



AMENDED AGENDA
HAYDEN TOWN COUNCIL MEETING
HAYDEN TOWN HALL – 178 WEST JEFFERSON AVENUE
THURSDAY, DECEMBER 18, 2025
7:00 P.M.

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

Join Zoom Meeting

<https://us02web.zoom.us/j/84598597603?pwd=RVk4Q3dHSERQWitwUlhNENsOWw4UT09>

Meeting ID: 845 9859 7603

Passcode: 964476

One tap mobile

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

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

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

REGULAR MEETING – 7:00 P.M.

CALL TO ORDER

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

COUNCILMEMBER REPORTS AND UPDATES

STUDY SESSION

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

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.

1. Consideration of minutes for the Regular Meeting of December 4, 2025 Page 3
2. Consideration to Review and Approve Hayden Merc Payments dated 12/08/2025 in the amount of \$1,165.76 Page 6
3. Consideration to Review and Approve Payments dated 12/09-12/10/2025 in the amount of \$268,687.19 Page 7
4. Consideration to Review and Approve Payments dated 12/15/2025 in the amount of \$267,583.18 Page 11

D. OLD BUSINESS

1. 2025 Budget – Resolution 2025-16 Page 13
A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING AN AMENDED BUDGET FOR THE TOWN OF HAYDEN, COLORADO FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2025 AND ENDING ON THE LAST DAY OF DECEMBER 2025
 - i. Public Hearing: Resolution 2025-16 2025 Budget
 - ii. Review and Consideration of Approval of Resolution 2025-16
A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING AN AMENDED BUDGET FOR THE TOWN OF HAYDEN, COLORADO FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2025 AND ENDING ON THE LAST DAY OF DECEMBER 2025

E. NEW BUSINESS

1. Review and Consideration for Approval Town Council Meeting Schedule 2026 Page 15
2. Resolution 2025-14 –Consideration to Approve Resolution 2025-14: A Resolution Designating a Posting Place for Public Meetings for the Town of Hayden Page 16
3. Review and Consideration for Approval the Hayden Town Council Boards and Commissions Assignments Page 17
4. Review and Consideration for Approval of the 2026 Fee Schedule Page 18
5. Review and Consider for approval the award and contract with Standard Concrete for the construction of the Poplar Street Bridge Rehabilitation Project. Authorizing the Town Manager to sign the construction contract, contingent on the CDOT Concurrence to Award. Page 21
6. Review and Consider for Approval the First Amendment to Bill Credit Agreement Page 34

F. PULLED CONSENT ITEMS

G. STAFF AND COUNCILMEMBER REPORTS AND UPDATES

H. EXECUTIVE SESSION -

I. ADJOURNMENT-

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

Hayden Town Council Meeting December 4, 2025

Call to Order/Roll Call

Mayor Pro Tem Gann called the regular meeting of the Hayden Town Council to order at 6:32 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, Bell (on ZOOM), Hayden, Carlson and Haight were present. Mayor Banks was absent. Also, present were Mathew Mendisco Town Manager, Deputy Manager Tegan Ebbert, Public Works Director Bryan Richards, Finance Director Andrea Salazar, Chief Scott Scurlock, and Town Clerk Barbara Binetti.

Study Session –

There was no Study Session

Councilmember Reports and Updates –

There were none

Public Comment –

JJ Pike, 499 W. Washington Avenue spoke to the Council about the Resiliency Project and gave a printed copy of the survey to the Councilmembers.

Katie Boyle, 397 S. Pine Street, spoke to the Council about her safety concerns with the Totally Kids Program

Ryan Lucas, 306 Harvest Drive, spoke to the Council about his safety concerns with the Totally Kids Program citing a conversation he had with Mayor Banks and Commissioner Redmond in August.

Erika Lucas, 306 Harvest Drive, spoke to the Council about her safety concerns with the Totally Kids Program.

Becca Hunter, 380 E. Washington, spoke to the Council about her safety concerns with the Totally Kids Program.

Tracy Tydeman, 109 Shady Lane, spoke to the Council about her safety concerns with the Totally Kids Program.

Cori Keiberlein, 335 Honeysuckle Drive, spoke to the Council about her safety concerns with the Totally Kids Program.

Tim Boyle, 397 S. Pine Street, spoke to the Council about his safety concerns with the Totally Kids Program

Proclamations and Presentations –

Consent Agenda Items -

1. Consideration of minutes for the Regular Meeting of November 20, 2025
2. Consideration to Review and Approve Ratified Payments dated 11/20/2025 in the amount of \$54,656.32
3. Consideration to Review and Approve Payments dated 12/01/2025 in the amount of \$727,629.97
4. Consider to Accept Financials dated October 31, 2025
5. Consideration to Review and Consider to Appoint Mike Mueller Appointment to the Hayden Parks and Recreation Board

Mayor Pro Tem Gann moved seconded by Councilmember Haight. A roll call vote was held. The motion passed unanimously.

Old Business –

There was none.

New Business –

Review and Consideration to Approve Reappointment of Municipal Judge Colette Erickson for an additional two-year term ending December 31, 2027.

Judge Erickson took questions from the Council.

Mayor Pro Tem Gann moved, seconded by Councilmember Carlson to approve the motion. A roll call vote was held, Councilmember Hicks voted NO. The motion carried.

Review and Consideration to Approve Resolution 2025-09 – **A RESOLUTION ACCEPTING THE CONSTRUCTION OF THE SOUTH SPRUCE VCP REPLACEMENT PROJECT.**

Public Works Director, Bryan Richards, spoke to the Council about the South Spruce VCP Replacement Project.

Mayor Pro Tem Gann moved seconded by Councilmember Haight. A roll call vote was held. The motion passed unanimously.

Resolution 2025-10 – **A RESOLUTION LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2025 TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF HAYDEN, COLORADO FOR THE 2026 BUDGET YEAR**

Public Hearing: Resolution 2025-10 – Mayor Pro Tem Gann opened the Public Hearing at 7:24 p.m.

Having no public comment, the hearing closed at 7:25 p.m.

Review and Consideration of Approval of Resolution 2025-10 – **A RESOLUTION LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2025 TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF HAYDEN, COLORADO FOR THE 2026 BUDGET YEAR**

Mayor Pro Tem Gann moved seconded by Councilmember Hicks. A roll call vote was held. The motion passed unanimously

Resolution 2025-11 2026 Budget -

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET FOR THE TOWN OF HAYDEN, COLORADO FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2026 AND ENDING ON THE LAST DAY OF DECEMBER 2026

Public Hearing: Resolution 2025-11 2026 Budget - Mayor Pro Tem Gann opened the Public Hearing at 7:32 p.m. Having no public comment, the hearing closed at 7:33 p.m.

Review and Consideration of Approval of Resolution 2025-11

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET FOR THE TOWN OF HAYDEN, COLORADO FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2026 AND ENDING ON THE LAST DAY OF DECEMBER 2026

Councilmember Carlson asked for an amendment of the verbiage for clarification about the Recreation Fund

Mayor Pro Tem Gann moved seconded by Councilmember Hayden to approve the Resolution as amended. A roll call vote was held. The motion passed unanimously

Review and Consideration to Approve Resolution 2025-12 - **A RESOLUTION AUTHORIZING ISSUANCE OF CREDIT CARDS AND SIGNERS ON CREDIT CARDS FOR THE TOWN OF HAYDEN, COLORADO AND BUSINESS CREDIT CARD APPLICATION ADDENDUM**

Finance Director, Andrea Salazar, explained to the Council that there had been someone removed from the credit card list in July during the reorganization of the departments that needs to be re-added. Mayor Pro Tem Gann moved seconded by Councilmember Haight. A roll call vote was held. The motion passed unanimously.

Review and Consideration to Approve Resolution 2025-13 - **A RESOLUTION APPROVING A FUNDING PROPOSAL SUBMISSION TO THE COLORADO DEPARTMENT OF LOCAL AFFAIRS HOUSING PLANNING GRANT PROGRAM FOR THE TOWN OF HAYDEN TO COMPLETE A HOUSING NEEDS ASSESSMENT, HOUSING ACTION PLAN, AND STRATEGIC GROWTH ELEMENT AND WATER SUPPLY ELEMENT OF THE MASTER PLAN**

Deputy Manager, Tegan Ebbert, explained to the Council the State level changes that cause the need for the assessment which is required every six years. Discussion ensued.

Mayor Pro Tem Gann moved seconded by Councilmember Carlson. A roll call vote was held with Councilmembers Bell and Hayden voting NO. The motion passed 4-2.

Pulled Consent Items There were none

Staff and Councilmember Reports and Updates

Mathew Mendisco told the Council that the Holiday party is moved to January at Thunder Rolls to enable more staff to attend.

Director Bryan Richards told the Council that there were four bids on Poplar Street. He hopes to present the Recommendation of Award at the next meeting.

Barbara asked for a consensus of moving the January meetings to the second and fourth Thursdays due to the first Thursday falling on January 1st. The Council was in agreement. The meeting dates will be presented at the next meeting. There was discussion on trash pickup and a possibility of having a fall clean up day or roll off for yard debris, as well as a Christmas tree drop off.

Chief Scurlock updated the Council that the Photo Radar Enforcement Ordinance should be ready to present at the first meeting in January.

Executive Session –

Mayor Pro Tem Gann moved and Councilmember Hayden seconded that the Council move into an Executive Session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e)

A roll call vote was held and the motion carried unanimously.

Adjournment: Mayor Pro Tem Gann adjourned the meeting at 10:15 p.m.

Recorded by:

APPROVED THIS 20th DAY OF DECEMBER, 2025.

Ryan Banks, Mayor

Barbara Binetti, Town Clerk

Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
3750	American Legion	DEC2025	Hayden Christmas Tree Festival	12/10/2025	500.00		
Total 3750:					500.00		
13600	Archuleta, Cindy	176.03	Utility Deposit Refund	12/10/2025	46.98		
Total 13600:					46.98		
12696	AT&T Mobility	287293441320	PD - Cell Phone	11/20/2025	706.32		
Total 12696:					706.32		
12504	Axial Arts, LLC	3	Poplar Commons Pre Constructio	11/07/2025	6,369.00		
Total 12504:					6,369.00		
13590	BBG, INC.	052501010900	Pinyon Pines Appraisal Fee	12/09/2025	2,300.00		
Total 13590:					2,300.00		
1200	Bear River Valley Co-Op	NOV2025	Admin Fuel	11/25/2025	87.34		
1200	Bear River Valley Co-Op	NOV2025	Streets Repair & Maintenance	11/25/2025	472.79		
1200	Bear River Valley Co-Op	NOV2025	Streets - Snow Removal	11/25/2025	716.67		
1200	Bear River Valley Co-Op	NOV2025	Parks - Vehicle Exp	11/25/2025	624.93		
1200	Bear River Valley Co-Op	NOV2025	Parks - Field & Turf - Fuel	11/25/2025	262.03		
1200	Bear River Valley Co-Op	NOV2025	Water vehicle exp - fuel	11/25/2025	260.31		
1200	Bear River Valley Co-Op	NOV2025	Water - Distribution Repair	11/25/2025	294.92		
1200	Bear River Valley Co-Op	NOV2025	Sewer Vehicle Expense	11/25/2025	263.99		
1200	Bear River Valley Co-Op	NOV2025	PD Vehicle Expense	11/25/2025	1,122.19		
Total 1200:					4,105.17		
13437	Bedrock Energy, Inc.	HDN-HBP-012	Final Grading Lot 12	11/17/2025	16,806.25		
Total 13437:					16,806.25		
1310	Boyko Supply Co	229058	HC - Custodial Supplies	12/02/2025	206.80		
Total 1310:					206.80		
7900	Browns Hill Engineering &	1712	SCADA Lease	12/01/2025	2,338.00		
7900	Browns Hill Engineering &	31566	Flume Calibration	12/04/2025	2,228.80		
Total 7900:					4,566.80		
6890	Canyon Systems Inc.	17348	Washington St Lift Station	11/28/2025	83,271.00		
Total 6890:					83,271.00		
1400	Caselle Inc	INV-13633	Admin	12/04/2025	1,028.40		
1400	Caselle Inc	INV-13633	Water Admin	12/04/2025	514.20		
1400	Caselle Inc	INV-13633	Sewer Admin	12/04/2025	514.20		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
1400	Caselle Inc	INV-13633	Hayden Center	12/04/2025	514.20		
	Total 1400:				2,571.00		
13597	Central State Radar	10144	PD - Vehicle Radar Recert	11/22/2025	256.00		
	Total 13597:				256.00		
9000	Dowling Land Surveyors	09DEC2025	Culvert Survey	12/09/2025	720.00		
	Total 9000:				720.00		
13229	Ebbert, Tegan	24OCT2025	APA Grand Junction Conference	10/24/2025	217.46		
13229	Ebbert, Tegan	25APR2025	CCCMA Conference Mileage Rei	04/25/2025	174.23		
	Total 13229:				391.69		
12814	Emanuel Quintero	6	Washington St Lift Station Tree R	12/02/2025	5,500.00		
	Total 12814:				5,500.00		
13521	Enviornmental Solutions Unltd, LL	2025-TOWNOF	NWBP Stormwater Permit	12/03/2025	1,020.00		
	Total 13521:				1,020.00		
3870	Grainger Inc	9729515040	HC - Air Curtain	12/03/2025	3,901.42		
	Total 3870:				3,901.42		
12152	Lucero, Kristen	05DEC2025	CAMCA Annual Meeting Reimbur	12/05/2025	296.80		
	Total 12152:				296.80		
13500	Marlin Leasing Corporation	41277786	TH - 178 W Jefferson EHQ347449	12/01/2025	245.43		
13500	Marlin Leasing Corporation	41289493	1200 W Jefferson EHQ382151 Co	12/05/2025	233.43		
	Total 13500:				478.86		
12357	Masterworks Mechanical Inc	113471	PW - Shop Boiler Repair	11/25/2025	1,443.61		
	Total 12357:				1,443.61		
13421	Mesa Planning & Design LLC	240417	XCel Planning	12/05/2025	25.00		
13421	Mesa Planning & Design LLC	240417	Valley View Lots 35-36	12/05/2025	50.00		
13421	Mesa Planning & Design LLC	240417	Project Elkhead	12/05/2025	175.00		
13421	Mesa Planning & Design LLC	240417	Valley View Lots 45-47	12/05/2025	250.00		
13421	Mesa Planning & Design LLC	240417	Jupiter BESS	12/05/2025	250.00		
13421	Mesa Planning & Design LLC	240417	Sonesta Park	12/05/2025	750.00		
13421	Mesa Planning & Design LLC	240417	Yampa Valley Regional Airport	12/05/2025	400.00		
13421	Mesa Planning & Design LLC	240417	Uplift Apartments	12/05/2025	225.00		
13421	Mesa Planning & Design LLC	240417	24 West	12/05/2025	125.00		
13421	Mesa Planning & Design LLC	240417	Professional Services	12/05/2025	300.00		
	Total 13421:				2,550.00		
2960	MJK Sales & Feed Inc	392016	PW - Shop Heater, Lights, Supplie	11/13/2025	188.94		
2960	MJK Sales & Feed Inc	392159	WWTP Shelf	11/18/2025	127.86		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
Total 2960:					316.80		
4060	Murray Dahl Beery & Renaud LLP	19481	Skate Park Review	12/04/2025	1,407.50		
4060	Murray Dahl Beery & Renaud LLP	19481	Project Elkhead	12/04/2025	125.00		
4060	Murray Dahl Beery & Renaud LLP	19481	Legal Review	12/04/2025	8,303.57		
4060	Murray Dahl Beery & Renaud LLP	19482	Municipal Prosecution	12/04/2025	1,295.75		
Total 4060:					11,131.82		
13480	Napa Auto Parts	461025	Generator Maint	11/06/2025	16.77		
13480	Napa Auto Parts	461268	PW - Truck #3 Coolant, Wipers	11/13/2025	91.95		
13480	Napa Auto Parts	461729	PW - Truck #10 Headlight Repair	11/26/2025	5.99		
Total 13480:					114.71		
13571	Noresco LLC	INV-000002626	Routt County CAP Decarb Plan a	12/08/2025	19,794.24		
Total 13571:					19,794.24		
13598	Northwest Tool Repair, Corp	13008	PW - Hotsy Repair	11/10/2025	1,564.89		
Total 13598:					1,564.89		
12956	Phaze Construction	24.040-2	Skate Park Access Road	11/20/2025	65,716.75		
Total 12956:					65,716.75		
13334	PVS DX, INC	RE7003631-25	WWTP Gas Bottle Rentals	11/30/2025	140.00		
Total 13334:					140.00		
13194	RubinBrown LLP	1085451	Admin - CPA Services	11/30/2025	1,340.00		
13194	RubinBrown LLP	1085451	Water Admin - CPA Services	11/30/2025	670.00		
13194	RubinBrown LLP	1085451	Sewer Admin - CPA Services	11/30/2025	670.00		
13194	RubinBrown LLP	1085451	HC - CPA Services	11/30/2025	670.00		
Total 13194:					3,350.00		
7090	Samuelson's - Craig	329357	HC - Wrestling Room Light Cover	11/18/2025	139.93		
Total 7090:					139.93		
13261	SavATree, LLC	001551465	4th St Holiday Lighting	11/27/2025	2,993.00		
Total 13261:					2,993.00		
13306	Scurlock, Scott	16NOV2025	Lodging Reimb Scurlock/Baptist	11/16/2025	1,391.11		
13306	Scurlock, Scott	31OCT2025	Uniform Reimb	10/31/2025	463.03		
Total 13306:					1,854.14		
12248	SGS North America, Inc.	52160168439	Water Samples	11/25/2025	186.00		
Total 12248:					186.00		
3450	Shelton Ditch Company	DEC2025	2025 Special Assessment Park O	12/09/2025	898.73		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
Total 3450:					898.73		
13047	Steadman Group LLC	HAYD2-2510	Region 1 Opioid Facilitation	12/01/2025	7,068.75		
Total 13047:					7,068.75		
12574	Survival Armor, Inc	0154191-IN	Body Armor Carrier	11/17/2025	311.61		
Total 12574:					311.61		
13599	Traka USA, LLC	2043375	PD - Electronic Key Box	11/13/2025	2,322.00		
Total 13599:					2,322.00		
13352	TransUnion Risk & Alternative	6609912-20251	PD & Court - People Address Sea	12/01/2025	100.00		
Total 13352:					100.00		
13190	Trey Steven Mullen	785	Media/Communications	12/03/2025	1,960.00		
Total 13190:					1,960.00		
13086	Vital Records Holding, LLC	5670407	PD - Document Shredding - Final	11/30/2025	110.11		
13086	Vital Records Holding, LLC	5697310	Admin - Destruction Bins	11/30/2025	116.51		
Total 13086:					226.62		
13595	Western Resillience Center	16755	Task 1 - Bulding Plan Education	11/30/2025	472.50		
13595	Western Resillience Center	16758	RC Climate Action Collaborative	12/01/2025	10,017.00		
Total 13595:					10,489.50		
Grand Totals:					268,687.19		

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
2580	Hayden Merc	01-659849	HC - TK Door Repair	11/03/2025	32.04		
2580	Hayden Merc	01-663748	HC - Plumbing Tools	11/07/2025	16.99		
2580	Hayden Merc	01-666487	PW - Concrete Repair	11/10/2025	60.97		
2580	Hayden Merc	01-666509	PW - Cleaning Supplies	11/10/2025	100.45		
2580	Hayden Merc	01-666785	Parks - Triple Deck Mower Repair	11/10/2025	8.38		
2580	Hayden Merc	01-669495	PW - Banner Measurements	11/13/2025	5.59		
2580	Hayden Merc	01-674334	Parks - Winterize Water Wagon	11/18/2025	9.98		
2580	Hayden Merc	01-674529	PW - Lagoon Weeds	11/18/2025	17.99		
2580	Hayden Merc	01-674732	HPR Meeting Snacks	11/18/2025	37.46		
2580	Hayden Merc	01-676750	Council Meals	11/20/2025	7.67		
2580	Hayden Merc	01-679037	Town Hall Lights	11/24/2025	135.96		
2580	Hayden Merc	02-608585	PW - Level/Stud Finder	11/03/2025	61.27		
2580	Hayden Merc	02-609332	TV Mount in Council Chambers	11/04/2025	14.99		
2580	Hayden Merc	02-612372	PD - Ziploc Bags for Winter Parkin	11/07/2025	7.19		
2580	Hayden Merc	02-618981	Parks - Joyce Cless Park Sink Pai	11/14/2025	19.38		
2580	Hayden Merc	02-623289	HC - BB Hoop Repair	11/18/2025	1.49		
2580	Hayden Merc	02-628907	Parks - Cleaning Bathrooms	11/24/2025	10.99		
2580	Hayden Merc	02-629079	Town Hall Lights	11/24/2025	19.99		
2580	Hayden Merc	02-629758	PW - Coffee	11/25/2025	44.27		
2580	Hayden Merc	02-629963	HC - Outlet Repair	11/25/2025	27.99		
2580	Hayden Merc	02-630727	PW - Photo Cell Battery	11/26/2025	16.99		
2580	Hayden Merc	03-517353	TV Mount in Council Chambers	11/04/2025	53.76		
2580	Hayden Merc	03-517533	TV Mount in Council Chambers	11/04/2025	97.89		
2580	Hayden Merc	03-518252	Quick Link	11/05/2025	8.37		
2580	Hayden Merc	03-518881	PW Lunch	11/06/2025	26.57		
2580	Hayden Merc	03-522589	HC - Cottonwood Sink Intallation	11/10/2025	35.96		
2580	Hayden Merc	03-528427	Trees & Skate Park	11/18/2025	8.59		
2580	Hayden Merc	03-528474	HAC Meeting Snacks	11/18/2025	39.13		
2580	Hayden Merc	03-530047	HC - Repair	11/20/2025	11.99		
2580	Hayden Merc	03-530364	Council Meals	11/20/2025	31.25		
2580	Hayden Merc	03-537811	Tree Lighting Cookes & Firewood	11/29/2025	194.22		
Total 2580:					1,165.76		
Grand Totals:					1,165.76		

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
4330	Advanced Copier Solutions Inc.	16928	Toshiba Copier Contract	11/01/2025	202.89	12/16/2025	
Total 4330:					202.89		
13568	Alabaster Consulting & Design	0000654	PD - Vehicle Graphic Installation	11/17/2025	1,540.00	12/16/2025	
Total 13568:					1,540.00		
12551	Blizzard Broadcasting	25110154	Craft Fair Ad	11/30/2025	134.00	12/16/2025	
12551	Blizzard Broadcasting	25110155	Craft Fair Ad	11/30/2025	132.00	12/16/2025	
12551	Blizzard Broadcasting	25110156	Craft Fair Ad	11/30/2025	134.00	12/16/2025	
Total 12551:					400.00		
13452	Bloom Plants LLC	124	Dance Recital - Bulk Flowers	12/12/2025	300.00	12/16/2025	
Total 13452:					300.00		
12833	Century Link	764503249	Long Distance - 88318756	12/12/2025	6.27	12/16/2025	
Total 12833:					6.27		
3770	CenturyLink	9595DEC2025	334099595 PD Phone 970-276-25	12/04/2025	58.97	12/16/2025	
Total 3770:					58.97		
12151	Ferguson Enterprises, Inc	9622994	TK - Circ Pump	12/08/2025	493.23	12/16/2025	
Total 12151:					493.23		
12931	Flowpoint Enviornmental Systems	WE6180	Bulkwater POS	11/30/2025	324.73	12/16/2025	
Total 12931:					324.73		
12542	Jennifer Stewart Photography	021416	Dance Photography	12/11/2025	150.00	12/16/2025	
Total 12542:					150.00		
13603	Keller Law, LLC	37845	General Real Estate Legal Revie	11/30/2025	1,619.25	12/16/2025	
Total 13603:					1,619.25		
13077	Laman, J. Lynn	08DEC2025	PD - Sewing Patches on Uniforms	12/08/2025	40.00	12/16/2025	
Total 13077:					40.00		
12910	Mueller, Kaitlyn	05	10/9 Sip & Paint	11/24/2025	96.25	12/16/2025	
Total 12910:					96.25		
13571	Noresco LLC	INV-000002578	Routt County CAP Decarb Plan a	10/03/2025	10,334.54		
13571	Noresco LLC	INV-000002605	Routt County CAP Decarb Plan a	11/06/2025	10,000.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
Total 13571:					20,334.54		
13448	Ophoff, Brooke	12162025	Fall Pottery Instruction	12/16/2025	2,350.00		
Total 13448:					2,350.00		
13256	PDS INC	AR104757	PD Copier	12/11/2025	31.68	12/16/2025	
13256	PDS INC	AR104958	PW - Copier	12/11/2025	5.44	12/16/2025	
Total 13256:					37.12		
13602	Routt County Elections	25037	2025 Coordinated Election	12/12/2025	171.53	12/16/2025	
Total 13602:					171.53		
13601	Symmetry Builders, INC	2501801	Poplar Commons Housing Authori	12/01/2025	4,091.00	12/16/2025	
Total 13601:					4,091.00		
13523	TS Contruction & Property Preser	NWBIZ LOT12	Lot 12 HVAC Project	12/02/2025	247,755.16	12/16/2025	
13523	TS Contruction & Property Preser	NWBIZ LOT12	Lot 12 HVAC Project Retainage	12/02/2025	12,387.76-	12/16/2025	
Total 13523:					235,367.40		
Grand Totals:					267,583.18		

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

RESOLUTION NO. 2025-16

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING AN AMENDED BUDGET FOR THE TOWN OF HAYDEN, COLORADO FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2025 AND ENDING ON THE LAST DAY OF DECEMBER 2025

RECITALS

WHEREAS, A proposed draft budget was delivered to the Hayden Town Council during a work session on September 19, 2024 for its consideration and further discussion happened during another budget work session on October 17, 2024 and regular meeting November 21, 2024; and

WHEREAS, Upon due and proper notice, published or posted in accordance with the Town of Hayden Home Rule Charter, said proposed budget was open for inspection by the public at a designated place, and a public hearing was held on December 5, 2024, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, the 2025 budget was adopted on December 5, 2024 and the mill levy was certified with Routt County; and

WHEREAS, projected numbers for the year 2025 as well as updates to capital projects have necessitated a budget amendment of the following funds to reflect a true and accurate budget for the fiscal year 2025

NOW, THEREFORE, BE IT RESOLVED BY THE HAYDEN TOWN COUNCIL AS FOLLOWS:

Section 1. That estimated expenditures for each fund are as follows:

General Fund	\$5,345,000
Recreation, Parks, Hayden Center Fund	\$1,330,000
Capital Improvement Fund	\$13,230,000
Hayden Housing Authority	\$100,000

Section 2. That estimated revenues for each fund are as follows:

General Fund	\$5,399,732
Recreation, Parks, Hayden Center Fund	\$1,330,000
Capital Improvement Fund	\$13,230,000
Hayden Housing Authority	\$100,000

Section 3. That the amended budget is submitted, and hereinabove summarized by fund, is hereby approved and adopted as the budget of the Town of Hayden for the year 2025

Section 4. That the budget hereby approved and adopted shall be signed by the Mayor and the Town Clerk and made a part of the public records of the Town.

PASSED, APPROVED AND RESOLVED THIS 18th DAY OF DECEMBER, 2025

Ryan Banks, Mayor

ATTEST:

Barbara Binetti, Town Clerk



Town of Hayden

Town Council Agenda Item

MEETING DATE: December 18, 2025

AGENDA ITEM TITLE: 2026 Meeting Schedule

AGENDA SECTION: New Business

PRESENTED BY: Barbara Binetti

CAN THIS ITEM BE RESCHEDULED: No

BACKGROUND REVIEW: Per Hayden Home Rule Charter Section 2-10 Meetings of Town Council, the attached meeting schedule is presented for review and approval to the Town Council for 2026.

RECOMMENDATION: Approve

MANAGER'S RECOMMENDATION/COMMENTS:

RESOLUTION 2025-14

A RESOLUTION DESIGNATING A POSTING PLACE FOR PUBLIC MEETINGS FOR THE TOWN OF HAYDEN, COLORADO

RECITALS

1. Colorado State Statute 24-6-402(2)(c) requires that a public place for posting notices of all public meetings held by a municipal government shall be designated annually at the first regular meeting of each year.
2. CRS 24-6-402(2)(c) requires that any meetings at which the adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice to the public.
3. CRS 24-6-402(2)(c) holds a local public body shall be deemed to have given full and timely notice if the notice of the meeting is posted in a designated public place within the boundaries of the local public body no less than twenty-four hours prior to the holding of the meeting.
4. CRS 24-6-402(2)(c) provides the posting shall include specific agenda information where possible.
5. The Town Council of the Town of Hayden wishes to designate a public place within its boundaries for the posting of all meetings for the Town Council, the Planning Commission, and all other boards, commissions, and authorities of the Town.

NOW, THEREFORE BE IT RESOLVED BY THE HAYDEN TOWN COUNCIL AS FOLLOWS:

Section 1. The front entrance to the Hayden Town Hall, 178 West Jefferson Avenue, Hayden, Colorado is hereby designated as the official posting place for all public meetings as provided in C.R.S. 24-6-402(2)(c).

Section 2. This Resolution shall be in full force and effect upon its passage and adoption.

PASSED, APPROVED, AND RESOLVED THIS 18th DAY OF December 2025.

Ryan Banks, Mayor

ATTEST:

Barbara Binetti, Town Clerk

	ENTITY		REPRESENTATIVE	ALTERNATE	2024
	Associated Governments of Northwest Colorado	AGNC			
	Club 20	Club 20			
	Colorado Municipal League	CML			
**	Hayden Arts Commission	HAC			Carlson
	Hayden Economic Development Commission	HEDC			
**	Hayden Housing Authority	HHA	ALL		
	Hayden Parks and Recreation Board	HPRB			
	Hayden School District	HSD RE-1			
	Northwest Colorado Council Of Government	NWCCOG			
**	NWCBP GID		ALL		
**	Regional Transit Authority	RTA			
**	Routt County Climate Action Collaborative	RC CAP			
**	West Routt Forward	WRF			Banks
	Yampa Valley Regional Airport Advisory Commission	YVRAAC			
**	Yampa/White Basin Round Table	YWBRT			

RATE CODE		RATE
101	WATER USE	\$0.00528 0-5,000 GALLONS
		\$0.00594 5,001-12,000 GALLONS
		\$0.00660 12,001-20,000 GALLONS
		\$0.00726 20,001-100,000 GALLONS
		\$0.00792 100,001-150,000 GALLONS
		\$0.00825 150,001-200,000 GALLONS
		\$0.00858 200,001+ GALLONS
102	WATER USE - SENIOR/DISABLED	\$0.00316 0-5,000 GALLONS
		\$0.00356 5,001-12,000 GALLONS
		\$0.00396 12,001-20,000 GALLONS
		\$0.00436 20,001-100,000 GALLONS
		\$0.00475 100,001-150,000 GALLONS
		\$0.00494 150,001-200,000 GALLONS
		\$0.00515 200,001+ GALLONS
103	WATER USE - OUT OF TOWN	\$0.01056 0-5,000 GALLONS
		\$0.01188 5,001-12,000 GALLONS
		\$0.01319 12,001-20,000 GALLONS
		\$0.01451 20,001-100,000 GALLONS
		\$0.01583 100,001-150,000 GALLONS
		\$0.01650 150,001-200,000 GALLONS
		\$0.01715 200,001+ GALLONS
104	WATER USE - OUT OF TOWN SENIOR/DISABLED	\$0.00633 0-5,000 GALLONS
		\$0.00712 5,001-12,000 GALLONS
		\$0.00792 12,001-20,000 GALLONS
		\$0.00871 20,001-100,000 GALLONS
		\$0.00951 100,001-150,000 GALLONS
		\$0.00990 150,001-200,000 GALLONS
		\$0.01029 200,001+ GALLONS
107	WATER USE - BULK WATER STATION	\$0.02639 PER GALLON
		\$0.00224 PER GALLON TECHNOLOGY SERVICE FEE
111-118	WATER USE - UNMETERED all meter size classifications	CALCULATED MONTHLY
201	WATER BASE - 3/4" and 5/8" METER (1 SFE)	\$60.50
202	WATER BASE - 3/4" and 5/8" SENIOR/DISABLED (1 SFE)	\$36.30
204	WATER BASE - OUT OF TOWN	\$60.50
205	WATER BASE - OUT OF TOWN SENIOR/DISABLED	\$36.30
206	WATER BASE - 1" METER (2 SFEs)	\$91.38
210	WATER BASE - 1" METER (2 SFEs) SENIOR/DISABLED	\$54.83
207	WATER BASE - 1.5" METER (4 SFEs)	\$181.43
208	WATER BASE - 2" METER (8 SFEs)	\$362.98
209	WATER BASE - 3" METER (16 SFEs)	\$662.37
211	WATER BASE - 4" METER (16.67 SFEs)	\$960.44
301	SEWER USE - AVERAGE X WATER USE RATE	WATER USE RATE 101
302	SEWER USE SENIOR/DEABLED - AVERAGE X WATER USE RATE	WATER USE RATE 102
303	SEWER USE OUT OF TOWN - AVERAGE X WATER USE RATE	WATER USE RATE 103
304	SEWER USE OUT OF TOWN SR/DS AVERAGE X WATER USE RATE	WATER USE RATE 104
306	SEWER USE UNESTABLISHED - 3/4" & 5/8"	Calculated Annually
307	SEWER USE UNESTABLISHED - 3/4" & 5/8" SENIOR/DISABLED	Calculated Annually
308	SEWER USE UNESTABLISHED - 3/4" & 5/8" OUT OF TOWN	Calculated Annually
309	SEWER USE UNESTABLISHED - 3/4" & 5/8" OUT OF TOWN SR/DS	Calculated Annually
310	SEWER USE UNESTABLISHED - 1" METER	Calculated Annually
311	SEWER USE UNESTABLISHED - 1.5" METER	Calculated Annually
312	SEWER USE UNESTABLISHED - 2" METER	Calculated Annually
313	SEWER USE UNESTABLISHED - 3" METER	Calculated Annually
401	SEWER BASE - 3/4" & 5/8" METER (1 SFE)	\$28.17
406	SEWER BASE - 3/4" & 5/8" METER (1 SFE) SENIOR/DISABLED	\$16.90
407	SEWER BASE - OUT OF TOWN	\$28.17
408	SEWER BASE - OUT OF TOWN SENIOR/DISABLED	\$16.90
402	SEWER BASE - 1" METER (2 SFEs)	\$42.25
409	SEWER BASE - 1" METER (2 SFEs) SENIOR/DISABLED	\$25.35
403	SEWER BASE 1.5" METER (4 SFEs)	\$84.51
404	SEWER BASE 2" METER (8 SFEs)	\$169.02
405	SEWER BASE 3" METER (16 SFEs)	\$309.88
410	SEWER BASE 4" METER (16.67 SFEs)	\$449.32
501	RESIDENTIAL TRASH SERVICE	\$40.76
502	SENIOR/DISABLED TRASH SERVICE	\$27.25
503	RESIDENTIAL TRASH SERVICE EXTRA CONTAINER	\$30.42
504	SENIOR/DISABLED TRASH SERVICE EXTRA CONTAINER	\$30.42
1901	PENALTY	18% PER ANNUM
2001	DISCONNECT/RECONNECT FEE	\$60.00
2101	BROKEN METER/MXU CHARGE	ACTUAL COST OF METER/MXU

TOWN OF HAYDEN 2023 FEE SCHEDULE

APPENDIX A

Fees, Rates and Charges Imposed Pursuant to Hayden Town Code

Administration	Amount	Description	
B&W Copies	\$0.20	Per page	
B&W Copies - Senior Citizen	\$0.15	Per page	
Color Copies	\$0.30	Per page	
Color Copies - Senior Citizen	\$0.25	Per page	
Fax	\$0.15	Per page	
Notary Fee	\$6.00	1st document	
Notary Fee	\$2.60	Each additional document	
NSF or Account Closed Fee	\$36.75	Per incident	
Open Records Request:			
Certified Copies	\$1.30	Per page	
Copies	\$0.25	Per page	
Town Attorney	\$147.00	Per hour	
Department Heads	\$42.00	Per hour	
Administrative Personnel	\$31.50	Per hour; first hour is free.	
Town Code	\$105.00	Copy or CD	
Comprehensive Plan	\$52.50	Each	
Zoning Map	\$26.00	Each	
Taxes	Amount	Description	
Telephone Utility Tax	\$1,200.00	Per year	
Cable TV Fee	3%	Gross Sales	
Sales Tax	5%	per Ordinance 702	
Use Tax	2%	On total valuation upon issuance of Building Permit	
Vehicle Rental Tax	3.5%	Of rental price of vehicle	
Accommodations Tax	3.5%	Of purchase price for accommodations	
Natural Gas Franchise Fee	1%	per Ordinance 644	
Excise Tax on Marajuana Cultivation	3.0%	per Ordinance 704	
Licenses	Amount	Description	
Sales Tax License	\$25.00	Per year	
Liquor License Fees			
Per Colorado Department of Revenue Liquor Enforcement Division Fee Schedule DR 8500 (07/01/22)			
Marijuana License Fee			
New	Application Fee	License Fee	
Pre-application Meeting Fee	\$250.00		
Retail Store, Retail Producs Manufacturer & Cultivation Facility	\$2,500.00	\$1,000.00	
Retail Testing Facility	\$500.00	\$1,000.00	
Renewal	Application Fee	License Fee	
Retail Store, Retail Producs Manufacturer & Cultivation Facility		\$1,000.00	
Retail Testing Facility		\$1,000.00	
Cultivation (up to 1800 plants)	\$250.00	\$2,000.00	\$2,250.00
Cultivation Extended Plant Count Tier 2 (1801-3600 plants)	\$250.00	\$1,000.00	\$1250 + \$2250 = \$3500
Cultivation Extended Plant Count Tier 3 (1801-6000 plants)	\$250.00	\$2,000.00	\$2250 + \$2250 = \$4500
Cultivation Extended Plant Count Tier 4 (6001 - 10200 plants)	\$250.00	\$4,000.00	\$4250 + \$2250 = \$6500
Cultivation Extended Plant Count Tier 5 (10001-13800 plants)	\$250.00	\$8,000.00	\$8250 + \$2250 = \$10500
Cultivation Extended Plant Count Tier 5+ (13801 + in increments of 3600 plants)	\$250.00	1000 per addt'l 3600 plants over 13800 +\$10500	
Retail Testing Facility	\$500.00		
Court	Amount	Description	
Retail Hospitality and Sales Business	\$26.25		
Court Cost	\$52.50	Deferrals	
Public Safety	Amount	Description	
Administrative Citation:			
1st Offense	\$36.00	Per Calendar Year	
2nd Offense	\$73.00	Per Calendar Year	
3rd Offense or more	\$157.00	Per Calendar Year	
Administrative Appeal Fee	Actual Cost plus \$50.00	Deposit of \$200.00 required at time of filing appeal	

NOTE: In the event of a conflict between the fees, rates and charges listed in this Appendix A and the text of any individual section of the Town Code, the provisions of this Appendix shall control.

TOWN OF HAYDEN 2023 FEE SCHEDULE

APPENDIX A

~~Fees, Rates and Charges Imposed Pursuant to Hayden Town Code~~

False Alarm:			
4th Offense	\$36.00	Per Calendar Year	
5th Offense	\$73.00	Per Calendar Year	
6th Offense or more	\$157.00	Per Calendar Year	
Late Fee	\$21.00 plus 18% per annum		
Police Report	\$0.25	limited by state law	
Research Fees	\$31.00	Per Hour	
Impound Fee	\$31.00	Each	
Animal License - Altered	\$11.00	Each Per year	
Animal License - Unaltered	\$16.00	Each Per year	
Sex Offender Registration	\$75.00	Each	State Law
Sex Offender Re-Registration	\$25.00	Each Per year	State Law
Off Highway Vehicles	\$31.00	Each Per year	
VIN Inspection	\$30.00	At PD	
VIN Inspection	\$50.00	At Residence	
Animal Transport & Handling	\$80.00	When taking animals to Stmbt Shelter	
Public Works	Amount	Description	
Meter Deposit	\$75.00		
Disconnect/Reconnect Fee	\$60.00	Per incident	
Delinquent/Late Fee	\$25.00		
Right-Of-Way Permit	\$100.00	\$2,000 Surety warranty for a two year period; applicable for any road cut or improvements to be accepted for public maintenance	
Vacation of Street/Alley	\$100.00	Each	
Hourly Rate for Personnel	\$56.00 / hr	Per worker	
Vehicle(s) on the job site	\$45.00 / hr	Per vehicle	
Sewer Plant Dump fee	\$0.14/gal		
Highway Banner Fee	\$125	Two Weeks	
Motor Grader	\$130/hr		

NOTE: In the event of a conflict between the fees, rates and charges listed in this Appendix A and the text of any individual section of the Town Code, the provisions of this Appendix shall control.



Town of Hayden

Town Council Agenda Item

MEETING DATE: December 17th, 2025

AGENDA ITEM TITLE: Review and consider for approval the award and contract with Standard Concrete for the construction of the Poplar Street Bridge Rehabilitation Project. Authorizing the Town Manager to sign the construction contract, contingent on the CDOT Concurrence to Award.

AGENDA SECTION: New Business

PRESENTED BY: Bryan Richards, Public Works Director

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

BACKGROUND REVIEW:

The Poplar Street Bridge Rehabilitation Project will repair and extend the service life of the Town of Hayden's Poplar Street Bridge while enhancing safety and multimodal connectivity. In addition to addressing structural and surface deficiencies through deck and concrete repairs, steel rehabilitation, and safety upgrades, the project includes the addition of a dedicated pedestrian bridge. The new pedestrian bridge will improve safety by separating foot traffic from vehicles, enhance accessibility, and strengthen pedestrian connectivity within the community. Overall, the project will reduce long-term maintenance needs, improve ride quality, and preserve a critical transportation corridor for vehicles, pedestrians, and emergency access.

The Town of Hayden put the project out to bid on October 15, 2025. The Town held a mandatory pre-bid meeting on October 22, 2025 and accepted questions regarding the project until October 29, 2025. Four bids were received at a public bid opening at Hayden Town Hall, 178 West Jefferson Ave, Hayden, CO, 81639 on December 2, 2025 at 10:00 am. These bids are summarized below.

Contractor	Location	Bid Total
Standard Concrete, Inc	Denver, CO	\$748,929.80
Jalisco International, Inc	Commerce City, CO	\$1,217,325.00
Fones Construction, Ilc	Craig, CO	\$1,259,573.25
CRC, Inc	Hayden, CO	\$1,598,675.40

RECOMMENDATION: Move to approve the award and contract with Standard Concrete for the construction of the Poplar Street Bridge Rehabilitation Project. Authorizing the Town Manager to sign the construction contract, contingent on the CDOT Concurrence to Award.

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

TOWN OF HAYDEN CONSTRUCTION CONTRACT

1. PARTIES.

This Construction Contract (the "Contract"), dated as of _____, is between the Town of Hayden, a Colorado home rule town (hereinafter called "Town") by and through its Town Council (hereinafter called "Council"), and Native Excavating Inc. (hereinafter called "Contractor"). For purposes of this Contract, the address of Town shall be P.O. Box 190, Hayden, Colorado 81639

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

Standard Concrete, Inc
2521 E. 68th Pl
Denver, CO 80229

2. WORK TO BE DONE BY CONTRACTOR.

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

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

3. SCOPE OF WORK.

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

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

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

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

The Project consists of waterline and appurtenant improvements as described in the Contract Documents.

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

Poplar Street Bridge Rehabilitation Project

4. TIME OF COMPLETION.

Contractor shall commence the work required by the Contract Documents within ten (10) days of receipt of the Notice to Proceed and the Project shall be complete and ready for final payment within 135 days after Notice to Proceed. Contractor agrees that the completion of the Project within the time as set forth herein is of the essence and agrees to proceed with due diligence, taking all precautions and making all necessary arrangements to ensure the completion of the work within the prescribed time period.

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

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

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

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

5. COMPENSATION.

As consideration for the completion of the Project as required by the Contract Documents, Town shall pay to Contractor the sum of \$748,929.80 which amount shall be payable as follows:

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

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

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

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

5.3. Within fifteen (15) days after receiving a complete application for progress payment and all required supportive information, Town shall pay to Contractor ninety-five percent (95%) of the amount shown in the application and approved by the Project Administrator. The remaining five percent (5%) shall be paid upon the issuance of the Certificate of Completion, and after advertisement of final payment

required by C.R.S. § 38-26-107 has been published and all applicable time periods under C.R.S. § 38-26-107 have expired.

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

6. IMMIGRATION COMPLIANCE.

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

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

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

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

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

7. TAXES.

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

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

8. INDEMNIFICATION AND INSURANCE.

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

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

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

8.2. Workman's Compensation Insurance; Unemployment Insurance; and Income Tax Withholding. Contractor shall procure and maintain Workman's Compensation Insurance at his own expense during the life of this Contract, including occupational disease provisions for all of his employees. Contractor shall also require each subcontractor to furnish Workman's Compensation Insurance, including occupational disease provisions for all of the latter's employees, otherwise he accepts full liability and responsibility for subcontractor's employees. In cases where any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Workman's Compensation statute, Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable

insurance for the protection of his employees not otherwise protected. Neither the Contractor nor any employee of Contractor shall be entitled to unemployment insurance benefits through the Town and the Contractor shall be obligated to pay any federal or state income taxes due with respect to any sum payable by Town hereunder.

9. SUBLETTING OF CONTRACT.

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

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

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

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

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

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

10. WARRANTY.

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

11. PRE-CONTRACT EXAMINATION.

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

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

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

12. ACCESS AND INSPECTION.

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

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

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

13. MEASUREMENTS.

Contractor shall verify all measurements for unit bid price items at the site. All dimensions shown for existing work and all dimensions required for work that is to connect with work now in place shall be verified by Contractor by actual measurement of the existing work. Any discrepancies between the contract requirements and the existing conditions shall be referred to the Project Administrator before any work affected thereby has been performed. No compensation will be allowed for differences between actual

dimensions and those indicated on the Proposal. Differences shall be submitted to the Project Administrator for consideration before proceeding with work, and in the event of the failure of Contractor to so notify the Project Administrator, Contractor shall make good any damage or defect in this work caused thereby, without extra charge to Town.

14. NON-DISCRIMINATION.

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

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

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

15. PROTECTION OF WORK AND PROPERTY.

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

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

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

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

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

16. CHANGES AND ADDITIONAL WORK.

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

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

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

17. PARTIAL ACCEPTANCE.

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

18. FINAL INSPECTION, ACCEPTANCE AND SETTLEMENT.

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

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

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

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

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

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

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

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

19. CANCELLATION OF CONTRACT.

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

20. ATTORNEY FEES.

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

21. INTEGRATION; VENUE AND JURISDICTION.

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

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

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

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

Town of Hayden

ATTEST:

Town Clerk

By: _____
Mathew Mendisco, Town Manager, Town of Hayden

Standard Concrete, Inc

By: _____
Title: Owner

FIRST AMENDMENT TO THE BILL CREDIT AGREEMENT

This First Amendment to Bill Credit Agreement (this “Amendment”) is made and entered into as of November 12, 2025 (the “Effective Date”) by and among Yampa Valley Electric Association, Inc. a Colorado cooperative association (“Seller”) and the City of Craig, Colorado; Moffat County, Colorado; the City of Steamboat Springs, Colorado; the Town of Hayden, Colorado; the Town of Yampa, Colorado; and Routt County, Colorado (each, a “Purchaser,” and together, the “Regional Partners”).

RECITALS

A. Seller and the Regional Partners are parties to that certain Bill Credit Agreement dated May 27, 2022 (the “Agreement”) related to the purchase and sale of energy generated by a photovoltaic solar system owned by East Victory Solar LLC.

B. Seller and the Regional Partners desire to amend the Agreement to provide that Purchaser shall issue Regional Partners Bill Credits as set forth in this Amendment.

AGREEMENT

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledges, the Parties agree as follows:

1. Bill Credit Reimbursement.

a. Section 2.3 of the Agreement shall be removed and replaced with the following:

“Bill Credit Reimbursement.

2.3.1 In connection with the delivery of the Regional Partners’ Share, Seller shall pay good funds to each Purchaser, on a quarterly basis, in an amount equal to the product of (a) the Regional Partners’ Share (measured in kWh), multiplied by (b) \$0.0234 (the “Regional Partners Bill Credit”). For avoidance of doubt, this credit does not allow for an offsetting account credit. The allocation of each Purchaser is set forth in Exhibit E.”

2.3.2 Any bill credits remaining in each Purchaser’s accounts as of the Effective Date of this Amendment as denoted in the “Banked Usage After Billing” section of each Purchaser’s most recent invoice (“Existing Credits”) shall be paid by the Seller within (60) days of the Effective Date of this Amendment. The Existing Credits shall be determined by reviewing each account in Exhibit E of the Agreement, and (i) multiplying the Existing Credits by (ii) \$0.0234.”

For avoidance of doubt, any Regional Partner Bill Credit accrued since each Purchaser's most recent invoice preceding the Effective Date of this Amendment shall be reimbursed as provided in Section 2.3.1 of the Agreement as amended by this Amendment.

2. Section 3.1 of the Agreement shall be removed and replaced with the following:

"Payments. No later than the thirtieth (30th) day of first calendar month in any calendar quarter, Seller shall issue payment to Purchaser of the total amount of Purchaser's Regional Partners Bill Credit for the prior three (3) months. All payments made by Seller under this Agreement shall be by electronic funds transfer pursuant to the instructions set forth in Exhibit E. Any Purchaser may notify Seller in writing in accordance with Section 11.2 within ten (10) days following receipt of any payment that a Purchaser has a reasonable basis to dispute."

3. Section 4.3 of the Agreement shall be removed and replaced with the following:

"Curtailed Output. The amount of Output curtailed under Section 4.2 ("Curtailed Output") shall be reasonably determined by Seller after the curtailment has ended based upon the Output that would have been generated at the Delivery Point, but that was not generated and delivered solely as a result of such curtailment. To the extent Seller is required to pay System Owner for any Output curtailed under the System PPA and such curtailment is not caused by the gross negligence, intentional misconduct or fraud of Seller, Seller shall deduct Regional Partner Bill Credits equivalent to the amounts paid by Seller to System Owner under the System PPA from future Regional Partners Bill Credits due hereunder."

4. Notice Information. Exhibit D (Regional Partners Notice Information) of the Agreement shall be amended as follows:

In the fourth row of the chart, the words "gsuiter@steamboatsprings.net" shall be replaced with "tleeson@steamboatsprings.net".

5. Account Allocation and Electronic Funds Transfer Instructions. The text of Exhibit E (Allocation of Purchaser Percentage and Electronic Funds Transfer Instructions) of the Agreement shall be removed and replaced with the following:

As a condition to Seller's obligation to issue payments pursuant to Section 3.1 of the Agreement, each Regional Partner shall complete Seller's ACH setup form. A Regional Partner may update this form at any time.

Exhibit E to the Regional Partners Bill Credit Agreement Electronic Funds Transfer Instructions		
Regional Partner	Billing Address	Percent of total Regional Partners' solar Output to be paid on a quarterly basis
City of Craig	300 W. 4th Street Craig, CO 81625	20.00%
Town of Hayden	P.O. Box 190 Hayden, CO 81639	10.00%
Town of Yampa	PO Box 224 Yampa, CO 80483	10.00%
Routt County	522 Lincoln Ave #30 Steamboat Springs, CO 80487	20.00%
City of Steamboat Springs	PO Box 775088 Steamboat Springs, CO 80477	20.00%
Moffat County	221 W Victory Way Craig, CO 81625	20.00%

6. Effect of Amendment. The Agreement, as specifically modified by this Amendment, remains in full force and effect in accordance with its terms. If there is any conflict between the Agreement and this Amendment, this Amendment shall control.

7. Disputes Governing Law and Jurisdiction. This Amendment shall be governed by Sections 11.1 and 11.2 of the Agreement.

8. Entire Agreement. This Amendment along with the Agreement constitute the entire agreement between the Parties relating to the subject matter thereof and shall supersede all other prior and contemporaneous understandings or agreements, both written and oral, between the Parties relating to the subject matter thereof.


9. Counterpart Execution. The Parties may execute this Amendment in counterparts, which shall, in the aggregate, when signed by both Parties constitute one and the same instrument; and, thereafter, each counterpart shall be deemed an original instrument as against any Party who has signed it. A facsimile or scanned transmission of a signature page shall be considered an original signature page. At the request of a Party, a Party shall confirm its faxed or scanned signature page by delivering an original signature page to the requesting Party.

10. Amendments or Modifications. This Amendment may only be amended or modified pursuant to Section 11.5 of the Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of each of the Parties have executed this Amendment, effective as of the Effective Date.

SELLER

Yampa Valley Electric Association, Inc.

By: 

Scott Blecke, President and
General Manager

REGIONAL PARTNERS

City of Craig, Colorado

By: _____
Name: Chris Nichols
Title: Mayor

Moffat County, Colorado

By: _____
Name: Melody Villard
Title: Chairman, Moffat County Board of
County Commissioners

City of Steamboat Springs, Colorado

By: _____
Name: Tom Leeson
Title: City Manager

Town of Hayden, Colorado

By: _____
Name: Ryan Banks
Title: Mayor

Town of Yampa, Colorado

By: _____
Name: Stacey L. Geilert
Title: Mayor

Routt County, Colorado

By: _____
Name: Sonja Macys
Title: Chair of the Board of County
Commissioners