



AGENDA  
HAYDEN TOWN COUNCIL MEETING  
HAYDEN TOWN HALL – 178 WEST JEFFERSON AVENUE  
THURSDAY, SEPTEMBER 19, 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 makes a request 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 Special Meeting, September 3, 2024 Page 3
- B. Consideration to approve payment bill vouchers date in the amount of \$1,551,829.65 Page 6
- C. Review and Consider the Lease Agreement between the Board of Governors of the Colorado State University System Acting by and through Colorado State University as Tenant and the Town of Hayden as Landlord Page 13

5. OLD BUSINESS

6. NEW BUSINESS

- A. Review and Consider for Approval Cabins at Maple Minor Subdivision Page 24
  - i. **Public Hearing: Cabins at Maple Minor Subdivision, a five (5) lot subdivision of the easterly 13.45 ft of Lot 9, Lots 10, 11, and 12 of Block 4 David L. Sellers First Addition to the Town of Hayden, a property zoned Commercial and also described as 155 N Maple Street.**
  - ii. **Consideration of the Cabins at Maple Minor Subdivision, a five (5) lot subdivision of the easterly 13.45 ft of Lot 9, Lots 10, 11, and 12 of Block 4 David L. Sellers First Addition to the Town of Hayden, a property zoned Commercial and also described as 155 N Maple Street.**
- B. First Reading for Review and Discuss an Ordinance Adopting a New Chapter 12.32 Of Title 12 of the Hayden Municipal Code to Regulate the Use of Unmanned Aircraft Systems Page 40
- C. Review and Discuss Possible Regulation of Construction Activity within Town of Hayden Page 45

7. PULLED CONSENT ITEMS

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

9. EXECUTIVE SESSION (IF NECESSARY)

10. ADJOURNMENT

Work Session

Staff & Councilmember Reports

**HAYDEN CENTER**

**Sarah Stinson, Director Arts and Events:** Dance starts the 9<sup>th</sup>. Registration closes after the first week. Painting charcoal class is at 6 pm and pottery classes are starting. Pottery sold out for the evening classes and day time filling up. Demo Wednesday and Thursday this week. Halloween painting party October 14<sup>th</sup> and one in December. Craft fair coming up November 2<sup>nd</sup>, 9-3. Vendors can register online. Hayden Nite Live tickets are on sale. We are helping with Harvest Fest for mid-October. Rhonda Sweetser, Director Parks and Recreation:

**POLICE**

**Chief of Police Scurlock:** School started. Been working in school zones. Training coming up; De-escalation and Taser 10. Corporal Marchbanks will go to supervisor training in October.

**PUBLIC WORKS**

**Bryan Richards, Public Works Director:** Football started. Duckles is done with main lines and man holes. Punch list starts tomorrow. Importing material for the roads, the last thing on this build. Will pave in September. Laid first geo thermal pipe this week underneath the road crossing. Hunting season starting so guys taking off making us a little short staffed. Liam Frentress is gone. The posting should be up soon for that position.

**PLANNING**

**Tegan Ebbert, Community Development Director:** On Vacation

**ADMINISTRATION**

**Mathew Mendisco, Town Manager:** Budget moving forward, as is the Business Park. Tomorrow, 9/4/2024, at 3:30, there will be a study session hosted by the Town of Hayden, The Routt County Economic Development Partnership, and the Northwest Colorado Development Council held at the Hayden Center, for any and all who can attend. Hayden center is doing well. First reading in October for the budget. Tegan is on vacation this week. We are putting together two teams for golf for 9/21/2024 for the Totally Tots fund raiser.

**Barbara Binetti, Town Clerk:** The November 5<sup>th</sup> election is certified with Routt County.

**Andrea Salazar, Finance Manager:** - Payroll ran this week and we are working on budgets

**Study Session 6:00 p.m. to 7:00 p.m.** - Mathew Mendisco held a work session regarding historical growth projections and review of 1978 to present and impacts on 2025. He also updated the Council on the State Special Session that passes an action to lower property taxes for residential 6.5% to 6.25% and commercial properties 29% to 25% by 2027. The Strategic plan is in the 2<sup>nd</sup> year. Roads are the biggest infrastructure need.

**Mayor Banks** called the regular meeting of the Hayden Town Council to order at 7:31 p.m. Mayor Pro Tem Reese and Councilmembers Hicks, and Carlson present. Also present were Town Manager, Mathew Mendisco, Town Clerk, Barbara Binetti, Public Works Director, Bryan Richards, Finance Manager, Andrea Salazar, Hayden Police Chief, Scott Scurlock, and Hayden Center Arts and Events Director, Sarah Stinson.

COUNCILMEMBER REPORT AND UPDATE	Elaine Hicks said that while taking her petition around for signatures, she had many comments from citizens about property tax breaks and more sidewalks. Melinda Carlson added that she heard many people seem to be confused about the Main Street Apartments being an affordable housing project rather than the private project that it is.
OPENING PRAYER MOMENT OF SILENCE	Mayor Banks offered a moment of silence.
PLEDGE OF ALLEGIANCE	Mayor Banks led the Pledge of Allegiance.
PUBLIC COMMENTS	None
PROCLAMATIONS/ PRESENTATIONS	None
CONSENT ITEMS	Councilmember Carlson moved to approve the consent items. Councilmember Hicks seconded. Roll call vote. Councilmember Carlson– aye. Councilmember Hicks – aye. Mayor Pro Tem Reese – aye. Mayor Banks – aye. Motion carried.
A. Consideration of minutes for the Regular Meeting of August 15, 2024	
B. Consideration to ratify payment bill vouchers dated 8/21/2024 in the amount of \$43,621.30	
C. Consideration to approve payment bill vouchers date in the amount of \$86,279.72	
D. Review and Consider Approval of Appointment of Nash Welch to the Hayden Parks and Recreation Board	
E. Review and Consider Approval of Appointment of Jeff Milius to Routt County Climate Action Plan Collaborative Board	
OLD BUSINESS	None

NEW BUSINESS

A. Request to File Quiet Title Action, Tract A, Golden Meadows Filing 2

Albert Deepe in attendance. Brought to our attention by Deepe’s that on the plat it states it is for access but the legal access needs protected but technically not a right a-way so the cleanest way to fix this is to file the title action to clarify access and fix on plat language ... Town of Hayden has the rights to do this in order to correct the plat. Town staff recommends to approve the quiet action and the open space (Golden Meadows green belt)

Albert Deepe’s only request is that second action doesn’t slow down the action or add to their costs

Bryan stated that the town already takes care of weeds, fires, and other issues in those areas. That section is an underutilized space in town. It was old motorcycle trails etc.

Carlson is in favor of including both pieces in the filing.

Mayor Banks moved to approve the Request to File Quiet Title Action, Tract A, Golden Meadows Filing 2. Councilmember Carlson seconded. Roll call vote. Councilmember Carlson– aye. Councilmember Hicks – aye. Mayor Pro Tem Reese – aye. Mayor Banks – aye. Motion carried

PULLED CONSENT ITEMS None

STAFF AND COUNCILMEMBER REPORTS AND UPDATES CONTINUED

EXECUTIVE SESSION None

ADJOURNMENT Mayor Banks adjourned the meeting at 7:55 p.m.

Recorded by:

\_\_\_\_\_  
Barbara Binetti, Town Clerk

APPROVED THIS 19<sup>th</sup> DAY OF September, 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
4330	Advanced Copier Solutions Inc.	14471	Admin - Savin Copier Contract	09/01/2024	64.25		
Total 4330:					64.25		
1200	Bear River Valley Co-Op	AUG2024	Admin Fuel	08/25/2024	41.51		
1200	Bear River Valley Co-Op	AUG2024	Streets Vehicle Expense	08/25/2024	655.77		
1200	Bear River Valley Co-Op	AUG2024	Streets Maintenance	08/25/2024	671.95		
1200	Bear River Valley Co-Op	AUG2024	Parks - Vehicle Exp	08/25/2024	800.21		
1200	Bear River Valley Co-Op	AUG2024	Parks - Field & Turf - Fuel	08/25/2024	218.18		
1200	Bear River Valley Co-Op	AUG2024	Parks - Trails	08/25/2024	331.75		
1200	Bear River Valley Co-Op	AUG2024	Water vehicle exp - fuel	08/25/2024	277.09		
1200	Bear River Valley Co-Op	AUG2024	Sewer Vehicle Expense	08/25/2024	310.92		
1200	Bear River Valley Co-Op	AUG2024	PD Vehicle Expense	08/25/2024	726.16		
Total 1200:					4,033.54		
1310	Boyko Supply Co	216836	HC - Trash Bags & Towels	09/09/2024	105.94		
Total 1310:					105.94		
7900	Browns Hill Engineering &	1390	SCADA Lease	09/01/2024	2,338.00		
Total 7900:					2,338.00		
1400	Caselle Inc	135271	Admin	09/01/2024	788.80		
1400	Caselle Inc	135271	Water Admin	09/01/2024	394.40		
1400	Caselle Inc	135271	Sewer Admin	09/01/2024	394.40		
1400	Caselle Inc	135271	Hayden Center	09/01/2024	394.40		
Total 1400:					1,972.00		
1410	CASH	111	Hayden Night Live Petty Cash	09/04/2024	600.00		
Total 1410:					600.00		
3770	CenturyLink	9595SEP2024	334099595 PD Phone 970-276-25	09/04/2024	114.06		
Total 3770:					114.06		
9230	Chaosink	19071	Rec - Youth Football Jerseys/Coa	09/03/2024	1,485.00		
Total 9230:					1,485.00		
13430	Chotvacs, Wade Russell	418.15	Utility Deposit Refund	09/11/2024	75.00		
Total 13430:					75.00		
13168	CivicPlus LLC	314922	Municode Books	08/30/2024	2,937.10		
Total 13168:					2,937.10		
13267	Collins, Mark	AUG2024	Strategic Planning Staff Retreat	08/03/2024	675.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
13267	Collins, Mark	AUG2024	Strategic Planning Staff Retreat	08/03/2024	225.00		
13267	Collins, Mark	AUG2024	Strategic Planning Staff Retreat	08/03/2024	225.00		
13267	Collins, Mark	AUG2024	Strategic Planning Staff Retreat	08/03/2024	225.00		
13267	Collins, Mark	AUG2024	Strategic Planning Staff Retreat	08/03/2024	225.00		
13267	Collins, Mark	AUG2024	Strategic Planning Staff Retreat	08/03/2024	225.00		
Total 13267:					1,800.00		
1700	Colorado Municipal Judge Assn	15AUG2024	Conference registration	08/15/2024	175.00		
Total 1700:					175.00		
13106	Column Software PBC	315EBC08-010	Cabins at Maple Minor Subdivisio	08/30/2024	24.35		
Total 13106:					24.35		
13314	CRC Inc.	1206	NWBP Geothermal - Pipe Install i	09/04/2024	50,946.68		
13314	CRC Inc.	HBP PAY APP	NWBP Pay App #5	08/23/2024	344,792.74		
13314	CRC Inc.	HBP PAY APP	NWBP Pay App #5 Stored Materia	08/23/2024	40,547.27-		
13314	CRC Inc.	HBP PAY APP	NWBP Retainage Pay App 5	08/23/2024	17,239.64-		
Total 13314:					337,952.51		
13167	Dex Imaging	AR11883887	HC - Copier	09/03/2024	55.59		
Total 13167:					55.59		
12100	Duckels Construction, Inc	NWBP PAY AP	NWBP Offsite Pay App #5	08/25/2024	762,450.00		
12100	Duckels Construction, Inc	NWBP PAY AP	Retainage NWBP Offsite Pay App	08/25/2024	38,122.50-		
Total 12100:					724,327.50		
13307	Fox Tuttle Transportation Group, L	24052-1	US Highway 40 Speed Limits	08/20/2024	827.50		
Total 13307:					827.50		
12773	Freedom Mailing Services	48614	Utility Billing	08/30/2024	232.53		
12773	Freedom Mailing Services	48614	Utility Billing	08/30/2024	232.52		
Total 12773:					465.05		
13428	Gonzales, Tyler	546.14	Utility Deposit Refund	09/04/2024	63.22		
Total 13428:					63.22		
13225	GreatAmerica Financial Services	37310491	SAVIN C4500 Town Hall Printer	08/26/2024	268.00		
Total 13225:					268.00		
2580	Hayden Merc	01-186239	Parks - Turret Wand	08/01/2024	24.99		
2580	Hayden Merc	01-186537	TC - Council Refreshments	08/01/2024	109.54		
2580	Hayden Merc	01-187320	HC - Tools for Shed Insulation	08/02/2024	29.57		
2580	Hayden Merc	01-187548	HC - White Shed Insulation	08/02/2024	6.99		
2580	Hayden Merc	01-190143	Flower Bug Spray	08/05/2024	66.97		
2580	Hayden Merc	01-190173	NWBP Manhold Coating	08/05/2024	16.36		
2580	Hayden Merc	01-190585	HC - White Shed Insulation	08/05/2024	18.99		
2580	Hayden Merc	01-190739	PW - Decal Remover	08/05/2024	14.78		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
2580	Hayden Merc	01-192901	Parks - Town Park Bathroom	08/07/2024	6.59		
2580	Hayden Merc	01-193598	HC - White Shed Insulation	08/08/2024	4.99		
2580	Hayden Merc	01-193755	Parks - Vista Verde Park Sprinler	08/08/2024	19.99		
2580	Hayden Merc	01-200065	Parks - Signs	08/14/2024	69.53		
2580	Hayden Merc	01-201232	PW -Striping Parking Lots	08/15/2024	4.59		
2580	Hayden Merc	01-201734	Parks - Washers	08/15/2024	23.94		
2580	Hayden Merc	01-202516	HC - Kitchen Cleaning Supplies	08/16/2024	65.09		
2580	Hayden Merc	01-207095	PW - Pest Control	08/20/2024	15.18		
2580	Hayden Merc	01-207207	PD - 2-Day Intoxilyzer School Refr	08/20/2024	25.15		
2580	Hayden Merc	01-207291	Arts - NHL Meetings Snacks	08/20/2024	41.01		
2580	Hayden Merc	01-208045	PD - Batteries for Patrol Rifle Opti	08/21/2024	8.99		
2580	Hayden Merc	01-209396	Dry Creek Park Trees	08/22/2024	14.99		
2580	Hayden Merc	01-212979	WTP Phone	08/26/2024	11.87		
2580	Hayden Merc	01-214411	PW - Post Hole Digger	08/27/2024	49.98		
2580	Hayden Merc	01-215719	PW - Phone Line	08/28/2024	5.18		
2580	Hayden Merc	01-216005	PW - Phone Line	08/28/2024	22.98		
2580	Hayden Merc	01-216916	WTP Phone Line	08/29/2024	116.96		
2580	Hayden Merc	01-216992	TH - Cleaning Supplies	08/29/2024	16.68		
2580	Hayden Merc	01-217030	DCP Main Break	08/29/2024	60.73		
2580	Hayden Merc	01-217177	DCP - PVC Adapters	08/29/2024	31.98		
2580	Hayden Merc	01-217350	Rec - Football Helmet Screws	08/29/2024	1.90		
2580	Hayden Merc	02-172426	PD - Plates, Plastic War, Toilet Pa	06/03/2024	25.54		
2580	Hayden Merc	02-175806	HC - Fasteners	08/07/2024	.80		
2580	Hayden Merc	02-175891	Parks - Wire for Trees	08/07/2024	36.99		
2580	Hayden Merc	02-177751	PW - Materials for Phone Line	08/09/2024	42.49		
2580	Hayden Merc	02-181287	PW - Hardware	08/12/2024	9.99		
2580	Hayden Merc	02-181896	HC - Art Shelves Screws	08/13/2024	16.99		
2580	Hayden Merc	02-183411	PW - Nuts Bolts Batteries	08/14/2024	16.57		
2580	Hayden Merc	02-183507	PW - Chalk for Chalk Line Asphalt	08/14/2024	13.99		
2580	Hayden Merc	02-185206	Parks - Extension Cords	08/16/2024	69.98		
2580	Hayden Merc	02-189421	PW - Pest Control	08/20/2024	33.54		
2580	Hayden Merc	02-190263	PW - Employee Appreption 10 yea	08/21/2024	22.36		
2580	Hayden Merc	02-194755	Parks - Water Wagon	08/26/2024	8.59		
2580	Hayden Merc	02-196714	Parks -Water Wagon	08/28/2024	4.99		
2580	Hayden Merc	02-198012	PW - Bolts, Washers, Nipple	08/29/2024	18.98		
2580	Hayden Merc	03-151651	PW - Staples for Insulation	08/05/2024	11.18		
2580	Hayden Merc	03-151715	HC - White Shed Insulation	08/05/2024	18.99		
2580	Hayden Merc	03-159657	HC - Kitchen Supplies	08/16/2024	6.00		
2580	Hayden Merc	03-162827	PW -Paint Thinner, Striping Parkin	08/19/2024	9.99		
2580	Hayden Merc	03-167360	Parks - Clevis Hooks	08/25/2024	15.58		
2580	Hayden Merc	03-171203	PW - 14" Pressure Test	08/30/2024	77.89		
2580	Hayden Merc	03-171259	PW - 14" Pressure Test	08/30/2024	5.99		
Total 2580:					1,373.91		
5470	Lee's Keys Plus LLC	18004	HC - Key Changes	07/03/2024	379.10		
5470	Lee's Keys Plus LLC	18005	DCP Door & Skate Park	07/03/2024	960.00		
Total 5470:					1,339.10		
8375	MASON SIEDSCHLAW	2685	PD - Monthly Cloud Server	09/01/2024	317.00		
Total 8375:					317.00		
13421	Mesa Planning & Design LLC	240402	Cabins at Maple Review	09/03/2024	100.00		
13421	Mesa Planning & Design LLC	240402	Code Research, Deepe Property	09/03/2024	275.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
Total 13421:					375.00		
9060	Mid-American Research Chemical	0827888-IN	HC - Cleaning Supplies	08/23/2024	498.00		
Total 9060:					498.00		
2960	MJK Sales & Feed Inc	373406	PD - Less Lethal Training Target	08/06/2024	29.08		
2960	MJK Sales & Feed Inc	373407	PD - Less Lethal Training Target	08/06/2024	54.67		
2960	MJK Sales & Feed Inc	373408	PD - Less Lethal Training Target	08/06/2024	9.13		
Total 2960:					92.88		
12639	Muntean Leadership Group, LLC	03SEP2024	Talent Insight Assessment	09/03/2024	780.00		
12639	Muntean Leadership Group, LLC	03SEP2024	Talent Insight Assessment	09/03/2024	260.00		
12639	Muntean Leadership Group, LLC	03SEP2024	Talent Insight Assessment	09/03/2024	260.00		
12639	Muntean Leadership Group, LLC	03SEP2024	Talent Insight Assessment	09/03/2024	260.00		
12639	Muntean Leadership Group, LLC	03SEP2024	Talent Insight Assessment	09/03/2024	260.00		
12639	Muntean Leadership Group, LLC	03SEP2024	Talent Insight Assessment	09/03/2024	260.00		
Total 12639:					2,080.00		
8920	Murdoch's Ranch & Home Craig	8940217	PW - Washington St Lift Station	08/06/2024	359.99		
8920	Murdoch's Ranch & Home Craig	9215660	PW - 10 Year Anniversary Gift	08/21/2024	239.99		
8920	Murdoch's Ranch & Home Craig	9219334	PW Clothing	08/21/2024	187.91		
Total 8920:					787.89		
4080	Northwest CO Consultants Inc	21-13386-01	Skate Park Geotech Report	09/03/2024	2,632.00		
Total 4080:					2,632.00		
13256	PDS INC	AR86382	PD - Copier	09/10/2024	31.33		
13256	PDS INC	AR86716	PW - Copier	09/10/2024	5.34		
Total 13256:					36.67		
13359	Platform Group LLC	7914	Skate Park Redesign	07/15/2024	11,500.00		
Total 13359:					11,500.00		
13334	PVS DX, INC	737000599-24	WTP Chlorine	02/26/2024	1,392.05		
13334	PVS DX, INC	737003534-24	WWTP Gases	09/04/2024	1,478.63		
13334	PVS DX, INC	C737000053-2	WTP Chlorine	08/01/2024	1,392.05		
13334	PVS DX, INC	DE73000762-2	WWTP Gases	08/31/2024	120.00		
Total 13334:					1,598.63		
12854	Pye Barker Fire & Safety, LLC	PSI1355065	HC - Fire Sprinkler Inspection	08/19/2024	470.00		
Total 12854:					470.00		
13375	Rinker Materials	29324342	NWBP Manholes	06/06/2024	12,223.00		
13375	Rinker Materials	29324343	NWBP Manholes	06/06/2024	1,216.00		
13375	Rinker Materials	29324344	NWBP Manholes	06/06/2024	11,408.38		
13375	Rinker Materials	29324345	NWBP Manholes	06/06/2024	12,934.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
Total 13375:					37,781.38		
6595	Routt County	2016 BUYER I	Routt County Livestock Sale - Hav	09/05/2024	4,000.00		
6595	Routt County	2016 BUYER I	JR Livestock Sale - Steer	09/05/2024	4,000.00		
Total 6595:					8,000.00		
13194	RubinBrown LLP	1019417	Admin - CPA Services	08/31/2024	1,260.00		
13194	RubinBrown LLP	1019417	Water Admin - CPA Services	08/31/2024	630.00		
13194	RubinBrown LLP	1019417	Sewer Admin - CPA Services	08/31/2024	630.00		
13194	RubinBrown LLP	1019417	HC - CPA Services	08/31/2024	630.00		
Total 13194:					3,150.00		
12248	SGS North America, Inc.	52160157596	PW - Lead & Copper Samples	09/04/2024	910.80		
Total 12248:					910.80		
12727	Stand Creative Studio	4494	Website Hosting	09/01/2024	150.00		
Total 12727:					150.00		
13047	Steadman Group LLC	HAYD1-2407	Region 1 Opioid Facilitation	09/03/2024	6,747.72		
Total 13047:					6,747.72		
12494	Steamboat Springs Auto Parts, In	444627	Parks - Water Wagon Pump	08/02/2024	139.99		
12494	Steamboat Springs Auto Parts, In	444738	Parks - 2017 F150 Air Filter	08/06/2024	41.98		
12494	Steamboat Springs Auto Parts, In	445097	Parks - Water Wagon Fuse	08/14/2024	20.99		
12494	Steamboat Springs Auto Parts, In	445247	Parks - Tail Light Bulb	08/20/2024	5.49		
12494	Steamboat Springs Auto Parts, In	445557	PD - #719 Oil Change	08/27/2024	76.95		
12494	Steamboat Springs Auto Parts, In	445639	Parks - Water Wagon Toggle	08/29/2024	7.49		
Total 12494:					292.89		
12634	Sunrise Engineering, Inc.	0146183	South Spruce VCP Design	09/10/2024	1,269.00		
12634	Sunrise Engineering, Inc.	0146183	Wember Project Review	09/10/2024	1,500.00		
12634	Sunrise Engineering, Inc.	0146184	NW Colorado Business Park CM	09/10/2024	46,458.75		
Total 12634:					49,227.75		
13429	The Print Shop	1009	NW CO SEP Poster	08/31/2024	27.00		
Total 13429:					27.00		
3710	Town of Hayden	AUG2024	15.01 1250 W Jefferson	08/31/2024	254.85		
3710	Town of Hayden	AUG2024	92.01 178 W Jefferson	08/31/2024	103.06		
3710	Town of Hayden	AUG2024	94.01 Bulk Water	08/31/2024	395.81		
3710	Town of Hayden	AUG2024	231.01 229 S 3rd St park	08/31/2024	3,165.30		
3710	Town of Hayden	AUG2024	232.01 40500 CR 183	08/31/2024	548.55		
3710	Town of Hayden	AUG2024	355.01 1200 W Jefferson	08/31/2024	150.26		
3710	Town of Hayden	AUG2024	436.02 Hayden Center	08/31/2024	735.31		
3710	Town of Hayden	AUG2024	534.01 101 S Chestnut	08/31/2024	455.14		
3710	Town of Hayden	AUG2024	694.02 135 Walnut Street	08/31/2024	73.44		
3710	Town of Hayden	AUG2024	1208.01 513 S Poplar St park	08/31/2024	50.11		
3710	Town of Hayden	AUG2024	2035.01 249 Hawthorn	08/31/2024	171.87		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
3710	Town of Hayden	AUG2024	2036.01 513 S Poplar St	08/31/2024	200.03		
3710	Town of Hayden	AUG2024	2044.01 351 Vista Verde Dr	08/31/2024	765.48		
3710	Town of Hayden	AUG2024	2046.01 326 Lake View	08/31/2024	1,479.54		
3710	Town of Hayden	AUG2024	2090.01 Industrial Park A	08/31/2024	72.94		
3710	Town of Hayden	AUG2024	2163.01 Community Garden Utilit	08/31/2024	80.00		
Total 3710:					8,701.69		
13352	TransUnion Risk & Alternative	6609912-2024	PD & Court - People Address Sea	09/01/2024	75.00		
Total 13352:					75.00		
13190	Trey Steven Mullen	770	Media/Communications	09/06/2024	1,920.00		
Total 13190:					1,920.00		
13417	Twin Enviro - Apex	AUG2024	Residential Trash Service	08/31/2024	28,000.56		
Total 13417:					28,000.56		
12864	UNCC	224080799	Swr - Utility Locates	08/31/2024	29.67		
12864	UNCC	224080799	Wtr - Utility Locates	08/31/2024	29.67		
Total 12864:					59.34		
13086	Vital Records Holding, LLC	4399936	PD - Document Shredding	08/31/2024	50.00		
13086	Vital Records Holding, LLC	4418838	Admin - Destruction Bins	08/31/2024	110.46		
Total 13086:					160.46		
3880	Wagner Equipment Co	P04C0346359	140 M Battery	08/22/2024	816.46		
Total 3880:					816.46		
6130	Western Security Systems Inc	634195	HC - Alarm Monitoring Oct - Dec	09/03/2024	225.00		
6130	Western Security Systems Inc	634305	PD - Alarm Monitoring Oct - Dec	09/03/2024	210.00		
Total 6130:					435.00		
13286	Wilcox, Desiree	791.02	Utility Deposit Refund	08/28/2024	8.67		
Total 13286:					8.67		
13389	Wilson Williams LLP	944	PUC Franchise Review	09/01/2024	306.00		
Total 13389:					306.00		
13061	Xerox Financial Services	6188321	178 W Jefferson C8145	09/01/2024	245.43		
13061	Xerox Financial Services	6198031	1200 W Jefferson C8145/H2	09/05/2024	233.43		
Total 13061:					478.86		
4010	Yampa Valley Electric	111395	NWBP Electric Install	08/06/2024	284,928.34		
4010	Yampa Valley Electric	111426	NWBP - Off Pole Stabilization	08/20/2024	6,787.04		
Total 4010:					291,715.38		

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Date Paid	Voided
13128	Yampa Valley Sustainability Coun	16642	RC Climate Action Collaborative	08/31/2024	10,080.00		
Total 13128:					10,080.00		
Grand Totals:					1,551,829.65		

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Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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Town of Hayden

Town Council Agenda Item

**MEETING DATE:** SEPTEMBER 19, 2024

**AGENDA ITEM TITLE:** REVIEW AND CONSIDER THE LEASE AGREEMENT BETWEEN THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM ACTING BY AND THROUGH COLORADO STATE UNIVERSITY AS TENANT AND THE TOWN OF HAYDEN AS LANDLORD

**AGENDA SECTION:** CONSENT AGENDA

**PRESENTED BY:** BRYAN RICHARDS

**CAN THIS ITEM BE RESCHEDULED:** NOT PREFERRED

**BACKGROUND REVIEW:** THE SNOW SENSITIVITY TO CLOUDS IN A MOUNTAIN ENVIRONMENT (S2NOCLIME) WILL TAKE PLACE IN THE YAMPA VALLEY IN THE WINTER OF 2024-2025. THE MAIN GOALS ARE TO UNDERSTAND HOW SNOW FORMS UNDER THE INFLUENCE OF THE TERRAIN IN THE UPPER YAMPA VALLEY. FURTHER UNDERSTANDING OF THESE PROCESSES WILL IMPROVE SNOWFALL AND SEASONAL SNOWPACK ACCUMULATION FORECASTS AS WELL AS DOWNSTREAM IMPACTS ON WATER RESOURCES. THE SEA-POL WEATHER RADAR WILL BE PLACED NEAR HAYDEN, COLORADO TO PROVIDE CONTEXT FOR OTHER MEASUREMENTS BEING TAKEN ALONG THE PARK RANGE AND NEAR STEAMBOAT SPRINGS. THE DATA COLLECTED BY THE RADAR WILL PROVIDE CRITICAL INFORMATION ON WEATHER IN THE AREA THAT IS MISSED BY THE NATIONAL RADAR NETWORK, AND WILL BE SHARED FREELY WITH THE COMMUNITY INCLUDING THE YAMPA VALLEY REGIONAL AIRPORT AND STEAMBOAT SKI AREA.

**RECOMMENDATION:** MOVE TO APPROVE THE LEASE AGREEMENT BETWEEN THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM ACTING BY AND THROUGH COLORADO STATE UNIVERSITY AS TENANT AND THE TOWN OF HAYDEN AS LANDLORD

**MANAGER'S RECOMMENDATION/COMMENTS:** *I CONCUR WITH THE RECOMMENDATION.*

**LEASE AGREEMENT**  
between  
**THE BOARD OF GOVERNORS**  
**OF THE COLORADO STATE UNIVERSITY SYSTEM**  
**ACTING BY AND THROUGH**  
**COLORADO STATE UNIVERSITY**  
as **Tenant**  
and  
**THE TOWN OF HAYDEN**  
as **Landlord**

This LEASE AGREEMENT (“Lease”) is entered into on September 19<sup>th</sup>, 2024 (“Effective Date”), by and between The Board of Governors of the Colorado State University System, acting by and through Colorado State University (“Tenant”), and the Town of Hayden, a Colorado municipal corporation (“Landlord”). Landlord and Tenant are referred herein singularly as “Party” and together the “Parties.”

ARTICLE 1

**LEASED PREMISES**

1.1 **Leased Premises.** Landlord own that certain real property located at 38080 County Road, Hayden, Colorado and commonly known as “Seneca Tank Site,” which is more particularly described on Exhibit A-1, attached hereto and incorporated by this reference (the "Land"), and hereby leases to Tenant, and Tenant hereby leases from Landlord, part of the Land as more particularly described on Exhibit A-2, attached hereto and incorporated by this reference (the "Leased Premises"). The Leased Premises do not include the improvements to be constructed or installed on the Land by Tenant, as more fully described below (the "Improvements"). The Improvements shall be and remain the separate property of Tenant during the "Term" as hereinafter defined. The term "Real Property" shall include both the Leased Premises and the Improvements.

1.2 **Utilities on the Leased Premises.** Tenant intends to connect electricity to the Leased Premises at Tenant's sole cost and expense. In the event Landlord requests that Tenant complete additional utility work for Landlord's benefit as part of the work on the Leased Premises, Landlord agrees to reimburse Tenant for such additional work in an amount to be agreed upon between the Parties.

1.3 **Quiet Enjoyment.** Landlord covenants that Tenant, upon performing all obligations of Tenant under this Lease, will have quiet and peaceful possession of the Leased Premises during the Term, and such possession will not be disturbed by Landlord or anyone claiming by, through or under Landlord.

1.4 **Warranty of Ownership.** At all times relevant hereto, Landlord shall be the fee simple owner of the Leased Premises. Tenant’s interest created hereunder is and shall be only that of a leasehold interest. Landlord warrants and represents itself to be the owner of the Leased Premises, subject to any interests of record, in the form and manner as stated herein, and during the Term of this Lease covenants and agrees to warrant and defend Tenant in the quiet, peaceable enjoyment and possession of the Leased Premises, subject to all applicable governmental laws, ordinances, rules and regulations.

1.5 **Lien Protection.** At all times during the term hereof, Tenant shall keep the Leased Premises free and clear of any liens and encumbrances arising out of any work performed or materials furnished by or at the direction of Tenant and for any other reason whatsoever. In the event any lien is filed, Tenant shall do all acts necessary to discharge any lien. Landlord will have the right to post or maintain on the Leased

Premises any notices of non-responsibility for mechanic's and materialmen's liens provided for under Colorado law and to inspect the Leased Premises in relation to the construction at all reasonable times.

1.6 Obligations of the Parties. Landlord and Tenant, as the case may be, shall be entitled to and/or be responsible for the following:

1.7.1 Reasonable Access. Landlord shall provide Tenant with reasonable access to the Leased Premises via a gravel road from the entrance of the Land to the Leased Premises, to be constructed by Tenant as part of the Improvements.

1.7.2 Connections. Except for the electric service line that Tenant will construct in accordance with Article 3.1.1., Tenant shall have the right to connect, at its cost, to existing Landlord-owned utilities/services and/or those located on the Land including gas, , telephone, water, sanitary sewer systems, if applicable, and as long as available, together with a reasonable right to cross and utilize Landlord's property to accomplish said connection. Such utilities/services will be subject to payment therefore by or under Landlord's accounting procedures or directly to a public utility, as the case may be. Such utilities/services shall be further subject to the approval of any public utility owning or supplying product and services with/through said utilities/services. Any cost or fees of any kind imposed by any public utility for utilization of utilities for the Improvements shall be paid by Tenant. Tenant shall arrange for, and pay all costs and expenses associated with the construction of, an electric service line to the Leased Premises, including the separate metering thereof, and for the payment of all electric service charges for the Leased Premises from time to time.

1.7.3 Maintenance. Tenant shall maintain the Leased Premises in good repair during the Term of this Lease.

## ARTICLE 2

### TERM ANDRENT

2.1 Lease Term. The initial term of this Lease shall commence on the Effective Date and shall continue until July 31, 2025 ("Term") unless sooner terminated or further extended pursuant to the terms of this Lease. The Parties may extend this Lease by written, mutual agreement (each a "Renewal Term"). The initial term and any Renewal Terms shall, together, constitute the Term of this Lease.

2.2 Rent. The Tenant shall pay the Landlord Five Dollars (\$5.00) per month for each month during the Term of this Lease, and the Landlord hereby acknowledges that the Tenant has paid in advance all amounts due for the Term.

## ARTICLE 3

### CONSTRUCTION OF IMPROVEMENTS

3.1 Construction of Improvements. Following the execution of this Lease, Tenant, at its own expense, will construct the following in accordance with the provisions of this Lease:

3.1.1 Utility Improvement. Tenant will construct an electrical line from the north side of the Land to the southwest corner of the Land;

3.1.2 Gravel Road. Tenant will construct a gravel road from the entrance of the Land to the Leased Premises site; and

3.1.3 Weather Radar. Tenant will construct a weather radar on the site which will sit upon a 20' ISO C container which will be fastened to the ground with concrete footings and other foundational improvements to ensure the safety of the instrument during the harsh weather conditions. Two other 20' C containers will remain at the site for the project and will be similarly secured with concrete footings.

3.2 Condition of Construction Improvements. Tenant agrees that the construction of Improvements on the Land shall be subject to the following:

3.2.1 Adherence with applicable laws. At all times during the performance of this Lease, Tenant shall strictly adhere to all applicable federal, state and local laws, rules and regulations that have been or may hereafter be established.

3.2.2 Approvals and Costs. If necessary, any approvals that Tenant will be required to obtain from the Town of Hayden in connection with the development, construction and occupancy of the Improvements are hereinafter called the "Town Approvals." All required Town Approvals shall be obtained by Tenant. Subject to the foregoing provisions, Landlord agrees to cooperate with Tenant's efforts to obtain any required Town Approvals for construction of the Improvements in accordance with the plans and specifications therefore approved by Landlord, including, to the extent required, the execution and delivery of required applications and submittals.

3.3 Plan Review. Landlord acknowledges that it has had an opportunity to review Tenant's preliminary plans for the Improvements.

3.4 Delivery of Completion Documents. Once the Improvements are built, Tenant shall deliver to Landlord evidence that all expenses related to the development of the Improvements on the Land have been paid in full. Tenant shall deliver to Landlord copies of all shop drawings, all "as built" drawings, all operations and maintenance manuals and all similar items in a standard electronic format, if available, otherwise in a customary format.

#### ARTICLE 4

#### **USE AND SURRENDER OF LEASED PREMISES**

4.1 Use of Leased Premises. During that portion of the Term prior to the completion of the Improvements, the Leased Premises may be used solely for the construction thereon of the Improvements as described in 3.1.

4.2 Hazardous Substances.

4.2.1 Definitions. The following definitions apply in construing the provisions of this Lease related to Hazardous Substances:

- (a) "Environmental Laws" means the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, U.S.C. Section 9601 et seq. (including the so-called "Superfund" amendments thereto), any other applicable Laws governing or pertaining to any hazardous substances, hazardous wastes, chemicals or other materials, including,

without limitation, asbestos, polychlorinated biphenyls, radon, petroleum and any derivative thereof or any common law theory based on nuisance or strict liability.

- (b) "Hazardous Substance" means any substance, chemical or material declared to be, or regulated as, hazardous or toxic under any Environmental Law or the presence of which may give rise to liability under any Environmental Law.

4.2.2 Tenant's Covenants. Tenant will not knowingly allow any Hazardous Substance to be located on, or incorporated into any Improvements at, the Leased Premises and will not conduct or authorize the use, generation, transportation, storage, treatment or disposal at the Leased Premises or the Land of any Hazardous Substance other than in quantities incidental to, or required in connection with, the conduct of any use permitted by Section 4.1 above; provided, however, that such incidental or required use, generation, transportation, storage, treatment or disposal is at all times fully in compliance with all Environmental Laws.

4.2.3 Tenant's Liability. Tenant and Landlord shall be responsible to the fullest extent allowed under the law for their own negligence, and the negligence of their respective employees and authorized volunteers acting within the scope of their actual authority. It is expressly understood and agreed that nothing contained in this Lease shall be construed as an express or implied waiver by the Tenant or Landlord of their respective governmental and sovereign immunities, as an express or implied acceptance by the Tenant or Landlord of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as a pledge of the full faith and credit of the State of Colorado or the Town of Hayden, Colorado, or as the assumption of any of the parties of a debt, contract or liability of each other in violation of Article XI, Section 1 of the Constitution of Colorado. As an institution of the State of Colorado and a Colorado municipality, respectively, neither Tenant nor Landlord is authorized to indemnify any party, public or private, as against the claims and demands of third parties and any such indemnification provision in this Agreement shall be null and void.

4.2.4 Landlord's Representation. Landlord represents to Tenant that, to Landlord's current actual knowledge, there are no Hazardous Substances present on the Leased Premises or Property as of the Effective Date of this Lease in any manner or quantity that violates any Environmental Laws. Landlord will not hold Tenant responsible for, any damages, costs, losses, expenses (including, without limitation, actual attorneys' fees and engineering fees) arising from or attributable to (i) the existence of any Hazardous Substance at the Leased Premises and/or the Land as a result of the acts of Landlord or its agents, employees or contractors, and (ii) any breach by Landlord of its representation contained in this Section 4.2.4.

4.2.5 Survival. The Parties' obligations under this Article 4 will survive the expiration of the Term or other termination of this Lease.

4.3 Surrender of Leased Premises. Upon the expiration or earlier termination of this Lease, or on the date specified in any demand for possession by Landlord after a default by Tenant, Tenant shall peaceably surrender the Premises in good repair except for damages by act of God or other casualty beyond control, or by fire or other casualty covered by standard extended coverage insurance, and, except for normal wear and tear.

## ARTICLE 5

## DEFAULT AND REMEDIES

5.1 Tenant's Default; Landlord's Remedies. If, during the Term (a) Tenant defaults in fulfilling any of its covenants, obligations or agreements set forth in this Lease (other than the covenants described in clauses 5.1.1 and 5.1.2 below), Landlord may give Tenant notice of such default and, if at the expiration of thirty (30) days after delivery of such notice, such default continues to exist, or in the event of a default which cannot with due diligence be cured within a period of thirty (30) days, if Tenant fails to proceed promptly after the delivery of such notice and with all due diligence to commence to cure the same and thereafter to prosecute the curing of such default with all due diligence to completion as soon as reasonably possible; or (b) (i) the Leased Premises are used for purposes other than a use permitted in accordance with Section 4.1 or otherwise permitted by Landlord; or (ii) this Lease or the Leased Premises, without the prior written consent of Landlord or except as expressly permitted, is assigned, pledged, mortgaged, transferred or sublet in any manner:

5.1.1 Termination. Landlord may terminate this Lease, effective at such time as may be specified by notice to Tenant, and demand (and, if such demand is refused, recover) possession of the Leased Premises from Tenant.

5.1.2 Repossession. Landlord may reenter and take possession of all or any part of the Leased Premises, without additional demand or notice, and repossess the same and expel Tenant (subject to the last sentence of this Section 5.1.3), without being liable for prosecution for such action or being deemed guilty of any manner of trespass or right to bring any proceeding for breach of covenants or conditions.

5.2 Remedies Cumulative. Each of the remedies described above, and all remedies available to Landlord at law or at equity for a default by Tenant, shall be cumulative with and in addition to one another and may be exercised simultaneously or successively, as Landlord may deem appropriate, without any exercise of one remedy being deemed an election of remedies or a waiver to exclusion of any other remedy.

## ARTICLE 6

### GENERAL PROVISIONS

6.1 Waiver. Waiver by Landlord of any default, breach or failure of the Tenant under this Lease shall not be construed as a waiver of any subsequent or different default, breach or failure by the Tenant.

6.2 Governing law and venue. The laws of the State of Colorado shall be applied in the interpretation, execution and enforcement of this Lease. Any provision of this Lease, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision herein or incorporated herein by reference which purports to negate this provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this Lease to the extent that the agreement is capable of execution. All cases and controversies shall be exclusively brought in the district court of Larimer County, Colorado.

6.3 Notices. All notices required or permitted under this Lease must be in writing and will only be deemed properly given and received (i) when actually given and received, if delivered in person to a Party who acknowledges receipt in writing; or (ii) one business day after deposit with a private courier or overnight delivery service, if such courier or service obtains a written acknowledgment of receipt; or (iii)

three business days after deposit in the United States mail, certified mail with return receipt requested and postage prepaid. All such notices must be transmitted by one of the methods described above to the Party to receive the notice at the following addresses or at such other addresses as either Party may from time to time designate by notice to the other:

To Landlord:

Town Manager  
Town of Hayden  
Address: P.O. Box 190, 178 West Jefferson, Hayden, CO 81639-0190

To Tenant:

Department of Atmospheric Science  
Campus Delivery 1371  
Colorado State University  
Fort Collins, CO 80523-1371

with a copy to:

Office of the General Counsel  
0006 Campus Delivery  
Colorado State University  
Fort Collins, CO 80523-0006

6.4 Violation of laws. The Parties acknowledge that they are familiar with C.R.S. § 18-8-301, et seq. (Bribery and Corrupt Influences) and C.R.S. § 18-8-401, et seq. (Abuse of Public Office) and that no violation of such provisions is present.

6.5 No personal interest. The Parties represent that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the services or property described herein.

6.6 Colorado Governmental Immunity Act. In conjunction with 4.2.3, and notwithstanding any other provision of this Lease to the contrary, no term or condition of this Lease (including, but not limited to, any provision of this Lease which directly or indirectly attempts to make either Party liable for acts or omissions of any person other than its public employees as described in the Colorado Governmental Immunity Act described below) shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protections provided to either Party under governmental immunity laws from time to time applicable to both Parties including, without limitation, the Colorado Governmental Immunity Act (C.R.S. § 24-10-101, et seq.) as the same may apply.

6.7 Severability. The invalidity or illegality of any provision of this Lease will not affect the remainder of the same. If any portion, clause, paragraph, or section of this Lease shall be determined to be invalid, illegal, or without force by a court of law or rendered so by legislative act then the remaining portions of this Lease shall remain in full force and effect.

6.8 Amendment. Any amendment to this Lease shall not be enforceable unless be placed in writing and signed by the duly authorized individuals by Landlord and Tenant. No subsequent novation, renewal,

addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved in the same manner as this Lease.

6.9 Complete Agreement. This Lease, together with the Exhibits attached hereto and referenced above, constitutes the entire understanding between the Parties and supersedes any and all prior written or oral agreements, and there are no covenants, conditions or agreements between the Parties except as set forth herein. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing.

6.10 Successors. The provisions, covenants, and conditions of this Lease shall bind and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

6.11 Force Majeure. A Party will not be liable or responsible for, and there will be excluded from certain obligations, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, reasonably unforeseeable delays in obtaining governmental permits or approvals (so long as such permits or approvals are being diligently pursued), or any other causes of any kind whatsoever which are beyond the reasonable control of such Party.

6.12 Authority. The signatories on this Lease warrant to each other that they have all inherent legal power and authority requisite to entering into this Lease, has taken all action necessary to authorize the execution of this Lease and to perform and satisfy the transactions and obligations contained herein, and has duly authorized the signatories to execute and deliver this Lease.

**IN WITNESS WHEREOF**, the Parties hereby execute this Lease upon the duly authorized signatures and dates below.

**Tenant:**

**THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM,  
ACTING BY AND THROUGH COLORADO STATE UNIVERSITY**

By: \_\_\_\_\_  
Brendan Hanlon  
Vice President for University Operations

Date: \_\_\_\_\_

**LEGAL REVIEW**

By: \_\_\_\_\_  
Lori-Graham West  
Associate Legal Counsel  
Office of the General Counsel  
Colorado State University System

**Landlord:**

**TOWN OF HAYDEN, COLORADO**

By: \_\_\_\_\_  
Ryan Banks  
Mayor

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Barbara Binetti  
Town Clerk



Exhibit A-2: Lease Parcel





**Town of Hayden**

**Town Council Agenda Item**

**MEETING DATE:** September 19, 2024

**AGENDA ITEM TITLE:** Cabins at Maple Minor Subdivision Plat

**AGENDA SECTION:** New Business

**PRESENTED BY:** Tegan Ebbert, Community Development Director

**APPLICANT(S):** Falcon Logistics, Inc.

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

**ATTACHMENTS:** Application Submittal

**BACKGROUND REVIEW:**

The owner, Falcon Logistics, Inc., represented by Damon Hill (Applicant), has submitted an application (Application) for a Minor Subdivision under Hayden’s Development Code (HDC). The application requests to subdivide the easterly 13.45 ft of Lot 9, Lots 10, 11, and 12 of Block 4 David L. Sellers First Addition to the Town of Hayden into five (5) lots to accommodate the construction of five (5) detached dwelling units. Two of the single-family homes is planned to accommodate a home occupation office as an accessory use.

The property was rezoned in 2007, by Ordinance 584, from Residential Low Density to Service Commercial with initial intent to construct a two-story multiuse building with commercial on the bottom and residential on the top. That development never occurred. In 2012, Ordinance 654 consolidated the Auto Oriented Commercial zoning designation and Service Commercial zoning designation into the Commercial Zone District and adopted a new zoning map that reflected the subject property as a Commercially zoned parcel. The site originally contained three mobile homes on it that were removed in approximately 2008 and the site has been vacant since that time.

Cluster homes, single family detached homes, and home occupations are listed as uses by right in the Hayden Development Code in the Commercial Zone District.

**COMPLIANCE WITH THE TOWN OF HAYDEN DEVELOPMENT CODE**

While the HDC contains numerous regulations regarding land use, staff has analyzed the following checklist to highlight the regulations directly applicable to this application and how it meets the standards for approval. Interested parties are encouraged to review the HDC to determine if there are other regulations that may be applicable to the review of this Application. It is noted that a Minor Subdivision

shall comply with both the Preliminary and Final Plat standards. **Chapter 10.16 – Development Review Procedures**

**Section 10.16.020 – General Procedures and Requirements.**

Complies Yes	Complies No	Section	Standards
		10.16.020(3)	<b>Step 3: Application Processing</b>
		10.16.020(3)(a)	<b>Determination of Completeness.</b> A development application shall be reviewed for completeness by the manager within ten business days after receipt
		10.16.020(3)(b)	<b>Referral to Other Agencies.</b> Development applications may be referred to other agencies for review and comment.
X		10.16.020(3)(b)(1)	Any utility, local improvement or service district or ditch company, when applicable. <i>Staff comment: A referral was made to Hayden Public Works Department, Yampa Valley Electric Association, Hayden Police Department, Routt County Building Department, Routt County Geographic Information Systems Department, CDOT and West Routt Fire Protection District. Comments were received from Hayden Building Department, Hayden Public Works, and Yampa Valley Electric Association. Those comments have been included as an attachment to this staff report. This standard has been met.</i>
X		10.16.020(4)	<b>Step 4: Notice.</b> Notice shall be required for all public hearings conducted by the Planning Commission and Council. <i>Staff comment: All public notice requirements have been completed. Therefore, this standard is met</i>
X		10.16.020(5)	<b>Step 5: Public Hearings.</b> The Manager shall schedule a public hearing date before the Planning Commission and/or Council after a complete application has been received, Town staff has completed Town staff review, and referral agencies have had an opportunity to provide comments. <i>Staff comment: The public hearing has been scheduled with the Town Council on September 19, 2024; therefore, this standard has been met.</i>
		10.16.020(6)	<b>Step 6: Review and Decision</b>
X		10.16.020(6)(c)	<b>Findings.</b> The reviewing authority shall adopt written findings which document that a recommendation or decision is based upon a determination of whether the development application complies with the applicable review criteria. The written findings shall state the

conditions or mitigation. *Staff comment: Recommended findings of fact are included below for the Town Council's consideration.*

**Section 10.16.080 – Subdivisions.**

The purpose of the subdivision review procedures is to ensure compliance with all the standards and requirements in this Development Code and encourage quality development consistent with the goals, policies and objectives in the Master Plan and purposes of this Development Code.

Complies Yes	Complies No	Section	Standards
		10.16.080(5)	<b>Preliminary Plan Review Criteria.</b> The reviewing authority will use the following review criteria as the basis for recommendations and decisions on applications for Preliminary Plan subdivision applications. <i>Staff comment: The minor subdivision is reviewed against the preliminary plan and final plat concurrently. The preliminary plan standards are reviewed below.</i>
✓		10.16.080(5)(a)	<b>The Preliminary Plan is consistent with the approved Sketch Plan and incorporates the Planning Commission recommendations and conditions of approval.</b> <i>Staff Comment: The original lot was created by plat in 1903 as a part of the Sellers First Addition to the Town of Hayden. The outside boundaries of the lots have not changed since 1903; therefore, this standard is met because the Application is in compliance with the 1903 plat.</i>
✓		10.16.080(5)(b)	<b>The proposed subdivision shall comply with all applicable use, density, development, and design standards set forth in this Development Code that have not otherwise been modified or waived pursuant to this Chapter and that would affect or influence the layout of lots, blocks, and streets, and the proposed subdivision does not create lots or patterns of lots that will render compliance with such development and design standards difficult or infeasible.</b> <i>Staff Comment: The proposed subdivision meets all applicable standards in the Development Code including, use, density, development, and design standards. Therefore, with the suggested condition, this standard is met.</i>
✓		10.16.080(5)(c)	<b>The subdivision application complies with the purposes of this Development Code.</b> <i>Staff Comment: The Application complies with the HDC as detailed throughout this staff report. Therefore, this standard is met.</i>

✓

**10.16.080(5)(d)** The subdivision application and proposed land use mix is consistent with Official Zoning Map, the Master Plan and other community planning documents. *Staff Comment:* The Property is zoned Commercial (C). The Property is identified with the red dot on the picture below. The density and the dimensions of the proposed improvements conform to C zone district standards.



The Hayden Forward Master Plan, dated December 29, 2020, supports this type of infill development. Specifically, “Policy HE.ED1: Locate higher density residential near the Town core to support downtown activation.” The approval of this Application would enable infill development and allow for the construction of five (5) single-family homes near the Town core.

The Housing Needs Assessment and Action Plan, conducted in 2022, encourages additional housing in the Town to meet the existing housing shortage. Encouraging infill in the downtown is one strategy to create additional housing stock. The creation of five (5) single-family homes increases the housing stock in Town.

The Application is consistent with the Official Zoning Map, the policies of the Master Plan, and the Housing Needs Assessment. Therefore, this standard is met.

✓

**10.16.080(5)(e)** The land is physically suitable for the proposed development or subdivision. *Staff Comment:* The Property has adequate access to surrounding right-of-way, existing utilities, and is physically suitable for development. Therefore, this standard is met.

✓

**10.16.080(5)(f)** The proposed subdivision is compatible with surrounding land uses. *Staff Comment:* The application proposes to create five (5) lots for the use of single-family residential units and home occupation office use. The surrounding land use is single-family residential which is compatible with the proposal. Therefore, this standard is met.

✓

**10.16.080(5)(g)** There are adequate public facilities for potable water supply, sewage disposal, solid waste disposal, electrical supply, fire protection, and roads, and will be conveniently located in relation to schools, police, fire protection, and emergency medical services. *Staff Comment:* The Property is located in the core of

downtown and is conveniently located to goods and services. All utilities are conveniently located adjacent to the property and are available to serve the proposed development. Therefore, this standard is met.

- ✓ **10.16.080(5)(h)** **The proposed utility and road extensions are consistent with the utility's service plan and are consistent with the Master Plan.** *Staff Comment:* No utility and road extensions are being proposed through the Application. Only utility service lines will be extended to the property from existing mains adjacent to the property. Therefore, this standard is met.
- ✓ **10.16.080(5)(i)** **The utility lines are sized to serve the ultimate population of the service area to avoid future land disruption to upgrade under-sized lines.** *Staff Comment:* The applicant has completed a meter sizing worksheet with the Department of Public Works to determine the appropriate water meter sizing for the proposed development. Therefore, this standard is met.
- ✓ **10.16.080(5)(j)** **The subdivision is compatible with the character of existing land uses in the area and shall not adversely affect the future development of the surrounding area.** *Staff Comment:* The creation of five (5) parcels for the construction of five (5) single-family homes is compatible with the surrounding character of the area, as it is currently built out as single-family residential. One of the homes will accommodate a home occupation office which is also compatible with residential development. The development as a whole complies with the standards and regulations of the Commercial zone district. Therefore, this standard is met.
- ✓ **10.16.080(5)(k)** **Any proposed subdivision for an existing PUD shall be consistent with the relevant PUD Master Plan as reflected in the approval of that PUD.** *Staff Comment:* The Application is not part of an existing PUD therefore, this standard is not applicable.
- ✓ **10.16.080(5)(l)** **Appropriate utilities, including water, sewer, electric, gas and telephone utilities, has provided a “conditional capacity to serve” letter for the proposed subdivision.** *Staff Comment:* No conditional capacity to serve letters were requested because the Property is already being served by the necessary utility services. Therefore, this standard is met.
- ✓ **10.16.080(5)(m)** **That the general layout of lots, roads, driveways, utilities, drainage facilities and other services within the proposed subdivision are designed in a way that minimizes the amount of land disturbance, minimize inefficiencies in the development of services,**

maximizes the amount of open space in the development, preserves existing trees/vegetation and riparian areas, protects critical wildlife habitat and otherwise accomplishes the purposes of this Development Code. *Staff Comment: The proposed development is efficiently designed to utilize the area in the best way possible to accommodate for access, utilities, landscaping/open space, snow storage, and housing. Therefore, this standard is met.*

- ✓ **10.16.080(5)(n)** Evidence that all areas of the proposed subdivision that may involve soil or topographical conditions presenting hazards or requiring special precautions have been identified by the applicant and that the proposed use of these areas are compatible with such conditions or that adequate mitigation is proposed. *Staff Comment: The Application materials do not show any soil or topographical conditions presenting hazards. Therefore, this standard is met.*
  
- ✓ **10.16.080(5)(o)** The subdivision application addresses the responsibility for maintaining all roads, open spaces and other public and common facilities in the subdivision and that the Town can afford any proposed responsibilities to be assumed by the Town. *Staff Comment: The Application, if approved, would not require additional maintenance by the Town, and no public improvements are being proposed with the subdivision. All utilities and access areas for the development will be maintained by and HOA that has been formed for the subdivision. Therefore, this standard is met.*
  
- ✓ **10.16.080(5)(p)** Adverse impacts on adjacent or nearby land uses have been identified, and appropriate and effective mitigation is proposed. *Staff Comment: No adverse impacts to adjacent land use have been identified. Therefore, this standard is met. At the time this report was written, no public comments have been received.*
  
- ✓ **10.16.080(5)(q)** If applicable, the declarations and owners' association are established in accordance with the law and are structured to provide adequate assurance that any site design standards required by this Development Code or conditions of approval for the proposed subdivision will be maintained or performed in a manner which is enforceable by the Town. *Staff Comment: The Applicant has formed an HOA and submitted Covenants, Conditions, and Restrictions (CCRs) that demonstrate appropriate management of private utilities and access drives. Therefore, this standard is met.*

- ✓ **10.16.080(5)(r)** **As applicable, the proposed phasing for development of the subdivision is rational in terms of available infrastructure capacity and financing.** *Staff Comment: The Applicant is not proposing any phasing with the Application; therefore, this standard is not applicable, and this standard is met.*
- 10.16.080(6)** **Final Plat Review Criteria.** After approval of a Preliminary Plan, the applicant may submit an application for a Final Plat. The following criteria shall apply to review of a Final Plat subdivision application. *Staff comment: The minor subdivision is reviewed against the preliminary plan and final plat concurrently. The final plat standards are reviewed below.*
- ✓ **10.16.080(6)(a)** **The Town shall confirm the legal description of the subject property to determine that:**  
**(i) The property described contains all contiguous single ownership and does not create a new or remaining unrecognized parcel of less than thirty-five (35) acres in size;**  
**(ii) The lots and parcels have descriptions that both close and contain the area indicated; and**  
**(iii) The plat is correct in accordance with surveying and platting standards of the State.** *Staff Comment: The legal description of the property has been reviewed and it is confirmed that it meets the above items. Therefore, this standard is met.*
- ✓ **10.16.080(6)(b)** **The Final Plat conforms to the approved Preliminary Plan and incorporates all recommended changes, modifications, and conditions attached to the approval of the Preliminary Plan.** *Staff Comment: The Applicant has adequately addressed all comments through the review process. Therefore, this standard is met.*
- ✓ **10.16.080(6)(c)** **The Final Plat conforms to all Preliminary Plan criteria.** *Staff Comment: The original lot was created by plat in 1904 as a part of the Sellers First Addition to the Town of Hayden. The outside boundaries of the lots have not changed since 1904; therefore, this standard is met because the Application is in compliance with the 1904 plat.*
- ✓ **10.16.080(6)(d)** **The development will substantially comply with all sections of the Development Code.** *Staff Comment: The Application has been reviewed in accordance with HDC. A referral letter was provided to the Applicant on September 11, 2024. All outstanding comments which need to be addressed as part of the referral letter shall be addressed prior to the recording of the Final Plat, which has been added as a condition of approval. With*

*adherence to the condition of approval, this standard is met.*

- ✓                    **10.16.080(6)(e)**    **The Final Plat complies with all applicable technical standards adopted by the Town.** *Staff Comment: The Application has been reviewed in accordance with the HDC. The density and the dimensions of the proposed improvements conform to Commercial zone district standards. Therefore, this standard is met.*
  
- ✓                    **10.16.080(6)(f)**    **Appropriate utilities have provided an ability to serve letters, including but not limited to water, sewer, electric, gas, and telecommunication facilities.** *Staff Comment: No ability to serve letters were requested because the Property is already being served by the necessary utility services. Therefore, this standard is met.*

**RECOMMENDATION:**

Move to approve the Cabins at Maple Minor Subdivision Final Plat with the findings of fact that:

1. The development application meets the standards of the Town of Hayden’s Development Code, is consistent with the general goals and intent of the Town of Hayden Comprehensive Plan, and preserves the health, safety, and welfare of the citizens of the Town of Hayden.

Subject to the following conditions of approval:

1. Prior to submitting the Final Plat for signature and recording, the Applicant shall address all requested changes detailed in the referral letter sent to the applicant on September 11, 2024 and attached to this staff report.
  
2. The applicant shall cause the Final Plat to be recorded within ninety (90) days from the date of approval. In the event that the plat is not recorded, the approval shall be deemed to be void and such plat shall not thereafter be recorded, unless and until the Mayor executes a written authorization for recording the Final Plat.

**MANAGER’S RECOMMENDATION/COMMENTS:**

*I concur with this recommendation.*

*SITE VICINITY MAP*





Falcon Logistics, Inc. is the owner of the property at 155 N. Maple, containing 11,056 S.F. (0.254 Ac.) which is presently zoned C1 (Commercial). We are proposing to divide the property into five (5) lots, for five single family/mixed use units. We have provided parking and snow storage for all units, as well as ingress and egress from Maple Street. All utility providers have been contacted and we are working with all to address any concerns. We are designating 26% of the property to Open Space for planned landscaping, snow storage and as a buffer for the Residential property to the West and Highway 40 frontage to the North.

This use complies with both the Town of Hayden Development code and Master Plan.

JEFFERSON

OVERHEAD POWER LINES  
MAINTAIN YVEA CLEARANCE  
TO STRUCTURES

N.G. Meter Bank (5)  
Provide Cover

E.S. Meter Bank

EXISTING  
WATER  
SERVICE

10'-0"

PROPERTY LINE 88.45'

4' 50/50 Vinyl Picket Fence

P.P.

PROPERTY LINE 125'-0"

24'-0"

Top of Curb 6343.5

MAPLE

PROPERTY LINE 125'-0"

DWELLING 2  
PLAN  
3:12 SIDE  
F.F. ELEV.  
6343.8

W

Flow Line  
ELEV. 6342.5

Flow Line  
ELEV. 6342.0

7'-0"

11'-6"

11'-6"

2'-0"

EDGE OF EXISTING ASPHALT

DWELLING 5  
PLAN  
3:12 SIDE  
WITH GARARE  
BELOW  
F.F. ELEV.  
6353.8  
GARAGE  
F.F. ELEV.  
6343.8

W

Top of Curb 6343.5

PARKING  
5-B



PROPERTY LINE 88.45'

10'-0"

10'-0"

SEWER MAIN

CENTER LINE OF 20' WIDE ALLEY

S

G

3'-0"

G

3'-0"

S

E

G

3'-0"

S

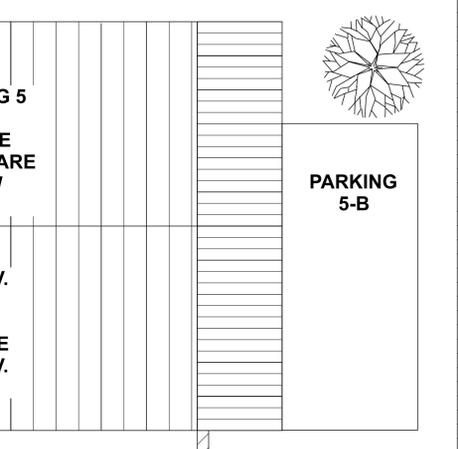
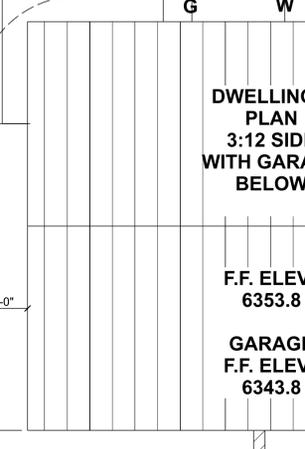
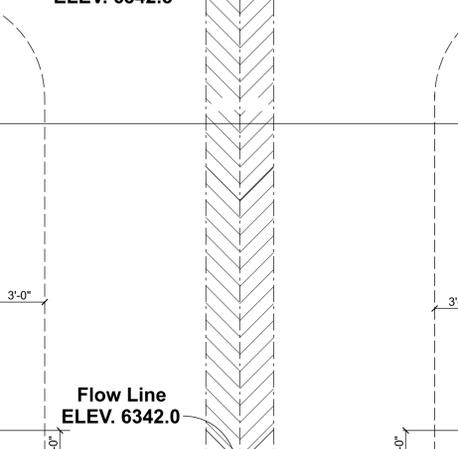
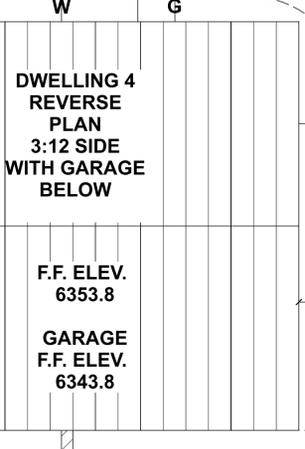
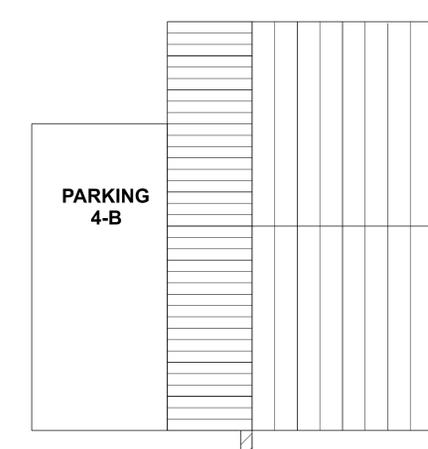
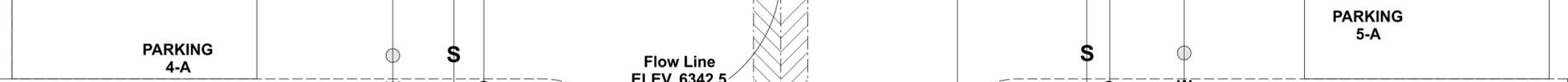
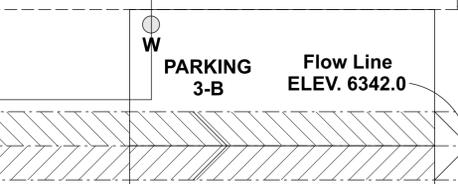
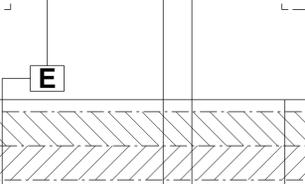
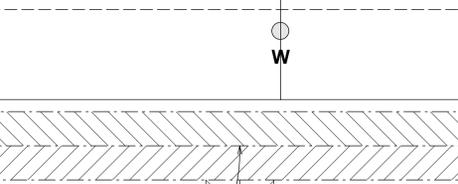
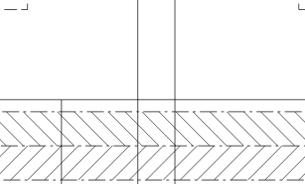
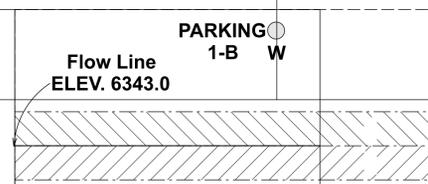
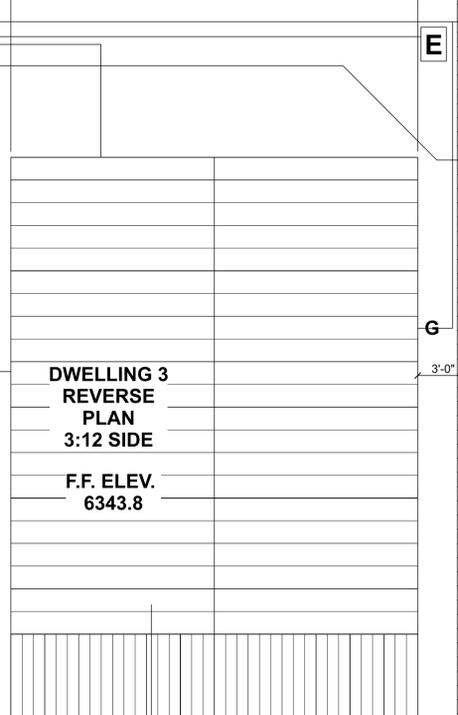
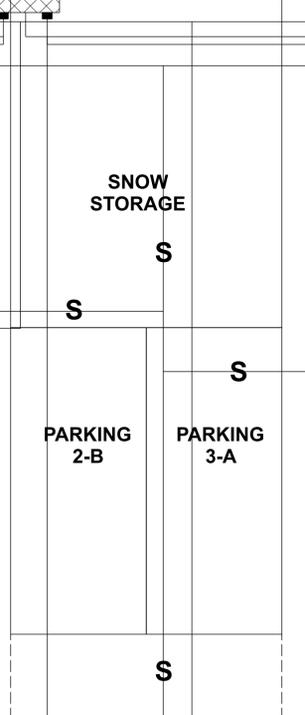
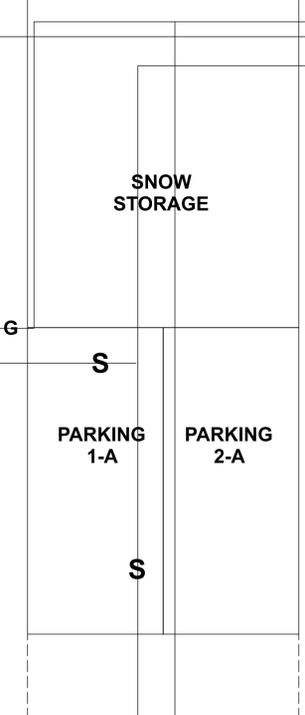
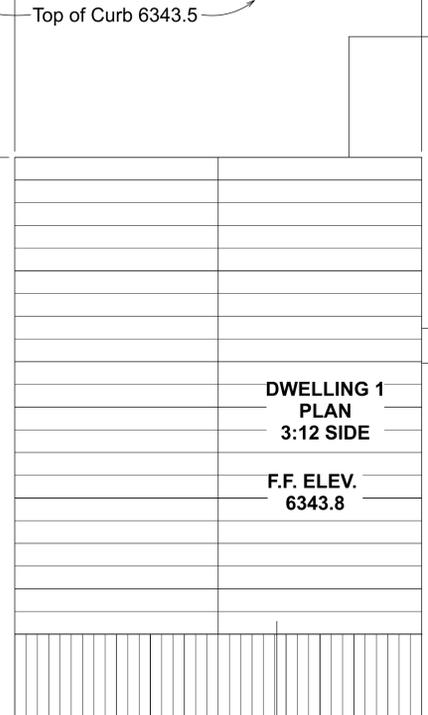
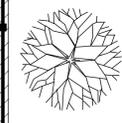
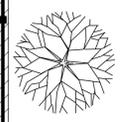
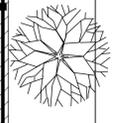
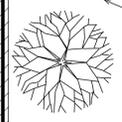
G

3'-0"

MANHOLE  
RIM  
BENCH ELEV.  
6341.73  
INVERT ELEV.  
6337.73

Drainage outlet location  
along the west side of Maple  
North 115' to a 6339.9 flow line.

Drawing Scale: 1" = 5'-0"



Existing CS

P.P.

10'-0"

PROPERTY LINE 88.45'

4' 50/50 Vinyl Picket Fence

P.P.

PROPERTY LINE 125'-0"

24'-0"

Top of Curb 6343.5

MAPLE

PROPERTY LINE 125'-0"

DWELLING 2  
PLAN  
3:12 SIDE  
F.F. ELEV.  
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W

Flow Line  
ELEV. 6342.5

Flow Line  
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7'-0"

11'-6"

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EDGE OF EXISTING ASPHALT

DWELLING 5  
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WITH GARARE  
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GARAGE  
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6343.8

W

Top of Curb 6343.5

PARKING  
5-B



PROPERTY LINE 88.45'

10'-0"

10'-0"

SEWER MAIN

CENTER LINE OF 20' WIDE ALLEY

S

G

3'-0"

G

3'-0"

S

E

G

3'-0"

S

G

3'-0"

MANHOLE  
RIM  
BENCH ELEV.  
6341.73  
INVERT ELEV.  
6337.73

Drainage outlet location  
along the west side of Maple  
North 115' to a 6339.9 flow line.

Drawing Scale: 1" = 5'-0"











**ORDINANCE NO. \_\_**

**AN ORDINANCE ADOPTING A NEW CHAPTER 12.32 OF TITLE 12 OF THE HAYDEN MUNICIPAL CODE TO REGULATE THE USE OF UNMANNED AIRCRAFT SYSTEMS.**

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, the Town is authorized under its general police powers and C.R.S. § 31-15-401 to adopt regulations in furtherance of the public health, safety and welfare of its residents and visitors; and

WHEREAS, the Hayden Town Council (the “Council”) has determined that the unregulated use of unmanned aircraft systems ("UAS"), otherwise known as "drones", within the Town is detrimental to the personal safety, privacy rights, public health and welfare of the residents and visitors of the Town and is otherwise detrimental to the Town's ability to control and regulate use and activities occurring on land owned by the Town; and

WHEREAS, UAS are evolving from earlier strictly military or government use into civilian, commercial and recreational uses among a range of residents and visitors of the Town; and

WHEREAS, the Council is aware of a number of reported incidents of trespassing on private property by UAS operated within Town limits; and

WHEREAS, the Council determines it is in the best interest of its residents and visitors to regulate and enforce UAS operations within the boundaries of the Town.

**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 12 of the Code, concerning public health and safety, is hereby amended by the establishment of a new Chapter 12.32 concerning unmanned aircraft systems to read as follows:

**CHAPTER 12.32. - UNMANNED AIRCRAFT SYSTEMS**

**Sec. 12.32.010. - Legislative intent.**

The purpose of this Chapter is to establish regulations pertaining to any unmanned aircraft system operating within the jurisdictional borders of the Town. It is the intent of this Article to be interpreted in conformance with any existing or future federal or state laws or regulations that address the operation of unmanned aircraft systems.

**Sec. 12.32.020. - Definitions.**

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Aircraft* means any contrivance invented, used, or designed to navigate or fly in the air.

*Model aircraft* means an unmanned aircraft that is:

- a. Capable of sustained flight in the atmosphere;
- b. Flown within visual line of sight of the person operating the aircraft; and
- c. Flown for hobby or recreational purposes.

*Operate* means to fly, use, launch, land, employ or navigate an unmanned aircraft system.

*Person* shall have the same meaning as set forth in Section 1.04.020 of this Code.

*Privacy of any person* means the reasonable expectation of privacy held by a person on his or her privately owned real property if he or she is not observable by persons located at ground level in a place where they have a legal right to be, regardless of whether he or she is observable from the air with the use of a drone.

*Town airspace* means and includes all airspace above the jurisdictional boundaries of the Town, to the full extent such airspace can legally be regulated by the Town.

*Town Manager* means the Manager of the Town of Hayden, or the Manager's designee.

*Unmanned aircraft system* or *UAS* means an aircraft, powered aerial vehicle, model aircraft, or other device without a human pilot on board, the flight of which is controlled either autonomously by on board computers or by remote control of a pilot operator on the ground or in another vehicle or aircraft, and all associated equipment and apparatus.

**Sec. 12.32.030. – Operating requirements.**

*Operating requirements.* Except as otherwise provided in this Article, persons operating a UAS in Town airspace shall comply with the following operating regulations:

- (a) Without express prior written authorization from the Town Manager, no person may operate a UAS on or over any Town property inclusive of public streets, alleys, bridle paths, trails, playgrounds, parks, open space, parking lots, and public buildings.
  - 1. Such prior written authorization shall not be unreasonably withheld and it remains the intent of this Section to ensure UAS operations do not interfere with the public's enjoyment and use of public property.
- (b) No person shall enter, hover, launch, or land an unmanned aircraft system on or over another person's property without the prior consent of the property owner. Such unauthorized entry onto another's property shall be deemed an unlawful trespass as defined in Section 10-5-30 of this Code.
- (c) No person shall operate a UAS in a reckless or careless manner so as to endanger, harass, harm or injure any person, pedestrian, bicyclist, motorist, or animal.
- (d) No person shall operate a UAS in a manner which invades the privacy of any person.
- (e) No person shall operate a UAS who is under the influence of alcohol, marijuana, or one (1) or more controlled substances as defined in Article 18 of Title 18 of the Colorado Revised Statutes.
  - (1) If at such time the operator of a UAS's blood contains .08 or more grams of alcohol per one hundred milliliters of blood, such fact gives rise to the permissible inference that the operator was under the influence of alcohol.
- (f) No person shall operate a UAS if he or she knows or has reason to know of any physical or mental condition that would interfere with the safe operation of a UAS, or if he or she knows or has reason to know that UAS equipment is not in proper working order.

**Sec. 12.32.040. - Enforcement and penalties.**

It shall be unlawful to violate any provision of this Chapter. Any person who is convicted of a violation of any provision of this Chapter shall be punished in accordance with Section 1.12.010 of this Code. In addition, any UAS operated in violation of this Chapter may be immediately impounded in the interest of public safety pending the payment of any Town imposed penalty. Law enforcement officers are authorized to disable any UAS operating within the Town airspace that poses an imminent threat to public safety.

**Section 3. 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 4. 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 5. 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 6. 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 7. Public Hearing on Ordinance No. \_\_\_\_.** A public hearing on this Ordinance will be held on \_\_\_\_\_, 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 \_\_\_\_\_, 2024, AND SETTING A PUBLIC HEARING FOR \_\_\_\_\_, 2024 AT THE COUNCIL CHAMBERS OF THE HAYDEN TOWN HALL, LOCATED AT 178 WEST JEFFERSON AVENUE, HAYDEN, COLORADO.

BY: \_\_\_\_\_  
Ryan Banks, Mayor

ATTEST: \_\_\_\_\_  
Barbara Binetti, 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 \_\_ DAY OF \_\_\_\_\_, 2024.

BY: \_\_\_\_\_  
Ryan Banks, Mayor

ATTEST: \_\_\_\_\_  
Barbara Binetti, Town Clerk



## Housing Authority Agenda Item and Town Council Agenda Item

**MEETING DATE:** September 19, 2024

**AGENDA ITEM TITLE:** Review and Discuss Possible Regulation of Construction Activity within Town of Hayden

**AGENDA SECTION:** New Business

**PRESENTED BY:** Tegan Ebbert, Community Development Director (staff report drafted by Mathew Mendisco, Town Manager)

**BACKGROUND REVIEW:** Two months ago, Town Council requested staff begin research into how the Town could regulate construction activity within the Town of Hayden. As background, this request stemmed from a few complaints about construction activity that started with the School District project and culminated with the Main Street Apartments project. We had some residents that had complaints regarding things like dust mitigation, start and end times, street issues and access, and trash blowing off of the site, to name a few. The Council asked staff to look at what other municipalities were doing to regulate construction activity and then bring this back for Council for discussion.

Staff's research showed a variety of practices across the state in terms of construction regulation. Some municipalities addressed things project by project within the Subdivision Improvements Agreement, and some have a formal policy. We have listed some of the major examples that we saw based on the complaints which we have listed below:

- **Start Times:** There was a general consensus that heavy equipment "operation times" were 7am to 7pm for those that had the regulation. Weekend use varied sometimes depending but generally the times were uniform but there were some differences on weekends. There was also a provision that allowed the "director or public works or someone else at a staff level" to give exceptions to this policy if needed to provide flexibility. The issue is that if we limit start times the project could get extended much longer that is typical of a project of that size and scope.
- **Dust Mitigation:** Most that had policy had a "dust mitigation" plan that was required to be submitted to the Town for approval.
- **Street Access and Clean Up:** All that had policies also have a general policy regarding street clean up that required all mud and debris to be clear by the "operation end time" of heavy equipment.
- **Recycling of Material:** Some municipalities now have policies on the books that require the company to have a "recycling of materials" plan for construction material or the used material. If the company does not want to provide a plan, then there is a "fee" that is required to be paid which helps fund future "sustainable" practices work or construction monitoring and projects by the Town.

- Flexibility for Staff to Make Onsite Decision and Exceptions: In all policies there was the ability of the "staff" whether that be the Town Manager or PW Director to make exceptions based on request by the developer. There have to be qualified reasons which would be in the policy such as "working earlier on Saturday and Sunday to achieve completion by a certain date".

There many other standard practices and we would be incorporating those into our policy such as offsite drainage plans.

This staff report is meant to be a starting point for the Council. Its should be noted that the Council/Town will be endeavoring down a "land use code" update next year and there is the opportunity to work this issue at a bigger level if the Council would like to wait for that process to occur. We will have consultants on-board that can help us with this policy. However, we understand the possible need to get something on the books now so staff is looking for general Council direction at this point of the discussion.

Thank you,  
Mathew Mendisco