



AMENDED AGENDA
HAYDEN TOWN COUNCIL MEETING
HAYDEN TOWN HALL – 178 WEST JEFFERSON AVENUE
THURSDAY, FEBRUARY 15, 2024
7:30 P.M.

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

Join Zoom Meeting

<https://us02web.zoom.us/j/84598597603?pwd=RVk4Q3dHSERQWitwUlhuNENsOWw4UT09>

Meeting ID: 845 9859 7603

One tap mobile

+16699009128,,84598597603# US (San Jose)

+12532158782,,84598597603# US (Tacoma)

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 7:00 P.M. – 7:30 P.M.

1. STAFF REPORTS

REGULAR MEETING – 7:30 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.

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.

- A. Consideration of minutes for the Regular Meeting, February 1, 2024 Page 3
- B. Consideration to ratify payment bill vouchers dated February 6, 2024 in the amount of \$74,105.88 Page 7
- C. Consideration to approve payment bill vouchers dated February 8, 2024 in the amount of \$188,945.51 Page 10
- D. Consideration of the Appointment of Michele Lewis, Charlie Cook, and David "Mo" DeMorat to Hayden Planning Commission Page 16
- E. Consideration to extend the plat recordation deadline for Prairie Run Subdivision in order to allow for completion of the Subdivision Improvement Agreement and Development Agreement to March 31st 2024
- 5. **OLD BUSINESS**
- 6. **NEW BUSINESS**
 - A. Review and Consider for Approval of Facilitation Contract with the Steadman Group LLC Page 19
 - B. Review and Consider for Approval an Inter-Governmental Agreement (IGA) between Routt County Sheriff's Office and Hayden Police Department Page 30
 - C. Review and Consider for Approval of Resolution 24-01 A Resolution Authorizing the Acquisition by Eminent Domain of Easement Interests in Real Property Situated in Routt County for the Purpose of Constructing a Wastewater Transmission Line Page 35
 - D. Review and Consider 1st reading Ordinance 733 An Ordinance Amending the Hayden Municipal Code by Amending Title 4 Concerning Animals and Establishing Additional Animal Regulations, Providing an Effective Date and setting a Public Hearing March 7, 2024 Page 55
 - E. Consideration for the approval of and authorization for the Mayor to sign a Resolution 2024-02, a Resolution Supporting the Grant Application for a Community Impact Program Grant from the State Board of the Great Outdoors Colorado Trust Fund and the completion of the Northwest Colorado Skate Dream Wheel Park Page 59
- 7. **PULLED CONSENT ITEMS**
- 8. **STAFF AND COUNCILMEMBER REPORTS AND UPDATES (CONTINUED, IF NECESSARY)**
- 9. **EXECUTIVE SESSION (IF NECESSARY)**
- 10. **ADJOURNMENT**

Work SessionStaff & Councilmember ReportsHAYDEN CENTER

Sarah Stinson, Director Arts and Events: Tickets are now on sale for the Galentine's Soiree - A build your own charcuterie hosted by the Hayden Arts Commission and Alpenglow Winebar at the Hayden Granary on Feb 13th. We are also working on the Grand Re-opening of the Hayden Center on March 14th.

Rhonda Sweetser, Director Parks and Recreation: 3rd/4th Volleyball has started. 5th grade begins next week. Pee Wee wrestling enrollment period is now open. Hayden Center will be offering new classes in February as well as changes in classes and times. Senior Citizens are able to visit the Hayden Center for free to walk around the gymnasium. It's Summer Somewhere Cornhole tournament is coming up in February.

POLICE

Chief of Police Scurlock: In cooperation with the Moffat/Routt County All Crimes Enforcement Team (ACET) and the Routt County Sheriff's Office, Hayden PD addressed a residence at 139 N. 3rd St. Information was obtained during one of the interdiction days, which led to an investigation into the residence by ACET. HPD and RSCO provided uniformed support, and two stops were made that were related to this residence. A stolen vehicle from Steamboat was recovered, a woman was arrested for the stolen vehicle, a man was arrested for possession of Fentanyl, and another man and woman were both arrested for felony warrants. With information from one of the stops, ACET obtained a search warrant for the two mobile homes on 139 N. 3rd, and the Combined Emergency Response Team (CERT) executed the search warrant. Two men and two women were arrested for various drug-related charges. Another vehicle in the driveway had been stolen from Craig and was able to be recovered. Close to 400 Fentanyl pills, a ½ ounce of methamphetamine, and a small amount of cocaine were seized in the investigation.

Chief Scurlock met with Routt County Crisis Support to establish a better relationship. We are working to have all PD staff members meet quarterly with a mental health professional as a kind of "regular checkup." This is not only something that will support our employees, but it's part of the council's strategic goals.

met with Routt County Crisis support team to establish a relationship with them. Scott would like to have quarterly mental health support with the Police Department. Working on policy to allow an On Duty Work Outs for staff.

Councilmember Bell asked if there were ways to retain and increase the Police Department. Town Manager, Mathew Mendisco explained that word of mouth and talking up the benefits and atmosphere that working with the Town of Hayden is encouraged. Other options are to send new recruits to the Police Academy in Glenwood.

PUBLIC WORKS

Bryan Richards, Public Works Director: Troubleshooting and repairing street lights. Found that conduit is crushed and wires are touching. Water has been working on year-end reports and backflow reporting. Staff has been working on migrating from paper to digital documents. Looking into Work Order software to improve efficiency.

PLANNING

Tegan Ebbert, Community Development Director: There is a public forum scheduled on Feb 15th at the Hayden Center with the Town and first impressions of Routt County. The forum is to educate on in Home Day Care options.

Looking forward at the summer mixer series. EDC would like to take 3 different business throughout the summer and spotlight them.

Mathew Mendisco, Town Manager: Engineering RFP was sent out. Staff will then eliminate any applications that did not meet the requirements. Finalist will be presented at a regular council meeting.

Sidewalks, Business Parks, Skateparks, have combined for over 14 million in capital improvement projects. Staff report to be continued following meeting.

Andrea Salazar, Finance Manager: none.

Staff reports will continue at the end of the meeting.

Councilmember Hicks: Brought up there is a new bill being introduced, if passed, it would impact Shelters and Law Enforcement. This could force Humane Societies into a 5-day holding period for strays. If there is a dog bite history it would create documentation from the Police Department to be provided to the holding shelter. The entire state would have a decision if the animal would be killed or not. No Kill members could accept the animals being re-released back into the community. CML is currently opposed but is waiting for amendments. Could affect the health and safety of the community if an aggressive animal is in the community.

Mayor Banks called the regular meeting of the Hayden Town Council to order at 7:30 p.m. Mayor Pro Tem Reese and Councilmembers Gann, Hicks, Bell and Carlson present. Also present were Town Manager, Mathew Mendisco, Police Chief, Greg Tuliszewski, Public Works Director, Bryan Richards, Community Development Director, Tegan Ebbert, Finance Manager, Andrea Salazar, Utility Clerk, Chistie Haight, Hayden Center Recreation Director, Rhonda Sweetser, and Hayden Center Arts and Events Director, Sarah Stinson.

**COUNCILMEMBER
REPORT AND UPDATE**

Mayor Banks offered a moment of silence.

**OPENING PRAYER
MOMENT OF SILENCE**

PLEDGE OF ALLEGIANCE Mayor Banks led the Pledge of Allegiance.

PUBLIC COMMENTS None

**PROCLAMATIONS/
PRESENTATIONS** None

CONSENT ITEMS Councilmember Hicks moved to approve the consent items with the correction of the names in from the January 18, 2024 minutes. Councilmember Carlson seconded. Roll call vote. Councilmember Carlson– aye. Councilmember Hicks– aye. Councilmember - Gann aye. Councilmember Bell– aye. Mayor Pro Tem Reese – aye. Mayor Banks – aye. Motion carried.

Consideration of bill

payment voucher –
January 25 , 2024 in the
amount of \$423,871.08

Consideration of bill
payment voucher –
January 26, 2024 in the
amount of \$44,480.31

Consideration to appoint
Derek Martin to the
Hayden Economic
Development Commission
with a two-year term

OLD BUSINESS

None

NEW BUSINESS

Final Plat-Prairie Run
Subdivision

Lindsay Newman from Norris Design presented final report prior to building permits. Lot 7 is set aside for a potential park. The design includes a walking pollinator path. They were able to provide open space for the neighborhood as well as the community. Utilizing clusters of trees to free up space for snow storage.

Public Hearing: Prairie
Run Final Plat, a 135
residential unit subdivision
development of 23.2
acres in the Commercial
(C) Zone District spread
across a mixture of two-
story multifamily and
townhome buildings and
8.2 acres of area
dedicated to future
commercial and mixed-
use development

Jennifer Henninger with Community Planning Strategies presented the power point regrading 1300 W Jefferson Ave the proposed Prairie Run site. Final plat criteria were reviewed with Town Council including a legal address and conformance with a preliminary plan. Access to the new park from the property will need rectified prior to final plat. All 5 preliminary plan conditions were met. Prairie run is compliance with the Town of Hayden Development Code. Final Plat conforms to Town technical standards regarding drainage, utility easements, etc.

Councilmember Carlson asked about lot 7 and CDOT being able to take away existing access. She is requesting how existing access may not be obtained. The Town will need to obtain an access permit. The use is changing so the access needs to be reevaluated. Per CDOT existing access points may no longer be used when there is an increase over 20% of traffic flow. CDOT prefers all highway access points align with an existing entrance. Councilmember Hicks asked if the traffic study would have any impact on the Poplar intersection. Town Manager Mendisco replied, no, the Poplar St. traffic study does not affect the traffic study near Prairie Run and Pinyon Pines estates. Traffic studies do try to factor in the next 20 years of potential growth so there is a review, but on a broader level.

Councilmember Bell asked why natural gas was not included in this plan. Kimball responded with it was not included due to the requirements from DOLA (grant funding). There are many advances in electrical and HVAC systems to improve efficiency. Currently the State of Colorado is looking to transition to a more renewable grid and moving away from Natural Gas.

Public Hearing opened at 8:21 pm
Public comments: NONE
Public Hearing closed at 8:22 pm

Review and Consideration to Approve Prairie Run Final Plat, a 135 residential unit subdivision development of 23.2 acres in the Commercial (C) Zone District spread across a mixture of two-story multifamily and townhome buildings and 8.2 acres of area dedicated to future commercial and mixed-use development

Mayor Banks moved to approve. Mayor Pro Tem Reese seconded. Roll call vote. Councilmember Bell – aye. Councilmember Gann – aye. Councilmember Hicks - aye. Councilmember – Carlson aye. Mayor Pro Tem Reese – aye. Mayor Banks – aye. Motion carried.

PULLED CONSENT ITEMS

STAFF AND COUNCILMEMBER REPORTS AND UPDATES CONTINUED

Town Manager Mendisco, working on the speed limit on the West end of Town. Mathew has a meeting regarding the street light at Poplar St vs an emergency signal. Hoping that in 2025 the Town will have money in our capital fund to pay for this. Submitted one of two grants for the Skate Park. We currently have approx. 550k reserved already with the Town Continuing 100k. Skate Park design has shifted due to the new location. Hayden center will be fully completed at the end of February. Feb 15th legislative update. Mathew will be in attendance at CML. Working on an updated hotel study to determine viability and location.

EXECUTIVE SESSION

None

ADJOURNMENT

Mayor Banks adjourned the meeting at 8:38 p.m.

Recorded by:

Andrea Salazar, Deputy Town Clerk

APPROVED THIS 15st DAY OF February 2024.

Ryan Banks, Mayor

Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
12696	AT&T Mobility	287293429932	Sewer - Cell Phone	01/20/2024	106.71		
12696	AT&T Mobility	287293429932	Streets - Cell Phone	01/20/2024	266.14		
12696	AT&T Mobility	287293429932	Water - Cell Phone	01/20/2024	111.61		
12696	AT&T Mobility	287293429932	Admin - Cell Phone	01/20/2024	245.35		
12696	AT&T Mobility	287293429932	HC Cell Phones	01/20/2024	147.21		
12696	AT&T Mobility	287293441320	PD - Cell Phone	01/20/2024	262.98		
Total 12696:					1,140.00		
1650	CEBT	INV 0063049	Sewer Benefits	01/30/2024	3,501.80		
1650	CEBT	INV 0063049	Streets Benefits	01/30/2024	6,652.99		
1650	CEBT	INV 0063049	Water Benefits	01/30/2024	4,304.33		
1650	CEBT	INV 0063049	Parks Benefits	01/30/2024	2,704.75		
1650	CEBT	INV 0063049	HC Benefits	01/30/2024	12,907.95		
1650	CEBT	INV 0063049	Sewer Admin Benefits	01/30/2024	2,031.80		
1650	CEBT	INV 0063049	Water Admin Benefit	01/30/2024	2,031.80		
1650	CEBT	INV 0063049	Admin Benefits	01/30/2024	6,155.42		
1650	CEBT	INV 0063049	Planning Benefits	01/30/2024	1,594.38		
1650	CEBT	INV 0063049	PD Benefits	01/30/2024	14,081.17		
1650	CEBT	INV 0063049	Leg Benefits	01/30/2024	2,702.49		
Total 1650:					58,668.88		
3770	CenturyLink	2067JAN2024	Dry Creek Lift Phone 9702762067	01/19/2024	31.00		
3770	CenturyLink	2559JAN2024	West End Phone 9702762559 417	01/19/2024	35.39		
3770	CenturyLink	5703JAN2024	Water Phones_3058	01/16/2024	38.07		
3770	CenturyLink	5703JAN2024	Streets Phones_3840	01/16/2024	76.27		
3770	CenturyLink	5703JAN2024	Sewer Phones_4330	01/16/2024	38.07		
Total 3770:					218.80		
1645	Charter Communications	172669201010	PD TV 172669201	01/07/2024	22.82		
Total 1645:					22.82		
13225	GreatAmerica Financial Services	35805776	TH - Copier Lease	01/26/2024	294.80		
Total 13225:					294.80		
12828	Luminate Fiber LLC	1201FEB2024	3001061201 HPD Broadband	02/01/2024	138.90		
12828	Luminate Fiber LLC	4701FEB2024	3001154701 - Loadout Utilities	02/01/2024	73.85		
12828	Luminate Fiber LLC	6301FEB2024	3001106301 Hayden Center Broa	02/01/2024	258.90		
Total 12828:					471.65		
1655	STANDARD INSURANCE COMP	00 750748 FEB	Sewer LTD	01/17/2024	76.82		
1655	STANDARD INSURANCE COMP	00 750748 FEB	STREETS LTD	01/17/2024	205.63		
1655	STANDARD INSURANCE COMP	00 750748 FEB	WATER LTD	01/17/2024	105.42		
1655	STANDARD INSURANCE COMP	00 750748 FEB	HC LTD	01/17/2024	251.58		
1655	STANDARD INSURANCE COMP	00 750748 FEB	PARKS LTD	01/17/2024	63.55		
1655	STANDARD INSURANCE COMP	00 750748 FEB	SWR ADM LTD	01/17/2024	49.64		
1655	STANDARD INSURANCE COMP	00 750748 FEB	WTR ADM LTD	01/17/2024	49.64		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
1655	STANDARD INSURANCE COMP	00 750748 FEB	ADMIN LTD	01/17/2024	151.79		
1655	STANDARD INSURANCE COMP	00 750748 FEB	PD LTD	01/17/2024	308.93		
1655	STANDARD INSURANCE COMP	00 750748 FEB	PLNG LTD	01/17/2024	42.00		
Total 1655:					1,305.00		
8740	Visa	09802607 JAN	PW - Amazon	01/23/2024	98.40		
8740	Visa	09802607 JAN	Admin - Apple	01/23/2024	2.99		
8740	Visa	09802607 JAN	Admin - Gravity House Mtn Rail Tr	01/23/2024	381.42		
8740	Visa	09802607 JAN	HC - Fitness Balls, Basketballs	01/23/2024	453.99		
8740	Visa	09802607 JAN	HC - Fitness Mats	01/23/2024	51.99		
8740	Visa	09802607 JAN	Admin - Hook & Harvest Mtn Rail	01/23/2024	24.90		
8740	Visa	09802607 JAN	Admin - Gravity Haus Refund Mtn	01/23/2024	38.42-		
8740	Visa	09802607 JAN	Admin - Hyatt Mountain Rail Mtng	01/23/2024	24.25		
8740	Visa	09802607 JAN	Admin - Hyatt Mountain Rail Mtng	01/23/2024	139.00		
8740	Visa	09802607 JAN	Canva - Annual Subscription	01/23/2024	119.99		
8740	Visa	09802607 JAN	Admin - Fuel	01/23/2024	20.07		
8740	Visa	09802607 JAN	Admin - Creek View	01/23/2024	38.97		
8740	Visa	09802607 JAN	HC - Amazon	01/23/2024	49.50		
8740	Visa	09802607 JAN	PW - Flower Truck Repair	01/23/2024	370.00		
8740	Visa	09802607 JAN	PW - Frentress Water Test	01/23/2024	50.00		
8740	Visa	09802607 JAN	PW - Creek View Water Break Me	01/23/2024	92.81		
8740	Visa	09802607 JAN	PW - Harbor Freight Water Main B	01/23/2024	108.98		
8740	Visa	09802607 JAN	PW - Harbor Freight Shop Tools	01/23/2024	163.89		
8740	Visa	09802607 JAN	PW - iPhone Chargers	01/23/2024	37.52		
8740	Visa	09802607 JAN	PW - AWWA Water Education Mat	01/23/2024	261.00		
8740	Visa	09802607 JAN	PW - Trenchless Waterline Tool	01/23/2024	1,555.08		
8740	Visa	09802607 JAN	.ORG Domain Renewal	01/23/2024	23.17		
8740	Visa	09802607 JAN	PD - Certified Mail	01/23/2024	5.01		
8740	Visa	09802607 JAN	PW - Water Samples Postage	01/23/2024	3.55		
8740	Visa	09802607 JAN	Admin - Mailchimp	01/23/2024	52.50		
8740	Visa	09802607 JAN	Admin - Labor Law Posters	01/23/2024	119.40		
8740	Visa	09802607 JAN	Admin - Postage	01/23/2024	132.00		
8740	Visa	09802607 JAN	TC Joint Dinner with Hayden RE-	01/23/2024	319.19		
8740	Visa	09802607 JAN	Admin - Refund Lodging Caselle	01/23/2024	256.14-		
8740	Visa	09802607 JAN	Admin - Office Supplies	01/23/2024	65.10		
8740	Visa	09802607 JAN	Apps 4 Rent - Email License Ren	01/23/2024	1,008.04		
8740	Visa	09802607 JAN	Zoom Annual License	01/23/2024	326.48		
8740	Visa	09802607 JAN	HC - Laundry Detergent	01/23/2024	79.50		
8740	Visa	09802607 JAN	HC - Phones Nextiva	01/23/2024	190.09		
8740	Visa	09802607 JAN	HC - Office Supplies	01/23/2024	51.11		
8740	Visa	09802607 JAN	PD - Uniform Stocking Caps	01/23/2024	99.05		
8740	Visa	09802607 JAN	HC - Background Check	01/23/2024	4.00		
8740	Visa	09802607 JAN	HC - Background Check	01/23/2024	4.00		
8740	Visa	09802607 JAN	HC - Background Check	01/23/2024	4.00		
8740	Visa	09802607 JAN	HC - Vacuum, Filters and Coat Ra	01/23/2024	407.67		
8740	Visa	09802607 JAN	HC - Brother Copier Ink	01/23/2024	261.14		
8740	Visa	09802607 JAN	HC - Plexiglass Frame Holders	01/23/2024	260.97		
8740	Visa	09802607 JAN	HC - Posters	01/23/2024	203.40		
8740	Visa	09802607 JAN	HC - Fitness Towels	01/23/2024	196.00		
8740	Visa	09802607 JAN	HC - Cornhole Bags	01/23/2024	78.58		
8740	Visa	09802607 JAN	HC - Cornhole Bags	01/23/2024	28.99		
8740	Visa	09802607 JAN	HC - Phones Nextiva Credit	01/23/2024	17.66-		
8740	Visa	09802607 JAN	PD - Creek View, Judge/Court Cl	01/23/2024	80.52		
8740	Visa	09802607 JAN	PD - When I Work	01/23/2024	80.00		
8740	Visa	09802607 JAN	PD - Office Desk Riser	01/23/2024	109.60		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
8740	Visa	09802607 JAN	PD - 2023 Federal Court Rules	01/23/2024	105.72		
8740	Visa	09802607 JAN	Reimb Travel Fraud	01/23/2024	313.04-		
8740	Visa	09802607 JAN	PD - Foreign Transaction Fee Fra	01/23/2024	.40		
Total 8740:					7,722.67		
13086	Vital Records Holding, LLC	3917871GJT1	PD - Document Shredding	11/30/2023	50.00		
13086	Vital Records Holding, LLC	3984153GJT1	PD - Document Shredding	12/31/2023	57.66		
Total 13086:					107.66		
13061	Xerox Financial Services	5231653	TH - Copier Lease	01/01/2024	245.43		
13061	Xerox Financial Services	5324311	HC - Copier Lease	01/14/2024	186.36		
Total 13061:					431.79		
4010	Yampa Valley Electric	1802JAN2024	1510001802 Street Lights	01/30/2024	3,238.23		
4010	Yampa Valley Electric	8003JAN2024	750008003 Hayden Center	01/30/2024	305.58		
Total 4010:					3,543.81		
4245	Zirkel Wireless, LLC	261180	Acct 4378 internet	02/01/2024	99.00		
4245	Zirkel Wireless, LLC	261207	Acct 4377 internet	02/01/2024	79.00		
Total 4245:					178.00		
Grand Totals:					74,105.88		

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
7550	ALERT/SAM	MARCH2024	2024 Membership	02/08/2024	100.00		
Total 7550:					100.00		
12379	Axon Enterprises, Inc	INUS221658	PD - 6 x In Car Digital Cameras	01/20/2024	16,329.60		
Total 12379:					16,329.60		
1200	Bear River Valley Co-Op	JAN2024	Admin Fuel	01/25/2024	50.05		
1200	Bear River Valley Co-Op	JAN2024	Streets Vehicle Expense	01/25/2024	1,474.57		
1200	Bear River Valley Co-Op	JAN2024	Streets - Snow Removal	01/25/2024	3,830.07		
1200	Bear River Valley Co-Op	JAN2024	Parks - Vehicle Exp	01/25/2024	421.36		
1200	Bear River Valley Co-Op	JAN2024	Parks - Trails	01/25/2024	37.05		
1200	Bear River Valley Co-Op	JAN2024	Water vehicle exp - fuel	01/25/2024	279.03		
1200	Bear River Valley Co-Op	JAN2024	Sewer Vehicle Expense	01/25/2024	236.08		
1200	Bear River Valley Co-Op	JAN2024	PD Vehicle Expense	01/25/2024	843.21		
Total 1200:					7,171.42		
7900	Browns Hill Engineering &	1227	SCADA Lease - Mar	02/01/2024	2,338.00		
Total 7900:					2,338.00		
1400	Caselle Inc	130642	Admin	02/01/2024	758.40		
1400	Caselle Inc	130642	Water Admin	02/01/2024	379.20		
1400	Caselle Inc	130642	Sewer Admin	02/01/2024	379.20		
1400	Caselle Inc	130642	Hayden Center	02/01/2024	379.20		
Total 1400:					1,896.00		
1410	CASH	06FEB2024	ISS Cornhole Prize Money	02/06/2024	1,280.00		
Total 1410:					1,280.00		
13329	Chenoweth, Julie	2024-2-5-24-C	Yampa Valley Community Fund FI	02/05/2024	2,530.89		
Total 13329:					2,530.89		
13106	Column Software PBC	315EBC08-008	Engineering RFQ	01/24/2024	46.18		
Total 13106:					46.18		
13066	Community Planning Strategies, L	2023-0230	Professional Services	01/10/2024	1,081.55		
13066	Community Planning Strategies, L	2023-0230	Prairie Run Prelim	01/10/2024	3,051.53		
Total 13066:					4,133.08		
1870	Consolidated Electrical Dist	1534-1029369	Downtown Light Bulbs	01/29/2024	62.22		
1870	Consolidated Electrical Dist	1534-1029369	TK Bathroom Light	01/29/2024	34.56		
1870	Consolidated Electrical Dist	1534-1029480	Street Light Pole Repair	01/30/2024	818.91		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
					915.69		
	Total 1870:						
13167	Dex Imaging	AR10762130	HC - Copier 1/1-1/31/2024	02/06/2024	73.64		
	Total 13167:				73.64		
9000	Dowling Land Surveyors	02FEB2024WA	Washington to S 3rd	02/05/2024	480.00		
9000	Dowling Land Surveyors	05FEB2024	Walker Ditch Dry Creek Crossing	02/05/2024	1,380.00		
	Total 9000:				1,860.00		
13196	ETG Systems, Inc	5242735	HC - 24 Hour Access Cards	01/09/2024	525.00		
	Total 13196:				525.00		
4890	FedEx	8-395-08537	Water Sample Shipping	02/01/2024	121.79		
	Total 4890:				121.79		
12771	Fones Construction LLC	222128	Snow Removal	01/27/2024	5,590.00		
	Total 12771:				5,590.00		
12773	Freedom Mailing Services	47052	Utility Billing	01/27/2024	232.52		
12773	Freedom Mailing Services	47052	Utility Billing	01/27/2024	232.53		
	Total 12773:				465.05		
13209	Friends of Perry Mansfield Inc	FALL2023	Oct/Nov Dance Instruction	11/09/2023	6,400.00		
	Total 13209:				6,400.00		
13324	Government Finance Officers Ass	2326107	GFOA Annual Membership Dues	01/31/2024	160.00		
	Total 13324:				160.00		
12451	Grand Junction Winwater Compa	072751 01	Distribution Inventory	01/17/2024	798.26		
	Total 12451:				798.26		
12873	Green Building Initiative	15243	Hayden Center Design Review	01/19/2024	6,000.00		
	Total 12873:				6,000.00		
12761	Hayden Granary LLC	07FEB2024	US 40 Sidewalk Easement Reimb	02/07/2024	2,000.00		
	Total 12761:				2,000.00		
2580	Hayden Merc	01-1796986	PW - Nuts/Bolts	01/06/2024	4.99		
2580	Hayden Merc	01-1797969	PD - Adhesive Remover for #717	01/08/2024	11.99		
2580	Hayden Merc	01-1798570	HC - New Door Numbers	01/09/2024	303.36		
2580	Hayden Merc	01-1798729	PW - Dust Masks	01/09/2024	6.99		
2580	Hayden Merc	01-1799800	PW - Table Saw	01/11/2024	649.99		
2580	Hayden Merc	01-1802332	PW - Nuts/Bolts	01/15/2024	5.50		
2580	Hayden Merc	01-1802438	PW - Soldering Torch	01/15/2024	9.99		
2580	Hayden Merc	01-1803360	HC - Acetone	01/16/2024	11.99		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
2580	Hayden Merc	01-1803762	PW - Duct Tape	01/17/2024	8.99		
2580	Hayden Merc	01-1807852	PW - 309 Harvest Curbstop R&M	01/24/2024	30.55		
2580	Hayden Merc	01-1807858	PW - Coffee, Paper Towels	01/24/2024	87.92		
2580	Hayden Merc	01-1807968	PW - Nuts/Bolts	01/24/2024	1.89		
2580	Hayden Merc	01-1810514	Parks - JCP Cleaning Supplies	01/29/2024	18.58		
2580	Hayden Merc	01-1810641	HC - Self Tapping Screws	01/29/2024	9.79		
2580	Hayden Merc	01-1810898	PW - Ice Busters at Parks	01/29/2024	24.99		
2580	Hayden Merc	01-1811369	HC - Bleacher, TK Key Copies	01/30/2024	29.90		
2580	Hayden Merc	01-1811920	PW - Kum & Go Street Light Repa	01/31/2024	5.59		
2580	Hayden Merc	01-1812109	PW - Brushes	01/31/2024	28.98		
2580	Hayden Merc	0-1811997	PW - Kum & Go Street Light Repa	01/31/2024	7.99		
2580	Hayden Merc	02-1791050	HC - Water Heater Repair	01/03/2024	1.49		
2580	Hayden Merc	02-1791645	PW - Gloves, Distribution Repair 3	01/04/2024	37.98		
2580	Hayden Merc	02-1793671	HC - Ice Melt Spreder, Brooom	01/08/2024	129.96		
2580	Hayden Merc	02-1797488	PW - Icemelt Bucket	01/15/2024	11.58		
2580	Hayden Merc	02-1798123	HPR - Meeting Snacks	01/16/2024	35.97		
2580	Hayden Merc	02-1805266	PW - Parks Cleaning Supplies	01/30/2024	72.54		
2580	Hayden Merc	02-1805791	HH Sample Station Hose Bib	01/31/2024	14.99		
2580	Hayden Merc	02-1805904	PW - Kum & Go Street Light Repa	01/31/2024	36.79		
2580	Hayden Merc	03-1716402	PW - Gas Cans for Shop	01/04/2024	109.96		
2580	Hayden Merc	03-1725259	PW - Heat Shrink Lighter	01/24/2024	5.59		
2580	Hayden Merc	03-1725372	PW - Self Tapper Screws	01/25/2024	16.99		
2580	Hayden Merc	03-1727903	HC - Door Paint	01/31/2024	35.53		
Total 2580:					1,769.34		
12768	Hayden Rental & Repair	2930	PW - 309 Harvest Curbstop Repai	01/22/2024	686.48		
Total 12768:					686.48		
13325	HSG, LLC	PINV0003043	PD - Equipment Pouches for Oute	01/25/2024	682.77		
Total 13325:					682.77		
5890	IntelliChoice, Inc.	1232974	PD - Digital Traffic Ticketing	02/02/2024	15,760.00		
Total 5890:					15,760.00		
12109	Jim Haskins	JAN2024	Town Hall Cleaning	02/04/2024	200.00		
Total 12109:					200.00		
13320	Kimball Midwest	101842986	PW - Cleaning & Penetrating Oil	01/23/2024	40.11		
Total 13320:					40.11		
13326	Lewis, James	398.01-2023	Reimburse Regular vs Senior Rat	02/05/2024	526.20		
Total 13326:					526.20		
13308	LN Curtis and Sons	INV763129	PD - Short Sleeve Uniforms	11/08/2023	270.41		
13308	LN Curtis and Sons	INV765383	Uniform Shipping	11/16/2023	23.94		
13308	LN Curtis and Sons	INV784597	PD - Cossey Uniform Shirts	01/23/2024	112.77		
13308	LN Curtis and Sons	INV785016	PD - Cossey Uniform Shirts	01/24/2024	94.55		
Total 13308:					501.67		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
8375	MASON SIEDSCHLAW	2588	PD - Monthly Cloud Server	02/01/2024	317.00		
8375	MASON SIEDSCHLAW	2589	HC - Internet Subscription Renewa	02/06/2024	416.00		
Total 8375:					733.00		
8920	Murdoch's Ranch & Home Craig	INV 5072148	PW - Hockaday, T Clothing	01/13/2024	114.99		
8920	Murdoch's Ranch & Home Craig	INV-4873149	PW - Frentress Clothing	01/02/2024	229.98		
8920	Murdoch's Ranch & Home Craig	INV-4968694	PW - Case Clothing	01/07/2024	215.97		
8920	Murdoch's Ranch & Home Craig	INV-5246247	PW - Richards Clothing	01/24/2024	116.24		
Total 8920:					677.18		
4060	Murray Dahl Beery & Renaud LLP	18415	Speical Council Review	02/05/2024	2,617.47		
4060	Murray Dahl Beery & Renaud LLP	18416	Municipal Prosecution	02/05/2024	702.00		
Total 4060:					3,319.47		
4080	Northwest CO Consultants Inc	23-13181-01	5th & Sage Creek Soil Testig	11/14/2023	996.40		
Total 4080:					996.40		
13256	PDS INC	AR78465	PD - Copier	02/09/2024	55.45		
13256	PDS INC	AR78466	PW - Copier	02/09/2024	12.72		
Total 13256:					68.17		
1350	Pinnacol Assurance	21560337	PD Work Comp # 10207287	01/22/2024	213.48		
Total 1350:					213.48		
13197	Reese, Robert	12FEB2024	Boom Lift Purchase	02/12/2024	14,000.00		
Total 13197:					14,000.00		
13213	Routt County Humane Society Inc	205335	365 E Lincoln Animal Impound	01/18/2024	4,320.00		
Total 13213:					4,320.00		
13300	Royer, Erica	2024-2-5-2024	Yampa Valley Community Fund FI	02/05/2024	6,919.00		
Total 13300:					6,919.00		
7090	Samuelson's - Craig	281684	HC - Squat Rack Boards	01/23/2024	73.46		
Total 7090:					73.46		
1770	Schmueser Gordon Meyer, Inc.	2022-268.001-	Northwest Business Park NEPA	01/25/2024	340.00		
Total 1770:					340.00		
13298	Soroka, Alicia	2024-2-5-24-P	Yampa Valley Community Flood R	02/05/2024	13,999.45		
Total 13298:					13,999.45		
13327	Southern Tire Mart LLC	5390014600	PW - Truck #5 Tires	01/31/2024	544.12		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
Total 13327:					544.12		
12727	Stand Creative Studio	4121	Website Hosting	02/01/2024	150.00		
Total 12727:					150.00		
10930	Standard Plumbing Supply Co.	WFBW68	Parks - Bathroom Updates for Cle	01/30/2024	280.73		
Total 10930:					280.73		
12494	Steamboat Springs Auto Parts, In	134646	PD - Adhesive for decal removal o	01/08/2024	22.78		
12494	Steamboat Springs Auto Parts, In	137771	Return Shop Towels	01/11/2024	104.93-		
12494	Steamboat Springs Auto Parts, In	437432	Seneca Generator	01/02/2024	189.99		
12494	Steamboat Springs Auto Parts, In	437439	F350 Battery @ Race Track	01/02/2024	189.99		
12494	Steamboat Springs Auto Parts, In	437452	Flower Truck Repair	01/02/2024	132.55		
12494	Steamboat Springs Auto Parts, In	437476	Starter Fluid	01/03/2024	7.19		
12494	Steamboat Springs Auto Parts, In	437490	Flower Truck Repair	01/03/2024	22.66		
12494	Steamboat Springs Auto Parts, In	437523	Flower Truck Repair	01/04/2024	69.76		
12494	Steamboat Springs Auto Parts, In	437543	PW - Wheel Hub Spindle Tool	01/04/2024	20.99		
12494	Steamboat Springs Auto Parts, In	437544	PW - Spindle Nut Wrench	01/04/2024	5.00		
12494	Steamboat Springs Auto Parts, In	437553	PW - Face Shield	01/04/2024	51.78		
12494	Steamboat Springs Auto Parts, In	437637	Snocat Block Heater	01/08/2024	106.99		
12494	Steamboat Springs Auto Parts, In	437639	Snocat Coolant	01/08/2024	33.87		
12494	Steamboat Springs Auto Parts, In	437658	Seneca Hill Starter	01/08/2024	325.35		
12494	Steamboat Springs Auto Parts, In	437685	PW - Def 140AWD	01/09/2024	31.98		
12494	Steamboat Springs Auto Parts, In	437766	Snocat Plugs	01/11/2024	8.41		
12494	Steamboat Springs Auto Parts, In	437770	PW - Shop Towels	01/11/2024	119.92		
12494	Steamboat Springs Auto Parts, In	437939	PW - Dump Truck Fuses	01/16/2024	26.74		
12494	Steamboat Springs Auto Parts, In	437955	PW - Dump Truck Wiring	01/16/2024	17.76		
12494	Steamboat Springs Auto Parts, In	438005	Return Seneca Starter	01/17/2024	151.30-		
12494	Steamboat Springs Auto Parts, In	438036	PW - Truck #10 Fuel Filter & Fuel	01/18/2024	42.98		
12494	Steamboat Springs Auto Parts, In	438081	PW - F250 & JD Tractor Wipers &	01/19/2024	74.20		
12494	Steamboat Springs Auto Parts, In	438180	HC - Heat Repair	01/23/2024	27.15		
12494	Steamboat Springs Auto Parts, In	438203	PW - Air Filters, Rags	01/23/2024	143.45		
12494	Steamboat Springs Auto Parts, In	438205	PW - Truck #8 Bulbs	01/23/2024	13.78		
12494	Steamboat Springs Auto Parts, In	438378	PW - Snow Machine Oil	01/29/2024	44.99		
12494	Steamboat Springs Auto Parts, In	438466	PW - Truck #1 Battery	01/31/2024	249.99		
12494	Steamboat Springs Auto Parts, In	438467	WWTP Generator Radiator	01/31/2024	119.55		
12494	Steamboat Springs Auto Parts, In	438483	WWTP Generator Radiator	01/31/2024	162.67		
12494	Steamboat Springs Auto Parts, In	438484	PD - #719 Oil & Filter	01/31/2024	81.97		
Total 12494:					2,088.21		
13328	Stinson, Sarah	26JAN2024	Arts Travel Reimbursement	01/26/2024	55.02		
Total 13328:					55.02		
13048	Stuart Stamp & Engraving, LLC	INV-58645	Council Nameplates	01/30/2024	75.83		
Total 13048:					75.83		
13182	Sunflower Persepective LLC	83385915	Rental Furniture Storage	02/01/2024	150.00		
13182	Sunflower Persepective LLC	83387205	HC - Storage	02/01/2024	150.00		
Total 13182:					300.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
12634	Sunrise Engineering, Inc.	0140640	Prairie Run Development Review	02/06/2024	2,685.53		
12634	Sunrise Engineering, Inc.	0140640	General Engineering	02/06/2024	2,374.00		
12634	Sunrise Engineering, Inc.	0140641	Washington St Extension Study	02/06/2024	3,269.00		
Total 12634:					8,328.53		
13190	Trey Steven Mullen	JAN2024	Media/Communications	02/08/2024	2,000.00		
Total 13190:					2,000.00		
9545	U.S. Tractor & Harvest, Inc.	P80157	JD Tractor Plow Attachments	01/29/2024	464.36		
9545	U.S. Tractor & Harvest, Inc.	P80158	Z Track Hitch	01/29/2024	46.01		
Total 9545:					510.37		
12864	UNCC	224010714	Locates	01/31/2024	9.03		
Total 12864:					9.03		
7070	USA BlueBook	INV00263364	WTP Chlorine Test	01/31/2024	515.32		
Total 7070:					515.32		
3880	Wagner Equipment Co	P04C0342337	PW - Loader Light Bulb	01/16/2024	185.09		
3880	Wagner Equipment Co	P04C0342338	PW - Backhoe Light	01/16/2024	167.09		
3880	Wagner Equipment Co	P04C0342445	PW - Loader Blade	01/20/2024	53.33		
3880	Wagner Equipment Co	P04C0342446	PW - John Deer Plow Hoses	01/20/2024	89.72		
Total 3880:					495.23		
9960	Warning, Tanya	JAN2024	Janitorial Services	01/31/2024	200.00		
Total 9960:					200.00		
10600	Waste Management-SBS #001-85	JAN2024	Residential Trash Service	01/31/2024	26,516.85		
Total 10600:					26,516.85		
13286	Wilcox, Desiree	2024-2-5-2024	YVCF Flood Relief	02/05/2024	8,400.00		
Total 13286:					8,400.00		
12261	Yampa Valley Brewing Company	JUN-DEC2024	Q3 & Q4 2023 Final Sales Tax Inc	01/17/2024	989.49		
Total 12261:					989.49		
13231	Yeh & Associates, Inc	222-055-9	Hwy 40 Sidewalks #9	02/06/2024	10,926.00		
Total 13231:					10,926.00		
Grand Totals:					188,945.51		



Town of Hayden

Town Council

MEETING DATE: February 15, 2024

AGENDA ITEM TITLE: Appointments to Hayden Planning Commission

- i. Recommendation to Re-Appointment of Michele Lewis to the Hayden Planning Commission as a Regular Member for a term expiring 1/31/2029.
- ii. Recommendation to Appointment of Charlie Cook to the Hayden Planning Commission as a Regular Member for a term expiring 1/31/2028.
- iii. Recommendation to Appointment of David "Mo" Demorat to the Hayden Planning Commission as an Alternate Member for a term expiring 1/31/2027.

AGENDA SECTION: Consent Agenda

PRESENTED BY: Tegan Ebbert, Community Development Director.

CAN THIS ITEM BE RESCHEDULED: Not preferred.

BACKGROUND REVIEW: The Hayden Planning Commission has had several vacancies due to members leaving for various reasons. Both Charlie Cook and David "Mo" Demorat are applying as new Planning Commission Members. Town Staff has spoken to both applicants and feels they will be good additions to the commission. Both have letters of interest as attachments to this packet.

Michele Lewis was appointed to the Hayden Planning Commission in 2018 and her term expired on 1/31/2024. She has requested to be reappointed to Planning Commission.

RECOMMENDATION:

- i. Move to approve the re-appointment of Michele Lewis to the Hayden Planning Commission as a Regular Member for a term expiring 1/31/2029.
- ii. Move to approve the appointment of Charlie Cook to the Hayden Planning Commission as a Regular Member for a term expiring 1/31/2028.
- iii. Move to approve the appointment of David "Mo" Demorat to the Hayden Planning Commission as an alternate Member for a term expiring 1/31/2027.

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

Charlie Cook

173 s 6th street.

Hayden, CO 81639

970-388-3557

Ccook@steamboat.com

SnowSports Manager

February, 2nd 2024

Dear Hayden Planning Commission:

It didn't take me long to fall in love with the Yampa Valley. Like so many folks, initially I was here to chase the snow, working seasonal jobs and never quite sure what the next year would hold. Before I knew it though the power days became less important, and it was the people and the community around me that kept me coming back.

My wife and I moved from Steamboat to Hayden a few years back and quickly realized this was where we wanted to put down roots, this is where we wanted to raise a family. There's something special about our little town, seeing your neighbor at the Merc or running into friends at the brewery. In the few years since we moved here it seems like every year something new and exciting is coming to town. I would jump at the opportunity to be part of Hayden's story and to help our community and neighbors grow and prosper.

If you have questions, or if you want to schedule an interview, please contact me at 970-388-3557 or ccook@steamboat.com

Sincerely, Charlie Cook

February 7, 2024

Tegan Ebbert

Tegan.ebbert@haydencolorado.org

970-276-3741 ext. 14

Dear Tegan

I am Mo DeMorat, a resident of Hayden and the Emergency Operations Director for Routt County. I am also a retired Marine Corps officer, serving over 23 years active duty. I am writing to express my interest in serving on the Hayden Planning Commission.

As a resident of Hayden, with a grandchild in the day care at the Hayden Community Center and a child in Hayden High School, I see the potential growth of the Town and recognize the need to plan for this growth responsibly. This growth will place increased demands on services such as education and day care, requiring these services to grow commensurate with the increased demand. As evidenced in previous debates on multifamily housing units being developed in Hayden to meet the significant housing crisis in Routt County, it is clear that an acceptable solution requires responsible planning.

As the Emergency Operations Director for Routt County, I am responsible for preparing and responding to any major emergency or disaster that occurs in the County. This requires extensive planning, including hazard analysis and hazard mitigation plans, capability and vulnerability analyses, and the development of a family of emergency response and recovery plans. The increased growth in Hayden will affect these analyses and response plans. Responsible planning requires consideration of the wildfire and flooding hazards and the best methods to mitigate these hazards, including landscaping and building codes, identification and update of flood zones and drainage systems, ensuring adequate evacuation routes throughout the County and Town to allow residents to safely and expeditiously displace away from a hazardous situation, and hardening critical infrastructure to increase its resilience in the presence of the most likely hazards the Town may experience. In my capacity as Plans and Policy Committee Chair to the Routt County Wildfire Mitigation Council I have worked closely with the Regional Building Department and Routt County Planning Department for the development and implementation of Wildland Urban Interface (WUI) building codes and the Unified Development Code currently under development.

With my planning experience and my desire to see the Town of Hayden grow responsibly and continue to provide essential services and the quality of life expected by its residents, I believe I can provide value to the Planning Commission and I look forward to the opportunity to contribute to the team's success.

Respectfully

David "Mo" DeMorat

ddemorat@msn.com

858-254-2938



Town of Hayden

Town Council Agenda Item

MEETING DATE: February 15th, 2024

AGENDA ITEM TITLE: Review and Consider Approval of Facilitation Contract with the Steadman Group LLC

AGENDA SECTION: New Business

PRESENTED BY: Mathew Mendisco

CAN THIS ITEM BE RESCHEDULED: Yes, but not recommended

BACKGROUND REVIEW: The Region 1 Opioid Council has approved a contract for facilitation with the Steadman Group LLC which is a widely known company that has helped across the State with Opioid planning and recovery. The Town is the fiscal agent for the region so this must be approved by Council.

RECOMMENDATION: Council approve the Contract with the Steadman Group LLC as presented.

MANAGER RECOMMENDATION/COMMENTS: I concur with this recommendation



AGREEMENT FOR PROFESSIONAL SERVICES

This **AGREEMENT FOR PROFESSIONAL SERVICES** is made effective the fifteenth day of February, 2024 between the TOWN OF HAYDEN, a Colorado home rule municipal corporation ("Town"), and The Steadman Group ("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 exhibits, and any work orders subsequently authorized by, and for the Town of Hayden, 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 identified in Exhibit A, and compensated on the basis of time and expenses with reference to Exhibit B (Rate Schedule) 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 for a one-year period, with the option to renew in additional one-year periods, unless earlier terminated pursuant to paragraph 12, subject to and conditioned upon annual budgeting by the Town for Consultant's services pursuant to Section 9, 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 12, below.

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(970) 276-3741 • Fax (970) 276-3644
www.haydencolorado.org



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. **EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**
10. **We believe diversity makes us stronger.** During the performance of a contract awarded pursuant to this advertised "Request for Proposal", the Consultant agrees as follows:
 11. The vendor will not discriminate against any employee or applicant for employment because of and **without regard to sex, gender identity, sexual orientation, genetics, race, color, religion, national origin, disability, protected Veteran status, age, or any other characteristic protected by law.** The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 12. The vendor, in all solicitations or advertisements for employee's places by or on behalf of the vendor, will state that such Consultant is an equal opportunity employer with the specific language in paragraph A above.

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13. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purposes of meeting the requirements of this section.
14. Consultant shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.
15. Conflicts of Interest. Consultant understands that conflicts of interest may arise from time-to-time due to the demographics of Routt County and how closely aligned both parties missions are in terms of climate action. The Town of Hayden follows Colorado CRS 31-4-404 and expects that consultants that are contracted with the Town will also adhere to this standard.
16. 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

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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 \$150,000 per person and \$600,000 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.

17. 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 Hayden and nothing in this contract shall be construed as a multi-year financial obligation of the Town.
18. 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.
19. 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.

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20. Agreement Administration and Notice. For purposes of administering this Agreement, the Town Council hereby appoints the Town Manager 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: Mathew Mendisco, Town Manager
Town of Hayden
P.O Box 190
178 West Jefferson
Hayden, CO 81639

To the Consultant: Joseph Kennedy Costello
The Steadman Group
4460 Aaron Place
Boulder, CO 80303

21. 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.
22. 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.
23. 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.
24. Force Majeure. Consultant shall not be responsible for any time delays caused by by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Consultant's control.



- 25. 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.
- 26. 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.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 15 day of February, 2024.

TOWN OF HAYDEN
a Colorado home rule municipal corporation

By: _____
Mathew Mendisco, Town Manager

ATTEST:

Sharon Johnson, Town Clerk

CONSULTANT

By: _____
DocuSigned by:
Joseph Costello 2/5/2024 | 1:52 PM PST
A2B949F59CEE41D...

Joseph Kennedy Costello, 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 scope of services from the Consultant (Appendix A). Specific direction will be provided by the Town as needed within the attached scope. 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 Manager.

Appendix A: Region 1 Opioid Council Facilitation Proposal: The Steadman Group

November 28, 2023

The Steadman Group (TSG) is excited to provide facilitation services to the Region 1 Council comprising Routt, Moffat, Rio Blanco, Grand, and Jackson Counties. We are the most experienced group in the state, and potentially the country, in facilitating opioid settlement governance committees, having worked with dozens of counties around the country on their efforts already. Our work has received praise for its transparency, fairness, and efficiency.

We are committed to the effective distribution of these funds in support of substance use prevention and education, treatment, recovery, criminal justice, and harm reduction. We will use both your governance committee's time and our efforts efficiently and shepherd your settlement funds responsibly. Further, we are well-acquainted with the substance use disorder landscape in Region 1 after providing project management and facilitation for Memorial Regional Health's HRSA RCORP Implementation grant. As a result, we are familiar with all major treatment providers in the region and have been instrumental in expanding recovery resources through recovery housing.

In alignment with the goals laid out by the Colorado Attorney General and the state's Director of Opioid Response, we will assist the Council by providing ongoing group facilitation and technical assistance to ensure funding initiatives are identified and carried out with fidelity to the approved funding plan. We are committed to the equitable distribution of these funds in support of substance use prevention and education, treatment, recovery, criminal justice, and harm reduction. The Opioid Settlement Funds will extend Region 1's capacity to address this deadly epidemic.

The overdose epidemic has strained our country's substance use prevention, treatment and recovery capacity and left hundreds of thousands of tragedies in its wake. Region 1 has not been spared this phenomenon. From 2020 to 2022 alone, at least 52 people died from drug overdoses in Region 1. This is an alarming statistic for such a rural area. Given recent statewide trends, it is nearly certain that these numbers have continued to climb in the last year, outpacing suicides and homicides combined. It is time to confront this issue directly and create a systematic plan for reducing opioid-related harm in Region 1.

The Steadman Group has worked with eight of the 19 Opioid Settlement regions across Colorado. Each region brings its own strengths and challenges to the table, requiring us to tailor our facilitation strategy to the unique needs of the region. As such, we have learned a significant amount about Opioid Settlement facilitation best practices. We daresay there is no other organization in the nation with as much experience in this nascent process. As a result, we are well acquainted with how to develop cohesive and inclusive committees, manage meetings with diverse stakeholders, navigate complex conversations and inform the development of spending plans. We are also deeply learned in the Opioid Settlement process as it plays out in real time across Colorado and the nation.

Project Description: Consulting support *this year* will include the following three focus areas: Communication and Facilitation, Technical Assistance, and Council Sustainability, outlined in detail below. We recognize the need for formal Strategic Plan and Evaluation; specifically, a long-term strategic spending plan and an evaluation plan that that Council can use to gauge outcome progress. This will be instrumental in future spending decisions and will give the Council a roadmap to work from, and we propose this as the starting point for 2025.

Communication and Facilitation: TSG will manage all aspects of facilitating the Region 1 Opioid governance committee meetings over our year long contract. This includes content generation, scheduling and logistics, meeting minutes and recordings, and all necessary Council communications. To ensure the Council remains in compliance with Colorado's Sunshine laws TSG will produce all meeting materials in a timely fashion and work collaboratively with the Council (Fiscal Agent, Officer, or other role) whose responsibility it

will be to post this information publicly. While the majority of meetings will be held virtually, up to two meetings may be hosted in-person. Travel and lodging for up to two consultants will total \$1,000 per meeting.

Technical Assistance: In addition to overall Council facilitation, TSG will provide Technical Assistance (TA) in a variety of areas including request for proposal (RFP) development, program evaluation, program specific workgroups, and we will provide information on broader funding opportunities and state settlement happenings. Additionally, TSG will provide TA as needed to the Region's fiscal agent and procurement partners. This will include guidance for contracting and support of State programmatic reporting requirements. *Please note, the fiscal agent is responsible for all financial reporting.*

Council Sustainability: We recognize the length of the settlement process necessitates planning for the future to ensure the continued success of the Council and Region 1. As a result, we will dedicate specific time to planning for succession and sustainability. This will entail working closely with the Council and local leaders to help determine roles and responsibilities in Region 1 once Steadman's contract comes to a close. Through these discussions, we will develop a succession plan that outlines remaining work and responsible parties that will complete that work.

Fee and Scope: The Steadman Group proposes the following estimated hours and breakdown of work activities:

Phase	TSG Scope of Work	Hours & Budget	Timeline
Facilitation and Communication	Facilitate Opioid Governance Committee meetings for Region 1 and manage all communication	151 hrs @ \$225/hr: \$33,975	Feb 15-Dec 24
	Manage Consortium calendar and meeting materials, including arranging meeting space and membership attendance and/or virtual meeting infrastructure; develop and maintain Consortium member contact directory; assist execution of project dissemination plan and other project deliverables. <ul style="list-style-type: none"> Develop centralized information hub, like Google Drive, and migrate past Council materials to hub Distribute meeting minutes and recordings to Committee Members 	30	Feb 15 -Dec 24
	Facilitate 12 Opioid Governance Committee Meetings (12 meeting @2hrs each and 4hrs prep per meeting)	96	Feb 15-Dec 24
	Communication with Council Members via phone and email for council needs	25	Feb 15-Dec 24
Technical Assistance	Provide tailored technical assistance to the Council and fiscal agent	145 hrs @ \$225/hr: \$32,625	Feb 15-Dec 24
	Assist the Council in developing RFPs, or other solicitation approach	30	Feb 15-Dec 24

	Collaborate with Council officers and procurement (Hayden) to develop and execute applicant evaluation protocol	20	
	Work with Consortium workgroups to assist with project implementation	40	Feb 15-Dec 24
	Provide technical assistance to Region 1 on an as-needed basis for contract initiation and monitoring of funding initiatives. TA to include: <ul style="list-style-type: none"> • Guidance for contracting with funded organizations • Support with State reporting requirements, including financial and programmatic support. 	35	Feb 15-Dec 24
	Update Consortium on new funding opportunities <ul style="list-style-type: none"> • Attend monthly learning forums hosted by the Director of Opioid Response 	20	Feb 15-Dec 24
<i>Council Sustainability</i>	Succession planning	25 hours @ \$225/hr: \$5,625	August 24-December 24
	<ul style="list-style-type: none"> • Delineate work among Officers • Investigate pathways for local ownership 	25	Aug 24-Dec 24
<i>Total</i>	Total Labor	321 hours @ \$225/hr: \$72,225	
	Total travel	\$72,225 + \$2,000	
	GRAND TOTAL	\$74,225	

Respectfully submitted,

JK Costello

JK Costello, MD, MPH, Principal and Director of Behavioral Health Consulting
Steadman Group, LLC
jkcostello@steadmangroup.com
402-659-4247



Town of Hayden

Town Council Agenda Item

MEETING DATE: February 15, 2024

AGENDA ITEM TITLE: Inter-Governmental Agreement (IGA) between Routt County Sheriff's Office and Hayden Police Department

AGENDA SECTION: New Business

PRESENTED BY: Scott Scurlock

CAN THIS ITEM BE RESCHEDULED: Yes, but no recommended

BACKGROUND REVIEW: During times of short staffing or staff unavailability, the Hayden Police Department has contracted with the Routt County Sheriff's Office (RCSO) to provide law enforcement service to the Town of Hayden. When an RCSO deputy/sergeant operates under the IGA, that personnel is assigned to the Town of Hayden, not just the county.

An Inter-Governmental Agreement (IGA) for similar services was signed in 2023; however, that IGA has expired. This IGA accounts for the 5% pay raise that RCSO received for 2024 and the increase in the per-mile rate for vehicle usage.

RECOMMENDATION: Move to approve the Inter-Governmental Agreement between the Routt County Sheriff's Office and the Hayden Police Department for contracted law enforcement service through December 31, 2024.

MANAGER'S RECOMMENDATION/COMMENTS:

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (“Agreement”) is made and entered into by and between the Town Of hayden, a Colorado home rule municipal corporation, (“Town”) and the Routt County Sheriff’s Department (“Sheriff”) (collectively “Parties”) effective this _____ day of _____, 2024.

WHEREAS, the Town is experiencing a temporary shortage of sworn police officers available for patrols within the Town’s corporate limits during certain patrol hours; and

WHEREAS, the Town’s Police Department and the Sheriff both have jurisdiction to enforce the law within the corporate limits of the Town of Hayden and often coordinate to provide such services; and

WHEREAS, the Sheriff is willing and able to assign Sheriff’s deputies and sergeants to patrol within the Town of Hayden corporate limits during certain patrol hours; and

WHEREAS, the Town desires to reimburse the Sheriff for the extra patrol costs incurred by the Sheriff in patrolling within Town limits.

NOW, THEREFORE, in consideration of the following covenants and promises, the Parties agree as follows:

1. Reimbursement of Sheriff Cost. Town agrees to reimburse the Sheriff for the cost of extra patrol hours and mileage. The Parties agree that Deputy patrol coverage shall be reimbursed at a rate of \$74.46 per hour, and Sergeant coverage at a rate of \$95.82 per hour. The Town shall not be responsible for any insurance, worker’s compensation, or other compensation to Sheriff’s officers.

The Town shall also reimburse reported mileage from Deputy and Sergeant patrol coverage at a rate of \$1.19 per mile.

Sheriff shall submit to the Town’s Finance Department monthly invoices no later than the 15th of each month for reimbursement of the previous month’s extra patrols. Invoices shall document Deputy or Sergeant hours and mileage logs. Town shall remit reimbursement to the Routt County Sheriff’s Office no later than 10 days after receipt of invoice.

2. Representatives and Coordination. The Town designates Police Chief Scott Scurlock or his designee as the responsible Town staff member to communicate and coordinate with the Sheriff for extra patrol coverage office. The Sheriff designates Undersheriff Josh Carrell as its representative to communicate and coordinate extra patrol coverage.

The Parties agree that the Sheriff is under no obligation to provide extra patrol services, but shall endeavor to do so as its resources are available in the Sheriff’s sole discretion. Likewise, the Town is under no obligation by the terms of this Agreement to request

additional patrol coverage in the Town's corporate limits, but if it does request and the Sheriff is able to provide such patrols, it agrees to reimburse the Sheriff for its costs.

3. Term and Termination. This agreement shall commence upon execution and shall continue until December 31, 2024. Either party may terminate this Agreement upon seven (7) days' prior written notice to the other party. The Town shall only be responsible for the payment of reimbursements to the date of termination.
4. Command and Liability. The Parties agree that during all times the Sheriff is providing additional patrols within the Town under this reimbursement agreement, such Sheriff's officers shall be on regular duty on behalf of the Sheriff, such officers shall be under the command of the Sheriff, and such officers shall follow the Sheriff's policies and procedures.

Accordingly, any liability that accrues under the Colorado Governmental Immunity Act while performing additional patrols under this Reimbursement Agreement shall be allocated to the Sheriff. The Parties expressly further agree that the provisions of C.R.S. § 29-5-108 do not apply to this Reimbursement Agreement, since Sheriff's officers are not being assigned to the Town and are not under the command or control of the Town.

5. No Waiver of Governmental Immunity. The Parties hereto understand and agree that the Town and the Sheriff are relying on, and does not waive or intend to waive by any provision of this Reimbursement Agreement, the monetary limitations and any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as from time to time amended, or any other law or limitation of liability otherwise available to the Town, its officers, or its employees, and the Sheriff, its officers, or its employees.
6. Relationship of the Parties. The Parties to this Agreement are not and shall not be construed to be partners, contractors for services, joint venturers or agents of one another with respect to any activities associated with this Agreement. No agent, employee, or officer of the Sheriff shall be deemed to be an agent, employee, or officer of the Town.
7. Notice. Any notice or other communication required or permitted to be given to any party hereunder shall be deemed received when personally delivered, or the next business day following deposit with a nationally recognized overnight courier, or three (3) calendar days following deposit into the U.S. Mail, postage prepaid, marked certified or registered mail, addressed as follows:

TO CITY: Town of Hayden Colorado
Attention: Chief of Police
P.O. Box 190
Hayden, CO 81639

WITH A COPY TO: Town of Hayden
Attention: Town Attorney

P.O. Box 190
Hayden, CO 81639

TO SHERIFF:

2027 Shield Drive
Steamboat Springs, CO 80487

Either party may change its address for receiving or giving notice and other communications hereunder, by giving written notice designating a new address to the other party.

8. Venue and Choice of Law. This Agreement shall be governed by the laws of the State of Colorado. The parties agree that venue in any action to enforce or interpret this Reimbursement Agreement shall be in the Routt County District Court.
9. Miscellaneous. This Agreement constitutes the entire, integrated agreement of the parties with respect to the subject matter hereof, and supersedes any and all prior understandings, correspondence, negotiations, and agreements of the parties with respect to the subject matter hereof. No provision of this Agreement may be amended, waived or otherwise modified without the prior written consent of all of the applicable parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights, remedies, obligations, or liabilities. Any provision of this Agreement which is held by a court of competent jurisdiction to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, without invalidating or rendering unenforceable the remaining provisions of this Agreement. The parties will cooperate to replace the invalid or unenforceable provision with a provision which as nearly as legally possible gives effect to the intent of the parties as expressed herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

Town of Hayden

Mathew Mendisco, Town Manager

Attest:

Sharon Johnson, Town Clerk

ROUTT COUNTY SHERIFF

By:
Its:



Town of Hayden

Town Council Agenda Item

MEETING DATE: February 15th, 2024

AGENDA ITEM TITLE: Review and Consider Approval of Resolution 24-01 A Resolution Authorizing the Acquisition by Eminent Domain of Easement Interests in Real Property Situated in Routt County for the Purpose of Constructing a Wastewater Transmission Line

AGENDA SECTION: New Business

PRESENTED BY: Mathew Mendisco

CAN THIS ITEM BE RESCHEDULED: Yes, but not recommended

BACKGROUND REVIEW: As the Council is aware the Town has been working on a design and construction of a gravity sewer starting at the business park and moving down Hwy 40 to Shelton Ln where it connects to the Town system. This will be a huge improvement at the Airport zone and allow for future growth in the area. As part of the designed path the line crosses the Herford Haven Property which is owned by the Camilletti Family and also has a conservation easement from The Nature Conservancy (TNC). The Camilletti's have agreed in principle to allow the sewer line with conditions (which are being negotiated as we speak) but TNC has stated that the easement does not allow for the construction of municipal utilities. This is very important for the design and speaking with TNC they have stated that written notice of condemnation would be sufficient for TNC to negotiate an easement. This resolution authorizes that process to begin and formalizes official notification of condemnation for the purposes of the wastewater line easement.

All other sections have agreed to easement agreements.

RECOMMENDATION: Council approve resolution 2024-02 as presented.

MANAGER RECOMMENDATION/COMMENTS: I concur with this recommendation

TOWN OF HAYDEN
RESOLUTION 2024-01

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HAYDEN, COLORADO, AUTHORIZING THE ACQUISITION BY EMINENT DOMAIN OF EASEMENT INTERESTS IN REAL PROPERTY SITUATED IN ROUTT COUNTY AND DESCRIBED HEREIN, FOR THE PURPOSE OF CONSTRUCTING A WASTEWATER TRANSMISSION LINE.

WHEREAS, Article II, Section 15 and Article XX, Sections 1 and 6 of the Colorado Constitution, and Section 10-6 of the Home Rule Charter of the Town of Hayden, provide for the power of eminent domain by condemnation for the purpose of constructing, operating and maintaining a system for the collection, conveyance and treatment of wastewater where just compensation is paid for the taking of private property; and

WHEREAS, it is necessary that the Town of Hayden, Colorado (the “Town”) acquire permanent easement interests, for wastewater line purposes, over approximately _____ square feet of real property, and temporary construction easement interests over certain real property adjacent thereto of approximately _____ square feet of real property , which permanent and temporary easements are legally described and depicted in Exhibit A hereto; and

WHEREAS, the above-described easement interests in real property is necessary for the construction of the wastewater line improvement project known as the Hayden Business Park Project (the “Project”) and there is an immediate need for said easement interests in real property; and

WHEREAS, the Project will improve the public health and safety by providing a wastewater treatment line that will avoid the need to further utilize existing and aging lift stations.

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

Section 1. Recitals Incorporated. The recitals contained above are incorporated herein by reference and are adopted as findings and determinations of the Town Council.

Section 2. Intent to Exercise Power of Eminent Domain. The Town Council hereby finds and determines that it is in the interest of the health, safety and general welfare of the public, and serves a necessary public purpose, to acquire permanent

easement interests over the area described and depicted in Exhibit A for the construction of the Project (the "Project Area"), and for the further maintenance, repair or improvement thereof, if deemed necessary; and, further, finds that it is in the interest of the health, safety and general welfare of the public, and serves a necessary public purpose, to acquire a temporary construction easement over land adjacent to the Project Area for the purpose of the construction the Project. The Town Council hereby declares an immediate public need and necessity for the interests in land described herein. Exhibit A is incorporated herein by reference.

Section 3. Good Faith Negotiation. Town Staff, the Town Attorney, and any and all persons retained or employed by the Town of Hayden in the prosecution of this matter are hereby directed to comply with all notice and good faith negotiation requirements set forth in C.R.S. § 38-1-101 *et seq.*, in the conduct of the within authorized eminent domain action. Eminent domain will only be used if good faith negotiations are unsuccessful.

Section 4. Town Attorney Authorized. If compensation to be paid for a permanent easement over the Project Area, or for the temporary construction easement adjacent to the same, cannot be agreed upon by the interested parties, the Town Attorney of the Town of Hayden is hereby authorized and directed to initiate proceedings in eminent domain for such interests as may need to be acquired within and about the Project Area by making application to the District Court in Routt County, Colorado, and to petition such court to enter such necessary orders as to assure immediate possession of such interests in order to allow the Project to timely commence, with just compensation to be paid to the owner(s) having an interest in the property to be acquired.

Section 5. Expenditure Authorized. The Town Council hereby authorizes the expenditure of that amount of money which is determined by the appropriate tribunal to constitute the just compensation necessary for the acquisition of the property interests described herein that are in and about the Project Area. The Town Council hereby authorizes the payment of all awards, legal expenses, court costs, and any other expenses of eminent domain lawfully found to constitute an element of just compensation, as determined by a court of competent jurisdiction.

Section 6. Retained Rights and Powers. In the prosecution of the within authorized eminent domain action, the Town shall retain all rights and powers lawfully delegated to it by the Colorado Constitution, the Home Rule Charter of the Town of Hayden, and state statute. Nothing contained in this Resolution shall be construed as precluding or preventing negotiations by the Town Attorney, or the Town's duly authorized representatives, toward the purchase by the Town of easement interests in the Project Area at private sale, nor shall anything herein be construed as preventing the Town of Hayden, upon acquiring such interests by private sale, and at the Town's discretion, from terminating the eminent domain proceedings.

Section 7. Effective date. This Resolution shall take effect immediately upon its adoption.

INTRODUCED, CONSIDERED AND ADOPTED this _____ day of February, 2024.

Ryan Banks, Mayor

ATTEST:.

Sharon Johnson, Town Clerk

EXHIBIT A

The perpetual easement shall be 20 feet in width, 10 feet on each side of the as-constructed center line of said facilities. The proposed location of facilities described as follows:

Centerline Description

[PERMANENT EASEMENT #1] Commencing at the North quarter corner of Section 11, Township 6 North, Range 88 West, 6th Principal Meridian, Routt County, Colorado; thence South 88°39'35" East 1033.56 feet along section line; thence South 01°20'25" West 394.17 feet to a point on the northerly right of way line of US 40 and the POINT OF BEGINNING; thence North 67°53'00" West 154.68 feet; thence South 69°27'46" West 169.12 feet; thence South 39°35'40" West 111.82 feet; thence South 14°02'30" West 153.26 feet; thence South 60°47'48" West 98.88 feet; thence South 67°32'13" West 143.70 feet; thence South 48°56'39" West 133.93 feet; thence South 63°23'29" West 40.21 feet; thence South 65°52'29" West 225.89 feet; thence South 70°27'40" West 217.68 feet; thence North 74°43'40" West 150.26 feet; thence South 88°26'33" West 210.26 feet; thence South 69°57'01" West 162.01 feet; thence South 40°24'04" West 101.35 feet; thence South 17°05'11" West 175.40 feet; thence South 31°33'06" West 179.63 feet; thence South 62°03'44" West 50.51 feet; thence South 76°57'44" West 124.59 feet; thence South 71°05'19" West 210.53 feet; thence South 88°20'59" West 49.88 feet; thence North 89°40'00" West 379.31 feet; thence South 47°35'40" West 12.68 feet to the POINT OF ENDING.

The sidelines of said strip shall be lengthened or shortened to begin and end at the boundary of the grantors parcel.

PERMANENT EASEMENT #2] Commencing at the Northeast Corner of Section 11, Township 6 North, Range 88 West, 6th Principal Meridian, Routt County, Colorado; thence South 2°25'25" West 128.41 feet along section line to the POINT OF BEGINNING; thence North 88°03'16" West 249.57 feet to a

point on the Southerly right of way line of US 40 and the POINT OF ENDING.

The sidelines of said strip shall be lengthened or shortened to begin and end at the boundary of the grantors parcel.

A temporary construction easement described as follows:

Description

[TEMPORARY CONSTRUCTION EASEMENT #1] That portion of the grantors parcel lying between the southerly bank of an existing irrigation canal and the Northerly right of way of US 40. Except for the following areas:

[EXCLUSION AREA 1] Commencing at the North quarter corner of Section 11, Township 6 North, Range 88 West, 6th Principal Meridian, Routt County, Colorado; thence South 88°39'35" East 730.13 feet along section line; thence South 01°20'25" West 455.62 feet the POINT OF BEGINNING; thence North 61°57'42" East 201.98 feet; thence South 67°53'00" East 9.27 feet; thence South 29°09'43" East 90.42 feet to a point on northerly right of way line of US 40; thence South 60°50'17" West 208.24 feet along said right of way; thence North 28°53'02" West 101.62 feet to the POINT OF BEGINNING. Contains 20691 square feet or 0.475 acres, more or less.

[EXCLUSION AREA 2] Commencing at the North quarter corner of Section 11, Township 6 North, Range 88 West, 6th Principal Meridian, Routt County, Colorado; thence North 88°39'35" West 313.02 feet; thence South 01°20'25" West 1077.56 feet to the POINT OF BEGINNING; thence South 01°42'46" West 78.62 feet; thence South 01°13'58" East 48.28 feet to a point on the northerly right of way line of US 40; thence South 61°12'20" West 335.44 feet along said right of way; thence South 69°38'42" West 120.63 feet along said right of way; thence North 01°10'29" West 162.80 feet; thence East 73.21 feet; thence North 00°05'20" West 91.58 feet; thence

North 89°26'50" East 96.03 feet; thence North 00°00'51" East 113.50 feet; thence South 89°54'26" East 34.16 feet; thence South 00°09'54" East 38.14 feet; thence South 89°56'56" East 208.32 feet to the POINT OF BEGINNING. Contains 78670 square feet or 1.806 acres, more or less.

[TEMPORARY CONSTRUCTION EASEMENT #2] Commencing at the Northeast Corner of Section 11, Township 6 North, Range 88 West, 6th Principal Meridian, Routt County, Colorado; thence South 02°25'25" West 128.41 feet to the POINT OF BEGINNING; thence continuing South 02°25'25" West 60.02 feet along section line; thence North 88°15'03" West 519.25 feet; thence South 80°36'30" West 171.36 feet; thence North 08°23'45" West 11.55 feet to a point on the southerly right of way line of US 40; thence North 81°07'42" East 448.24 feet along said right of way; thence South 88°03'19" East 249.57 feet to the POINT OF BEGINNING.

Contains 26524 square feet or 0.609 acres, more or less.

The permanent easement and temporary easement areas are as depicted in Exhibits A1, A2, A3 and A4 below.

EXHIBIT 'A1'



NO SCALE

FND 2" BRASS CAP
NE COR SEC 11
T6N R88W 6PM



S88°39'35"E 2653.53'

1033.56'

FND 3" AL CAP
N/4 COR SEC 11
T6N R88W 6PM



POC

ACCT NO. R3357929
PID 940024001
GIACOMO D. & COLEEN
KIM CAMILLETTI

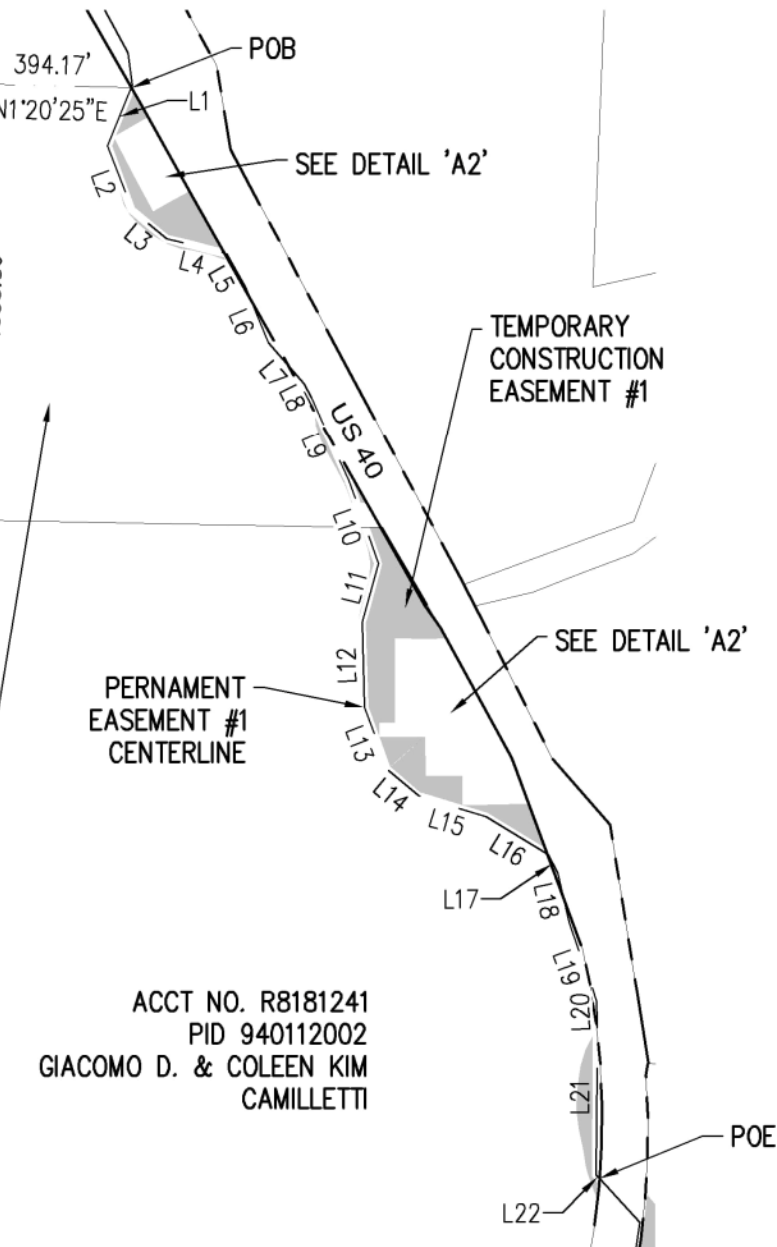
ACCT NO. R8181241
PID 940112002
GIACOMO D. & COLEEN KIM
CAMILLETTI

PERNAMENT
EASEMENT #1
CENTERLINE

TEMPORARY
CONSTRUCTION
EASEMENT #1

SEE DETAIL 'A2'

SEE DETAIL 'A2'



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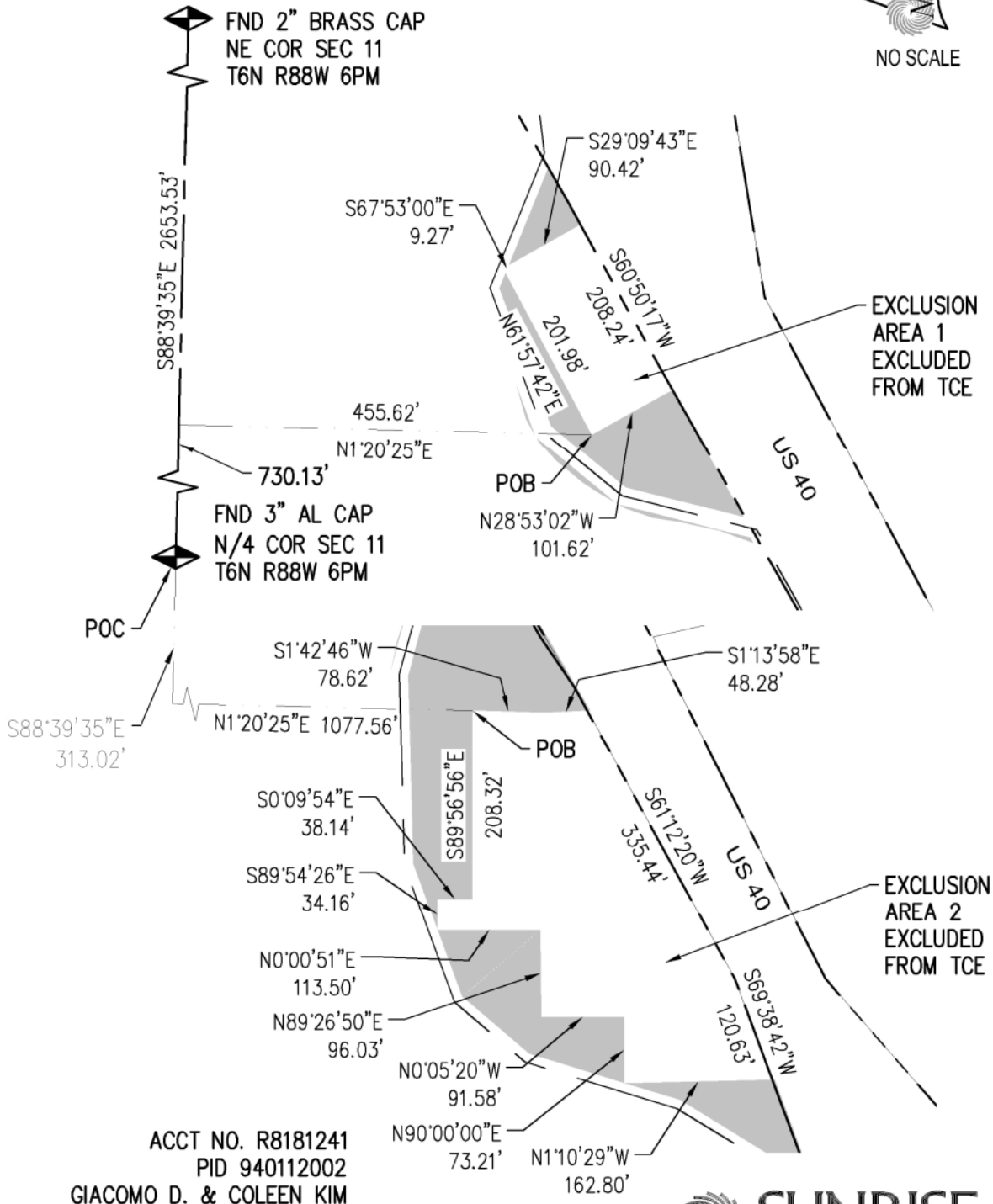


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EXHIBIT 'A1'



NO SCALE



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ACCT NO. R8181241
 PID 940112002
 GIACOMO D. & COLEEN KIM
 CAMILLETTI



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EXHIBIT 'A3'



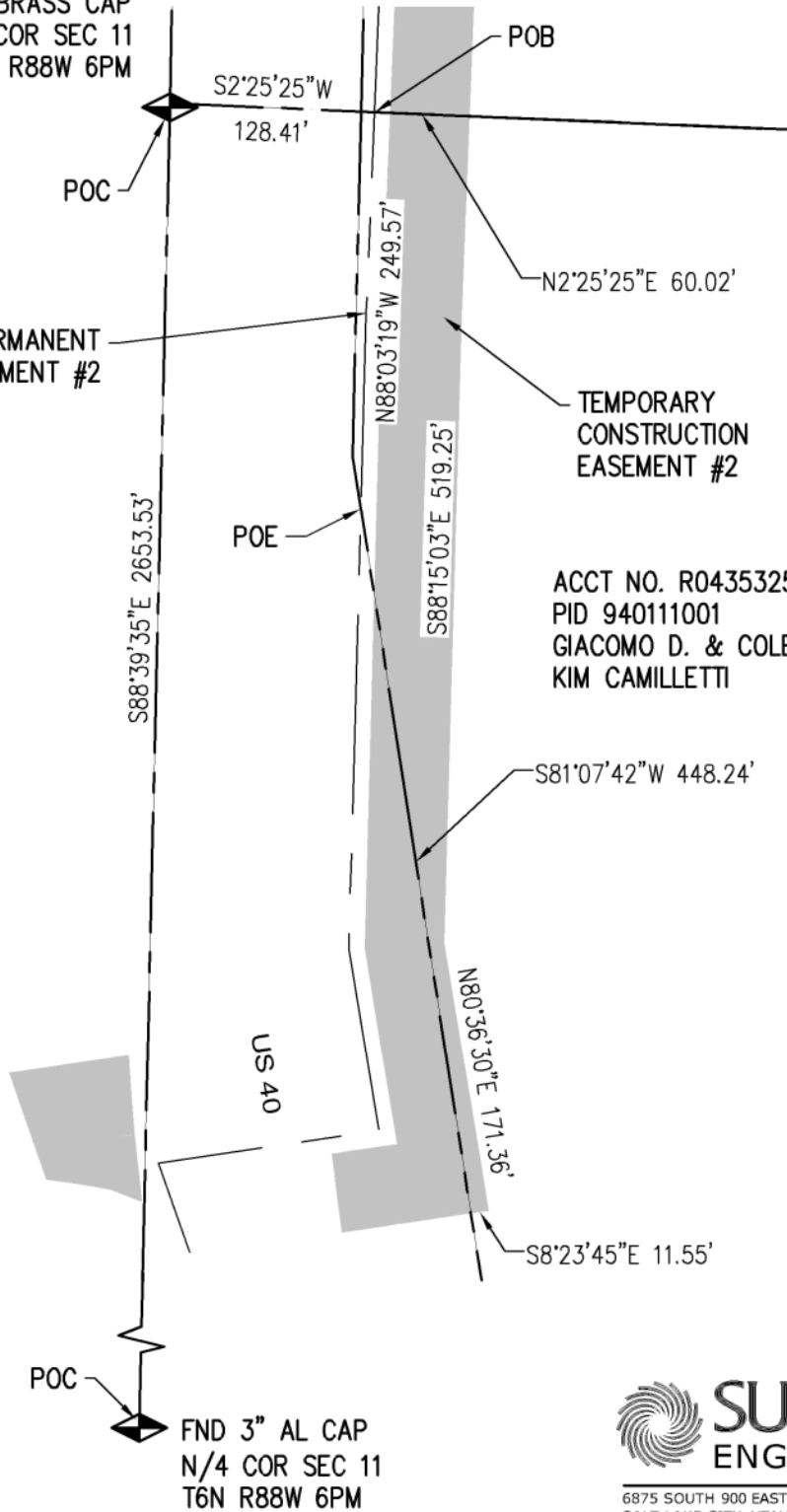
FND 2" BRASS CAP
NE COR SEC 11
T6N R88W 6PM

PERMANENT
EASEMENT #2

TEMPORARY
CONSTRUCTION
EASEMENT #2

ACCT NO. R0435325
PID 940111001
GIACOMO D. & COLEEN
KIM CAMILLETTI

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EXHIBIT 'A4'

LINE TABLE		
NO.	BEARING	LENGTH
L1	S67°53'00"E	154.68
L2	N69°27'46"E	169.12
L3	N39°35'40"E	111.82
L4	N14°02'30"E	153.26
L5	N60°47'48"E	98.88
L6	N67°32'13"E	143.70
L7	N48°56'39"E	133.93
L8	N63°23'29"E	40.21
L9	N65°52'29"E	225.89
L10	N70°27'40"E	217.68
L11	S74°43'40"E	150.26

LINE TABLE		
NO.	BEARING	LENGTH
L12	N88°26'33"E	210.26
L13	N69°57'01"E	162.01
L14	N40°24'04"E	101.35
L15	N17°05'11"E	175.40
L16	N31°33'06"E	179.63
L17	N62°03'44"E	50.51
L18	N76°57'44"E	124.59
L19	N71°05'19"E	210.53
L20	N88°20'59"E	49.88
L21	S89°40'00"E	379.31
L22	N47°35'40"E	12.68

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_____, 2024

CT Corporation System
7700 East Arapahoe Road, Suite 220
Centennial, Colorado 80112-1268

Re: Notice of Intent, to The Nature Conservancy, to Acquire Real Property
(Easement) by Eminent Domain

Dear Registered Agent for The Nature Conservancy, a District of Columbia nonprofit corporation:

The Town of Hayden (Town) seeks to acquire, by eminent domain, an easement over the real property necessary for the construction of an underground wastewater conveyance line (Project). The Town's condemnation and use of an easement over real property for the Project serves a public purpose.

The Town believes that The Nature Conservancy, a District of Columbia nonprofit corporation, has an interest in the real property that will be subject to the Subject Easement (as defined below) pursuant to that certain Deed of Conservation Easement dated August 2, 1996, and recorded on August 21, 1996 at Book 723, Page 1214 in the Clerk and Recorder's Office for Routt County, Colorado.

Pursuant to C.R.S. § 38-1-121, the Town is required to provide to the record owner(s) of the real property at issue (1) notice of the Town's intent to acquire real property by eminent domain and (2) notice of the right to an appraisal. A copy of C.R.S. § 38-1-121 is attached to this letter.

Notice of Intent:

To acquire an easement necessary for the Project, the Town intends to acquire a permanent underground utility line easement interest, and a temporary construction easement in connection with the same, (the Subject Easement) described and depicted in Exhibit A attached hereto and incorporated herein by this reference.

The real property that will be encumbered by the Subject Easement is also known by the following street address: _____.

Valuation Rights:

It is the Town's policy and obligation to pay fair market value to acquire the easement necessary for the Project. Because the Town estimates the fair market value of an easement interest in the real property that will be subject to the easement to be greater than \$5,000.00, as a record owner, you may employ an appraiser of your choosing to obtain an appraisal of the value of the Subject Easement.

C.R.S. § 38-1-121 requires the Town to pay the reasonable cost of this appraisal, so long as the following conditions are satisfied:

1. The appraisal is made using sound, fair, and recognized appraisal practices which are consistent with the law; and
2. A final copy of the appraisal is delivered to the Town by DATE deadline, 90 days from the [DATE OF THIS LETTER].

The party receiving payment or seeking reimbursement from the Town for the reasonable cost of the appraisal (either the owner or the appraiser), in addition to timely delivering to the Town the required appraisal, must also (1) submit to the Town a final invoice for the appraisal and (2) submit to the Town a completed W-9 Taxpayer identification form. Any failure to provide these documents to the Town will delay the Town's payment or reimbursement of the cost of the appraisal.

With good cause, the Town may consider extending the DATE deadline. However, unless the Town expressly agrees in writing to an extension of the DATE deadline, the Town is not obligated to reimburse the Landowner for an appraisal received after DATE deadline.

Also, if more than one person is interested in the property sought to be acquired and such persons cannot agree on a single appraisal to be submitted to the Town by the DATE deadline, then the City shall be relieved of any obligation to pay for the appraisal.

I am available to discuss the Project and this Notice of Intent with you. I may be reached at 970-276-3741 or Mathew.Mendischo@haydencolorado.org.

Sincerely,

TOWN OF HAYDEN

Mathew Mendischo, Town Manager

Enclosures:

1. Legal Description of Subject Easement
2. Copy of C.R.S. § 38-1-121
3. W-9 Request for Taxpayer Identification Number Form

EXHIBIT A

The perpetual easement shall be 20 feet in width, 10 feet on each side of the as-constructed center line of said facilities. The proposed location of facilities described as follows:

Centerline Description

[PERMANENT EASEMENT #1] Commencing at the North quarter corner of Section 11, Township 6 North, Range 88 West, 6th Principal Meridian, Routt County, Colorado; thence South 88°39'35" East 1033.56 feet along section line; thence South 01°20'25" West 394.17 feet to a point on the northerly right of way line of US 40 and the POINT OF BEGINNING; thence North 67°53'00" West 154.68 feet; thence South 69°27'46" West 169.12 feet; thence South 39°35'40" West 111.82 feet; thence South 14°02'30" West 153.26 feet; thence South 60°47'48" West 98.88 feet; thence South 67°32'13" West 143.70 feet; thence South 48°56'39" West 133.93 feet; thence South 63°23'29" West 40.21 feet; thence South 65°52'29" West 225.89 feet; thence South 70°27'40" West 217.68 feet; thence North 74°43'40" West 150.26 feet; thence South 88°26'33" West 210.26 feet; thence South 69°57'01" West 162.01 feet; thence South 40°24'04" West 101.35 feet; thence South 17°05'11" West 175.40 feet; thence South 31°33'06" West 179.63 feet; thence South 62°03'44" West 50.51 feet; thence South 76°57'44" West 124.59 feet; thence South 71°05'19" West 210.53 feet; thence South 88°20'59" West 49.88 feet; thence North 89°40'00" West 379.31 feet; thence South 47°35'40" West 12.68 feet to the POINT OF ENDING.

The sidelines of said strip shall be lengthened or shortened to begin and end at the boundary of the grantors parcel.

PERMANENT EASEMENT #2] Commencing at the Northeast Corner of Section 11, Township 6 North, Range 88 West, 6th Principal Meridian, Routt County, Colorado; thence South 2°25'25" West 128.41 feet along section line to the POINT OF BEGINNING; thence North 88°03'16" West 249.57 feet to a

point on the Southerly right of way line of US 40 and the POINT OF ENDING.

The sidelines of said strip shall be lengthened or shortened to begin and end at the boundary of the grantors parcel.

A temporary construction easement described as follows:

Description

[TEMPORARY CONSTRUCTION EASEMENT #1] That portion of the grantors parcel lying between the southerly bank of an existing irrigation canal and the Northerly right of way of US 40. Except for the following areas:

[EXCLUSION AREA 1] Commencing at the North quarter corner of Section 11, Township 6 North, Range 88 West, 6th Principal Meridian, Routt County, Colorado; thence South 88°39'35" East 730.13 feet along section line; thence South 01°20'25" West 455.62 feet the POINT OF BEGINNING; thence North 61°57'42" East 201.98 feet; thence South 67°53'00" East 9.27 feet; thence South 29°09'43" East 90.42 feet to a point on northerly right of way line of US 40; thence South 60°50'17" West 208.24 feet along said right of way; thence North 28°53'02" West 101.62 feet to the POINT OF BEGINNING. Contains 20691 square feet or 0.475 acres, more or less.

[EXCLUSION AREA 2] Commencing at the North quarter corner of Section 11, Township 6 North, Range 88 West, 6th Principal Meridian, Routt County, Colorado; thence North 88°39'35" West 313.02 feet; thence South 01°20'25" West 1077.56 feet to the POINT OF BEGINNING; thence South 01°42'46" West 78.62 feet; thence South 01°13'58" East 48.28 feet to a point on the northerly right of way line of US 40; thence South 61°12'20" West 335.44 feet along said right of way; thence South 69°38'42" West 120.63 feet along said right of way; thence North 01°10'29" West 162.80 feet; thence East 73.21 feet; thence North 00°05'20" West 91.58 feet; thence

North 89°26'50" East 96.03 feet; thence North 00°00'51" East 113.50 feet; thence South 89°54'26" East 34.16 feet; thence South 00°09'54" East 38.14 feet; thence South 89°56'56" East 208.32 feet to the POINT OF BEGINNING. Contains 78670 square feet or 1.806 acres, more or less.

[TEMPORARY CONSTRUCTION EASEMENT #2] Commencing at the Northeast Corner of Section 11, Township 6 North, Range 88 West, 6th Principal Meridian, Routt County, Colorado; thence South 02°25'25" West 128.41 feet to the POINT OF BEGINNING; thence continuing South 02°25'25" West 60.02 feet along section line; thence North 88°15'03" West 519.25 feet; thence South 80°36'30" West 171.36 feet; thence North 08°23'45" West 11.55 feet to a point on the southerly right of way line of US 40; thence North 81°07'42" East 448.24 feet along said right of way; thence South 88°03'19" East 249.57 feet to the POINT OF BEGINNING.

Contains 26524 square feet or 0.609 acres, more or less.

The permanent easement and temporary easement areas are as depicted in Exhibits A1, A2, A3 and A4 below.

EXHIBIT 'A1'



NO SCALE

FND 2" BRASS CAP
NE COR SEC 11
T6N R88W 6PM



S88°39'35"E 2653.53'

1033.56'

FND 3" AL CAP
N/4 COR SEC 11
T6N R88W 6PM

POC

ACCT NO. R3357929
PID 940024001
GIACOMO D. & COLEEN
KIM CAMILLETTI

ACCT NO. R8181241
PID 940112002
GIACOMO D. & COLEEN KIM
CAMILLETTI

PERNAMENT
EASEMENT #1
CENTERLINE

TEMPORARY
CONSTRUCTION
EASEMENT #1

SEE DETAIL 'A2'

POE

L22

L21

L20

L19

L18

L17

L16

L15

L14

L13

L12

L11

L10

L9

L8

L7

L6

L5

L4

L3

L2

L1

POB

394.17'

N1°20'25"E

US 40

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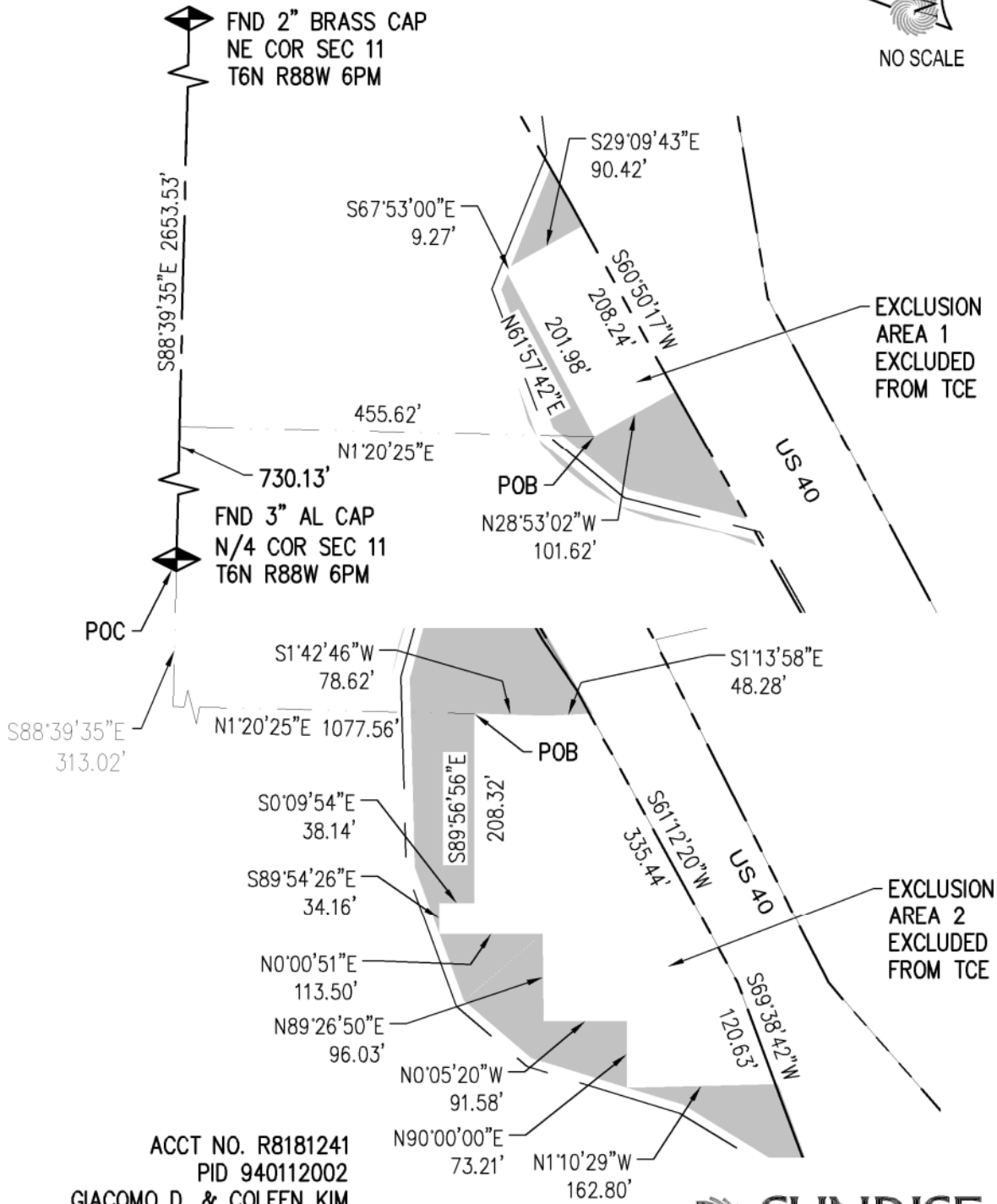


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EXHIBIT 'A1'



NO SCALE



ACCT NO. R8181241
PID 940112002
GIACOMO D. & COLEEN KIM
CAMILLETTI



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EXHIBIT 'A3'



NO SCALE

FND 2" BRASS CAP
NE COR SEC 11
T6N R88W 6PM



PERMANENT
EASEMENT #2

TEMPORARY
CONSTRUCTION
EASEMENT #2

POE

ACCT NO. R0435325
PID 940111001
GIACOMO D. & COLEEN
KIM CAMILLETTI

S81'07'42"W 448.24'

US 40

N80'36'30"E 171.36'

S8'23'45"E 11.55'

POC

FND 3" AL CAP
N/4 COR SEC 11
T6N R88W 6PM



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EXHIBIT 'A4'

LINE TABLE		
NO.	BEARING	LENGTH
L1	S67°53'00"E	154.68
L2	N69°27'46"E	169.12
L3	N39°35'40"E	111.82
L4	N14°02'30"E	153.26
L5	N60°47'48"E	98.88
L6	N67°32'13"E	143.70
L7	N48°56'39"E	133.93
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L9	N65°52'29"E	225.89
L10	N70°27'40"E	217.68
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LINE TABLE		
NO.	BEARING	LENGTH
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L15	N17°05'11"E	175.40
L16	N31°33'06"E	179.63
L17	N62°03'44"E	50.51
L18	N76°57'44"E	124.59
L19	N71°05'19"E	210.53
L20	N88°20'59"E	49.88
L21	S89°40'00"E	379.31
L22	N47°35'40"E	12.68

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ORDINANCE NO. 733

AN ORDINANCE AMENDING THE HAYDEN MUNICIPAL CODE BY AMENDING TITLE 4 CONCERNING ANIMALS AND ESTABLISHING ADDITIONAL ANIMAL REGULATIONS

RECITALS

WHEREAS, the Town of Hayden, Colorado (the “Town”), is a Colorado home rule municipality, duly organized and existing under its home rule charter; and

WHEREAS, pursuant to Section 1-2 of the home rule charter and C.R.S. § 31-15-401, the Town, acting through its Town Council (the “Council”), is authorized to adopt ordinances regulating the keeping of animals, including the prohibition and punishment for cruelty to animals; and

WHEREAS, pursuant to such authority, the Council previously various animal regulations, codified as Title 4 of the Hayden Municipal Code (“Code”); and

WHEREAS, Staff recommends amendments and additions to the Code to better regulate animal uses within the Town; and

WHEREAS, the Council finds that it is desirable to update the animal code to better reflect the Town’s current animal uses.

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

Section 1. Recitals Incorporated. The above and foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the Town Council.

Section 2. Title 4, Chapter 4.28 of the Code, concerning prohibited animals, is amended by the addition of new Section 4.28.040 to read in its entirety as follows:

Section. 4.28.040. – Unlawful Accumulation of Animals.

The accumulation of animals substantially increases the likelihood of the mistreatment of animals, including starvation, neglect, cruelty and abandonment, as well as the noxious odors, health hazards and unsanitary condition of premises often accompanying such actions, as addressed in this chapter. Therefore:

- (a) Limitations on Animal Ownership. It shall be unlawful to permit the accumulation of animals being over four (4) months of age beyond the following restrictions:
 - (1) No household less than 1500 square feet in gross floor area shall own or have custody of more than two (2) dog or cats combined.

(2) No household between 1500 and 2500 square feet in gross floor area shall own or have custody of more than three (3) dogs or cats combined.

(3) No household more than 2500 square feet in gross floor area shall own or have custody of more than four (4) dogs or cats combined.

(b) No person or household shall own or have custody of more than two (2) Vietnamese potbellied pigs more than four (4) months of age.

Section 3. Section 4.20.020 of the Code, concerning vaccination certificates, is hereby repealed and designated as “Reserved” as follows:

Sec. 4.20.020. – Certificate, contents. RESERVED

~~Upon vaccination, the veterinarian administering the vaccine shall execute and furnish to the owner of a dog, cat or rabies susceptible animal as evidence thereof, a certificate upon a form furnished by the town. Such owner shall retain a duplicate copy, and one copy thereof shall be filed with the town clerk. Such certificate shall contain the following information:~~

~~(1) Name, address and telephone number of the owner or harborer of the inoculated animal;~~

~~(2) Date of inoculation;~~

~~(3) Type of vaccine used;~~

~~(4) Year and series number of the rabies tag; and~~

~~(5) Breed, age, color and sex of the inoculated animal.~~

Section 4. Section 4.44.020 of the Code, concerning inhumane treatment of animals, is amended as follows:

Sec. 4.44.020. - Inhumane treatment; abandonment of animals.

No owner shall fail to provide his animal with sufficient, good and wholesome food, water, proper shelter and protection from the weather, veterinary care when needed to prevent suffering, and with humane care and treatment. No person will beat, cruelly treat, torment, overload, overwork or otherwise abuse any animal, or cause or permit any dogfight, cockfight, bullfight or other conflict between animals and humans. No owner of any animal shall abandon any animal. If any owner is charged with a violation of this Section, the animal may it may be taken and impounded pursuant to Chapter 4.40 and the owner or possessor of the animal may be fined as provided in section 4.16.010.

Section 5. Section 4.24.010 of the Code, concerning the registration of animals, is amended as follows:

Sec. 4.24.010. – Animal License; Required fee.

Any person having custody of any dog, cat, or potbellied pig three months of age or older for a minimum of 30 days shall procure a license. License fees shall be paid annually to the town. License fees shall be in an amount to be determined by the Town Council from time to time. All licenses issued under this chapter shall expire on May 31 of each year, and the full amount shall be paid for any fraction of the licensing year. Upon collection of the license fee by the town, a dated receipt shall be issued stating the name and address of the owner, tag number and description, together with a town license tag stamped with a serial number, year and county and state of issuance. Such license shall not be issued for any dog without proof of vaccination of that animal.

Section 6. Effect on Existing Conditions. From the date of passage of this ordinance, any person or household that is over the limit of animals set forth in Code Section 4.28.040 is temporarily permitted to remain over the limit and such allowance is specific to those pets in existence as of the effective date of this ordinance.

Section 7. Codification Amendments. The codifier of the Town's Municipal Code is hereby authorized to make such numerical and formatting changes as may be necessary to incorporate the provisions of this Ordinance within the Hayden Municipal Code. The Town Clerk is authorized to correct, or approve the correction by the codifier, of any typographical error in the enacted regulations, provided that such correction shall not substantively change any provision of the regulations adopted in this Ordinance. Such corrections may include spelling, reference, citation, enumeration, and grammatical errors.

Section 8. Severability. If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Town Council hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 9. Repealer. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof is hereby repealed to the extent of such inconsistency or conflict.

Section 10. No Existing Violation Affected. The repeal or modification of any provision of the Municipal Code of the Town of Hayden by this ordinance shall not release, extinguish, alter, modify or change in whole or in part any penalty, forfeiture or liability, either civil or criminal, which shall have been incurred under such provision. Each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings and prosecutions for enforcement of the penalty, forfeiture or liability, as well as for the purpose of sustaining any judgment, decree or order which can or may be rendered, entered or made in such actions, suits, proceedings or prosecutions.

Section 11. Effective Date. This Ordinance shall be in full force and effect immediately on final passing and adoption, and shall be published in accordance with Section 3-3h of the

Home Rule Charter and recorded in the Town Book of Ordinances kept for that purpose, authenticated by the signatures of the Mayor and Town Clerk.

Section 12. Public Hearing on Ordinance No. ____. A public hearing on this Ordinance will be held on March 7, 2024 at the regular meeting of the Hayden Town Council beginning at 7:30 p.m. at the Hayden Town Hall, 178 West Jefferson Avenue, Hayden, Colorado.

INTRODUCED, READ AND ORDERED PUBLISHED PURSUANT TO SECTION 3-3(D) OF THE HAYDEN HOME RULE CHARTER, BY THE TOWN COUNCIL OF THE TOWN OF HAYDEN, COLORADO, UPON A MOTION DULY MADE, SECONDED AND PASSED AT ON February 15, AND SETTING A PUBLIC HEARING FOR March 7, 2024 AT THE COUNCIL CHAMBERS OF THE HAYDEN TOWN HALL, LOCATED AT 178 WEST JEFFERSON AVENUE, HAYDEN, COLORADO.

BY: _____ ATTEST: _____
Ryan Banks, Mayor Andrea Salazar, Deputy Town Clerk

FINALLY ADOPTED, PASSED, APPROVED, AND ORDERED PUBLISHED PURSUANT TO SECTION 3-3(h) OF THE HAYDEN HOME RULE CHARTER, BY THE TOWN COUNCIL OF THE TOWN OF HAYDEN, COLORADO, UPON A MOTION DULY MADE, SECONDED AND PASSED AT ITS REGULAR MEETING HELD AT THE TOWN OF HAYDEN, ON THE 7th DAY OF February, 2024.

BY: _____ ATTEST: _____
Ryan Banks, Mayor Andrea Salazar, Deputy Town Clerk

RESOLUTION 2024-02

Supporting the Grant Application for a Community Impact Program Grant from the State Board of the Great Outdoors Colorado Trust Fund and the completion of the Northwest Colorado Skate Dream Wheel Park.

WHEREAS, the Town of Hayden supports the Great Outdoors Colorado grant application for the Northwest Colorado Skate Dream Wheel Park. And if the grant is awarded, the Town of Hayden supports the completion of the project.

WHEREAS, the Town of Hayden has requested \$500,000 from Great Outdoors Colorado to fund the Northwest Colorado Skate Dream Wheel Park project.

WHEREAS, The Town Council supports the application and the appropriated matching funds for a grant with Great Outdoors Colorado.

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

- Section 1:** The Town Council of the Town of Hayden strongly supports the application for a grant with Great Outdoors Colorado.
- Section 2:** If the grant is awarded, the Town Council of the Town of Hayden strongly supports the fulfillment of the project.
- Section 3:** If the grant is awarded, the Town Council of the Town of Hayden hereby authorizes the Town Manager to sign the grant agreement with Great Outdoors Colorado.
- Section 4:** If the grant is awarded, the Town Council of the Town of Hayden authorizes the expenditure of funds necessary to meet the terms and obligations of the grant agreement.
- Section 5:** This resolution to be in full force and effect from and after its passage and approved.

PASSED, APPROVED, AND RESOLVED THIS 15TH DAY OF FEBRUARY, 2024:

Ryan Banks, Mayor

ATTEST

Andrea Salazar, Deputy Town Clerk