



AGENDA
HAYDEN TOWN COUNCIL MEETING
THURSDAY, APRIL 7, 2016
7:30 P.M.
HAYDEN TOWN HALL – 178 WEST JEFFERSON AVENUE

WORK SESSION 7:00 P.M. – 7:30 P.M.

1. STAFF REPORTS

REGULAR MEETING – 7:30 P.M.

1a. CALL TO ORDER

1b. OPENING PRAYER

1c. PLEDGE OF ALLEGIANCE

1d. ROLL CALL

2. CONSIDERATION OF MINUTES

- A. Regular Meeting March 17, 2016 Page 3

3. CONSIDERATION OF BILLS

- A. Consideration of payment bill vouchers Page 6

4. PUBLIC COMMENTS

5. PROCLAMATIONS/PRESENTATIONS

- A. Proclamation of April as the Month of Young Child Page 14
B. Proclamation of April as Child Abuse Prevention Month Page 15

6. CONSENT ITEMS

- A. Decision: Parade/Street Closure Cog Ride Event Page 16

7. OLD BUSINESS

8. NEW BUSINESS

- A. Decision: Resolution 2016-10 Acceptance of Final Completion Seneca Hill Water Tank Project Page 21
B. Decision: Resolution 2016-13 Acceptance of Roadway Design/Engineering for upcoming Bond Issue Page 23
C. Decision: Resolution 2016-12 Lease Agreement with Hayden Motorsports Association Page 30
D. Discussion: Discussion of Water & Sewer Plant Investment Fees Page 55
E. Discussion: General Election Tabor Ballot Issue-Tax Page 57

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.

9. PULLED CONSENT ITEMS

10. STAFF AND COUNCILMEMBER REPORTS (CONTINUED, IF NECESSARY)

11. EXECUTIVE SESSION

- A. For discussion of a personnel matter under C.R.S. Section 24-6-402(4)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees.**

12. ADJOURNMENT

Staff & Councilmember Reports

Sam Barnes reported that Public Works has two staff members on vacation next week. The blowers at the treatment plant will be ready to be installed. Seneca Hill final pressurization will occur next week. State of Colorado has new regulations regarding backflow for commercial and any high risk homes which must be regulated by the municipality, 61% by July 2016 and 90% by 2018.

Jill Delay reported the Corn Hole Tournament was a great success and need to do more; \$2000.00 profit. Pee Wee wrestling starting April 9, 2016. The Easter Egg Hunt will be Easter Sunday from 8:30 a.m. to 9:00 a.m. Hayden Parks and Recreation have been approached about adult softball.

Greg Tuliszewski reported on the progress of hiring a new town manager; there were 38 applications which were scaled down to 13 who received a questionnaire to be returned to the search firm. There will be follow up in the next couple of weeks. The threats that have come into Town Hall and the need for additional security; the side door to the parking lot will remained closed to public and mirror or cameras will be provided to see who is approaching from the front door. Jim Folley is moving and has given his official notice. The town will notify the public of the vacancy and the council will appoint a member until the next general election. The town council will need to discuss the options or possibility of placing a tax question on the 2016 general election ballot.

Staff reports will continue at the end of the meeting.

Mayor Pro Tem Robinson called the regular meeting of the Hayden Town Council to order at 7:30 p.m. Mayor Pro Tem Robinson present. Councilmembers Johnson, Redmond, Folley and Hagins present. Also present were Interim Town Manager and Police Chief, Greg Tuliszewski, Public Works Director, Sam Barnes, and Recreation Coordinator, Jill Delay.

Opening Prayer Mayor Pro Tem Robinson offered the opening prayer.

Pledge of Allegiance Mayor Pro Tem Robinson led the Pledge of Allegiance.

Minutes –
March 3, 2016 Councilmember Hagins moved to approve the minutes of the Regular Town Council Meeting held on March 3, 2016. Councilmember Folley seconded. Roll call vote. Councilmember Johnson – aye. Councilmember Redmond – aye. Councilmember Folley – aye. Councilmember Hagins – aye. Mayor Pro Tem Robinson – aye. Motion carried.

Consideration of Bill
Payment Voucher
dated March 10, 2016 Councilmember Hagins moved to approve the bill payment voucher dated March 10, 2016 in the amount of \$ 122,564.01. Councilmember Redmond seconded. Roll call vote. Councilmember Johnson – aye. Councilmember Redmond – aye. Councilmember Folley – aye. Councilmember Hagins – aye. Mayor Pro Tem Robinson –

Draft minutes subject to editing and approval prior to becoming official record.

	aye. Motion carried.
Proclamations/ Presentations	None.
Public Comments	Tammie Delaney, 198 E Lincoln Avenue.
Consent Items	None
Old Business	None
New Business	
Decision: Consideration of options for the containers for Downtown Flowers	Councilmembers were in support of continuing the downtown flowers and looking to replace the current ones needed replaced and annually replacing those as needed. The annual budgeted amount will remain the same.
Decision: Consideration for Lease Agreement with Brown Hill Engineering & Controls, LLC	Councilmember Redmond moved to approve the Lease Agreement with Brown Hill Engineering & Controls LLC. Councilmember Johnson seconded. Roll call vote. Councilmember Johnson – aye. Councilmember Redmond – aye. Councilmember Folley – aye. Councilmember Hagins – aye. Mayor Pro Tem Robinson – aye. Motion carried.
Decision: Consideration to appoint John C. St. Pierre to Planning Commission	Councilmember Folley moved to appoint John C. St. Pierre to Planning Commission. Councilmember Johnson seconded. Roll call vote. Councilmember Johnson – aye. Councilmember Redmond – aye. Councilmember Folley – aye. Councilmember Hagins – aye. Mayor Pro Tem Robinson – aye. Motion carried.
Pulled Consent Items	None.
Staff and Councilmember Reports Continued	None.
Executive Session	None.
Adjournment	Mayor Pro Tem Robinson adjourned the meeting at 8:32 p.m.

Draft minutes subject to editing and approval prior to becoming official record.

Recorded by:

Sharon Johnson, Town Clerk

APPROVED THIS 7th DAY OF April, 2016.

James M. Haskins, Mayor

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
12134	A-1 Collection Agency, LLC	APR2016	Garnishment	04/01/2016	23 09	00		
Total 12134					23 09	00		
1000	A-1 LIQUOR	593514	Cornhole Tourney	03/08/2016	400 85	00		
Total 1000					400 85	00		
12253	Airgas USA, LLC	9048748163	Streets - R&M Gases	02/26/2016	290 99	00		
Total 12253					290 99	00		
7550	ALERT/SAM	MAR2016	2016 Membership	03/01/2016	80 00	00		
Total 7550					80 00	00		
6615	All Natural Carpet	340140	Town Hall carpet cleaning	03/12/2016	350 00	00		
6615	All Natural Carpet	340141	Town Hall carpet cleaning	03/12/2016	65 00	00		
Total 6615					415 00	00		
2440	Atmos Energy	0332MAR16	Water Plant Gas - T768776	03/11/2016	619 59	00		
2440	Atmos Energy	1967MAR16	Shop Gas - G0014687	03/11/2016	254 95	00		
2440	Atmos Energy	2144MAR16	Sewer Plant Gas - R910225	03/11/2016	145 36	00		
2440	Atmos Energy	2411MAR16	Parks Gas - T820876	03/14/2016	65 73	00		
2440	Atmos Energy	2626MAR16	Town Hall Gas -R252006 (80%)	03/11/2016	96 84	00		
2440	Atmos Energy	2626MAR16	Rec Gas_R252006 (20%)	03/11/2016	24 21	00		
2440	Atmos Energy	2886MAR16	Crandall Pump Hse Gas - R33173	03/11/2016	80 13	00		
2440	Atmos Energy	3116MAR16	Airport Lift Gas - 6408226	03/11/2016	29 51	00		
2440	Atmos Energy	3349MAR16	Dry Creek Lift Gas - 08K458739	03/11/2016	17 56	00		
2440	Atmos Energy	3590MAR16	Parks Gas - 15192591	03/11/2016	106 70	00		
2440	Atmos Energy	5208MAR16	Golden Meadows Gas - W816504	03/11/2016	61 07	00		
2440	Atmos Energy	7426MAR16	Police Dept Gas - 08K684037	03/11/2016	246 92	00		
Total 2440					1,748 57	00		
1200	Bear River Valley Co-Op	MAR2016	Streets Vehicle Expense - Fuel	03/25/2016	144 82	00		
1200	Bear River Valley Co-Op	MAR2016	Streets Vehicle Expense - Fuel	03/25/2016	438 84	00		
1200	Bear River Valley Co-Op	MAR2016	Parks Equipment Expense - Fuel	03/25/2016	47 01	00		
1200	Bear River Valley Co-Op	MAR2016	Sewer Vehicle Expense - Fuel	03/25/2016	96 31	00		
1200	Bear River Valley Co-Op	MAR2016	Water Vehicle Expense - Fuel	03/25/2016	82 56	00		
1200	Bear River Valley Co-Op	MAR2016	PD Vehicle Maintenance - Fuel	03/25/2016	257 93	00		
Total 1200					1,067 47	00		
1330	Bratton Enterprises Inc	9268	Scoria	12/31/2015	360 13	00		
Total 1330					360 13	00		
5770	Brownells, Inc.	12298093 00	Ammunition	03/02/2016	82 25	00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 5770					82.25	.00		
7900	Browns Hill Engineering &	11123	SCADA Lease agreement	03/22/2016	1,485.00	.00		
Total 7900					1,485.00	.00		
1410	CASH	3 14 16	Float for PWW tourney	03/14/2016	1,000.00	.00		
Total 1410					1,000.00	.00		
1650	CEBT	0011867	Sewer Benefits	03/25/2016	1,536.19	.00		
1650	CEBT	0011867	Streets Benefits	03/25/2016	2,442.09	.00		
1650	CEBT	0011867	Water Benefits	03/25/2016	2,161.86	.00		
1650	CEBT	0011867	Parks Benefits	03/25/2016	1,544.77	.00		
1650	CEBT	0011867	Sewer Admin Benefits	03/25/2016	633.48	.00		
1650	CEBT	0011867	Water Admin Benefit	03/25/2016	633.48	.00		
1650	CEBT	0011867	Admin Benefits	03/25/2016	1,918.39	.00		
1650	CEBT	0011867	PD Benefits	03/25/2016	6,090.10	.00		
1650	CEBT	0011867APR	Sewer Benefits	03/25/2016	1,536.19	.00		
1650	CEBT	0011867APR	Streets Benefits	03/25/2016	2,442.09	.00		
1650	CEBT	0011867APR	Water Benefits	03/25/2016	2,161.86	.00		
1650	CEBT	0011867APR	Parks Benefits	03/25/2016	1,544.77	.00		
1650	CEBT	0011867APR	Sewer Admin Benefits	03/25/2016	960.98	.00		
1650	CEBT	0011867APR	Water Admin Benefit	03/25/2016	960.98	.00		
1650	CEBT	0011867APR	Admin Benefits	03/25/2016	2,573.39	.00		
1650	CEBT	0011867APR	PD Benefits	03/25/2016	6,090.10	.00		
Total 1650					35,230.72	.00		
3770	CenturyLink	0029MAR16	Water Phones_0029	03/01/2016	109.80	.00		
3770	CenturyLink	2535MAR16	PD Phones_2535	03/04/2016	311.60	.00		
3770	CenturyLink	4399MAR16	PD Phones 77563308	03/03/2016	30.66	.00		
Total 3770					452.06	.00		
9230	Chaosink	8410	Business Cards	12/21/2015	106.00	.00		
9230	Chaosink	8599	PWW Shirts	03/11/2016	2,156.00	.00		
9230	Chaosink	8616	PWW League Logo	03/18/2016	15.00	.00		
Total 9230					2,277.00	.00		
1645	Charter Communications	1237MAR16	PD Charter Internet_1237	03/07/2016	87.85	.00		
Total 1645					87.85	.00		
10590	CIRSA	160600	Adm Insurance	03/15/2016	105.40	.00		
10590	CIRSA	160600	Bldg Insurance	03/15/2016	68.51	.00		
10590	CIRSA	160600	PD Insurance	03/15/2016	110.67	.00		
10590	CIRSA	160600	Streets Insurance	03/15/2016	47.43	.00		
10590	CIRSA	160600	Rec Insurance	03/15/2016	10.54	.00		
10590	CIRSA	160600	Parks Insurance	03/15/2016	52.70	.00		
10590	CIRSA	160600	Mosquito Insurance	03/15/2016	5.27	.00		
10590	CIRSA	160600	Water Insurance	03/15/2016	100.13	.00		
10590	CIRSA	160600	Sewer Insurance	03/15/2016	26.35	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 10590					527.00	00		
12074	CliftonLarsonAllen LLP	1208890	Accounting services Feb 2016	03/14/2016	2,379.80	00		
12074	CliftonLarsonAllen LLP	1208890	Accounting services Feb 2016	03/14/2016	1,189.90	00		
12074	CliftonLarsonAllen LLP	1208890	Accounting services Feb 2016	03/14/2016	1,189.90	00		
Total 12074					4,759.60	00		
1665	Colorado Department of Revenue	L1499890720	Garnishment - 2 installments	04/01/2016	753.70	00		
Total 1665					753.70	00		
2050	Dana Kepner Company Inc	1423277-00	Water Meter repair	03/22/2016	1,725.37	00		
2050	Dana Kepner Company Inc	1423277-00	Water Meter parts	03/22/2016	1,725.38	00		
Total 2050					3,450.75	00		
9000	Dowling Land Surveyors	03092016	Surveying	03/03/2016	660.00	00		
Total 9000					660.00	00		
2150	DPC Industries Inc	DE73000205-1	Chemicals	02/29/2016	110.00	00		
Total 2150					110.00	00		
12100	Duckels Construction, Inc	PAY APP #9	Seneca Hills Retainage	03/28/2016	46,882.19	00		
Total 12100					46,882.19	00		
2230	Faris Machinery Company	G24047	Streets R&M - parts	03/15/2016	509.95	00		
Total 2230					509.95	00		
4890	FedEx	5-347-43212	Water Sample Shipping	03/10/2016	127.35	00		
Total 4890					127.35	00		
12262	Freeman, Deborah	697.14	Utility deposit refund	03/16/2016	116.88	00		
Total 12262					116.88	00		
12127	Garfield & Hecht, PC	136860	Legal Services - Water Matter	02/29/2016	405.50	00		
Total 12127					405.50	00		
2460	Hach Company	9833714	Treatment plant R&M - sensor kit	03/10/2016	40.33	00		
Total 2460					40.33	00		
4280	HD Supply Waterworks, Ltd	F158773	WWTP parts	03/11/2016	1,468.20	00		
4280	HD Supply Waterworks, Ltd	F188836	Dry Creek Park - Flume	03/11/2016	707.00	00		
4280	HD Supply Waterworks, Ltd	F192578	WWTP parts	03/03/2016	78.11	00		
Total 4280					2,253.31	00		
1360	Hinton Burdick CPAs & Advisors	143565	Progress Bill 2015 Audit	02/29/2016	700.00	00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 1360					700.00	.00		
2640	Holloran LLC, Michael J	03202016	Legal Services	03/20/2016	277.08	.00		
Total 2640					277.08	.00		
4535	InSite Media, Inc	1980	Social Media / Webhosting Monthl	02/22/2016	350.00	.00		
4535	InSite Media, Inc	2003	Social Media / Webhosting Monthl	03/20/2016	350.00	.00		
Total 4535					700.00	.00		
3480	Instrument & Supply West, Inc	0002628-IN	Seneca Hill - Onsite assistance	03/18/2016	1,104.76	.00		
Total 3480					1,104.76	.00		
12096	JVA, Inc	59473	Seneca Hill Tank/Water Sys Impr	02/22/2016	2,676.00	.00		
Total 12096					2,676.00	.00		
4650	JWC Environmental	78592	Treatment plant R&M - DI Exchan	03/02/2016	11,805.00	.00		
Total 4650					11,805.00	.00		
8225	L.A.W.S.	10935	PD Vehicle Expense	03/09/2016	751.50	.00		
8225	L.A.W.S.	10936	PD - Vehicle Expense	03/09/2016	99.00	.00		
8225	L.A.W.S.	10939	PD - Vehicle Expense	03/09/2016	447.00	.00		
Total 8225					1,297.50	.00		
8375	MASON SIEDSCHLAW	1925-2	Admin - Mail server upgrades	01/03/2016	1,247.64	.00		
8375	MASON SIEDSCHLAW	1925-2	IT Support	01/03/2016	615.00	.00		
Total 8375					1,862.64	.00		
9060	Mid-American Research Chemical	0575259-IN	Collection R&M - supplies	03/18/2016	441.00	.00		
Total 9060					441.00	.00		
2960	MJK Sales & Feed Inc	198822	Parks Supplies	03/08/2016	25.88	.00		
Total 2960					25.88	.00		
12263	Monchelli, Joseph	925.04	Utility Deposit Refund	03/23/2016	17.29	.00		
Total 12263					17.29	.00		
4060	Murray Dahl Kuechenmeister	12908	Marijuana issues	02/29/2016	982.60	.00		
Total 4060					982.60	.00		
10080	Neve's Uniforms Inc	LN-330331	PD Uniform Pants	03/01/2016	120.89	.00		
Total 10080					120.89	.00		
1350	Pinnacol Assurance	17997450	Legislative Work Comp	03/21/2016	29.96	.00		
1350	Pinnacol Assurance	17997450	Court Work Comp	03/21/2016	14.98	.00		

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1350	Pinnacol Assurance	17997450	Executive Work Comp	03/21/2016	14.98	00		
1350	Pinnacol Assurance	17997450	Administration Work Comp	03/21/2016	119.84	00		
1350	Pinnacol Assurance	17997450	Police Work Comp	03/21/2016	1,198.40	00		
1350	Pinnacol Assurance	17997450	Streets Work Comp	03/21/2016	928.76	00		
1350	Pinnacol Assurance	17997450	Rec Work Comp	03/21/2016	89.88	00		
1350	Pinnacol Assurance	17997450	Parks Work Comp	03/21/2016	89.88	00		
1350	Pinnacol Assurance	17997450	Mosquito Work Comp	03/21/2016	59.92	00		
1350	Pinnacol Assurance	17997450	Water Work Comp	03/21/2016	239.68	00		
1350	Pinnacol Assurance	17997450	Water Adm Work Comp	03/21/2016	29.96	00		
1350	Pinnacol Assurance	17997450	Sewer Work Comp	03/21/2016	149.80	00		
1350	Pinnacol Assurance	17997450	Sewer Adm Work Comp	03/21/2016	29.96	00		
Total 1350:					2,996.00	.00		
3240	Precision Excavating Inc	14076	Snow Removal	02/29/2016	720.00	00		
Total 3240:					720.00	.00		
12264	Rangely PeeWee Wrestling	3 24 16	Rangely Wrestling Tourney	03/24/2016	112.00	00		
Total 12264:					112.00	.00		
6180	Resource Engineering Inc	16044	Water Rights Analysis	02/29/2016	72.50	00		
Total 6180:					72.50	.00		
3310	Respond First Aid Systems	037125	PD First Aid Supplies	03/02/2016	48.75	00		
Total 3310:					48.75	.00		
12068	RG & Associates, LLC	1011794	X-West Subdivision	03/07/2016	190.00	00		
12068	RG & Associates, LLC	1011794	Fairgrounds RV Park	03/07/2016	1,046.25	00		
12068	RG & Associates, LLC	1011794	Hayden-Bayou Breeze	03/07/2016	142.50	00		
12068	RG & Associates, LLC	1011795	General Planning	03/07/2016	1,619.75	00		
Total 12068:					2,998.50	00		
12265	Robertson, Kim	1203.1	Utility Deposit Refund	03/16/2016	30.15	00		
Total 12265:					30.15	.00		
12237	Rossman Brothers Trucking, LLC	7630	Snow removal	03/03/2016	680.00	00		
Total 12237:					680.00	.00		
9260	Routt County Treasurer	03022016	Water sample bottles	03/02/2016	144.00	00		
Total 9260:					144.00	.00		
10610	SAFEbuilt, Inc	0023780-IN	Building Department Services	02/29/2016	2,859.92	00		
Total 10610:					2,859.92	.00		
7090	Samuelson's - Craig	51678	Dry Creek Kitchen	02/24/2016	76.91	00		
7090	Samuelson's - Craig	52471	Water Plant R&M	03/08/2016	32.96	00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 7090					109.87	.00		
1770	Schmueser Gordon Meyer, Inc	2010-414 008-	Sewer Outfall Managerial Service	03/18/2016	4,547.94	.00		
Total 1770					4,547.94	.00		
12248	SGS Accutest Inc	D3-72671	Water testing	03/04/2016	109.50	.00		
12248	SGS Accutest Inc	D3-73108	Water testing	03/23/2016	109.50	.00		
Total 12248					219.00	.00		
1655	STANDARD INSURANCE COMP	APRIL ADJUS	ADMIN LTD	03/17/2016	7.32	.00		
1655	STANDARD INSURANCE COMP	APRIL ADJUS	PD LTD	03/17/2016	29.28	.00		
1655	STANDARD INSURANCE COMP	APRIL ADJUS	STREETS LTD	03/17/2016	11.60	.00		
1655	STANDARD INSURANCE COMP	APRIL ADJUS	PARKS LTD	03/17/2016	5.19	.00		
1655	STANDARD INSURANCE COMP	APRIL ADJUS	WATER LTD	03/17/2016	10.68	.00		
1655	STANDARD INSURANCE COMP	APRIL ADJUS	WTR ADM LTD	03/17/2016	3.05	.00		
1655	STANDARD INSURANCE COMP	APRIL ADJUS	SWR LTD	03/17/2016	9.14	.00		
1655	STANDARD INSURANCE COMP	APRIL ADJUS	SWR ADM LTD	03/17/2016	3.05	.00		
1655	STANDARD INSURANCE COMP	APRIL BILLING	ADMIN LTD	03/17/2016	39.85	.00		
1655	STANDARD INSURANCE COMP	APRIL BILLING	PD LTD	03/17/2016	159.39	.00		
1655	STANDARD INSURANCE COMP	APRIL BILLING	STREETS LTD	03/17/2016	63.12	.00		
1655	STANDARD INSURANCE COMP	APRIL BILLING	PARKS LTD	03/17/2016	28.23	.00		
1655	STANDARD INSURANCE COMP	APRIL BILLING	WATER LTD	03/17/2016	58.11	.00		
1655	STANDARD INSURANCE COMP	APRIL BILLING	WTR ADM LTD	03/17/2016	16.62	.00		
1655	STANDARD INSURANCE COMP	APRIL BILLING	SWR LTD	03/17/2016	49.78	.00		
1655	STANDARD INSURANCE COMP	APRIL BILLING	SWR ADM LTD	03/17/2016	16.61	.00		
Total 1655					511.02	.00		
10930	Standard Plumbing Supply Co	FBVD55	PD- Men's lobby restroom	12/14/2015	11.09	.00		
Total 10930					11.09	.00		
10530	Staples Business Advantage	3296669222	Adm Office Supplies	03/16/2016	119.98	.00		
10530	Staples Business Advantage	3296669222	PD Office Supplies	03/16/2016	67.15	.00		
Total 10530					187.13	.00		
3550	Steamboat Medical Group P.C.	21440	DOT Physical	03/09/2016	85.00	.00		
Total 3550					85.00	.00		
3530	Steamboat Pilot	10423189	Feb Ap listing	03/20/2016	27.65	.00		
Total 3530					27.65	.00		
9770	Stewart, Bonnie	285.15	UTILITY DEPOSIT REFUND	03/09/2016	87.28	.00		
Total 9770					87.28	.00		
2185	The Embroidery Shoppe LLC	5783	PD - uniform alterations	02/23/2016	29.00	.00		
Total 2185					29.00	.00		
3710	Town of Hayden	MAR2016	92 01 80% Town Hall Water	03/24/2016	57.06	.00		

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3710	Town of Hayden	MAR2016	2035 01 PD Water	03/24/2016	65.14	00		
3710	Town of Hayden	MAR2016	15 01 Shop Water	03/24/2016	69.20	00		
3710	Town of Hayden	MAR2016	94 01 Key Pump Water	03/24/2016	61.05	00		
3710	Town of Hayden	MAR2016	2066 01 RV Dump Water	03/24/2016	69.55	00		
3710	Town of Hayden	MAR2016	92 01 20% Rec Water	03/24/2016	14.27	00		
3710	Town of Hayden	MAR2016	1208 01 Dry Creek Park Water	03/24/2016	37.58	00		
3710	Town of Hayden	MAR2016	2044 01 Vista Verde Park Water	03/24/2016	37.58	00		
3710	Town of Hayden	MAR2016	2036 01 Dry Creek Park Building	03/24/2016	73.30	00		
3710	Town of Hayden	MAR2016	534 01 Main St Park Water	03/24/2016	54.00	00		
3710	Town of Hayden	MAR2016	761 01 Baseball Field CR 53 Wat	03/24/2016	37.58	00		
3710	Town of Hayden	MAR2016	96 01 New Ballfield CR 53	03/24/2016	37.58	00		
3710	Town of Hayden	MAR2016	231 01 229 S 3rd Park Water	03/24/2016	54.00	00		
3710	Town of Hayden	MAR2016	232 01 Water Plant Water	03/24/2016	60.08	00		
3710	Town of Hayden	MAR2016	355 01 Sewer Plant Water	03/24/2016	48.83	00		
3710	Town of Hayden	MAR2016	2046 01 Lake Village Park Water	03/24/2016	37.58	00		
Total 3710:					814.38	00		
6540	Tri County Fire Protection	138962	Backflow Prevention Testing	03/16/2016	62.00	00		
Total 6540:					62.00	00		
7070	USA BlueBook	891508	Water R&M	03/07/2016	625.76	00		
7070	USA BlueBook	892744	Water Testing	03/08/2016	642.70	00		
Total 7070:					1,268.46	00		
9350	Valley Varmints Unlimited	26991	Remove Beavers from Ditch	12/28/2015	350.00	00		
Total 9350:					350.00	00		
3880	Wagner Equipment Co	P04C0288175	Streets R&M - Parts	03/11/2016	7.92	00		
3880	Wagner Equipment Co	P04C0288176	Streets R&M - Parts	03/11/2016	7.92	00		
3880	Wagner Equipment Co	P04C0288177	Streets R&M - Parts	03/11/2016	76.52	00		
3880	Wagner Equipment Co	P04C0288208	Streets R&M - Parts	03/11/2016	239.00	00		
3880	Wagner Equipment Co	P04C0288311	Streets R&M - 8' cutting edge	03/19/2016	82.62	00		
Total 3880:					413.98	00		
6170	Walmart Community	00655	Council snacks	02/17/2016	63.98	00		
6170	Walmart Community	07171	Refund	02/17/2016	4.58	00		
Total 6170:					59.40	00		
6130	Western Security Systems Inc	99721	Alarm Monitoring	03/01/2016	90.00	00		
Total 6130:					90.00	00		
6085	Xerox Corporation	083761796	ADMIN COPIER/PRINTER	03/05/2016	305.09	00		
6085	Xerox Corporation	083761797	PD COPIER/PRINTER	03/05/2016	236.95	00		
Total 6085:					542.04	00		
4010	Yampa Valley Electric	0401MAR16	PD Electric 660020401	03/21/2016	404.30	00		
4010	Yampa Valley Electric	1002MAR16	Dry Creek Electric	03/22/2016	195.96	00		
4010	Yampa Valley Electric	1401MAR16	Seneca Hill Electric 660021401	03/21/2016	140.01	00		
4010	Yampa Valley Electric	3101MAR16	Parks Electric 730013101	03/17/2016	192.64	00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
4010	Yampa Valley Electric	3202MAR16	Airport Lift Electric 660013202	03/21/2016	291.14	.00		
4010	Yampa Valley Electric	3406MAR16	Town Hall Electric 80% 74000340	03/22/2016	336.05	.00		
4010	Yampa Valley Electric	3406MAR16	Rec Electric 20% 740003406	03/22/2016	84.01	.00		
4010	Yampa Valley Electric	3501MAR16	Parks Electric 730013501	03/17/2016	78.74	.00		
4010	Yampa Valley Electric	5501MAR16	Parks Electrif 720015501	03/22/2016	57.12	.00		
4010	Yampa Valley Electric	6002MAR16	Jefferson Electric 760016002	03/22/2016	30.91	.00		
4010	Yampa Valley Electric	6201MAR16	Shop Electric 760016201	03/22/2016	237.38	.00		
4010	Yampa Valley Electric	7601MAR16	Parks Electric 780017601	03/17/2016	28.60	.00		
4010	Yampa Valley Electric	7702MAR16	Sewer Plant Electric 760007702	03/22/2016	2,623.08	.00		
4010	Yampa Valley Electric	7802MAR16	Water Plant Electric 660007802	03/21/2016	1,504.64	.00		
4010	Yampa Valley Electric	8001MAR16	Washington & Ash Electric 70000	03/17/2016	128.56	.00		
4010	Yampa Valley Electric	8103MAR16	Parks Electric 730008103	03/17/2016	141.48	.00		
4010	Yampa Valley Electric	8803MAR16	Golden Meadows Electric 780008	03/17/2016	773.69	.00		
4010	Yampa Valley Electric	8901MAR16	Hospital Hill Electric 720008901	03/22/2016	28.60	.00		
4010	Yampa Valley Electric	9402MAR16	Key Pump Electric 730009402	03/17/2016	139.51	.00		
4010	Yampa Valley Electric	9902MAR16	Crandell Pump Electric 72000990	03/22/2016	332.09	.00		
Total 4010:					7,748.51	.00		
4245	Zirkel Wireless, LLC	124989	WTP Internet Service Acct 4377	03/25/2016	46.00	.00		
4245	Zirkel Wireless, LLC	124990	Shop Internet Service Acct 4378	03/25/2016	46.00	.00		
Total 4245:					92.00	.00		
Grand Totals					155,525.75	.00		

Report Criteria

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.



**A PROCLAMATION RECOGNIZING APRIL 2016
AS THE MONTH OF THE YOUNG CHILD IN HAYDEN, COLORADO**

Whereas, First Impressions of Routt County and other local organizations, in conjunction with the National Association for the Education of Young Children, are celebrating April 2016 as the Month of the Young Child; and

Whereas, these organizations are working to improve early learning opportunities, including early literacy programs, that can provide a foundation of learning for children in HAYDEN, COLORADO; and

Whereas, parents, teachers and others who make a difference in the lives of young children in HAYDEN, COLORADO deserve thanks and recognition; and

Whereas, public policies that support early learning for all young children are crucial to young children's futures;

I, James M. Haskins, Mayor of HAYDEN, COLORADO, do hereby proclaim April 2016 as the Month of the Young Child in HAYDEN, COLORADO and encourage all citizens to work to make a good investment in early childhood in HAYDEN, COLORADO.

ADOPTED THIS 7th day of April, 2016

James M. Haskins, Mayor

Attest:

Sharon Johnson, Town Clerk



**A PROCLAMATION RECOGNIZING APRIL 2016 AS
CHILD ABUSE PREVENTION MONTH IN HAYDEN, COLORADO**

Whereas, The Routt County Department of Human Services and other local, state and national organizations are proclaiming April 2016 as Child Abuse Prevention Month; and

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT PROCLAIMED, by the Hayden Town Council of Hayden, Colorado, that the month of April, 2016 is hereby declared CHILD ABUSE PREVENTION MONTH IN HAYDEN, ROUTT COUNTY, and we urge all citizens to engage in activities that strengthen families in our community to provide the optimal environment for children to learn, grow and thrive so that all children have the benefit of happy, healthy and safe childhoods.

ADOPTED THIS 7th day of April, 2016

James M. Haskins, Mayor

Attest:

Sh 15 | Johnson, Town Clerk



Town of Hayden

Town Council Agenda Item

MEETING DATE: April 7th, 2016

AGENDA ITEM TITLE: Hayden Cog Run Road Closure

AGENDA SECTION: Consent Items

PRESENTED BY: Greg Tuliszewski

CAN THIS ITEM BE RESCHEDULED: Yes

BACKGROUND REVIEW: Hayden Parks and Recreation is applying for the Annual Hayden Cog Run Street Closure. This event is scheduled for Saturday, May 9th, 2015. All aspects of this race will remain the same as last year.

RECOMMENDATIONS: **Move to approve the Consent Items.**

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



APPLICATION FOR PARADE/STREET CLOSURE

Date of Request	3/24/16		
Name of Event	Hayden Cog Ride		
Type of Event	Athletic <input checked="" type="checkbox"/>	Special	<input checked="" type="checkbox"/>
Brief Description of Event	Bicycle Ride: Fundraiser for Hayden Heritage Center		

Organization Information (please print or type):

Name	Hayden Heritage Center		
Mailing Address	PO Box 543		
City	Hayden CO		
State	CO		
ZIP Code	81639		
Contact Person	Tammie Delaney	OR	Patrick Delaney
Title	Volunteer		Board President
Telephone	970-846-1404		970-546-2338
Fax			
E-Mail	tandelaney@gmail.com, pgd.hayden@gmail.com		

Description of Event (please print or type):

Dates	Beginning Date & Time:	Ending Date & Time:
Location of Line Up	5/21/16 10am Reg/11am Start 5/21/16 @ 3pm	
Proposed Route (Attach map)	See attached descriptions	
Proposed Detour (Attach map)	Not needed unless town instructs closure between 10:50-11:15 am for start on Lincoln Ave.	
Detailed Description of Event	20 mile road ride, 25 mile mountain bike ride, 5 mile cruiser ride departing from Hayden Community at 198 E. Lincoln Ave - first ride gathering at H. Way/Manitou Valley Brewing Company	

THE UNDERSIGNED HEREBY AGREES TO PAY FOR AND PROVIDE LIABILITY INSURANCE IN AN AMOUNT TO BE DETERMINED BY THE TOWN OF HAYDEN. THE UNDERSIGNED ALSO AGREES TO PROVIDE MANPOWER TO PLACE AND REMOVE THE BARRICADES (TOWN PROVIDED) AT THE DIRECTION OF THE HAYDEN POLICE DEPARTMENT.

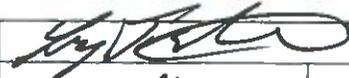
I, THE UNDERSIGNED, FURTHER CERTIFY THAT THE STATEMENTS CONTAINED HEREIN OR ATTACHED HERETO ARE TRUE, ACCURATE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Authorized signature		Date: 3/24/16
FOR OFFICIAL USE ONLY (DO NOT WRITE BELOW THIS LINE)		

Conditions or Restrictions:

No objects (candy, toys, etc.) shall be thrown from parade floats.

SPONSORS AND/OR EVENT ORGANIZERS MUST FURNISH A CERTIFICATE OF INSURANCE OF A GENERAL LIABILITY INSURANCE COMPANY AND AN AUTO LIABILITY INSURANCE POLICY COVERING CLAIMS THAT MIGHT ARISE FROM THE EVENT, INCLUDING PARTICIPANT AND SPECTATOR LIABILITY. THESE POLICIES MUST HAVE A MINIMUM LIMIT OF \$ _____ PER OCCURRENCE AND MUST NAME THE TOWN OF HAYDEN AND ITS EMPLOYEES AS ADDITIONAL INSURED.

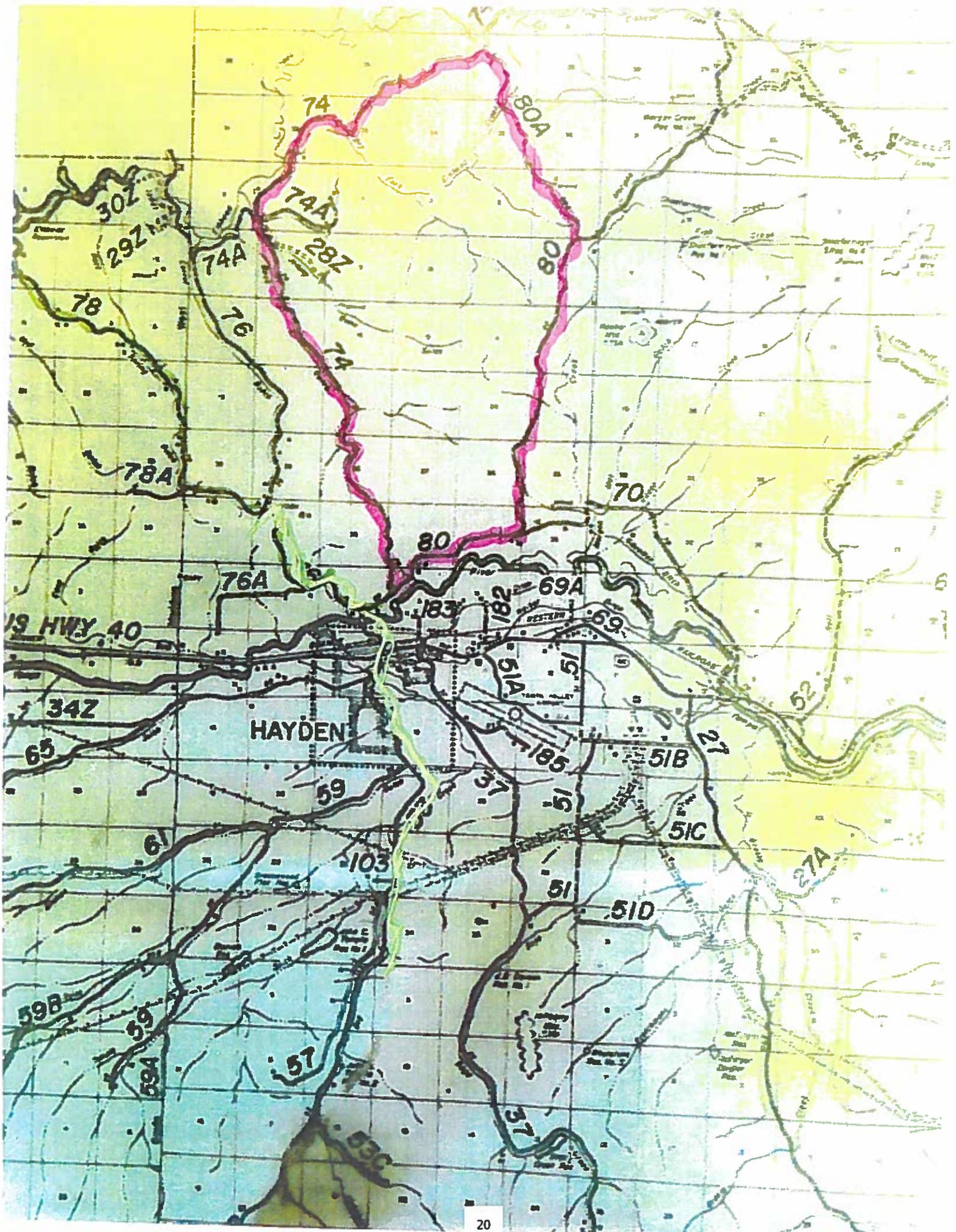
Authorized signature		Date: 3/30/2016
Application has been:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/>

3rd Annual Cog Ride

May 21, 2016

Description: The Cog Ride is a bicycle ride and fundraiser for the Hayden Heritage Center Museum. There are three rides available depending on weather:

- Road Ride – Approximately 26 miles. Ride leaves Wild Goose Coffee at 198 E. Lincoln Ave. in Hayden; Turns Right on Walnut Street (C.R. 80); Turns Left onto County Ride 76 and follows to the top of the Cog (approximately 4 miles); Turns around at the top of the Cog at the end of pavement; Turns Right on Lincoln Ave; Turns left on Poplar Street (C.R. 53); Follows C.R. 53 to end of pavement (approximately 8 miles); Turn around and return to Wild Goose Coffee
- Mountain Bike Ride (weather and conditions permitting) – Approximately 25 miles. Ride leaves Wild Goose Coffee at 198 E. Lincoln Ave. in Hayden; Turns right onto Walnut St. (C.R.80); Turns left onto C.R. 74 (Middle Cog); Turns Right onto C.R. 80A; Turns Right onto C.R. 80 and returns to Wild Goose Coffee.
- Town Cruiser Ride – Approximately 5 miles. Ride leaves Wild Goose Coffee at 198 E. Lincoln in Hayden and wanders through Downtown, Golden Meadows, and Lake Villages before returning to Wild Goose Coffee.





Town of Hayden

Town Council Agenda Item

MEETING DATE: April 07, 2016

AGENDA ITEM TITLE: Seneca Hill Water Tank Project – Final Completion – Resolution 2016-10

AGENDA SECTION: New Business

PRESENTED BY: Greg Tuliszewski

CAN THIS ITEM BE RESCHEDULED: No

BACKGROUND REVIEW: This is documentation in regards to Final completion of the Seneca Hill Tank and Water System Improvement Project. The Town of Hayden awarded the Seneca Hill Tank and Water System Improvements Project to Duckels Construction by Resolution 2014-24 on July 24, 2014. The Town's consulting engineer, JVA, Inc., and Duckels Construction, Inc. have signed the certification of Final completion. On November, 24, 2015 a final walk-through was done and JVA, Inc. documented the final punch list requiring attention prior to final completion which is attached. These items have been completed.

RECOMMENDATION: It is recommended that the Town Council for the Town of Hayden accept the final completion of construction from Duckels Construction Company and the supporting documents from the Town's consulting engineer, JVA Inc. This will allow the Town to move forward in the completion of the project with Routt County, DOLA, and other fiduciary sources that were involved with this project.

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

RESOLUTION 2016-10

A RESOLUTION FOR THE ACCEPTANCE OF FINAL COMPLETION THE SENECA HILL TANK AND WATER SYSTEM IMPROVEMENTS PROJECT, WHICH WAS AWARDED TO DUCKELS CONSTRUCTION, INC.

RECITALS

1. The Town of Hayden Home Rule Charter, Article 8-2 Contracts provides that except as otherwise prescribed by the Town Council, the Town Council shall approve all contracts for the Town; and
2. The Town of Hayden Town Council awarded the Seneca Hill Tank and Water System Improvements Project to Duckels Construction, Inc. by Resolution 2014-24 on July 14, 2014; and
3. The Town of Hayden's consulting engineer, JVA, Inc., has signed the Certification of Final Completion of the Seneca Hill Tank and Water System Improvements Project constructed by Duckels Construction, Inc.; and
4. The Duckels Construction, Inc. has completed the project and during a final walk-through on November 24, 2015 JVA, Inc., documented the final punch list which required attention prior to the final completion of the contracted work at the site, and
5. The requirements under the construction contract have been met.

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

Section 1. The Town Council accept the Seneca Hill Tank and Water System Improvements Project in the form of final completion the same as attached herewith.

Section 2. With the completion of the punch list, the Town of Hayden Town Council hereby deems the Seneca Hill Tank and Water System Improvements Project satisfactory, acceptable and complete in place to all requirements as set forth within the Contract Documents.

Section 3. This Resolution shall be in full force and effect upon its passage and adoption.

PASSED, APPROVED, AND RESOLVED THIS 7th DAY OF APRIL, 2016.

James M. Haskins, Mayor

ATTEST:

Sharon Johnson, Town Clerk



Town Council Agenda Item

MEETING DATE: April 7, 2016

AGENDA ITEM TITLE: Roadway Improvement Design

AGENDA SECTION: New Business

PRESENTED BY: Sam Barnes

CAN THIS ITEM BE RESCHEDULED: No

BACKGROUND REVIEW: As discussed over the past several years, the Town is in need of some significant roadway improvements. Lincoln from Walnut to Poplar, Washington from Walnut to Poplar, Walnut (face of hill from Washington to South Spruce, all of Vista Verde, and the east end of View Drive. Since the Town does not have the money in the bank to achieve this it will have to go to the citizens for a vote this November. The Town has budgeted \$100,000.00 for the design engineering for this project in the 2016 budget. JVA has come back with a price of \$49,000 (1/2 of what was budgeted) to complete the design of this project. It should be noted that NWCC has recommended the Town analyze the face of the hill (Walnut) and see exactly what is going on below the surface. Public Works advised JVA to plan for the worst in case it is a total reconstruct so the design work would reflect that amount so if the bond passes we would have enough money to complete the entire project.

RECOMMENDATION: The only way to know the cost of the roadway improvements is to get the design engineering done. This will give us a \$ amount to go to the voters for this fall. If passed, then the Town can get a bond to complete the project. Public Works would recommend Council to pass this so this project can move forward.

MANAGER'S RECOMMENDATION/COMMENTS:

This matter is time sensitive as it involves getting the engineering completed so that the Town has a idea as to the cost estimate for this project. This cost estimate is needed in order to place the Bond question on the November General Election Ballot. The engineering and Bond language needs to be completed before June in order to meet the deadline requirements for placing this on the Ballot. I also would recommend that the Council approve this project.

RESOLUTION 2016-13

A RESOLUTION APPROVING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH JVA CONSULTING ENGINEERS, INC. TO COMPLETE 2016 ROADWAY IMPROVEMENT DESIGN AND ENGINEERING FOR THE NOT-TO-EXCEED AMOUNT OF \$49,400.00

RECITALS

1. The Town of Hayden Home Rule Charter, Article 8-2. Contracts provides that except as otherwise prescribed by the Town Council, the Town Council shall approve all contracts for the Town.
2. The Town of Hayden Public Works Director solicited a proposal from JVA Consulting Engineering, Inc. to provide 2016 Roadway Improvement Design and Engineering for the maintenance and repair of certain Town streets that will provide the information necessary to develop a cost estimate for the street maintenance and repair costs, so the matter can move forward for a Bond Consideration and Voter approval.
3. At the Public Works Director's requested JVA submitted a proposal and agreement for the aforementioned design and engineering services for the not-to-exceed amount of \$49,400.00.
4. The proposal and contract were reviewed and are recommended for approval by the Town of Hayden's Public Works Director and the Town Manager.
5. Funding for these professional services is included in the 2016 General Fund – Streets budget.

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

Section 1. The Town Council desires to hire JVA Consulting Engineers, Inc. to provide design and engineering services related to 2016 Roadway Improvement Design and Engineering to portions of Lincoln Avenue, Washington Avenue, Walnut Street, View Drive and Vista Verde Drive as stated in the letter of agreement dated March 31, 2016 attached hereto as Exhibit A and requests the Town Manager to execute all documents necessary to follow-up as appropriate.

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

PASSED, APPROVED, AND RESOLVED THIS 7th DAY OF APRIL, 2016.

James M. Haskins, Mayor

ATTEST:

Sharon Johnson, Town Clerk



JVA, Incorporated
214 8th Street
Suite 210
Glenwood Springs,
CO 81601
970 404 3100
info@jvajva.com

March 31, 2016

Mr. Sam Barnes, Public Works Director
Town of Hayden
P O Box 190
Hayden, CO 81639

www.jvajva.com

Reference: 2016 Roadway Improvement Design
Letter Agreement for Civil Engineering Services

Dear Sam:

JVA, Inc. (JVA) has estimated the scope of work and associated fees required to provide civil engineering services to the Town of Hayden (Client). The estimated scope and fees are for the 2016 Roadway Improvement project. The geotechnical engineering and surveying has been previously completed.

SCOPE OF WORK

The scope of services below is based on our discussions to date and review of the information available. It is our understanding that the scope of the work is related to design of several Roadway Improvement projects through the Town including:

1. Lincoln Avenue & Washington Avenue – Mill and Replace (± 750 feet)
2. Vista Verde, Santa Fe Drive & Escalate Ct – Remove and Replace (± 2000 feet)
3. East View Drive – Pulverize and Replace (Repave street ±250 feet, remove and replace end)
4. Walnut Street – Pulverize and Replace (± 500 feet)

Based on this information and our understanding of the design efforts required for the Hayden Roadway Improvements, the civil engineering services anticipated for this project include the following detailed tasks:

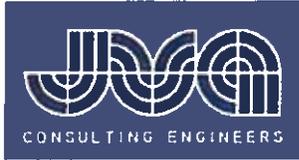
Area 1 – Lincoln Avenue & Washington Avenue –Mill and Replace

Scope

1. JVA understands that Lincoln Avenue and Washington Avenue need a 5-1/2" asphalt mill and replace with a hot mix asphalt surface of the same depth. The improvements do not include curb & gutter or utilities.

Design Phase

2. JVA will prepare design drawings, details and technical specifications for permit review and construction.
3. JVA will provide approximate quantities, a bidding schedule, and a construction opinion of probable cost.



4. JVA will attend one coordination meetings with Client, and other project team members to complete the design.

Area 2 – Vista Verde, Santa Fe Drive & Escalate Ct – Remove and Replace

Scope

1. JVA understands that these roadways need a complete removal and replacement including 8-inches of subbase, 4-inches of base course and 4-inches of asphalt. The improvements include constructing only one sidewalk, new curb & gutter on both sides of the roadway but excludes underground utility design. A large portion of the existing subgrade will need to be removed to achieve stabilization. Different stabilizations methods are outlined in the geotechnical report and we agree alternate options will work. JVA will analyze these options during the preliminary design phase to determine the most economical option with the least impact to the residents.

Design Phase

2. JVA will prepare base design drawings, details and technical specifications for permit review and construction.
3. JVA will provide approximate quantities, a bidding schedule and an opinion of probable cost.
4. JVA will attend two coordination meetings with the Client, and other project team members to complete the design.

Area 3 – East View Drive – Remove and Replace

Scope

JVA understands that this roadway near the east end will need to be pulverized in-place and a new 4-inch asphalt mat be constructed. The improvements include a sidewalk, curb & gutter but excludes underground utility design. A large portion of the existing subgrade will need to be removed to achieve stabilization. Different stabilizations methods are outlined in the geotechnical report and we agree alternate options will work. JVA will analyze these options during the preliminary design phase to determine the most economical option with the least impact to the residents.

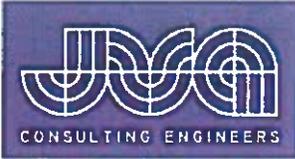
Design Phase

5. JVA will prepare base design drawings, details and technical specifications for permit review and construction.
6. JVA will provide approximate quantities, a bidding schedule and an opinion of probable cost.
7. JVA will attend one coordination meetings with the Client, and other project team members to complete the design.

Area 4 – Walnut Street – Remove and Replace

Scope

JVA understands that this roadway is currently being monitored for settlement based on the recommendation from the Geotechnical Engineer. We have provided our scope and fee based on the need for the roadway to be pulverized in-place and a new 4-inch asphalt mat be constructed.. A large portion of the existing subgrade will need to be removed to achieve stabilization. Different



stabilizations methods are outlined in the geotechnical report and we agree alternate options will work. JVA will analyze these options during the preliminary design phase to determine the most economical option with the least impact to the residents.

Design Phase

- 8. JVA will prepare base design drawings, details and technical specifications for permit review and construction.
- 9. JVA will provide approximate quantities, a bidding schedule and an opinion of probable cost.
- 10. JVA will attend one coordination meetings with the Client, and other project team members to complete the design.

The above described services **do not** including bidding and construction administrative services. A separate fee proposal after design is complete will be provided to the Town for these services.

BASIS OF PAYMENT

The basis of payment for the scope of work described above will be monthly billings based on JVA's incurred time and hourly billing rates. Reimbursable expenses are not included. This amount will not be exceeded without written authorization of the CLIENT.

Basic Civil Engineering Services

Area 1 – Lincoln & Washington Avenue	\$ 9,500
Area 2 – Vista Verde Drive	\$ 25,400
Area 3 – East View Drive	\$4,500
Area 4 – Walnut Street	\$10,000
TOTAL FEE	\$ 49,400

These fees are based upon the above assumptions and our discussion to date. Services resulting from significant changes to the project scope, significant bid alternate design, replatting, significant site plan changes, additional design work/plan revisions related to building/site changes by others or to field conditions discovered after plans are complete that could not have been reasonably foreseen, and added review submittals or public hearings required for County planning department review and approval, will be considered additional services and may require extension of the time scheduled for our work and fees. Permit and review fees are not included in this proposal. These fees assume that the project will be bid as a single construction project.



SCHEDULE

We can begin working immediately and plan to meet required project deadlines.

LIMITATION OF LIABILITY

The Owner and/or Client agrees to limit JVA's liability and its employees' liability on account of property or consequential damages to the Owner, Client and all construction contractors on the project arising from JVA's negligence, professional acts, errors, or omissions, such that the total aggregate liability of JVA to all those named shall not exceed \$ 50,000.

If you are in agreement with the scope in this letter, please indicate by signing below and returning a copy to this office as our authorization to proceed. All of us look forward to working with Town of Hayden on this project and continuing to build upon our positive past relationships.

Sincerely,
JVA, Incorporated



Cooper Best, PE
Regional Manager

Attachments: General Conditions

Accepted by:
TOWN OF HAYDEN

Title

Date



Town Council Agenda Item

MEETING DATE: April 07, 2016

AGENDA ITEM TITLE: Resolution 2016-12 approving a Lease with the Hayden Motorsports Association for use of the Hayden Speedway

AGENDA SECTION: New Business

PRESENTED BY: Greg Tuliszewski

CAN THIS ITEM BE RESCHEDULED: Not recommended

BACKGROUND REVIEW:

In 2014 the Hayden Motorsports Association (Association) worked diligently to bring racing back to the Hayden Speedway. They obtained a conditional use permit from Routt County that is good for 10 years. The 2014 lease, Article XII.1.1 states that the lease shall be renewed by a majority vote of the town Council for one-year periods. Town Staff finds that the tenant did not default on the previous leases and has in fact increased business and awareness of the Hayden Speedway and the Town of Hayden.

The Association's insurance meets the Town's requirements, but expires June 2016. The Association is required to provide the Town with a new certificate of insurance prior to the expiration date.

RECOMMENDATION:

To approve Resolution 2016-12.

MANAGER'S RECOMMENDATION/COMMENTS:

I concur with the above recommendation.

RESOLUTION 2016-12

A RESOLUTION APPROVING A LEASE RENEWAL WITH THE HAYDEN MOTORSPORTS ASSOCIATION FOR USE OF THE HAYDEN SPEEDWAY

RECITALS

1. On December 16, 1916 the General Assembly of the State of Colorado did sell and grant to the Town of Hayden forty acres of land which are presently used for West Routt Fire District training purposes, motocross riding, the Hayden Speedway, certain roads and other uses.
2. The Hayden Speedway has been leased by the Hayden Town Council in the past to various organizations to hold races and provide entertainment for the benefit of Hayden residents and service organizations.
3. On May 15, 2014 the Town Council, Town of Hayden, approved Resolution 2014-17, and again in May of 2015 (Resolution 2015-05) approving a lease with The Hayden Motorsports Association (hereinafter "Tenant") for use of the Hayden Speedway, including a Lease Agreement (hereinafter "lease"), Article XII Special Provisions, Renewal, allowing the Town Council to renew said lease for additional one (1) year periods if the Tenant is not in default of its obligations and upon a majority vote of the Town Council.
4. At the February 17, 2015 meeting of the Town of Hayden, Parks and Recreation Board, the Board recommended the Town Council should approve a lease renewal for 2015 with the Tenant.
5. The Town Council does not find the Tenant in default of its obligations under this lease.
6. The Town of Hayden, a Home Rule Municipality, desired to enter into a lease renewal with the Tenant per Town of Hayden Resolution 2014-17.
7. The Hayden Home Rule Charter, Article 8, Section 8-2 Contracts, stipulates that except as otherwise prescribed by the Town Council, the Town Council shall approve all contracts for the Town.

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

Section 1. That the Town Council hereby approves a lease renewal, attached hereto as Attachment A, with the tenant for use of the Hayden Speedway and surrounding

property, per the initial 2014 lease renewal clause stated in Town of Hayden Resolution 2014-17, Attachment A.

Section 2. That the Town Council approves the lease renewal provided the Leased Premises may be used only for the purpose or purposes as stated in the lease and for no other purpose or purposes without the prior written consent of the Town Council.

Section 3. The Town Council hereby authorizes the signature of the Mayor on the Lease.

Section 4. This Resolution shall be in full force and effect upon its passage and adoption.

INTRODUCED, PASSED, APPROVED, AND RESOLVED THIS 7TH DAY OF APRIL 2016.

James M. Haskins, Mayor

ATTEST:

Sharon Johnson, Town Clerk

**TOWN OF HAYDEN, COLORADO
and
HAYDEN MOTORSPORTS ASSOCIATION, LLC**

LEASE AGREEMENT

THIS LEASE made and entered into as of the 7th day of April, 2016, by and between the **TOWN OF HAYDEN, COLORADO** ("Landlord"), and **HAYDEN MOTORSPORTS ASSOCIATION, LLC** ("Racing Association" or "Tenant"), a Colorado not-for-profit corporation.

WITNESSETH THAT:

Landlord does hereby lease to Tenant and Tenant does hire and take from Landlord, 9.816 acres of unimproved land located at 37900 Routt County Road 53 and described in Exhibit A attached hereto and made a part hereof ("Leased Premises") together with Town property as described in Exhibit B ("Town Property").

For and in consideration of ten dollars (\$10.00), the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which is acknowledged by both parties, and subject to the terms and conditions hereinafter provided, Lessor does hereby let and demise to Lessee, and Lessee does hereby take and rent from Lessor the Leased Premises thereto for a term commencing on the 1st day of May 2016 and ending on the 30th day of April 2017, subject to the following terms, covenants and conditions:

**ARTICLE I
RENT**

A. **Rent.** Rent will not be charged. The Tenant however, shall provide Landlord with an annual audit of the revenues of the Racing Association within ninety (90) days of the end of the Lease term. Landlord shall have access to all accounts and financial records of Tenant upon written request.

B. **Taxes.** There will be no taxes payable by either party under this Lease. If any taxes are required to be paid to any governmental authority as a result of Tenant's use of or sales from the Leased Premises, such taxes shall be paid by Tenant.

C. **Utilities.** Landlord shall not furnish any utilities for the Leased Premises. Tenant shall furnish its own utilities and shall pay for such utilities.

**ARTICLE II
USE OF LEASED PREMISES**

1. **Use of Leased Premises.** Tenant shall use the Leased Premises for the operation of

automobile, motorcycle and snowmobile races, including the erection of viewing stands, fences, concession stands, restrooms and control tower, and for no other purpose. Tenant shall hold a minimum of six (6) races with paid attendance during the lease term. Tenant's use of the Leased Premises shall be subject to such rules and regulations as may be adopted by Landlord for Tenant's use and occupation of the Leased Premises. Landlord agrees to notify Tenant of any changes in the rules and regulations. A copy of the current rules and regulations are attached as Exhibit C.

2. **Change of Use of Leased Premises.** Any change in or expansion of the use of the Leased Premises from that use permitted in Article II.1. above shall be first approved by the Hayden Town Council.
3. **Use by Town of Bleachers.** After five (5) days notice to the Racing Association, the Town shall be entitled to remove and use the Bleachers at any time that there is not a regularly scheduled event on the Leased Premises. A regularly scheduled event is an event scheduled and publicized by the Racing Association before the start of the racing season. If the Town removes the Bleachers, it shall return and reinstall the Bleachers before the next regularly scheduled event on the Leased Premises.

ARTICLE III REPAIRS

Tenant Repairs. Tenant shall keep the Leased Premises, including but not limited to the bleachers, in good order, condition and repair, and in a clean, sanitary and safe condition and, in accordance with all applicable laws, ordinances and regulations of any governmental authority having jurisdiction, shall permit no waste, damage or injury to the Leased Premises.

ARTICLE IV LANDLORD'S INDEMNITY

- A. **Indemnity.** Tenant shall indemnify and save Landlord harmless against any and all claims, demands, costs and expenses, including reasonable attorney fees for the defense thereof, for injury to person, loss of life or damage to property occurring during the term of this Lease and arising from the conduct or management of the business conducted by Tenant on the Leased Premises, or the occupancy or use thereof, or of Tenant's contractors, agents, servants, employees, sublessees, invitees, concessionaires or licensees, and occurring in or about the Leased Premises. In case of any action or proceeding brought against Landlord by reason of any such claim, upon notice from Landlord, Tenant shall defend such action or proceeding by counsel reasonably satisfactory to Landlord.
- B. **Liens.** Any property kept, stored or maintained on the Leased Premises shall be so kept,

stored or maintained at the sole risk of Tenant. Tenant shall pay and discharge any mechanic's, materialman's or other lien against the Leased Premises claimed in respect of any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to or upon the request of Tenant; provided that Tenant may contest such lien claim, upon furnishing to Landlord such indemnification for the final payment and discharge thereof, together with the costs and expenses of defending the same, as Landlord may reasonably require. Should any such lien or notice of lien be filed or recorded against the Leased Premises, or served by process upon Tenant, Tenant shall give written notice thereof to Landlord as soon as it has knowledge thereof.

- C. **Compliance of Laws.** Tenant shall comply with all federal, state and local laws applicable at the Leased Premises with respect to licensing of the activities on the Leased Premises, workers compensation, unemployment insurance, safety and health.

ARTICLE V TENANT'S LIABILITY INSURANCE

Liability Insurance. Tenant shall procure and maintain a policy or policies of insurance at its own cost and expense General Liability insurance with minimum combined single limits of \$1,000,000 per occurrence and \$5,000,000 aggregate. The policy shall be applicable to all premise and operations. The policy shall include coverage for bodily injury, broad from property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products and completed operations. The policy shall contain a severability of interests provision.

The policy shall be endorsed to include the Town and its officers and employees, as additional insureds. The policy shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Tenant.

Certificates of Insurance shall be completed by the Tenant's insurance agent as evidence that policies provide the required coverage, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. A copy of the additional insured endorsement listing the Town and its officers and employees as additional insured, shall be attached to the Certificate of Insurance which shall be deposited with Landlord at the commencement of the term of this lease and at each renewal period of said policy or policies. The Town reserves the right to request and receive a certificated copy of any policy and any endorsement thereto.

ARTICLE VI
ASSIGNMENT AND SUBLETTING

Restrictions. Tenant shall not assign or in any manner transfer this Lease or any interest therein, nor hypothecate this Lease or Tenant's interest in and to the Leased Premises, nor permit occupancy by anyone with, through or under it, without Landlord's consent. Landlord may withhold consent to an assignment without cause. Any assignment or transfer without Landlord's consent shall be null and void and confer no rights on third persons, and shall constitute a default hereunder. Consent by Landlord to one or more assignments of this Lease or to one or more sublettings of the Leased Premises shall not operate as a waiver of Landlord's rights under this Section to any subsequent assignments or subletting, nor release Tenant or any guarantor of Tenant of any of its obligations under this Lease or be construed or taken as a waiver of any of Landlord's rights or remedies hereunder.

ARTICLE VII
ACCESS TO PREMISES

1. **Inspection.** Landlord or Landlord's authorized representatives shall have the right to enter upon the Leased Premises at all reasonable hours for the purpose of inspecting the same, or for the purpose of exhibiting the same to prospective tenants, purchasers or others. Landlord shall not be liable to Tenant in any manner for such action, nor shall the exercise of such right be deemed an eviction or disturbance of Tenant's use or possession.
2. **Driveway Access to Leased Premises.** Driveway access to the Leased Premises shall not be the responsibility of Landlord. Any required driveway improvements shall be made at Tenant's expense. Any existing driveway at the time of execution of this Lease shall be shared by Landlord and Tenant. Additionally, Tenant shall not block or disturb the driveway so as to prevent access by Landlord. However, Tenant shall provide, at its own expense, a gate which may be locked to protect property and improvements of Landlord and Tenant. Tenant shall provide to Landlord a key or combination to said lock for access to the Leased Premises as stated in Article VII.1. above.

ARTICLE VIII
DEFAULTS

1. **Events of Default.** The following shall constitute defaults of the Tenant hereunder:
 - A. The failure to submit any and all documentation required by this Agreement;
 - B. The failure by Tenant to perform any affirmative obligation of the Tenant hereunder

for a period of ten (10) days after notice of such failure from Landlord, except when such obligation cannot reasonably be performed within such period, Tenant shall not be in default if it shall commence such performance within such period and shall thereafter prosecute the same with diligence and continuity;

- C. The making by Tenant of an assignment for the benefit of its creditors;
- D. The doing or permitting to be done by Tenant of any act which creates a mechanic's lien or claim therefor against the Leased Premises and the same is not released or otherwise provided by indemnification satisfactory to Landlord within thirty (30) days thereafter; and
- E. Insolvency, dissolution or liquidation of the Tenant.

In case of any such default, Landlord shall have the rights and remedies hereinafter set forth in this Article VIII, in addition to all remedies at law, in equity or by statute, and all such remedies shall be cumulative; said remedies and all other existing hereunder or at law, in equity or by statute, may be exercised without prior demand or notice except as required herein, and none of the following, whether or not exercised by Landlord shall exclude exercise of any other remedy whether herein set forth or existing at law, in equity or by statute.

- 2. **Termination.** In case of any such default, Landlord shall have the right to terminate this Lease by giving Tenant notice in writing, and upon the giving of such notice, this Lease and the term hereof, as well as all the rights, title and interest of Tenant hereunder shall wholly cease and expire in the same manner and with the same force and effect (except as to Tenant's liability) as of the date fixed by such notice were the expiration of the term herein originally granted. The right granted to Landlord in this or any other section to terminate this Lease shall apply during the extension of the term, and the exercise of any such right by Landlord shall terminate any extension of the term and any right on the part of Tenant to any further extensions.
- 3. **Right of Landlord to Cure Defaults of Tenant.** In the event of any breach hereunder by Tenant, Landlord may immediately, or at any time thereafter, without notice, cure any such breach for the account and at the expense of Tenant. If Landlord, at any time, by reason of such breach is compelled to pay any sum of money or do any act which will require the payment of any sum of money, or is compelled to incur any expense, including reasonable attorney's fees, in instituting or prosecuting any action or proceeding to enforce Landlord's rights hereunder, the sum or sums so paid by Landlord, with interest at the rate of one and one-half percent (1½ %) per month from the date of payment thereof, shall be deemed to be additional rent hereunder and shall be due from Tenant to Landlord on the first day of the month following the payment of such respective sums or expenses.

ARTICLE IX
SURRENDER OF POSSESSION

Surrender. At the expiration of the tenancy created hereunder, whether by lapse of time or otherwise, Tenant shall surrender the Leased Premises in good condition and repair, reasonable wear and tear or loss by fire or other unavoidable casualty excepted.

ARTICLE X
GENERAL

1. **Landlord Consent.** Whenever, under this Lease, provision is made for tenant securing the consent or approval by Landlord, such consent or approval shall be in writing and shall not be unreasonably withheld, save that Landlord's right to withhold consent or approval to the assignment of this Lease or subletting of the Leased Premises shall remain unqualified, as reflected above.
2. **No Partnership.** Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.
3. **Gender.** Wherever herein the singular number is used, the same shall include the plural, and words in any gender shall include the other genders.
4. **Waiver.** No delay or omission of the right to exercise any power by either party hereunder shall impair any such right or power, or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval of either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.
5. **Titles.** The headings of the several Articles and Sections contained herein are for convenience only and do not define, limit or construe the contents of such Articles and Sections.
6. **Representations.** All negotiations, considerations, representations and understandings between the parties are incorporated herein, and may be modified or altered only by agreement in writing between the two parties. Landlord has made no representations or promises whatsoever with respect to the Leased Premises, except those contained herein, and no other person, firm or corporation has, at any time, had any authority from Landlord to make any representations or promises on behalf of Landlord, and Tenant expressly agrees that if any such representations or promises have been made by others, Tenant waives all right to

rely thereon.

7. **Force Majeure.** Whenever a period of time is herein provided for either Landlord or Tenant to do or perform any act or thing, such party shall not be liable or responsible for, and there shall not be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, national emergency, acts of a public enemy, governmental restrictions, laws or regulations, or any other cause or causes, whether similar or dissimilar to those enumerated, wholly beyond its control. The provisions of this Section shall not operate to excuse Tenant from the prompt payment of rent or any other payments required by the terms of this Lease.

8. **Compliance with Laws.** Tenant and Landlord shall comply with and require each of their employees, agents and contractors to comply with all federal, state and local laws, ordinances, regulations and directions relating to the employment, conditions of employment and hours of labor in connection with the use of the Leased Premises and any construction, alteration, installation or repair work done on or about the Leased Premises.

ARTICLE XI NOTICES

Addresses. Whenever, under this Lease, a provision is made for sale of any kind, such notice shall be given in writing and signed by or on behalf of the party giving or making same and it shall be deemed sufficient notice and service thereof if such notice is addressed to Tenant and sent by registered or certified mail, postage prepaid, to the last post office address of Tenant furnished to Landlord for such purpose, or to the Leased Premises, and if to Landlord, sent by registered or certified mail, postage prepaid, to Landlord at the address furnished for such purpose, or to the place then fixed for the payment of rent. If Landlord or Tenant is more than one person, notice need be sent to but one Tenant or Landlord, as the case may be. For purposes of initial notices, addresses are as follows:

TO TENANT: Corey P. Hunter, President
 HAYDEN MOTORSPORTS ASSOCIATION, LLC
 232 Harvest Drive
 P.O. Box 614
 Hayden, CO 81639-0614

TO LANDLORD: Town Manager
 TOWN OF HAYDEN
 P.O. Box 190
 Hayden, CO 81639-0190

WITH A COPY TO:

Michael J. Holloran, Esq.
MICHAEL J. HOLLORAN, LLC
P.O. Box 773600
Steamboat Springs, CO 80477-3600

ARTICLE XII
SPECIAL PROVISIONS

1. **Renewal.** If Tenant is not in default of its obligations under this Lease and upon majority vote of the Town Council, Tenant and Landlord may renew this Lease for additional one (1) year periods.
2. **Renovation.** Tenant may remodel and renovate the Leased Premises, at its expense, subject to prior approval of Landlord.
3. **Tenant's Fixtures.** At the termination of this Lease, Tenant may remove its fixtures from the Leased Premises at its expense. The Leased Premises shall be restored to a condition satisfactory to Landlord, ordinary wear and tear excepted. Satisfactory condition shall include removal of all tires from the Leased Premises at the sole cost of Tenant.
4. **Use by Landlord.** This Lease is expressly subject to all easements, restrictions, reservations and rights-of-way of record.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the day and year first above written.

LANDLORD:

TOWN OF HAYDEN, COLORADO
A Home Rule Municipality

ATTEST:

James M. Haskins, Mayor

Sharon Johnson, Town Clerk

TENANT: HAYDEN MOTORSPORTS ASSOCIATION, LLC

ATTEST:

Corey P. Hunter, President



Hayden Speedway Town Assets

INTENT: The intent of this Exhibit B – **Hayden Speedway Town Assets** is to identify and document the property of the Town of Hayden present at the Hayden Speedway property; property as illustrated on Exhibit A of the 2014 Hayden Speedway Lease Agreement so that provisions of and adherence to the **TOWN OF HAYDEN PURCHASING POLICY**, adopted October 7, 2008 and which may be amended from time-to-time by the Town of Hayden Town Council, are applied. Specifically the purchasing policies:

1.10 Surplus Supplies and Equipment

At such times as determined by a department head and justified by the Town Manager, supplies and equipment shall be identified that are no longer used or become worn out. The Town Manager from time to time may cause any surplus supplies or equipment to be destroyed or sold after advertisement to the highest bidder, and the proceeds of the sale deposited to the General Fund of the Town.

1.11 Fixed Asset Threshold

The Finance Director shall maintain a master file of fixed assets owned by the Town. The Town of Hayden defines a fixed asset as any item valued over \$2,500 with a useful life of more than 5 years, as set forth in C.R.S. §29-1-504. Each department head shall keep their department list maintained and will add capital items or note “destroyed, disposed or sold” for all surplus supplies and equipment. Departmental lists shall be submitted to the Finance Director no later than January 15th of each year.

Town Assets

Town property (assets) at the Hayden Speedway is described and depicted in the photos and narrative below. Everything shown in the photos below, including but not limited to: the racetrack, bleachers, structures, tires surrounding racetrack, tires as shown in the photos, trailer, light standards, electrical system(s), sound equipment, fencing, railings, barriers, signs, gates and other improvements are owned by the Town of Hayden. Unless otherwise documented in writing as Town property (assets) and/or abandoned pursuant to this Lease Agreement everything not shown in the photos below is not claimed as Town property (assets).

Tenant shall apply to the Town Manager in writing describing to the best of Tenant’s ability any Town property (assets) that Tenant proposes to have declared as surplus supplies or equipment to be removed, destroyed, disposed of or sold and receive written permission from the Town Manager approving the removal, destruction, disposal or sale of said surplus supplies or equipment prior to that property (asset) being removed, destroyed, disposed of or sold.



Hayden Speedway Town Assets

Tenant may apply to the Town Council to allocate any profits from the sale of Town property (assets) located at the Hayden Speedway that has been determined by the Town Manager to be surplus supplies or equipment, to be used for the benefit of the Hayden Speedway and/or Stokes Gulch Motocross Track.

Tires surrounding the racetrack and tires as shown in the photos are the property of the Town and not the Tenant.

Notwithstanding any statement to the contrary the Town of Hayden may at its sole discretion and without the permission of the Tenant remove Town property (assets) from the Hayden Speedway.





Hayden Speedway Town Assets





**Hayden Speedway
Town Assets**





Hayden Speedway Town Assets





Hayden Speedway
Town Assets





Hayden Speedway Town Assets





Hayden Speedway
Town Assets





**Hayden Speedway
Town Assets**



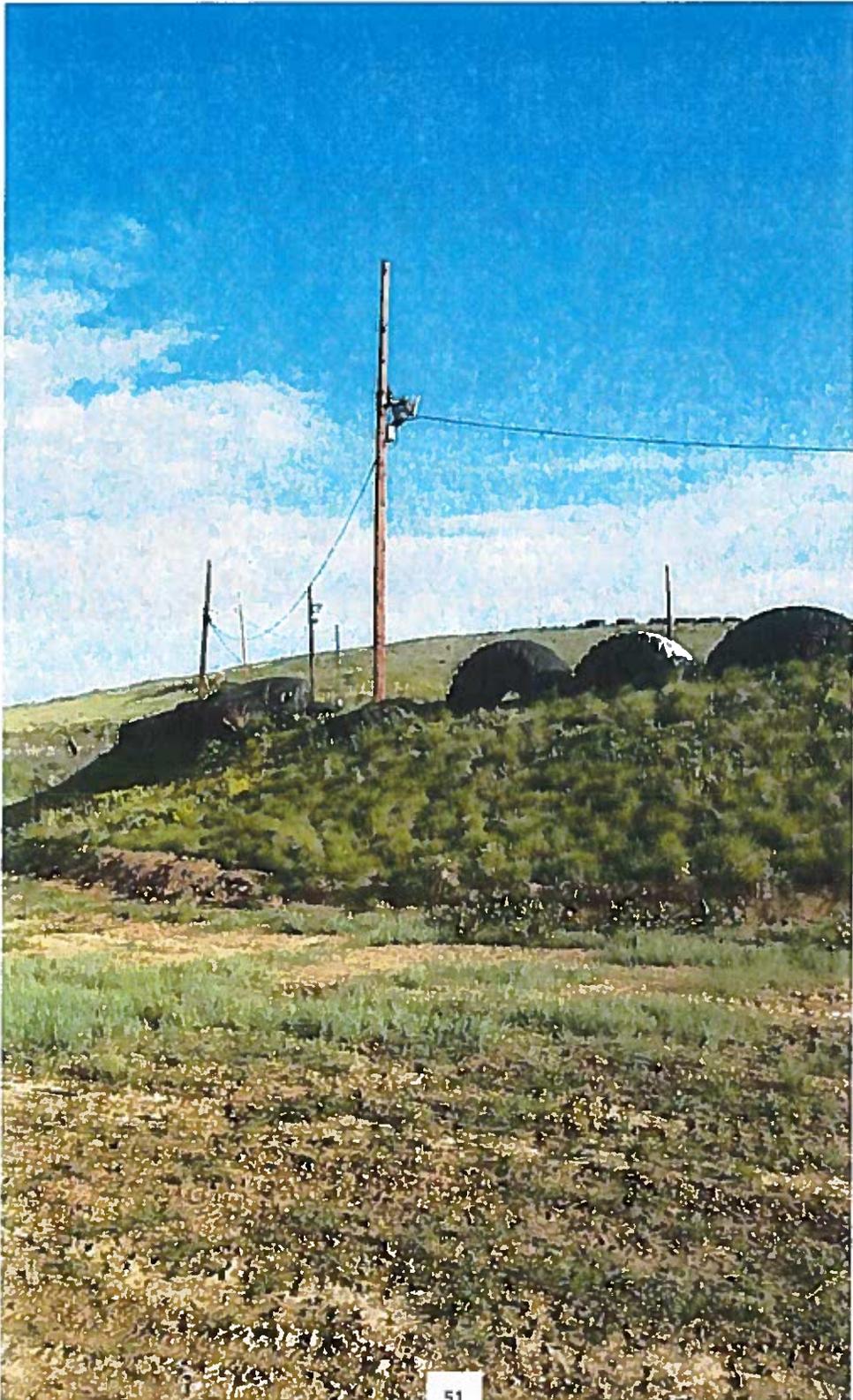


Hayden Speedway Town Assets





**Hayden Speedway
Town Assets**





**Hayden Speedway
Town Assets**



LANDLORD:

TOWN OF HAYDEN, COLORADO
A Home Rule Municipality

ATTEST:

James M. Haskins, Mayor

Sharon Johnson, Town Clerk

TENANT: HAYDEN MOTORSPORTS ASSOCIATION

ATTEST:

Corey P. Hunter, President



Hayden Speedway Rules

INTENT: The intent of these rules is to provide a broad outline of the expectations of the Town of Hayden for Speedway operators and/or Tenants to provide an opportunity for racing enthusiasts and spectators to enjoy their sport and to enhance racing and race spectator experiences while respecting the interests of neighboring property owners.

1. Hours of operation.
 - a. Vehicles, except for maintenance and safety purposes, are not allowed on the racetrack between the hours of ____ P.M. and 8:00 A.M.
 - b. Activities at the Speedway are not allowed between the hours of ____ P.M. and 8:00 A.M.
2. Lights.
 - a. Racetrack lights shall not be lit between the hours of ____ P.M. and 8:00 A.M.
 - b. Racetrack lights shall not be modified and/or moved without the consent of the Town Council.
3. Racetrack course.
 - a. The racetrack shall not be modified from its current oval configuration without the consent of the Town Council.
 - b. The racetrack safety devices, including but not limited to, fencing, rails, tires and lighting shall not be modified without the consent of the Town Council.
4. County zoning and building compliance.
 - a. Operations at the Speedway shall comply with Routt County zoning and land use requirements and restrictions.
 - b. Building at the Speedway shall comply with Routt County building requirements and restrictions.
5. Safety.
 - a. Operations at the Speedway will be conducted in a manner to provide for the safety of spectators, racers, officials and volunteers.
 - b. Speedway equipment shall be maintained and used in a safe manner.
6. Environment.

The Racing Association and/or Tenant are responsible for environmental safety and compliance with all environmental regulations that may result from the Speedway activities during the term of their lease agreement with the Town of Hayden.



Hayden Speedway Rules

7. Toilet facilities.

Racing Association and/or Tenant is responsible for providing adequate and sanitary toilet facilities for Speedway users.

8. Release and Indemnification.

All of the race participants and their pit crew members, race officials, race volunteers accessing the speedway and/or pit areas (or anyone else accessing these areas) will need to sign – completely and everywhere indicated the Town of Hayden’s Speedway Release and Indemnification liability waiver prior to use of the Speedway facilities.



Town Council Agenda Item

MEETING DATE: April 7th, 2016

AGENDA ITEM TITLE: Discussion of Water & Sewer Plant Investment Fees

AGENDA SECTION: New Business

PRESENTED BY: Greg Tuliszewski

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND REVIEW:

During the budget workshops, budget review, and adoption, discussion was held for the need to raise both the water and sewer tap fees in order to plan and pay for current and future needs and maintenance at both the water and sewer treatment plants. As part of the direction from Town Council the tap fees for both water and sewer were raised to a mid-point between the surveyed cities and towns. This resulted in the following increases:

Date	Water	Sewer	Total	Difference
2009 to 2015	\$4800.00	\$2400.00	\$7200.00	
2016	\$7300.00	\$5900.00	\$13,200.00	+ \$6000.00

These fees became effective with the Town Council’s approval of Resolution 2016-01 in February of 2016. The discussions and reasoning behind the need for increasing the tap fees was discussed in public workshops, Council meetings and prior to adoption of the current fee schedule.

Staff has been advised by a developer that the profit margins for constructing new housing is very tight given the area and economics of the Yampa Valley and Hayden area. It was indicated that the increase in Tap fees can also become cost prohibitive for the construction of new housing. A request was made to see if the Town Council would be open to discussion of a reduced Water / Sewer Plant Investment Fee for a “Bulk” purchase of Taps. The number proposed was Tap fees of the 2009 to 2015 rate for the purchase of 25 Taps.

These numbers were ‘floated’ but are in no way confirmed, substantiated, or solid. The inquiry was strictly to get a sense of whether the Council is open to such a suggestion or discussion.

Fee Sched. Date	Water	Sewer	x’s 25	Total
2015	\$4800	\$2400	x 25	\$180,000.00
2016	\$7300	\$5900	x 25	\$330,000.00
			Difference	-\$150,000.00



RECOMMENDATION: Staff would ask the Town Council to discuss this item so that Staff has some direction as to whether to inquire further as to whether this is a serious proposal, and if it is whether the Council desires it to be brought to the Council for further consideration. Staff would also recommend that if this goes forward for exploration that one of the considerations of purchasing taps at any reduced rate, should also include a commitment by the developer to completely develop all 25 taps fully, i.e. a commitment to complete construction of the residences.

MANAGER'S RECOMMENDATION/COMMENTS:

I concur with the above recommendation.



Town Council Agenda Item

MEETING DATE: April 7th, 2016

AGENDA ITEM TITLE: General Election Tabor Ballot Issue

AGENDA SECTION: New Business

PRESENTED BY: Greg Tuliszewski

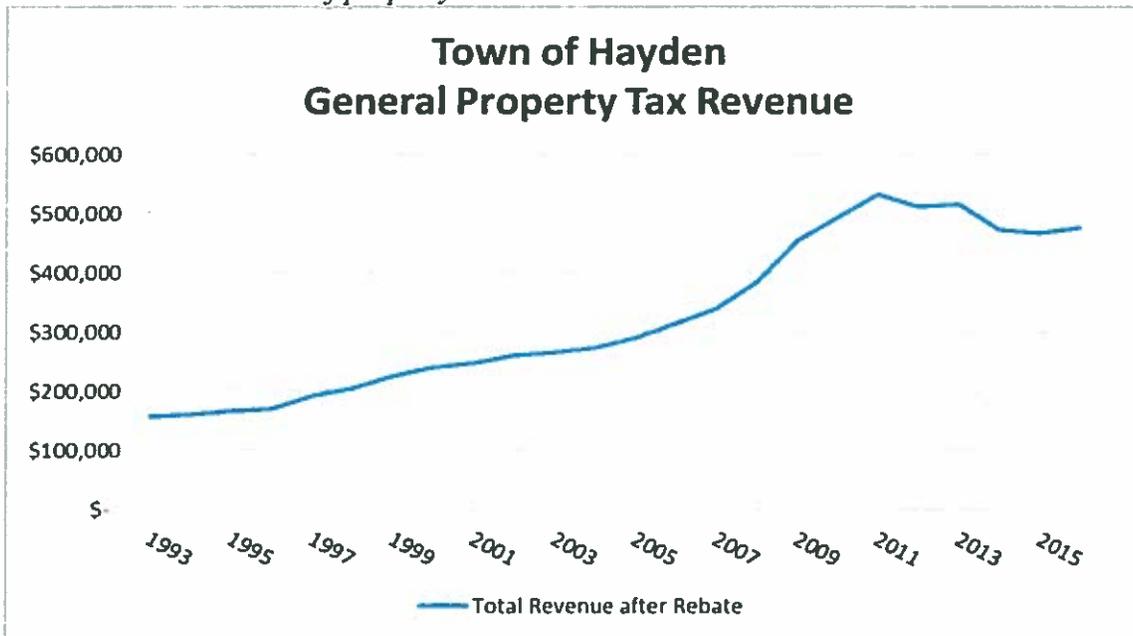
CAN THIS ITEM BE RESCHEDULED: No

BACKGROUND REVIEW:

During the 2016 Budget process, discussion was held about whether the Town should seek approval from the taxpayers on the question of increasing either the sales tax from 4% to 4.5 % or increasing the Mill Levy or both.

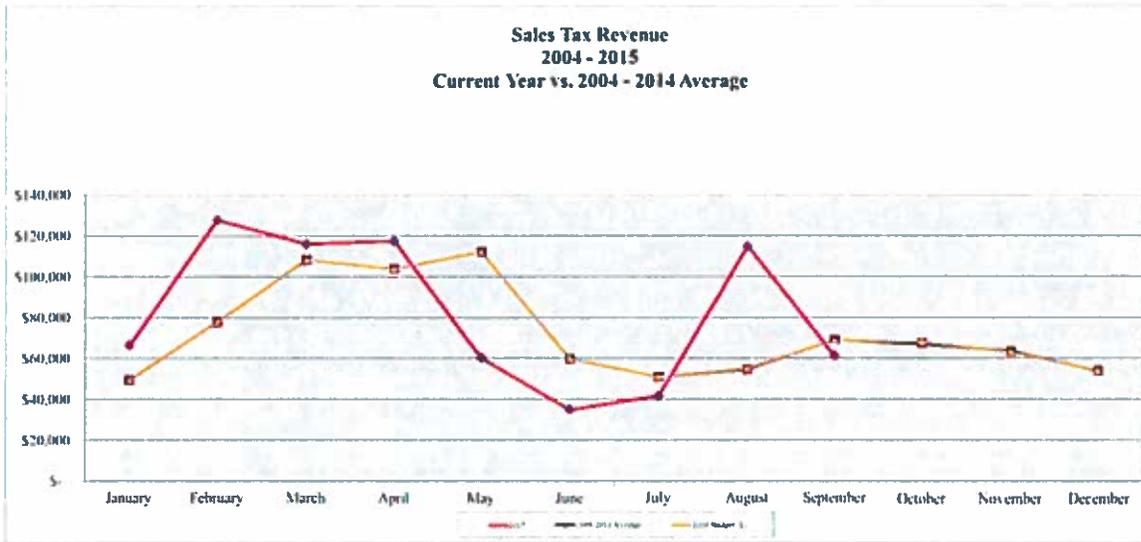
Below is a synopsis of the information provided to Council during those budget discussions for review:

- 1. The rise in property taxes from 2014 to 2015 projected year-end follows a decline in property taxes since 2011 of approximately \$55,639. A property tax increase of 11.7% would be required to raise revenues to the 2011 level. Since the Town's mill levy has not increased in over 25 years the amount of property tax revenue has increased over time due to increased valuation of property in the Town.*





Sales tax revenue projections for 2015 indicate the Town will receive approximately -2% when compared to 2014. The projection for 2016 is to receive the same amount of sales tax revenue that the Town is projected to receive in 2015. Using a four-year average of sales tax revenues to project future revenue indicates an approximate \$90,000 reduction in 2017 and 2018.



Suggestions to improve the budget projections:

1. The Town Council should carefully review the budget and consider options.
2. An option is that the Town can meet the cost to provide services by raising taxes and not moving Federal Mineral Lease rev. An example of what that will take is below.

General Fund:	Additional Revenue		
	2016	2017	2018
Increase the sales tax by 0.5% to 4.5%	\$ -	\$ 105,349	\$ 105,349
Do not transfer the Federal Mineral Lease to the EF:	\$ 43,591	\$ 43,591	\$ 43,591
Increase property taxes by 30%:	\$ -	\$ 150,000	\$ 150,000

Note: tax increases require voter approval and the Federal Mineral Lease revenue, while shown at a flat rate, actually varies greatly from year-to-year.

3. An option is to increase revenue projections.



- a. *Project sales tax revenues less conservatively. Sales taxes have increased in each of the last three budget years. The projections for 2017 and 2018 will fall approximately \$90,000 each year due to using the prior four years to project revenue. The method used for this budget has been relatively accurate.*
- b. *If people start building homes in Hayden the amount of Use Tax and tap fees will increase. However, there is no data available to sustain a significant increase in this revenue source.*
4. *An option to improve the EF is to evaluate the cost of stored water once the Augmentation Plan is approved. Annually the Town spends \$32,000 to the UYWCD to store water. The cost to store water in Yamcolo Reservoir will increase in 2020.*
5. *Defer maintenance; however since this option has been used in the past further deferring maintenance is not recommended.*
6. *Increase water and/or sanitary sewer tap fees. The Town will conduct a rate study in 2016 and we anticipate that study being completed in August 2016. If there is a wave of new housing development in 2016 and permits are pulled prior to adoption of new tap fees the Town may lose out on an opportunity to collect these additional tap fees. (Done in 2016)*

The general election in November requires that TABOR and Ballot questions, notices and requirements need to be submitted by June in order to be included in the regular election.

RECOMMENDATION: Staff is seeking direction from Council as to the following:

1. Does the Council wish either of the tax increase items on the November 2016 Ballot?
2. If the Council so directs staff to proceed with a TABOR Ballot Issue which one or both?

MANAGER'S RECOMMENDATION/COMMENTS:

I concur with the above recommendation.

