



AGENDA
HAYDEN TOWN COUNCIL MEETING
HAYDEN TOWN HALL – 178 WEST JEFFERSON AVENUE
MONDAY, JULY 1, 2024
6:30 P.M.

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

Join Zoom Meeting

<https://us02web.zoom.us/j/86417720065?pwd=XpJDrYSsR7abVzTbDbutMJZsGmT0ci.1>

Meeting ID: 864 1772 0065

Passcode: 349007

One tap mobile

+17193594580,,86417720065#,,,,*349007# US

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THE TOWN WILL ALSO BROADCAST MEETINGS ON FACEBOOK LIVE AT THE TOWN'S FACEBOOK PAGE AT

<https://www.facebook.com/coloradohayden/>

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

WORK SESSION 6:15 P.M. – 6:30 P.M.

1. STAFF REPORTS

REGULAR MEETING – 6:30 P.M.

1a. CALL TO ORDER

1b. OPENING PRAYER/MOMENT OF SILENCE

1c. PLEDGE OF ALLEGIANCE

1d. ROLL CALL

1e. COUNCILMEMBER REPORTS AND UPDATES

2. PUBLIC COMMENTS

Citizens are invited to speak to the Council on items that are not on the agenda. All individuals who desire to speak during public comments must sign in using the sheet available by the Town Clerk. There is a three minute time limit per person, unless otherwise noted by the Mayor. Please note that no formal action will be taken on these items during this time due to the open meeting law provision; however, they may be placed on a future posted agenda if action is required.

3. PROCLAMATIONS/PRESENTATIONS

4. CONSENT ITEMS

Consent agenda items are considered to be routine and will be considered for adoption by one motion. There will be no separate discussion of these items unless a Councilmember requests to pull an item from the consent agenda.

A. Consideration of minutes for the Special Meeting June 18, 2024

Page 3

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.

B. Consideration to approve Hayden Parks and Recreation Board appointment of Jessica Scurlock

Page 8

5. OLD BUSINESS

6. NEW BUSINESS

A. Review and Consideration to Approve Development and Improvements Agreement for Prairie Run

Page 9

7. PULLED CONSENT ITEMS

8. STAFF AND COUNCILMEMBER REPORTS AND UPDATES (CONTINUED, IF NECESSARY)

9. EXECUTIVE SESSION (IF NECESSARY)

10. ADJOURNMENT

Work SessionStaff & Councilmember Reports**HAYDEN CENTER**

Sarah Stinson, Director Arts and Events: The first meditation class was completed. Looking to provide sound baths. Walnut Street Dance is on Thursday, June 20th. Monday kid's art classes begin. Regular programming for kids macrame. Arts Commission will start focusing on fall. Fall Dance class. Dance Camp is this week and again through July 9th. Moving into holiday activity planning. Hayden Daze is done, looking for additional parade entries and vendors. Parade applications accepted up to the day before. Food trucks lined up. Bands lined up. Looking at bringing back the follies.

Rhonda Sweetser, Director Parks and Recreation: We had wonderful comments on having Huck Finn Day at the 3rd Street Park versus Dry Creek Park and will continue to use 3rd Street Park going forward. Lots of cute kids and pictures. Lots of food, hot dogs and watermelon. Working on Hayden Daze and will have adult volleyball.

POLICE

Chief of Police Scurlock: graffiti on 3rd and Jefferson and Lincoln, we have a couple of suspects and working with Routt County. Number 6 of complaints on drone on Honeysuckle and in compliance and has clearance with FAA and it is an annoyance and one complaint on watching kids. The operator indicated he does not usually have the camera running.

PUBLIC WORKS

Bryan Richards, Public Works Director: Public Works is short staffed, Taylor Otto getting married in Mexico and some of the crew is down celebrating with him. Triple Crown first competition last weekend. Parking lots packed for three days, no complaints. Triple Crown will be here again this weekend. Kyle has been fighting the parks irrigation system and electrical problems trying to find long term solutions; exploring different avenues. Struggled with the pump motor being slow. Turf takes a toll when the system is not working correctly. We are busy spraying weeds, public right of ways and parks. Water main break in Golden Meadows, it has been taken care of and we ordered a boil control as a precaution. Northwest Business Park off site work started on the eastern bore and might have finished today or tomorrow. Been laying pipe through the gravel pit from the highway then come back to the western bore. Duckels has been doing very well and we are pleased with them. Dry Creek project completed last week. Fifth street paving completed and flood recovery and can release retainer on the July 11th meeting. Planters look pretty good and a really good hire taking care of the flowers.

PLANNING

Tegan Ebbert, Community Development Director: We hired a coordinator for Walnut Street Market and he is doing well, busy with applications. Sold beer and local producer of sangria through Alpenglow. Thank you for coming to Sharon's retirement party. I have a seat on the building oversight committee. One thing that came out of the committee that is off cycle and wanted to change the seismic definition. They would like to change the building code which will change the cost of construction.

ADMINISTRATION

Mathew Mendisco, Town Manager: Partnership with Yampa Valley Electric Association submitted an RFP in response of the Goosman contract to be partners with Steamboat Springs, Routt County, Moffat County and Craig to receive rebates on electrical usage. Two locations were identified one in Hayden and one in Steamboat. I will be traveling to Montrose to present a grant application.

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

Page 1 of 5

Andrea Salazar, Finance Manager: The audit has gone well , in the recap this morning there are no significant deviancies. will get it out by June and July 18th will be the presentation and approval. They will start the single audit next week and present at a later date.

Staff reports will continue at the end of the meeting.

Mayor Banks called the regular meeting of the Hayden Town Council to order at 7:30 p.m. Mayor Pro Tem Reese and Councilmembers Corriveau, Bell and Carlson present. Also present were Town Manager, Mathew Mendisco, Town Clerk, Sharon Johnson, Police Chief, Scott Scurlock, Public Works Director, Bryan Richards, Community Development Director, Tegan Ebbert, Finance Manager, Andrea Salazar, and Hayden Center Arts and Events Director, Sarah Stinson.

OPENING PRAYER

MOMENT OF SILENCE Mayor Banks offered a moment of silence.

PLEDGE OF ALLEGIANCE Mayor Banks led the Pledge of Allegiance.

COUNCILMEMBER REPORT AND UPDATE

Mathew Mendisco, Town Manager, discussed with the Town Council fraud on the Town of Hayden bank accounts that are currently under investigation on two checks. We did an eight month back check and no other activity was found. Never identified anything like that. Changed over all our checking accounts and now under investigation. Councilmember Ryan Bell asked about the amount and Mathew Mendisco confirmed \$4,000 between the two checks and it has been recovered. Council asked when it was a good time to talk about mosquitos. Staff confirmed fogging will be June 24th and aerial spraying just before Hayden Daze, July 8th.

Mayor Banks reported on the Rail Transportation Station concerning locations and funding and how it will be determined on the amount each municipality will contribute. Ski Corporation was providing funding. Mayor Banks will take it back to the committee.

PUBLIC COMMENTS

Tammy Innes, 287 Harvest, Hayden, CO came to complain about the drone constantly flying over residential area all hours. I work from home and it is distracting and feel spied upon and invasion of our privacy and it was harassing a bird.

PROCLAMATIONS/ PRESENTATIONS

None.

CONSENT ITEMS

Councilmember Carlson moved to approve the consent items. Councilmember Corriveau seconded. Roll call vote. Councilmember Corriveau – aye. Councilmember Carlson – aye. Councilmember Bell - aye. Mayor Pro Tem Reese – aye. Mayor Banks – aye. Motion carried.

Consideration of minutes for the Regular Meeting – June 6, 2024

Consideration of bill payment voucher – June 11, 2024 in the amount of \$16,839.67

Consideration of bill
payment voucher – June
12-13, 2024 in the amount
of \$419,464.62

OLD BUSINESS None

NEW BUSINESS

Review and Consideration
to Approve Carlson’s
Live/Work Unit and Public
Hearing

Kieran O’Halloran indicated Scott Carlson came to us a couple years ago and take four of his lots and combine into live work units. Parking lot set up better for access am fits into the current area make-up and Scott will continue to manage and maintain one for employee housing. Scott owns All Weather Services. Started business in and working out of our property and want to provide for up-and-coming businesses. This my retirement and leave for my kids. Getting our foot into the development door. We live north of Steamboat right now. Tegan Ebbert explained Scott wants to take 3 lots and make one lot, one acre site. Build 3 buildings with work live and work and live could be leased separately. One interesting aspect is the current units are using for residential use. They want light industrial in the area. Commercial can lease for equipment and still lease the residential for employees if necessary or if don’t need, someone else can rent for residential. Want Valley View build out and provide places for others to operate their businesses. Does not restrict them from making them condominium units. Planning commission brought up that commercial space banging noise when residential trying to sleep. Would be sure that tenants know that industrial activities may be a disturbance. Nuance ordinances are not completed as of date; could look at decibel and traffic access points reduced and create circular pattern for large trucks. Parking lots are standard size for a truck. They exceed what is needed for residential. Flexibility in their parking plan and the owner must manage the parking plan with tenants. This is a conditional use permit. Public Hearing opened at 8:17 p.m.

No Public Comment.

Public Hearing closed at 8:18 p.m.

Mayor Banks moved to approve the Carlson’s Corner Live/Work Development Conditional Use Permit with the following findings of fact and conditions of approval: Findings of fact:

1. The proposed conditional use is consistent with the Hayden Forward Master Plan and all applicable provisions of this Development Code and applicable state and federal regulations.
2. The proposed conditional use is consistent with the purpose and intent of the I-1: Light Industrial zone district and any applicable use-specific standards in the Development Code.
3. The proposed conditional use is compatible with adjacent uses in terms of scale, site design and operating characteristics.
4. The proposed conditional use will not substantially alter the basic character of the I-1: Light Industrial zone district or jeopardize the development or redevelopment potential of the I-1: Light Industrial zone district.
5. The proposed conditional use will result in efficient on- and off-site traffic circulation which will not have significant adverse impact on the adjacent uses

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Page 3 of 5

or result in hazardous conditions for pedestrians or vehicles in or adjacent to the site.

6. Any significant adverse impacts anticipated to result from the conditional use have been or will be mitigated or offset to the maximum extent practicable.

7. Facilities and services are or will be available to serve the subject property while maintaining adequate levels of service for existing development.

8. Adequate assurances of continuing maintenance have been provided.

9. The proposed conditional use meets all the applicable standards in Chapter 10.24 Development Standards.

Subject to the following conditions of approval:

1. The conditional use permit shall be authorized and approved by a resolution approved by the Town Council.

2. The effective date of this approval is the date upon which the Planning Commission approves the application. The approval shall expire two (2) years from its effective date, unless application for renewal of the Site Plan approval is approved pursuant to Section 10.16.020, Hayden Development Code (HDC).

3. All exterior lighting must be downcast and opaquely shielded and in compliance with section 10.24.210 HDC.

4. Updated landscaping plans that include four (4) additional trees shall be submitted to staff for administrative approval prior to the issuance of the building permit.

5. The property owner is responsible for designation and/or assignment of parking spaces within the development.

6. The driveways and parking areas must be paved and striped prior to the issuance of a Certificate of Occupancy/Approval.

7. All residential rental leases shall include the following disclosure "This property is zoned Light Industrial and therefore noise, traffic, and activities associated with light industrial and commercial activities shall be expected in the vicinity of these units."

8. The fee in lieu of School Site Dedication shall be conveyed to the Town prior to issuance of a Certificate of Occupancy in compliance with section 10.24.140 and 10.24.150 HDC.

9. Rental restriction agreement for the Community Housing unit shall be executed prior to issuance of a Certificate of Occupancy in compliance with section 10.24.290 HDC.

Mayor Pro Tem Reese seconded. Roll call vote. Councilmember Bell – aye.

Councilmember Corriveau – aye. Councilmember Carlson - aye. Mayor Pro Tem Reese – aye. Mayor Banks – aye. Motion carried.

**Review and Consideration
to Approve Yampa Valley
Brewing Company Liquor
License**

Sharon Johnson, Town Clerk reviewed the findings of fact with the council regarding a liquor license is currently held at the location by the current owner. This is an application to change the category of the license from Manufacturer, Wholesaler and Sales Room to a BrewPub to provide additional types of alcohol to the public. There is currently a conditional use permit at the location approving the property to serve and sell alcohol. This conditional use permit remains with the property

unless the use changes. This is a simple change of liquor license category. Councilmember Corriveau moved to approve Yampa Valley Brewing Company Liquor License. Mayor Pro Tem Reese seconded. Roll call vote. Councilmember Carlson – aye. Councilmember Bell – aye. Councilmember Corriveau – aye. Mayor Pro Tem Reese – aye. Mayor Banks – aye. Motion carried.

PULLED CONSENT ITEMS

STAFF AND COUNCILMEMBER REPORTS AND UPDATES CONTINUED

Mathew Mendisco, Town Manager, spoke to the drones; municipalities have of adopted ordinances on drones and how they are regulated. Good news Town of Hayden was rewarded a resiliency grant and needs an engineer to analyze the development. A part of the study is to help with certainty within 3-mile designation. Any concerns about community health aspects are very comprehensive. I will be at a grant hearing in Montrose for the Northwest Business Park’s final phase. Budget time is here and still working under the strategic plan from last year and benchmarking; some goals, some broad and others more specific. We will work with a facilitator and create strategic plans. Hayden Center is coming to completion, an 8M project over a 3- 4-year plan. Skate Park coming along; press release from GOCO and break ground in July and sidewalk is under design. Final plat will be presented to you; housing authority will be requested to provide partial tax exemption; West Routt Housing is 100% tax exempt.

EXECUTIVE SESSION None.

ADJOURNMENT Mayor Banks adjourned the meeting at 8:46 p.m.

Recorded by:

Barbara Binetti, Town Clerk

APPROVED THIS 1st DAY OF July 2024.

Ryan Banks, Mayor



Town of Hayden

Town Council Agenda Item

MEETING DATE: July 1st 2024

AGENDA ITEM TITLE: Review and Appoint Jessica Scurlock to Hayden Parks and Recreation Board

AGENDA SECTION: Consent Items

PRESENTED BY: Rhonda Sweetser

CAN THIS ITEM BE RESCHEDULED: Not preferred

BACKGROUND REVIEW: The Hayden Parks and Recreation Board has a vacant seat. The Parks and Recreation Board voted unanimously to recommend appointing Jessica Scurlock to the board for a term expiring June 30, 2027. The Board believes Ms. Scurlock will be a great addition to the team to help improve our programs and events.

RECOMMENDATION: Recommend motion to approve Jessica Scurlock's appointment to the Hayden Parks and Recreation Board.

MANAGER'S RECOMMENDATION/COMMENTS:



Town of Hayden

Town Council Agenda Item

MEETING DATE: July 1, 2024

AGENDA ITEM TITLE: Development and Improvements Agreement for Prairie Run

AGENDA SECTION: New Business

PRESENTED BY: Tegan Ebbert, Community Development Director.

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

BACKGROUND REVIEW:

The Prairie Run Final Plat was approved on February 1, 2024 by the Town Council. One of the conditions of approval required approval and recordation of a Subdivision Improvements Agreement (SIA) prior to the recording of the final plat with the reception number for the SIA to be referenced on the final plat.

A subdivision improvement agreement is typically required for major subdivision in order to identify the improvements necessary for the development to take place, the costs of those improvements, and to put in place bonding or a commitment guarantee requirements as a protective measure to secure the completion of public improvements.

The Town has been working with the applicant, Gorman & Company, and the Town's legal counsel for the past several months to complete the necessary SIA. The estimated cost for the improvements has been reviewed and verified by the Town. The Town's water rights counsel has been consulted pertaining to the conveyance of water rights.

Once the SIA is approved, signed, and recorded, the final plat may be recorded as well.

RECOMMENDATION: Move to approve and authorize the Mayor to sign the Development and Improvements Agreement for Prairie Run.

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

**DEVELOPMENT AND IMPROVEMENTS AGREEMENT
FOR
PRAIRIE RUN**

THIS DEVELOPMENT AND IMPROVEMENTS AGREEMENT FOR PRAIRIE RUN (this **“Agreement”**) is entered into this _____ day of _____, 2024, between **PRAIRIE RUN COMMUNITY LLC**, a Colorado limited liability company, (**“Developer”**), and the **TOWN OF HAYDEN, COLORADO**, a Colorado home rule municipal corporation, (**“Town”**).

RECITALS

1. Developer is the owner and developer of the real property and development known and described as Prairie Run, located in Hayden, Colorado, pursuant to a deed recorded at File No. _____, Reception No. _____, in the records of the Office of the Clerk & Recorder, Routt County, Colorado (the **“Property”**); and,
2. Developer has received approval of its final plat of the Property (the **“Final Plat”**) and that plat has been recorded, at File No. _____, Reception No. _____, in the records of the Office of the Clerk and Recorder, Routt County, Colorado, simultaneously with the filing of this Agreement at File No. _____, Reception No. _____ in that office.
3. The Hayden Development Code (**“HDC”**) requires the execution of an agreement between the Town and Developer whereby Developer shall agree to construct certain improvements, the completion of which are guaranteed to the Town; and,
4. The Town and Developer have entered into this Agreement in consideration of the promises contained herein for the benefit of the public.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Construction of Improvement.** Developer agrees to enter into a contract with such person, firm, or corporation as is chosen by Developer (the **“Contractor”**), to construct the required improvements described in EXHIBIT A (the **“Improvements”**), which is attached to and incorporated in this Agreement, and to construct any and all improvements as shown or required pursuant to the Town’s approval of the Final Plat and/or any other site plan or other approval for development of the Property that is required by the Town Code, or that is required by the Town Code or Town regulations in connection with development of the Property, all in accordance with all ordinances, rules, regulations and statutes of the Town or any other governing agency standards in effect as of the date of this Agreement.
2. **Regulations and Specifications.** The required Improvements shall be designed and constructed in accordance with the (a) Town’s regulations and specifications, (b) other applicable state or federal regulations, if any, (c) the Final Plat of the Property and the

conditions of approval, if any, of the Final Plat, and (d) any other site plan or other approval for development of the Property that is required by the Town Code (the “**Requirements and Specifications**”); provided any such Requirements and Specifications are in effect as of the date of this Agreement. The plans and specifications of the Improvements shall be approved by and retained by the Town and when finalized will be hereby incorporated herein by reference and made a part of this Agreement. Developer shall submit draft plans and specifications to the Town for review, and the Town shall approve the plans and specifications or provide Developer with comments to the draft plans and specifications no later than fifteen (15) business days (the “**Approval Deadline**”) after receipt of the draft plans and specifications. If the Town provides comments to Developer to the draft plans and specifications, the Developer shall incorporate such comments into the draft plans and specifications at which point the draft plans and specifications shall be deemed approved by the Town. If the Town does not approve or provide comments to the draft plan and specifications on or before the Approval Deadline, the Town shall be deemed to have approved the draft plans and specifications. The draft plans and specifications as approved (or deemed approved) by the Town shall be referred to herein as the “**Plans and Specifications**.” The draft plans and specifications shall have been submitted to and reviewed by the Town prior to recording the final plat.

3. **Infrastructure Installation/Construction and Conveyance of Water Rights.** The required Improvements shall be designed, surveyed and staked by a professional engineering firm. The Developer shall provide a field engineer on site to observe and document the physical installation and construction and at the same time supervise the construction contractor. Engineering notes and documentation related to the performance of the work shall be submitted for review prior to Preliminary Acceptance by the Town. To ensure the observation by the field engineer will be adequate, the Developer or its designated representative shall submit to the Town a proposal stipulating the name of the engineer and a scope of services for which he/she is responsible. This submittal (the “**Engineering Scope**”) shall be received by the Town no less than seven (7) days prior to commencement of construction. Any modifications to the level of engineering and inspection as proposed by Developer may be made at the reasonable discretion of the Town Manager.

Prior to the time of the recording of the Final Plat, the Developer shall convey to the Town water rights in the amounts and pursuant to the procedures required by Section 10.24.290 of the Town Code. Without limiting the generality of the foregoing requirement, the Developer shall convey to the Town right, title and interest in and to 0.98 cfs from the Shelton Ditch, as further identified in exhibit B by Bargain & Sale Deed.

4. **Completion Date.** The required Improvements shall be completed and preliminarily accepted no later than November 30, 2026, unless the Town Council, in its sole but reasonable discretion grants an extension of this completion date in writing. No less than sixty (60) days prior to the above scheduled completion date (“**Progress Report Deadline**”), or any extension thereof, Developer shall notify the Town Manager in writing of the upcoming completion deadline and include a progress report (the “**Progress Report**”) which shall include a statement of whether Developer expects to complete the

required Improvements by the completion date. If Developer fails to complete the Improvements by the completion date (as the same may be extended), then the Town may declare a default and exercise the remedies set forth in Section 6 below.

5. **Estimated Cost.** In accordance with the cost estimate set forth as part of Exhibit A hereto, the cost of constructing the Improvements is estimated to be \$2,458,251.00. Except with respect to an off-site sidewalk for which the plans, specifications and cost estimates will be provided by a future addendum to this Agreement, this estimated construction cost includes the estimated present construction cost of on- and off-site improvements, plus a ten percent (10%) inflation factor determined by the Town and calculated to the completion date.
6. **Commitment Guarantee.** The Developer shall provide a performance bond, in the amount set forth in Section 5 above, from a reputable surety company and in a form reasonably acceptable to the Town, ensuring the Developer's construction of the Improvements in accordance with this Agreement. Should Developer fail to construct or complete the Improvements within the period of time specified in Section 4 hereof, the Town reserves the right to make demand on the surety company under the performance bond, and/or withhold building permits, inspections, and certificates of occupancy (except to the extent such building permits or inspections are necessary for completing the Improvements) until the time the Improvements are completed.
7. **Transfer of Title.** Before commencing the construction of any of the required Improvements, Developer shall acquire at its own expense, good and sufficient fee simple or easement title to all lands and facilities traversed by any required Improvements in which the Town is to have any ownership interest or maintenance responsibility pursuant to the Final Plat and approved subdivision plan. Developer shall convey to the Town title to such lands and facilities so required to be acquired, and all necessary documents of conveyance shall be furnished to the Town for recording with the Final Plat. Developer shall provide to Town title insurance on any such lands and facilities traversed by any required Improvements in which the Town is to have fee simple ownership interest in a form and with a company satisfactory to Town in its sole discretion. In the event that the Developer conveys any park areas to the Town, the deed for such conveyance shall include a restriction that such park areas may only be used at all times for a park.
8. **Release of Liability: Insurance.** Except for improvements constructed by the Town, or for any suit, action or claim resulting from the Town's negligence or willful misconduct, Developer shall indemnify and save harmless the Town from any and all third party suits, actions, or claims of every nature and description caused by, arising from, or on account of the acts or omissions of Developer in the construction of the Improvements or the failure of Developer to comply with the terms and conditions of this Agreement. Developer shall pay that portion of any judgments rendered against the Town that is applicable to Developer's liability as described herein, together with a proportionate share of all reasonable attorney's fees incurred by the Town in defending such suit, action or claim.
9. **Insurance.** Developer shall assure that all contractors and other employees engaged in the construction of the required Improvements will maintain Worker's Compensation

insurance. Before proceeding with any construction of the required Improvements, Developer shall provide the Town Manager with written evidence of General Liability Insurance with minimum limits of \$2,000,000 per occurrence/\$2,000,000 Aggregate; Automobile - \$2,000,000 combined single limit, with a Hired & Non-owned Auto clause; and Workers Compensation — Colorado State Statutory Limits in coverage forms reasonably approved by the Town Manager and protecting the Town against any and all claims for damages to persons or property resulting from construction and installation of any required Improvements during the period of construction of such Improvements. Developer will notify the Town at least thirty (30) days in advance of any reduction in coverage, termination or cancellation of the policies. Any contractors engaged by or for Developer to construct the required Improvements shall maintain Liability Insurance coverage in limits not less than those mentioned above.

10. **Warranty.** All required Improvements will be installed in a good and workmanlike manner and in accordance with the provisions of Section 1 and 2 hereof, and Developer shall warrant any and all Improvements which are conveyed to the Town for a period of the lesser of one (1) year from the date of the completion of such specified Improvements or the date of Final Acceptance by the Town pursuant to Section 13 below.
11. **Failure to Comply with Specifications.** If the required Improvements are not constructed substantially in accordance with the Plans and Specifications provided to and approved by the Town Manager pursuant to paragraph 2, above, or if the Improvements are not completed and preliminarily accepted on or before the Completion Date, the Town shall notify the Developer of noncompliance setting forth in writing the reasons for noncompliance. Reasonable schedules for correction of noncompliance shall be established by mutual agreement of the parties. If, after the adoption of such schedules, the Town determines that the Developer has not complied with the schedules for the correction of noncompliance, the Town will notify Developer in writing of the Town's determination, and Developer shall have 30 days to correct the noncompliance. If the Developer has not corrected the noncompliance within 30 days, the Town may declare default and exercise all of the remedies available to it hereunder, including withholding certificates of occupancy.
12. **Completion Procedures and Inspection.** Upon completion of the Improvements, or any logical separable portion thereof, Developer shall notify the Town Manager in writing and request preliminary inspection of the completed Improvements or part thereof. The Town or its agent shall inspect said Improvements and shall notify Developer in writing of non-acceptance or "Preliminary Acceptance" of the completed Improvements. If the Improvements are not acceptable, the reasons for non-acceptance shall be stated in writing, and Developer and the Town shall work in good faith to develop corrective measures to be taken by Developer, at Developer's sole expense. Should the Developer fail to take such reasonable corrective measures within a reasonable period after such corrective measures have been mutually agreed upon, the Town, in its reasonable discretion, may revoke Preliminary Acceptance of the Improvements and declare a default and exercise all of its remedies available to it under this Agreement, including withholding certificates of occupancy.

The period of Preliminary Acceptance shall be one (1) year for all Improvements or until final inspection may occur. Inspection shall only occur in the months of June through October. All periods of Preliminary Acceptance shall run from the date of written notification of Preliminary Acceptance. During the period of Preliminary Acceptance, Developer shall, at its own expense, make all needed repairs or replacements due to defective materials or workmanship and be responsible for all maintenance of said Improvements, except to the extent such maintenance of Improvements are the result of the negligence or willful misconduct of the Town, its agents or employees. For publicly accepted streets and infrastructure, it is specifically understood that Developer will be responsible for road maintenance or care, except for snow removal or street cleaning, until such streets and infrastructure have Final Acceptance from the Town. In the event of default of any of these obligations by Developer, and such default continues for more than 30 days after the Town notifies Developer of such default, the Town may (a) complete such maintenance or care at the sole expense of Developer, and (b) withhold certificates of occupancy.

As-built engineering drawings shall be submitted for all utility and roadway installments prior to request for, or issuance of, Preliminary Acceptance. Nothing herein shall be construed to require the Town to make inspections during periods when climatic conditions make thorough inspection unfeasible.

13. **Final Acceptance and Maintenance for Improvements.** Following the period of Preliminary Acceptance for the Improvements, the Town or its agent shall inspect said Improvements for “Final Acceptance” upon written request of Developer. Inspection shall only occur in the months of June through October, except that landscaping shall be inspected only in the month of July, August or September and at least three (3) months after Preliminary Acceptance. The Town shall notify Developer in writing of non-acceptance or Final Acceptance. If the Improvements are not acceptable, the reasons for non-acceptance shall be stated in writing and Developer and the Town shall work in good faith to develop corrective measures to be taken by Developer, at Developer’s sole expense. Should the Developer fail to take such reasonable corrective measures within a reasonable period after such corrective measures have been mutually agreed upon, the Town, in its reasonable discretion may declare a default and exercise all of its remedies available to it, including withholding certificates of occupancy.

If the Improvements are found to be acceptable, the Town, following a Resolution of Acceptance of Improvements by the Town Council provided no later than twenty (20) days after the Town’s inspection after the request for Final Acceptance, shall release the performance bond provided pursuant to Section 6 above and shall, as of the date of such Resolution, assume all maintenance responsibility for the Improvements as would normally accrue to the Town, and Developer will be relieved of all maintenance obligations with respect to the Improvements.

14. **Recording Agreement.** Developer shall record this Agreement with the Clerk and Recorder of Routt County, Colorado concurrently with the approved Final Plat. However,

this Agreement shall be submitted to the Town Manager for final review immediately prior to recording.

15. **Enforcement.** If the Town determines that there is a violation of present State Laws, Town ordinances, Planning Commission regulations and requirements, and/or a default or breach by Developer in compliance with the terms and provisions of this Agreement, the Town Manager will notify Developer within three (3) business day of becoming aware of such violation. If Developer does not rectify any such violation within 30 days of receipt of such notice from the Town, unless correction of such violation reasonably takes more than 30 days, in which event Developer will have such time as is reasonably necessary to correct such violation provided Developer initiates such correction within such 30 days and diligently pursues such correction, the Town may (a) issue a cease-and-desist order; and (b) seek a restraining order, for purposes of which the Developer acknowledges irreparable harm to the Town; and (c) refuse to issue any further building permits or issue certificates of occupancy for structures constructed or to be constructed the within the Property; and/or take any other actions to correct such default or breach. Anything to the contrary herein notwithstanding, in the event of any litigation arising out of this Agreement, the court may award to the substantially prevailing party all reasonable costs and expenses incurred in pursuing or defending such litigation, including attorneys' fees.

16. **Miscellaneous.** This Agreement runs with the land and is binding on and inures to the benefit of the heirs, representatives, transferees, successors and assigns of the parties including but not limited to any party that becomes an owner of all or a part of the Property. The paragraph headings are descriptive only and neither amplify nor limit the substantive material. The failure to enforce or the waiver of any specific requirements of this Agreement by either party shall not be construed as a general waiver of the Agreement of any provision herein, nor shall such action act to stop either party from subsequently enforcing this Agreement according to the terms hereof. This Agreement shall be subject to and deemed to incorporate all present and future ordinances of the Town applicable thereto. Should any section, paragraph, clause or provision of this Agreement be declared by a court of competent jurisdiction to be invalid, said decisions shall not affect the validity of this Agreement as a whole or any part hereof other than the part declared to be invalid, and the parties hereby affirm that they would have entered into this Agreement and each of its provisions independently of each of its other provisions. Neither party shall assign its rights and obligations hereunder without the written consent of the other party.

[Signatures on the following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives and made effective on the day and time first above written.

TOWN:

TOWN OF HAYDEN, COLORADO

Ryan Banks, Mayor

ATTEST:

Barbara Binetti, Town Clerk



ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

PROJECT: Prairie Run

JOB NO: 2487-004

SCOPE: Subdivision Construction Costs

DATE: April 16, 2024
Revised June 17, 2024

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTALS
	EARTHWORK, PAVING & SIGNS				
1	Clearing & Grubbing	3.3	AC	\$2,000.00	\$6,600.00
2	Topsoil - Place & Grade	500	CY	\$5.00	\$2,500.00
3	Common Embankment (Compacted Fill)	8500	CY	\$45.00	\$382,500.00
4	Energy Dissipating Riprap	132	SY	\$50.00	\$6,600.00
5	Grading & Shaping Subgrade	5076	SY	\$10.00	\$50,760.00
6	Scarify, Moisten & Compact	5076	SY	\$20.00	\$101,520.00
7	Geotextile Stabilization Fabric	470	SY	\$20.00	\$9,400.00
8	Proof Roll (Water Truck)	1	LS	\$2,500.00	\$2,500.00
9	Dust Mitigation (Water Truck)	1	LS	\$2,500.00	\$2,500.00
10	8" Imported Sub-base Material	564	CY	\$162.00	\$91,368.00
11	4" Imported Base Material	615	CY	\$162.00	\$99,630.00
12	Asphalt Pavement - 2" Bottom Mat	4615	SY	\$25.00	\$115,375.00
13	Asphalt Pavement - 2" Top Mat	4615	SY	\$25.00	\$115,375.00
14	2.5' Curb & Gutter	3320	LF	\$45.00	\$149,400.00
15	6" Concrete Valley Pan w/ Rebar	235	SY	\$135.00	\$31,725.00
16	6" Concrete Intersection Fillet	121	SY	\$135.00	\$16,335.00
17	Concrete ADA Ramps, Landings & Curb	313	SY	\$180.00	\$56,340.00
18	Adjust Manhole Rim to FG	2	EA	\$750.00	\$1,500.00
19	Construction Sedimentation & Erosion Control	1	LS	\$15,000.00	\$15,000.00
20	Dewatering	1	LS		\$0.00
21	Detention Pond Maintenance Access Road (4" Base Course)	153	SY	\$36.00	\$5,508.00
22	Fertilizer, Seed & Mulch	1.8	AC	\$7,500.00	\$13,500.00
23	R1-1 Stop Sign & Pole	3	EA	\$155.00	\$465.00
24	R7-4 No Parking Sign & Pole	30	EA	\$135.00	\$4,050.00
25	Delineator Posts	15	EA	\$135.00	\$2,025.00
26	OM4-2 Object Marker Sign	15	EA	\$160.00	\$2,400.00
27	Concrete Jersey Barrier	20	EA	\$500.00	\$10,000.00
28	R-11 38"x40" Road Closed Sign	20	EA	\$135.00	\$2,700.00
	TOTAL EARTHWORK, PAVING & SIGNS				\$1,297,576.00
	SANITARY SEWER				
29	PVC Sewer Wastewater Main - 8" PVC SDR 35	1260	LF	\$140.00	\$176,400.00
30	PVC Sewer Wastewater Service - 6" PVC SDR 35	40	LF	\$110.00	\$4,400.00
31	PVC Sewer Wastewater Service - 4" PVC SDR 35	100	LF	\$100.00	\$10,000.00
32	Manhole (48" dia)	7	EA	\$8,000.00	\$56,000.00
33	6" Service Connection	1	EA	\$2,500.00	\$2,500.00
34	4" Service Connection	3	EA	\$3,000.00	\$9,000.00
	TOTAL SANITARY SEWER				\$258,300.00
	WATER				
35	8" DIA. C900	1645	LF	\$150.00	\$246,750.00
36	6" DIA. C900	75	LF	\$140.00	\$10,500.00
37	4" DIA. C900	140	LF	\$125.00	\$17,500.00
38	1.5" DIA. Type K Copper Service Line w/ Bedding	20	LF	\$95.00	\$1,900.00
39	Connect to Existing Main (Wet Tap)	1	EA	\$5,000.00	\$5,000.00
40	Connect to Existing Main (Dry Tap)	1	EA	\$5,000.00	\$5,000.00
41	12" Gate Valve w/ Box & Riser, MJ	2	EA	\$5,000.00	\$10,000.00
42	8" Gate Valve w/ Box & Riser, MJ	18	EA	\$3,500.00	\$63,000.00
43	6" Gate Valve w/ Box & Riser, MJ	1	EA	\$2,750.00	\$2,750.00

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTALS
44	4" Gate Valve w/ Box & Riser, MJ	4	EA	\$2,300.00	\$9,200.00
45	1.5" Curb Stop w/ Box & Riser	1	EA	\$1,500.00	\$1,500.00
46	1.5" Corporation Stop	1	EA	\$1,500.00	\$1,500.00
47	8" 90° Bend, MJ	1	EA	\$750.00	\$750.00
48	12"x8" Tee	1	EA	\$1,500.00	\$1,500.00
49	8"x8" Tee	4	EA	\$1,100.00	\$4,400.00
50	8"x8" Cross	1	EA	\$1,100.00	\$1,100.00
51	8"x6" Swivel Tee	1	EA	\$1,100.00	\$1,100.00
52	8"x4" Swivel Tee	3	EA	\$1,100.00	\$3,300.00
53	8"x4" Tee	1	EA	\$950.00	\$950.00
54	Fire Hydrant Assembly (6" C900, Tee Valve, Hydrant, & Bench)	3	EA	\$1,100.00	\$3,300.00
55	Carsonite Service Marker	6	EA	\$750.00	\$4,500.00
	TOTAL WATER				\$395,500.00
	STORM				
56	30" HDPE	175	LF	\$200.00	\$35,000.00
57	24" HDPE	760	LF	\$180.00	\$136,800.00
58	18" HDPE	1000	LF	\$150.00	\$150,000.00
59	12" HDPE	10	LF	\$140.00	\$1,400.00
60	8" HDPE	35	LF	\$125.00	\$4,375.00
61	4" HDPE	30	LF	\$110.00	\$3,300.00
62	Denvery Number 16 Curb Inlet	17	EA	\$6,000.00	\$102,000.00
63	Denver Number 16 Valley Inlet	2	EA	\$6,000.00	\$12,000.00
64	8" ADS Area Inlet	2	EA	\$3,000.00	\$6,000.00
65	30" Flared End Section	1	EA	\$3,000.00	\$3,000.00
	TOTAL STORM				\$453,875.00
	CONSTRUCTION SURVEYING				
66	Surveying budget	1	LS	\$35,000.00	\$35,000.00
67	As- Built Utility Survey	1	LS	\$7,500.00	\$7,500.00
	TOTAL CONSTRUCTION SURVEYING				\$42,500.00
	RESIDENT ENGINEERING SERVICES				
68	On-Site Construction Observation	1	LS	\$7,500.00	\$7,500.00
69	Attend Meetings, Contract Administration	1	LS	\$3,000.00	\$3,000.00
	TOTAL RESIDENT ENGINEERING SERVICES				\$10,500.00
	Grand Total				\$2,458,251.00

This Opinion of Probable Construction Cost is only for the comparison of alignments & materials & should not be used as a final budget for the project in the proposed Town of Hayden Right-of-Way. It does not include the private property development or CDOT improvements. It represents Landmarks Consultants' best judgement as an engineer familiar with the construction industry. However, Landmark Consultants has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing. Therefore, Landmark Consultants has prepared this conceptual estimate based on options & differing alignments & should not be used as a project budget & actuals costs may vary significantly from the Opinion of Probable Cost.

Exhibit B

All Grantor's right, title and interest in and to 0.98 cfs from the Shelton Ditch, and in and to the following water rights:

Water Right Name	Case/Decree Date	Type of Water Right	Appropriation Date	Decreed Uses
Shelton Ditch (orig. construction— Priority No. 4)	<i>In re Adjudication of the Priority of Rights to the Use of Water for Irrigation in Water District No. 57</i> 9/22/1892	Surface	4/15/1883	Irrigation
Shelton Ditch (first enlargement— Priority No. 37 or 35)	<i>In re Adjudication of the Priority of Rights to the Use of Water for Irrigation in Water District No. 57</i> 9/22/1892	Surface	10/30/1888	Irrigation
Shelton Ditch (second enlargement-- Priority No. 180)	C.A. No. 2514 7/12/1948	Surface	10/30/1888	Irrigation