

**TOWN OF YAMPA  
TOWN BOARD AGENDA  
May 6, 2026 – 6:00 pm**

To the Town Board of Yampa and to all Other Persons to whom it may concern:

Notice is hereby given that a Regular Yampa Town Board Meeting will be held on **Wednesday, May 6, 2026 beginning at 6:00 pm** in the Upstairs Board Room at Crossan's/Town Hall, 101 Main St., Yampa, CO. Agenda is subject to change up to 24 hours prior to the scheduled meeting.

Join Zoom Meeting  
<https://us06web.zoom.us/j/87279221896>  
Meeting ID: 872 7922 1896  
Join with Phone  
+17193594580,,87279221896# US

**5:55 PM: Prior to the meeting being called to order, the Town Administrator/Clerk will administer the Oath of Offices to the Mayor and Trustees elected at the April 7, 2026 Regular Election**

1. **Call to Order**
  - a. Roll Call
  - b. Pledge of Allegiance
2. **Audience Participation (5 Minutes)**

Please limit comments to 5 minutes. The Town Board will take comments under consideration but will not make any decision or take any action at this time. Anyone who would like to address the Town Board concerning any agenda item will be given the opportunity to speak for up to 5 minutes on that item.
3. **Resolution 2026-13 – Appointment of Town Officials (5 Minutes)**

Review and consideration for approval and authorization to sign Resolution 2026-13, A Resolution Appointing the Town Administrator/Clerk, Treasurer and Town Attorney in accordance with CRS § 31-4-304 and Municipal Judge in accordance with CRS § 13-10-105 Subsequent to the Regular Municipal Election
4. **Mayor Pro Tem Appointment (5 Minutes)**

Nomination and approval of appointment of Mayor Pro Tem pursuant to CRS §31-4-303(3)
5. **CDBG Post Award Public Hearing – Wastewater Facilities Design & Engineering - \$600,000 Grant (10 Minutes)**

Public Hearing for the purpose of allowing citizens to review and comment on the performance of the Town of Yampa in carrying out the design and engineering of the Town's wastewater system facilities financed with Community Development Block Grant funds provided by the State of Colorado
6. **Norris Design – 2023 Comprehensive Plan Community Engagement (10 Minutes)**

Review and consideration for approval and authorization to sign an Agreement for Professional Services between the Town of Yampa and Norris Design for 2023 Comprehensive Plan Community Engagement services in the amount not to exceed \$2,550
7. **Resolution 2026-14 – Bank of San Juan Account Signers (5 Minutes)**

Review, Discussion, and Consideration to Approve and Sign Resolution 2026-14, A Resolution of the Town of Yampa, Colorado Board of Trustees Delegating Authority to the Town Administrator/Clerk, Mayor and Mayor Pro-Tem to Act as Signers on All Bank of the San Juans' Town Accounts
8. **Resolution 2026-16 – Vectra Bank Account Signers (5 Minutes)**

Review, Discussion, and Consideration to Approve and Sign Resolution 2026-16, A Resolution of the Town of Yampa, Colorado Board of Trustees Delegating Authority to the Town Administrator/Clerk, Mayor and Mayor Pro-Tem to Act as Signers on Vectra Bank Town Accounts
9. **Resolution 2026-15 – South Routt Library District Board Member Appointment (5 Minutes)**

Review, Discussion, and Consideration to Approve and Sign Resolution 2026-15, A Resolution Appointing a Member to the South Routt Library District Board of Trustees
10. **Consent Agenda (5 Minutes)**
  - a. Approval of April 15, 2026, Regular Meeting Minutes
11. **Staff and Board Member Reports/Updates (20 Minutes)**
  - a. Committee and meeting reports from Staff and Board Members
12. **Scheduled Meeting/Work Sessions (5 Minutes)**
  - b. Town Board and other requests for Agenda Items
    - i. May 20, 2026 @ 6:00 pm – Town Board Regular Meeting
    - ii. June 3, 2026 @ 6:00 pm – Town Board Regular Meeting
    - iii. May 27, 2026 @ 6:30 pm – Planning Commission Meeting
13. **Adjournment**

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  - b. Town Board and other requests for Agenda Items
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    - ii. June 3, 2026 @ 6:00 pm – Town Board Regular Meeting
    - iii. May 27, 2026 @ 6:30 pm – Planning Commission Meeting
13. **Adjournment**

**TOWN OF YAMPA**  
**RESOLUTION 2026-13**

**A RESOLUTION APPOINTING THE TOWN ADMINISTRATOR/CLERK, TREASURER AND TOWN ATTORNEY IN ACCORDANCE WITH CRS § 31-4-304 AND THE MUNICIPAL JUDGE IN ACCORDANCE WITH CRS § 13-10-105 SUBSEQUENT TO THE REGULAR MUNICIPAL ELECTION**

**WHEREAS**, CRS § 31-4-304 provides that, after each regular election, the Board of Trustees shall appoint a clerk, treasurer, and town attorney; and

**WHEREAS**, CRS § 13-10-105 provides that the governing body shall appoint a municipal judge for a specified term of not less than two years and who may be reappointed for a subsequent term; and

**WHEREAS**, the Town Administrator/Clerk, Treasurer, Town Attorney and Municipal Judge desire appointment or reappointment to their positions.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF YAMPA, COLORADO:**

Section 1. Sheila Symons is hereby appointed Town Administrator/Clerk, Mary Alice Page-Allen is hereby appointed Treasurer, and Robert Weiss is hereby appointed Town Attorney pursuant to CRS § 31-4-304.

Section 2. Jessica Ryan is hereby appointed Municipal Judge pursuant to CRS § 13-10-105.

Section 3. The appointments shall take effect immediately.

**PASSED, ADOPTED AND APPROVED THIS 6<sup>th</sup> DAY OF MAY, 2026.**

\_\_\_\_\_  
Stacey Geilert, Mayor

Attest:

\_\_\_\_\_  
Sheila Symons  
Town Administrator/Clerk



*Town of Yampa*

**Town Board Agenda Item**

**Meeting Date:** May 6, 2026

**Agenda Item Title:** **CDBG Post Award Public Hearing – Wastewater Facilities Design & Engineering - \$600,000 Grant**

Public Hearing for the purpose of allowing citizens to review and comment on the performance of the Town of Yampa in carrying out the design and engineering of the Town’s wastewater system facilities financed with Community Development Block Grant funds provided by the State of Colorado

**Presented by:** Mary Alice Page-Allen, Treasurer/Planner

**Background:** The Town was awarded a total of \$600,000 in CDBG grant funding to complete the design and engineering work related to the Town’s wastewater collection and treatment facilities in 2023. The original budget of \$750,000 submitted with the CDBG grant application anticipated the use of \$150,000 of the grant provided by Routt County as the matching funds. Only a minimal amount of the Routt County funds were needed to complete this work as the Town was able to leverage Colorado Rural Water & Power Development Authority (CRW&PDA) grant funding to support the efforts and the work to-date has been under the anticipated budget allocation for the project. The funding breakdown under this facet of the wastewater facilities project is broken down as follows:

|                          |                  |
|--------------------------|------------------|
| CDBG Grant Funds         | \$600,000        |
| CRW&PDA Grant Funds      | \$ 66,855        |
| Routt County Grant Funds | \$ 3,196         |
| <b>Total</b>             | <b>\$670,051</b> |

These grant funds were used during the collection system work for design, engineering and construction engineering oversight. Concurrently, we saw the design and engineering work undertaken and completed for the treatment plant work as well as the construction bidding and contracting oversight for the plant. The work completed under the CDBG grant award enabled the Town to leverage a multitude of funding sources, e.g. EIAF, USDA, Routt County, Town 2% sales tax increase, and to complete the design, engineering and construction management wastewater facilities work in an economical and efficient manner.

The remaining Routt County grant funds, due to their ability to be used for any purpose related to the wastewater facilities project, have now been allocated to the wastewater treatment plant project.



*Town of Yampa*

**Town Board Agenda Item**

**Meeting Date:** May 6, 2026

**Agenda Item Title:** **Norris Design – 2023 Comprehensive Plan Community Engagement**  
Review, discussion and consideration for approval and authorize to sign an Agreement for Professional Services between the Town of Yampa and Norris Design for 2023 Comprehensive Plan Community Engagement services in the amount not to exceed \$2,550

**Presented by:** Mary Alice Page-Allen, Treasurer/Planner

**Attachments:** Professional Services Agreement w/Attached Exhibit A Proposal

**Background:** In discussion with the Planning Commission, it was proposed to reach out on the 3<sup>rd</sup> Anniversary of the adoption of the 2023 Yampa Comprehensive Plan and have a discussion with interested members of the community about what has happened since, what is happening now, and what is planned for the future. As well, it would be valuable to ask about what's missing, what should be re-prioritized and what tasks may no longer be viable or valid.

Staff reached out to Norris Design to assist with organizing, pulling together relevant information, and reporting on the information gathered at the proposed Community Engagement Meeting scheduled for June 24<sup>th</sup>. It is expected that the same "protocols" will be followed to invite the community's participation including mailed postcards, social media and newsletter outreach. As was done during the Comp Plan's development, dinner will be provided as this leverages folks' participation during the early evening hours.

**Recommendation:** That the Town Board approve and authorize the signing of an Agreement for Professional Services between the Town of Yampa and Norris Design for 2023 Comprehensive Plan Community Engagement services in the amount not to exceed \$2,550



**Town of Yampa**  
101 Main Street  
PO Box 224  
Yampa, CO 80483  
(970) 638-4511  
[clerk@townofyampa.com](mailto:clerk@townofyampa.com)

### **AGREEMENT FOR PROFESSIONAL SERVICES**

This **AGREEMENT FOR PROFESSIONAL SERVICES** is made effective the \_\_\_\_\_ day of \_\_\_\_\_, 2026 between the TOWN OF YAMPA, a Colorado statutory municipality corporation ("Town"), and Norris Design ("Consultant").

#### **WITNESSETH:**

In consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Scope of Agreement.** Consultant agrees to provide consulting services, as more fully identified in the attached exhibit, and any work orders subsequently authorized by, and for the Town of Yampa, Colorado.
2. **Consideration.** The Town agrees to compensate Consultant for its fees and services in an amount as established within the Professional's submittal for the scope of work attached, and work orders subsequently authorized (the "Work"). Work shall be performed based on the scope and compensated on the basis of time and expenses (Rate Schedule) identified in Exhibit A unless otherwise authorized. Consultant may adjust its rates annually, consistent with its standard rates charged to other clients for similar work with a cap of 3% increase per year unless negotiated in advance with the Town. All work shall be approved by the Town prior to incurring costs on a project. The Town shall pay amounts due pursuant to the scope of work, or any work orders subsequently authorized, within 30 days of the Town's receipt of an invoice delivered by Consultant. In the event the Town fails to pay amounts owed within 30 days of its receipt of an invoice, the outstanding amounts owed pursuant to such invoice will accrue interest at a rate of the lesser of 18% per annum and the greatest amount allowable under applicable local, state and federal law.
3. **Term and Renewal.** This Agreement shall be effective as of the date of its execution by both parties and shall extend through August 31, 2026, with the option to renew in additional four month periods, unless earlier terminated pursuant to paragraph 13, subject to and conditioned upon annual budgeting by the Town for Consultant's services pursuant to Section 10, below. Should the Town fail to budget for Consultant's services in

any budget year, then this Agreement shall not renew and shall automatically terminate. This Agreement may also be terminated at any time pursuant to Section 13, below.

4. Non-Exclusive. This Agreement shall not be deemed to be an exclusive agreement. From time to time, the Town, at its sole discretion, may contract with firms other than the Consultant to provide services similar to or related to those offered by the Consultant.
5. Data and Final Product. All data that is produced and finalized by consultant firm for this project will be transferred to Town at the end of the contract including all renderings, AutoCAD files, images, or any data that is finalized by consultant for the Town.
6. Status. Consultant is an independent consultant and shall not be considered an employee of the Town for any purpose.
7. Standard of Care. The standard of care applicable to Consultant's services will be in accord with a manner that is consistent with the level of care and skill exercised by professionals in the same discipline practicing in Colorado. Consultant will re-perform any services not meeting this standard without additional compensation.
8. Indemnity. Consultant shall hold harmless and indemnify the Town from and against any damages awarded against the Town, or incurred by the Town in defense of any claim (including reasonable attorneys' fees, costs or expert witness fees), Consultant's or its sub-consultants, and their respective officers, employees and agents' performance of its obligations under this Contract.
9. Insurance. Consultant and any sub-consultants shall maintain workers' compensation, automotive liability, and general liability insurance coverage with at least the following minimum limits: General Liability - \$1,000,000 per occurrence/\$2,000,000 Aggregate; Automobile - \$1,000,000 combined single limit, with a Hired & Non-owned Auto clause; Workers Compensation — Colorado State Statutory Limits. Consultant shall also maintain professional liability insurance with coverage limits of \*\*\$1,000,000 per occurrence/\$1,000,000 Aggregate\*\*. The Town and its employees shall be named as an additional insured under the general liability policy, which shall specifically insure Consultant's indemnity obligations pursuant to the preceding Section 7, above. Every policy required above shall be primary insurance, shall contain a waiver of subrogation provision against the Town and its, officers, employees and agents, and any insurance carried by the Town, its officers, or employees, or agents shall be excess and not contributory insurance to that provided by the Consultant. The additional insured endorsement shall not contain exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under each of the policies required above. Certificates of insurance shall be completed by the Consultant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. Each certificate shall provide that the

coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of this Agreement upon which the Town may immediately terminate the Agreement, or at its discretion may procure or renew any such policy or an extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town. The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$387,000 per person and \$1,093,000 per occurrence) or any other rights immunities and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Town, its officers or employees.

10. Governmental Immunity/TABOR. Nothing herein shall be interpreted as a waiver of governmental immunity, to which the Town would otherwise be entitled under § 24-10-101, et seq., C.R.S., as amended. This contract is also contingent upon annual budgeting by the Town of Yampa and nothing in this contract shall be construed as a multi-year financial obligation of the Town.
11. Immigration Compliance. The Consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract nor contract with any subconsultant that fails to certify to the consultant that the subconsultant shall not knowingly employ or contract with an illegal alien to perform work under this contract.

The Consultant has verified or attempted to verify through participation in the E-Verify Program that the Consultant 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 Consultant 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 consultant is accepted or this contract has been completed, whichever is earlier. The Consultant 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 Consultant obtains actual knowledge that a subconsultant performing work under this contract knowingly employs or contracts with an illegal alien, the consultant shall

notify the subconsultant and the Town within three days that the Consultant has actual knowledge that the subconsultant is employing or contracting with an illegal alien; and terminate the subcontract with the subconsultant if within three days of receiving the notice required pursuant to this paragraph, the subconsultant does not stop employing or contracting with the illegal alien. The Consultant shall not terminate the contract with the subconsultant if during such three days the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with an illegal alien.

The Consultant 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).

12. Employees, Subcontractors and Assignees. The providing of professional services required under paragraph 1 of this Agreement shall be the responsibility of Consultant. Consultant may employ or subcontract with additional persons to assist in the performance of this Agreement. Supervision and payment of any such persons shall be the sole and exclusive responsibility of Consultant. Notwithstanding the foregoing, however, this Agreement shall not be assigned by Consultant to a third party without the prior express written consent of the Town.
13. Termination. At any time the Town may terminate this Agreement effective immediately upon the delivery of written notice to Consultant. In the event of any such termination, the Town shall pay Consultant for monies owing through the date of termination, Consultant may terminate this Agreement if the Town fails to make any payments when due or otherwise fails to perform or fulfill any obligation under this Agreement. In the event of any such termination, the Town shall pay Consultant for monies owing through the date of termination.
14. Agreement Administration and Notice. For purposes of administering this Agreement, the Town Council hereby appoints the Town Administrator/Clerk to represent the Town in carrying out the purposes and intent of this Agreement. Any notices required to be given pursuant to this Agreement shall be delivered as follows:

To the Town:                   Sheila Symons, Town Administrator/Clerk  
Town of Yampa  
PO Box 224  
101 Main Street  
Yampa, CO 80483

Copy to:                         Bob Weiss, Town of Yampa Attorney  
Weiss & Van Scoyk LLP  
1625 Mid Valley Dr. Suite 1-PMB 82  
Steamboat Springs, CO 80487

To the Consultant: Elena Scott, Principal  
Norris Design  
PO Box 2320  
409 East Main Street  
Frisco, CO 80443

15. Responsibilities. Consultant shall be responsible for all damages to persons or property caused by the Consultant, its agents, employees or sub consultants, to the extent caused by its negligent acts, errors and omissions hereunder.
16. Entire Agreement. This Agreement constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the written mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.
17. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Exclusive venue for any action instituted pursuant to this agreement shall lie in Routt County, Colorado.
18. Force Majeure. Consultant shall not be responsible for any time delays caused by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Consultant's control.
19. Authority. Each person signing this Agreement represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.
20. Attorneys' Fees. Should this Agreement become the subject of litigation between the Town and Consultant, the substantially prevailing party shall be entitled to recovery of reasonable costs, expert witness fees and attorney fees incurred in connection with such litigation. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

[Signatures on next page]

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands this \_\_\_\_ day  
of \_\_\_\_\_, 2026.

**TOWN OF YAMPA**  
a Colorado statutory municipality

By: \_\_\_\_\_  
Stacey Geilert, Mayor

**ATTEST:**

\_\_\_\_\_  
Sheila Symons, Town Administrator/Clerk

**NORRIS DESIGN**

By: \_\_\_\_\_  
Elena Scott, Principal

**Exhibit A**  
**SCOPE OF WORK**

The Scope of this Agreement for Professional Services is planned to consist of the types of tasks listed in the attached Proposal from the Consultant dated April 16, 2026. Specific direction will be provided by the Town prior to the execution of each task. Miscellaneous tasks directed by the Town will be performed under this Agreement on the basis of time and expenses not to exceed a cumulative total pre-authorized by the Town Clerk.



April 16, 2026

Mary Alice Page-Allen, Planner/Treasurer  
Town of Yampa  
101 Main Street, PO Box 224  
Yampa, CO 80483  
[planner@townofyampa.com](mailto:planner@townofyampa.com)

## **YAMPA COMPREHENSIVE PLAN – 3 YEAR ANNIVERSARY COMMUNITY CONVERSATION**

(Town of Yampa, Colorado)

### **PROJECT DESCRIPTION**

The Yampa Comprehensive Plan was adopted in July 2023 and the Town seeks to engage the community in a conversation about Plan implementation this summer, around the 3-year anniversary of the Plan's adoption. At the request of the Town, Norris Design will provide professional planning services to facilitate a community meeting on June 24, 2026 in the Town of Yampa. The community meeting will provide an opportunity to talk with community members about the Yampa Comprehensive Plan, highlight the Plan implementation efforts that have taken place over the past 3 years, and gather community input on desired direction moving forward. The scope of work includes Norris Design attending and facilitating the June 24<sup>th</sup> community meeting, preparing all meeting materials, and compiling a meeting summary to document the community input received.

### **SCOPE OF WORK**

#### **TASK 1 – COMMUNITY MEETING PREPARATION**

Norris Design will work collaboratively with Town Staff to prepare all materials needed for the June 24<sup>th</sup> community meeting.

Task includes:

1. One (1) meeting with Town Staff to finalize the project plan and schedule and gather information needed to prepare the meeting materials.
2. Prepare advertising materials for the community meeting, for distribution by Town Staff. This includes a postcard, flyer, and content to be published in the Town's newsletter, website, social media, etc.
3. Prepare community meeting materials, including display boards to:
  - Summarize the Yampa Comprehensive Plan key recommendations
  - Highlight plan implementation strategies completed and in progress
  - Gather community feedback and suggestions to guide Town priorities for continued plan implementation in the years ahead

Deliverables include:

- A. Project plan and schedule
- B. Community meeting advertising materials for distribution by the Town
- C. Community meeting materials (e.g., display boards and community input gathering tools)



## **TASK 2 – COMMUNITY MEETING ATTENDANCE AND FACILITATION**

Norris Design will attend and facilitate the June 24<sup>th</sup> community meeting, with meeting materials prepared during Task 1.

Task includes:

1. Attend and facilitate one (1) community meeting on June 24, 2026, in collaboration with Town Staff
2. Roundtrip travel from Frisco to Yampa, CO, meeting setup and cleanup

Deliverables include:

- A. Community meeting materials (e.g., display boards and community input gathering tools)

## **TASK 3 – COMMUNITY MEETING SUMMARY**

Norris Design will prepare a meeting summary memo to document the community meeting and the feedback and input received.

Task includes:

1. Prepare community meeting summary memo for use by the Town

Deliverables include:

- A. Meeting summary memo

## **ASSUMPTIONS**

The Client will provide Norris Design with the following information or services as required for performance of the work outlined in the “Scope of Services” section of this proposal. Should Norris Design be required to provide services in obtaining or coordinating compilation of this information, such services will be negotiated under a change order, signed by an authorized representative of Norris Design and the Client.

1. Documented status of the Yampa Comprehensive Plan implementation strategies completed and in progress since the Plan adoption in July 2023.

Norris Design will not be responsible for information provided to Norris Design by the Client or other project team members or 3<sup>rd</sup> parties not subcontracted by Norris Design. Norris Design assumes no responsibility for the accuracy of such information or services and will not be liable for errors or omissions therein unless specifically contracted to review and verify the accuracy of such information under a written scope of services signed by an authorized representative of Norris Design.

## **EXCLUSIONS**

All specific deliverables for this project are identified within the Scope of Services. The following information is not a part of this proposal and must be provided under a separate agreement or separately negotiated under a change order, signed by an authorized representative of Norris Design and the Client.

1. Graphics (other than those identified within this agreement)



## SCHEDULE

Any project schedule(s) included in this proposal will only be used to guide the project team during the process based on the best information available to the project team. Milestone dates on the project schedule will be identified as goals for the project team to attain. Periodic changes to the schedule are typical and should be anticipated by the Client. Norris Design does not guarantee that specific dates on the schedule will be met.

This proposal is based on the understanding that the Client will proceed with the project in an expeditious manner from acceptance of this proposal and the terms and conditions attached hereto as Schedule 1 (the "Terms and Conditions"). If the project start is delayed or goes on hold for more than sixty (60) days from the start of work, the standard hourly rates and/or total fee may be subject to change, and Norris Design may terminate this proposal and the Terms and Conditions.

## FEES AND EXPENSES

|   |                |
|---|----------------|
| Task 01 – Meeting Preparation                 | \$1,500        |
| Task 02 – Meeting Attendance and Facilitation | \$750          |
| Task 03 – Meeting Summary                     | \$300          |
| <b>TOTAL</b>                                  | <b>\$2,550</b> |

- A. Contract Type
  - a. Task Dependent/Mixed – Each task above will have a defined contract type
- B. Norris Design will invoice monthly based on the contract type described above (A.).
- C. Expenses, including but not limited to printing costs, travel, and other miscellaneous project costs will be billed in addition to the fees at cost plus ten percent (10%). Mileage will be reimbursed at the Federal Government allowable rate.
- D. Revisions exceeding Minor Revisions (defined as any revision requiring less than twenty-five percent (25%) of the original time spent on a drawing, document, or total task item), additional tasks, or any increases or changes to the Scope of Services outlined above requested by the Client will require a written change order or will be billed at Norris Design's then-current hourly rates.

## HOURLY RATES

|                     |                          |
|---------------------|--------------------------|
| Principal           | \$185.00 - \$285.00/Hour |
| Senior Staff Member | \$125.00 - \$190.00/Hour |
| Staff Member        | \$ 95.00 - \$130.00/Hour |
| Clerical            | \$ 75.00 - \$100.00/Hour |

**[SIGNATURE PAGE FOLLOWS]**



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## AGREEMENT AND SIGNATURE

Norris Design will provide the services described within the Scope of Services as identified in this proposal. The services and this proposal will be subject to and governed by in all respects to the Terms and Conditions. The Client understands and agrees that the Client’s signature below constitutes a valid and binding agreement to this proposal and the Terms and Conditions.

If this proposal and the Terms and Conditions are acceptable, please sign via electronic signature. We look forward to working with you on this project.

### NORRIS DESIGN, INC.

---

Name: Elena Scott

---

Title: Principal

---

Date: 4/16/26

### TOWN OF YAMPA, CO

---

Name: Mary Alice Page-Allen

---

Title: Planner / Treasurer

---

Date:



## NORRIS DESIGN TERMS AND CONDITIONS

1. GENERAL; DURATION OF PROPOSAL; TERM. Consultant's provision of services to Client (the "Services") is subject to Consultant's written proposal or other statement of work ("Proposal") and these terms and conditions ("Terms") (the Proposal and Terms are collectively called "Contract"). Any other terms or conditions proposed by Client (written or verbal) are rejected and shall be of no effect nor in any circumstances binding upon Consultant unless specifically agreed to in writing by Consultant's authorized representative. Client shall be deemed to have accepted and agreed to all Terms contained in this Contract upon the earlier of acknowledgement of this Contract or acceptance of any part of the Services. Unless otherwise specified in the Proposal, the term of this Contract shall commence on the commencement of the Services and will continue for a period of twelve (12) months unless sooner terminated as provided in this Paragraph 1. This Contract shall automatically renew for successive one (1) year periods; provided, however, either party may terminate this Contract: (a) in the event of a material breach by the other party that is not cured within seven (7) days after written notice of such breach; or (b) for any reason upon thirty (30) days' advance notice to the other party.

2. INDEPENDENT CONTRACTOR; CLIENT DUTIES. Consultant is an independent contractor. Consultant shall not, for any purpose, be deemed an agent, employee, partner or legal representative of Client. In addition to any other responsibilities set forth in the Proposal, Client shall: (a) timely furnish or cause to be furnished to Consultant all documents and information known to Client required by Consultant for performance of its Services, upon which documents and information Consultant may rely, and examine and respond promptly to Consultant's submissions; (b) not interfere or impair Consultant from performing the Services; (c) designate a person to act with authority on Client's behalf with respect to all aspects of the project; (d) give prompt written notice to Consultant if Client is aware of any alleged deficiency in the Services; and (e) comply with any other requirements set forth in the Proposal, including insuring quality control and inspection of the supply of any raw materials provided by Client or its agents to be incorporated in the Deliverables (defined herein). Client shall be fully responsible for compliance with all applicable laws relating to the operation of its business.

3. CONFIDENTIALITY. Each of Client and Consultant shall maintain as confidential and not disclose to others without the disclosing party's prior written consent all information obtained from such disclosing party that was not otherwise previously known to the receiving party and which the disclosing party conspicuously identifies or marks as "CONFIDENTIAL." The foregoing shall not apply to information that: (1) is or comes into the public domain without breach of this Agreement or at the receiving party's request in furtherance of the Services; (2) is furnished by or obtained from a third party who is under no obligation to keep the information confidential; or (3) is required to be disclosed by law or order of a court, administrative agency, or other authority with proper jurisdiction. Subject to the foregoing, any information, suggestions, or ideas transmitted by the disclosing party to the receiving party in connection with the performance of this Contract shall not be regarded as secret or submitted in confidence, except as may be otherwise provided in writing.

4. DELIVERABLES. All documents, including drawings, plans, and specifications prepared or furnished by Consultant are instruments of service in respect of the project ("Deliverables"). Client may use

the Deliverables as set forth in the Proposal subject to the Consultant's receipt of the compensation agreed upon in the Proposal and the terms set forth in this Contract. Further, Consultant shall retain ownership of its typical or standard design details, instructions, and specifications that are used by Consultant in the ordinary course of Consultant's business (the "Standard Details"). Consultant hereby grants to Client a non-exclusive, transferable, irrevocable, and royalty-free license to use and copy the Standard Details to the limited extent necessary for Client to exercise those rights in and to the Deliverables granted hereunder. Client shall not use in any manner whatsoever the trademarks or trade names of Consultant without Consultant's prior written consent. Consultant may utilize any Deliverables for marketing and promotional purposes. Client shall use Deliverables solely for their intended purpose. Client shall not permit the use of Deliverables on other projects, or assign, license or transfer Deliverables to any third party without Consultant's prior written consent. Any reuse or adaptation by Client other than for the use intended without Consultant's written consent and release is prohibited. For example, preliminary level designs may not be utilized for entitlement documents, and entitlement level documents may not be utilized for construction. Revisions to construction documents prepared by Consultant may not be made by Client or any third party. Consultant may supply single layered graphics files and videos for Client's use and may retain the layered files and 3D models. If Client requests any such documentation after completion of the project, Consultant may charge for the time it spends processing such request on a time and materials basis, including, but not limited to, all costs for responding to any legal subpoenas for disputes in which Client is involved. Upon Consultant's request, Client shall return any Deliverables or documents whether possessed by Client, municipal governments, or other third-party entities if invoices are not paid in full.

5. FORCE MAJEURE EVENT. Delivery dates, project deadlines, and schedules are good faith estimates only, are based upon prompt receipt of all necessary information from Client, and are subject to assumptions and qualifications set forth in the Proposal. Consultant shall not be liable for delays in delivery or performance, or failure to deliver or perform, due to causes beyond its control, including without limitation acts of God or of the Client; acts of civil or military authority; acts of terrorism; governmental priorities; power outages; strikes or other labor disturbances; fires, floods, epidemics, quarantine restrictions, war or riot; delays in transportation; inability to obtain necessary labor, materials, components, services, manufacturing facilities; or any other commercial impracticability. In the event of any such delay, the delivery or performance shall be extended by the time lost due to the delay.

6. FEES. Client shall pay Consultant the fees and expenses stated in the applicable Proposal, including the retainer (if applicable), which shall be paid by Client prior to the commencement of the Services and applied to the balance of any outstanding invoices upon the completion of the Services. Consultant may revise its rates annually.

7. PAYMENT. Payment will not be subject to the approval of the project and/or the cash flow status of the Client. Non-payment of any invoice over thirty (30) days constitutes Client's breach, and, in such event, in addition to any and all remedies available at law or in equity, Consultant may stop services until the account is brought current, charge interest on overdue amounts at the rate of one and one-half (1.5%) percent per month (or eighteen (18%) percent per year) or the highest amount allowed by law (whichever is less), recover any reasonable direct costs associated with demobilization, and/or change any credit terms provided or require prepayment on future orders. If Consultant retains a collection agency and/or attorney to collect overdue



amounts, all collection costs, including attorney's fees and court costs, shall be paid by Client. Any order for Services by Client shall constitute a representation and warranty that Client is solvent and able to satisfy its debts as they become due and owing. Upon Consultant's request, Client shall promptly furnish to Consultant on a confidential basis sufficient evidence of its solvency.

8. **CHANGE ORDERS/ADDITIONAL SERVICES.** The parties may agree in writing to a change or addition in the scope of Services. As soon as reasonably practicable following Client's request for such changes or additions, Consultant shall provide a revised or new scope of work, Deliverables, schedule, and price (a "Change Order"). Change Orders/Additional Services shall be issued by Consultant in the event: (a) the Parties reach agreement in response to a request by either Party for a change or addition in Services; (b) as a result of a Force Majeure event, as described in paragraph 5, that causes Consultant to incur additional costs and/or requires additional time for completion of the Services; and/or (c) any request made by the Client to vary, waive, or modify existing code requirements. A Change Order/Additional Services request by Consultant shall be deemed accepted unless Client notifies Consultant within five (5) days in writing that such Change Order/Additional Services request has been rejected. If the Change Order/Additional Services request by Consultant is rejected by Client, Consultant shall have the right to terminate this Contract and stop performance, and Client shall promptly pay all compensation then due for all Services performed as of the date of such termination. If the parties agree upon all terms and conditions, except price, a Change Order shall be issued, and Consultant shall perform the Services on a time and material basis pursuant to Consultant's then current standard hourly rates.

9. **STANDARD OF CARE; LIMITED WARRANTY; DISCLAIMER.** Consultant will perform the Services in accordance with the standard of care used by reasonable persons of the industry practicing under similar circumstances ("Limited Warranty"). Except as otherwise provided in the Proposal, the Limited Warranty shall expire one (1) year from the substantial completion of the project. All estimates, recommendations, opinions, and decisions of Consultant will be made upon the basis of the information actually known and available to Consultant and based upon Consultant's experience, technical qualifications, and professional judgment. Any such opinions, recommendations and opinions are not a guarantee or warranty as to a specific outcome or result. **CONSULTANT EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER WARRANTIES ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, SHALL CONSULTANT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES** including, but not limited to, loss of profits or revenues; damage or loss of use of the Services or any associated equipment, components, goods, services, systems, operations; cost of capital; cost of substitute products, facilities, services, or replacement power; recall costs of whatsoever kind; down time costs; claims of Client's customers for such damages that were in any way derived or resulted from the use or nonuse of any Services recommendations, data, services, or analysis performed or delivered by Consultant in connection with this Contract. Client's sole remedy and **Consultant's maximum liability to Client for any and all loss or damage hereunder, whether as a result of breach of contract, warranty, tort (including**

**negligence and strict liability) or otherwise, and arising out of or resulting from this Contract, or from its performance or breach, or from the Services furnished under this Contract, shall be limited in Consultant's sole discretion to the repair, replacement or re-performance of the delivered Services or refund of the actual price paid by Client for the specific Services that gave rise to the claim.** Any such liability shall terminate upon the expiration of the Limited Warranty and no action, regardless of form, arising out of or in any way connected with the Services of Consultant shall be brought by Client no later than one (1) year after the cause of action has accrued. If Consultant furnishes Client with advice or other assistance that concerns any Services supplied hereunder or any system or equipment in which any such Services may be inserted and which is not required pursuant to this Contract, the furnishing of such advice or assistance in gratuitous and shall not subject Consultant to any liability, whether in contract, warranty, tort (including negligence and strict liability), or otherwise. Client agrees to maintain at a minimum worker's compensation and liability insurance in amounts sufficient to protect the financial security of Client. Client shall indemnify, protect, defend, and hold harmless Consultant and its affiliates and their respective members, shareholders, officers, managers, employees and agents from and against any and all claims, losses, liabilities, damages, expenses, and costs (including reasonable attorneys' fees and court costs) related to Client's or its agents' or employees' acts or omissions, use or misuse of the Services, non-compliance with applicable laws and regulations, and Client's breach of this Contract including without limitation any bodily injury, death or property damage arising out of or relating to the Services including, but not limited to, recommendations, data, software, hardware, communications, goods, services, or analysis performed or delivered by Consultant to Client under this Contract.

10. **BRAND IDENTITY SERVICES.** As part of the Services, Consultant may develop brand identity materials for Client, including without limitation logos, word marks, color palettes, and other branding assets (collectively, "**Brand Materials**"). Consultant provides these Brand Materials based on the information supplied by Client and in reliance on Client's representations regarding its business, industry, competitors, and existing intellectual property. Consultant does not represent or warrant that the Brand Materials will be free from claims of infringement, misappropriation, or violation of any third-party intellectual property rights. Because trademark and trade dress rights arise from use, market conditions, and facts outside Consultant's control, Consultant cannot and does not guarantee the availability, registrability, or protectability of any Brand Materials. Client acknowledges and agrees that it is solely responsible for obtaining legal review of the Brand Materials, including conducting or commissioning trademark, copyright, and other intellectual property clearance searches. Client is strongly encouraged to consult with qualified legal counsel to evaluate the risk of infringement and to determine whether to pursue registration or other protections for the Brand Materials. Client shall indemnify, defend, and hold harmless Consultant and its officers, employees, and contractors from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Client's use of the Brand Materials; (b) any allegation that the Brand Materials infringe or violate the rights of any third party; or (c) Client's failure to obtain appropriate legal clearance or protection for the Brand Materials.

11. **JURISDICTION; MISCELLANEOUS.** This Contract, and any amendment hereto, shall be governed by the laws of Colorado (excluding its conflict of laws principles) and resolved in the



exclusive jurisdiction of the courts located within the State of Colorado. The parties waive the right to a trial by jury. The prevailing party in any action at law or in equity to enforce or interpret the terms of this Contract shall be entitled to reasonable attorneys' fees and costs in addition to such other relief to which it may be entitled. The Uniform Commercial Code shall not apply. This Contract may only be assigned upon written agreement of the parties. This instrument constitutes the entire and only agreement between the parties respecting the subject matter hereof, and any representation, affirmation of fact, course of prior dealings, promise, or condition in connection therewith, or usage of the trade not incorporated herein, shall not be binding on either party. No waiver, alteration, or modification of any of these terms shall be binding upon Consultant unless the same is reduced to writing and signed by Consultant's authorized representative. The invalidity, illegality, or unenforceability of any provision of this Contract shall not affect or impair the validity, legality or

enforceability of the remainder of this Contract, and to this end, the Terms are declared to be severable. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed given if delivered by certified U.S. mail, return receipt requested or by nationally recognized overnight carrier, or e-mail, with confirmation of transmission, to the parties at the addresses set forth in the Proposal. Any parent, subsidiaries or affiliates of Consultant ("Consultant Affiliates") shall be third party beneficiaries to this Contract, but Client shall look solely to Consultant for the satisfaction of any obligations and liabilities arising from this Contract. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, representatives, agents and permitted assigns. Except for permitted successors and assigns and Consultant Affiliates, this Contract shall not operate for the benefit of any third parties. Paragraphs 3, 4, 7, 8, 9, and 10 shall survive the expiration or earlier termination of this Contract.



**TOWN OF YAMPA**  
**RESOLUTION NO. 2026-14**

**A RESOLUTION OF THE TOWN OF YAMPA, COLORADO (TOWN) BOARD OF TRUSTEES DELEGATING AUTHORITY TO THE TOWN ADMINISTRATOR/CLERK, MAYOR AND MAYOR PRO-TEM TO ACT AS SIGNERS ON ALL BANK OF THE SAN JUANS' TOWN ACCOUNTS**

**WHEREAS**, the Bank of the San Juans (BSJ) is a depository of the Town of Yampa, Colorado (Town); and

**WHEREAS**, the Board of Trustees has delegated the authority to act as signers of BJS Town accounts to the Town Administrator/Clerk, Mayor and Mayor Pro-Tem as such are currently elected or appointed; and

**WHEREAS**, the Board of Trustees requires that all drafts, checks, and other instruments or orders for the payment of money drawn against the BSJ Town Account or accounts shall be signed by any two (2) of the authorized signers.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF YAMPA, COLORADO:**

Section 1. The Board of Trustees delegates the authority to act as signers on all Town of Yampa Bank of the San Juans' accounts to the Town Administrator/Clerk, Mayor, and Mayor Pro-Tem as such are currently elected or appointed.

Section 2. All drafts, checks, and other instruments or orders for the payment of money drawn against the Town of Yampa Bank of the San Juans' account shall be signed by any two (2) of the said authorized signers.

Section 3. This resolution shall take effect immediately.

**PASSED, ADOPTED, AND APPROVED** this 6<sup>th</sup> day of May, 2026.

\_\_\_\_\_  
Stacey Geilert, Mayor

Attest:

\_\_\_\_\_  
Sheila Symons  
Town Administrator/Clerk

**TOWN OF YAMPA**  
**RESOLUTION NO. 2026-16**

**A RESOLUTION OF THE TOWN OF YAMPA, COLORADO (TOWN) BOARD OF TRUSTEES DELEGATING AUTHORITY TO THE TOWN ADMINISTRATOR/CLERK, MAYOR AND MAYOR PRO-TEM TO ACT AS SIGNERS ON VECTRA BANK TOWN ACCOUNTS**

**WHEREAS**, the Vectra Bank is a depository of the Town of Yampa, Colorado (Town); and

**WHEREAS**, the Board of Trustees has delegated the authority to act as signers of Vectra Bank Town accounts to the Town Administrator/Clerk, Mayor and Mayor Pro-Tem as such are currently elected or appointed; and

**WHEREAS**, the Board of Trustees requires that all drafts, checks, and other instruments or orders for the payment of money drawn against the Vectra Bank Town Account or accounts shall be signed by any two (2) of the authorized signers.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF YAMPA, COLORADO:**

Section 1. The Board of Trustees delegates the authority to act as signers on all Town of Yampa Vectra Bank accounts to the Town Administrator/Clerk, Mayor, and Mayor Pro-Tem as such are currently elected or appointed.

Section 2. All drafts, checks, and other instruments or orders for the payment of money drawn against the Town of Yampa Vectra Bank account shall be signed by any two (2) of the said authorized signers.

Section 3. This resolution shall take effect immediately.

**PASSED, ADOPTED, AND APPROVED** this 6<sup>th</sup> day of May, 2026.

\_\_\_\_\_  
Stacey Geilert, Mayor

Attest:

\_\_\_\_\_  
Sheila Symons  
Town Administrator/Clerk

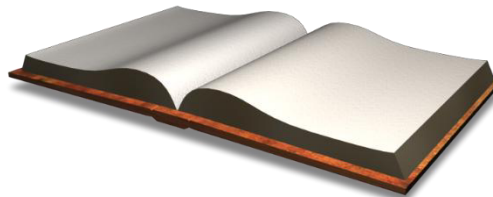
# THE SOUTH ROUTT LIBRARY DISTRICT

Post Office Box 175

Oak Creek, Colorado 80467

Phone/FAX: 970-736-8371

Email : [director@southrouttlibrary.org](mailto:director@southrouttlibrary.org)



April 22, 2026

TO: Town of Yampa, Town Board

PO Box 224

Yampa, CO 80483

Attn: Sheila Symons, Town Clerk

[clerk@townofyampa.com](mailto:clerk@townofyampa.com)

FROM: Kasey O'Halloran, President

South Routt Library District Board of Trustees

PO Box 175

Oak Creek, CO 80467

970-736-8371, [director@southrouttlibrary.org](mailto:director@southrouttlibrary.org)

Dear Sheila,

I am writing to request the Yampa Town Board's approval for the following new member appointment to the South Routt Library District Board of Trustees.

By unanimous vote of the SRLD Board of Trustees, Kathy Benjamin, a resident of South Routt, was appointed to the Board for a 5-year term beginning April 14, 2026 and ending April 14, 2031.

Please indicate the Yampa Town Board's approval of this appointment via a resolution, letter, or email to the address and/or email listed above.

Thank you,

Kasey O'Halloran, President

South Routt Library District Board of Trustees



**TOWN OF YAMPA**  
**RESOLUTION 2026-15**

**A RESOLUTION APPOINTING A MEMBER TO THE**  
**SOUTH ROUTT LIBRARY DISTRICT BOARD OF TRUSTEES**

**WHEREAS**, the management and control of the South Routt Library District is vested in a Board of not fewer than five (5) nor more than seven (7) trustees (C.R.S. 24-90-108) (1); and

**WHEREAS**, appointment of trustees shall be ratified by the legislative bodies of each of the participating governmental units upon recommendation of the Board of Trustees of the South Routt Library District (C.R.S. 24-90-108) (2) (c); and

**WHEREAS**, the legislative bodies of each participating governmental unit are the Routt County Board of Commissioners, the Yampa Town Board, the Oak Creek Town Board and the South Routt School District RE-3 Board of Directors; and

**WHEREAS**, the failure of a legislative body to act within sixty days upon a recommendation shall be considered a ratification of such appointment (C.R.S. 24-90-108) (2) (c); and

**WHEREAS**, a Trustee shall be appointed for a five-year term in accordance with the bylaws of the South Routt Library District (C.R.S. 24-90-108) (3) (a); and

**NOW THEREFORE BE IT RESOLVED** by the Board of Trustees of the Town of Yampa, Colorado:

Kathy Benjamin, a resident of South Routt, be appointed to the South Routt Library District board of Trustees for a term beginning April 14, 2026 and expiring April 14, 2031.

**APPROVED this 6<sup>th</sup> day of May, A.D., 2026.**

\_\_\_\_\_  
Stacey Geilert, Mayor

Attest:

\_\_\_\_\_  
Sheila Symons  
Town Administrator/Clerk

**TOWN OF YAMPA  
TOWN BOARD MINUTES  
April 15, 2026 – 6:00 pm**

**BOARD MEMBERS PRESENT:** Mayor Geilert, Trustee Shoptaugh, Trustee Geanious and Trustee Montgomery

**BOARD MEMBERS ABSENT:** Mayor Pro Tem Lewis

**EMPLOYEES PRESENT:** Town Administrator/Clerk Sheila Symons and Planner/Treasurer Mary Alice Page-Allen

**AUDIENCE PRESENT:**

**Online:** Jo and Ryan Parker, Larry Miller

**In-Person:** Paunita Muset, Routt County Department of Human Services; Chad Atkinson, Squire & Company PC; Jonathan Hayek; Brian Ashley; Cindy Wren; Jeff Drust; Joe Edwards; Sue Walker; Garret Mariano and Scott Weeks, Tour de Steamboat.

**1. Call to Order**

- Mayor Geilert called the meeting to order at 6:00 pm
- The Pledge of Allegiance was recited
- Roll call was taken

**2. Audience Participation**

None.

**3. 2024 Audit**

The Board received the presentation of the Town’s 2024 audit from Chad Atkinson, Squire & Company, PC. He reported that the Town received an unmodified (clean) opinion on the financial statements and highlighted the Management’s Discussion and Analysis section as a useful overview of year-to-year changes. He reviewed key fund information, noting the General Fund ended 2024 with an unassigned fund balance of \$454,528—approximately nine months of reserves, well above the recommended minimum of three months. He also explained the creation of two new funds in 2024: the Debt Service Fund and the Capital Improvement Fund, with the Debt Service Fund reflecting the first year of collections from the voter-approved 2% sales tax for wastewater improvements. Chad reviewed the Water and Sewer Funds, noting both remain in deficit positions and emphasizing the need to keep expenditures aligned with operating revenues, with rate adjustments helping to address long-standing structural imbalances. He then discussed two compliance findings carried forward from 2023: late submission of financial statements to the state and a required budget schedule missing from the adopted budget, along with the 2024 budget being submitted a few days past the deadline. He also noted that a federal single audit is underway due to federal funding levels associated with the wastewater project and that no issues are anticipated. Board members asked clarifying questions regarding the compliance letter referenced in the audit report.

**Motion**

Trustee Geanious made a motion to approve the 2024 Audit as presented. Trustee Shoptaugh seconded the motion. Roll call vote was taken: All trustees voted yes passing the motion unanimously.

**4. 239/241 Moffat Avenue – Two Lot Minor Subdivision – Moffat Park Subdivision – Kona ST LLC**

The Board held a public hearing for the application submitted by Kona ST LLC for a two-lot minor subdivision at 239 and 241 Moffat Avenue, to be known as the Moffat Park Subdivision in the Commercial (C) Zone District. Mary Alice provided an overview of the application, noting that the Planning Commission reviewed the request on March 19th and has forwarded a recommendation for approval with two findings of fact and one condition of approval. She added that required notices were published, mailed to surrounding property owners, and the property was posted in accordance with the Land Development Code. No public comments were received, and one neighboring property owner who had initial questions was satisfied after speaking with staff. Mary Alice also noted that the applicant must complete the proposed driveway improvements prior to filing the plat unless an Improvements Agreement that includes bonding requirements is approved by the Board at a future date.

The Mayor opened the public hearing. No comments were received. The Mayor closed the hearing.

Board members had no questions for the applicant, Jonathan Hayek, who was present.

**Motion**

Trustee Geanious made a motion to approve the two-lot Minor Subdivision to be known as the Moffat Park Subdivision in the Commercial (C) Zone District, with the findings of fact that

1. The proposal meets the standards of the Land Development Code and preserves the health, safety, and welfare of the citizens of the Town of Yampa; and
2. The private driveway surface, as proposed—a minimum of 4 inches of Class 6 road base, compacted to 95% of maximum modified Proctor density (ASTM 1557) and meeting Routt County Road Standards—meets the criteria for an all-weather surface as required by the Land Development Code.

with the following condition of approval:

1. The Final Plat of the Moffat Park Subdivision and the Declaration of Access Easement shall be recorded with the Routt County Clerk and Recorder’s Office within one (1) year of the Town Board’s approval unless an extension of such time has been approved in accordance with the Land Development Code.

Trustee Shoptaugh seconded the motion. Roll call vote was taken: All trustees voted yes passing the motion unanimously.

**5. Proclamations**

The Board reviewed two proclamations recognizing April 2026 as Child Abuse Prevention Month and Month of the Young Child in Yampa. Child Welfare Supervisor Paunita Muset, Routt County Human Services, attended and delivered the presentation on the history and purpose of Child Abuse Prevention Month, noting it was first proclaimed in 1983 to symbolize spring, renewal, and the importance of fostering healthy childhoods. She shared statewide and county data from 2025, reporting that Colorado received 117,467 reports of child abuse or neglect, with over 30,000 households meeting the criteria for caseworker involvement. In Routt County, 333 reports were received, and 88 families were served. She also noted that in the first quarter of 2026, the County had already received 100 referrals and worked with 29 families, with numbers continuing to rise. She emphasized the ongoing need for strong community partnerships—including law enforcement, schools, and the Brighter World Child Advocacy Center—to

ensure timely response and support for children and families. Following her remarks, the Board thanked her for the information.

### **Motion**

Trustee Geanious made a motion to proclaim April as Child Abuse Prevention Month and Month of the Young Child in Yampa, Colorado. Trustee Shoptaugh seconded the motion. Roll call vote was taken: All trustees voted yes passing the motion unanimously.

### **6. 2026 Tour De Steamboat Presentation**

Garrett Mariano and Scott Weeks, Co-Ride Directors for the 2026 Tour de Steamboat, provided an update on the August 22 event. They reviewed the ride's history and noted that it continues as a nonprofit fundraiser, with this year's beneficiaries being REPS and Partners for Youth. Yampa remains a central part of the event, with all five route options—both road and gravel—passing through town and utilizing the Yampa aid station. A newly updated long gravel route will also enter Yampa via Lynx Pass and County Roads 275, 6, and 60.

Early registration is strong, with 350 riders signed up toward a goal of 900 under a 1,000-rider permit. Volunteer recruitment is underway, and aid stations in Oak Creek and Yampa are confirmed. Coordination with the Colorado State Patrol is ongoing to ensure safe crossings on Highway 131. The directors emphasized their commitment to safety, sanitation, respectful rider behavior, and clear communication with residents, noting the event's long record of minimal community concerns. They also outlined contingency plans for wildfire-related road closures. Discussion concluded with questions about volunteer shifts, rider support, and the positive economic impact the event brings to South Routt communities.

### **7. Resolution 2026-12 – Water & Sewer Loan Repayment**

The Board reviewed Resolution 2026-12, which formalizes repayment of a \$435,000 interfund loan from the General Fund to the Water and Sewer Enterprise Funds. The original loan was recorded in the 2022 budget as a book entry reflecting cumulative General Fund support provided to the enterprise funds over many years, split evenly at \$217,500 per fund.

Mary Alice explained that during the recent audit, the auditor advised that the Town must either classify the transaction as a transfer or formally adopt the loan with a defined repayment schedule. A transfer would violate TABOR limits on General Fund support to enterprise funds, making a repayment schedule and plan necessary. The resolution proposes a 50-year repayment at 0% interest—approximately \$8,700 annually, or \$4,300 per fund—ensuring the obligation appears on the Town's balance sheet and is incorporated into future rate studies.

Trustee Montgomery asked whether the original loan had been approved by a separate resolution and why formalization was required now. Staff clarified that the loan was included in the 2022 budget resolution and that the issue surfaced during the most recent audit; addressing it now is necessary to avoid recurring audit findings.

Trustee Montgomery also asked whether a motion could authorize repayment instead of a resolution. Mary Alice explained that although a motion could technically accomplish the action, a resolution provides clearer terms, historical context, and a permanent record for future boards, auditors, and staff. Sheila added that the Town intentionally adopted summary minutes earlier in the year, and while they do not capture verbatim discussion, resolutions serve as the companion record documenting the full background and terms of major actions, noting that this ensures future administrator/clerks, treasurers, auditors, and

board members have a reliable reference. Mary Alice noted that a resolution also provides a transparent, standalone document that is more dependable for audit purposes than relying solely on motions or summary minutes.

Trustee Shoptaugh asked whether repayment would draw from funds currently in deficit. Mary Alice confirmed that although the enterprise funds show a deficit on the balance sheet, revenues and expenses for 2025 are budgeted appropriately. Repayment could begin now or later, but a formal schedule must be adopted.

The Board discussed how the repayment obligation fits into long-term financial planning, including the existing rate study and the update scheduled for completion in 2027. Mary Alice explained that the repayment obligation will be incorporated into future rate analyses regardless of when repayment begins. Trustees expressed concern about starting repayment before the updated rate study is completed, given the current deficit in the enterprise funds. Several trustees preferred delaying repayment until the 2027 rate study can inform future rate structures. Mary Alice confirmed that repayment could begin in 2027 or 2028, and that the 2027 rate study will inform 2028 rates.

She reiterated that while the repayment start date is flexible, formal action is required now because the loan is a potential audit finding, and a resolution to “revisit later” would not satisfy audit requirements. The Board agreed that incorporating repayment into the 2027 budget is feasible and would not require a budget amendment. Delaying repayment would also allow the Town to benefit from reduced expenditures in 2026, improving cash position before repayment begins.

The Board reached consensus to amend the resolution by changing the repayment start year from 2026 to 2027 in Section 1. Staff confirmed that this adjustment aligns with the timing of the upcoming rate study and supports long-term financial planning.

**Motion**

Trustee Geanious made a motion to approve and authorized the signing of Resolution 2026-12, A Resolution of the Town of Yampa Approving the Repayment of an Interfund Loan from the Town of Yampa’s General Fund to the Town of Yampa Water and Sewer Enterprises in the Amount of \$435,000 for the Purpose of Improving the Water and Sewer Funds Operational Liquidity with the amendment that repayments will begin in 2027. Trustee Shoptaugh seconded the motion. Roll call vote was taken: All trustees voted yes passing the motion unanimously.

**8. Consent Agenda**

Trustee Montgomery requested Item B be removed from the Consent Agenda.

**Motion**

Trustee Geanious made a motion to approve the Consent Agenda items A and C specifically the approval of the April 1, 2026 Regular Meeting Minutes; and the approval of March 2026 Financial Revenue/Expense Statement. Trustee Shoptaugh seconded the motion. Roll call vote was taken: All trustees voted yes passing the motion unanimously.

Trustee Montgomery asked questions related to mileage reimbursement and the reissuance of a check originally issued in September 2025. Mary Alice explained that the check never reached the bank and was

therefore voided and reissued, consistent with how the Town handles any lost vendor check. It was noted that the original check had been provided to the payee, but may have been misplaced. He asked for clarification regarding two MissionSquare payments appearing on the accounts payable list. Staff explained that the smaller 401a amount represents the Town's 1.5% contribution, while the 457 amount reflects the employee's contribution, which must be at least 3% under the Town's retirement program.

The Board then discussed a \$42,000 AquaWorks DBA invoice. Mary Alice clarified that the amount represented two months of engineering, construction management, and wastewater treatment plant oversight services. Although construction activity had paused over the winter, significant design coordination, manufacturer communication, USDA processing, and subcontractor work continued during that period. It was emphasized that substantial behind-the-scenes work occurs before a notice to proceed can be issued and offered to review the invoices and scope of work with trustees individually.

Trustee Montgomery expressed confusion about the timeline and process for design, bidding, and construction, noting it sometimes felt like progress moved backward. Sheila encouraged scheduling a one-on-one meeting to walk through the full process, explaining that many steps occur outside of visible field work. Sheila also noted that questions raised in the tone as Trustee Montgomery suggests in meetings can appear to imply distrust, and that one-on-one briefings help ensure trustees have the full context before raising items publicly. Sheila emphasized that they welcome questions and want the public to receive accurate information but asked for consideration regarding tone and approach.

Trustee Montgomery clarified that the intent was not to express distrust, but to ask questions on behalf of the public during open meetings. Sheila reiterated that trustees are encouraged to ask questions both in one-on-one settings and publicly, but that advance clarification helps avoid misunderstandings and ensures accurate information is shared. During discussion, Sheila clarified that trustees are always welcome to ask questions during meetings, including repeating questions already answered in one-on-one briefings if they believe the public would benefit from hearing the explanation. It was emphasized that not every detail can be explained to the public in real time, so advance clarification with staff helps ensure accurate information is shared publicly.

Trustee Montgomery expressed concern that the public does not always receive answers to questions raised during audience participation. Mayor Geilert responded that the Town does answer questions when the information is available, noting a recent example where a resident's questions were addressed at the end of a meeting and followed up with a one-on-one conversation. It was reiterated that when staff does not have the information at hand, the item is researched or placed on a future agenda. Trustee Montgomery suggested allowing each speaker up to five minutes and providing immediate answers when possible, noting that some residents leave feeling their questions were not addressed. The Board agreed that answering questions when possible is appropriate, provided no decisions are made during audience participation.

It was also explained why municipalities limit responses during audience participation: items raised by the public are not listed on the publicly noticed agenda. Responding in detail to off-agenda questions can create the appearance of deliberating or making decisions without proper notice, which undermines transparency. For this reason, most boards receive comments during audience participation and then place items on a future agenda if discussion or action is needed. When factual information is readily available and does not require deliberation, staff may provide an answer; otherwise, the matter must be scheduled for a later meeting.

An audience member noted that many first-time attendees may not realize they can request to be placed on the agenda. Sheila clarified that the process is straightforward, is outlined on the agenda itself, and is routinely explained when residents call or email Town Hall. Requests for agenda placement are infrequent, but when they occur—whether planned or last-minute—staff guide residents through the process without difficulty. The Board agreed that audience participation questions may be answered during the meeting when information is available, and otherwise staff will research the issue or place it on a future agenda based on the resident’s preference.

Another audience member shared that he has never felt excluded from participating and believes the current approach works well. He noted that trustees and staff regularly allow questions throughout the meeting and that the environment feels open and accessible for residents who wish to speak.

No further discussion was had.

### **Motion**

Trustee Geanious made a motion to approve the Consent Agenda item B as presented. Roll call vote was taken: All trustees voted yes passing the motion unanimously.

## **9. Staff and Board Member Reports/Updates**

Sheila reported that quarterly updates from the Deputy Clerk, Road and Bridge Department, and Water and Sewer Department were provided to the Board for review, and trustees were encouraged to reach out with any follow-up questions.

It was announced that the annual animal shot clinic, hosted by Dr. Dana of Mountain Peaks Veterinary Clinic, will take place on Saturday, May 2, from 10:00 a.m. to 12:00 p.m., with extended hours if needed. The clinic will also serve as an opportunity to promote pet licensing, which recently helped reunite a lost dog with its owner.

Staff informed the Board that the Flat Tops Scenic Byway Committee is beginning a revitalization effort and that additional information and volunteer needs will be presented at a future meeting.

Staff provided an update on the 2026 mag chloride application plan. The cost to treat the entire town would have been nearly \$30,000—significantly above the amount budgeted—so the Town will proceed with the originally planned streets for 2026, with the addition of Rich Avenue. Staff confirmed that even with available excess funds from the truck purchase, the Town would still fall short of the amount needed to treat the entire town. It was noted that while the Town had hoped to expand coverage this year, the revised plan remains within budget.

Sheila also provided an update on 4th of July planning. A planning meeting is scheduled for April 20 at 6:00 p.m., with both in-person and Zoom options available. Staff is coordinating with Tim Kirkpatrick on ticket distribution for the July 3 Todd Park Mohr and Wilder Blue concert. The goal is to prioritize Yampa and South Routt residents, with Yampa residents receiving first access during the first two weeks of May, followed by South Routt residents during the last two weeks of May. Any remaining tickets may be sold in June, with proceeds benefiting the South Routt Music Boosters and the 4th of July Committee. Due to high early demand, ticket limits will be necessary, and staff is evaluating a fair distribution method, likely requiring ID verification. Additional plans include partially closing Moffat Avenue on July 3 to create

space for a street dance without disrupting Main Street traffic. Staff noted that increased parking congestion should be expected on July 3 and 4.

The 4th of July Committee has also decided to purchase fireworks for this year. Although fire restrictions may prevent their use, the fireworks vendor can store them if needed. Staff explained that the cost of fireworks has risen significantly, and while a discount was applied this year due to faulty fireworks from the previous year, sustaining the purchase in future years may be challenging. Fundraising events typically generate \$500–\$1,000 each, which may not be sufficient to cover rising costs. The committee is exploring alternative event options should fireworks become infeasible. Staff encouraged community participation and noted that additional volunteers are needed as several long-serving committee members are nearing the end of their service.

Staff noted that the May 6<sup>th</sup> Town Board meeting will begin a few minutes early to allow for the swearing-in of newly elected trustees. It was reported that the Board of County Commissioners has requested to be placed on a future agenda in May or June and they will coordinate scheduling.

It was also announced that the full Notice to Proceed for the wastewater treatment plant project was issued following the closing of the construction loan earlier that day.

Mary Alice and Crash are working jointly on a proposed parking plan for a portion of Moffat Avenue. The plan will be presented to the Planning Commission first to allow for public review and comment, after which the Commission will make a recommendation to the Town Board. With Planning Commissioner Ashley taking a seat on the Board, a vacancy will open on the Planning Commission, and the Town will advertise for applicants.

No new updates were reported regarding the Regional Transportation Authority.

Regarding the South Routt Housing Authority, staff confirmed that applications are currently being accepted and that further discussion will occur at the May 6<sup>th</sup> meeting as part of committee assignment review.

## **10. Scheduled Meeting/Work Sessions**

- i. May 6, 2026 @ 6:00 pm – Town Board Regular Meeting
- ii. May 20, 2026 @ 6:00 pm – Town Board Regular Meeting
- iii. May 27, 2026 @ 6:30 pm – Planning Commission Meeting (Tentative)

## **11. Adjournment**

### **Motion**

Trustee Geanious made a motion for adjournment. Trustee Shoptaugh seconded the motion, and the motion passed unanimously by roll-call vote. The meeting was adjourned at 7:38 pm.

Approved the 6th day of May, 2026.

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Stacey Geilert, Mayor

Attest:

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Sheila Symons, Town Administrator/Clerk