000	315,056	18,903	333,960	9,452	(7,000)	336,411
2049	6,315,477	50.000	314,195	18,852	333,047	9,426	(7,000)	335,473
2050	6,441,786	50.000	320,479	19,229	339,708	9,614	(7,000)	342,322
2051	6,423,772	50.000	319,583	19,175	338,758	9,587	(7,000)	341,345
2052	6,552,247	50.000	325,974	19,558	345,533	9,779	(7,000)	348,312
2053	6,533,505	50.000	325,042	19,503	344,544	9,751	(7,000)	347,296
2054	6,664,175	50.000	331,543	19,893	351,435	9,946	(7,000)	354,382
2055	6,644,676	50.000	330,573	19,834	350,407	9,917	(7,000)	353,324



Limited Tax General Obligation Refunding Bonds, Series 2025

Residential Development

			Single Fa	mily Homes		Duplex Homes				
		Number of		Value Per		Number of		Value Per		
Completion	Collection	Residential	Vacant Land	Unit	New Market Value	Residential	Vacant Land	Unit	New Market Value	
Year	Year	Units	10%	\$1,500,000		Units	10%	\$850,000		
2024	2026	-	-	1,500,000	-	-	-	850,000	-	
2025	2027	-	150,000	1,500,000	-	-	2,550,000	850,000	-	
2026	2028	1	150,000	1,530,000	1,530,000	30	-	867,000	26,010,000	
2027	2029	2	-	1,560,600	3,121,200	30	-	884,340	26,530,200	
2028	2030	2	(300,000)	1,591,812	3,183,624	30	(2,550,000)	902,027	27,060,804	
2029	2031	-	-	1,623,648	-	-	-	920,067	-	
2030	2032	-	-	1,656,121	-	-	-	938,469	-	
2031	2033	-	-	1,689,244	-	-	-	957,238	-	
2032	2034	-	-	1,723,029	-	-	-	976,383	-	
2033	2035	-	-	1,757,489	-	-	-	995,910	-	
2034	2036	-	-	1,792,639	-	-	-	1,015,829	-	
2035	2037	-	-	1,828,492	-	-	-	1,036,145	-	
2036	2038	-	-	1,865,061	-	-	-	1,056,868	-	
2037	2039	-	-	1,902,363	-	-	-	1,078,006	-	
2038	2040	-	-	1,940,410	-	-	-	1,099,566	-	
2039	2041	-	-	1,979,218	-	-	-	1,121,557	-	
2040	2042	-	-	2,018,803	-	-	-	1,143,988	-	
2041	2043	-	-	2,059,179	-	-	-	1,166,868	-	
2042	2044	-	-	2,100,362	-	-	-	1,190,205	-	
2043	2045	-	-	2,142,369	-	-	-	1,214,009	-	
2044	2046	-	-	2,185,217	-	-	-	1,238,289	-	
2045	2047	-	-	2,228,921	-	-	-	1,263,055	-	
2046	2048	-	-	2,273,500	-	-	-	1,288,316	-	
2047	2049	-	-	2,318,970	-	-	-	1,314,083	-	
2048	2050	-	-	2,365,349	-	-	-	1,340,364	-	
2049	2051	-	-	2,412,656	-	-	-	1,367,172	-	
2050	2052	-	-	2,460,909	-	-	-	1,394,515	-	
2051	2053	-	-	2,510,127	-	-	-	1,422,405	-	
2052	2054	-	-	2,560,330	-	-	-	1,450,854	-	
2053	2055	-		2,611,536	-	-		1,479,871	-	
	l	5			7 83/ 82/	90			70 601 004	

5 7,834,824 90 79,601,004

Annual Increase 2%



Limited Tax General Obligation Refunding Bonds, Series 2025

Residential Assessed Valuation

Completion Year	Collection Year	Total Number of Units	Annual Market Value of New and Existing Residential	Biennial Revaluation 2%	Cumulative SF Residental Before Exemptions	Total Annual Change in Exemptions	Total Cumulative Market Value After Exemptions	Estimated Residential Assessment Rate	Residential Assessed Value
2024	2026	-	-	-	-	-	-	6.25%	-
2025	2027	-	-	-	-	-	-	6.80%	-
2026	2028	31	27,540,000	-	27,540,000	(2,754,000)	24,786,000	6.80%	1,685,448
2027	2029	32	29,651,400	-	57,191,400	(5,774,220)	51,417,180	6.80%	3,496,368
2028	2030	32	30,244,428	1,143,828	88,579,656	(8,914,147)	79,665,509	6.80%	5,417,255
2029	2031	-	-	-	88,579,656	(9,092,430)	79,487,226	6.80%	5,405,131
2030	2032	-	-	1,771,593	90,351,249	(9,274,279)	81,076,970	6.80%	5,513,234
2031	2033	-	-	-	90,351,249	(9,459,764)	80,891,485	6.80%	5,500,621
2032	2034	-	-	1,807,025	92,158,274	(9,648,960)	82,509,314	6.80%	5,610,633
2033	2035	-	-		92,158,274	(9,841,939)	82,316,335	6.80%	5,597,511
2034	2036	-	-	1,843,165	94,001,440	(10,038,778)	83,962,662	6.80%	5,709,461
2035	2037	-	-		94,001,440	(10,239,553)	83,761,886	6.80%	5,695,808
2036	2038	-	-	1,880,029	95,881,468	(10,444,344)	85,437,124	6.80%	5,809,724
2037	2039	-	-		95,881,468	(10,653,231)	85,228,237	6.80%	5,795,520
2038	2040	-	-	1,917,629	97,799,098	(10,866,296)	86,932,802	6.80%	5,911,431
2039	2041	-	-		97,799,098	(11,083,622)	86,715,476	6.80%	5,896,652
2040	2042	-	-	1,955,982	99,755,080	(11,305,294)	88,449,786	6.80%	6,014,585
2041	2043	-	-		99,755,080	(11,531,400)	88,223,680	6.80%	5,999,210
2042	2044	-	-	1,995,102	101,750,181	(11,762,028)	89,988,153	6.80%	6,119,194
2043	2045	-	-		101,750,181	(11,997,268)	89,752,913	6.80%	6,103,198
2044	2046	-	-	2,035,004	103,785,185	(12,237,214)	91,547,971	6.80%	6,225,262
2045	2047	-	-		103,785,185	(12,481,958)	91,303,227	6.80%	6,208,619
2046	2048	-	-	2,075,704	105,860,889	(12,731,597)	93,129,291	6.80%	6,332,792
2047	2049	-	-		105,860,889	(12,986,229)	92,874,659	6.80%	6,315,477
2048	2050	-	-	2,117,218	107,978,106	(13,245,954)	94,732,153	6.80%	6,441,786
2049	2051	-	-		107,978,106	(13,510,873)	94,467,233	6.80%	6,423,772
2050	2052	-	-	2,159,562	110,137,669	(13,781,090)	96,356,578	6.80%	6,552,247
2051	2053	-	-		110,137,669	(14,056,712)	96,080,956	6.80%	6,533,505
2052	2054	-	-	2,202,753	112,340,422	(14,337,846)	98,002,575	6.80%	6,664,175
2053	2055	-	-		112,340,422	(14,624,603)	97,715,819	6.80%	6,644,676

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Dry Creek Village West Metropolitan District

Limited Tax General Obligation Refunding Bonds, Series 2025

Total Assessed Valuation

Completion	Collection	Annual Change	Cumulative			Residential	Commercial		Collection
Year	Year	to Market	Market Value of	Estimated	Land Assessed	Assessed	Assessed	Total Assessed	Year
		Value	Vacant Land	Assessment Rate	Valuation	Valuation	Valuation	Value	
2024	2026	-	-	27.00%	-	-	-	-	2026
2025	2027	2,700,000	2,700,000	26.00%	702,000	-	-	702,000	2027
2026	2028	150,000	2,850,000	25.00%	712,500	1,685,448	-	2,397,948	2028
2027	2029	-	2,850,000	25.00%	712,500	3,496,368	-	4,208,868	2029
2028	2030	(2,850,000)	-	25.00%	-	5,417,255	-	5,417,255	2030
2029	2031	-	-	25.00%	-	5,405,131	-	5,405,131	2031
2030	2032	-	-	25.00%	-	5,513,234	-	5,513,234	2032
2031	2033	-	-	25.00%	-	5,500,621	-	5,500,621	2033
2032	2034	-	-	25.00%	-	5,610,633	-	5,610,633	2034
2033	2035	-	-	25.00%	-	5,597,511	-	5,597,511	2035
2034	2036	-	-	25.00%	-	5,709,461	-	5,709,461	2036
2035	2037	-	-	25.00%	-	5,695,808	-	5,695,808	2037
2036	2038	-	-	25.00%	-	5,809,724	-	5,809,724	2038
2037	2039	-	-	25.00%	-	5,795,520	-	5,795,520	2039
2038	2040	-	-	25.00%	-	5,911,431	-	5,911,431	2040
2039	2041	-	-	25.00%	-	5,896,652	-	5,896,652	2041
2040	2042	-	-	25.00%	-	6,014,585	-	6,014,585	2042
2041	2043	-	-	25.00%	-	5,999,210	-	5,999,210	2043
2042	2044	-	-	25.00%	-	6,119,194	-	6,119,194	2044
2043	2045	-	-	25.00%	-	6,103,198	-	6,103,198	2045
2044	2046	-	-	25.00%	-	6,225,262	-	6,225,262	2046
2045	2047	-	-	25.00%	-	6,208,619	-	6,208,619	2047
2046	2048	-	-	25.00%	-	6,332,792	-	6,332,792	2048
2047	2049	-	-	25.00%	-	6,315,477	-	6,315,477	2049
2048	2050	-	-	25.00%	-	6,441,786	-	6,441,786	2050
2049	2051	-	-	25.00%	-	6,423,772	-	6,423,772	2051
2050	2052	-	-	25.00%	-	6,552,247	-	6,552,247	2052
2051	2053	-	-	25.00%	-	6,533,505	-	6,533,505	2053
2052	2054	-	-	25.00%	-	6,664,175	-	6,664,175	2054
2053	2055	-	-	25.00%	-	6,644,676	-	6,644,676	2055



SOURCES AND USES OF FUNDS

Dry Creek Village West Metropolitan District Limited Tax General Obligation Bonds, Series 2025

Sources:

Bond Proceeds:	
Par Amount	3,500,000.00
	3,500,000.00
Uses:	
Project Fund Deposits:	
Project Fund	2,207,404.17
Other Fund Deposits:	
Debt Service Reserve Fund	342,595.83
Capitalized Interest Fund	630,000.00
	972,595.83
Delivery Date Expenses:	
Cost of Issuance	250,000.00
Underwriter's Discount	70,000.00
	320,000.00
	3,500,000.00

BOND PRICING

Dry Creek Village West Metropolitan District Limited Tax General Obligation Bonds, Series 2025

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Term Bond:					
	12/01/2030	35,000	6.000%	6.000%	100.000
	12/01/2031	35,000	6.000%	6.000%	100.000
	12/01/2032	40,000	6.000%	6.000%	100.000
	12/01/2033	45,000	6.000%	6.000%	100.000
	12/01/2034	50,000	6.000%	6.000%	100.000
	12/01/2035	55,000	6.000%	6.000%	100.000
	12/01/2036	60,000	6.000%	6.000%	100.000
	12/01/2037	65,000	6.000%	6.000%	100.000
	12/01/2038	75,000	6.000%	6.000%	100.000
	12/01/2039	80,000	6.000%	6.000%	100.000
	12/01/2040	90,000	6.000%	6.000%	100.000
	12/01/2041	90,000	6.000%	6.000%	100.000
	12/01/2042	105,000	6.000%	6.000%	100.000
	12/01/2043	110,000	6.000%	6.000%	100.000
	12/01/2044	120,000	6.000%	6.000%	100.000
	12/01/2045	130,000	6.000%	6.000%	100.000
	12/01/2046	140,000	6.000%	6.000%	100.000
	12/01/2047	150,000	6.000%	6.000%	100.000
	12/01/2048	165,000	6.000%	6.000%	100.000
	12/01/2049	170,000	6.000%	6.000%	100.000
	12/01/2050	190,000	6.000%	6.000%	100.000
	12/01/2051	200,000	6.000%	6.000%	100.000
	12/01/2052	215,000	6.000%	6.000%	100.000
	12/01/2053	230,000	6.000%	6.000%	100.000
	12/01/2054	250,000	6.000%	6.000%	100.000
	12/01/2055	605,000	6.000%	6.000%	100.000
		3,500,000			
Date d Date		1.5	2/04/2025		
Dated Date			2/01/2025		
Delivery Date			2/01/2025		
First Coupon		06	5/01/2026		
Par Amount		3,5	00,000.00		
Original Issue	Discount				
Production			00,000.00	100.000	
Underwriter's	Discount		70,000.00	-2.000	000%
Purchase Price Accrued Intere		3,4	30,000.00	98.000	000%
Net Proceeds		3,4	30,000.00		

BOND DEBT SERVICE

Dry Creek Village West Metropolitan District Limited Tax General Obligation Bonds, Series 2025

Period Ending	Principal	Coupon	Interest	Debt Service
12/01/2026			210,000	210,000
12/01/2027			210,000	210,000
12/01/2028			210,000	210,000
12/01/2029			210,000	210,000
12/01/2030	35,000	6.000%	210,000	245,000
12/01/2031	35,000	6.000%	207,900	242,900
12/01/2032	40,000	6.000%	205,800	245,800
12/01/2033	45,000	6.000%	203,400	248,400
12/01/2034	50,000	6.000%	200,700	250,700
12/01/2035	55,000	6.000%	197,700	252,700
12/01/2036	60,000	6.000%	194,400	254,400
12/01/2037	65,000	6.000%	190,800	255,800
12/01/2038	75,000	6.000%	186,900	261,900
12/01/2039	80,000	6.000%	182,400	262,400
12/01/2040	90,000	6.000%	177,600	267,600
12/01/2041	90,000	6.000%	172,200	262,200
12/01/2042	105,000	6.000%	166,800	271,800
12/01/2043	110,000	6.000%	160,500	270,500
12/01/2044	120,000	6.000%	153,900	273,900
12/01/2045	130,000	6.000%	146,700	276,700
12/01/2046	140,000	6.000%	138,900	278,900
12/01/2047	150,000	6.000%	130,500	280,500
12/01/2048	165,000	6.000%	121,500	286,500
12/01/2049	170,000	6.000%	111,600	281,600
12/01/2050	190,000	6.000%	101,400	291,400
12/01/2051	200,000	6.000%	90,000	290,000
12/01/2052	215,000	6.000%	78,000	293,000
12/01/2053	230,000	6.000%	65,100	295,100
12/01/2054	250,000	6.000%	51,300	301,300
12/01/2055	605,000	6.000%	36,300	641,300
	3,500,000		4,722,300	8,222,300

BOND SUMMARY STATISTICS

Dry Creek Village West Metropolitan District Limited Tax General Obligation Bonds, Series 2025

Dated Date	12/01/2025
Delivery Date	12/01/2025
Last Maturity	12/01/2055
Arbitrage Yield	6.000000%
True Interest Cost (TIC)	6.171398%
Net Interest Cost (NIC)	6.088940%
All-In TIC	6.830123%
Average Coupon	6.000000%
Average Life (years)	22.487
Weighted Average Maturity (years)	22.487
Duration of Issue (years)	12.086
Par Amount	3,500,000.00
Bond Proceeds	3,500,000.00
Total Interest	4,722,300.00
Net Interest	4,792,300.00
Total Debt Service	8,222,300.00
Maximum Annual Debt Service	641,300.00
Average Annual Debt Service	274,076.67
Underwriter's Fees (per \$1000) Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Term Bond	3,500,000.00	100.000	6.000%	22.487	4,865.00
	3,500,000.00			22.487	4,865.00
		TIC	All- T	·In ·IC	Arbitrage Yield
Par Value + Accrued Interest + Premium (Discount)	3,500,00	0.00	3,500,000.0	00	3,500,000.00
- Underwriter's Discount- Cost of Issuance Expense- Other Amounts	-70,00	0.00	-70,000.0 -250,000.0		
Target Value	3,430,00	0.00	3,180,000.0	00	3,500,000.00
Target Date Yield	12/01/2 6.1713		12/01/202 6.830123		12/01/2025 6.000000%

Dry Creek Village West Metropolitan District (Special Improvement District)

Special Assessment Revenue Bonds, Series 2025

Cover

Assumptions:

Analysis Date: 6/1/2025
Rating: Non-rated
Term: 30-Years

Structure: Fixed-Rate/Stated Amortization

Revenue: Assessment

Value to Lien Ratio: 3:1

Number of Lots95Average Value per Lot155,263Total Improved Land Value14,750,000Average Lien per Lot51,754Annual Lien per Lot2,588Total Assessment4,916,667

Issue New Money Par Amount		Project Fund	
Series 2025A	4,915,000	3,307,950	
Total	4,915,000	3,307,950	



6/24/2025

Special Assessment Revenue Bonds, Series 2025

			Series 202	5 Debt Service		
Collection				Capitalized	Reserve Fund	
Year	Principal	Coupon	Interest	Interest	Earnings ⁽¹⁾	Net Debt Service
2025						
2026			270,325	(270,325)	(9,500)	(9,500)
2027			270,325	(270,325)	(9,500)	(9,500)
2028			270,325	(270,325)	(9,500)	(9,500)
2029	180,000	5.500%	270,325		(9,500)	440,825
2030	190,000	5.500%	260,425		(9,500)	440,925
2031	205,000	5.500%	249,975		(9,500)	445,475
2032	215,000	5.500%	238,700		(9,500)	444,200
2033	225,000	5.500%	226,875		(9,500)	442,375
2034	240,000	5.500%	214,500		(9,500)	445,000
2035	250,000	5.500%	201,300		(9,500)	441,800
2036	265,000	5.500%	187,550		(9,500)	443,050
2037	280,000	5.500%	172,975		(9,500)	443,475
2038	295,000	5.500%	157,575		(9,500)	443,075
2039	310,000	5.500%	141,350		(9,500)	441,850
2040	330,000	5.500%	124,300		(9,500)	444,800
2041	345,000	5.500%	106,150		(9,500)	441,650
2042	365,000	5.500%	87,175		(9,500)	442,675
2043	385,000	5.500%	67,100		(9,500)	442,600
2044	405,000	5.500%	45,925		(9,500)	441,425
2045	430,000	5.500%	23,650		(9,500)	444,150
	4,915,000		3,586,825	(810,975)	(190,000)	7,500,851

⁽¹⁾ Reserve Fund earnings 2%

⁽²⁾ Notes: Preliminary and subject to change; interest rate assumptions are based on current market conditions and similar credits; issuer's actual results may differ, and Stifel makes no commitment to underwrite at these levels; and costs of issuance and underwriter's discount are estimates for discussion purposes.

Series 2025A
Par Amount
Project Funds
Reserve Fund

6/24/2025 2

Dry Creek Village West Metropolitan District (Special Improvement District)

Special Assessment Revenue Bonds, Series 2025

Residential Development

		Single Far	mily Homes	Duplex	Homes	
Completion	Collection	Number of	Lot Value	Number of	Lot Value	Revenue
Year	Year	Residential	\$250,000	Residential	\$150,000	
2024	2026	-	-	-	-	-
2025	2027	-	-	-	-	-
2026	2028	1	250,000	30	4,500,000	1,583,333
2027	2029	2	500,000	30	4,500,000	1,666,667
2028	2030	2	500,000	30	4,500,000	1,666,667
2029	2031	-	-	-	-	-
2030	2032	-	-	-	-	-
2031	2033	-	-	-	-	-
2032	2034	-	-	-	-	-
2033	2035	-	-	-	-	-
2034	2036	-	-	-	-	-
2035	2037	-	-	-	-	-
2036	2038	-	-	-	-	-
2037	2039	-	-	-	-	-
2038	2040	-	-	-	-	-
2039	2041	-	-	-	-	-
2040	2042	-	-	-	-	-
2041	2043	-	-	-	-	-
2042	2044	-	-	-	-	-
2043	2045	-	-	-	-	-
2044	2046	-	-	-	-	-
2045	2047	-	-	-	-	-
2046	2048	-	-	-	-	-
2047	2049	-	-	-	-	-
2048	2050	-	-	-	-	-
2049	2051	-	-	-	-	-
2050	2052	-	-	-	-	-
2051	2053	-	-	-	-	-
2052	2054	-	-	-	-	-
2053	2055	-	-	-	-	-
		5	1,250,000	90	13,500,000	4,916,667

6/24/2025



SOURCES AND USES OF FUNDS

Dry Creek Village West Metropolitan District Special Assessment Bonds, Series 2025

Sources:

Bond Proceeds:	
Par Amount	4,915,000.00
	4,915,000.00
Uses:	
Project Fund Deposits:	
Project Fund	3,307,950.00
Other Fund Deposits:	
Debt Service Reserve Fund	475,000.00
Capitalized Interest Fund	783,750.00
	1,258,750.00
Delivery Date Expenses:	
Cost of Issuance	250,000.00
Underwriter's Discount	98,300.00
	348,300.00
	4,915,000.00

BOND PRICING

Dry Creek Village West Metropolitan District Special Assessment Bonds, Series 2025

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Term Bond:					
	12/01/2029	180,000	5.500%	5.500%	100.000
	12/01/2030	190,000	5.500%	5.500%	100.000
	12/01/2031	205,000	5.500%	5.500%	100.000
	12/01/2032	215,000	5.500%	5.500%	100.000
	12/01/2033	225,000	5.500%	5.500%	100.000
	12/01/2034	240,000	5.500%	5.500%	100.000
	12/01/2035	250,000	5.500%	5.500%	100.000
	12/01/2036	265,000	5.500%	5.500%	100.000
	12/01/2037	280,000	5.500%	5.500%	100.000
	12/01/2038	295,000	5.500%	5.500%	100.000
	12/01/2039	310,000	5.500%	5.500%	100.000
	12/01/2040	330,000	5.500%	5.500%	100.000
	12/01/2041	345,000	5.500%	5.500%	100.000
	12/01/2042	365,000	5.500%	5.500%	100.000
	12/01/2043	385,000	5.500%	5.500%	100.000
	12/01/2044	405,000	5.500%	5.500%	100.000
	12/01/2045	430,000	5.500%	5.500%	100.000
		4,915,000			
Dated Date		12	2/01/2025		
Delivery Date		12	2/01/2025		
First Coupon		06	5/01/2026		
Par Amount Original Issue	Discount	4,9	15,000.00		
Production		4,9	15,000.00	100.000	000%
Underwriter's Discount			98,300.00	-2.000	000%
	Purchase Price Accrued Interest		4,816,700.00		000%
Net Proceeds		4,8	16,700.00		

BOND DEBT SERVICE

Dry Creek Village West Metropolitan District Special Assessment Bonds, Series 2025

Period Ending	Principal	Coupon Interest		Debt Service
12/01/2026			270,325	270,325
12/01/2027			270,325	270,325
12/01/2028			270,325	270,325
12/01/2029	180,000	5.500%	270,325	450,325
12/01/2030	190,000	5.500%	260,425	450,425
12/01/2031	205,000	5.500%	249,975	454 , 975
12/01/2032	215,000	5.500%	238,700	453,700
12/01/2033	225,000	5.500%	226,875	451,875
12/01/2034	240,000	5.500%	214,500	454,500
12/01/2035	250,000	5.500%	201,300	451,300
12/01/2036	265,000	5.500%	187,550	452,550
12/01/2037	280,000	5.500%	172,975	452 , 975
12/01/2038	295,000	5.500%	157,575	452,575
12/01/2039	310,000	5.500%	141,350	451,350
12/01/2040	330,000	5.500%	124,300	454,300
12/01/2041	345,000	5.500%	106,150	451,150
12/01/2042	365,000	5.500%	87,175	452,175
12/01/2043	385,000	5.500%	67,100	452,100
12/01/2044	405,000	5.500%	45,925	450,925
12/01/2045	430,000	5.500%	23,650	453,650
	4,915,000		3,586,825	8,501,825

BOND SUMMARY STATISTICS

Dry Creek Village West Metropolitan District Special Assessment Bonds, Series 2025

Dated Date	12/01/2025
Delivery Date	12/01/2025
Last Maturity	12/01/2045
Arbitrage Yield	5.500000%
True Interest Cost (TIC)	5.724903%
Net Interest Cost (NIC)	5.650732%
All-In TIC	6.327271%
Average Coupon	5.500000%
Average Life (years)	13.269
Weighted Average Maturity (years)	13.269
Duration of Issue (years)	9.202
Par Amount	4,915,000.00
Bond Proceeds	4,915,000.00
Total Interest	3,586,825.00
Net Interest	3,685,125.00
Total Debt Service	8,501,825.00
Maximum Annual Debt Service	454,975.00
Average Annual Debt Service	425,091.25
Underwriter's Fees (per \$1000) Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Term Bond	4,915,000.00	100.000	5.500%	13.269	5,947.15
	4,915,000.00		13.269		5,947.15
		TIC	All.	·In TC	Arbitrage Yield
Par Value + Accrued Interest + Premium (Discount)	4,915,00	0.00	4,915,000.	00	4,915,000.00
- Underwriter's Discount- Cost of Issuance Expense- Other Amounts	-98,30 ⁽	0.00	-98,300. -250,000.		
Target Value	4,816,70	0.00	4,566,700.	00	4,915,000.00
Target Date Yield	12/01/2 5.7249		12/01/20 6.327271		12/01/2025 5.500000%

EXHIBIT G

Indemnification Letters

1. Developer's Letter

{date – on or after date of Service Plan approval}

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

Re: Dry Creek Village West Metropolitan District

To the Town Council:

This Indemnification Letter (the "Letter") is delivered by the undersigned (the "Developer") in connection with the review by the Town of Hayden (the "Town") of the Service Plan, including all amendments heretofore or hereafter made thereto (the "Service Plan") for the Dry Creek Village West Metropolitan District (collectively, the "District"). The Developer, for and on behalf of itself and its transferees, successors and assigns, represents, warrants, covenants and agrees to and for the benefit of the Town as follows:

- The Developer hereby waives and releases any present or future claims it might 1. have against the Town or the Town's elected or appointed officers, employees, agents, contractors or insurers (the "Released Persons") in any manner related to or connected with the Service Plan or any action or omission with respect thereto. The Developer further hereby agrees to indemnify and hold harmless the Released Persons from and against any and all liabilities resulting from any and all claims, demands, suits, actions or other proceedings of whatsoever kind or nature made or brought by any third party, including attorneys' fees and expenses and court costs, which directly or indirectly or purportedly arise out of or are in any manner related to or connected with any of the following: (a) the Service Plan or any document or instrument contained or referred to therein; or (b) the formation of the District; or (c) any actions or omissions of the Developer or the District, or their agents, in connection with the District, including, without limitation, any actions or omissions of the Developer or District, or their agents, in relation to any bonds or other financial obligations of the District or any offering documents or other disclosures made in connection therewith. The Developer further agrees to investigate, handle, respond to and to provide defense for and defend against, or at the Town's option to pay the attorneys' fees and expenses for counsel of the Town's choice for any such liabilities, claims, demands, suits, actions or other proceedings.
- 2. The Developer hereby consents to the Debt Instrument Disclosure Requirements as set forth Section VI.F of the Service Plan, acknowledges the Town's right to modify the required disclosures, and waives and releases the Town from any claims the Developer might have based on or relating to the use of or any statements made or to be made in such disclosures (including any modifications thereto).

3.	This Letter has been duly authorized and executed on behalf of the Developer.
	Very truly yours,
	Hayden Hideaway LLC
	By:
	Name:

2. District's Letter

{date – date of organizational meeting}

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

Re: Dry Creek Village West Metropolitan District

To the Town Council:

This Indemnification Letter (the "Letter") is delivered by Dry Creek Village West Metropolitan District (collectively, the "District") in order to comply with the Service Plan, including all amendments heretofore or hereafter made thereto (the "Service Plan") for the District. The District, for and on behalf of themselves and their transferees, successors and assigns, represent, warrant, covenant and agree to and for the benefit of the Town as follows:

- The District hereby waives and releases any present or future claims they might have against the Town or the Town's elected or appointed officers, employees, agents, contractors or insurers (the "Released Persons") in any manner related to or connected with the Service Plan or any action or omission with respect thereto. To the fullest extent permitted by law, the District hereby agrees to indemnify and hold harmless the Released Persons from and against any and all liabilities resulting from any and all claims, demands, suits, actions or other proceedings of whatsoever kind or nature made or brought by any third party, including attorneys' fees and expenses and court costs, which directly or indirectly or purportedly arise out of or are in any manner related to or connected with any of the following: (a) the Service Plan or any document or instrument contained or referred to therein; or (b) the formation of the District; or (c) any actions or omissions of the District, Hayden Hideaway LLC (the "Developer"), or their agents, in connection with the District, including, without limitation, any actions or omissions of the District or the Developer, or their agents, in relation to any bonds or other financial obligations of the District or any offering documents or other disclosures made in connection therewith. The District further agrees to investigate, handle, respond to and provide defense for and defend against, or at the Town's option to pay the attorneys' fees and expenses for counsel of the Town's choice for any such liabilities, claims, demands, suits, actions or other proceedings.
- 2. It is understood and agreed that neither the District nor the Town waive or intend to waive the monetary limits (presently \$330,000 per person and \$990,000 per occurrence) or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, § 24 10 101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the Town, the District, its officers, or its employees.
- 3. The District hereby consents to the Debt Instrument Disclosure Requirements as set forth Section VI.F. of the Service Plan, acknowledge the Town's right to modify the required disclosures, and waive and release the Town from any claims the District might have based on or relating to the use of or any statements made or to be made in such disclosures (including any modifications thereto).

4.	This Letter has been duly authorized and executed on behalf of the District.
	Very truly yours,
	Dry Creek Village West Metropolitan District
	By: President
	Name:
Attest:S	ecretary

EXHIBIT H

Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF HAYDEN, COLORADO AND DRY CREEK VILLAGE WEST METROPOLITAN DISTRICT

THIS INTERGOVERNM	IENTAL AGF	REEMENT (the "Agreement") is made and entered				
into to be effective as of the	day of	2025 by and between the TOWN				
OF HAYDEN, COLORADO,	a home-rule	municipal corporation of the State of Colorado				
("Town"), and DRY CREEK	VILLAGE '	WEST METROPOLITAN DISTRICT, quasi-				
municipal corporations and political subdivisions of the State of Colorado (collectively, the						
"District"). The Town and the District are collectively referred to as the Parties.						
OF HAYDEN, COLORADO , a home-rule municipal corporation of the State of Colorad ("Town"), and DRY CREEK VILLAGE WEST METROPOLITAN DISTRICT , quas municipal corporations and political subdivisions of the State of Colorado (collectively, th " District "). The Town and the District are collectively referred to as the Parties.						

RECITALS

WHEREAS, the District were organized to provide those services and to exercise powers as are more specifically set forth in the District's Service Plan approved by the Town on ______, 2025 ("Service Plan"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the District; and

WHEREAS, the Town and the District have determined it to be in the best interests of their respective taxpayers, residents, and property owners to enter into this Intergovernmental Agreement ("Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

Service Plan. The District will not take any action, including, without limitation, the issuance of any obligations or the imposition of any tax, which would constitute a material departure from the terms of the Service Plan and a material modification thereof as set forth in §32-1-207(2), C.R.S. Actions of the District which constitute a material departure from the terms of the Service Plan and a material modification thereof as set forth in §32-1-207(2), C.R.S., shall be a default hereunder, and shall entitle the Town to protect and enforce its rights hereunder by such suit, action, or special proceedings as the Town shall deem appropriate, including, without limitation, an action for specific performance or damages. It is intended that the remedies hereof shall be in addition to any remedies the Town may have or actions the Town may bring under §32-1-207, C.R.S., or any other applicable statute. The District shall have sixty (60) days to provide the Town with written evidence that no Material Departure occurred, which evidence must be reasonably satisfactory to the Town or to commence to cure such Material Departure. If the District are diligently pursuing the cure of such Material Departure, the Town shall not take any action to enjoin the District. In the event the District fails to complete the cure or take any action to cure the Material Departure, the Town may impose any sanctions allowed by municipal code or statute. Nothing herein is intended to modify or prevent the use of the provisions of §32-1-207(3)(b), C.R.S; however, the time limits of §32-1-207(3)(b) are expressly waived by the District.

- 2. Operations and Maintenance. The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop, and finance the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction in a manner consistent with the Approved Development Plans and other rules and regulations of the Town and applicable provisions of the Town Home Rule Charter. The District shall operate and maintain all trails and related amenities pursuant to this Agreement, which shall be executed at the first meeting of the District after Service Plan approval. Allocation of responsibility for public improvements between the Town and the District shall be referenced in a subdivision improvements agreement approved by the Town, with such technical additions, deletions, and variations as the Town Attorney may deem necessary or appropriate. An initial estimated allocation of responsibilities is reflected in the attached Exhibit A to this Agreement, but may be amended and supplemented to match those of an approved subdivision improvements agreement as approved by the Town. Operational activities for other Public Improvements not dedicated to another entity are allowed subject to entering into an intergovernmental agreement with the Town allowing the Town to set minimum standards for maintenance.
- 3. The District shall be authorized to provide the following ongoing operations and maintenance services:
 - (a) Landscape maintenance and upkeep for common areas and other Districtowned property within the Service Area, including but not limited to entrance and external street scape, medians, rights of way, parks, greenbelts, drainage areas, and the non-potable water system that may be used to irrigate those areas.
 - (b) Maintenance and upkeep for common area fencing and entrance features.
 - (c) District administrative, legal and accounting services.
 - (d) Neighborhood parks and trails.
 - (e) Covenant enforcement and design review.
 - (f) Operate, manage and maintain the Public Improvements not otherwise dedicated to another public entity in accordance with approved development plans of the Town.
- 4. <u>Annual District Service Fees</u>. The District shall be allowed to assess an annual operations and maintenance fee of up to Five Hundred Dollars (\$500.00) against each platted lot, and/or residential dwelling unit within the District to pay for the costs associated with the operation and maintenance of public facilities to be built within the boundaries of the District that are owned, operated and maintained by the District. Those District Service Fees of the District shall be directly related to the costs associated with maintaining the amenities and public improvements permitted to be owned and operated by the District by this Agreement and by Colorado law. The District Service Fees shall be adjusted on an annual basis at the time of budget approval of the District to provide for the shortfall for operations until the District's O&M mill levies generate sufficient revenue to pay for all operations and maintenance costs and expenses of the District. It is intended that these District Service Fees shall replace the need to have separate HOA fees for

the operations and maintenance of public amenities and improvements owned, operated and maintained by the District and reduce or eliminate the need for separate HOA costs and expenses. All such Fees shall be based upon the District's determination that such Fees do not exceed a reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails shall be open to the general public, including Town residents who do not reside in the District, free of charge.

5. <u>Notices</u>. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:	Dry Creek Village West Metropolitan District
	[]
	Attention: []
	Phone: []
	Fax: []
To the Town:	Town of Hayden, Colorado
	[]
	Attention: []
	Phone: []
	Fax:

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

- 6. <u>Entire Agreement of the Parties</u>. This written Agreement constitutes the entire agreement between the Parties and supersedes all prior written or oral agreements, negotiations, or representations and understandings of the Parties with respect to the subject matter contained herein.
- 7. <u>Amendment</u>. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.
- 8. <u>Assignment</u>. No Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of all other Parties, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.
 - 9. Default/Remedies. In the event of a breach or default of this Agreement by any

Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

- 10. <u>Governing Law and Venue</u>. This Agreement shall be governed and construed under the laws of the State of Colorado.
- 11. <u>Inurement</u>. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 12. <u>Integration</u>. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.
- 13. <u>Parties Interested Herein</u>. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Town any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Town shall be for the sole and exclusive benefit of the District and the Town.
- 14. <u>Severability</u>. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.
- 15. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.
- 16. <u>Paragraph Headings</u>. Paragraph headings are inserted for convenience of reference only.
- 17. <u>Defined Terms</u>. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

[Signature page follows]

IN WITNESS WHEREOF, the District and the Town have caused this Agreement to be duly executed to be effective as of the day first above written.

DRY CREEK VILLAGE WEST

	METROPOLITAN DISTRICT
	By: President
Attest: Secretary	
	TOWN OF HAYDEN, COLORADO
	By:
	Its:
Attest:	
By:	
Its:	
APPROVED AS TO FORM:	

EXHIBIT A

ALLOCATION OF RESPONSIBILITIES FOR PUBLIC IMPROVEMENTS AND SCHEDULE OF FACILITIES DISPOSITION

In general, and subject to confirmation in a Town-approved subdivision improvements agreement, the allocation of responsibility for public improvements between the Town and the District shall be referenced in a subdivision improvements agreement approved by the Town, with such technical additions, deletions, and variations as the Town Attorney may deem necessary or appropriate. An initial estimated allocation of responsibilities is reflected below, but may be amended and supplemented to match those of an approved subdivision improvements agreement as approved by the Town.

Improvement	Construction	Ownership	Maintenance
Streets	Developer	Town	Town, after warranty
Alleys	Developer	Metro	Metro*
Water, Potable	Developer	Town	Town, after warranty
Stormwater, Public	Developer	Town	Town, after warranty **
Stormwater, Private	Developer	Metro	Metro***
Parks	Developer	Metro	Metro ^
Landscaping, Private	Developer	Metro	Metro

NOTES:

The schedule of facilities disposition shall match that of the subdivision improvements agreement approved by the Town for each subdivision filing, subject to any changes, with such technical additions, deletions, and variations as the Town Attorney may deem necessary or appropriate, but shall generally provide for the following:

1. Streets and Roadways

Upon acceptance, conveyed to the Town for ownership, operation and maintenance as appropriate, unless otherwise addressed in a final development plan.

^{*}Town requests the alleys be platted as a Tract and be dedicated as a "Drainage, Utility and Access Easement"

^{***} All storm sewers will need to be in easements as indicated in an approved plat or subdivision development agreement approved by the Town

[^] Water for park irrigation is to be dedicated to the Town – non-potable and shoulder season water; backflow is not needed then, and a cross-connection to all will be a Metro District benefit

2. Traffic and Safety Protection

Unless otherwise agreed to between Town and District, upon acceptance, conveyed to the Town for ownership, operation and maintenance.

3. Drainage/Stormwater Facilities

Owned, operated and maintained by the Town and/or the District and conveyed to the Town and/or the District for ownership, operation and maintenance, as specifically addressed in a final development plan.

4. Sanitation

Upon acceptance, conveyed to Town for ownership, operation and maintenance.

5. Water

- **a. Potable water facilities:** Upon acceptance, conveyed to the applicable Water District or to the Town of Hayden for ownership, operation and maintenance pursuant to service agreements complying with all of their applicable rules and regulations.
- **b.** Non-potable water facilities: Owned, operated and maintained by the Town of Hayden upon construction in accordance with Approved Development Plans, initial acceptance, expiration of any applicable warranty period and subject to the standards and requirements of the Town and Town Home Rule Charter.

6. Parks and Recreation and Open Areas

Owned, operated and maintained by District or Town in accordance with the Approved Development Plan or otherwise agreed to by the Parties.

7. <u>Mosquito Control; Miscellaneous</u>

Owned, operated and maintained by Town, unless otherwise agreed by both parties.

EXHIBIT G

Indemnification Letters

1. Developer's Letter

{date – on or after date of Service Plan approval}

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

Re: Dry Creek Village West Metropolitan District Nos. 1-3

To the Town Council:

This Indemnification Letter (the "Letter") is delivered by the undersigned (the "Developer") in connection with the review by the Town of Hayden (the "Town") of the Service Plan, including all amendments heretofore or hereafter made thereto (the "Service Plan") for the Dry Creek Village West Metropolitan District Nos. 1-3 (collectively, the "Districts"). The Developer, for and on behalf of itself and its transferees, successors and assigns, represents, warrants, covenants and agrees to and for the benefit of the Town as follows:

- The Developer hereby waives and releases any present or future claims it might 1. have against the Town or the Town's elected or appointed officers, employees, agents, contractors or insurers (the "Released Persons") in any manner related to or connected with the Service Plan or any action or omission with respect thereto. The Developer further hereby agrees to indemnify and hold harmless the Released Persons from and against any and all liabilities resulting from any and all claims, demands, suits, actions or other proceedings of whatsoever kind or nature made or brought by any third party, including attorneys' fees and expenses and court costs, which directly or indirectly or purportedly arise out of or are in any manner related to or connected with any of the following: (a) the Service Plan or any document or instrument contained or referred to therein; or (b) the formation of the Districts; or (c) any actions or omissions of the Developer or the Districts, or their agents, in connection with the Districts, including, without limitation, any actions or omissions of the Developer or Districts, or their agents, in relation to any bonds or other financial obligations of the Districts or any offering documents or other disclosures made in connection therewith. The Developer further agrees to investigate, handle, respond to and to provide defense for and defend against, or at the Town's option to pay the attorneys' fees and expenses for counsel of the Town's choice for any such liabilities, claims, demands, suits, actions or other proceedings.
- 2. The Developer hereby consents to the Debt Instrument Disclosure Requirements as set forth Section VI.F of the Service Plan, acknowledges the Town's right to modify the required disclosures, and waives and releases the Town from any claims the Developer might have based on or relating to the use of or any statements made or to be made in such disclosures (including any modifications thereto).

3.	This Letter has been duly authorized and executed on behalf of the Developer.
	Very truly yours,
	Pacific North Enterprises, LLC
	By:
	Name:

2. Districts' Letter

{date – date of organizational meeting}

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

Re: Dry Creek Village West Metropolitan District Nos. 1-3

To the Town Council:

This Indemnification Letter (the "Letter") is delivered by Dry Creek Village West Metropolitan District Nos. 1-3 (collectively, the "Districts") in order to comply with the Service Plan, including all amendments heretofore or hereafter made thereto (the "Service Plan") for the Districts. The Districts, for and on behalf of themselves and their transferees, successors and assigns, represent, warrant, covenant and agree to and for the benefit of the Town as follows:

- The Districts hereby waive and release any present or future claims they might have against the Town or the Town's elected or appointed officers, employees, agents, contractors or insurers (the "Released Persons") in any manner related to or connected with the Service Plan or any action or omission with respect thereto. To the fullest extent permitted by law, the Districts hereby agree to indemnify and hold harmless the Released Persons from and against any and all liabilities resulting from any and all claims, demands, suits, actions or other proceedings of whatsoever kind or nature made or brought by any third party, including attorneys' fees and expenses and court costs, which directly or indirectly or purportedly arise out of or are in any manner related to or connected with any of the following: (a) the Service Plan or any document or instrument contained or referred to therein; or (b) the formation of the Districts; or (c) any actions or omissions of the Districts, Pacific North Enterprises, LLC (the "Developer"), or their agents, in connection with the Districts, including, without limitation, any actions or omissions of the Districts or the Developer, or their agents, in relation to any bonds or other financial obligations of the Districts or any offering documents or other disclosures made in connection therewith. The Districts further agree to investigate, handle, respond to and provide defense for and defend against, or at the Town's option to pay the attorneys' fees and expenses for counsel of the Town's choice for any such liabilities, claims, demands, suits, actions or other proceedings.
- 2. It is understood and agreed that neither the Districts nor the Town waive or intend to waive the monetary limits (presently \$330,000 per person and \$990,000 per occurrence) or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, \$ 24 10 101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the Town, the District, its officers, or its employees.
- 3. The Districts hereby consent to the Debt Instrument Disclosure Requirements as set forth Section VI.F. of the Service Plan, acknowledge the Town's right to modify the required disclosures, and waive and release the Town from any claims the Districts might have based on or relating to the use of or any statements made or to be made in such disclosures (including any modifications thereto).

4.	This Letter has been duly authorized and	This Letter has been duly authorized and executed on behalf of the Districts.		
	Very truly y	ours,		
	Dry Creek '1-3	Village West Metropolitan District Nos.		
	By: Pres	ident		
	Name:			
	retary			

EXHIBIT H

Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF HAYDEN, COLORADO AND DRY CREEK VILLAGE WEST METROPOLITAN DISTRICT NOS. 1-3

THIS INTERGOVERNMENTAL AGREEMENT (the "	'Agreement") is made and entered
into to be effective as of the day of	2025 by and between the TOWN
OF HAYDEN, COLORADO, a home-rule municipal corpo	oration of the State of Colorado
("Town"), and DRY CREEK VILLAGE WEST METROPO	OLITAN DISTRICT NOS. 1-3,
quasi-municipal corporations and political subdivisions of the S	tate of Colorado (collectively, the
"Districts"). The Town and the Districts are collectively referre	ed to as the Parties.

RECITALS

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts' Service Plan approved by the Town on ______, 2025 ("Service Plan"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the Districts; and

WHEREAS, the Town and the Districts have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Service Plan. The Districts will not take any action, including, without limitation, the issuance of any obligations or the imposition of any tax, which would constitute a material departure from the terms of the Service Plan and a material modification thereof as set forth in §32-1-207(2), C.R.S. Actions of the Districts which constitute a material departure from the terms of the Service Plan and a material modification thereof as set forth in §32-1-207(2), C.R.S., shall be a default hereunder, and shall entitle the Town to protect and enforce its rights hereunder by such suit, action, or special proceedings as the Town shall deem appropriate, including, without limitation, an action for specific performance or damages. It is intended that the remedies hereof shall be in addition to any remedies the Town may have or actions the Town may bring under §32-1-207, C.R.S., or any other applicable statute. The Districts shall have sixty (60) days to provide the Town with written evidence that no Material Departure occurred, which evidence must be reasonably satisfactory to the Town or to commence to cure such Material Departure. If the Districts are diligently pursuing the cure of such Material Departure, the Town shall not take any action to enjoin the Districts. In the event the Districts fails to complete the cure or take any action to cure the Material Departure, the Town may impose any sanctions allowed by municipal code or statute. Nothing herein is intended to modify or prevent the use of the provisions of §32-1-207(3)(b), C.R.S; however, the time limits of §32-1-207(3)(b) are expressly waived by the

Districts.

- 2. Operations and Maintenance. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the Town or other appropriate jurisdiction in a manner consistent with the Approved Development Plans and other rules and regulations of the Town and applicable provisions of the Town Code. The Districts shall operate and maintain all trails and related amenities pursuant to this Agreement, which shall be executed at the first meeting of the Districts after Service Plan approval. Allocation of responsibility for public improvements between the Town and the Districts shall be referenced in a subdivision improvements agreement approved by the Town, with such technical additions, deletions, and variations as the Town Attorney may deem necessary or appropriate. An initial estimated allocation of responsibilities is reflected in the attached Exhibit A to this Agreement, but may be amended and supplemented to match those of an approved subdivision improvements agreement as approved by the Town. Operational activities for other Public Improvements not dedicated to another entity are allowed subject to entering into an intergovernmental agreement with the Town allowing the Town to set minimum standards for maintenance.
- 3. The Districts shall be authorized to provide the following ongoing operations and maintenance services:
 - (a) Landscape maintenance and upkeep for common areas and other Districtowned property within the Service Area, including but not limited to entrance and external street scape, medians, rights of way, parks, greenbelts, drainage areas and the non-potable water system that may be used to irrigate those areas.
 - (b) Maintenance and upkeep for common area fencing and entrance features.
 - (c) District administrative, legal and accounting services.
 - (d) Neighborhood parks and trails.
 - (e) Covenant enforcement and design review.
 - (f) Operate, manage and maintain the Public Improvements not otherwise dedicated to another public entity in accordance with approved development plans of the Town.
- 4. <u>District Service Fees.</u> The Districts shall be allowed to assess an annual operations and maintenance fee of up to Five Hundred Dollars (\$500.00) against each platted lot, and/or residential dwelling unit within the Districts to pay for the costs associated with the operation and maintenance of public facilities to be built within the boundaries of the Districts that are owned, operated and maintained by the Districts. Those District Service Fees of the Districts shall be directly related to the costs associated with maintaining the amenities and public improvements permitted to be owned and operated by the Districts by this Agreement and by Colorado law. These "District Service Fees" shall be adjusted on an annual basis at the time of budget approval of the Districts to provide for the shortfall for operations until the Districts' O&M mill levies

generate sufficient revenue to pay for all operations and maintenance costs and expenses of the Districts. It is intended that these District Service Fees shall replace the need to have separate HOA fees for the operations and maintenance of public amenities and improvements owned, operated and maintained by the Districts and reduce or eliminate the need for separate HOA costs and expenses. All such Fees shall be based upon the Districts' determination that such Fees do not exceed a reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails shall be open to the general public, including Town residents who do not reside in the Districts, free of charge.

5. <u>Notices</u>. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the Districts:	Dry Creek Village West Metropolitan District Nos. 1-
	[]
	Attention: []
	Phone: []
	Fax: []
To the Town:	Town of Hayden, Colorado
	[]
	Attention: [
	Phone: []
	Fax: []

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

- 6. <u>Entire Agreement of the Parties</u>. This written Agreement constitutes the entire agreement between the Parties and supersedes all prior written or oral agreements, negotiations, or representations and understandings of the Parties with respect to the subject matter contained herein.
- 7. <u>Amendment</u>. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.
- 8. <u>Assignment</u>. No Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of all other Parties, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

- 9. <u>Default/Remedies</u>. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.
- 10. <u>Governing Law and Venue</u>. This Agreement shall be governed and construed under the laws of the State of Colorado.
- 11. <u>Inurement</u>. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 12. <u>Integration</u>. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.
- 13. <u>Parties Interested Herein</u>. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Districts and the Town any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Districts and the Town shall be for the sole and exclusive benefit of the Districts and the Town.
- 14. <u>Severability</u>. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.
- 15. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.
- 16. <u>Paragraph Headings</u>. Paragraph headings are inserted for convenience of reference only.
- 17. <u>Defined Terms</u>. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

[Signature page follows]

IN WITNESS WHEREOF, the Districts and the Town have caused this Agreement to be duly executed to be effective as of the day first above written.

	DRY CREEK VILLAGE WEST METROPOLITAN DISTRICT NOS. 1-3
	By:President
Attest: Secretary	
	TOWN OF HAYDEN, COLORADO
	By:
	Its:
Attest:	
By:	
Its:	
APPROVED AS TO FORM:	

EXHIBIT A

ALLOCATION OF RESPONSIBILITIES FOR PUBLIC IMPROVEMENTS AND SCHEDULE OF FACILITIES DISPOSITION

In general, and subject to confirmation in a Town-approved subdivision improvements agreement, the allocation of responsibility for public improvements between the Town and the Districts shall be referenced in a subdivision improvements agreement approved by the Town, with such technical additions, deletions, and variations as the Town Attorney may deem necessary or appropriate. An initial estimated allocation of responsibilities is reflected below, but may be amended and supplemented to match those of an approved subdivision improvements agreement as approved by the Town.

Improvement	Construction	Ownership	Maintenance
Streets	Developer	Town	Town, after warranty
Alleys	Developer	Metro	Metro*
Water, Potable	Developer	Town	Town, after warranty
Stormwater, Public	Developer	Town	Town, after warranty **
Stormwater, Private	Developer	Metro	Metro***
Parks	Developer	Metro	Metro ^
Landscaping, Private	Developer	Metro	Metro

NOTES:

*Town requests the alleys be platted as a Tract and be dedicated as a "Drainage, Utility and Access Easement"

*** All storm sewers will need to be in easements as indicated in an approved plat or subdivision development agreement approved by the Town

^ Water for park irrigation is to be dedicated to the Town – non-potable and shoulder season water; backflow is not needed then, and a cross-connection to all will be a Metro District benefit

The schedule of facilities disposition shall match that of the subdivision improvements agreement approved by the Town for each subdivision filing, subject to any changes, with such technical additions, deletions, and variations as the Town Attorney may deem necessary or appropriate, but shall generally provide for the following:

1. Streets and Roadways

Upon acceptance, conveyed to the Town for ownership, operation and maintenance as appropriate, unless otherwise addressed in a final development plan.

2. Traffic and Safety Protection

Unless otherwise agreed to between Town and Districts, upon acceptance, conveyed to the Town for ownership, operation and maintenance.

3. Drainage/Stormwater Facilities

Owned, operated and maintained by the Town and/or the District and conveyed to the Town and/or the District for ownership, operation and maintenance, as specifically addressed in a final development plan.

4. Sanitation

Upon acceptance, conveyed to Town for ownership, operation and maintenance.

5. Water

- **a. Potable water facilities:** Upon acceptance, conveyed to the applicable Water District or to the Town of Hayden for ownership, operation and maintenance pursuant to service agreements complying with all of their applicable rules and regulations.
- **b.** Non-potable water facilities: Owned, operated and maintained by the Town of Hayden upon construction in accordance with Approved Development Plans, initial acceptance, expiration of any applicable warranty period and subject to the standards and requirements of the Town and Town Code.

6. Parks and Recreation and Open Areas

Owned, operated and maintained by Districts or Town in accordance with the Approved Development Plan or otherwise agreed to by the Parties.

7. <u>Mosquito Control; Miscellaneous</u>

Owned, operated and maintained by Town, unless otherwise agreed by both parties.



Hayden Resiliency Project Updates

CU student team

Development Code Update

- Development Code Assessment is available for public view
- Survey link included



LATEST UPDATES

The Development Code Assessment is ready for review!

This document outlines the key findings and recommendations from a comprehensive evaluation of Hayden's existing Development Code. It identifies major areas for improvement, highlights how the Development Code can better support the Hayden Forward Master Plan, and sets the stage for the upcoming Development Code update.

Hayden, CO Development Code Assessment

Hayden Development Code Assessment Survey

We want to hear from you! Please share your feedback on the Development Code Assessment through this short survey.

○ Take the Hayden Development Code Assessment Survey

Environmental Resiliency

Completed: Site tours for Risk and Resiliency Assessment

- ✓ Town Hall
- ✓ Police Department
- ✓ Hayden Center
- ✓ Water Treatment Plant
- ✓ Wastewater Treatment Plant
- ✓ Dry Creek Park
- ✓ West Routt Fire House
- ✓ Hayden Schools

- ✓ Routt County Road and Bridge
- ✓ Routt County Fairgrounds
- ✓ Airport, Dry Creek Village, and Washington St. Lift Stations
- ✓ Golden Meadow Pump Station
- ✓ Hospital Hill and Seneca Hill Water Tanks

Next steps: Infrastructure vulnerability evaluation

Community Health Assessment

<u>lılı.</u>

Quantitative Data Collection:

CDPHE county data

Potentially local level data summaries

-

Qualitative Data Collection:

Interviews with state and local health officials/experts



Public Health Policy Review

Final version drafted

Financial Modeling



In progress: Cleaning sales tax and property data



Next steps: Creating visual design

Working Group Meetings

Held every 2 weeks

- June 24, 2025
- July 8, 2025
- July 22, 2025





Town of Hayden Resilience Project Working Group Meeting - July 8, 2025



Town of Hayden Resilience Project Working Group Meeting - July 22, 2025

Town of Hayden Resilience Project Working Group Meeting Presentation - July 22, 2025

Community outreach Hayden Daze

Date: July 18 & 19

Location: Dry Creek Park

• Engaged Community Members: 30+







What do you think it's critical for Hayden's long-term development?

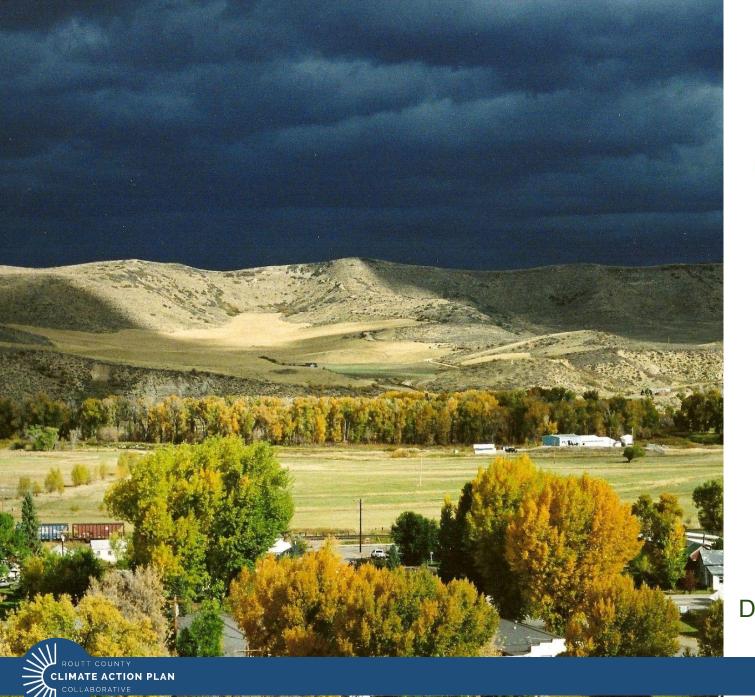
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betterroads rec normalsizedhouse infrastructure affordable sidewalk townvibe propertytax postoffice wastewater trails rates housing pool
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Thank you! Any Questions?









CAP Collaborative Update Town of Hayden

CAP Collaborative Board Members
Gail Garey
City Council Member District 1
CAP Collaborative Board Chair

Scott Cowman Director of Environmental Health, Routt County

Overview:

- 1. Background: CAP Collaborative milestones and implementation phase
- 2. Where we are Currently: CAP implementation progress and opportunities for engagement
- 3. Questions and Discussion: How can the CAP Collaborative Board and Working Groups best support the Town of Hayden to successfully implement CAP recommendations?

Referenced packet materials:

- CAP Implementation Status Report
- CAP 2024 Annual Report







2019	2021	2022	2023	2024
2018 Greenhouse	Routt County	Yampa Valley	Working Groups	Recommendations
Gas Inventory and	Climate Action Plan	Sustainability	Prioritized High	9 Completed
Forecasted	Completed	Council (YVSC)	Impact	27 Underway/Ongoing
Emissions Report		Selected as Program	Recommendations	
Completed	Routt County	Management Entity		Funding
	Climate Action Plan	(PME)	Public Open House	Awarded \$264,100
	Collaborative		Shared	Colorado Energy
	Created	CAP Working	Recommendations	Office Grant
		Groups		
	Collaborative Board	Formed	Recommendations	Secured \$50,000 to
	Formed		40 Finalized	activate CAP Fund
			Implementation	Public Open House
			Phase	Updated Public on
			Begun	CAP Progress



1. 2024/2025: CAP implementation phase

CAP Working Groups Meet Quarterly

- Provide updates on progress
- Provide technical expertise where needed
- Catalyze action via their roles

CAP Collaborative Board Meets Monthly

- Monitor progress
- Collaborate to increase implementation
- Outreach to public and private partners
- Secure long-term funding for the CAP

CAP Governments and Partners (you!)

- Put recommendations into action
- Lead by example









Climate Initiatives in Action

Building Decarbonization

- Updated 2021 International Building Code adopted by all CAP governmental partners mandates outdoor heat snowmelt be powered by 100% renewable energy.
- CAP Collaborative awarded \$264,100 by CEO for building electrification and decarbonization planning, implementation, workforce development and job training.
- City completed a facilities decarbonization roadmap.
 County also benchmarking facilities and solar feasibility.
- Town of Hayden formally approved geothermal for Industrial Park heating and cooling.

Local Renewable Energy

- Routt County awarded \$2 million DOLA EIAF grant to assist with phase 1 of the local Routt County Solar Array and Energy Storage System project.
- Three proposed projects awarded nearly \$750,000 by the Colorado Energy Office (CEO) to advance efforts to install geothermal energy systems.
- Yampa Valley Electric Association has an intent to award notice for nearly \$50 million from the US Department of Agriculture to invest in renewable energy.

Emissions

In 2023, emissions from stationary energy used in residential and commercial buildings in Routt County accounted for the greatest source of emissions, generating 45% of the community's GHG emissions.

CAP Recommended Actions



1 Complete



5 Underway/ongoing



2. CAP Implementation Opportunities - Energy

CAP Energy Recommendation 6

CAP governments develop a strategic action plan that will meet the 2050 CAP energy efficiency and beneficial electrification goals for existing residential, commercial, and industrial buildings.











Climate Initiatives in Action

Electric Vehicle (EV) Readiness Program

- EV readiness requirements included in updated 2021 International Building Code adopted by all CAP government partners.
- City and County adopted an internal EV purchasing policy — City added four fleet EVs, County added five.
- County working on CEO funded EV Readiness Plan.
- · EV Ride and Drive event scheduled for September 20.
- Steamboat Springs School District transitioning to allelectric fleet of school buses, cutting district emissions by 132 metric tons.
- 681 EVs registered and 74 chargers installed in Routt County.

Reducing Vehicle Miles Traveled

- Routt County Built Environment Coalition established to work on a Vehicle Miles Traveled (VMT) reduction plan.
 Community Scan conducted in Steamboat Springs.
- Regional Transportation Authority feasibility study completed, draft IGA signed by all CAP gov't partners.
- · CDOT mountain passenger rail study completed.

Emissions

Transportation represents the second largest source of emissions in Routt County at 37% of emissions generated in 2023.

CAP Recommended Actions



2 Complete



3 Underway/ongoing



1 Not yet started



2. CAP Implementation Opportunities - Transportation

CAP Transportation Recommendation 6

Complete the CDOT funded Regional Transportation Authority study and bring to the voters an RTA for the Yampa Valley including Steamboat Springs, Routt County and the City of Craig.

TRANSPORTATION









Climate Initiatives in Action

Waste Diversion

- City of Steamboat Springs moving forward on volume-based pricing for residential waste collection.
- In 2024, Yampa Valley Recycles Depot serviced 1,330 customers and diverted from landfill:
 - 39,736 pounds of electronics
 - 1,988 pounds of batteries
 - 3,489 pounds of light bulbs.
- City of Steamboat Springs and Routt County completed a Construction & Demolition Diversion Feasibility study.
- Restaurants, with support from City and County staff, are complying with the state's polystyrene foam ban.
- Cowgirl Compost CO
 - 103 tons of food and wood waste composted.
 - 118.75 metric tons of CO2 equivalent emissions avoided (equivalent to removing annual emissions from 25 passenger vehicles).
- Building code requirements for drinking fountains with most new structures including bottle fillers.
- City of Steamboat Springs incentivized zero waste events — 12 events averaged a 75% diversion rate.

Emissions

Emissions from waste generated in Routt County comprised 9% of the community's GHG emissions in 2023.

CAP Recommended Actions



1 Complete



10 Underway/ongoing



2. CAP Implementation Opportunities - Waste

CAP Waste Recommendation 6

Establish a Community Recycling Center for the collection of:

- traditional recyclables;
- hard to recycle materials;
- household hazardous waste;
- C&D materials (bricks, dimensional lumber, windows, fixtures, doors, etc.);
- organics (food and yard waste).











Climate Initiatives in Action

Updated Unified Development Code

- Significantly increases waterbody setbacks and clear protections for riparian vegetation and the county's wetlands; includes turf limitations and irrigation efficiency requirements for new developments.
- Improves the process for establishing Land Preservation Subdivisions, protecting against habitat fragmentation.

Restoration and Reforestation

- · Hayden 20+ years as Tree City USA designation.
- The Yampa River Forest Restoration Project, a partnership with the City and Yampa Valley Sustainability Council (YVSC), planted 535 cottonwood and alder trees with the help of 176 volunteers, shading 0.4 miles of stream bank.
- YVSC and US Forest Service (USFS) built 65
 Zeedyk structures along 1.5 miles of ephemeral
 streams, restoring 5.5 acres of wet meadow habitat
 in California Park.
- USFS replanted 53,000 trees over 100 acres in Muddy Slide and Silver Creek fire areas. 344 regenerative surveys completed over 688 acres.

Emissions

Emissions from agriculture, forestry, and other land use (AFOLU) activities generated 6% of Routt County's GHG emissions in 2023.

CAP Recommended Actions



4 Complete



7 Underway/ongoing



2. CAP Implementation Opportunities - Land Use

CAP Land Use Recommendations 4

Increase tree planting in urban and other residential housing areas through government urban forestry programs. Include protections for urban trees in CAP government landscaping codes.

CAP Land Use Recommendations 8 and 9

Evaluate and develop smart siting/mitigation rules/guidelines for utility-scale solar (and other) developments to minimize clearing of native habitat or productive agricultural lands.

Develop land clearing regulations and incentives for protecting natural habitat within new residential developments in the County and include protections for urban trees in CAP government landscaping codes.











Colorado Green Business Network

- · 32 Yampa Valley green businesses registered.
- 6 Silver-level and 7 Bronze-level certifications awarded.

Green Purchasing Policy

- City of Steamboat Springs and Town of Hayden have local procurement policies.
- · City developed an internal green purchasing policy.

Low-emission Industrial Parks

 Hayden received \$200,000 to study geothermal energy potential as the primary source at its new Industrial Park.
 Geothermal formally approved for the Industrial Park.

Workforce Development

- YVSC and Energy Smart Colorado supporting clean economy workforce development (e.g., heat pump installation training).
- YVPS3 initiative supports innovation career centers to educate and train clean workforce economy.
- CEO Energy Efficiency Conservation Block Grant includes funding for workforce development.



Emissions

Strategies and actions within the economy sector do not have a direct emissions impact; however, these strategies are essential for ensuring that the entire county and local economy benefit from climate action efforts across the county.

CAP Recommended Actions



1 Complete



4 Underway/ongoing



1 Not yet started



2. CAP Implementation Opportunities - Economy

CAP Economy Recommendation 5

Identify and pursue initiatives that support clean economy workforce development.

CAP Economy Recommendation 6

Expand Colorado Green Business Network of the Yampa Valley in order to educate, provide technical assistance and recognize more businesses to grow a clean economy.





3. Climate Equity Framework in Development

Climate equity is a desired component of climate action.

Climate equity ensures that all people—regardless of their race, color, gender, age, sexuality, national origin, ability, or income— can access, provide input to, and share in the benefits of climate action. Climate equity works to redress unequal burdens made worse by climate change.









Routt County Climate Action Collaborative Fund



Application Information

The Routt County Climate Action

Routt County Climate Action Collaborative Fund

The Routt County Climate Action Collaborative Fund, held at the Yampa Valley Community Foundation, was created to support projects identified by the Routt County Climate Action Plan Collaborative Board as furthering the objectives set out in the Routt County Climate Action Plan. 501c3 nonprofit organizations, governmental entities, and special entities that have adopted the Routt County Climate Action plan are eligible for grants. Projects must be located within Routt County.

CAP Fund First Round Grant Recipients

- BookTrails
- Northwest Colorado Council of Governments
- Routt County Riders
- Strings Music Festival





Questions & Discussion ATE ACTION PLAN

How can Town of Hayden and the Collaborative Board and Working Groups work together to successfully implement the CAP?

Stay Informed. Sign up for Collaborative Newsletter at https://www.routtclimateaction.com.



(Energy	CAP STRATEGY	CAP RECOMMENDED ACTION	STATUS
	ES1, ES2	ER1. All CAP governments approve the IEC 2021 building code and adopt planning/zoning regulations that minimize outdoor energy use unless it is provided by a low/no carbon energy source or offset by 100% renewable energy.	Updated 2021 International Building Code adopted by all CAP governmental partners includes language proposed by the CAP Energy Working Group that outdoor heat snowmelt be powered by 100% renewable energy.
	ES1, ES2	ER2. CAP governments implement an energy and carbon reduction program targeting high-energy use existing buildings based on their variance from an established energy use profile.	YVSC's Energy and Transportation intern identified non-government buildings within Routt County to determine the best candidates for beneficial electrification. City has completed a large decarbonization plan (all buildings (~30), energy audits, solar feasibility on 10 buildings). County also doing a building inventory. New EECBG grant will help with implementation steps.
	ES1, ES2	ER3. CAP governments adopt policies requiring that all new municipal building construction and capital energy equipment replacements require best practice and life cycle cost decision making that includes a social cost of carbon.	County funding request in to create a County sustainability policy. The Town of Hayden is exploring the idea of providing geothermal energy for buildings as part of their municipal services. City and County have engaged consultants to do assessment and long-range planning, but social cost of carbon not part of this process. City looking at purchasing (building construction on an internal level).
	ES2	ER4. Engage with Atmos Energy to position Routt County as a targeted market area and implementation partner in their Clean Heat Plan scheduled for implementation in 2023.	Underway for commercial, residential plan still under development.

ES1	ER5. CAP governments and partners develop a local renewable energy plan that will replace 5% of CAP baseline electricity and 5% of baseline natural gas with local renewable energy.	YVEA at over 48% renewable with about 3% locally generated. YVEA's contract with Guzman will allow up to 18% local renewabl generation when contract kicks in in 2028. YVEA is negotiating for 15% locally owned renewables and has an intent to award notice for nearly \$50 million from the US Department of Agriculture to invest in renewable energy (funding now pending). The City and County are exploring options for more government owned renewables. Routt County awarded \$2 million DOLA EIAF grant to assist with phase 1 of the local Routt County Solar Array and Energy Storage System project. Routt County, the City of Steamboat Springs and the Town of Hayden will receive free technical assistance to help plan the installation of solar arrays in Hayden and at a second site still to be determined. Routt County awarded \$2 million DOLA EIAF grant to assist with phase 1 of the local Routt County Solar Array and Energy Storage System project. Three proposed projects in Routt County have obtained "letters of intent to award" from the Colorado Energy Office of nearly \$750,000 to advance efforts to install geothermal energy systems Negoiations are underway for these projects. Yampa Valley Electric Association (YVEA) was awarded \$50 million from the US Department of Agriculture to invest in renewable energy in the fall, but funding is now pending. YVEA will use the funding to enter a power purchase agreement for 150 megawatts of solar energy and 75 megawatts of battery energy storage.
ES1, ES2, ES3	ER6. CAP governments develop a strategic action plan that will meet the 2050 CAP energy efficiency and beneficial electrification (BE) goals for existing residential, commercial, and industrial buildings.	CAP Collaborative awarded CEO Energy Efficiency and Conservation Block Grant (\$264,100) to fund a building electrification and decarbonization plan, dashboard and implementation plan. Phase 1 of the project is underway.
		YVSC is leading a five-series geothermal workshop with Mountain Towns 2030.

Transportation	CAP STRATEGY	CAP RECOMMENDED ACTION	STATUS
		TR1. Adopt and implement an individual or county-wide EV Readiness plan.	The City of Steamboat Springs adopted an Electric Vehicle (EV) Readiness Plan in 2021 and has an internal policy for purchasing EVs. The City currently has 5 fully electric and five hybrid vehicles with one on order for the 2025 budget cycle. Routt County received a grant from the Colorado Energy Office to create an EV Readiness Plan. Good cross-planning happening between City and County. As of 7/25, 668 electric vehicles registered and 74 EV chargers installed in Routt County (including Level 3 chargers at Howelsen, Yampa Valley Regional Airport, and the Hayden Community Center). The Steamboat Springs School District is transitioning to all-electric fleet of school buses by the 2025-2026 school year, cutting the district's emissions by 132 metric tons.
	TS2		Routt County EV updates (adopted internal EV purchasing policy): 4 Chevy Blazers (2 Enviro Health, 1 Road and Bridge) 1 Ford Lightning (Assessor) 5th EV added. Grant in with Office of Energy to add new chargers at Steamboat shop. Policy guidance from BCC- if a vehicle is brought forward, EV options must be considered and if they are dismissed this needs to be explained (i.e. we just bought a transit bus for the council on aging but they do not make EV transit buses with 4 wheel drive so we bought gas) Level 2 Charging Stations – 4 @ HHS (installed) - 10 @Airport (installation underway) Partnering with NWCOG on a grant to deploy level 3 chargers throughout "the corridor" (including the airport) Three EV Ride and Drive events held in 2024. EV Ride and Drive event held June 8, 2025 and planned for September 20, 2025.

TS3	TR2. Adopt and implement community or county-wide vehicle miles traveled (VMT) reduction plan(s) with specific goals and benchmarks.	City of Steamboat Springs updated its Transportation and Mobility Plan in 2021. Routt County Health Department has established a Built Environment Coalition to work on a Vehicle Miles Traveled (VMT) plan. Routt County conducted a Community Scan in Steamboat in August. Planning one for Hayden and Oak Creek. Received CDOT funding for study. Passenger rail: CDOT mountain passenger rail study complete. 4 CO bills passed that provide funding for rail (front and mountain range), could have funding starting 2026. Tax on rental vehicles could generate \$50 million per year. Routt County has applied for a \$200,000 Safe Routes to School grant through the Colorado Department of Transportation to explore a safe crossing over U.S. Highway 40 near the Heritage Park and Steamboat II subdivisions. The grant request would hire a consultant to study traffic patterns and explore designs for a safe crossing. Routt County Riders and the City of Steamboat Springs received a \$185,000 grant from Colorado Energy Office to implement an E-bike Access Program for low-income locals, including 50 new e-bikes free of charge to qualified individuals.
		Routt County Riders also received \$5,000 from the CAP Fund to support Bike Match program and upcycling of bikes.
TS1	TR3. City of Steamboat Springs identify and pursue dedicated revenue streams, other than the general fund, to support the expansion of Steamboat Springs Transit services. Transit expansion would include increased route availability, timing and an expanded service area resulting in a 25% increase in levels of service over 2023 levels of service.	The Steamboat Springs Transit System is funded through the City's general fund through sales tax revenue. Sales tax revenue fluctuates based on economic activity in the city and funding for the City Transit System is falling behind the amount needed to maintain historic service levels. Once the Regional Transportation Authority issues have been settled, focus should be on Steamboat Springs Transit funding beyond general funds and sales tax.
AS1	TR4. Implement a voluntary carbon offset plan for the Yampa Valley Regional Airport (YVRA).	Residents and visitors can mitigate their air travel emissions through a partnership with the Yampa Valley Regional Airport and The Good Traveler program. Funds will be deposited in the Routt County Climate Action Collaborative Fund housed within the Yampa Valley Community Foundation.

TS2	TR5. Adopt EV readiness requirements in the next County-wide building code update process	EV infrastructure building codes require new buildings to include the equipment necessary to enable electric vehicle (EV) charging stations. Installing EV charging stations during construction can bring down charger installation costs by 75 percent or more compared to installing EV chargers during a building retrofit. The International Code Council (ICC) approved including EV charging requirements in the 2021 IEC building code. EV readiness requirements included in updated 2021 International Building Code and adopted by all CAP governmental partners.
TS1, TS3	TR6. Complete the CDOT funded Regional Transportation Authority study and bring to the voters an RTA for the Yampa Valley including Steamboat Springs, Routt County and the City of Craig.	Steamboat Springs, Craig and Routt County completed a Regional Transportation Authority feasibility study. The study looked at

Waste	CAP STRATEGY	CAP RECOMMENDED ACTION	STATUS
	WS1	WR1. All CAP governments ban single use plastics, including water bottles, straws, lids and utensils.	City of Steamboat Springs Recycling coordinator and Routt County staff supporting restaurants with polystyrene foam ban (state law - part of CO's Plastic Pollution Reduction Act). County to support outlying areas. Since January 1, 2024, single use plastic bags banned in Colorado. Straws recommended next target - compostable straws available, but no straws are the better option.
	WS1	WR2. Require contracted residential hauling for trash and recycling in all CAP government jurisdictions.	New landfill owner (Apex Twin Enviro) has taken over operations at Twin Enviro and Waste Management. City has decided to move forward with Volume-Based-Pricing through hauler licensing rather than pursuing single haul contracts. Towns of Hayden and Oak Creek have contracted residential hauling.
	WS2	WR3. All CAP governments require residential volume based pricing for trash services in their jurisdictions.	In July, the City agreeded to move forward on volume-based pricing (pay as you throw) for residential waste collection. Volume-based pricing is the number one way to increase recycling rates. Apex Twin-Enviro plans to provide curbside recycling to unincorporated customers in Routt County. Apex Twin-Enviro now offering 65 volume trash containers and doing weekly recycling pickup for City customers.
	WS2	WR4. Require that all takeout materials in municipalities be zero waste.	Polystyrene foam ban (Jan 2024) a starting point. Opportunity for outreach and education with restaurants on recyclable versus compostable take out materials. Ideal is still using reusable/durables, but currently no vendor/facility for durables (business opportunity).
	WS2	<u>WR5</u> . Revise municipal codes/design standards to include hydration stations in commercial buildings and public spaces.	Building code requirement for drinking fountains with most new structures including bottle fillers.
	WS1, WS2	WR6. Establish a Community Recycling Center for collection of: - traditional recyclables, - hard to recycle materials, - household hazardous waste - C&D materials (bricks, dimensional lumber, windows, fixtures, doors, etc.) - organics (food and yard waste) Include satellite drop sites for recyclables.	City and County support findings from feasibility study. Waste Working Group sub-committee formed to further examine feasibility. Important to get this in place prior to EPR start in 2026 in order to take advantage of funding opportunities. EPR only funds traditional recyclables, so still a need to have a space for C&D and hard to recycle materials. Over 2023 and 2024, the Yampa Valley Recycles Depot kept 65,920 pounds of electronics, 3,640 pounds of batteries and 6,930 light bulbs from being sent to landfill.

WS1	WR7. Support compost programs, including yard waste, and ensure composting is accessible to all CAP government jurisdictions.	Composting part of Routt County and City waste diversion policy. Cowgirl Compost CO only compost service provider at this time. City hosted a two-day yard waste collection event May 2025 to address demand and support composting efforts. In 2024, Cowgirl Compost CO composted 103 tons of food and wood waste. 118.75 metric tons of CO2 equivalent emissions avoided (equivalent to removing annual emissions from 25 passenger vehicles).
WS2	WR8. Require that all permitted events in CAP government jurisdictions be zero waste.	City of Steamboat Springs currently incentivizes zero waste events. In 2024, 12 events averaged a 75% diversion rate.
WS2	WR9. All CAP governments require commercial and multifamily unit recycling in their jurisdictions.	The City of Steamboat Springs passed a commercial recycling ordinance in March 2023 that has incremental goals for haulers to offer recycling services for commercial businesses and multi-family residences over an 18-month period. Commeicial recycling ordinance now mandated.
WS1	WR10. Require Construction & Demolition (C&D) diversion at all construction sites in Routt County.	City C&D diversion underway, but not required. City of Steamboat Springs and Routt County completed a Construction & Demolition Diversion Feasibility Study.
WS2	WR11. Establish a regional materials recovery facility (MRF) or transfer station for commingled recyclables that is accessible to all in Routt County.	One MRF and transfer station privately owned. Apex Twin-Enviro invested in a new sorter to accommodate a higher volume of recycling at the MRF. Now able to recycle 1-7 products.

Land Use	CAP STRATEGY	CAP RECOMMENDED ACTION	STATUS
	LUS1	smart agriculture practices.	Friends of the Yampa and other members of Yampa River Collaborative have applied for a Climate-Smart Agriculture focused Regional Conservation Partnership Program grant for applicable practices in the Upper Yampa basin.

LUS1	LUR2. Restore wetlands and riparian areas in Yampa basin headwaters using low-tech restoration techniques.	City of Steamboat Springs nearly complete with 60% design for wetlands restoration on Williams Preserve and the confluence of Walton Creek and Yampa River. This project has the potential to restore as many as 80 acres to new wooded wetlands. YVSC and USFS completed more than 3 miles of ephemeral stream and wet meadow restoration in California Park with funding to continue in future years. In 2024, YVSC and US Forest Service (USFS) built 65 Zeedyk structures along 1.5 miles of ephemeral streams, restoring 5.5 acres of wet meadow habitat in California Park.
	LUR3. Increase capacity to accelerate tree planting on wildfire burn areas and other forested areas with need and potential for reforestation	CCALT completed wet meadow restoration project on private ranch in south Routt in 2024. Planting in 2024 on Muddy Slide and Silver Creek fire areas covering 100 acres and 53,000 trees. 344 regeneration studies completed for Silver Creek fire and Big Red Park fire covering over 688 acres. CSFS ongoing research project for adaptive silviculture. Scoping for Routt-wide tree planting (all pre-2024 burn scars) categorical exclusion or environmental assessment to begin this fall.
LUS1		2024 goals for collaborative regeneration surveys between USFS and YVSC met. Two weeks cone collection (joint effort between USFS and YVSC) September 2024. Working group between RMRS, CFRI, YVSC, and Routt silviculture formed in June. Aaron Lutz and Dakota Dolan to assess areas for adaptive planting this fall.

LUS1	LUR4. Increase tree planting in urban and other residential housing areas through government urban forestry programs.	Town of Hayden held Arbor Day tree planting per Arbor Day Foundation guidelines with community tree planting. Town of Hayden developing a community resilience plan which could identify opportunities for increasing urban tree canopy to meet resilience goals. Steamboat Springs City Council passed a resolution declaring Arbor Day on Nov. 30. City of Steamboat Springs held tree give-away for residents as an Arbor Day activity.
LUS1, LUS3	LUR5. Continue planting canopy trees along the Yampa to increase shading to help meet water temperature standards.	The Yampa River Forest Restoration Project, a partnership with the City of Steamboat Springs and the Yampa Valley Sustainability Council, convened 297 volunteers to plant 1,929 trees to help protect 1.04 miles of stream bank - fall 2023. In 2024, planted 535 cottonwood and alder trees with the help of 176 volunteers, shading 0.4 miles of stream bank. More than 5000 riparian trees planted since 2019.
LUS1, LUS3	<u>LUR6</u> . Increase the area of wildfire risk mitigation projects (including prescribed burns) that help reduce the risk of large, intense fires that limit potential for forest regeneration.	Routt County released an updated <u>Community Wildfire Protection</u> <u>Plan</u> which proposes over 170 wildfire mitigation projects. Routt County OEM has a live dashboard tracking completed and planned projects.
LUS2	<u>LUR7</u> . Adopt land use regulations that establish or update appropriate wetland, stream and shoreline buffer widths and adjacent land uses and that avoid conversion of wetlands in new construction.	Updated Unified Development Code (UDC) provisions significantly increased waterbody setbacks and clear protection for riparian vegetation and the county's wetlands.
LUS2	LUR8. Evaluate and develop smart siting/mitigation rules/guidelines for utility-scale solar development to minimize clearing of native habitat or productive agricultural lands.	Routt County approved new zoning code and permitting regulations for utility-scale solar installations that include strong provisions for vegetation preservation and reclamation as well as for sensitive wildlife and habitat protection.
LUS2	<u>LUR9</u> . Develop land clearing regulations and incentives for protecting natural habitat within new residential developments in the County and include protections for urban trees in CAP government landscaping codes.	Section 3.10 of UDC includes direction that "Natural vegetation should be preserved to the maximum extent practicable." In addition, the inclusion of open space protections, particularly as a public benefit associated with PUDs, will help protect native vegetation. Further, the protections for critical wildlife habitat in Section 3.21 will lead to vegetation preservation.

LUS3	<u>LUR10</u> . Include strong water conservation requirements, including limits on new turf installation, in updated landscaping standards and consider including in County land use regulations. Expand existing urban water conservation programs with a focus on turf replacement.	CWCB has funded a pilot residential turf removal program for Routt County (outside city limits). Routt County draft UDC Section 3.10 includes turf limitations and irrigation efficiency requirements for new developments.
		City has received second draft of new landscaping code. Provisions likely to inlcude limits on turf and new irrigation efficiency requirements.
LUS4	LUR11. Encourage the use of Land Preservation Subdivision (LPS) Exemptions and clustered development to protect natural habitat when 35-acre subdivisions are proposed in unincorporated areas.	Routt County UDC, Sections 4.54 and 4.55, include improvements to the process for establishing Minor and Major LPS that should encourage more use of the LPS provision in future subdivision proposals.

Economy	CAP STRATEGY	CAP RECOMMENDED ACTION	STATUS
	ECS1	ECR1. Create and incentivize green purchasing programs/policies at government and commercial levels.	City of Steamboat Springs approved a <u>local procurement policy</u> (10/23) that will give preference to local businesses when contracting out projects costing more than \$10,000. Town of Hayden has a local procurement policy. To be considered in County (Internal) Sustainability Policy). City of Steamboat Springs opening a 'Green' store.
	ECS1	ECR2. Develop and expand a buy local campaign that educates the public about and promotes businesses that use low-emission production and transportation practices.	Community Agricultural Alliance is scaling up their operations. Steamboat Springs Chamber and Mainstreet have a buy-local campaign.
	ECS2	ECR3. Perform a feasibility study that examines a regional circular economy.	Not started.
	ECS3	ECR4. Support and incentivize sustainability and carbon neutral/low emission zones in Industrial Parks and Industrial Zones.	Town of Hayden received \$200,000 to study the potential to use geothermal as its primary energy source at its new Industrial Park. Intent is to use this model to pass along to private development in the community so it will be replicated. Geothermal formally approved for heating and cooling Industrial Park (4/25).

	ECR5. Identify and pursue initiatives that support clean economy workforce development.	YVSC staff are working with Energy Smart Colorado on a grant- funded workforce development project. YVSC hosted a pilot training session funded through this effort that focused on heat pump installations (9/16/24).
ECS3		New NWCDC initiative to set up rural development innovation center (Northwest Colorado Innovation Center - 501c3) for coaltransitional workforce in association with a new Small Business Development Center (Office of Economic Development and International Trade) in Northwest Colorado.
		CMC received planning grant to do a workforce development center of industrial and skilled trades. S3 (Yampa Valley Partnership for Students, Stewardship and Sustainability) initiative is supporting school climate curriculums and innovation career centers to educate and train a clean economy workforce. The program hopes to reach more than 15,000 middle and high schools students.
ECS4	ECR6. Expand Colorado Green Business Network of the Yampa Valley in order to educate, provide technical assistance and recognize more businesses to grow a clean economy.	32 businesses currently registered with 6 Silver-level and 7 Bronze-level certifications awarded.

Hayden Town Council Special Meeting July 24, 2025

Call to Order/Roll Call

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

Mayor Pro Tem Gann, Councilmembers Hicks, Hayden, and Bell were present. Councilmembers Haight attended via Zoom. Mayor Banks and Councilmember Carlson were absent. Also present were Mathew Mendisco Town Manager, Public Works Director Bryan Richards, Rhonda Sweetser Director Parks and Recreation, Chief Scott Scurlock, and Town Clerk Barbara Binetti.

Study Session - Review of PUD Guide Land Use Requirements and Process

Ty Johnson with Mesa Planning and Design from Grand Junction, who is a contract planner for the Town of Hayden, went over the Town's land use requirements from the town code and the purpose and definition of a PUD "planned unit development". He also spoke to the importance of a PUD guide that defines the technical detail of the PUD. Mathew Mendisco told the council that Hayden has various PUD's – i.e. Golden Meadows, Lake Village, and Sagewood as examples. He explained that PUDs were used a lot when Hayden was a statutory town and didn't have a land use code. He went on to explain that there is always the underlying zoning that has to be in compliance with the master plan.

There were ten community members in attendance. The Board heard some general discussion from the audience.

Councilmember Reports and Updates -

Councilmember Hicks complimented staff on a great job at Hayden Daze.

Rhonda Sweetser thanked Council for their support of Hayden Daze and especially Councilmember Carlson and Hicks who helped work the bar and Mathew who MCed. The next event will be Harvest Fest which will be in tandem with the Arts Council and the Lions Club.

Councilmember Haight updated on the EDC highlighting the Business Pitch Competition that will be held in November. She also added that there is a survey that is online that she asks the Councilmembers to encourage to take, that is for the EDC to help support new business.

Councilmember Hayden said he talked to many community members at the Hayden Market that were very happy with the change of venue.

Mayor Pro Tem Gann mentioned that the Hayden Markets 3rd Street Park move has gotten much community backlash that was directed at Staff. He wanted to clarify that Staff reached out to Council about the need for the change and received direction to move the market. He went on to say how Staff receives the brunt of Councils

decisions. They are the faces of the town but there isn't much that they do that they have not received direction from Council. He addressed the "banter" online against staff members living outside of city limits and that the decision to allow that, had been a Council decision years ago.

Public Comment -

- 1) Dana Haskins 575 W Washington Ave Dana encouraged people to speak up about their concerns. She spoke of her concern of voting for a metro service plan before the rezoning vote; a moratorium on future applications; future community meetings; a letter to the Secretary of Interior from the Council as per Tim Frentress Sr's suggestion from a previous meeting.
- 2) David Francis 322 Honeysuckle Dr Spoke to his concerns about the proposed Moonlit Meadows and the additional possibility of increased traffic.
- 3) JJ Pike 499 W Washington Addressed the Council about the latest Housing Needs Assessment and a need for a moratorium on building.
- 4) Shari Copeland 131 S 5th Street Stated that she feels that the push for large scale development is not coming from the people.
- 5) Megan Vrono 343 Lake View Road Commented on the fast growth of Carbondale and urged Hayden to review if the risks of future growth are worth the reward.
- 6) Brandon Salveson 351 CR 53 Brandon commented on the state of the State's roads being in bad shape and how congested they are.
- 7) Kevin Copeland 380 S Poplar Asked Mathew why the Town keeps pushing for more housing. Mayor Pro Tem Gann answered that it is not a push for more housing but the sale of Ag lands or already zoned land that people are wanting to develop. It is a new land owner following the processes and they have to interact with the Town staff to do things.
- 8) Karen Hughes (via Zoom) CR 56 Thanked the Council for the dedication to the Town and the jobs they do. Spoke about the concerns of the proposed Moonlit Meadows development. She spoke to her concerns of the service site plan vote before a rezoning and asked that there be thoughtful and careful decision making on this proposed development.

Proclamations and Presentations – none

Consent Agenda Items -

- 1. Consideration of minutes for the Regular Meeting of June 17, 2025
- 2. Consideration to Approval Payments to the Merc dated July 16 and July 17, 2025 in the amount of \$3,876.19
- 3. Consideration to Approve payments dated July 16, and July 17, 2025 in the amount of \$314,641.85
- 4. Review and Consider Appointment of the Hayden Planning Commission, and its alternates, as the Hayden Board of Adjustments.

Mathew commented on item #4 that the HPC is being repopulated as it us unpopulated at this time and there has been a variance request that needs to be addressed.

Councilmember Bell moved and Councilmember Hicks seconded. A roll call vote was held and the motion passed unanimously. Councilmember Hayden abstained his vote from item #2.

Items Removed from Consent Agenda There were none

Old Business -

1. To review and discuss Consolidated Service Plan for Moonlit Meadows Metropolitan District Nos.1-3 Mathew presented the Council with a handout of frequently asked questions about Metropolitan Districts from the Special District Association, an organization that represents special districts Statewide. Discussion ensued on the previous presentation from last meeting and the handout. Mathew reminded the Council that there are a lot of controls on the service plan that could not be changed without the approval of the Council.

New Business -

1. Review and Consider for Approval an Agreement Concerning Intervention In The Xcel ERP Filing With The PUC

Mathew stated that Routt County and Town of Hayden got a grant for \$50,000 the PUC legal costs. The agreement covers the rest of the legal fees. We have submitted the final closing statements and should be a decision in August.

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

- 2. Ordinance 742 365 S Poplar Street Rezone Application
 - i. 1St Reading: ORDINANCE 742 AN ORDINANCE REZONING FROM THE OPEN (O) ZONING DISTRICT TO THE RESIDENTIAL MEDIUM DENSITY (RMD) ZONING DISTRICT, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 28,322 SQUARE FEET, LOCATED AT 365 SOUTH POPLAR STREET AND LEGALLY DESCRIBED AS SET FORTH HEREIN.

Ty Johnson spoke to the ordinance. Town is the requester of this rezoning. The application did meet all of the requirements per Town Code. Planning Commission heard this item on July 17th and voted unanimously in favor. Councilmember Hayden expressed that it would be his preference to have local workers for the project. The Council asked Mathew to look into a policy that Steamboat Springs uses to give bidding preference to local contractors if within 10% of the bid process. Councilmember Haight brought up the community members request to move the half pipe to the new skatepark. Bryan Richards will look into getting that done.

Councilmember Hayden asked if there will be a stop light at Prairie Run. Bryan responded CDOT's response that they won't allow a light but did lower the speed limit at this point in time.

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

ii. Set Public Hearing for on August 7, 2025, for Ordinance 742 - An Ordinance Rezoning from the Open (O) Zoning district to the residential medium density (RMD) Zoning district, Certain Real Property Containing approximately 28,322 square feet, located at 365 south Poplar Street and Legally described as set forth

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

Pulled Consent Items There were none

Staff and Councilmember Reports and Updates

Mathew Mendisco -

Mathew reminded the Council that there will be a Celebration of the Geothermal Project on August 20,2025, from 9:00 a.m. to 3:30 p.m.

Staff is busy as ever. Budget season is starting so he asked the Council to review the Strategic Plan documents in preparation for the Budget.

There are various pre-applications in process for review. He also told Council that Dry Creek West has also requested a Metropolitan District. Sonesta project has also come forward.

The Resiliency plan is moving forward. The user update will be done by the end of the year.

Mathew thanked Mayor Pro Tem Gann for his support of staff and speaking up to address "banter" on social media, etc. against Staff.

Councilmember Reports and Comments:

Executive session: The planned executive session was not held.

Adjournment: Mayor Banks adjourned the meeting at 8:42 p.m.

FOR THE PURPOSE OF DETERMINING POSITION S RELATIVE TO MATTERS THAT MAY BE SUBJECT OT NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS, UNDER C.R.S. SECTION 24-6-402(4)(e

Recorded by:	
APPROVED THIS 7th Day of AUGUST, 2025.	Barbara Binetti, Town Clerk
Ryan Banks, Mayor	

Page: 1 Jul 22, 2025 07:59AM

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voide
2440	Atmos Energy	0332JUL2025	3013140332 40500 County Road	07/14/2025	100.61		
2440	Atmos Energy	1967JUL2025	3016201967 Streets gas	07/15/2025	56.26		
2440	Atmos Energy	2144JUL2025	3016202144 Sewer Plant Gas	07/14/2025	46.43		
2440	Atmos Energy	2411JUL2025	3016202411 225 W Jefferson Par	07/15/2025	32.10		
2440	•,	2626JUL2025	3016202626 Town Hall	07/15/2025	32.10		
2440	Atmos Energy	2886JUL2025	3016202886 Crandall Pump Hous	07/14/2025	35.36		
2440	Atmos Energy	2910JUL2025	4040912910 - Hayden Center	07/14/2025	252.60		
2440	Atmos Energy	3116JUL2025	3016203116 Airport Lift Gas	07/16/2025	33.70		
2440	Atmos Energy	3349JUL2025	3016203349 Dry Creek Lift Gas	07/15/2025	21.97		
2440	•,	3590JUL2025	3016203590 513 S Poplar Parks	07/15/2025	105.64		
2440	Atmos Energy	5208JUL2025	3012505208 Golden Meadows Ga	07/14/2025	35.08		
2440	Atmos Energy	7426JUL2025	3017767426 PD Gas	07/14/2025	37.31		
2440	Atmos Energy	8494JUL2025	30640282494 Hayden Center Kitc	07/15/2025	52.06		
To	otal 2440:				841.22		
13500	Marlin Leasing Corporation	40722588	HC - 495 W Jefferson Ave ELQ51	07/14/2025	189.13		
To	otal 13500:				189.13		
3820	Postmaster	20JUL2025	Bulk Mailing Permit	07/20/2024	370.00		
To	otal 3820:				370.00		
3270	Quill Corporation	44826748	Office Supplies	07/09/2025	40.46		
To	otal 3270:				40.46		
4010	Yampa Valley Electric	3101JUL2025	730013101 513 S Poplar Parks	07/17/2025	374.35		
4010	Yampa Valley Electric	3501JUL2025	730013501 513 S Poplar Pond	07/17/2025	405.16		
4010	Yampa Valley Electric	7601JUL2025	780017601 Lake View Parks Elect	07/17/2025	61.10		
4010	Yampa Valley Electric	8001JUL2025	700008001 Wash & Ash Elec	07/17/2025	102.50		
4010	Yampa Valley Electric	8103JUL2025	730008103 3rd St Parks Electric	07/17/2025	86.20		
4010	Yampa Valley Electric	8803JUL2025	780008803 Golden Meadows Pu	07/17/2025	1,088.44		
4010	Yampa Valley Electric	9402JUL2025	730009402 Key Pump Electric	07/17/2025	68.08		
To	otal 4010:				2,185.83		

Town of Hayden

Payment Approval Report - Hayden Vendor Name Report dates: 7/29/2025-7/29/2025

Page: 1 Jul 29, 2025 08:38AM

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
13437	Bedrock Energy, Inc.	HDN-HBP-005	Lot 12 Geothermal Boring	06/27/2025	123,681.00		
13437	Bedrock Energy, Inc.	HDN-HBP-006	Lot 12 & Lot 13 Geothermal Borin	06/27/2025	158,701.00		
13437	Bedrock Energy, Inc.	HDN-HBP-007	Lot 12 Geothermal Boring	07/01/2025	25,170.00		
13437	Bedrock Energy, Inc.	HDN-HBP-008	Lot 12 Geothermal Boring	07/01/2025	339,116.00		
То	tal 13437:				646,668.00		
Gr	rand Totals:				646,668.00		

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

endor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
12906	Capital One	1663940219	Market Supplies	07/19/2025	229.90		
12906	Capital One	1663940219	Arts - Craft Cart Replenish	07/19/2025	76.24		
12906	Capital One	1663940219	HC - Staff Loung Supplies	07/19/2025	39.20		
2906	Capital One	1663940219	Art Walnut St Market	07/19/2025	48.28		
2906	Capital One	1663940219	Reimb Dup PWW Tournament	07/19/2025	352.59-		
2906	Capital One	1663940219	HC - Kitchen Equipment	07/19/2025	45.71		
12906	Capital One	1663940219	HC - Operating Fans	07/19/2025	74.91		
12906	Capital One	1663940219	Art Camp Activity Flower Pots	07/19/2025	58.88		
12906	Capital One	1663940219	HC Event Storage	07/19/2025	80.53		
12906	Capital One	1663940219	HC Kitchen Equipment	07/19/2025	129.22		
12906	Capital One	1663940219	TH - Project Board	07/19/2025	7.88		
2906		1663940219	Arts Events Storage	07/19/2025	81.62		
To	otal 12906:				519.78		
1650	CEBT	INV 0077115	Sewer Admin Benefits	07/28/2025	2,027.32		
	CEBT	INV 0077115	Water Admin Benefit	07/28/2025	2,027.32		
	CEBT	INV 0077115	Admin Benefits	07/28/2025	6,296.20		
	CEBT	INV 0077115	Planning Benefits	07/28/2025	1,709.58		
	CEBT	INV 0077115	PD Benefits	07/28/2025	11,783.67		
	CEBT	INV 0077115	Leg Benefits	07/28/2025	1,930.54		
	CEBT	INV 0077115	Streets Benefits	07/28/2025			
					8,440.69 5,120.05		
	CEBT	INV 0077115	Water Benefits	07/28/2025	5,129.05		
	CEBT	INV 0077115	Parks Benefits	07/28/2025	3,117.26		
	CEBT	INV 0077115	Rec Benefits	07/28/2025	9,043.96		
	CEBT	INV 0077115	HC - Fitness Benefits	07/28/2025	2,457.27		
1650		INV 0077115	HC - Arts Benefits	07/28/2025	2,443.53		
1650	CEBT	INV 0077115	Sewer Benefits	07/28/2025	4,240.34		
To	otal 1650:				60,646.73		
12833	Century Link	744493470	Long Distance - 88318756	07/12/2025	6.17		
To	otal 12833:				6.17		
13225	GreatAmerica Financial Services	39773456	SAVIN C4500 Town Hall Printer	07/28/2025	268.00		
To	otal 13225:				268.00		
1350	Pinnacol Assurance	22118607	Legislative Work Comp	07/21/2025	34.11		
1350	Pinnacol Assurance	22118607	Court Work Comp	07/21/2025	17.06		
1350	Pinnacol Assurance	22118607	Executive Work Comp	07/21/2025	17.06		
1350	Pinnacol Assurance	22118607	Administration Work Comp	07/21/2025	34.11		
1350	Pinnacol Assurance	22118607	Police Work Comp	07/21/2025	1,296.18		
1350	Pinnacol Assurance	22118607	HC Work Comp	07/21/2025	477.53		
1350	Pinnacol Assurance	22118607	Streets Work Comp	07/21/2025	716.31		
1350	Pinnacol Assurance	22118607	Parks Work Comp	07/21/2025	306.99		
1350	Pinnacol Assurance	22118607	Water Work Comp	07/21/2025	272.88		
1350	Pinnacol Assurance	22118607	Water Adm Work Comp	07/21/2025	34.11		
1350	Pinnacol Assurance	22118607	Sewer Work Comp	07/21/2025	170.55		
	Pinnacol Assurance	22118607	Sewer Adm Work Comp	07/21/2025	34.11		

Payment Approval Report - Hayden Vendor Name Report dates: 7/30/2025-7/30/2025

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
To	otal 1350:				3,411.00		
1655	STANDARD INSURANCE COMP	00 750748 JUL	WTR ADM LTD	07/17/2025	47.19		
1655	STANDARD INSURANCE COMP	00 750748 JUL	ADMIN LTD	07/17/2025	142.65		
1655	STANDARD INSURANCE COMP	00 750748 JUL	PD LTD	07/17/2025	268.93		
1655	STANDARD INSURANCE COMP	00 750748 JUL	PLNG LTD	07/17/2025	38.60		
1655	STANDARD INSURANCE COMP	00 750748 JUL	Sewer LTD	07/17/2025	86.81		
1655	STANDARD INSURANCE COMP	00 750748 JUL	STREETS LTD	07/17/2025	166.94		
1655	STANDARD INSURANCE COMP	00 750748 JUL	WATER LTD	07/17/2025	109.74		
1655	STANDARD INSURANCE COMP	00 750748 JUL	HC LTD	07/17/2025	274.29		
1655	STANDARD INSURANCE COMP	00 750748 JUL	PARKS LTD	07/17/2025	61.27		
1655	STANDARD INSURANCE COMP	00 750748 JUL	SWR ADM LTD	07/17/2025	47.19		
To	otal 1655:				1,243.61		
4010	Yampa Valley Electric	0401JUL2025	660020401 249 Hawthorne	07/24/2025	60.45		
4010	Yampa Valley Electric	0502JUL2025	660020502 1545 Jefferson Ave lift	07/24/2025	126.70		
4010	Yampa Valley Electric	1002JUL2025	720021002 Dry Creek Lift Electric	07/24/2025	187.54		
4010	Yampa Valley Electric	1401JUL2025	660021401 Seneca Hill electric	07/24/2025	244.07		
4010	Yampa Valley Electric	3202JUL2025	660013202 Airport Lift Electric	07/24/2025	213.28		
4010	Yampa Valley Electric	3406JUL2025	740003406 Town Hall Electric	07/24/2025	621.08		
4010	Yampa Valley Electric	5501JUL2025	720015501 225 W Jefferson Park	07/24/2025	76.42		
4010	Yampa Valley Electric	6002JUL2025	760016002 Community Tree Elect	07/24/2025	61.97		
4010	Yampa Valley Electric	6201JUL2025	760016201 PW Shop Electric	07/24/2025	540.25		
4010	Yampa Valley Electric	7702JUL2025	760007702 Sewer Plant Electric	07/24/2025	1,736.62		
4010	Yampa Valley Electric	7802JUL2025	660007802 Water Plant Electric	07/24/2025	1,996.38		
4010	Yampa Valley Electric	8004JUL2025	760008004 1300 W Jefferson Ska	07/24/2025	64.50		
4010	Yampa Valley Electric	8901JUL2025	720008901 Hospital Hill electric	07/24/2025	60.45		
4010	Yampa Valley Electric	9902JUL2025	720009902 Crandall Pump Electri	07/24/2025	1,090.00		
To	otal 4010:				7,079.71		
4245	Zirkel Wireless, LLC	60113	WTP 16470	07/01/2025	102.57		
4245	Zirkel Wireless, LLC	62507	PW Shop 16471	07/01/2025	99.00		
To	otal 4245:				201.57		
Gı	rand Totals:				73,376.57		

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Payment Approval Report - Hayden Vendor Name Report dates: 8/4/2025-8/4/2025

Town of Hayden

Page: 1 Aug 05, 2025 01:30PM

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
1000	A-1 Liquor	17JUL2025	Arts - Alcohol for Market	07/17/2025	141.61		
	A-1 Liquor	18JUL2025	Hayden Daze Beverages	07/18/2025	79.44		
	A-1 Liquor	19JUL2025	Hayden Daze Beverages	07/19/2025	114.47		
	A-1 Liquor	19JUL2025-2	Hayden Daze Beverages	07/19/2025	65.95		
	A-1 Liquor	19JUL2025-3	Hayden Daze Beverages	07/19/2025	90.72		
Т	otal 1000:				492.19		
6645	Action Services, Inc.	24-5138P	HC Sewer Line Inspection	02/06/2025	925.00		
Т	otal 6645:				925.00		
4330	Advanced Copier Solutions Inc.	16407	Admin - Copies	08/01/2025	92.30		
Т	otal 4330:				92.30		
12696	AT&T Mobility	287293429932	Sewer - Cell Phone	07/20/2025	108.04		
12696	<u>-</u>	287293429932	Streets - Cell Phone	07/20/2025	270.11		
12696	•	287293429932	Water - Cell Phone	07/20/2025	112.95		
12696	•	287293429932	Admin - Cell Phone	07/20/2025	246.55		
12696	•	287293429932	HC Cell Phones	07/20/2025	233.24		
12696	•	287293429932	Exec - Phone	07/20/2025	49.11		
	AT&T Mobility	287293429932	PW - Utilty Locate iPad	07/20/2025	20.02		
12696	<u>-</u>	287293429932	PW - Utilty Locate iPad	07/20/2025	20.02		
	AT&T Mobility	287293441320	PD - Cell Phone	07/20/2025	584.15		
Т	otal 12696:				1,644.19		
12834	Baseline Engineering Corporation	34220	Pinyon Pines Infrastructure Invent	06/05/2025	445.50		
Т	otal 12834:				445.50		
13557	Betty Rubin	04AUG2025	Reimb HC Scholorship Overpaym	08/04/2025	213.30		
Т	otal 13557:				213.30		
7900	Browns Hill Engineering &	39024	WTP - Radio Replacement	07/31/2025	6,034.00		
Т	otal 7900:				6,034.00		
1325	BSN Sports	310791419A	Youth Football Helmet Decal	07/30/2025	165.00		
Т	otal 1325:				165.00		
13552	Caster, Karsyn	07142025KC	Baseball Umpire x 2	07/14/2025	50.00		
Т	otal 13552:				50.00		
10690	CDPHE	FGD20250569	VC00000000252149 Drinking Wat	07/22/2025	977.00		
Т	otal 10690:				977.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
9230	Chaosink	20192	Youth Football Beanies	07/29/2025	1,095.00		
Т	otal 9230:				1,095.00		
13168	CivicPlus LLC	340084	Municode Semi-Annual Update	08/01/2025	3,083.95		
Т	otal 13168:				3,083.95		
13551	Cleveland Townhomes LLC	240.10	Utility Deposit Refund	07/31/2025	75.00		
Т	otal 13551:				75.00		
13267	Collins, Mark	JUNE2025	Council Retreat	06/21/2025	2,389.80		
Т	otal 13267:				2,389.80		
13106 13106 13106 13106 13106 13106	Column Software PBC	315EBC08-013 315EBC08-013 315EBC08-013 315EBC08-013 315EBC08-013	Ord 741 Adoption Notice Ord 740 Adoption Notice Ord 739 Adoption Public Hearing Ord 742 Public Hearing Notice Dry Creek Village West Public Not Moonlit Meadows Metro Dist 1-3	07/24/2025 07/24/2025 07/24/2025 07/25/2025 07/30/2025 07/31/2025	27.14 16.01 20.46 24.35 45.51 51.63		
Т	otal 13106:				185.10		
13558	Corn & Associates Enviornmental	25031	365 Poplar St Phase 1 Enviornme	06/20/2025	2,800.00		
Т	otal 13558:				2,800.00		
7745	Craig Steel	INV82384	Vac Truck - Expanded Metal	07/10/2025	100.26		
Т	otal 7745:				100.26		
13167	Dex Imaging	AR13736139	HC - Copier	08/01/2025	107.37		
Т	otal 13167:				107.37		
2435	Elkhead Supply Inc.	36235	PW - Grinder Wheels	07/10/2025	59.80		
Т	otal 2435:				59.80		
13521	Enviornmental Solutions Unltd, LL	2025-TOWN O	NWBP Stormwater Permit	07/17/2025	1,050.00		
Т	otal 13521:				1,050.00		
4890	FedEx	8-933-57414	Water Sample Shipping	07/24/2025	99.87		
Т	otal 4890:				99.87		
13553	Fones, Ken	2121.01	Utility Deposit Refund	07/24/2025	50.18		
Т	otal 13553:				50.18		
12773 12773	· ·	50916 50916	Utility Billing Utility Billing	07/24/2025 07/24/2025	138.81 138.80		

Town of Hayden	Payment Approval Report - Hayden Vendor Name	Page: 3
	Report dates: 8/4/2025-8/4/2025	Aug 05, 2025 01:30PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
Т	otal 12773:				277.61		
3870	Grainger Inc	9574761608	WTP - Printer Ink	07/16/2025	157.63		
Т	otal 3870:				157.63		
12451	Grand Junction Winwater Compa	080524 03	PW - Curb Stop Inventory	07/09/2025	1,550.16		
Т	otal 12451:				1,550.16		
13554	Heuer, David	656.06	Utility Deposit Refund	06/30/2025	75.00		
Т	otal 13554:				75.00		
	Holderness, Pat Holderness, Pat	342.10 344.06	Utility Deposit Refund Utility Deposit Refund	07/31/2025 07/30/2025	70.00 75.00		
Т	otal 11441:				145.00		
2710 2710	IIMC IIMC	37677-2025 51054-2025	Membership Dues Membership Dues	07/10/2025 07/10/2025	135.00 195.00		
Т	otal 2710:				330.00		
13555	Julia Ben-Asher	1	Hayden Daze Paint by Number M	07/31/2025	390.00		
Т	otal 13555:				390.00		
13415	Kobi Ortiz	0714202KO	Baseball Umpire x 5	07/14/2025	137.50		
Т	otal 13415:				137.50		
4465	LL Johnson	5278007-00	Parks - Irrigation Parts	07/14/2025	2,833.76		
Т	otal 4465:				2,833.76		
12828 12828 12828	Luminate Fiber LLC Luminate Fiber LLC Luminate Fiber LLC	1201AUG2025 4701AUG2025 6301AUG2025	3001061201 HPD Broadband 3001154701 - Loadout Utilities 3001106301 Hayden Center Broa	08/04/2025 08/04/2025 08/04/2025	100.00 73.85 260.00		
Т	otal 12828:				433.85		
8375	MASON SIEDSCHLAW MASON SIEDSCHLAW MASON SIEDSCHLAW	INV-002867 INV-002867 INV-002867	TH - Monthly Phone Cloud Server PD - Monthly Cloud Server HC - Monthly Phone Cloud Server	08/01/2025 08/01/2025 08/01/2025	228.00 347.00 189.00		
Т	otal 8375:				764.00		
13283	Memorial Regional Health	26745108	DOT Screen	01/22/2025	25.00		
Т	otal 13283:				25.00		
12639	Muntean Leadership Group, LLC	225255	Talent Insight Assessment	07/24/2025	1,760.00		
Т	otal 12639:				1,760.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided	
8920 8920	Murdoch's Ranch & Home Craig Murdoch's Ranch & Home Craig	INV-015763084 INV-015884060	PW - Washington St Spare Pump WWTP - Air Conditioning	07/11/2025 07/17/2025	210.00 449.99			
Т	otal 8920:				659.99			
4080	Northwest CO Consultants Inc	25-13664-01	Asphlat Patch Geotech	07/22/2025	627.00			
Т	otal 4080:				627.00			
13511	Prairie Run Community, LLC	3	TAHG Grant Pass Through #3	07/18/2025	683,633.10			
Т	otal 13511:				683,633.10			
13242	RKGJ LLC	06-020506	Easter Egg Hunt Cleaning	06/11/2025	19.67			
Т	otal 13242:				19.67			
12092	Routt Co Enviromental Health	23854	Bac T Sample Bottles	07/15/2025	360.00			
Т	otal 12092:				360.00			
12248	SGS North America, Inc.	52160164661	SOC Samples WTP	07/10/2025	1,470.00			
	SGS North America, Inc. SGS North America, Inc.	52160164941 52160165163	Monthly Water Samples Water testing	07/24/2025 07/30/2025	186.00 522.00			
Т	otal 12248:				2,178.00			
12727	Stand Creative Studio	5428	Website Hosting	08/01/2025	150.00			
Т	otal 12727:				150.00			
13047	Steadman Group LLC	HAYD2-2506	Region 1 Opioid Facilitation	08/01/2025	7,068.75			
Т	otal 13047:				7,068.75			
13400	Storm Peak Brewing Company, LL	E-25087	Arts - Market Beer	07/31/2025	186.50			
Т	otal 13400:				186.50			
12744	Title Company of the Rockies	0503714-C	NWBP Lot 11 Title Commitment	07/31/2025	150.00			
Т	otal 12744:				150.00			
13530	T-Mobile T-Mobile T-Mobile	3180JUL2025 3180JUL2025 3180JUL2025	Test TMobile Wifi Test TMobile Wifi Test TMobile Wifi	07/20/2025 07/20/2025 07/20/2025	52.60 52.60 52.60			
Т	otal 13530:				157.80			
3710 3710 3710 3710 3710	•	JUL2025 JUL2025 JUL2025 JUL2025 JUL2025 JUL2025 JUL2025 JUL2025	2036.01 513 S Poplar St 2044.01 351 Vista Verde Dr 2046.01 326 Lake View 2090.01 Industrial Park A 2163.01 Community Garden Utilit 355.01 1200 W Jefferson 436.02 Hayden Center	07/31/2025 07/31/2025 07/31/2025 07/31/2025 07/31/2025 07/31/2025 07/31/2025	232.18 692.67 1,075.14 84.25 99.04 174.30 800.63			
	Town of Hayden	JUL2025	534.01 101 S Chestnut	07/31/2025	524.93			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net	Date Paid	Voided	
					Invoice Amount			
3710	Town of Hayden	JUL2025	694.02 135 Walnut Street	07/31/2025	84.45			
3710	Town of Hayden	JUL2025	1208.01 513 S Poplar St park	07/31/2025	57.62			
3710	Town of Hayden	JUL2025	2035.01 249 Hawthorn	07/31/2025	159.06			
3710	Town of Hayden	JUL2025	15.01 1250 W Jefferson	07/31/2025	266.48			
3710	Town of Hayden	JUL2025	92.01 178 W Jefferson	07/31/2025	104.14			
3710	Town of Hayden	JUL2025	231.01 229 S 3rd St park	07/31/2025	2,561.62			
3710	Town of Hayden	JUL2025	232.01 40500 CR 183	07/31/2025	630.83			
To	otal 3710:				7,547.34			
13190	Trey Steven Mullen	781	Media/Communications	07/31/2025	1,760.00			
To	otal 13190:				1,760.00			
13417	Twin Enviro - Apex	JUL2025	Residential Trash Service	07/31/2025	28,962.62			
To	otal 13417:				28,962.62			
12864	UNCC	225070804	Swr - Utility Locates	07/31/2025	28.12			
	UNCC	225070804	Wtr - Utility Locates	07/31/2025	28.12			
12004	UNCC	223070604	Wii - Otility Locates	07/31/2023	20.12			
To	otal 12864:				56.24			
12459	United Companies	1651696	S Spruce Repair Asphalt	07/08/2025	1,960.62			
12459	United Companies	1652026	Poplar St Asphalt Replace	07/09/2025	1,995.97			
12459	United Companies	1652948	W Lincoln Asphalt Patch Repair	07/14/2025	2,591.04			
12459	United Companies	1653176	Breeze Basin Asphalt Repair	07/15/2025	2,635.65			
12459	United Companies	1653733	Asphalt	07/16/2025	2,797.11			
To	otal 12459:				11,980.39			
7070	HOARL B. I	IN IV (0.07.00.70.0	01 47 D 1 WTD	07/40/0005	504.50			
	USA BlueBook	INV00768786	CL-17 Regent WTP	07/16/2025	501.56			
7070	USA BlueBook	INV00769905	WWTP Lab Supplies	07/17/2025	1,800.00			
7070	USA BlueBook	INV00784596	No Trespassing Signs	07/31/2025	131.55			
To	otal 7070:				2,433.11			
12805	Vector Disease Control	PI-A00017232	Truck Mounted Spraying	07/31/2025	2,984.00			
12805	Vector Disease Control	PI-A00017232	Aerial Spraying	07/31/2025	5,022.00			
To	otal 12805:				8,006.00			
8740	Visa	09802607-JUL	Admin - Timely	07/23/2025	484.80			
8740		09802607-JUL	Admin - Zoom	07/23/2025	10.00			
8740		09802607-JUL	Admin - Mailchimp	07/23/2025	72.00			
8740		09802607-JUL	Admin - My Town Al	07/23/2025	1,320.00			
8740		09802607-JUL	Plng - Mixer Refreshments	07/23/2025	73.96			
8740		09802607-JUL	Admin - Maverick CML	07/23/2025	19.13			
8740		09802607-JUL	Admin - Breck Reservations CML	07/23/2025	4.00			
8740		09802607-JUL	Admin - Red Buffalo CML	07/23/2025	22.39			
8740		09802607-JUL	Admin - United ICMA	07/23/2025	443.36			
8740		09802607-JUL	Admin - United ICMA	07/23/2025	96.17			
8740		09802607-JUL	Admin - ICMA Registration	07/23/2025	890.00			
8740		09802607-JUL	PD - Uniform Pants Johnson	07/23/2025	93.62			
8740		09802607-JUL	PD - Health & Welness Scale	07/23/2025	154.48			
8740		09802607-JUL	PD - Chatp GPT AI	07/23/2025	20.00			
8740		09802607-JUL	Admin - CML	07/23/2025	12.07			
5,40		30002001-002		0.120,2020	12.01			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
8740	Visa	09802607-JUL	Admin - CML	07/23/2025	36.35		
8740	Visa	09802607-JUL	Admin - Bold Breck CML	07/23/2025	32.74		
8740	Visa	09802607-JUL	PD - Postage to CBI	07/23/2025	20.05		
8740	Visa	09802607-JUL	PD - Vehicle Battery Maintenance	07/23/2025	66.57		
8740	Visa	09802607-JUL	PD - When I Work	07/23/2025	40.00		
8740	Visa	09802607-JUL	PD - Return Town Logo Magnets	07/23/2025	99.40-		
8740	Visa	09802607-JUL	PD - Johnson Nametag	07/23/2025	20.41		
8740	Visa	09802607-JUL	PD - Shipping for Lost Wallet	07/23/2025	10.89		
8740	Visa	09802607-JUL	HC - Scale	07/23/2025	55.94		
8740	Visa	09802607-JUL	PD - CSO Vehicle Town Branding	07/23/2025	228.52		
8740	Visa	09802607-JUL	PD - Duty Gear	07/23/2025	184.00		
8740	Visa	09802607-JUL	PD - Office Trash Bags	07/23/2025	8.99		
8740	Visa	09802607-JUL	PD - Copy Paper	07/23/2025	28.99		
8740	Visa	09802607-JUL	PD - #718 Drawer Repair	07/23/2025	23.98		
8740	Visa	09802607-JUL	Arts - Mural Supplies	07/23/2025	8.99		
8740	Visa	09802607-JUL	HC - Gym Floor Adhesive Mat	07/23/2025	191.96		
8740	Visa	09802607-JUL	HC -Kitchen Supplies	07/23/2025	66.20		
8740	Visa	09802607-JUL	Admin - USPS Stamps	07/23/2025	168.40		
8740	Visa	09802607-JUL	Admin - USPS Water Leak Letter	07/23/2025	8.95		
8740	Visa	09802607-JUL	Admin - Stamps	07/23/2025	73.00		
8740	Visa	09802607-JUL	Hayden Daze Cups	07/23/2025	133.47		
8740	Visa	09802607-JUL	Hayden Daze - Rainbow Balloons	07/23/2025	254.60		
8740	Visa	09802607-JUL	Hayden Daze - Cornhole, Discgolf	07/23/2025	34.73		
8740	Visa	09802607-JUL	HC - Tape Dispensers	07/23/2025	14.04		
8740		09802607-JUL	Arts - Lua BBQ Supplies	07/23/2025	48.48		
8740		09802607-JUL	Arts - Lua Supplies	07/23/2025	223.45		
8740	Visa	09802607-JUL	PW - Outback	07/23/2025	75.59		
8740		09802607-JUL	Plng - Notebooks	07/23/2025	29.09		
8740		09802607-JUL	Arts - Return Corkboard	07/23/2025	138.90-		
8740		09802607-JUL	HC - Background Check x 8	07/23/2025	48.00		
8740		09802607-JUL	Arts - Ink Rollers	07/23/2025	33.62		
8740		09802607-JUL	HC - Wristbands	07/23/2025	9.49		
8740		09802607-JUL	PW - NWBP Building Permit Credi	07/23/2025	76.99-		
8740		09802607-JUL	PW - Electrical Tool	07/23/2025	279.99		
8740		09802607-JUL	PW - USPS	07/23/2025	14.14		
8740		09802607-JUL	PW - Harbor Freight Water Truck	07/23/2025	77.93		
8740		09802607-JUL	PW - Double Tree - CRWA Trainin	07/23/2025	808.59		
8740		09802607-JUL	PW - Maverick	07/23/2025	20.01		
8740		09802607-JUL	PW - Lightbar	07/23/2025	519.90		
8740		09802607-JUL	PW - AWWA Training Cless	07/23/2025	120.00		
8740		09802607-JUL	PW - CRWA Training Cless	07/23/2025	200.00		
8740		09802607-JUL	PW - CRWA Training	07/23/2025	200.00		
8740		09802607-JUL	PW - M&N Plumbing Pipe Repair	07/23/2025	251.37		
8740		09802607-JUL	PW - M&N Plumbing Hyd Meter R	07/23/2025	90.33		
8740		09802607-JUL	PW - Harbor Freight	07/23/2025	429.98		
T	otal 8740:				8,592.42		
3880	Wagner Equipment Co	P04C0351479	PW - 246 Cutting Edges	07/02/2025	74.36		
3880	Wagner Equipment Co	P04C0351587	PW - 246 Hyd Oil	07/08/2025	225.66		
3880	Wagner Equipment Co	P04C0351789	PW - 246 Cutting Edges	07/17/2025	319.11		
T	otal 3880:				619.13		
7580	Wagner Rents	D0232501	Asphalt Patching - Roller Rental	07/17/2025	1,675.48		

Town of Hayden

Payment Approval Report - Hayden Vendor Name Report dates: 8/4/2025-8/4/2025

Page: 7 Aug 05, 2025 01:30PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
Т	otal 7580:				1,675.48		
13556	Welch, Stephanie	20250716	TIPS Training Reimbursement	07/16/2025	38.00		
Т	otal 13556:				38.00		
6130	Western Security Systems Inc	640284	HC - Fire System Inpsection	07/07/2025	900.00		
Т	otal 6130:				900.00		
13389	Wilson Williams LLP	1881	YVEA Franchise Review	07/31/2025	426.50		
Т	otal 13389:				426.50		
13191	Wohlgenant, Tim	163.08	Utility Deposit Refund	07/30/2025	75.00		
Т	otal 13191:				75.00		
	Yampa Valley Electric Yampa Valley Electric	1802JUL2025 8003JUL2025	1510001802 Street Lights 750008003 Hayden Center	07/31/2025 07/31/2025	3,460.08 187.30		
Т	otal 4010:				3,647.38		
13519 13519 13519 13519	Yampa Valley Property Service LL Yampa Valley Property Service LL Yampa Valley Property Service LL Yampa Valley Property Service LL	1110 1110	TH - Janitorial PD - Janitorial HC - Contract Custodial HC - Janitorial	07/31/2025 07/31/2025 07/31/2025 07/31/2025	290.00 250.00 2,800.00 640.00		
Total 13519:					3,980.00		
	Zirkel Wireless, LLC Zirkel Wireless, LLC	68013 69909	WTP 16470 PW Shop 16471	08/01/2025 08/01/2025	102.57 99.00		
Т	otal 4245:				201.57		
G	rand Totals:				807,106.31		

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

TOWN OF HAYDEN COUNTY OF ROUTT STATE OF COLORADO ORDINANCE 742

AN ORDINANCE REZONING FROM THE OPEN (O) ZONING DISTRICT TO THE RESIDENTIAL MEDIUM DENSITY (RMD) ZONING DISTRICT, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 28,322 SQUARE FEET, LOCATED AT 365 SOUTH POPLAR STREET AND LEGALLY DESCRIBED AS SET FORTH HEREIN.

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

WHEREAS, this ordinance is adopted pursuant to the Town's home rule authority, the Town's authority under Colorado Revised Statutes Section 31-23-301, and the authority of the Town Council under Section 10.16.050 of the Code of Ordinances of the Town ("Town Code"); and

WHEREAS, the Town of Hayden, as owner of certain real property located at 365 South Poplar Street, Hayden, Colorado, legally described as set forth below (hereinafter the "Property"), has made application to the Town for a change of zoning classification of the Property from the Open (O) zoning district to the Residential Medium Density (RMD) zoning district; and

WHEREAS, pursuant to the provisions of Section 10.16.020 of the Code, on July 17, 2025, the Town Planning Commission conducted a public hearing concerning the application for the rezoning; and

WHEREAS, after the public hearing, the Planning Commission recommended that the Town Council approve the application for a change of zoning classification of the Property from Open (O) zoning district to the Residential Medium Density (RMD) zoning district; and

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

<u>Section 1</u>. <u>Findings and Conclusion</u>. Based on the report and documents received at its meeting of July 24, 2025, and the testimony and other evidence received at its public hearing on this matter conducted on August 7 2025, the Town Council has considered each of the review criteria for a change in zoning designation that are set forth in Section 10.16.050(2) of the Town Code and:

- A. hereby adopts the factual findings related to each such criteria that are set forth in the memorandum to the Town Council concerning this zoning change from Mr. Ty Johnson, dated July 24, 2025; and
- B. based upon said findings, hereby approves the change in zoning of the Property, legally described as follows, from the Open (O) zone designation to the Residential Medium Density (RMD) zone designation:

BEGINNING AT A POINT WHENCE THE E1/4 CORNER OF SECTION 9, IN TOWNSHIP 6 NORTH, RANGE 88 WEST OF THE 6TH PRINCIPAL MERIDIAN BEARS EAST 520 FEET AND NORTH 470 FEET; THENCE N 89 $^{\circ}$ 46' W 132.15 FEET; THENCE S 34 $^{\circ}$ 03' E 65.60 FEET; THENCE N 60 $^{\circ}$ 35' E 109.55 FEET TO THE POINT OF BEGINNING.

AND

A TRACT OF LAND IN THE NE1/4SE1/4 OF SECTION 9, T6N, R88 WEST OF THE 6TH PRINCIPAL MERIDIAN BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 320 FEET SOUTH AND 80 FEET EAST OF THE NE CORNER OF BLOCK 18 OF THE FIRST ADDITION OF THE WEST HAYDEN TOWNSITE COMPANY TO THE TOWN OF HAYDEN, COLORADO; AND RUN THENCE EAST 278.6 FEET TO THE WEST R.O.W LINE OF THE COUNTY ROAD; THENCE S 28 ° 21' W 113 FEET

ON THE WEST R.O.W LINE OF THE COUNTY ROAD; THENCE WEST 225 FEET; THENCE NORTH 100 FEET TO THE POINT OF BEGINNING COUNTY OF ROUTT, STATE OF COLORADO

<u>Section 2</u>. <u>Zone Map Designation</u>. The real property located at 365 South Poplar Street and legally described above is hereby designated as being within the Residential Medium Density (RMD) zoning district and the Director of the Planning and Zoning Department shall cause the Town of Hayden Zoning Map to be amended to reflect the designation approved by this Ordinance:

<u>Section 3. Severability</u>. If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Town Council hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

<u>Section 4. Effective Date</u>. This Ordinance shall take effect, after publication after second reading in accordance with Section 3-3 of the Home Rule Charter, and shall be recorded in the Town Book of Ordinances kept for that purpose, authenticated by the signatures of the Mayor and Town Clerk.

<u>Section 5. Public Hearing</u>. A public hearing on this Ordinance will be held on August 7, 2025 at the regular meeting of the Hayden Town Council beginning at 7:30 p.m. at the Hayden Town Hall, 178 West Jefferson Avenue, Hayden, Colorado.

INTRODUCED, READ, APPROVED ON FIRST READING AND ORDERED PUBLISHED PURSUANT TO SECTION 3-3(d) OF THE HAYDEN HOME RULE CHARTER, BY THE TOWN COUNCIL OF THE TOWN OF HAYDEN, COLORADO, UPON A MOTION DULY MADE, SECONDED AND PASSED AT ON JULY 24, 2025, AND SETTING A PUBLIC HEARING FOR AUGUST 7, 2025 AT THE COUNCIL CHAMBERS OF THE HAYDEN TOWN HALL, LOCATED AT 178 WEST JEFFERSON AVENUE, HAYDEN, COLORADO.

BY:	ATTEST:	
Ryan Banks, Mayor		Barbara Binetti, Town Clerk
Trevor Gann, Mayor P	ro Tem	
		DERED PUBLISHED PURSUANT TO SECTION 3-3(h) OF
	· ·	SSED AT ITS REGULAR MEETING HELD AT THE TOWN
OF HAYDEN, ON THE 7TH D	•	SOLD AT THE NEODEAN WILL TING TILLD AT THE TOWN
BY:	ATTEST:	
Ryan Banks, Mayor		Barbara Binetti, Town Clerk

TOWN OF HAYDEN - DRAFT COMBINED CASH INVESTMENT JUNE 30, 2025

COMBINED CASH ACCOUNTS

01-100300	CASH IN BANK - MVB		440,055.73
01-100400	CASH IN MONEY MARKET - MVB		11,128,605.34
01-100550	CASH IN HRA - MVB		37,517.88
01-100625	CASH IN MERCHANT ACCOUNT	- MVB	36,415.80
01-100650	XPRESS DEPOSIT ACCOUNT		108,336.83
01-102000	CASH ON HAND		400.00
01-106000	CASH IN COLOTRUST		10,367.53
01-109000	CASH IN MONEY MARKET - YVB	_	501.55
	TOTAL COMBINED CASH		11,762,200.66
01-110000	CASH IN MONEY MARKET - YVB		1,732.27
01-111000	CASH IN CHECKING - YVB		500.00
01-112000	CASH IN MONEY MARKET - YVB		227,785.97
01-113000	CASH IN MONEY MARKET - YVB		693,340.39
01-114000	CASH IN MONEY MARKET - YVB		4,291.09
01-100000	CASH ALLOCATED TO OTHER FO	UNDS -	(12,689,850.38)
	TOTAL UNALLOCATED CASH	_	.00
		=	

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND		1,411,036.53
11	ALLOCATION TO ECONOMIC DEVELOPMENT FUND		21,636.85
12	ALLOCATION TO RECREATION FUND	(141,256.80)
30	ALLOCATION TO 2018 G.O. BONDS DEBT SERVICE		1,407,597.73
40	ALLOCATION TO CAPITAL IMPROVEMENT FUND		6,347,952.52
51	ALLOCATION TO ENTERPRISE FUND		1,107,809.14
52	ALLOCATION TO INTERGOVERNMENTAL SERVICE FUND		173,468.28
64	ALLOCATION TO CONSERVATION TRUST FUND		99,394.33
66	ALLOCATION TO HERITAGE CENTER FUND		32.75
70	ALLOCATION TO CLIMATE ACTION FUND		81,761.91
72	ALLOCATION TO OPIOID COLLABORATIVE FUND		853,207.39
74	ALLOCATION TO NORTHWEST GID		927,709.71
76	ALLOCATION TO HOUSING AUTHORITY	(500.00)
80	ALLOCATION TO RESERVE FUND		400,000.04
	TOTAL ALLOCATIONS TO OTHER FUNDS		12,689,850.38
	ALLOCATION FROM COMBINED CASH FUND - 01-100000	(12,689,850.38)
	ZERO PROOF IF ALLOCATIONS BALANCE		.00

	ASSETS			
10-124000 10-124100 10-124500 10-124700 10-125000	CASH IN COMBINED CASH FUND PROPERTY TAXES RECEIVABLE RECEIVABLE FROM CTY TREASURER DUE FROM OTHER GOVERNMENTS DUE FROM OTHER FUND GRANTS RECEIVABLE PREPAID EXPENSE	-	1,411,036.53 1,057,256.12 226,311.72 345,007.87 840,193.07 48,323.27 90.00	
	LIABILITIES AND EQUITY		=	3,928,218.58
	LIABILITIES			
10-222000 10-222002 10-222003 10-222004 10-222005 10-222007 10-222008 10-230510 10-240000 10-241000 10-250100	ACCOUNTS PAYABLE WAGES PAYABLE PENSION PAYABLE FICA PAYABLE FEDERAL WITHHOLDING PAYABLE COSIT PAYABLE MEDICARE PAYABLE SUTA PAYABLE DEFERRED PROPERTY TAXES ZONING & SUB. FEES PAYABLE DEPOSITS PAYABLE COMMITMENT GUARANTEE DEPOSIT SALES TAX PAYABLE TO RC		134.85 83,323.95 10,567.10 15,063.32 11,460.86 4,846.96 3,522.86 4,103.44 1,057,256.12 17,438.14 2,600.00 31,228.00 23,106.54	1,264,652.14
10-280000 10-281000	FUND EQUITY FUND BALANCE - UNRESTRICTED FUND BALANCE - RESTRICTED UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	786,779.13	1,356,590.02 520,197.29	
	BALANCE - CURRENT DATE		786,779.13	
	TOTAL FUND EQUITY	-		2,663,566.44
	TOTAL LIABILITIES AND EQUITY		_	3,928,218.58

		PERIOD ACTUAL	YTD ACTUAL	ANN. BUDGET	UNEARNED	PCNT
	TAXES REVENUE					
10-31-4000	GENERAL PROPERTY TAX	230,793.49	1,017,268.32	1,057,256.00	39,987.68	96.2
10-31-4002	SALES TAX	166,955.90	1,352,455.40	2,298,234.34	945,778.94	58.9
10-31-4003	CIGARETTE TAX	140.79	778.58	2,265.36	1,486.78	34.4
10-31-4004	FRANCHISE TAX	3,188.82	53,210.51	114,647.26	61,436.75	46.4
10-31-4006	BUILDING MATERIAL USE TAX	800.00	34,617.76	100,000.00	65,382.24	34.6
10-31-4007	LODGING TAX	396.79	2,944.76	3,000.00	55.24	98.2
10-31-4008	CAR RENTAL TAX	4,937.61	258,727.38	351,458.11	92,730.73	73.6
	TOTAL TAXES REVENUE	407,213.40	2,720,002.71	3,926,861.07	1,206,858.36	69.3
	LICENSES AND PERMITS REVENUE					
10-32-4004	MARIJUANA LICENSE	.00	3,000.00	3,000.00	.00	100.0
10-32-4005	LIQUOR LICENSE	105.00	1,320.00	2,431.25	1,111.25	54.3
10-32-4006	SALES TAX APP. FEES	375.00	1,775.00	1,575.00	(200.00)	112.7
10-32-4008	ANIMAL LICENSES	100.00	461.00	657.14	196.14	70.2
10-32-4010	OTHER LICENSES & PERMITS	.00	135.00	2,200.00	2,065.00	6.1
	TOTAL LICENSES AND PERMITS REVENUE	580.00	6,691.00	9,863.39	3,172.39	67.8
	INTERGOVERNMENTAL REVENUE					
10-33-4010	SPECIFIC OWNERSHIP TAX	.00	25,140.20	52,107.46	26,967.26	48.3
10-33-4011	MOTOR VEHICLE REG FEE	754.07	3,400.86	7,764.54	4,363.68	43.8
10-33-4012	HIGHWAY USERS TAX	6,863.08	31,597.79	68,961.22	37,363.43	45.8
10-33-4013	TOWN ROAD & BRIDGE	.00	3,969.69	9,412.00	5,442.31	42.2
10-33-4015	SEVERANCE TAX	.00	.00	64,748.39	64,748.39	.0
10-33-4016	MINERAL LEASE	.00	.00	11,290.34	11,290.34	.0
	TOTAL INTERGOVERNMENTAL REVENUE	7,617.15	64,108.54	214,283.95	150,175.41	29.9
	CHARGES FOR SERVICES					
10-34-4018	COURT COSTS & FEES	35.00	370.00	2,500.00	2,130.00	14.8
10-34-4019	ZONING & SUBDIVISION FEES	3,496.60	6,246.60	25,000.00	18,753.40	25.0
	ZONING & SUBDIVISION DEV REIMB	.00	45,086.67	25,000.00	(20,086.67)	180.4
10-34-4022	BOARD OF APPEALS & ADJUSTMENTS	.00	.00	100.00	100.00	.0
10-34-4023	RECORD REQUEST	.00	14.00	100.00	86.00	14.0
10-34-4024	MISCELLANEOUS PD CHARGES	403.75	1,360.75	1,000.00	(360.75)	136.1
10-34-4025	COPIES & FAX	.00	.00	10.00	10.00	.0
10-34-4030	BUILDING PERMIT FEES	73.25	2,095.36	15,000.00	12,904.64	14.0
	TOTAL CHARGES FOR SERVICES	4,008.60	55,173.38	68,710.00	13,536.62	80.3

		PERIOD ACTUAL	YTD ACTUAL	ANN. BUDGET	UNEARNED	PCNT
	COURT FINES & FORFEITURES					
10-35-4026	COURT SURCHARGE	1,140.00	7,510.47	.00	(7,510.47)	.0
10-35-4027	DOG FINES	.00	.00	500.00	500.00	.0
10-35-4028	TRAFFIC FINES	7,539.00	53,510.56	86,787.55	33,276.99	61.7
10-35-4029	NON-TRAFFIC FINES	30.00	192.00	500.00	308.00	38.4
	TOTAL COURT FINES & FORFEITURES	8,709.00	61,213.03	87,787.55	26,574.52	69.7
	MISCELLANEOUS REVENUE					
10-36-4030	MISCELLANEOUS	66,740.38	90,261.44	20,000.00	(70,261.44)	451.3
10-36-4031	PROPERTY RENTAL INCOME	.00	.00	2,700.00	2,700.00	.0
10-36-4032	INTEREST INCOME	11,710.62	35,501.02	87,288.29	51,787.27	40.7
10-36-4034	CC & PAPERLESS BILLING FEES	192.14	(2,311.72)	.00	2,311.72	.0
10-36-4036	GRANTS REVENUE	.00	643.85	20,000.00	19,356.15	3.2
10-36-4037	AIRPORT SECURITY REIMBURSEMENT	.00	41,910.00	70,000.00	28,090.00	59.9
	TOTAL MISCELLANEOUS REVENUE	78,643.14	166,004.59	199,988.29	33,983.70	83.0
	TOTAL FUND REVENUE	506,771.29	3,073,193.25	4,507,494.25	1,434,301.00	68.2

		PERIOD ACTUAL	YTD ACTUAL	ANN. BUDGET	UNEXPENDED	PCNT
	LEGISLATIVE EXPENDITURES					
10-46-5000	COUNCIL SALARIES	625.00	3,750.00	7,500.00	3,750.00	50.0
10-46-5001	SOCIAL SECURITY	38.75	232.50	465.00	232.50	50.0
10-46-5003	WORKERS COMPENSATION	.00	140.40	386.00	245.60	36.4
10-46-5004	HEALTH INSURANCE	.00	8,687.90	35,000.00	26,312.10	24.8
10-46-5006	MEDICARE	9.06	54.36	109.00	54.64	49.9
10-46-6002		7,300.00	36,000.00	37,500.00	1,500.00	96.0
10-46-6004		198.85	1,092.57	1,500.00	407.43	72.8
	ADVERTISING & LEGAL NOTICES	.00	.00	100.00	100.00	.0
10-46-6008	PROFESSIONAL SERVICES	.00	.00	20,000.00	20,000.00	.0
10-46-6010	EDUCATION/MEMBERSHIPS/TRAVEL	.00	2,863.54	7,000.00	4,136.46	40.9
	TREASURER FEE EXP.	4,756.10	21,235.29	21,145.12	(90.17)	100.4
	TOTAL LEGISLATIVE EXPENDITURES	12,927.76	74,056.56	130,705.12	56,648.56	56.7
	MUNICIPAL COURT EXPENDITURES					
10-47-5000	JUDICIAL SALARIES	600.00	3,600.00	7,416.00	3,816.00	48.5
10-47-5001	SOCIAL SECURITY	37.20	223.20	558.00	334.80	40.0
10-47-5002	UNEMPLOYMENT	1.20	7.20	18.00	10.80	40.0
10-47-5003	WORKERS COMPENSATION	.00	70.22	210.12	139.90	33.4
10-47-5006	MEDICARE	8.70	52.20	130.50	78.30	40.0
10-47-6000	TRAVEL	.00	.00	600.00	600.00	.0
10-47-6003	OFFICE SUPPLIES	.00	.00	200.00	200.00	.0
10-47-6005	COMPUTER EQUIPMENT & PROGRAMS	.00	16,000.00	16,000.00	.00	100.0
10-47-6010	EDUCATION / MEMBERSHIP	.00	2,651.79	2,500.00	(151.79)	106.1
	TOTAL MUNICIPAL COURT EXPENDITURES	647.10	22,604.61	27,632.62	5,028.01	81.8
	EXECUTIVE EXPENDITURES					
10-48-5000	MAYOR SALARY	150.00	900.00	1,800.00	900.00	50.0
10-48-5001	SOCIAL SECURITY	9.30	55.80	111.60	55.80	50.0
10-48-5003	WORKERS COMPENSATION	.00	70.22	193.03	122.81	36.4
10-48-5006	MEDICARE	2.18	13.08	26.16	13.08	50.0
10-48-6000	TRAVEL	.00	1,071.65	1,000.00	(71.65)	107.2
10-48-6004	MISCELLANEOUS	49.11	245.55	200.00	(45.55)	122.8
10-48-6008	PROFESSIONAL SERVICES	.00	.00	5,000.00	5,000.00	.0
10-48-6012	RC FAIR DONATION	.00	.00	9,000.00	9,000.00	.0
	TOTAL EXECUTIVE EXPENDITURES	210.59	2,356.30	17,330.79	14,974.49	13.6
	ELECTION EXPENDITURES					
10-49-6009	PROFESSIONAL SERVICES & JUDGES	.00	.00	5,000.00	5,000.00	.0
	TOTAL ELECTION EXPENDITURES	.00	.00	5,000.00	5,000.00	.0

		PERIOD ACTUAL	YTD ACTUAL	ANN. BUDGET	UNEXPENDED	PCNT
	ADMINISTRATION EXPENDITURES					
10-50-5000	SALARIES & WAGES	20,260.73	133,865.08	265,000.00	131,134.9	2 50.5
10-50-5001	SOCIAL SECURITY	1,328.11	8,806.82	17,987.09	9,180.2	7 49.0
10-50-5002	UNEMPLOYMENT	40.50	268.55	543.48	274.9	3 49.4
10-50-5003	WORKERS COMPENSATION	.00	140.40	357.65	217.2	5 39.3
10-50-5004	HEALTH INSURANCE	(798.18)	27,545.88	76,000.00	48,454.1	2 36.2
10-50-5005	RETIREMENT EXPENSE	1,160.48	7,726.73	17,275.13	9,548.4	
10-50-5006	MEDICARE	310.62	2,059.67	4,206.31	2,146.6	
10-50-5011	HRA ACCOUNT	1,037.05	5,948.84	15,000.00	9,051.1	
10-50-6000	TRAVEL	114.08	4,269.89	4,000.00	(269.89	
10-50-6002		154.00	672.59	1,500.00	827.4	•
10-50-6002	OFFICE SUPPLIES	.00	1,874.00	2,500.00	626.0	
10-50-6003	MISCELLANEOUS	1,761.97	10,411.14	20,000.00	9,588.8	
10-50-6004	INSURANCE	.00	6,621.79			
				14,467.08	7,845.2	
10-50-6007		.00	235.79	2,500.00	2,264.2	
10-50-6008	PROFESSIONAL SERVICES	9,582.76	113,430.93	85,464.40	(27,966.53	•
10-50-6010	EDUCATION/MEMBERSHIPS	.00	4,820.98	18,617.02	13,796.0	
10-50-6012		.00	3,800.00	6,500.00	2,700.0	
10-50-7000	UTILITIES	.00	.00	1,846.57	1,846.5	
10-50-7001	TELEPHONE	479.74	8,596.63	7,506.10	(1,090.53	3) 114.5
	TOTAL ADMINISTRATION EXPENDITURES	35,431.86	341,095.71	561,270.83	220,175.12	2 60.8
	PLANNING EXPENDITURES					
10-51-5000	SALARIES & WAGES	5,862.02	37,949.29	74,207.00	36,257.7	1 51.1
10-51-5001	SOCIAL SECURITY	388.88	2,517.52	4,778.41	2,260.89	52.7
10-51-5002	UNEMPLOYMENT	11.72	75.86	144.12	68.2	52.6
10-51-5004	PLANNING BENEFITS	.00	8,739.19	21,000.00	12,260.8	1 41.6
10-51-5005	RETIREMENT	410.34	2,656.43	3,543.10	886.6	7 75.0
10-51-5006	MEDICARE	90.94	588.73	1,117.48	528.7	
10-51-6007	ADVERTISING & LEGAL NOTICES	.00	562.50	1,000.00	437.5	
10-51-6008	PROFESSIONAL SERVICES	1,980.00	14,732.74	35,000.00	20,267.2	
10-51-6010	EDUCATION / TRAVEL	.00	1,206.63	5,000.00	3,793.3	
10-51-6050	DEVELOPER REVIEW	1,102.14	4,948.50	50,000.00	45,051.5	
	TOTAL PLANNING EXPENDITURES	9,846.04	73,977.39	195,790.11	121,812.72	2 37.8
	INFO TECH EXPENDITURES					
10 50 6000	DEDAIDS & MAINTENANCE	00	00	10,000,00	40,000,0	
10-52-6006	REPAIRS & MAINTENANCE	.00	.00	10,000.00	10,000.0	
10-52-6008	PROFESSIONAL SERVICES	150.00	44,500.06	28,362.15	(16,137.91	•
10-52-6011	COPIER/PRINTER	115.90	3,051.07	4,789.54	1,738.4	
10-52-9000	EQUIPMENT REPLACEMENT	.00	.00	2,500.00	2,500.0	0. 0
	TOTAL INFO TECH EXPENDITURES	265.90	47,551.13	45,651.69	(1,899.44	104.2

		PERIOD ACTUAL	YTD ACTUAL	ANN. BUDGET	UNEXPENDED	PCNT
	TH & STRUCTURES EXPENDITURES					
10-53-6000	CONTRACT SERVICES	290.00	1,450.00	4,480.00	3,030.00	32.4
10-53-6005	INSURANCE	.00	7,357.52	21,792.31	14,434.79	33.8
10-53-6006	REPAIRS & MAINTENANCE	45.15	419.41	1,000.00	580.59	41.9
10-53-6020	MUSEUM BUILDING MAINTENANCE	.00	.00	70,000.00	70,000.00	.0
10-53-7000	UTILITIES	136.18	3,873.57	8,987.76	5,114.19	43.1
10-53-9000	EQUIPMENT REPLACEMENT	.00	.00	17,500.00	17,500.00	.0
	TOTAL TH & STRUCTURES EXPENDITURES	471.33	13,100.50	123,760.07	110,659.57	10.6
	POLICE DEPT EXPENDITURES					
10-54-5000	SALARIES & WAGES	48,348.03	284,006.96	685,850.00	401,843.04	41.4
10-54-5001	SOCIAL SECURITY	3,537.92	22,521.03	40,410.13	17,889.10	55.7
10-54-5002	UNEMPLOYMENT	108.77	695.81	1,252.16	556.35	55.6
10-54-5003	WORKERS COMPENSATION	.00	5,667.93	14,227.01	8,559.08	39.8
10-54-5004	HEALTH INSURANCE	.00	68,386.45	136,200.00	67,813.55	50.2
10-54-5005	PENSION EXPENSE	2,673.55	15,302.27	25,683.44	10,381.17	59.6
10-54-5006	MEDICARE	827.42	5,267.02	9,450.86	4,183.84	55.7
10-54-5007	PUBLIC SAFETY OVERTIME	3,085.24	15,133.19	30,000.00	14,866.81	50.4
10-54-5008	PART-TIME WAGES	2,956.25	15,510.00	8,000.00	(7,510.00)	193.9
10-54-5009	AIRPORT SECURITY WAGES	.00	33,288.75	70,000.00	36,711.25	47.6
10-54-6002	AMMUNITION	.00	.00	3,000.00	3,000.00	.0
10-54-6003	OFFICE SUPPLIES	.00	147.07	1,500.00	1,352.93	9.8
10-54-6005	INSURANCE	.00	26,412.95	72,459.45	46,046.50	36.5
10-54-6007	ADVERTISING & LEGAL NOTICES	.00	.00	1,000.00	1,000.00	.0
10-54-6008	PROFESSIONAL SERVICES	.00	7,081.51	25,000.00	17,918.49	28.3
10-54-6009	VEHICLE EXPENSE	1,598.17	11,172.82	24,000.00	12,827.18	46.6
10-54-6010	EDUCATION/MEMBERSHIP/TRAVEL	.00	11,793.50	34,500.00	22,706.50	34.2
10-54-6011	COPIER/PRINTER	.00	52.91	1,200.00	1,147.09	4.4
10-54-6012	ANIMAL CONTROL	8.94	8.94	2,500.00	2,491.06	.4
10-54-6013	UNIFORMS	.00	2,098.27	8,000.00	5,901.73	26.2
10-54-6014	GENERAL OPERATING EXPENSE	3,348.89	5,468.24	7,500.00	2,031.76	72.9
10-54-6015	BUILDING	920.05	4,159.68	15,000.00	10,840.32	27.7
10-54-6020	COMPUTER PROGRAMS/EQUIPMENT	75.00	9,226.41	29,800.00	20,573.59	31.0
10-54-7000	UTILITIES	532.44	4,834.00	10,829.79	5,995.79	44.6
10-54-7001	TELEPHONE	1,088.01	6,154.91	12,087.21	5,932.30	50.9
10-54-7002	SOLAR PERFORMANCE CONTRACT	865.00	25,199.83	25,810.00	610.17	97.6
10-54-8500	VEHICLE/EQUIPMENT PURCHASES	.00	18,219.12	18,330.00	110.88	99.4
10-54-8600	POLICE EQUIPMENT	.00	2,441.00	25,500.00	23,059.00	9.6
10-54-9000	EQUIPMENT REPLACEMENT	.00	.00	25,000.00	25,000.00	.0
10-54-9025	LEASE PAYMENT - SERVICE FUND	1,666.67	10,000.02	20,000.00	9,999.98	50.0
10-54-9050	LEASE PAYMENT -POLICE STATION	.00	53,830.00	107,270.00	53,440.00	50.2
	TOTAL POLICE DEPT EXPENDITURES	71,640.35	664,080.59	1,491,360.05	827,279.46	44.5

		PERIOD ACTUAL	YTD ACTUAL	ANN. BUDGET	UNEXPENDED	PCNT
	STREETS DEPT EXPENDITURES					
10-56-5000	SALARIES & WAGES	26,591.78	171,848.26	312,000.00	140,151.74	55.1
10-56-5001	SOCIAL SECURITY	2,336.54	12,810.47	23,028.25	10,217.78	55.6
10-56-5002	UNEMPLOYMENT	72.02	391.48	702.47	310.99	55.7
10-56-5003	WORKERS COMPENSATION	.00	2,948.40	7,844.47	4,896.07	37.6
10-56-5004	HEALTH INSURANCE	.00	26,164.80	103,000.00	76,835.20	25.4
10-56-5005	PENSION EXPENSE	1,679.81	10,922.88	20,175.14	9,252.26	54.1
10-56-5006	MEDICARE	546.47	2,995.99	5,385.32	2,389.33	55.6
10-56-5007	STREETS OVERTIME	3,601.62	13,911.75	29,507.00	15,595.25	47.2
10-56-5008	SEASONAL AND PT WAGES	5,813.00	9,938.00	25,420.00	15,482.00	39.1
10-56-6003	OFFICE SUPPLIES	5.00	170.48	2,000.00	1,829.52	8.5
10-56-6005	INSURANCE	.00	8,093.27	23,721.83	15,628.56	34.1
10-56-6006	REPAIRS&MAINT (NON-EQUIPMENT)	2,890.69	21,679.72	206,495.00	184,815.28	10.5
10-56-6008	PROFESSIONAL SERVICES	.00	19,932.78	50,000.00	30,067.22	39.9
10-56-6009	VEHICLE EXPENSE & FUEL	1,236.99	7,717.57	20,000.00	12,282.43	38.6
10-56-6010	EDUCATION/MEMBERSHIP/TRAVEL	.00	2,050.00	3,000.00	950.00	68.3
10-56-6014	GENERAL OPERATING EXPENSE	388.18	2,920.36	21,500.00	18,579.64	13.6
10-56-6015	TOOLS	329.57	2,832.43	6,000.00	3,167.57	47.2
10-56-6017	SNOW REMOVAL	935.00	24,930.51	37,000.00	12,069.49	67.4
10-56-6018	STREET MAINTENANCE	4,717.40	15,452.74	30,000.00	14,547.26	51.5
10-56-6022	WEED CONTROL	.00	.00	2,000.00	2,000.00	.0
10-56-6024	STREET SIGNS	8,637.77	8,789.51	15,000.00	6,210.49	58.6
10-56-7000	UTILITIES	4,717.17	25,435.27	4,281.99	(21,153.28)	594.0
10-56-7001	TELEPHONE	270.11	1,264.11	.00	(1,264.11)	.0
10-56-9025	LEASE PAYMENT - SERVICE FUND	6,416.67	38,500.02	77,000.00	38,499.98	50.0
	TOTAL STREETS DEPT EXPENDITURES	71,185.79	431,700.80	1,025,061.47	593,360.67	42.1

		PERIOD ACTUAL	YTD ACTUAL	ANN. BUDGET	UNEXPENDED	PCNT
	PARKS DEPT EXPENDITURES					
10-58-5000	SALARIES & WAGES	7 465 10	49.062.20	120,000.00	71 027 70	40.1
10-58-5000	SOCIAL SECURITY	7,465.18 1,201.47	48,062.30 4,467.75	120,000.00	71,937.70 6,102.96	42.3
	UNEMPLOYMENT	37.81	137.92	327.50	189.58	42.1
10-58-5002	WORKERS COMPENSATION	.00	1,263.60	3,218.87	1,955.27	39.3
10-58-5004	HEALTH INSURANCE	.00	15,900.34	38,000.00	22,099.66	41.8
10-58-5004	PENSION EXPENSE	483.40	3,141.64	6,785.52	3,643.88	46.3
10-58-5006	MEDICARE	281.02	1,044.96	2,472.09	1,427.13	42.3
10-58-5007	PARKS OVERTIME	1,743.17	5,407.73	10,777.61	5,369.88	50.2
10-58-5007	SEASONAL AND PT WAGES	9,686.80	15,447.95	38,000.00	22,552.05	40.7
10-58-6005	INSURANCE	9,000.80	8,093.27	23,952.13	15,858.86	33.8
	REPAIRS & MAINTENANCE	494.99	6,832.21	26,000.00	19,167.79	26.3
	PROFESSIONAL SERVICES	.00	969.00	2,500.00	1,531.00	38.8
10-58-6009	VEHICLE EXPENSE	405.09	3,180.93	7,000.00	3,819.07	45.4
10-58-6010	EDUCATION/MEMBERSHIP/TRAVEL	.00	1,195.00	2,000.00	805.00	59.8
	PARKS OPERATING COSTS	381.76	4,503.01	7,720.00	3,216.99	58.3
	TREES	655.15	11,784.84	7,720.00	63,215.16	15.7
	FIELDS & TURF MAINTENANCE	1,137.27	18,384.73	30,000.00	11,615.27	61.3
10-58-7000	UTILITIES	3.642.49	16,800.60	45,892.65	29,092.05	36.6
	TRAILS	70.83	1,808.22	1,500.00	(308.22)	120.6
10-58-7800	EQUIPMENT EXPENSE	.00	200.89	500.00	299.11	40.2
	LEASE PAYMENT - SERVICE FUND	1,250.00		15.000.00	7,500.00	50.0
10-36-9023	LEASE PATIVIENT - SERVICE FUND		7,500.00		7,500.00	
	TOTAL PARKS DEPT EXPENDITURES	28,936.43	176,126.89	467,217.08	291,090.19	37.7
	MOSQUITO CONTROL EXPENDITURES					
10-59-6008	PROFESSIONAL SERVICES	.00	108.00	21,052.63	20,944.63	.5
	TOTAL MOSQUITO CONTROL EXPENDITURE	.00	108.00	21,052.63	20,944.63	.5
	CONTINGENCY EXPENDITURES					
10-60-9020	ENTERPRISE FUND TRANSFER	8,333.33	49,999.98	.00	(49,999.98)	.0
	TOTAL CONTINGENCY EXPENDITURES	8,333.33	49,999.98	.00	(49,999.98)	.0
	TRANSFER EXPENDITURES					
10-70-1000	TRANSFER TO RECREATION FUND	20,267.75	121,606.50	243,213.00	121,606.50	50.0
10-70-1000	TRANSFER TO ECONOMIC DEV. FUND	11,216.53	67,299.18	134,598.37	67,299.19	50.0
	TRANSFER TO CIP	33,333.33	199,999.98	400,000.00	200,000.02	50.0
	TRANSFER TO CLIMATE ACTION FUN	125.00	750.00	1,500.00	750.00	50.0
10-70-0000	TRANSI ER TO CLIMATE ACTION TON		750.00			
	TOTAL TRANSFER EXPENDITURES	64,942.61	389,655.66	779,311.37	389,655.71	50.0
	TOTAL FUND EXPENDITURES	304,839.09	2,286,414.12	4,891,143.83	2,604,729.71	46.8
	NET REVENUE OVER EXPENDITURES	201,932.20	786,779.13	(383,649.58)	(1,170,428.71)	205.1

ECONOMIC DEVELOPMENT FUND

	ASSETS			
11-100000	CASH IN COMBINED CASH FUND		21,636.85	
11-125000	GRANTS RECEIVABLE	_	13,171.89	
	TOTAL ASSETS		_	34,808.74
	LIABILITIES AND EQUITY			
	FUND EQUITY			
11-280000	FUND BALANCE - UNRESTRICTED		632.96	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	34,175.78		
	BALANCE - CURRENT DATE	_	34,175.78	
	TOTAL FUND EQUITY			34,808.74
	TOTAL LIABILITIES AND EQUITY		_	34,808.74

ECONOMIC DEVELOPMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	ANN. BUDGET	UNEARNED	PCNT
	ECONOMIC DEV. FUND REVENUE					
11-36-4050	OTHER REVENUE	.00	3,171.89	1,500.00	(1,671.89)	211.5
11-36-4052	ECONOMIC DEV. GRANT REVENUE	.00	10,000.00	10,000.00	.00	100.0
11-36-4061	ECONOMIC DEV. DONATIONS	.00	.00	20,000.00	20,000.00	.0
	TOTAL ECONOMIC DEV. FUND REVENUE	.00	13,171.89	31,500.00	18,328.11	41.8
	TRANSFERS					
11-39-6000	TRANSFER FROM GF - ECON DEV	11,216.53	67,299.18	134,598.37	67,299.19	50.0
	TOTAL TRANSFERS	11,216.53	67,299.18	134,598.37	67,299.19	50.0
	TOTAL FUND REVENUE	11,216.53	80,471.07	166,098.37	85,627.30	48.5

ECONOMIC DEVELOPMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	ANN. BUDGET	UNEXPENDED	PCNT
	ECON DEVELOPMENT EXPENDITURES					
11-55-5000	SALARIES & WAGES	2,931.02	18,974.68	37,103.00	18,128.32	51.1
11-55-5001	SOCIAL SECURITY	194.46	1,258.87	9,678.00	8,419.13	13.0
11-55-5002	UNEMPLOYMENT	5.88	38.04	294.00	255.96	12.9
11-55-5005	PENSION EXPENSE	205.18	1,328.29	10,212.00	8,883.71	13.0
11-55-5006	MEDICARE	45.46	294.31	2,262.00	1,967.69	13.0
11-55-6000	TRAVEL	.00	.00	850.00	850.00	.0
11-55-6004	MISCELLANEOUS	.00	3.30	500.00	496.70	.7
11-55-6008	PROFESSIONAL SERVICES	2,000.00	10,140.00	24,000.00	13,860.00	42.3
11-55-6010	EDUCATION/MEMBERSHIP	.00	1,673.40	1,200.00	(473.40)	139.5
11-55-6014	GENERAL OPERATING EXPENSE	.00	.00	250.00	250.00	.0
11-55-6015	MARKETING	.00	12,162.15	50,000.00	37,837.85	24.3
11-55-7000	UTILTIES	84.45	422.25	.00	(422.25)	.0
11-55-7010	REVOLVING LOAN FUND/GRANTS	.00	.00	30,000.00	30,000.00	.0
	TOTAL ECON DEVELOPMENT EXPENDITUR	5,466.45	46,295.29	166,349.00	120,053.71	27.8
	TOTAL FUND EXPENDITURES	5,466.45	46,295.29	166,349.00	120,053.71	27.8
	NET REVENUE OVER EXPENDITURES	5,750.08	34,175.78	(250.63)	(34,426.41)	13636.

	ASSETS					
12-100000 12-124500	CASH IN COMBINED CASH FUND DUE FROM OTHER GOVERNMENTS		(141,256.80) 85,374.14		
	TOTAL ASSETS				(55,882.66)
	LIABILITIES AND EQUITY					
	LIABILITIES					
12-220100 12-222000	ACCOUNTS PAYABLE WAGES PAYABLE		(11,984.98) 11,984.98		
12-230700	DUE TO OTHER FUNDS			22,852.38		
	TOTAL LIABILITIES					22,852.38
	FUND EQUITY					
12-280000	FUND BALANCE - UNRESTRICTED		(121,032.08)		
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD 4:	2,297.04				
	BALANCE - CURRENT DATE			42,297.04		
	TOTAL FUND EQUITY					78,735.04)
	TOTAL LIABILITIES AND EQUITY				(55,882.66)

		PERIOD ACTUAL	YTD ACTUAL	ANN. BUDGET	UNEARNED	PCNT
	RECREATION & PARKS REVENUE					
	SALES TAX HAYDEN CENTER	42,000.00	337,582.70	613,518.60	275,935.90	55.0
12-36-4036 12-36-4044	REREATION GRANT REVENUE	.00	.00	5,000.00	5,000.00	.0 27.2
12-36-4044	RECREATION PROGRAMS REVENUE REC EVENTS REVENUE	4,356.70 2,385.00	12,101.56 15,081.39	44,444.44	32,342.88 (15,081.39)	.0
12-36-4048	PARK FACILITIES	7,200.00	8,170.00	10,000.00	(15,081.39) 1,830.00	.0 81.7
12-36-4053	OTHER REVENUE - RECREATION	.00	.00	4,200.00	4,200.00	.0
12-00-4000	OTHER REVENUE - REGRESSION		.00			
	TOTAL RECREATION & PARKS REVENUE	55,941.70	372,935.65	677,163.04	304,227.39	55.1
	HAYDEN CENTER REVENUE					
12-37-4010	RECREATION/FITNESS MEMBERSHIP	.00	5,957.60	.00	(5,957.60)	.0
12-37-4023	CHILD CARE FEES	.00	60.00	.00	(60.00)	.0
12-37-4036	GRANTS REVENUE HAYDEN CENTER	.00	40,053.00	44,210.53	4,157.53	90.6
12-37-4043	EVENT REVENUE NON HAYDEN CNTR	166.92	166.92	5,555.56	5,388.64	3.0
12-37-4044	ART PROGRAM REVENUES	486.25	22,456.67	55,000.00	32,543.33	40.8
12-37-4045	ART EVENT REVENUES	761.89	3,272.88	12,500.00	9,227.12	26.2
12-37-4048	HAYDEN CENTER FACILITY FEES	397.00	12,763.16	29,000.00	16,236.84	44.0
12-37-4050	MISCELLANEOUS	408.89	2,992.85	2,500.00	(492.85)	119.7
	TOTAL HAYDEN CENTER REVENUE	2,220.95	87,723.08	148,766.09	61,043.01	59.0
	FITNESS REVENUE					
12-38-4010	FITNESS MEMBERSHIP	10,388.02	71,690.15	117,478.96	45,788.81	61.0
12-38-4036	FITNESS GRANT REVENUE	.00	.00	5,000.00	5,000.00	.0
12-38-4044	FITNESS PROGRAMS	1,401.25	2,842.00	12,000.00	9,158.00	23.7
12-38-4045	PERSONAL/NUTRITION TRAINING	710.33	5,093.33	5,000.00	(93.33)	101.9
12-38-4050	FITNESS SPECIAL EVENTS	.00	.00	11,500.00	11,500.00	.0
	TOTAL FITNESS REVENUE	12,499.60	79,625.48	150,978.96	71,353.48	52.7
	TRANSFERS					
12-39-6002	TRANSFER FROM GF-RECREATION	20,267.75	121,606.50	243,213.00	121,606.50	50.0
	TOTAL TRANSFERS	20,267.75	121,606.50	243,213.00	121,606.50	50.0
	TOTAL FUND REVENUE	90,930.00	661,890.71	1,220,121.09	558,230.38	54.3

		PERIOD ACTUAL	YTD ACTUAL	ANN. BUDGET	UNEXPENDED	PCNT
	DEODE ATION DROOP AN EXPENSE					
	RECREATION PROGRAM EXPENSE					
12-57-5000	SALARIES & WAGES	3,685.55	23,956.02	47,912.00	23,955.98	50.0
12-57-5001	SOCIAL SECURITY	244.50	1,589.25	3,545.49	1,956.24	44.8
12-57-5002	UNEMPLOYMENT	7.38	47.97	143.74	95.77	33.4
12-57-5003	WORKERS COMPENSATION	.00	.00	1,533.18	1,533.18	.0
12-57-5005	PENSION EXPENSE	258.00	1,677.00	910.33	(766.67)	184.2
12-57-5006	MEDICARE	57.18	371.67	442.89	71.22	83.9
12-57-5008	SEASONAL EMP. WAGES	.00	.00	8,700.00	8,700.00	.0
12-57-6010	EDUCATION/MEMBERSHIP/TRAVEL	.00	124.53	2,000.00	1,875.47	6.2
12-57-6020	PARKS & RECREATION OPERATING C	55.11	249.11	2,000.00	1,750.89	12.5
12-57-6022	PARKS & RECREATION PROGRAMS	.00	2,903.63	21,052.63	18,149.00	13.8
12-57-6023	PARKS & RECREATION EVENTS	352.59	5,659.25	18,947.37	13,288.12	29.9
	TOTAL RECREATION PROGRAM EXPENSE	4,660.31	36,578.43	107,187.63	70,609.20	34.1
	HAYDEN CENTER EXPENDITURES					
12-59-5000	SALARIES & WAGES	20,541.76	131,748.82	261,425.00	129,676.18	50.4
12-59-5001	SOCIAL SECURITY	1,503.16	9,248.19	16,390.07	7,141.88	56.4
12-59-5002	UNEMPLOYMENT	45.70	280.75	513.48	232.73	54.7
12-59-5003	WORKERS COMPENSATION	.00	1,965.56	5,265.25	3,299.69	37.3
12-59-5004	HEALTH INSURANCE	.00	58,603.31	108,000.00	49,396.69	54.3
12-59-5005	PENSION EXPENSE	1,399.60	8,827.42	14,580.14	5,752.72	60.5
12-59-5006	MEDICARE	351.55	2,162.88	3,832.62	1,669.74	56.4
12-59-5007	HAYDEN CENTER OVERTIME	.00	908.66	187.23	(721.43)	485.3
12-59-5008	SEASONAL EMPLOYEE WAGES	2,303.26	7,681.48	15,739.01	8,057.53	48.8
12-59-6002	POSTAGE	.00	9.67	400.00	390.33	2.4
12-59-6003	OFFICE SUPPLIES	.00	786.91	3,571.00	2,784.09	22.0
12-59-6004	MISCELLANEOUS	.00	1,013.74	2,000.00	986.26	50.7
12-59-6005	INSURANCE	.00	5,886.06	11,388.00	5,501.94	51.7
12-59-6006	REPAIRS & MAINTENANCE	856.75	9,040.80	23,000.00	13,959.20	39.3
12-59-6007	ADVERTISING & PROMOTION	.00	.00	3,750.00	3,750.00	.0
12-59-6008	PROFESSIONAL SERVICES	4,110.00	20,626.50	27,500.00	6,873.50	75.0
12-59-6010	EDUCATION/MEMBERSHIP/TRAVEL	.00	120.50	2,500.00	2,379.50	4.8
12-59-6013	UNIFORMS	.00	.00	2,000.00	2,000.00	.0
12-59-6020	HAYDEN CENTER OPERATING COSTS	1,804.60	19,350.53	21,167.14	1,816.61	91.4
12-59-6024	COMPUTERS & IT	.00	3,239.21	2,000.00	(1,239.21)	162.0
12-59-7000	UTILITIES	2,728.56	35,649.78	54,783.67	19,133.89	65.1
12-59-7001	TELEPHONE	422.24	2,364.53	3,813.00	1,448.47	62.0
12-59-7002	SOLAR PERFORMANCE CONTRACT	865.00	865.00	.00	(865.00)	.0
12-59-7010	SOLAR CONTRACT - PRINCIPAL	.00	45,473.34	42,451.00	(3,022.34)	107.1
	SOLAR CONTRACT - INTEREST	.00	3,267.67	5,481.00	2,213.33	59.6
	TOTAL HAYDEN CENTER EXPENDITURES	36,932.18	369,121.31	631,737.61	262,616.30	58.4

		PERIOD ACTUAL	YTD ACTUAL	ANN. BUDGET	UNEXPENDED	PCNT
	CREATIVE ARTS EXPENDITURES					
12-60-5000	SALARIES & WAGES	F 006 20	20.040.07	74 544 00	25 600 02	E0.0
12-60-5000		5,986.30	38,910.97	74,511.00	35,600.03	52.2
12-60-5001	SOCIAL SECURITY	397.14 11.98	2,581.41 77.87	4,816.30	2,234.89	53.6
12-60-5002	UNEMPLOYMENT WORKERS COMPENSATION	.00	.00	284.04	206.17	27.4 .0
		.00		1,632.98 29,400.00	1,632.98	40.0
12-60-5004 12-60-5005	HEALTH INSURANCE PENSION EXPENSE		11,771.15	*	17,628.85	54.7
12-60-5005	MEDICARE	419.04 92.88	2,723.76 603.72	4,982.55	2,258.79 811.99	42.6
12-60-5008	SEASONAL EMPLOYEE WAGES	.00	.00	1,415.71 8,700.00	8,700.00	.0
12-60-6003	ARTS PROGRAMS SUPPLIES		2,987.99			.u 17.1
12-60-6006	REPAIRS & MAINTENANCE	.00 .00	2,967.99	17,450.00	14,462.01	5.5
	EDUCATION/MEMBERSHIP/TRAVEL			2,000.00	1,889.37	
12-60-6010	TOWN EVENTS	.00 .00	37.94	2,000.00	1,962.06	1.9
12-60-6018			18.99	4,500.00	4,481.01	.4
12-60-6019	HAYDEN CENTER EVENTS	.00	324.48	10,000.00	9,675.52	3.2
12-60-6022	CREATIVE ARTS PROGRAMS	724.32	18,512.53	50,000.00	31,487.47	37.0
12-60-6023	CREATIVE ARTS EVENTS	(213.87)	2,137.98	24,000.00	21,862.02	8.9
	TOTAL CREATIVE ARTS EXPENDITURES	7,417.79	80,799.42	235,692.58	154,893.16	34.3
	FITNESS EXPENDITURES					
12-61-5000	SALARIES & WAGES	7,371.08	47,401.29	92,000.00	44,598.71	51.5
12-61-5001	SOCIAL SECURITY	767.38	4,534.33	8,903.04	4,368.71	50.9
12-61-5002	UNEMPLOYMENT	23.72	139.62	229.97	90.35	60.7
12-61-5004	HEALTH INSURANCE	.00	.00	29,400.00	29,400.00	.0
12-61-5005	PENSION EXPENSE	515.98	3,318.11	6,167.59	2,849.48	53.8
12-61-5006	MEDICARE	179.52	1,060.69	1,993.99	933.30	53.2
12-61-5008	PART TIME WAGES	.00	.00	8,700.00	8,700.00	.0
12-61-5009	CONTRACT EMPLOYEE WAGES	4,490.00	22,415.00	44,965.93	22,550.93	49.9
12-61-6003	FITNESS PROGRAMS SUPPLIES	.00	900.79	5,000.00	4,099.21	18.0
12-61-6004	FITNESS EQUIPMENT	.00	353.92	7,000.00	6,646.08	5.1
12-61-6005	FITNESS REPAIRS & MAINTENANCE	.00	1,718.51	5,500.00	3,781.49	31.3
12-61-6010	EDUCATION/MEMBERSHIP/TRAVEL	.00	247.27	2,500.00	2,252.73	9.9
12-61-6022	FITNESS PROGRAMS	.00	.00	5,000.00	5,000.00	.0
12-61-6023	FITNESS EVENTS	.00	.00	10,000.00	10,000.00	.0
	TOTAL FITNESS EXPENDITURES	13,347.68	82,089.53	227,360.52	145,270.99	36.1
	TRANSFER EXPENDITURES					
12-70-5000	TRANSFER TO DEBT SERVICE	8,500.83	51,004.98	102,010.00	51,005.02	50.0
	TOTAL TRANSFER EXPENDITURES	8,500.83	51,004.98	102,010.00	51,005.02	50.0
	TOTAL FUND EXPENDITURES	70,858.79	619,593.67	1,303,988.34	684,394.67	47.5
	NET REVENUE OVER EXPENDITURES	20,071.21	42,297.04	(83,867.25)	(126,164.29)	50.4

2018 G.O. BONDS DEBT SERVICE

	ASSETS			
30-10000	0 CASH IN COMBINED CASH FUND		1,407,597.73	
30-12400	0 PROPERTY TAXES RECEIVABLE		653,282.81	
30-12410	0 RECEIVABLE FROM CTY TREASURER		138,961.83	
	TOTAL ASSETS		=	2,199,842.37
	LIABILITIES AND EQUITY			
	LIABILITIES			
30-23051	0 DEFERRED PROPERTY TAXES		653,282.81	
	TOTAL LIABILITIES			653,282.81
	FUND EQUITY			
30-28000	0 FUND BALANCE - RESTRICTED		917,041.08	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	629,518.48		
	-			
	BALANCE - CURRENT DATE		629,518.48	
	TOTAL FUND EQUITY		_	1,546,559.56

TOTAL LIABILITIES AND EQUITY

2,199,842.37

2018 G.O. BONDS DEBT SERVICE

		PERIOD ACTUAL	YTD ACTUAL	ANN. BUDGET	UNEARNED	PCNT
	PROPERTY TAX REVENUE					
30-31-4000	GENERAL PROPERTY TAX	141,637.60	624,238.80	653,282.81	29,044.01	95.6
	TOTAL PROPERTY TAX REVENUE	141,637.60	624,238.80	653,282.81	29,044.01	95.6
	SPECIFIC OWNERSHIP TAX REVENUE					
30-33-4010	SPECIFIC OWNERSHIP TAX	.00	15,534.77	26,643.57	11,108.80	58.3
	TOTAL SPECIFIC OWNERSHIP TAX REVENU	.00	15,534.77	26,643.57	11,108.80	58.3
	MISCELLANEOUS REVENUES					
30-36-4032	INTEREST INCOME	160.18	322.17	319.76	(2.41)	100.8
	TOTAL MISCELLANEOUS REVENUES	160.18	322.17	319.76	(2.41)	100.8
	TRANSFERS					
30-39-6002	TRANSFER FROM REC FUND	8,500.83	51,004.98	100,000.00	48,995.02	51.0
	TOTAL TRANSFERS	8,500.83	51,004.98	100,000.00	48,995.02	51.0
	TOTAL FUND REVENUE	150,298.61	691,100.72	780,246.14	89,145.42	88.6

2018 G.O. BONDS DEBT SERVICE

		PERIOD ACTUAL	YTD ACTUAL	ANN. BUDGET	UNEXPENDED	PCNT
	DEBT SERVICE EXPENSE					
30-61-6012	TREASURER FEE EXP.	2,835.95	12,491.37	13,066.00	574.63	95.6
30-61-8002	PRINCIPAL	.00	250.00	215,000.00	214,750.00	.1
30-61-8003	INTEREST	.00	48,840.87	94,249.00	45,408.13	51.8
30-61-8004	CERTIFICATES OF PARTICIPATION	.00	.00	57,770.00	57,770.00	.0
30-61-8005	REVENUE PRINCIPLE	.00	.00	43,320.00	43,320.00	.0
	TOTAL DEBT SERVICE EXPENSE	2,835.95	61,582.24	423,405.00	361,822.76	14.5
	TOTAL FUND EXPENDITURES	2,835.95	61,582.24	423,405.00	361,822.76	14.5
	NET REVENUE OVER EXPENDITURES	147,462.66	629,518.48	356,841.14	(272,677.34)	176.4

CAPITAL IMPROVEMENT FUND

	ASSETS			
	CASH IN COMBINED CASH FUND		6,347,952.52	
40-124700	DUE FROM OTHER FUND		579,841.07	
40-125000	GRANTS RECEIVABLE	-	16,051.71	
	TOTAL ASSETS		=	6,943,845.30
	LIABILITIES AND EQUITY			
	LIABILITIES			
40-230400	RETAINAGE PAYABLE		28,713.88	
40-230500	DEFERRED GRANT REVENUE		27,896.10	
40-230700	DUE TO OTHER FUNDS	_	752,313.92	
	TOTAL LIABILITIES			808,923.90
	FUND EQUITY			
40-280000	FUND BALANCE - UNRESTRICTED		499,819.73	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	5,635,101.67		
	BALANCE - CURRENT DATE		5,635,101.67	
	TOTAL FUND EQUITY		_	6,134,921.40
	TOTAL LIABILITIES AND EQUITY			6,943,845.30

CAPITAL IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	ANN. BUDGET	UNEARNED	PCNT
	TRANSFER					
40-37-9000	TRANSFER FROM OTHER FUNDS	33,333.33	199,999.98	458,630.00	258,630.02	43.6
	TOTAL TRANSFER	33,333.33	199,999.98	458,630.00	258,630.02	43.6
	GRANT & BOND REVENUES					
40-39-4035 40-39-4036	GRANT REVENUE GRANT REVENUE PASS THRU	31,799.09 5,590,623.75	38,340.34 7,486,366.90	3,050,000.00	3,011,659.66 (7,486,366.90)	1.3
	TOTAL GRANT & BOND REVENUES	5,622,422.84	7,524,707.24	3,050,000.00	(4,474,707.24)	246.7
	TOTAL FUND REVENUE	5,655,756.17	7,724,707.22	3,508,630.00	(4,216,077.22)	220.2

CAPITAL IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	ANN. BUDGET	UNEXPENDED	PCNT
	PW CAPITAL OUTLAY EXPENSE					
40-41-8000	PUBLIC WORKS CAPITAL OUTLAY	830.41	6,058.41	1,400,000.00	1,393,941.59	.4
	TOTAL PW CAPITAL OUTLAY EXPENSE	830.41	6,058.41	1,400,000.00	1,393,941.59	.4
	SEWER CAPITAL OUTLAY					
40-44-8000	SEWER CAPITAL OUTLAY	.00	.00	600,000.00	600,000.00	.0
	TOTAL SEWER CAPITAL OUTLAY	.00	.00	600,000.00	600,000.00	.0
	TOWN IMPR CAPITAL PROJECTS					
40-45-8000	CAPITAL OUTLAY	19,760.50	187,803.99	2,300,000.00	2,112,196.01	8.2
40-45-8005	PRAIRIE RUN PASS THRU	.00	1,895,743.15	.00	(1,895,743.15)	.0
	TOTAL TOWN IMPR CAPITAL PROJECTS	19,760.50	2,083,547.14	2,300,000.00	216,452.86	90.6
	TOTAL FUND EXPENDITURES	20,590.91	2,089,605.55	4,300,000.00	2,210,394.45	48.6
	NET REVENUE OVER EXPENDITURES	5,635,165.26	5,635,101.67	(791,370.00)	(6,426,471.67)	712.1

	ASSETS				
51-100001 51-110000 51-123000 51-150100 51-150200 51-150300 51-150400 51-150600 51-150700 51-150800	CWRPDA CASH RESERVE ACCOUNTS RECEIVABLE LAND TREATMENT PLANT		((1,107,809.14 361,509.67 361,509.67) 211,881.53 340,273.40 8,861,140.37 10,587,119.98 418,326.42 6,061,267.45 256,728.35 13,574,448.28) 150,870.78) 318,505.00	
	TOTAL ASSETS			=	14,437,732.58
	LIABILITIES AND EQUITY LIABILITIES				
51-230100 51-230200 51-230400 51-230500 51-230600 51-230605 51-230650 51-230700 51-230950	WAGES PAYABLE ACCRUED INTEREST PAYABLE CUSTOMER DEPOSITS PAYABLE RETAINAGE PAYABLE BOND DISCOUNT CRW&PDA NOTE PAYABLE CRW&PDA 2021 NOTE PAYABLE CRWPDA 2014 NOTE PAYABLE STATE OF COLORADO NOTE PAYABLE LEASE LIABILITY ACCRUED VACATION TOTAL LIABILITIES		(1,636.28) 2,791.39 79,575.09 22,466.48 215,893.45 .39 771,459.44 404,246.51 .33 186,246.95 142,127.06	1,823,170.81
	FUND EQUITY FUND BALANCE - UNRESTRICTED FUND BALANCE - RESTRICTED UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD BALANCE - CURRENT DATE	256,698.52		12,122,863.25 235,000.00 256,698.52	
	TOTAL FUND EQUITY				12,614,561.77
	TOTAL LIABILITIES AND EQUITY			_	14,437,732.58

		PERIOD ACTUAL	YTD ACTUAL	ANN. BUDGET	UNEARNED	PCNT
	OFOTHERMAL INCOME					
	GEOTHERMAL INCOME					
51-36-4100	GEOTHERMAL BASE FEE	.00	.00	1,980.00	1,980.00	.0
51-36-4101	GEOTHERMAL USAGE FEE	.00	.00	3,600.00	3,600.00	.0
51-36-4500	GEOTHERMAL TAP FEE	.00	.00	21,000.00	21,000.00	.0
	TOTAL GEOTHERMAL INCOME	.00	.00	26,580.00	26,580.00	.0
	WATER INCOME					
51-37-4100	WATER BASE FEE	65,871.26	389,910.46	786,062.56	396,152.10	49.6
51-37-4101	METERED USER FEE	58,514.17	212,235.23	411,497.32	199,262.09	51.6
51-37-4400	OTHER INCOME	2,549.94	17,564.59	10,000.00	(7,564.59)	175.7
51-37-4401	GENERAL FUND CONTRIBUTION	.00	.00	41,237.11	41,237.11	.0
51-37-4500	TAP FEES	.00	30,726.00	101,032.99	70,306.99	30.4
	TOTAL WATER INCOME	126,935.37	650,436.28	1,349,829.98	699,393.70	48.2
	SEWER INCOME					
51-38-4032	INTEREST INCOME	.00	.00	1,000.00	1,000.00	.0
51-38-4100	SEWER BASE FEE	27,811.76	168,667.93	337,989.87	169,321.94	49.9
51-38-4101	METERED USER FEE	20,337.56	121,931.08	239,371.29	117,440.21	50.9
51-38-4400	OTHER INCOME	.00	6,780.00	400.00	(6,380.00)	1695.0
51-38-4450	TRANSFER FROM GF - SEWER	8,333.33	49,999.98	.00	(49,999.98)	.0
51-38-4500	TAP FEES	.00	24,834.00	93,519.59	68,685.59	26.6
	TOTAL SEWER INCOME	56,482.65	372,212.99	672,280.75	300,067.76	55.4
	REFUSE INCOME					
51-39-4000	REFUSE COLLECTION	29,537.03	176,536.72	353,477.89	176,941.17	49.9
	TOTAL REFUSE INCOME	29,537.03	176,536.72	353,477.89	176,941.17	49.9
	TOTAL FUND REVENUE	212,955.05	1,199,185.99	2,402,168.62	1,202,982.63	49.9

		PERIOD ACTUAL	YTD ACTUAL	ANN. BUDGET	UNEXPENDED	PCNT
	WATER OPERATING EXPENSES					
51-67-5000	SALARIES & WAGES	14,657.01	94,790.62	188,000.00	93,209.38	50.4
51-67-5001	SOCIAL SECURITY	1,072.55	6,735.07	12,665.43	5,930.36	53.2
51-67-5002	UNEMPLOYMENT	32.64	204.57	384.52	179.95	53.2
51-67-5003	WORKERS COMPENSATION	.00	1,123.20	2,861.21	1,738.01	39.3
51-67-5004	HEALTH INSURANCE	.00	26,393.52	62,275.00	35,881.48	42.4
51-67-5005	PENSION EXPENSE	972.46	6,334.57	11,999.91	5,665.34	52.8
	MEDICARE	250.83	1,575.19	2,962.16	1,386.97	53.2
51-67-5007		1,669.42	7,505.16	17,183.70	9,678.54	43.7
51-67-6003	OFFICE SUPPLIES	.00	141.07	2,800.00	2,658.93	5.0
51-67-6005	INSURANCE	.00	8,093.27	23,721.83	15,628.56	34.1
51-67-6006	REPAIRS & MAINTENANCE	.00	2,575.32	4,000.00	1,424.68	64.4
51-67-6008	PROFESSIONAL SERVICES	.00	5,818.31	5,000.00	(818.31)	116.4
51-67-6009	VEHICLE EXPENSE	198.86	1,486.88	2,500.00	1,013.12	59.5
51-67-6010	EDUCATION/MEMBERSHIP/TRAVEL	.00	2,115.00	3,000.00	885.00	70.5
51-67-6016	TESTING	186.00	2,635.84	7,056.32	4,420.48	37.4
51-67-6102	SERVICE FUND	1,666.67	10,000.02	20,000.00	9,999.98	50.0
51-67-6103	BULK WATER PROCESSING FEES	322.53	724.21	1,368.42	644.21	52.9
51-67-7001	TELEPHONE	112.95	564.75	2,045.72	1,480.97	27.6
	TOTAL WATER OPERATING EXPENSES	21,141.92	178,816.57	369,824.22	191,007.65	48.4
	WATER TRMT PLANT EXPENSES					
51-68-6006	TREATMENT PLANT REP & MAINT	2,917.05	10,381.54	15,000.00	4,618.46	69.2
51-68-6008	PROFESSIONAL SERVICES	2,338.00	14,382.00	28,056.00	13,674.00	51.3
51-68-6100	LAB EQUIPMENT	.00	1,662.60	2,500.00	837.40	66.5
51-68-6101	BUILDING MAINTENANCE	16.51	218.75	2,300.00	2,081.25	9.5
51-68-6103	CHEMICALS	1,012.83	16,677.62	35,953.61	19,275.99	46.4
51-68-7000	TREATMENT PLANT UTILITIES	1,130.53	15,093.25	31,051.17	15,957.92	48.6
51-68-9000	TREATMENT PLANT EQUIP REPLACE	.00	.00	30,000.00	30,000.00	.0
	TOTAL WATER TRMT PLANT EXPENSES	7,414.92	58,415.76	144,860.78	86,445.02	40.3
	GOLDEN MEADOWS PUMPING STATION					
51-69-6006	GOLDEN REP & MAINT	248.68	518.60	500.00	(18.60)	103.7
51-69-7000	GOLDEN MEADOWS UTILTIES	955.76	5,881.17	12,540.67	6,659.50	46.9
	TOTAL GOLDEN MEADOWS PUMPING STATI	1,204.44	6,399.77	13,040.67	6,640.90	49.1
	HOSPITAL HILL WATER TANK/PUMP					
51-70-6006	HOSP HILL REPAIRS & MAINT.	152.35	333.04	1,500.00	1,166.96	22.2
51-70-7000	HOSP HILL UTILITIES	79.65	4,770.08	10,212.24	5,442.16	46.7
	TOTAL HOSPITAL HILL WATER TANK/PUMP	232.00	5,103.12	11,712.24	6,609.12	43.6

		PERIOD ACTUAL	YTD ACTUAL	ANN. BUDGET	UNEXPENDED	PCNT
	WATER METERS & KEY PUMP					
51-71-6200	METER REPAIR	.00	2,127.65	5,000.00	2,872.35	42.6
51-71-6201	INVENTORY	873.75	5,682.33	40,000.00	34,317.67	14.2
51-71-6205 51-71-7000	BACKFLOW TESTING	.00	109.99	5,000.00	4,890.01	2.2 47.5
31-71-7000	KEY PUMP UTILITIES	487.03	2,692.61	5,665.89	2,973.28	47.5
	TOTAL WATER METERS & KEY PUMP	1,360.78	10,612.58	55,665.89	45,053.31	19.1
	WATER RIGHTS & DITCH EXPENSES					
51-72-6006	REPAIRS & MAINT.	.00	718.98	1,500.00	781.02	47.9
51-72-6008	PROFESSIONAL SERVICES	431.75	1,156.00	7,677.25	6,521.25	15.1
51-72-9200	WATER STORAGE	.00	.00	49,037.90	49,037.90	.0
	TOTAL WATER RIGHTS & DITCH EXPENSES	431.75	1,874.98	58,215.15	56,340.17	3.2
	WATER DISTRIBUTION EXPENSES		,	,	,	
51-73-6300	DISTRIBUTION REPAIR	41.16	13,745.73	30,000.00	16,254.27	45.8
51-73-6301	SAND & GRAVEL	.00	.00	1,000.00	1,000.00	.0
	TOTAL WATER DISTRIBUTION EXPENSES	41.16	13,745.73	31,000.00	17,254.27	44.3
	WATER DEBT SERVICE EXPENSES					
51-74-8000	PRINCIPAL & INTEREST	.00	73,018.13	102,898.09	29,879.96	71.0
	TOTAL WATER DEBT SERVICE EXPENSES	.00	73,018.13	102,898.09	29,879.96	71.0
	WATER ADMINISTRATION EXPENSES					
F4 7F F000	CALADICO & WACEC	7,000,45	54 C44 47	440 550 00	50.044.70	40.7
51-75-5000 51-75-5001	SALARIES & WAGES	7,932.15	51,644.17	110,558.89	58,914.72	46.7
51-75-5001	SOCIAL SECURITY UNEMPLOYMENT	518.23 15.87	3,374.14 103.31	7,277.73 221.33	3,903.59 118.02	46.4 46.7
51-75-5002	WORKERS COMPENSATION	.00	140.40	357.65	217.25	39.3
51-75-5004	HEALTH INSURANCE	.00	10,195.38	25,000.00	14,804.62	40.8
51-75-5005	PENSION EXPENSE	426.38	2,777.39	6,827.50	4,050.11	40.7
51-75-5006	MEDICARE	121.21	789.15	1,702.38	913.23	46.4
51-75-6003	OFFICE SUPPLIES	.00	190.05	.00	(190.05)	.0
51-75-6008	PROFESSIONAL SERVICES	815.53	6,252.54	14,847.00	8,594.46	42.1
	TOTAL WATER ADMINISTRATION EXPENSES	9,829.37	75,466.53	166,792.48	91,325.95	45.3
	SENECA HILL EXPENSES					
E4 76 6000	CENECA HILL DEDAID & MAINT	90.00	90.00	4.000.00	040.70	0.0
	SENECA HILL REPAIR & MAINT. SENECA HILL UTILITIES	89.28 .00	89.28 1,212.43	1,000.00 2,792.93	910.72 1,580.50	8.9 43.4
	TOTAL SENECA HILL EXPENSES	89.28	1,301.71	3,792.93	2,491.22	34.3

		PERIOD ACTUAL	YTD ACTUAL	ANN. BUDGET	UNEXPENDED	PCNT
	SEWER OPERATING EXPENSES					
51-77-5000	SALARIES & WAGES	13,245.76	85,600.25	170,000.00	84,399.75	50.4
51-77-5000	SOCIAL SECURITY	979.51	6,118.32	11,524.54	5,406.22	53.1
51-77-5001	UNEMPLOYMENT	29.82	185.69	349.94	164.25	53.1
51-77-5003	WORKERS COMPENSATION	.00	702.00	1,788.26	1,086.26	39.3
51-77-5004	HEALTH INSURANCE	.00	38,526.38	52,407.00	13,880.62	73.5
51-77-5005	PENSION EXPENSE	883.74	5,757.81	10,916.30	5,158.49	52.8
51-77-5006	MEDICARE	229.04	1,430.72	2,695.12	1,264.40	53.1
51-77-5007	SEWER OVERTIME	1,669.42	7,324.74	17,489.10	10,164.36	41.9
51-77-6003	OFFICE SUPPLIES	.00	11.20	100.00	88.80	11.2
51-77-6005	INSURANCE	.00	7,159.88	8,222.76	1,062.88	87.1
51-77-6006	REPAIRS & MAINTENANCE	.00	2,297.23	1,643.11	(654.12)	139.8
51-77-6008	PROFESSIONAL SERVICES	1,290.00	7,207.75	5,150.00	(2,057.75)	140.0
51-77-6009	VEHICLE EXPENSE	62.64	587.64	2,742.38	2,154.74	21.4
51-77-6010	EDUCATION/MEMBERSHIP/TRAVEL	.00	2,039.00	1,326.13	(712.87)	153.8
51-77-6016	TESTING	.00	384.00	1,072.92	688.92	35.8
51-77-6102	SERVICE FUND	3,333.33	19,999.98	40,000.00	20,000.02	50.0
51-77-7001	TELEPHONE	108.04	540.20	1,966.28	1,426.08	27.5
	TOTAL OF WED ODED AT ING EVERYORS	04.004.00	105.070.70		<u> </u>	
	TOTAL SEWER OPERATING EXPENSES	21,831.30	185,872.79	329,393.84	143,521.05	56.4
	WASTEWATER TRMT PLANT EXPENSES					
51-78-6006	TREATMENT PLANT REP & MAIN	41.97	3,441.91	25,725.00	22,283.09	13.4
51-78-6008	PROFESSIONAL SERVICES	.00	.00	8,000.00	8,000.00	.0
51-78-6100	LAB EQUIPMENT	.00	1,981.82	3,166.26	1,184.44	62.6
51-78-6101	BUILDING MAINTENANCE	.00	.00	1,500.00	1,500.00	.0
51-78-6103	CHEMICALS	120.00	3,809.52	8,208.46	4,398.94	46.4
51-78-6104	SEWER DISCHARGE PERMIT	.00	.00	200.00	200.00	.0
51-78-7000	TREATMENT PLANT UTILITIES	258.63	16,262.79	36,961.75	20,698.96	44.0
51-78-7001	SOLAR PERFORMANCE CONTRACT	865.31	50,272.40	50,291.00	18.60	100.0
	TOTAL WASTEWATER TRMT PLANT EXPENS	1,285.91	75,768.44	134,052.47	58,284.03	56.5
	WASHINGTON STREET LIFT STATION					
51-79-6006	WASH ST REPAIR & MAINT	.00	299.99	.00	(299.99)	.0
51-79-6103	WASH ST CHEMICALS	.00	.00	350.00	350.00	.0
51-79-7000	WASHINGTON STREET UTILITIES	134.01	1,135.10	2,690.47	1,555.37	42.2
	TOTAL WASHINGTON STREET LIFT STATION	134.01	1,435.09	3,040.47	1,605.38	47.2
	SEWER COLLECTION SYST EXPENSES					
51-80-6300	COLLECTION REPAIR	10.23	2,757.39	8,500.00	5,742.61	32.4
51-80-6301	SAND & GRAVEL	.00	.00	2,600.00	2,600.00	.0
	COLLECTION SYSTEM INSPECTION	.00	.00	15,000.00	15,000.00	.0
1.13 0002						
	TOTAL SEWER COLLECTION SYST EXPENS	10.23	2,757.39	26,100.00	23,342.61	10.6

		PERIOD ACTUAL	YTD ACTUAL	ANN. BUDGET	UNEXPENDED	PCNT
	AIRPORT LIFT STATION					
51-81-6006 51-81-7000	REPAIRS & MAINTENANCE UTILITIES	.00 .00	8,988.11 1,921.17	2,000.00 4,893.08	(6,988.11) 2,971.91	449.4 39.3
	TOTAL AIRPORT LIFT STATION	.00	10,909.28	6,893.08	(4,016.20)	158.3
	DRY CREEK LIFT STATION					
51-82-6006 51-82-7000	REPAIRS AND MAINTENANCE UTILITIES	.00 24.25	220.05 1,260.20	1,500.00 3,218.25	1,279.95 1,958.05	14.7 39.2
	TOTAL DRY CREEK LIFT STATION	24.25	1,480.25	4,718.25	3,238.00	31.4
	WESTEND/PRECISION LIFT STATION					
51-83-6006	REPAIRS & MAINTENANCE	.00	988.62	450.00	(538.62)	219.7
51-83-7000	WEST END - UTILITIES	.00	1,010.03	2,773.60	1,763.57	36.4
	TOTAL WESTEND/PRECISION LIFT STATION	.00	1,998.65	3,223.60	1,224.95	62.0
	SEWER DEBT SERVICE EXPENSES					
51-84-8000	PRINCIPAL & INTEREST	.00	47,768.79	26,331.00	(21,437.79)	181.4
	TOTAL SEWER DEBT SERVICE EXPENSES	.00	47,768.79	26,331.00	(21,437.79)	181.4
	SEWER ADMINISTRATION EXPENSES					
51-85-5000	ADMINISTRATION SALARY	7,932.15	49,074.76	110,558.89	61,484.13	44.4
51-85-5001	SOCIAL SECURITY	518.25	3,203.78	7,278.21	4,074.43	44.0
51-85-5002	UNEMPLOYMENT	15.86	98.14	221.18	123.04	44.4
51-85-5003	WORKERS COMPENSATION	.00	140.40	357.66	217.26	39.3
51-85-5004	HEALTH INSURANCE	.00	10,384.14	25,000.00	14,615.86	41.5
51-85-5005	PENSION EXPENSE	426.36	2,597.49	6,515.51	3,918.02	39.9
51-85-5006	MEDICARE	121.19	749.28	1,702.00	952.72	44.0
51-85-6003	OFFICE SUPPLIES	.00	.00	100.00	100.00	.0
51-85-6008	PROFESSIONAL SERVICES	815.53	6,252.53	14,847.00	8,594.47	42.1
	TOTAL SEWER ADMINISTRATION EXPENSE	9,829.34	72,500.52	166,580.45	94,079.93	43.5
	CONTINGENCY TRANSFERS RESERVES					
51-86-9100	TRANSFER TO OTHER FUNDS	.00	.00	58,630.00	58,630.00	.0
	TOTAL CONTINGENCY TRANSFERS RESER	.00	.00	58,630.00	58,630.00	.0
	REFUSE EXPENSE					
51-87-6008	CONTRACT PAYMENT	29,433.98	117,241.39	336,948.69	219,707.30	34.8
	TOTAL REFUSE EXPENSE	29,433.98	117,241.39	336,948.69	219,707.30	34.8

	PERIOD ACTUAL	YTD ACTUAL	ANN. BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	104,294.64	942,487.47	2,053,714.30	1,111,226.83	45.9
NET REVENUE OVER EXPENDITURES	108,660.41	256,698.52	348,454.32	91,755.80	73.7

INTERGOVERNMENTAL SERVICE FUND

	ASSETS					
52-100000	CASH IN COMBINED CASH FUND				173,468.28	
	TOTAL ASSETS				=	173,468.28
	LIABILITIES AND EQUITY					
	FUND EQUITY					
52-280000	FUND BALANCE - UNRESTRICTED				263,648.47	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	(90,180.19)			
	BALANCE - CURRENT DATE			(90,180.19)	
	TOTAL FUND EQUITY				_	173,468.28
	TOTAL LIABILITIES AND EQUITY					173,468.28

INTERGOVERNMENTAL SERVICE FUND

		PERIOD ACTUAL	YTD ACTUAL	ANN. BUDGET	UNEARNED	PCNT
	INTERGOVERNMENTAL REVENUES					
52-30-4402	EQUIPMENT LEASE	.00	.00	85,000.00	85,000.00	.0
52-30-4454	POLICE EQUIPMENT LEASE	1,666.67	10,000.02	20,000.00	9,999.98	50.0
52-30-4456	STREETS EQUIPMENT LEASE	6,416.67	38,500.02	77,000.00	38,499.98	50.0
52-30-4458	PARKS EQUIPMENT LEASE	1,250.00	7,500.00	15,000.00	7,500.00	50.0
52-30-4460	WATER EQUIPMENT LEASE	1,666.67	10,000.02	20,000.00	9,999.98	50.0
52-30-4461	SEWER EQUIPMENT LEASE	3,333.33	19,999.98	.00	(19,999.98)	.0
52-30-4500	SALE OF EQUIPMENT	65,000.00	76,000.00	80,000.00	4,000.00	95.0
	TOTAL INTERGOVERNMENTAL REVENUES	79,333.34	162,000.04	297,000.00	134,999.96	54.6
	TOTAL FUND REVENUE	79,333.34	162,000.04	297,000.00	134,999.96	54.6

INTERGOVERNMENTAL SERVICE FUND

		PERIOD ACTUAL	YTD ACTUAL	ANN. BUDGET	UNEXPENDED	PCNT
	INTERCOVERNMENTAL EVRENBITURES					
	INTERGOVERNMENTAL EXPENDITURES					
52-40-6054	PD EQUIP REPLACEMENT	.00	26,783.00	75,000.00	48,217.00	35.7
52-40-6058	PARKS EQUIP REPLACEMENT	.00	31,957.00	32,000.00	43.00	99.9
52-40-9000	EQUIPMENT REPLACEMENT	.00	100,000.00	100,000.00	.00	100.0
52-40-9025	LEASE-PURCHASE	.00	93,440.23	143,800.00	50,359.77	65.0
	TOTAL INTERGOVERNMENTAL EXPENDITUR	.00	252,180.23	350,800.00	98,619.77	71.9
	TOTAL FUND EXPENDITURES	.00	252,180.23	350,800.00	98,619.77	71.9
	NET REVENUE OVER EXPENDITURES	79,333.34	(90,180.19)	(53,800.00)	36,380.19	(167.6)

CONSERVATION TRUST FUND

	ASSETS			
64-100000	CASH IN COMBINED CASH FUND		99,394.33	
	TOTAL ASSETS		_	99,394.33
	LIABILITIES AND EQUITY			
	FUND EQUITY			
64-280000	FUND BALANCE - UNRESTRICTED		87,947.03	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD 11,447	7.30		
	BALANCE - CURRENT DATE		11,447.30	
	TOTAL FUND EQUITY			99,394.33
	TOTAL LIABILITIES AND EQUITY			99,394.33

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	ANN. BUDGET	UNEARNED	PCNT
64-36-4032	MISCELLANEOUS REVENUES INTEREST INCOME TOTAL MISCELLANEOUS REVENUES	.00	.00	250.00 250.00	250.00 250.00	
	LOTTERY REVENUES					
64-37-4000	LOTTERY PROCEEDS	5,551.17	11,447.30	24,242.42	12,795.12	47.2
	TOTAL LOTTERY REVENUES	5,551.17	11,447.30	24,242.42	12,795.12	47.2
	TOTAL FUND REVENUE	5,551.17	11,447.30	24,492.42	13,045.12	46.7

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	ANN. BUDGET	UNEXPENDED	PCNT
	CONSERV. TRUST FUND EXPENSES					
64-46-8000	CAPITAL IMPROVEMENT PROJECT	.00	.00	5,000.00	5,000.00	.0
	TOTAL CONSERV. TRUST FUND EXPENSES	.00	.00	5,000.00	5,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	5,000.00	5,000.00	.0
	NET REVENUE OVER EXPENDITURES	5,551.17	11,447.30	19,492.42	8,045.12	58.7

HERITAGE CENTER FUND

	ASSETS					
66-100000	CASH IN COMBINED CASH FUND			32.75		
	TOTAL ASSETS					32.75
	LIABILITIES AND EQUITY					
	LIABILITIES					
66-220100	40 CHARACTERS		(31.69)		
66-222000	WAGES PAYABLE			1,667.97		
66-230700	DUE TO OTHER FUNDS			183.49		
	TOTAL LIABILITIES					1,819.77
	FUND EQUITY					
66-280000	FUND BALANCE - UNRESTRICTED		(1,819.77)		
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	32.75				
	BALANCE - CURRENT DATE			32.75		
	TOTAL FUND EQUITY				(1,787.02)
	TOTAL LIABILITIES AND EQUITY					32.75

TOWN OF HAYDEN - DRAFT EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 6 MONTHS ENDING JUNE 30, 2025

HERITAGE CENTER FUND

		PERIOD ACTUAL		_	YTD ACTUAL	ANN. BUDGET	UNEXPENDED	PCNT	
	MUSEUM EXPENSES								
66-40-5000	SALARIES & WAGES	(3,769.80)		.00	.00	.00	.0	
66-40-5001	FICA - MUSEUM SHARE	(233.73)		.00	.00	.00	.0	
66-40-5002	UNEMPLOYMENT	(7.55)	(.06)	.00	.06	.0	
66-40-5003	WORKERS COMPENSATION	(12.58)	(32.69)	.00	32.69	.0	
66-40-5006	MEDICARE/FICA	(54.66)		.00	.00	.00.	.0	
	TOTAL MUSEUM EXPENSES		4,078.32)	(32.75)	.00	32.75	.0	
	TOTAL FUND EXPENDITURES	(4,078.32)	(32.75)	.00	32.75	0	
	NET REVENUE OVER EXPENDITURES		4,078.32		32.75	.00	(32.75)	.0	

CLIMATE ACTION FUND

	ASSETS				
70-100000	CASH IN COMBINED CASH FUND			81,761.91	
70-100300	CASH IN BANK - MVB			500.00	
70-123000	ACCOUNTS RECEIVABLE			80,000.00	
	TOTAL ASSETS			:	162,261.91
	LIABILITIES AND EQUITY				
	LIABILITIES				
70-230500	DEFERRED REVENUE			80,000.00	
70-230700	DUE TO OTHER FUNDS			64,843.28	
	TOTAL LIABILITIES				144,843.28
	FUND EQUITY				
70-280000	FUND BALANCE - UNRESTRICTED		(64,353.28)	
	UNAPPROPRIATED FUND BALANCE:				
	REVENUE OVER EXPENDITURES - YTD	81,771.91			
	BALANCE - CURRENT DATE			81,771.91	
	TOTAL FUND EQUITY				17,418.63
	TOTAL LIABILITIES AND EQUITY				162,261.91

TOWN OF HAYDEN - DRAFT REVENUES WITH COMPARISON TO BUDGET FOR THE 6 MONTHS ENDING JUNE 30, 2025

CLIMATE ACTION FUND

		PERIOD ACTUAL	YTD ACTUAL	ANN. BUDGET	UNEARNED	PCNT
	CLIMATE ACTION FUND					
70-36-4051	CLIMATE ACTION PARTNER REV	.00	160,800.00	172,000.00	11,200.00	93.5
70-36-4052	CLIMATE ACTION GRANT REVENUE	.00	.00	106,666.00	106,666.00	.0
	TOTAL CLIMATE ACTION FUND	.00	160,800.00	278,666.00	117,866.00	57.7
	TRANSFERS					
70-39-6000	TRANSFER FROM GF - CLIMATE ACT	125.00	750.00	1,500.00	750.00	50.0
	TOTAL TRANSFERS	125.00	750.00	1,500.00	750.00	50.0
	TOTAL FUND REVENUE	125.00	161,550.00	280,166.00	118,616.00	57.7

TOWN OF HAYDEN - DRAFT EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 6 MONTHS ENDING JUNE 30, 2025

CLIMATE ACTION FUND

		PERIOD ACTUAL	YTD ACTUAL		ANN. BUDGET	UNEXPENDED	PCNT
	CLIMATE ACTION EXPENDITURES						
70-55-6000	TRAVEL	.00		.00	500.00	500.00	.0
70-55-6004	MISCELLANEOUS	.00	(10.00)	500.00	510.00	(2.0)
70-55-6008	PROFESSIONAL SERVICES	20,431.09		79,788.09	165,000.00	85,211.91	48.4
70-55-6010	EDUCATION/MEMBERSHIP	.00		.00	1,000.00	1,000.00	.0
70-55-6014	GENERAL OPERATING EXPENSE	.00		.00	200.00	200.00	.0
70-55-6015	MARKETING	.00		.00	2,000.00	2,000.00	.0
70-55-8000	CAPITAL PROJECT	.00.		.00	106,666.00	106,666.00	.0
	TOTAL CLIMATE ACTION EXPENDITURES	20,431.09		79,778.09	275,866.00	196,087.91	28.9
	TOTAL FUND EXPENDITURES	20,431.09		79,778.09	275,866.00	196,087.91	28.9
	NET REVENUE OVER EXPENDITURES	(20,306.09)		81,771.91	4,300.00	(77,471.91)	1901.7

OPIOID COLLABORATIVE FUND

	ASSETS			
72-100000	CASH IN COMBINED CASH FUND	_	853,207.39	
	TOTAL ASSETS		_	853,207.39
	LIABILITIES AND EQUITY			
	FUND EQUITY			
72-280000	FUND BALANCE - UNRESTRICTED		405,377.78	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	447,829.61		
	BALANCE - CURRENT DATE	_	447,829.61	
	TOTAL FUND EQUITY			853,207.39
	TOTAL LIABILITIES AND EQUITY		_	853,207.39

TOWN OF HAYDEN - DRAFT REVENUES WITH COMPARISON TO BUDGET FOR THE 6 MONTHS ENDING JUNE 30, 2025

OPIOID COLLABORATIVE FUND

		PERIOD ACTUAL YTD ACT		ANN. BUDGET	UNEARNED	PCNT
	OPIOID COLLABORATIVE FUND					
72-36-4061	OPIOID SETTLEMENT COLLABORAT	.00	502,597.24	378,000.00	(124,597.24)	133.0
72-36-4062	OPIOID FUND OTHER REVENUE	.00	5,032.59	.00	(5,032.59)	.0
	TOTAL OPIOID COLLABORATIVE FUND	.00	507,629.83	378,000.00	(129,629.83)	134.3
	TOTAL FUND REVENUE	.00	507,629.83	378,000.00	(129,629.83)	134.3

TOWN OF HAYDEN - DRAFT EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 6 MONTHS ENDING JUNE 30, 2025

OPIOID COLLABORATIVE FUND

		PERIOD ACTUAL	YTD ACTUAL	ANN. BUDGET	UNEXPENDED	PCNT
	OPIOID COLLABORATIVE EXPENSE					
72-55-6008	PROFESSIONAL SERVICES	7,068.75	59,800.22	150,000.00	90,199.78	39.9
72-55-6010	EDUCATION/MEMBERSHIP	.00	.00	19,000.00	19,000.00	.0
72-55-6015	MARKETING	.00	.00	247,396.00	247,396.00	.0
	TOTAL OPIOID COLLABORATIVE EXPENSE	7,068.75	59,800.22	416,396.00	356,595.78	14.4
	TOTAL FUND EXPENDITURES	7,068.75	59,800.22	416,396.00	356,595.78	14.4
	NET REVENUE OVER EXPENDITURES	(7,068.75)	447,829.61	(38,396.00)	(486,225.61)	1166.3

NORTHWEST GID

	ASSETS					
74-100000	CASH IN COMBINED CASH FUND				927,709.71	
74-100300	CASH IN BANK - MVB				500.00	
74-124000	PROPERTY TAXES RECEIVABLE				49.60	
	TOTAL ASSETS				=	928,259.31
	LIABILITIES AND EQUITY					
	LIABILITIES					
74-230510	DEFERRED PROPERTY TAXES				49.60	
74-230700	DUE TO OTHER FUNDS				579,841.07	
	TOTAL LIABILITIES					579,890.67
	FUND EQUITY					
74-280000	FUND BALANCE - UNRESTRICTED				380,163.95	
	UNAPPROPRIATED FUND BALANCE:					
	REVENUE OVER EXPENDITURES - YTD	(31,795.31)			
	BALANCE - CURRENT DATE			(31,795.31)	
	TOTAL FUND EQUITY					348,368.64
	TOTAL LIABILITIES AND EQUITY				-	928,259.31

TOWN OF HAYDEN - DRAFT REVENUES WITH COMPARISON TO BUDGET FOR THE 6 MONTHS ENDING JUNE 30, 2025

NORTHWEST GID

		PERIOD ACTUAL YTD ACTUAL		ANN. BUDGET	UNEARNED	PCNT
	GID REVENUE					
74-36-4032	INTEREST INCOME	2,024.04	15,946.79	.00	(15,946.79)	.0
74-36-4051	G.O BOND REVENUE - NWGID	.00	.03	.00	(.03)	.0
74-36-4052	OPERATION MILL LEVY	.00	7.72	50.00	42.28	15.4
74-36-4053	DEBT SERVICE MILL LEVY	.00	.00	100.00	100.00	.0
	TOTAL GID REVENUE	2,024.04	15,954.54	150.00	(15,804.54)	10636.
	TOTAL FUND REVENUE	2,024.04	15,954.54	150.00	(15,804.54)	10636.

TOWN OF HAYDEN - DRAFT EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 6 MONTHS ENDING JUNE 30, 2025

NORTHWEST GID

		PERIOD ACTUAL	YTD ACTUAL		ANN. BUDGET	UNEXPENDED	PCNT
74-55-6004	MISCELLANEOUS	10.00	(7,455.15)	.00	7,455.15	.0
74-55-7000	UTILTIES	.00		.00	200,000.00	200,000.00	.0
	TOTAL DEPARTMENT 55	10.00	(7,455.15)	200,000.00	207,455.15	(3.7)
	GID EXPENDITURES						
74-60-6052	CONSTRUCTION MANAGEMENT	.00		.00	50,000.00	50,000.00	.0
74-60-8006	DEBT SERVICE INTEREST	55,205.00		55,205.00	111,020.00	55,815.00	49.7
	TOTAL GID EXPENDITURES	55,205.00	_	55,205.00	161,020.00	105,815.00	34.3
	TOTAL FUND EXPENDITURES	55,215.00	_	47,749.85	361,020.00	313,270.15	13.2
	NET REVENUE OVER EXPENDITURES	(53,190.96)	(31,795.31)	(360,870.00)	(329,074.69)	(8.8)

HOUSING AUTHORITY

	ASSETS				
76-100000 76-100300	CASH IN COMBINED CASH FUND CASH IN BANK-MVB HOUSING AUTH	(500.00) 500.00		
	TOTAL ASSETS				00
	LIABILITIES AND EQUITY				
	FUND EQUITY				
77-280000	FUND BALANCE - UNRESTRICTED	(303,092.52)		
77-285000	RETAINED POLICE CONTRIBUTION		303,092.52		
	TOTAL FUND EQUITY).	00
	TOTAL LIABILITIES AND EQUITY).	00

RESERVE FUND

	ASSETS		
80-100000	CASH IN COMBINED CASH FUND	400,000.04	
	TOTAL ASSETS		400,000.04
	LIABILITIES AND EQUITY		
	FUND EQUITY		
80-280000	FUND BALANCE - UNRESTRICTED	400,000.04	
	TOTAL FUND EQUITY		400,000.04
	TOTAL LIABILITIES AND EQUITY		400,000.04

INTERGOVERNMENTAL AGREEMENT FOR 2025 COORDINATED ELECTION

This Intergovernmental Agreement ("Agreement") is entered into by and between the Routt County Clerk and Recorder ("County Clerk") and the Town of Hayden ("Entity"). Agreement is made effective upon the signature of Entity and County Clerk.

WITNESSETH

WHEREAS, County Clerk and Entity are authorized to conduct elections as provided by law; and

WHEREAS, County Clerk will conduct an election on November 4, 2025 as a "Mail Ballot Election," (the "Election") as such term is defined in the Uniform Election Code of 1992, C.R.S. Title 1, as amended ("Code") and the current Colorado Secretary of State Election Rules, as amended ("Rules"); and

WHEREAS, Entity has certain ballot race(s), ballot question(s) and/or ballot issue(s) to present to its eligible electors and desires to coordinate with County Clerk; and

WHEREAS, pursuant to C.R.S. §1-7-116(2), as amended, County Clerk and Entity shall enter into an agreement for the administration of their respective duties concerning the conduct of the coordinated election, and said agreement must be executed no less than 70 days prior to the Election which is August 26, 2025.

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, County Clerk and Entity agree as follows:

ARTICLE I PURPOSE AND GENERAL MATTERS

A. Goal.

The purpose of Agreement is to set forth the respective tasks in order to conduct Election and to allocate the cost thereof.

B. Coordinated Election Official.

County Clerk shall act as the Coordinated Election Official ("CEO") in accordance with Code and Rules and shall conduct Election for Entity.

County Clerk designates Sara Williams, whose telephone number is 970.870.5418, email is swilliams@co.routt.co.us and fax is 970.870.5443, to act as the primary liaison ("Contact Officer") between County Clerk and Entity. Contact Officer shall act under the authority of County Clerk and shall have primary responsibility for the coordination of Election with Entity.

C. Designated Election Official.

Entity designates Town Clerk Barbara Binetti as its Designated Election Official ("DEO"), whose phone is 970-276-3741, cell is 970-757-0305, email is Barbara.binetti@haydencolorado.org and fax is (n/a), to act as the primary liaison between Entity and Contact Officer. DEO shall have primary responsibility for Election procedures to be handled by Entity. DEO shall act in

accordance with Code and Rules. DEO shall be readily available and accessible during regular business hours, and at other times when notified by Contact Officer in advance, for the purposes of consultation and decision-making on behalf of Entity. In addition, DEO is responsible for receiving and timely responding to inquiries made by its voters or others interested in Entity's election.

D. Jurisdictional Limitation.

Entity encompasses territory within Routt County, Colorado. Agreement shall be construed to apply only to that area of Entity situated within Routt County.

E. Term.

The term of Agreement shall be through December 31, 2025 and shall apply only to Election.

ARTICLE II DUTIES OF COUNTY CLERK

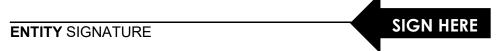
A. Voter Registration.

Supervise, administer, and provide necessary facilities and forms for all regular voter registration sites.

B. Ballot Preparation.

- 1. Lay out the text of the ballot in a format that complies with Code and Rules. In accordance with Colorado Secretary of State Rule 4.5.1(b), County Clerk requires that each ballot question and ballot issue be not more than 250 words. Additional costs incurred for ballot language length exceeding 250 words.
- 2. Assign the letter and/or number of Entity's ballot question(s) or ballot issue(s) which will appear on the ballot and provide this assignment to Entity.

Sign on the line provided below to indicate acknowledgement.



- Provide ballot printing layouts and text for Entity's review and signature. If Entity fails to provide approval by the required deadline, the content is to be considered approved.
- 4. Certify the ballot content to the printer(s).
- 5. Contract for ballots.

C. Voter Lists.

Upon request of Entity, create and certify a list of registered voters containing the names and addresses of each elector registered to vote in Entity.

D. Property Owners.

Only applicable to Elections conducted under titles in which property owners are eligible to vote.

1. Automatically mail property owner ballots to active, registered voters who own (or lease, if appliable) property within the district boundaries of Entity and are certified as eligible by the DEO. See Article III(G)(3).

E. Election Judges.

Appoint and compensate a sufficient number of election judges to conduct Election.

F. Mail Ballot.

1. Mail ballot packets to every active registered elector and conduct Election in accordance with C.R.S. Title 1, Article 7.5.

2. Establish drop boxes in accordance with C.R.S. §1-5-102.9(5) for the purposes of allowing electors to drop-off their completed mail ballots.

G. Voter Service and Polling Center ("VSPC") sites.

- 1. Establish VSPC sites in accordance with C.R.S. §1-5-102.9, coordinate the location and operation of the VSPC sites, and conduct all accessibility site surveys.
- 2. Obtain and provide all ballots, forms, equipment and supplies necessary for mail and accessible voting.
- 3. Obtain and provide all ballots, forms, equipment and supplies necessary to verify and issue ballots to property owners who are registered to vote in the State of Colorado but who do not reside in Entity. Only applicable to Elections conducted under titles where owning property in the political subdivision is a requirement for voting in Election.
- 4. Provide all necessary Election personnel to conduct Election.

H. Voting Jurisdiction.

Pursuant to C.R.S. §1-5-303 and subject to Entity providing the information referenced in Article III(C)(1), County Clerk shall provide an Address Library Report from the Statewide Colorado Voter Registration and Election database ("Address Library Report") no later than August 12, 2024, which will list the street addresses located in both Entity and Larimer County according to the statewide voter registration system. In order to create Address Library Report, County Clerk must first receive from Entity the information referenced in Article III(C)(1).

I. Election Day Preparation.

- 1. Provide, no later than twenty days before Election, notice by publication of a mail ballot election. Such notice shall satisfy the publication requirement for all entities participating in Election pursuant to C.R.S. §1-5-205(1.4).
- 2. Prepare and conduct pre-election logic and accuracy testing in accordance with C.R.S. §1-7-509 and Rules.
- 3. Provide necessary electronic voting equipment together with personnel and related computer equipment for pre-election logic and accuracy testing and Election Day needs.
- 4. Prepare and conduct a risk-limiting audit in accordance with C.R.S. §1-7-515 and Rules.

J. TABOR Notice.

- 1. Coordinate the printing and labeling of the TABOR notice and mail it to all registered voters within Entity not less than thirty days prior to Election in compliance with Article X, Section 20 of the Colorado Constitution and any applicable Code and Rules.
- 2. Charge Entity for all expenses associated with printing, labeling, and mailing (postage) for the TABOR notice. Said expenses shall be prorated among all Entities

- participating in the TABOR notice. Such proration shall be based, in part, upon the number of addresses where one or more active registered voters of Entity reside.
- 3. Determine the least cost method for mailing the TABOR notice and address the TABOR notice to "All Registered Voters" at each address in Larimer County where one or more active registered voters of Entity reside.
- 4. Nothing herein shall preclude County Clerk from sending the TABOR notice of Entity to persons in addition to the electors of Entity if such sending arises from County Clerk's efforts to mail the TABOR notice at the least cost.

K. Counting Ballots.

- 1. Conduct and oversee the ballot counting process and report the results by entity.
- 2. Establish backup procedures and backup sites for ballot counting should counting equipment and/or building facilities fail. In such event, counting procedures will be moved to a predetermined site.

L. Certifying Results.

- 1. Appoint, instruct, and oversee the Board of Canvassers.
- 2. Certify the results of Entity's Election within the time required by law and provide Entity with a copy of all Election statements and certificates required under Code and Rule.
- 3. Conduct a recount (if called for) in accordance with Code and Rule.

M. Recordkeeping.

- 1. Retain all Election records as required by C.R.S. §1-7-802.
- 2. Keep an accurate account of all Election costs.

N. No Expansion of Duties.

Nothing contained in Agreement is intended to expand the duties of County Clerk beyond those set forth in Code or Rules.

ARTICLE III DUTIES OF ENTITY

A. Authority.

Provide County Clerk with a copy of the ordinance or resolution stating that Entity will participate in Election in accordance with the terms and conditions of Agreement. The ordinance or resolution shall further authorize the presiding officer of Entity or other designated person to execute Agreement.

B. Call and Notice.

Publish all notices relative to Election which Entity is required to provide pursuant to Code, Rules, Entity's Charter and any other statute, rule, or regulation.

C. Voting Jurisdiction – Certifying Entity Address Boundaries.

- 1. If Entity is not already identified by a tax authority code in the County Assessor's records, Entity must:
 - Provide County Clerk with a legal description, map and listing of street addresses located within Entity in Routt County, no later than 5:00 p.m. on August 4, 2025.
 - o This information must be provided to County Clerk in Microsoft Excel.
 - Certify the accuracy of such information.
- 2. If Entity has annexed any properties into Entity since January 1, 2025, Entity must:
 - Provide County Clerk with a legal description, map and listing of street addresses for all properties annexed into Entity in Routt County, no later than 5:00 p.m. on August 4, 2025.
 - This information must be provided to County Clerk in Microsoft Excel.
 - Certify the accuracy of such information.
- 3. Review all information in Address Library Report referenced in Article II(H) and ensure that Address Library Report is an accurate representation of the streets contained within Entity's legal boundaries.
- 4. Indicate on Address Library Report Sign-Off Form ("Sign-Off Form") whether any changes are needed, or whether Address Library Report is complete and accurate.
 - If Entity requests any changes to Address Library Report on Sign-Off Form, County Clerk will make the requested changes and return the amended Address Library Report to Entity along with a second Sign-Off Form, no later than 5:00 p.m. on August 22, 2025.
- 5. Return the final certified Sign-Off Form to County Clerk, no later than 5:00 p.m. on August 26, 2025.

D. Petitions, Preparation and Verification.

Perform all responsibilities required to certify any candidate, initiative petition, question, or issue to the ballot.

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E. Ballot Preparation.

- 1. Determine whether a ballot race, ballot question, or ballot issue is properly placed before the voters.
- Prepare a list of candidates and the ballot title and text for each ballot question and ballot issue. County Clerk requires that each ballot question and ballot issue be not more than 250 words in accordance with Colorado Secretary of State Rule 4.5.1(b). <u>Additional costs incurred for ballot language length exceeding 250 words.</u>

Each ballot issue or ballot question submitted shall be followed by the words "yes/for" and "no/against".

Sign on the line provided below to indicate acknowledgement:

ENTITY SIGNATURE

SIGN HERE

3. Provide a certified copy of the ballot content [race(s), question(s) and issue(s)] to County Clerk no later than 5:00 p.m. on September 5, 2025, pursuant to C.R.S. §1-5-203(3)(a). Entity must provide certified ballot content as an email attachment to elections@co.routt.co.us.

The ballot content must be certified exactly in the order in which it is to be printed on the ballot pages and sample ballots in the following format:

File Format: Microsoft Word (.doc or .docx)

Font Type: Arial Font Size: 8 point Justification: Left All Margins: 0.5 inches

The certified list of ballot race(s), ballot question(s) and/or ballot issue(s) submitted by Entity shall be final.

4. Proofread and approve Entity's ballot content for printing immediately upon receipt from County Clerk. Entity must provide an email address and designate a person to be available for proofing and approving ballot content for printing.

Due to time constraints, Entity must provide contact information for someone who is available from 8:00 a.m. to 7:00 p.m. from September 8, 2025 until September 12, 2025, or until final approval of printing of ballots has been reached. County Clerk agrees to keep all contact personnel informed of ballot printing status. Entity has designated Barbara Binetti whose phone is 970-276-3741, cell is _970-757-0305, email is Barbara.binetti@haydencolorado.org and fax is (n/a)

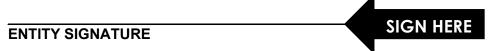
Once approval has been received, County Clerk will not make any changes to the ballot content. If Entity fails to provide approval by the required deadline, the content will be considered approved.

5. Ensure that Entity's certified candidates file all Campaign and Political Finance forms required by the Colorado Secretary of State Rules Concerning Campaign and Political Finance with the appropriate filing office. Candidates required to file with the Secretary of State must file electronically using the on line campaign finance reporting system, TRACER: http://tracer.sos.colorado.gov.

Candidates in municipal elections file with the municipal clerk.

6. Provide (or ensure that Entity's certified candidates provide) an audio pronunciation of all candidates' names as they have been certified to County Clerk, no later than 5:00 p.m. on September 5, 2025. See Exhibit B for details.

Sign on the line provided below to indicate acknowledgement.



7. Defend and resolve at Entity's sole expense all challenges relative to the ballot race(s), ballot question(s) and/or ballot issue(s) as certified to County Clerk for inclusion in Election.

F. Election Participation.

If requested by County Clerk, provide person(s) to participate and assist in Election process. The person(s) provided by Entity must be registered to vote in Routt County.

G. Property Owners.

Only applicable to Elections conducted under titles where owning property in the political subdivision is a requirement for voting in Election.

- 1. Notify and provide information and materials to property owners regarding the location(s) which an eligible elector may vote at any VSPC site.
- 2. Obtain a list of Entity's property owners from the County Assessor's office in accordance with C.R.S. §1-5-304. Property owners listed in the County Assessor's property records may not be eligible electors of Entity. Entity must review and verify the eligibility of property owners to receive ballots regarding Entity's Ballot Issue(s).
- 3. No later than September 2, 2025, certify to County Clerk a list of eligible electors who:
 - Own (or lease, if applicable *consult legal counsel*) property within the district boundaries of Entity;
 - Are registered to vote in the State of Colorado and whose voter records are active (not inactive, incomplete, or cancelled);
 - Are or will be at least 18 years of age as of November 4, 2025; and
 - Are **not** already registered to vote within the district boundaries of Entity.

The list must be in Excel (.xls/.xlsx) format and must include the following columns:

Voter ID
First Name
Middle Name
Last Name
Suffix
Mailing Address
Mailing City
Mailing State
Mailing Zip

Each eligible elector must be listed as a separate entry.

Exclude Trusts, LLC, Corporations and Entities if ineligible to vote – *consult legal counsel.*

4. Between October 13 and October 27, 2025, provide to County Clerk the names of newly eligible electors, if any, who meet the same criteria (and in the same format) as in Article III(G)(3).

H. TABOR Notice.

1. Prepare the language for the TABOR notice [for any ballot issue(s) that require a TABOR notice] in compliance with Article X, Section 20 of the Colorado Constitution and any pertinent Code and Rules.

Entity shall be solely responsible for timely providing to County Clerk a complete TABOR notice. County Clerk shall in no way be responsible for Entity's compliance with TABOR or the accuracy or sufficiency of any TABOR notice.

- 2. Receive written comments relating to ballot issue(s) and summarize such comments, as required by TABOR.
- 3. Certify and submit all TABOR notice content, including pro and con summaries and fiscal information, to County Clerk no later than 5:00 p.m. on September 19, 2025, pursuant to C.R.S. §1-7-904. Such notice shall be provided to County Clerk as an email attachment to elections@co.routt.co.us in the following format:

File Format: Microsoft Word (.doc/docx)

Font Type: Arial Font Size: 8 point Justification: Left All Margins: 0.5 inches

Entity shall be solely responsible for the preparation, accuracy, and contents of its TABOR notice(s). The certified TABOR notice, including all text, summary of comments and fiscal information shall be final. County Clerk may correct any spelling, grammar or formatting errors identified in Entity's certified TABOR notice, so long as those corrections do not change or otherwise impact the meaning of Entity's TABOR notice content.

4. Proofread and approve Entity's TABOR notice content for printing. Due to time constraints, Entity must provide an email address and designate a person to be available for proofing and approving TABOR notice content for printing from 8:00 a.m. to 7:00 p.m. from September 19, 2025 until September 25, 2025, or until final approval of the TABOR notice has been reached. County Clerk agrees to keep all contact personnel informed of TABOR notice printing status. Entity has designated Barbara Binetti, whose phone is 970-276-3741, cell is 970-757-0305, email is Barbara.binetti@haydencolorado.org and fax is (n/a)

Once approval has been received, County Clerk will not make any changes to the TABOR notice content. If Entity fails to provide approval by the required deadline, the content will be considered approved.

5. Mail the TABOR notice to each address of one or more active registered electors who own property but who do not reside within Entity in accordance with C.R.S. §1-7-906(2).

I. Cancellation of Election by Entity.

If Entity resolves not to participate in Election, Entity must immediately deliver to Contact Officer written notice that it is withdrawing one or more ballot questions or ballot issues; provided, however that Entity may not cancel after the 25th day prior to Election, October 10, 2025, pursuant to C.R.S. §1-5-208(2).

Entity must reimburse County Clerk for the actual expenses incurred in preparing for Election. If cancellation occurs after the certification deadline, full election costs may be incurred. Entity must publish all notices relative to Election which Entity is required to provide pursuant to Code, Rules, Entity's Charter and any other statute, rule or regulation.

ARTICLE IV COSTS

A. Election Costs.

The minimum fee for election services is \$500.00.

- 1. Entity's proportional share of costs shall be based on County expenditures relative to Election and the **number of eligible electors per Entity**, in accordance with C.R.S. §1-7-116(2)(b). Costs include, but are not limited to:
 - Election Staff Wages (Overtime/Compensatory Time)
 - Temporary Staff Wages
 - Election Judge and Canvass Board Wages
 - Printing Ballots, Envelopes, Forms
 - Ballot Programming, Insertion, and Mailing Services
 - VSPC Location Expenses
 - Security Expenses
 - Election Notice Printing and Publication
 - Mailing Costs (Postage and shipping)

Entity shall be charged its **prorated** share of Election costs that are not reimbursed by the state pursuant to C.R.S. §1-5-505.5(1)(a).

- 2. Entity affirms that it has sufficient funds available in its approved budget to pay its prorated Election expenses.
- 3. If it is determined that counting must be moved to an established backup site, Entity shall be charged its prorated share.
- 4. The cost of any recount(s) will be charged to Entity. If more than one Entity is involved in the recount, the cost will be prorated among the Entities participating in the recount.
- 5. Upon receipt of the invoice, pay to County Clerk within thirty days.

B. Unique Election Costs.

Entity shall pay any additional or unique election costs resulting from Entity delays and/or special preparations or cancellations relating to Entity's participation in Election. Special preparations can include, but are not limited to: Ranked Voting, ballot addendums, affidavits, ballot language length exceeding 250 words or multiple page ballot.

C. TABOR Costs.

The minimum fee for TABOR services is \$350.00.

Entity shall pay a prorated amount for the costs to coordinate, label and print the TABOR notice, and for the mailing of such notice. Such proration to be based, in part, on addresses where one or more active registered electors of Entity reside.

D. Invoice.

County Clerk shall submit to Entity an invoice for all costs incurred under Agreement and Entity shall remit to County Clerk the total due upon receipt. Any amount not paid within 30 days after receipt will be subject to an interest charge at the lesser of 1 ½% per month or the highest rate permitted under law.

ARTICLE V MISCELLANEOUS

A. Entire Agreement.

Agreement and its Exhibit constitute the entire agreement between County Clerk and Entity as to the subject matter hereof and supersede all prior or current agreements, proposals, negotiations, understandings, representations and all other communications, both oral and written.

B. Liability and Immunity.

County Clerk and Entity agree to be responsible for its own acts and omissions, and those of its officers, agents and employees, to the extent required by law, subject to and without waiving the notice requirements, immunities, rights, benefits, defenses, limitations, and protections available under the Colorado Governmental Immunity Act as currently written or hereafter amended.

In the event a court of competent jurisdiction finds Election for Entity was void or otherwise fatally defective as a result of the sole breach or failure of County Clerk to perform in accordance with Agreement or laws applicable to Election, Entity shall be entitled to recover expenses or losses caused by such breach or failure up to the maximum amount paid by Entity to County Clerk under this Agreement. County Clerk shall in no event be liable for any expenses, damages or losses in excess of the amounts paid under this Agreement. This remedy shall be the sole and exclusive remedy for the breach available to Entity.

C. Conflict of Agreement with Law, Impairment.

Should any provision of Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of County Clerk and Entity hereto that the remaining provisions of Agreement shall be of full force and effect.

D. Time of Essence.

Time is of the essence in the performance of Agreement. The time requirements of Code and Rules shall apply to completion of required tasks.

E. No Third Party Beneficiaries.

Enforcement of the terms and conditions of Agreement and all rights of action relating to such enforcement shall be strictly reserved to County Clerk and Entity, and nothing contained herein shall give or allow any such claim or right of action by any other person or Entity.

F. Governing Law; Jurisdiction & Venue.

Agreement, the interpretation thereof, and the rights of County Clerk and Entity under it will be governed by, and construed in accordance with, the laws of the State of Colorado. The courts of the State of Colorado shall have sole and exclusive jurisdiction of any disputes or litigation arising under Agreement. Venue for any and all legal actions arising shall lie in the District Court in and for the County of Routt, State of Colorado.

G. Headings.

The section headings in Agreement are for reference only and shall not affect the interpretation or meaning of any provision of Agreement.

H. Severability.

Entity phone number

If any provision of Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such provision shall be deemed to be severable, and all other provisions of Agreement shall remain fully enforceable, and Agreement shall be interpreted in all respects as if such provision were omitted.

I. Amendments/Modifications.

As the Election approaches the Secretary of State may adopt new or different election rules that change or add obligations and procedures relevant to the Election. In such event, the Parties agree to comply with any such mandatory changes and this IGA shall be deemed automatically amended to incorporate same. As time allows, the Clerk and Recorder will attempt to circulate any such election rule changes to Entity and the Parties agree to communicate as necessary to implement such changes.

Amendments or strikethroughs to this Agreement are not allowed without written consent of both parties.

IN WITNESS WHEREOF, the parties hereto have executed Agreement to be effective upon the date signed by both parties.

COUNTY CLERK				
JENNY THOMAS ROUTT COUNTY, COLORADO CLERK AND RECORDER	Date			
ENTITY				
Town of Hayden Name of Entity	August 7, 2025 Date			
BY:				
Printed Name of Authorized Representative Signing on behalf of Entity	Signature of Authorized Representative			
Title of Authorized Representative				
970-276-3741				

EXHIBIT A Audio

In accordance with Rule 4.6.2, all candidates shall provide an audio recording of their name to County Clerk no later than the last day upon which Entity certifies the ballot content (September 5, 2025), pursuant to C.R.S. §1-5-203(3)(a).

It is the responsibility of Entity to ensure an audio pronunciation is provided for each candidate as it is certified to County Clerk. The purpose of the audio recording is to be compliant with disability and accessibility laws providing voting equipment pursuant to C.R.S. §1-5-704.

County Clerk's office will contact Entity if pronunciation guidelines on any ballot race(s), ballot question(s) and/or ballot issue(s) are needed.

Please contact County Clerk's office at 970.870.5558 if you have any questions or need additional information.