AGENDA
HAYDEN TOWN COUNCIL MEETING
THURSDAY, MARCH 5, 2020
7:30 P.M.
HAYDEN TOWN HALL – 178 WEST JEFFERSON AVENUE

WORK SESSION
1. JUST TRANSITION FROM COAL ADVISORY COMMITTEE OPEN HOUSE 6:00PM TO 7:15PM AT YAMPA VALLEY REGIONAL AIRPORT 11005 RC ROAD 51A, HAYDEN, CO 81639, MARCH 5TH, 2020
2. JUST TRANSITION FROM COAL ADVISORY COMMITTEE ROUNDTABLES 9:00 AM TO 4:30 PM MARCH 6TH, 2020, 178 WEST JEFFERSON AVE, HAYDEN, CO 81639

REGULAR MEETING – 7:30 P.M.
1a. CALL TO ORDER
1b. OPENING PRAYER
1c. PLEDGE OF ALLEGIANCE
1d. ROLL CALL

2. CONSIDERATION OF MINUTES
   A. Regular Meeting February 20, 2020

3. CONSIDERATION OF BILLS
   A. Consideration to approve payment bill vouchers dated February 25, 2020 in the amount of $85,528.57

4. PUBLIC COMMENTS
   Citizens are invited to speak to the Council on items that are not on the agenda. There is a 3 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.

5. PROCLAMATIONS/PRESENTATIONS
   A. Review and Consider Donation Request from Yampa Valley Autism Program

6. CONSENT ITEMS

7. OLD BUSINESS
   A. Review and Consider Approval of Conditions Survey
   B. Review and Ratify Real Estate Contract to Purchase Secondary school from Hayden School District

8. NEW BUSINESS
   A. Vacation of Portion of E Lincoln Avenue
      a. Public Hearing: Ordinance 694 An Ordinance Vacating a Portion of East Lincoln Avenue Adjacent to 198 E Lincoln Avenue and 200 N Walnut Street as Described in Attachment 1 Attached Hereto, Reserving a Public Utility Easement to the Town of Hayden on Behalf of the Public as Described in Quit Claim Deeds and as Shown and Noted on the Hayden Granary Final Plat Which Are Recorded in the Records of the Routt County Clerk and

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.
Recorder, Authorizing the Mayor to Execute Quit Claim Deeds on Behalf of the Town and Providing an Effective Date

b. 2nd Reading and Consideration for Approval of Ordinance 694, An Ordinance Vacating a Portion of East Lincoln Avenue Adjacent to 198 E Lincoln Avenue and 200 N Walnut Street as Described in Attachment 1 Attached Hereto, Reserving a Public Utility Easement to the Town of Hayden on Behalf of the Public as Described in Quit Claim Deeds and as Shown and Noted on the Hayden Granary Final Plat Which Are Recorded in the Records of the Routt County Clerk and Recorder, Authorizing the Mayor to Execute Quit Claim Deeds on Behalf of the Town, and Providing an Effective Date
c. Review, Consideration and Authorization to sign Termination of Grant of License by and between the Town of Hayden and Hayden Granary, LLC
d. Review, Consideration and Authorization to sign Termination of Grant of License by and between the Town of Hayden and 200 Walnut Granary, LLC

B. Hayden Granary Final Plat
   a. Public Hearing: Hayden Granary Final Plat, a replat of 200 N Walnut Street and 198 E Lincoln Avenue and adjacent vacated portion of E Lincoln Avenue
   b. Review and Consideration for Approval and Authorization to Sign the Hayden Granary Final Plat

C. Zone Change – Commercial (C) to Central Business District (CBD) – 198 E Lincoln Ave & 200 N Walnut St
   a. Public Hearing: Ordinance 695 An Ordinance Rezoning Lots 1 and 2, Hayden Granary Final Plat, and Adjacent Portion of East Lincoln Avenue as described on Exhibit A attached hereto from Commercial (C) Zone District to the Central Business District (CBD) Zone District
   b. 2nd Reading and Consideration for Approval of Ordinance 695, An Ordinance Rezoning Lots 1 and 2, Hayden Granary Final Plat, and Adjacent Portion of East Lincoln Avenue as described on Exhibit A attached hereto from Commercial (C) Zone District to the Central Business District (CBD) Zone District, and Providing an Effective Date

D. Conditional Use Permit – Yampa Valley Brewing Company
   a. Public Hearing: Resolution 2020-03 A Resolution of the Town Council for Hayden, Colorado Approving a Conditional Use Permit for 200 N Walnut Street, Lot 1, Hayden Granary Final Plat, 200 Walnut Granary LLC
   b. Review and Consideration for Approval of Resolution 2020-03 A Resolution of the Town Council for Hayden, Colorado Approving a Conditional Use Permit for 200 N Walnut Street, Lot 1, Hayden Granary Final Plat, 200 Walnut Granary – Conditional Use Permit to permit the Yampa Valley Brewing Company brewery tasting room and associated production operations in the CBD Zone District at 200 N Walnut Street

E. Yampa Valley Brewing Company – Incentive Request
   Review and Consideration for Approval of Incentive Package for Yampa Valley Brewing Company LLC

F. Hayden Village Townhomes, Filing No. 2
   a. Public Hearing: Hayden Village Townhomes, Filing 2, a Final Plat of 280 E Washington Avenue modifying common area parcels to add two (2) additional residential unit building sites.
   b. Review, Consideration for Approval and Authorization to sign Hayden Village Townhomes, Filing 2, Final Plat

G. 2019 Supplement Budget
   b. Review and Consideration for Approval of Resolution 2020-04 A Resolution Summarizing Expenditures and Adopting an Amended Budget for the Town of Hayden, Colorado for the Calendar Year Beginning on the First Day of January 2019 and Ending on the Last Day of December 2019

H. Graves Consulting Proposal – Compensation Study
   Review and Consideration for Approval of Graves Consulting Proposal for a Compensation Study, Staffing Analysis and Employee Survey

I. Financials
   Review and Consideration for Acceptance of January 31, 2020 Financial Statements Draft

J. USDA Rural Business Development Grant
   Review and Consideration for Approval of Application to USDA for Rural Business Development Grant
9. PULLED CONSENT ITEMS

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

11. EXECUTIVE SESSION

12. ADJOURNMENT
Regular Meeting Hayden Town Council February 20, 2020

Work Session

Staff & Councilmember Reports

Recreation
Josh Jones, Director Parks and Recreation: It’s Summer Somewhere Cornhole; changed the date and structure, prizes to get more registrations to keep this a viable event. 2:30pm Feb 29, 2020 at Routt County Exhibit Hall. Come join us. Play. Donate. Tiger Cub Camp Monday the 24th with Mathew Mendisco and Roger Muhme as coaches. PWW season starts on March 9th with Manzanares and Planansky. The Hayden Parks and Recreation Board will be full with nine members with the approval of tonight’s nomination.

Police
Chief of Police Tuliszewski: Russ Davis received a recognition letter from the State of Colorado for his years of service. Was unable to attend NWTPR. Last meeting was a great presentation by CDOT and cost of accidents. Dealing with snow complaints with snow into neighbor’s yard and vehicles in accidents. Roof leak at Police Department building and need reroof or reseal. Officer Huntington in last phase of training. Struggling with parking problem with Brewery regarding on street parking.

Public Works
Alex Evonitz, Public Works Director: It was a rough couple of weeks. Public Works has a better handle on the snow plowing going forward. Gutter issues at Washington and Walnut. The streets have some pot holes showing up and will repair with warm weather. WTP about 40% complete and working on two filters. Valve failures and had some upset residents and sometimes we are not able to know other areas that may be affected and continued interruptions of water shut off. Buildings repairs at Town Hall had another leak which we have resolved. Washington St Lift Station is near completion, ¾ of building complete. The electrician working next 7-10 days prior to the transfer to the new lift station. Public work staff never ceases to amaze me.

Planning
Mathew Mendisco for Mary Alice Page-Allen, Planning and Economic Development Director: MJ retail was approved and will scrap and rebuild. Have a couple of developers, one that wanted a mobile home park, has come back with a revised plan. It looks like he has met Development Plan with auto in the front and stacked HUD home concept. Garage on the bottom and HUD mobile home stacked on top. Offering a public land dedication for the Town’s use. We did not get the GOCO grant for the baseball field. Triple Crown will come and help modify the short field; pull sod and make uniform and enable them to have more games in Hayden as one of SBS fields is out of commission for maintenance. Emailed the school regarding the lights at the football fields that are to be demolished could extend the outfield and need additional lights. If can cover the contract in the budget to move lights. Would provide field for adult evening games. Mary Alice very busy. Great compliments for community and developers.

Administration
Mathew Mendisco, Town Manager: Have been working with the school district on the agreement, met with Dr. Sinner and worked out all issues for additional provisions and contract terms except record deed restriction not providing educational services that would be in competition with the Hayden School District. No uses as regulated and approved by CDE. Sent back with language change. Would not affect Total Kids and Secondary Level. Restrict STEM as it would be difficult for two schools to succeed in a

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small population. Will work on revised language to make it less wordy and blanket statement. Offered a credit at closing versus a discount or waive of fees. MOU for joint facility use to be executed hopefully before closing. May be able to send over a letter of intent so they can meet their contractual. Received architectural bids today for the Hayden Community Center. One local Yampa Valley bid. Reuse Study and Tour next Friday. Proposal for Compensation Study and Satisfaction Survey. Workforce Study for staffing. Procedures project. Starting on a USDA Grant for Walnut Str. Structural analysis back and going good there. Lots of changes going on at the County, Staff leadership. Tom Sullivan retiring at end of march. Working with Jill on a Fairgrounds IGA and solidifying the entire process. Be good to revise the IGA. Partnering with Public Works, Road and Bridge Routt County. Harvest IGA like 51A, using bidding contract process for chip sealing. RC will do the work and TOH may need to do the contract management, RC may just invoice TOH. Councilmember Engle asked about water distribution system upgrade on Lincoln in 2019 due to hammer issue. Now valve issue and the budget could not support them in current year, it is in the CIP schedule. Had anticipated Lincoln between Walnut and Chestnut and the hammer issue was fixed and Lincoln pipe lines has been delayed. Looking at Hospital Hill maintenance and the need for a new tank versus painting the inside of the tank and working with CDC for analysis. It was in CIP and the useful life of the tank was with the internal coating of the tank. No cathodic protection. Sunrise will provide a recommendation.

**Councilmembers**

**Councilmember Wuestewald:** Airport meeting was good. Bob Adams came on board. Others on the board wondered why Hayden Airport being promoted? FBO doing great. 20% increase in use. YVRA commercial up 5%. Need to get more off-season traffic. Steamboat is now a year around destination. Working on flying versus driving. Very costly to become a controlled airport tower. New baggage handler. Kick off the remodel of the terminal. Looking at the external façade. When power plant shuts down look at rail system. Mat: Railroad has agreed to let us annex in the Hayden Museum with the road and railroad. Railroad will be looking at tearing down a building on Lincoln.

Staff reports will continue at the end of the meeting.

**Mayor Redmond** called the regular meeting of the Hayden Town Council to order at 7:30 p.m. Councilmembers Engle, Meek, Hagins, and Wuestewald present. Also present were Town Manager, Mathew Mendisco, Town Clerk, Sharon Johnson, Police Chief, Greg Tuliszewski, Public Works Director, Alex Evonitz and Recreation Director, Josh Jones.

**Opening Prayer** Mayor Redmond offered the opening prayer.

**Pledge of Allegiance** Mayor Redmond led the Pledge of Allegiance.


**Consideration of Bill Payment Voucher dated January 22, 2020 in the amount of $35,876.67, January 23, 2020 in the amount of $39,223.78, January 29, 2020 in the amount of $55,863.41, and January 30, 2020 in the amount...**

Consideration of Bill Payment Voucher dated February 13, 2020 in the amount of $412,562.21 Mayor Redmond moved to approve the bill payment voucher dated February 13, 2020 in the amount of $412,562.21. Seconded by. Roll call vote. Motion carried.

Public Comments None.

Proclamations/ Presentations None.


Review and Ratify Authorization and Signing of Ricker | Cunningham Proposal for Preparation of a Downtown Conditions Survey

Review and Consideration of Approval of Hayden Parks and Recreation Board Appointment, Emily Gerde

Old Business None.

New Business


Review and Consider Approval of Routt County Rebecca Wattles presented the donation request of $2,000.00 to the Hayden Town Council. With council discussion on other donation requests and funds available, the
Council on Aging Donation Request
council decided on a donation amount. Councilmember Hagins suggested we have all donations be submitted at the same time, around budget review, and all will be considered at that time. Administrative staff made a note and can implement for next year. Councilmember Meek moved to approve the Routt County Council on Aging Donation Request for $1,500.00. Councilmember Engle seconded. Roll call vote. Councilmember Meek – aye. Councilmember Engle – aye. Councilmember Hagins – aye. Councilmember Wuestewald – aye. Mayor Redmond – aye. Motion carried.

1st Reading and Consideration for Approval of Ordinance 694 An Ordinance Vacation a Portion of East Lincoln Avenue Adjacent to 198 E Lincoln Avenue and 200 N Walnut Street as Described in Attachment 1 attached hereto, Reserving a Public Utility Easement to the Town of Hayden on behalf of the Public as described in Quit Claim Deeds and as shown and noted on the Hayden Granary Final Plat which are recorded in the records of the Routt County Clerk and Recorder, Authorizing the Mayor to Execute Quit Claim Deeds on behalf of the Town, providing an effective date and set a Public Hearing Date of March 5, 2020 for 2nd Reading of Ordinance 694. Councilmember Meek seconded. Discussion: The right of way is large. The road is 80 feet wide (CDOT has 60 ft) standard road is 50ft. Allows the property owner to develop. The council also asked about snow storage and parking. An area of the lot has been designated for snow storage and with the CBD Zoning the on-street parking is calculated in the parking needs. Roll call vote. Councilmember Engle – aye. Councilmember Wuestewald – aye. Councilmember Hagins – aye. Councilmember Meek – aye. Mayor Redmond – aye. Motion carried.


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described on Exhibit A
attached hereto from
Commercial (C) Zone
District to the Central
Business District (CBD)
Zone District, providing an
effective date and setting
the Public Hearing Date of
March 5, 2020 for the 2nd
Reading of Ordinance 695

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Pulled Consent Items.
Staff and Councilmember
Reports Continued

Executive Session

Adjournment Mayor Redmond adjourned the meeting at 9:23 p.m.

Recorded by: _____________________________

Sharon Johnson, Town Clerk

APPROVED THIS 5th DAY OF March 2020.

J. Timothy Redmond, Mayor
## Town of Hayden Payment Approval Report - Hayden Vendor Name

**Report dates:** 2/25/2020-2/25/2020  
**Report Criteria:**  
- Detail report.  
- Invoices with totals above $0 included.  
- Paid and unpaid invoices included.

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## Town of Hayden Payment Approval Report - Hayden Vendor Name


Feb 27, 2020 12:02PM

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| 8740 Visa    | FEB2020 Vacuum Replacement | 02/20/2020 | 99.99  |
| 8740 Visa    | FEB2020 Water Quality Testing | 02/20/2020 | 3.85   |
| 8740 Visa    | FEB2020 Ap Folders/Labels/Ledger Paper | 02/20/2020 | 82.48  |
| 8740 Visa    | FEB2020 Copy Paper       | 02/20/2020 | 26.39  |
| 8740 Visa    | FEB2020 Meeting w/ TM    | 02/20/2020 | 34.48  |
| 8740 Visa    | FEB2020 Fuel Unit 719    | 02/20/2020 | 48.00  |
| 8740 Visa    | FEB2020 Gun Cases for Airport | 02/20/2020 | 82.06  |
| 8740 Visa    | FEB2020 Krav Maga Training | 02/20/2020 | 545.00 |
| 8740 Visa    | FEB2020 Reid Investigative Tech | 02/20/2020 | 575.00 |
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| 8740 Visa    | FEB2020 PW Employee Lunch | 02/20/2020 | 89.06  |
| 8740 Visa    | FEB2020 Washington St Lift Station | 02/20/2020 | 559.50 |
| 8740 Visa    | FEB2020 IDRIVE          | 02/20/2020 | 99.50  |
| 8740 Visa    | FEB2020 Aerator Parts   | 02/20/2020 | 497.85 |
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| 8740 Visa    | FEB2020 Chuy's - Leg    | 02/20/2020 | 30.85  |
| 8740 Visa    | FEB2020 Garbanzo        | 02/20/2020 | 11.21  |
| 8740 Visa    | FEB2020 RTD - Leg       | 02/20/2020 | 5.25   |
| 8740 Visa    | FEB2020 Residence Inn Hotel | 02/20/2020 | 386.00 |
| 8740 Visa    | FEB2020 Warwick         | 02/20/2020 | 344.94 |
| 8740 Visa    | FEB2020 Wild Goose Coffee | 02/20/2020 | 23.74  |
| 8740 Visa    | FEB2020 Lunch - Fais Do | 02/20/2020 | 14.40  |
| 8740 Visa    | FEB2020 Yampa Valley    | 02/20/2020 | 1.00   |
| 8740 Visa    | FEB2020 Wild Goose Coffee | 02/20/2020 | 44.66  |
| 8740 Visa    | FEB2020 Wingnutz Bar    | 02/20/2020 | 27.33  |
| 8740 Visa    | FEB2020 Juicy Lucy Steakhouse | 02/20/2020 | 77.07  |
| 8740 Visa    | FEB2020 Kum & Go        | 02/20/2020 | 20.25  |
| 8740 Visa    | FEB2020 GLWD Hot Springs Lodge | 02/20/2020 | 400.75 |
| 8740 Visa    | FEB2020 The Seasoned BR | 02/20/2020 | 15.47  |
| 8740 Visa    | FEB2020 Lunch w/ TM     | 02/20/2020 | 1.00   |
| 8740 Visa    | FEB2020 Yampa Valley    | 02/20/2020 | 53.72  |
| 8740 Visa    | FEB2020 Xpress Bill Pay Test | 02/20/2020 | .01    |
| 8740 Visa    | FEB2020 Tumbling Coaster | 02/20/2020 | 99.98  |
| 8740 Visa    | FEB2020 CPRP App/Rxam   | 02/20/2020 | 270.00 |
| 8740 Visa    | FEB2020 Annual Gold Membership | 02/20/2020 | 49.99  |
| 8740 Visa    | FEB2020 All Weather Sealant | 02/20/2020 | 12.78  |
| 8740 Visa    | FEB2020 Admin - Mailchimp | 02/20/2020 | 6.99   |
| 8740 Visa    | FEB2020 EDC - Mailchimp | 02/20/2020 | 3.00   |
| 8740 Visa    | FEB2020 CCCMA Conference | 02/20/2020 | 125.00 |
| 8740 Visa    | FEB2020 CCCMA Conference | 02/20/2020 | 125.00 |

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Grand Totals: 83,528.57
Town of Hayden

Town Council Agenda Item

MEETING DATE: March 5, 2020

AGENDA ITEM TITLE: Review and Consider Yampa Valley Autism Program Request for Donation 2020

AGENDA SECTION: Proclamations and Presentations

PRESENTED BY: Mathew Mendisco

CAN THIS ITEM BE RESCHEDULED: Yes

BACKGROUND REVIEW: Yampa Valley Autism Program YVAP has made a request for $2000.00 to help with staffing in Hayden, specifically to help children in Hayden that are in the program stay in Hayden at Totally Kids so they remain with their peers (please see attached email for detailed description). Last year those kids had to be in Steamboat City Camp because of the lack of staffing in Hayden. Staff is very supportive of this request but also knows that we have other requests that will be presented this year (Totally Kids, $1,500 Lions Club of Hayden $1,000). With this in mind staff suggests that we reduce this donation to $1,500.00.

RECOMMENDATION: Council move to approve the donation request to YVAP for $1,500.00.

MANAGER’S RECOMMENDATION/COMMENTS: I concur with this recommendation
Dear Mr. Mendisco and Hayden Town Council,

Yampa Valley Autism provides support for individuals with developmental disabilities, one of our programs allow us to put staffing into programs so that the individuals we serve can participate in activities just as a neurotypical child would do. Currently we have two children from Hayden who came to the Steamboat City Camp last year during the summer, because services were not available in Hayden to assist with these children’s disabilities. I am hoping that this summer we can keep these children in the Hayden community, with their peers. I am formally asking for $2,000.00 to assist with these children programs and allow our staff to support them to attending the Totally Kids Program in Hayden, as well as allow YVAP to assist in training for the Totally Kids staff on working with individuals with developmental disabilities in the future. We have found that keeping kids with their peers helps to decrease bulling, and increase self esteem, as well as confidence and independence. I feel this is a great opportunity for the kids in Hayden. Thank you for your time and consideration.

--
Warm Regards,

Heidi Mendisco
Operations Director
Yampa Valley Autism
(970) 870-4263
AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. Town of Hayden, a Colorado home rule municipality (Buyer) will take title to the Property described below as [ ].

2.2. No Assignability. This Contract IS NOT assignable by Buyer unless otherwise specified in Additional Provisions.

2.3. Seller. Hayden School District RE-1 (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Routt, Colorado:

That portion of the Seller's Property located in Blocks 16 & 17, First Addition to the West Hayden Townsite, lying west of the east line of vacated 2nd Street between said Blocks 16 & 17, and as generally depicted on Exhibit A attached hereto.

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions - Attached. If attached to the Property on the date of this Contract, the following items are included unless excluded under Exclusions: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers (including remote controls). If checked, the following are owned by the Seller and included (leased items should be listed under Due Diligence Documents): □ Solar Panels □ Security Systems □ Satellite Systems (including satellite dishes). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Inclusions – Not Attached. If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under Exclusions: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys and locks except those under Seller patent.

2.5.3. Personal Property - Conveyance. Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except None . Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.4. Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price:
2.5.5. **Parking and Storage Facilities.** The use or ownership of the following parking facilities; and the use or ownership of the following storage facilities: Ownership of 1 space: [2x28.2]; [6x2x24.3; 202x24.3].

Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

2.5.6. **Trade Fixtures.** With respect to trade fixtures, Seller and Buyer agree as follows:

- All trade fixtures in the building located on the Property except as otherwise identified by Seller in writing within ten (10) days of the execution of this Contract and as agreed and accepted by the Town within thirty (30) days thereafter.
  - The trade fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except **NONE**. Conveyance will be by bill of sale or other applicable legal instrument.
- **2.6. Exclusions.** The following items are excluded (Exclusions):
  - **None.**

2.7. **Water Rights/Well Rights.** N/A

- **2.7.1. Deeded Water Rights.** The following legally described water rights:
  - Any deeded water rights will be conveyed by a good and sufficient ______________________ deed at Closing.

- **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1, 2.7.3 and 2.7.4, will be transferred to Buyer at Closing:

- **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is

- **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:

- **2.7.5. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water), § 2.7.3 (Well Rights), or § 2.7.4 (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

---

### 3. **DATES, DEADLINES AND APPLICABILITY.**

#### 3.1. Dates and Deadlines.

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<th>Reference</th>
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<td>38 § 11.3</td>
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<tr>
<td>43 § 28</td>
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94 3.2. Applicability of Terms. Any box checked in this Contract means the corresponding provision applies. If any deadline blank in § 3.1 (Dates and Deadlines) is left blank or completed with the abbreviation “N/A”, or the word “Deleted,” such deadline is not applicable and the corresponding provision containing the deadline is deleted. If no box is checked in a provision that contains a selection of “None”, such provision means that “None” applies.

98 The abbreviation “MEC” (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

99 4. PURCHASE PRICE AND TERMS.
4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

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<th>Item No.</th>
<th>Reference</th>
<th>Item</th>
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<td>$</td>
</tr>
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4.2. Seller Concession. At Closing, Seller will credit to Buyer $0.00 (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer’s lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer’s closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a check, will be payable to and held by [name of escrow company] (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an Alternative Earnest Money Deadline for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the Alternative Earnest Money Deadline.

4.3.2. Return of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided in § 24 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller’s receipt of such form.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller’s check and cashier’s check (Good Funds).

4.4.2. Time of Payment; Available Funds. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing OR SUCH NONPAYING PARTY WILL BE IN DEFAULT. Buyer represents that Buyer, as of the date of this Contract, [ ] Does [ ] Does Not have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan. N/A

4.5.1. Buyer to Pay Loan Costs. Buyer, except as otherwise permitted in § 4.2 (Seller Concession), if applicable, must timely pay Buyer’s loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

4.5.2. Buyer May Select Financing. Buyer may pay in cash or select financing appropriate and acceptable to Buyer, including a different loan than initially sought, except as restricted in § 4.5.3 (Loan Limitations) or § 30 (Additional Provisions).

4.5.3. Loan Limitations. Buyer may purchase the Property using any of the following types of loans:

[ ] Conventional [ ] Other

4.6. Assumption. Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance set forth in § 4.1 (Price and Terms), presently payable at $ per annum, including principal and interest presently at the rate of _____ % per annum and also including escrow, for the following as indicated: [ ] Real Estate Taxes [ ] Property Insurance Premium and [ ] ______.

Buyer agrees to pay a loan transfer fee not to exceed $_____. At the time of assumption, the new interest rate will not exceed _____ % per annum and the new payment will not exceed $_____[ ]_ per annum, principal and interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which causes the amount of cash required from Buyer at Closing to be increased by more than $_____, or if any other terms or provisions of the loan change, Buyer has the Right to Terminate under § 25.1 on or before Closing Date.

Seller [ ] Will [ ] Will Not be released from liability on said loan. If applicable, compliance with the requirements for release from liability will be evidenced by delivery [ ] on or before Loan Transfer Approval Deadline [ ] at Closing of an appropriate letter of commitment from lender. Any payable for release of liability will be paid by [ ] in an amount not to exceed $_____.

4.7. Seller or Private Financing. N/A

WARNING: Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed...
4.7.1. Seller Financing. If Buyer is to pay all or any portion of the Purchase Price with Seller financing, Buyer will deliver the proposed Seller financing documents to the other party on or before _________ days before Seller or Private Financing Deadline.

4.7.1.1. Seller May Terminate. If Seller is to provide Seller financing, this Contract is conditional upon Seller determining whether such financing is satisfactory to Seller, including its payments, interest rate, terms, conditions and cost and compliance with the law. Seller has the Right to Terminate under § 25.1, on or before Seller or Private Financing Deadline, if such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

4.7.2. Buyer May Terminate. If Buyer is to pay all or any portion of the Purchase Price with Seller or private financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions and cost. Buyer has the Right to Terminate under § 25.1, on or before Seller or Private Financing Deadline, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

TRANSACTION PROVISIONS

FINANCING CONDITIONS AND OBLIGATIONS

5.1. New Loan Application. If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application, verifiable by such lender, on or before New Loan Application Deadline and exercise reasonable efforts to obtain such loan or approval.

5.2. New Loan Review. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions and cost of such New Loan. This condition is for the sole benefit of Buyer. Buyer has the Right to Terminate under § 25.1, on or before New Loan Termination Deadline, if the New Loan is not satisfactory to Buyer, in Buyer's sole subjective discretion. Buyer does not have a Right to Terminate based on the New Loan if the objection is based on the Appraised Value (defined below) or the Lender Requirements (defined below). IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE, except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

5.3. Credit Information. If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective discretion. Accordingly: (1) Buyer must supply to Seller by Buyer's Credit Information Deadline, at Buyer's expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at Closing is less than as set forth in § 4.1 of this Contract, Seller has the Right to Terminate under § 25.1, on or before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 25.1, on or before Disapproval of Buyer's Credit Information Deadline.

5.4. Existing Loan Review. If an existing loan is not to be released at Closing, Seller must deliver copies of the loan documents (including note, deed of trust and any modifications) to Buyer by Existing Loan Deadline. For the sole benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to Terminate under § 25.1, on or before Existing Loan Termination Deadline, based on any unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by Loan Transfer Approval Deadline, this Contract will terminate on such deadline. Seller has the Right to Terminate under § 25.1, on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

APPRAISAL PROVISIONS

6.1. Appraisal Definition. An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

6.2. Appraisal Condition. The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before Appraisal Deadline Buyer may, on or before Appraisal Objection Deadline, notwithstanding § 8.3 or § 13:
6.2.1.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated;

or

6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

6.2.1.3. Appraisal Resolution. If an Appraisal Objection is received by Seller, on or before Appraisal Objection Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on or before Appraisal Resolution Deadline, this Contract will terminate on the Appraisal Resolution Deadline, unless Seller receives Buyer’s written withdrawal of the Appraisal Objection before such termination, i.e., on or before expiration of Appraisal Resolution Deadline.

6.3. Lender Property Requirements. If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller’s receipt of the Lender Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Requirements; (2) the Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is waived in writing by Buyer.

6.4. Cost of Appraisal. Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by Buyer. Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender’s agent or all three.

7. OWNERS’ ASSOCIATION. This Section is applicable if the Property is located within a Common Interest Community and subject to the declaration (Association). N/A


7.2. Association Documents to Buyer. Seller is obligated to provide to Buyer the Association Documents (defined below), at Seller’s expense, on or before Association Documents Deadline. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller’s expense. Seller’s obligation to provide the Association Documents is fulfilled upon Buyer’s receipt of the Association Documents, regardless of who provides such documents.

7.3. Association Documents. Association documents (Association Documents) consist of the following:

7.3.1. All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements and the Association’s responsible governance policies adopted under § 38-33.3-209.5, C.R.S.;

7.3.2. Minutes of (1) the annual owners’ or members’ meeting and (2) any executive boards’ or managers’ meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1 and 7.3.2, collectively, Governing Documents); and

7.3.3. List of all Association insurance policies as provided in the Association’s last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

7.3.4. A list by unit type of the Association’s assessments, including both regular and special assessments as disclosed in the Association’s last Annual Disclosure;

7.3.5. The Association’s most recent financial documents which consist of: (1) the Association’s operating budget for the current fiscal year, (2) the Association’s most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association’s last Annual Disclosure, (3) the results of the Association’s most recent available financial audit or review, (4) list of the fees and charges (regardless of name of title of such fees or charges) that the Association’s community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association’s statement of assessments (Status Letter), any rush or update fee charged to...
the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4 and 7.3.5, collectively, Financial Documents);

7.3.6. Any written notice from the Association to Seller of a “construction defect action” under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller’s obligation to disclose adverse material facts as required under § 10.2 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

7.4. Conditional on Buyer’s Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 25.1, on or before Association Documents Termination Deadline, based on any unsatisfactory provision in any of the Association Documents, in Buyer’s sole subjective discretion. Should Buyer receive the Association Documents after Association Documents Deadline, Buyer, at Buyer’s option, has the Right to Terminate under § 25.1 by Buyer’s Notice to Terminate received by Seller on or before ten days after Buyer’s receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer’s Notice to Terminate would otherwise be required to be received by Seller after Closing Date, Buyer’s Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer’s Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

8.1.1. Seller Selects Title Insurance Company. If this box is checked, Seller will select the title insurance company to furnish the owner’s title insurance policy at Seller’s expense. On or before Record Title Deadline, Seller must furnish to Buyer, a current commitment for an owner’s title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, □ an Abstract of Title certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

8.1.2. Buyer Selects Title Insurance Company. If this box is checked, Buyer will select the title insurance company to furnish the owner’s title insurance policy at Buyer’s expense. On or before Record Title Deadline, Buyer must furnish to Seller, a current commitment for owner’s title insurance policy (Title Commitment), in an amount equal to the Purchase Price.

If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

8.1.3. Owner’s Extended Coverage (OEC). The Title Commitment □ Will □ Will Not contain Owner’s Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics’ liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredempted tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by □ Buyer □ Seller □ One-Half by Buyer and One-Half by Seller □ Other .

Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New LLC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.5 (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before Record Title Deadline, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner’s title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller’s possession on or before Record Title Deadline. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.5 (Right to Object to Title, Resolution) on or before Record Title Deadline. Buyer’s objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer’s sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the Record Title Deadline, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer’s Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to
Title, Resolution). If Seller has fulfilled all Seller’s obligations, if any, to deliver to Buyer all documents required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer’s Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before Off-Record Title Deadline, true copies of all existing surveys in Seller’s possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any New ILC or New Survey governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer’s Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 (Record Title) and § 13 (Transfer of Title)), in Buyer’s sole subjective discretion, must be received by Seller on or before Off-Record Title Objection Deadline. If an Off-Record Matter is received by Buyer after the Off-Record Title Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer’s Notice to Terminate or Notice of Title Objection pursuant to this § 8.3 (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to Title, Resolution). If Seller does not receive Buyer’s Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

A tax certificate from the respective county treasurer listing any special taxing districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before Record Title Deadline. If the Property is located within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer’s sole subjective discretion, Buyer may object, on or before Record Title Objection Deadline. If the Tax Certificate shows that the Property is included in a special taxing district and is received by Buyer after the Record Title Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to the Property’s inclusion in a special taxing district as unsatisfactory to Buyer.

8.5. Right to Object to Title, Resolution. Buyer’s right to object, in Buyer’s sole subjective discretion, to any title matters includes those matters set forth in § 8.2 (Record Title), § 8.3 (Off-Record Title), § 8.4 (Special Taxing Districts) and § 13 (Transfer of Title). If Buyer objects to any title matter, or on or before the applicable deadline, Buyer has the following options:

8.5.1. Title Objection, Resolution. If Seller receives Buyer’s written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before Title Resolution Deadline, this Contract will terminate on the expiration of Title Resolution Deadline, unless Seller receives Buyer’s written withdrawal of Buyer’s Notice of Title Objection (i.e., Buyer’s written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of Title Resolution Deadline. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2 (Record Title), § 8.3 (Off-Record Title) or § 8.4 (Special Taxing Districts), the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer’s receipt of the applicable documents; or

8.5.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 25.1, on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer’s sole subjective discretion.

8.6. Right of First Refusal or Contract Approval. If there is a right of first refusal on the Property or a right to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate. If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this Contract has not occurred on or before Right of First Refusal Deadline, this Contract will then terminate.

8.7. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.
8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.7.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner’s title insurance policy.

8.8. Consult an Attorney. Buyer is advised to timely consult legal counsel with respect to all such matters as there are strict time limits provided in this Contract (e.g., Record Title Objection Deadline and Off-Record Title Objection Deadline).

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, a: 1) ☐ New Improvement Location Certificate (New ILC); or, 2) ☐ New Survey in the form of ________________; is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. ☐ Seller ☐ Buyer will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☐ Seller ☐ Buyer or:

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and _____________ will receive a New ILC or New Survey on or before New ILC or New Survey Deadline.

9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

9.2. Buyer’s Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the New ILC or New Survey Selection Deadline. Buyer may, in Buyer’s sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. New ILC or New Survey Objection. Buyer has the right to review and object to the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer’s sole subjective discretion, Buyer may, on or before New ILC or New Survey Objection Deadline, notwithstanding § 8.3 or § 13:

9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3.3. New ILC or New Survey Resolution. If a New ILC or New Survey Objection is received by Seller, on or before New ILC or New Survey Objection Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on or before New ILC or New Survey Resolution Deadline, this Contract will terminate on expiration of the New ILC or New Survey Resolution Deadline, unless Seller receives Buyer’s written withdrawal of the New ILC or New Survey Objection before such termination, i.e., on or before expiration of New ILC or New Survey Resolution Deadline.
10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY AND DUE DILIGENCE.

10.1. Seller’s Property Disclosure. On or before Seller’s Property Disclosure Deadline, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission’s Seller’s Property Disclosure form completed by Seller to Seller’s actual knowledge and current as of the date of this Contract.

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller’s new disclosure on the earlier of Closing or five days after Buyer’s receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an “As Is” condition, “Where Is” and “With All Faults.”

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer’s expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer’s sole subjective discretion, Buyer may:

10.3.1. Inspection Objection. On or before the Inspection Objection Deadline, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct; or

10.3.2. Terminate. On or before the Inspection Termination Deadline, notify Seller in writing, pursuant to § 25.1, that this Contract is terminated due to any unsatisfactory condition. Inspection Termination Deadline will be on the earlier of Inspection Resolution Deadline or the date specified in § 3.1 for Inspection Termination Deadline.

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before Inspection Objection Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on or before Inspection Resolution Deadline, this Contract will terminate on Inspection Resolution Deadline unless Seller receives Buyer’s written withdrawal of the Inspection Objection before such termination, i.e., on or before expiration of Inspection Resolution Deadline.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer’s request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller’s right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller’s reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4 does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the right to review and object to the availability, terms and conditions of and premium for property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before Property Insurance Termination Deadline, based on any unsatisfactory provision of the Property Insurance, in Buyer’s sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. If the respective box is checked, Seller agrees to deliver copies of the following documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before Due Diligence Documents Delivery Deadline:

- [X] 10.6.1.1. All contracts relating to the operation, maintenance and management of the Property;
- [ ] 10.6.1.2. Property tax bills for the last _______ years;
- [X] 10.6.1.3. As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;
- [X] 10.6.1.4. A list of all Inclusions to be conveyed to Buyer;
- [ ] 10.6.1.5. Operating statements for the past _______ years;
- [ ] 10.6.1.6. A rent roll accurate and correct to the date of this Contract;
- [ ] 10.6.1.7. All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):
10.6.1.8. A schedule of any tenant improvement work Seller is obligated to complete but has not yet
completed and capital improvement work either scheduled or in process on the date of this Contract;
10.6.1.9. All insurance policies pertaining to the Property and copies of any claims which have been made
for the past 5 years;
10.6.1.10. Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered
earlier under § 8.3);
10.6.1.11. Any and all existing documentation and reports regarding Phase I and II environmental reports,
letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or
other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's
possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;
10.6.1.12. Any Americans with Disabilities Act reports, studies or surveys concerning the compliance of the
Property with said Act;
10.6.1.13. All permits, licenses and other building or use authorizations issued by any governmental authority
with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and
10.6.1.14. Other documents and information:

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object to Due Diligence
Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer’s sole subjective discretion,
Buyer may, on or before Due Diligence Documents Objection Deadline:
10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated;
or
10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any
unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.
10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by
Seller, on or before Due Diligence Documents Objection Deadline and if Buyer and Seller have not agreed in writing to a settlement
thereof on or before Due Diligence Documents Resolution Deadline, this Contract will terminate on Due Diligence Documents
Resolution Deadline unless Seller receives Buyer’s written withdrawal of the Due Diligence Documents Objection before such
termination, i.e., on or before expiration of Due Diligence Documents Resolution Deadline.

10.6.3. Zoning. Buyer has the Right to Terminate under § 25.1, on or before Due Diligence Documents Objection
Deadline, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over
the Property, in Buyer’s sole subjective discretion.

10.6.4. Due Diligence—Environmental, ADA. Buyer has the right to obtain environmental inspections of the
Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ Seller ☐ Buyer will order or provide
☐ Phase I Environmental Site Assessment, ☐ Phase II Environmental Site Assessment (compliant with most current version
of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or ☐ __________________________,
at the expense of ☐ Seller ☐ Buyer (Environmental Inspection). In addition, Buyer, at Buyer’s expense, may also conduct an
evaluation whether the Property complies with the Americans with Disabilities Act (ADA Evaluation). All such inspections and
evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller’s and any Seller’s
tenants’ business uses of the Property, if any.

If Buyer’s Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the Environmental
Inspection Termination Deadline will be extended by 30 days (Extended Environmental Inspection
Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the Closing Date, the
Closing Date will be extended a like period of time. In such event, ☐ Seller ☐ Buyer must pay the cost for such Phase II
Environmental Site Assessment.

Notwithstanding Buyer’s right to obtain additional environmental inspections of the Property in this § 10.6.4, Buyer has the
Right to Terminate under § 25.1, on or before Environmental Inspection Termination Deadline, or if applicable, the Extended
Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer’s sole
subjective discretion.

Buyer has the Right to Terminate under § 25.1, on or before ADA Evaluation Termination Deadline, based on any
unsatisfactory ADA Evaluation, in Buyer’s sole subjective discretion.

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property
owned by Buyer and commonly known as __________________________. Buyer has the Right to Terminate
under § 25.1 effective upon Seller’s receipt of Buyer’s Notice to Terminate on or before Conditional Sale Deadline if such property
is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer’s Notice to
Terminate on or before Conditional Sale Deadline, Buyer waives any Right to Terminate under this provision.


10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned
to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease
or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

11. ESTOPPEL STATEMENTS. N/A

11.1. Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on or before Estoppel Statements Deadline, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;
11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;
11.1.3. The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;
11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;
11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and
11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease demising the premises it describes.

11.2. Seller Estoppel Statement. In the event Seller does not receive from all tenants of the Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required §11.1 above and deliver the same to Buyer on or before Estoppel Statements Deadline.

11.3. Estoppel Statements Termination. Buyer has the Right to Terminate under § 25.1, on or before Estoppel Statements Termination Deadline, based on any unsatisfactory Estoppel Statement, in Buyer’s sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before Estoppel Statements Termination Deadline. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer’s lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer’s loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably-required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission’s Closing Instructions □ Are □ Are Not executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the Closing Date or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by the title company.

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

13. TRANSFER OF TITLE. Subject to Buyer’s compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:

[ ] special warranty deed [ ] general warranty deed [ ] bargain and sale deed [ ] quit claim deed [ ] personal representative’s deed [ ] __________________________ deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

Unless otherwise specified in §30 (Additional Provisions), if title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed “subject to statutory exceptions” as defined in §38-30-113(5)(a), C.R.S.

14. PAYMENT OF LIENS AND ENUMBRANCES. Unless agreed to by Buyer in writing, any amounts owed on any liens or encumbrances securing a monetary sum, including, but not limited to, any governmental liens for special improvements installed as of the date of Buyer’s signature hereon, whether assessed or not and previous years’ taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or from any other source.

15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.
15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
be paid at Closing, except as otherwise provided herein.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by □ Buyer □ Seller
[ ] One-Half by Buyer and One-Half by Seller □ Other

15.3. Status Letter and Record Change Fees. At least fourteen days prior to Closing Date, Seller agrees to promptly
request the Association to deliver to Buyer a current Status Letter. Any fees incident to the issuance of Association’s Status Letter
must be paid by □ None □ Buyer □ Seller □ One-Half by Buyer and One-Half by Seller. Any Record Change Fee must
be paid by □ None □ Buyer □ Seller □ One-Half by Buyer and One-Half by Seller.

15.4. Local Transfer Tax. The Local Transfer Tax of ______% of the Purchase Price must be paid at Closing by
□ None □ Buyer □ Seller □ One-Half by Buyer and One-Half by Seller.

15.5. Private Transfer Fee. Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such
as community association fees, developer fees and foundation fees, must be paid at Closing by □ None □ Buyer □ Seller
[ ] One-Half by Buyer and One-Half by Seller. The Private Transfer fee, whether one or more, is for the following association(s):

in the total amount of ______% of the Purchase Price or $_____.

15.6. Water Transfer Fees. The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
$______ for: N/A

[ ] Water Stock/Certificates [ ] Water District
[ ] Augmentation Membership [ ] Small Domestic Water Company

and must be paid at Closing by □ None □ Buyer □ Seller □ One-Half by Buyer and One-Half by Seller.

15.7. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by □
None □ Buyer □ Seller □ One-Half by Buyer and One-Half by Seller.

15.8. FIRPTA and Colorado Withholding.

15.8.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller’s proceeds be
withheld after Closing when Seller is a foreign person. If withholding does not occur, the Buyer could be held liable for the
amount of the Seller’s tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller □ IS a foreign
person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign
person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably
requested documents to verify Seller’s foreign person status. If withholding is required, Seller authorizes Closing Company to
withhold such amount from Seller’s proceeds. Seller should inquire with Seller’s tax advisor to determine if withholding applies or
if an exemption exists.

15.8.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller’s proceeds
be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to
cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller’s status. If withholding
is required, Seller authorizes Closing Company to withhold such amount from Seller’s proceeds. Seller should inquire with Seller’s
tax advisor to determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENTS. The following will be prorated to the Closing Date, except as
otherwise provided: N/A

16.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the
year of Closing, based on □ Taxes for the Calendar Year Immediately Preceding Closing □ Most Recent Mill Levy and Most
Recent Assessed Valuation, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran
exemption or □ Other ______

16.2. Rents. Rents based on □ Rents Actually Received □ Accrued. At Closing, Seller will transfer or credit to Buyer
the security deposits for all Leases assigned, or any remainder after lawful deductions and notify all tenants in writing of such transfer
and of the transferee’s name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller’s
obligations under such Leases.

16.3. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in
advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance
by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer
acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special
assessment assessed prior to Closing Date by the Association will be the obligation of □ Buyer □ Seller. Except however, any
special assessment by the Association for improvements that have been installed as of the date of Buyer’s signature hereon, whether
assessed prior to or after Closing, will be the obligation of Seller. Seller represents there are no unpaid regular or special assessments
against the Property except the current regular assessments and ______. Association Assessments are
subject to change as provided in the Governing Documents.

16.4. Other Prorations. Water and sewer charges, propane, interest on continuing loan and ______.

16.5. Final Settlement. Unless otherwise agreed in writing, these prorations are final.
17. POSSESSION. Possession of the Property will be delivered to Buyer on Possession Date at Possession Time, subject to the
Leases as set forth in § 10.6.1.7.

If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable
to Buyer for payment of $0 per day (or any part of a day notwithstanding § 18.1) from Possession Date and
Possession Time until possession is delivered.

GENERAL PROVISIONS

18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.

18.1. Day. As used in this Contract, the term “day” means the entire day ending at 11:59 p.m., United States Mountain Time
(Standard or Daylight Savings as applicable).

18.2. Computation of Period of Days, Deadline. In computing a period of days (e.g., three days after MEC), when the
ending date is not specified, the first day is excluded and the last day is included. If any deadline falls on a Saturday, Sunday or
federal or Colorado state holiday (Holiday), such deadline WILL NOT be extended to the next day that is not a Saturday, Sunday
or Holiday. Should neither box be checked, the deadline will not be extended.

19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND
WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the
condition existing as of the date of this Contract, ordinary wear and tear excepted.

19.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss
prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the
damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,
will use Seller’s reasonable efforts to repair the Property before Closing Date. Buyer has the Right to Terminate under § 25.1, on or
before Closing Date, if the Property is not repaired before Closing Date, or if the damage exceeds such sum. Should Buyer elect to
carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were
received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any
deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received
the insurance proceeds prior to Closing, the parties may agree to extend the Closing Date to have the Property repaired prior to
Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller’s
insurance company and Buyer’s lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney
requiring the Seller to escrow at Closing from Seller’s sale proceeds the amount Seller has received and will receive due to such
damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

19.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services),
system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date
of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion
or Service with a unit of similar size, age and quality; or an equivalent credit, but only to the extent that the maintenance or
replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by
Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before
Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before Closing Date, or, at the
option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must
not exceed the Purchase Price. If Buyer receives such a credit, Seller’s right for any claim against the Association, if any, will survive
Closing.

19.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may
result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
action. Buyer has the Right to Terminate under § 25.1, on or before Closing Date, based on such condemnation action, in Buyer’s
sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and
Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

19.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the
Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

20. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that
the respective broker has advised that this Contract has important legal consequences and has recommended the examination of title
and consultation with legal and tax or other counsel before signing this Contract.

21. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this
Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid,
honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

21. If Buyer is in Default:

21.1. Specific Performance. Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty and the Parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance, or damages, or both.

21.1.2. Liquidated Damages, Applicable. This § 21.1.2 applies unless the box in § 21.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER’S ONLY REMEDY for Buyer’s failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

21.2. If Seller is in Default: Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance, or damages, or both.

22. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after Closing Date, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

23. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party’s last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either party from filing a lawsuit and recording a lis pendens affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

24. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder’s notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpled the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 23 (Mediation). This Section will survive cancellation or termination of this Contract.

25. TERMINATION.

25.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party’s receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.

25.2. Effect of Termination. In the event this Contract is terminated, all Earnest Money received hereunder will be returned to Buyer and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.

Any successor to a party receives the predecessor’s benefits and obligations of this Contract.
27. NOTICE, DELIVERY AND CHOICE OF LAW.

27.1. Physical Delivery and Notice. Any document, or notice to Buyer or Seller must be in writing, except as provided in § 27.2 and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

27.2. Electronic Notice. As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or

27.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

27.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

28. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 27 on or before Acceptance Deadline Date and Acceptance Deadline Time. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

29. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of Financing Conditions and Obligations; Title Insurance, Record Title and Off-Record Title; New LLC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability and Due Diligence.

30. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

See attached.

31. OTHER DOCUMENTS.

31.1. The following documents are a part of this Contract:

31.2. The following documents have been provided but are not a part of this Contract:

SIGNATURES

<table>
<thead>
<tr>
<th>Buyer's Name:</th>
<th>Town of Hayden, a Colorado home rule municipality</th>
<th>Buyer's Name:</th>
</tr>
</thead>
</table>

Digitally signed by Matthew Mendicino
Dfn: Matthew Mendicino, oTown of Hayden, ourTown Manager, email: matthew.mendicino@haydencolorado.org.

Date: 2020.10.09 08:31:07 -07'00

Buyer's Signature | Date | Buyer's Signature | Date
--- | --- | --- | ---

CBS3-5.19. CONTRACT TO BUY AND SELL REAL ESTATE (COMMERCIAL)
810 [NOTE: If this offer is being countered or rejected, do not sign this document.]

Seller's Name: Hayden School District RE-1
Seller's Signature: Christy Sinner 3/3/2020
Date: 3/3/2020
Address: P.O. Box 70
Hayden, CO 81639
Phone No.: (970) 276-3816
Fax No.: (970) 276-3817
Email Address: cSinner@haydenschools.org

End of Contract to Buy and Sell Real Estate

(To be completed by Broker working with Buyer)

Broker □ Does □ Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder’s receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Buyer as a □ Buyer's Agent □ Transaction-Broker in this transaction. □ This is a Change of Status.
□ Customer. Broker has no brokerage relationship with Buyer. See § 33 for Broker's brokerage relationship with Seller.

Brokerage Firm’s compensation or commission is to be paid by □ Listing Brokerage Firm □ Buyer □ Other □

Brokerage Firm's Name: 
Brokerage Firm's License #: 
Broker's Name: 
Broker's License #: 

Broker's Signature: 
Date: 

Address: 
Phone No.: 
Fax No.: 
Email Address: 
BROKER’S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE
(To be completed by Broker working with Seller)

Broker □ Does □ Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder’s receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Seller as a □ Seller’s Agent □ Transaction-Broker in this transaction. □ This is a Change of Status.

□ Customer. Broker has no brokerage relationship with Seller. See § 32 for Broker’s brokerage relationship with Buyer.

Brokerage Firm’s compensation or commission is to be paid by □ Seller □ Buyer □ Other ____________________________

Brokerage Firm’s Name: ___________________________________________
Brokerage Firm’s License #: _______________________________________
Broker’s Name: ___________________________________________________
Broker’s License #: _______________________________________________

Broker’s Signature ____________________________________________ Date ____________

Address: _________________________________________________________
Phone No.: _______________________________________________________
Fax No.: _________________________________________________________
Email Address: ___________________________________________________
Attached to Contract to Buy and Sell Real Estate, dated January 31, 2020

Town of Hayden/Hayden School District RE-1


A. The obligation of the Hayden School District (Seller) to consummate the sale and convey Property is contingent on the recording of an ordinance of zone change and a subdivision plat creating the Property as a lot approximately as shown on the map in Exhibit A, attached hereto. If the zone change and subdivision plat process is not completed by December 31, 2020, then this Contract shall terminate and the Earnest Money shall be returned to Buyer.

B. All Town fees for the zone change and subdivision plat process anticipated at item A above shall be split equally between the Town and Seller.

C. Closing is scheduled to occur on October 15, 2020 or as otherwise may be extended by the Town in the event the zone change and subdivision platting process has not been completed by that time. If any costs arise due to any such extension of the Closing date, such cost shall be borne by the Seller.

D. At Closing the Parties will execute and record a deed restriction on the Property prohibiting the Property from being used as an education facility that would provide official K through 12 grade educational services as defined by and approved through the Colorado Department of Education (CDE) for public and private schools. The deed restriction will specifically exclude performing arts programs/events, sporting events/uses, maker space programs and culinary programs. The intent of both parties is that this deed restriction is provided so similar approved CDE educational programs do not compete with the Hayden School District (HSD) for educational services only. The HSD shall not be subject to this deed restriction.

E. At Closing, the Town shall execute and record a Right of First Refusal in favor of the Seller in the event the Town decides to sell the Property allowing the Seller thirty (30) days to step into the shoes of the buyer in any bona-fide offer for the Property.

F. The Town acknowledges that the remainder of the building that is not on the Property will be demolished and such will leave an open hole on one side of the building located on the Property. The Town shall be responsible for repairing that hole.

G. It is agreed that the appraisal already obtained by the Seller is sufficient and acceptable to the Buyer. Seller shall provide a copy of the appraisal completed by Elliott Appraisal Services dated __________________________ upon execution of this Contract.
H. Addition to Section 10.6.1: Any recorded plat of the property or similar document(s) as are recorded identifying the Property and authorizing the Seller’s conveyance of the Property to the Buyer.

I. A New ILC shall be provided within ten (10) days of the Final Plat approval for the subdivision contemplated at Item A above (the “ILC Deadline”). The New ILC Objection Deadline will extend five (5) days after the ILC Deadline; the New ILC Resolution Deadline shall extend ten (10) days after the ILC Deadline.

J. Addition to Section 19.

19.5 Seller agrees to maintain and keep in full force and effect a casualty insurance policy on the Property in a maximum amount of at least $1,000,000 during the pendency of this Contract.

K. Buyer and Seller agree that if any real estate commission or fee is hereafter determined to be owed by virtue of the execution of this Contract or by virtue of the closing of the transaction herein provided for, the party whose acts and deeds caused said obligation to exist shall be fully responsible for the payment thereof and said party shall indemnify and hold the other party harmless therefrom. The Seller and Buyer expressly represent and warrant unto the other that they have not entered into any agreement which would cause a real estate commission or fee to be owed by virtue of the execution of this Contract or the closing of the transaction herein provided for.

L. The Town agrees and acknowledges that the building on the Property is being conveyed in an “as is” condition with no representations or warranties of any sort as to its suitability for any purpose.

M. The Parties agree to enter into a Memorandum of Understanding, by Closing, allowing joint facility use of the Property and the new Pre-K through 12 HSD facilities at a reasonable rental rates, subject to availability. If the Memorandum of Understanding is not entered into by or at Closing, this Contract shall terminate and the Earnest Money shall be returned to Buyer.

N. The Seller shall provide a written inventory of personal property (the “Inventory”) located on the Property within ten (10) days of the execution of this Contract. The Inventory shall identify the type and offered sales price of the personal property identified thereon. The Town shall identify any personal property and the price offered to be paid within thirty (30) days after delivery of the Inventory by the Seller to the Town. Any personal property identified for acquisition under mutually agreeable terms shall be conveyed at Closing by a bill of sale.
O. The Town shall have thirty (30) days following Closing to change or remove all locks under patent by the Seller on the Property. If the Town does not do so, the Seller may do so and charge the Town for the costs incurred. This provision shall explicitly survive Closing.
Town Council Agenda Item

MEETING DATE: March 5, 2020

AGENDA ITEM TITLE: Ordinance No. 694: Vacation of portion of E Lincoln Avenue

AGENDA SECTION: New Business

PRESENTED BY: Mary Alice Page-Allen

CAN THIS ITEM BE RESCHEDULED: Not Recommended

ATTACHED: Vacation Map
Ordinance No. 694
Draft Quit Claim Deeds
Termination of Grant of License – 200 Walnut Granary LLC
Termination of Grant of License – Hayden Granary LLC

BACKGROUND REVIEW:

The Applicants, 200 Walnut Granary LLC and Hayden Granary LLC, are the owners of properties located at 200 N Walnut Street and 198 E Lincoln Avenue adjacent to a portion of E Lincoln Avenue proposed to be vacated as depicted on the Vacation Map included herewith. There are several building improvements located at these addresses that encroach into the E Lincoln Avenue right-of-way, and such are permitted pursuant to recorded Grants of Licenses (Reception Nos. 520019 and 724926) (the “Licenses”) between the Town of Hayden and the Applicants. These Licenses are proposed to be terminated subsequent to the Town Council’s approval and recording of an ordinance vacating the right-of-way as proposed herein.

This right-of-way vacation proposal is being considered concurrently with separate proposals from the Applicants to 1) replat the properties to incorporate the vacated right-of-way into their lots and to dedicate a 15 foot wide utility easement in consideration of the existing overhead electric lines, 2) to rezone the properties from Commercial (C) zoning to Central Business District (CBD) zoning and in conformance with the direction of the Town’s Comprehensive Plan, and 3) to obtain Conditional Use Permit and Major Site Plan approvals for the development of Yampa Valley Brewing Company’s new tap house and brewery expansion at 200 N Walnut Street.
The following regulations are applicable to a public road right-of-way consideration:

The purpose of this Section is to provide procedures and standards for the vacation of rights-of-way in the Town. The procedures and authority set forth in Section 43-2-301, et seq., C.R.S., shall apply unless in conflict with any specific provision set forth in this Section. The vacation of public easements are [sic] also considered rights-of-way in this Section.

b. Review Procedures. Applications for the vacation of a right-of-way shall follow the general review procedures set forth in Section 7.16.020, General Procedures and Requirements. Applications for vacation of a right-of-way may be initiated by the Council or by a property owner abutting the right-of-way proposed for vacation. Applications to move or alter a right-of-way shall be processed as a subdivision application concurrently with a right-of-way vacation application, in which case the ordinance approving the vacation of a right-of-way or portion thereof shall also approve a Final Plat which results in the dedication of the moved or altered right-of-way or portion thereof. Public easement vacations can be processed as part of a major or minor subdivision application. Staff comment: In accordance with Section 7.16.020, notice of the application was provided to various agencies including the Public Works Department (PWD). A concern with snow removal and storage was identified by the PWD. A condition is recommended below that requires that a snow removal and storage plan be submitted to and approved by the Town Manager.

c. Review Authority. The Council shall review and render the final decision on an application to vacate a right-of-way after conducting a public hearing. Vacation of a right-of-way shall be approved by ordinance of the Council. Staff comments: An ordinance has been drafted for the consideration by the Council subsequent to the public hearing on this matter.

d. Review Criteria. The Council shall use the following review criteria as the basis for a decision on an application to vacate a right-of-way:

(1) No right-of-way shall be vacated so as to leave any land adjoining the vacated right-of-way without an established public road or private-access easement connecting said land with another established public road; Staff comment: The vacation will not leave any adjoining land without established public road access.
The right-of-way ... does not provide any other potential benefit to
the public, including but not limited to utility connections, pedestrian
or recreation connections, drainage or public landscaping; Staff
comment: Considerations are made for snow removal and storage as
well as for the existing overhead electric lines.

Sufficient easements for utilities, access or other purposes are
retained; Staff comment: A Final Plat is concurrently being processed
with this proposal and such proposes to dedicate a 15 foot wide utility
easement within the proposed vacated right-of-way area.

Compensation may be required for the area of vacated right-of-way
based upon the fair market value per square foot of the area vacated
and the applied zoning; and Staff comment: No compensation is
proposed. The Town has licensed the use of most of the area
proposed to be vacated at no charge pursuant to the Licenses and
taxes have been assessed and paid for the buildings located with the
right-of-way for numerous years. A finding is recommended below
that it is appropriate to not require compensation for the area of
vacated right-of-way. Termination of Grant of License documentation
(Terminations) is proposed to be recorded subsequent to the right-of-
way vacation ordinance. A condition is recommended below
stipulating that the Terminations be recorded concurrently with the
ordinance vacating the right-of-way.

The vacated area of right-of-way shall be included in the same zone
district as the abutting property to which the vacated right-of-way
vests. Staff comment: Vesting of the proposed vacated right-of-way
will be in accordance with the provisions of Section 43-2-302 (1), C.R.S.
by operation of law upon recording of the ordinance vacating the same.

Recording, Deed. The ordinance vacating a right-of-way shall be
recorded in the office of the Routt County Clerk and Recorder. The
ordinance shall authorize the Mayor or other designee to execute a
quit claim deed on behalf of the Town, which quit claim deed shall
reference any exceptions, easements or reservations of the vacation
and shall be recorded in the office of the Routt County Clerk and
Recorder. Staff comment: Conditions in these regards are
recommended below.
### CRS 43-2-303 – Methods of Vacation

<table>
<thead>
<tr>
<th>Complies</th>
<th>Section</th>
<th>Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>1.</td>
<td>All right, title, or interest of a county, of an incorporated town or city, or of the state or of any of its political subdivisions in and to any roadway shall be divested upon vacation of such roadway by any of the following methods:</td>
</tr>
<tr>
<td></td>
<td>a.</td>
<td>The city council or other similar authority of a city or town by ordinance may vacate any roadway or part thereof located within the corporate limits of said city or town, subject to the provisions of the charter of such municipal corporation and the constitution and statues of the state of Colorado.  <strong>Staff comment:</strong> An ordinance has been drafted for the consideration by the Council subsequent to the public hearing on this matter. There are no specific provisions in the Town Charter except that Section 10-1 states that the authority with regard to road vacations is retained by the Town.</td>
</tr>
<tr>
<td>No</td>
<td>2.</td>
<td>No platted or deeded roadway or part thereof or unplatted or undefined roadway which exists by right of usage shall be vacated so as to leave any land adjoining said roadway without an established public road or private-access easement connect said land with another established road.  <strong>Staff comment:</strong> The vacation will not leave any adjoining land without established public road access.</td>
</tr>
<tr>
<td></td>
<td>c.</td>
<td>If any roadway has been established as a municipal street at any time, such street shall not be vacated by any method other than an ordinance approved by the governing body of the municipality.  <strong>Staff comment:</strong> An ordinance has been drafted for the consideration by the Council subsequent to the public hearing on this matter.</td>
</tr>
<tr>
<td></td>
<td>f.</td>
<td>If any roadway is vacated or abandoned, the documents vacating or abandoning such roadway shall be recorded pursuant to the requirements of section 43-1-202.7.  <strong>Staff comment:</strong> If the proposed vacation and accompanying ordinance are approved, the ordinance and Town Development Code-required Quit Claim Deed will be filed for record with the Routt County Clerk &amp; Recorder’s Office. Conditions in these regards are recommended below.</td>
</tr>
<tr>
<td></td>
<td>3.</td>
<td>In the event of vacation under subsection (1) of this section, rights-of-way or easements may be reserved for the continued use of existing sewer, gas, water, or similar pipelines and appurtenances, for ditches or canals and appurtenances, and for electric, telephone, and similar</td>
</tr>
</tbody>
</table>
Staff comment: A condition is recommended below that requires that a Final Plat is recorded concurrently with the ordinance vacating the road right-of-way and such Final Plat shall dedicate a public utility easement 15 feet wide in consideration of the overhead electric line facilities.

RECOMMENDATION:

Findings of Fact:
1. The proposed road right-of-way vacation is in compliance with the applicable provisions of the Hayden Development Code and Section 43-2-301, et seq, Colorado Revised Statutes.
2. The vacation will not leave any adjoining land without established public road access and it is appropriate to proceed with road right-of-way vacation of a portion of E Lincoln Avenue as proposed.
3. It is appropriate to not require compensation for the area of vacated right-of-way.

Subject to the following conditions:
1. An ordinance vacating road right-of-way as proposed, and authorizing the Mayor to execute a quit claim deed on behalf of the Town reserving a 15 foot wide overhead electric utility easement and as shown and noted on the Hayden Granary Final Plat, shall be recorded with the Routt County Clerk & Recorder’s Office.
2. A Quit Claim Deed describing the vacated road right-of-way shall be recorded concurrently and after the ordinance vacating the road right-of-way.
3. A Final Plat, incorporating the vacated right-of-way property and dedicating a 15 foot wide overhead electric utility easement, shall be recorded concurrently and after the ordinance vacating the road right-of-way.
4. Termination of Grant of License Agreement documents in the form as approved by the Hayden Town Council shall be recorded concurrently and after the ordinance vacating the right-of-way.
5. A snow removal and storage plan shall be submitted to and approved by the Town Manager prior to recording the ordinance vacating the road right-of-way.

MANAGER’S RECOMMENDATION/COMMENTS: I concur with this recommendation.
PORTIONS OF LINCOLN AVENUE ADJACENT TO NORTH HAYDEN ADDITION TO THE TOWN OF HAYDEN, ROUTT COUNTY, COLORADO

A tract of land located in Lincoln Avenue, adjacent to the South line of the North Hayden Addition to the Town of Hayden, further being portions of PARCEL 'A' and PARCEL 'B' described as follows:

BEGINNING at the Southwest Corner of said North Hayden Addition, further being on the Easterly line of Walnut Street; thence S 22°03'00" E along the projected East line of Walnut Street a distance of 20.00 feet; thence N 67°57'00" E, parallel and twenty (20) feet Southerly from said South line of the North Hayden Addition a distance of 393.13 feet, to a point on the Southerly line of said North Hayden Addition; thence N 69°47'43" E along said Southerly line a distance of 136.77 feet, to a point on the projected North line of said North Hayden Addition; thence S 67°57'00" W along the South line of the North Hayden Addition and the North line of Lincoln Avenue a distance of 428.62 feet, to the POINT OF BEGINNING.

Bearing based on the monumented North line of Block 4, Original Town of Hayden, the Northwest Corner being a rebar with plastic cap, TS&T, and the Northeast Corner being a No. 4 rebar, with illegible plastic cap - N 67°57'00" E.

NOTES:
1. THE SHOWN SHAPES OF THE PARCELS MAY BE MODIFIED BY FIELD OBSERVATIONS.
2. BOUNDARY MARKINGS TO INCLUDE BUT NOT LIMITED TO MARKS, TANGENT MARKS, GROUND PINS, AND OTHER FIELD MARKERS.
3. THE NORTHWEST CORNER BEING A REBAR WITH PLASTIC CAP (TS&T) AND THE NORTHEAST CORNER BEING A NO. 4 REBAR, WITH ILLEGIBLE CAP - N 67°57'00" E.
4. THE NORTHWEST CORNER BEING A REBAR WITH PLASTIC CAP, TS&T, AND RIO GRANDE WESTERN RAILROAD; THENCE SOUTH 79 DEGREES 58 MINUTES 22 SECONDS WEST a distance of 13.00 feet; thence N 23°35'00" W a field distance of 8.83 feet to the Northwest Corner.

BRINKMAN PROPERTIES, LLC
P.O. BOX 954
HAYDEN, CO 81639
(970) 276-3613
FAX 276-4595
1/9/20
1" = 30'

NOTICE - ACCORDING TO COLORADO LAW, YOU MUST DISCLOSE ANY LEGAL ACTIONS INVOLVING THE LAND OR STRUCTURES IMPROVING THE LAND TO THE BUYER.

REDLING LAND SURVEYORS
650 RONALD AVENUE
RIFLE, CO 81649
(970) 757-3009
FAX 970-243-6786
1/9/20
ORDINANCE NO. 694

AN ORDINANCE VACATING A PORTION OF EAST LINCOLN AVENUE ADJACENT TO 198 E LINCOLN AVENUE AND 200 N WALNUT STREET AS DESCRIBED IN ATTACHMENT 1 ATTACHED HERETO, RESERVING AN OVERHEAD ELECTRIC UTILITY EASEMENT TO THE TOWN OF HAYDEN ON BEHALF OF THE PUBLIC AS DESCRIBED IN QUIT CLAIM DEEDS AND AS SHOWN AND NOTED ON THE HAYDEN GRANARY FINAL PLAT WHICH ARE RECORDED IN THE RECORDS OF THE ROUTT COUNTY CLERK AND RECORDER, AUTHORIZING THE MAYOR TO EXECUTE A QUIT CLAIM DEED ON BEHALF OF THE TOWN, AND PROVIDING AN EFFECTIVE DATE

RECITALS

1. 200 Walnut Granary LLC and Hayden Granary LLC (the “Applicants”) have requested that the Town of Hayden (the “Town”) vacate a portion of E Lincoln Avenue adjacent to 198 E Lincoln Avenue and 200 N Walnut Street as described in Attachment 1 attached hereto (the “Vacated Area”); and

2. The Hayden Town Council (the “Council”) held a public hearing on the request to vacate the Vacated Area on March 5, 2020; and

3. The Council found that the approval of the vacation of the Vacated Area is not contrary to the applicable provisions of Hayden Development Code or Section 43-2-301, et seq, Colorado Revised Statutes; and,

4. The Council found that the approval of the vacation of the Vacated Area will not leave any adjoining land without established public road access and it is appropriate to proceed with the road right-of-way vacation of the proposed portion of E Lincoln Avenue as proposed subject to conditions; and

5. The Council determined there is a need to reserve a 15 foot wide overhead electric utility easement for the maintenance, repair and construction of electric utilities within the Vacated Area; and

6. The Hayden Development Code requires that any ordinance vacating a right-of-way shall authorize the Mayor or other designee to execute quit claim deeds on behalf of the Town, which quit claim deeds shall reference any exceptions, easements or reservations of the vacation and such quit claim deeds shall be recorded in the office of the Routt County Clerk and Recorder.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HAYDEN, COLORADO:
Section 1. Vacation. The portion of E Lincoln Avenue as described in Attachment 1 is hereby vacated, subject to and reserving in the Town an overhead electric utility easement as such is described in those Quit Claim Deeds recorded in the records of the Routt County Clerk and Recorder at Reception No. ___________ and Reception No. ___________ and as shown and noted on the Hayden Granary Final Plat, File No. ___________ at Reception No. ___________ (the “Easement”).

Section 2. Authorized Execution of Quit Claim Deeds. The Mayor is authorized to execute quit claim deeds on behalf of the Town and the Applicants referencing the reservation of the Easement and such quit claim deeds shall be recorded in the office of the Routt County Clerk and Recorder.

Section 3. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Effective Date. This Ordinance, immediately on final passing and adoption, 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. This Ordinance shall be in full force and effect immediately after its publication in accordance with Section 3-3h of the Hayden Home Rule Charter.

Section 5. Public Hearing. A public hearing on this Ordinance will be held on the 5th day of March, 2020, at the regular meeting of the Hayden Town Council beginning at 7 p.m. at the Hayden Town Hall, 178 West Jefferson Ave, Hayden, Colorado.

INTRODUCED, READ, AND ORDERED PUBLISHED PURSUANT TO SUBSECTION 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 ITS REGULAR MEETING HELD AT THE TOWN OF HAYDEN, ON THE 20TH DAY OF FEBRUARY, 2020.

________________________________________
Mayor

ATTEST

________________________________________
Town Clerk
FINALLY ADOPTED, PASSED, APPROVED, AND ORDERED PUBLISHED PURSUANT TO SUBSECTIONS 3-3 (e) through (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 5th DAY OF MARCH, 2020.

Mayor

ATTEST

Town Clerk
DOWLING LAND SURVEYORS, LLC
P.O. BOX 954
HAYDEN, COLORADO 81639
(970) 276-3613
dowling@plotz.biz

LEGAL DESCRIPTION LINCOLN AVENUE/GRANARY VACATION JANUARY 7, 2020

A tract of land located in Lincoln Avenue, adjacent to the South line of the North Hayden Addition to the Town of Hayden, further being portions of the NW1/4 NW1/4 of Section 10 and of the NE1/4 NE1/4 of Section 9, all T6N R88W, 6th P.M., Routt County, Colorado, being more particularly described as follows:
BEGINNING at the Southwest Corner of said North Hayden Addition, further being on the Easterly line of Walnut Street; thence S 22°03'00" E along the projected East line of Walnut Street a distance of 20.00 feet; thence N 67°57'00" E, parallel and twenty (20) feet distant from said South line of the North Hayden Addition a distance of 393.13 feet, to a point on the Southerly line of a License and Agreement (Town of Hayden/Meecham September 16, 1999); thence N 69°47'43" E along said Southerly line a distance of 136.77 feet, to a point on the projected North line of said North Hayden Addition; thence S 81°30'22" W along said projected line a distance of 104.11 feet, to the Northeast Corner of said Addition; thence S 67°57'00" W along the South line of the North Hayden Addition and the North line of Lincoln Avenue a distance of 428.62 feet, to the POINT OF BEGINNING, containing 9662.6 Sq. Feet or 0.222 Acres, more or less.

Bearings based on the monumented North line of Block 4, Original Town of Hayden, the Northwest Corner being a rebar with plastic cap, TS&T, and the Northeast Corner being a No. 4 rebar, with illegible plastic cap - N 67°57'00" E.

________________________
Gordon R. Dowling
PLS #30090
NOTES:
1. The shown right of way of the railroad may be subject to future field observations.
2. Basis of bearing - The monumented North line of Block 4, Original Town of Hayden, the Northwest corner being a rebar and cap, TS&T, and the Northeast corner being a rebar and an illegible cap.

Parcels - Legal Description:
A PORTION OF THE NORTH HAYDEN ADDITION TO THE TOWN OF HAYDEN, LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 NORTH, RANGE 88 WEST, 6TH PRINCIPAL MERIDIAN, COUNTY OF ROUTT, STATE OF COLORADO, being more particularly described as follows:
BEGINNING at the Southwest corner of said North Hayden Addition, further being on the Easterly line of Walnut Street; thence S 22°03'00" E along the projected East line of Walnut Street a distance of 20.00 feet; thence N 67°57'00" E, parallel and twenty (20) feet Southerly from said South line to a point on the projected North line of said North Hayden Addition; thence S 81°30'22" W along said projected line a distance of 104.11 feet, to the Northeast corner of said Addition; thence S 67°57'00" W along the South line of the North Hayden Addition and the North line of Lincoln Avenue a distance of 428.62 feet, to the POINT OF BEGINNING.
Quit Claim Deed

THIS DEED, made this 5th day of March, 2020, between Town of Hayden, a Colorado home rule town, PO Box 190, 178 W Jefferson Avenue, Hayden, CO 81639 ("Grantor"), and 200 Walnut Granary, LLC, a Colorado limited liability company, 35 5th Street, Unit 206, Steamboat Springs, Colorado 80487 ("Grantee");

WITNESS, that the Grantor, for and in consideration of ONE DOLLARS ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell and QUIT CLAIM unto Grantee, its successors and assigns, forever, the real property, located in the said County of Routt, State of Colorado described in Exhibit A attached hereto and incorporated herein by this reference, with all its appurtenances.

Grantor hereby reserves an easement on behalf of the public for the maintenance, repair and construction of overhead electric utility facilities on, over and under the real property described in Exhibit A and as shown and noted on the Hayden Granary Final Plat, File No. at Reception No. ________.

IN WITNESS WHEREOF, the Grantor has executed this Quit Claim Deed on the date set forth above.

GRANTOR:

TOWN OF HAYDEN,
a Colorado home rule town

By: _______________________________________________________________
    J. Timothy Redmond, Mayor

STATE OF COLORADO )
    ) ss.
COUNTY OF ROUTT )

This record was acknowledged before me this _____ day of __________, 2020, by J. Timothy Redmond, Mayor, of the Town of Hayden, a Colorado home rule town.

Witness my hand and official seal.

My commission expires: ____________________________________________

Notary Public
EXHIBIT A

[Add Legal Description of Property Appurtenant to 200 N Walnut St]
Quit Claim Deed

THIS DEED, made this 5th day of March, 2020, between Town of Hayden, a Colorado home rule town, PO Box 190, 178 W Jefferson Avenue, Hayden, CO 81639 ("Grantor"), and Hayden Granary, LLC, a Colorado limited liability company, 198 East Lincoln Avenue, Hayden, CO 81639 ("Grantee");

WITNESS, that the Grantor, for and in consideration of ONE DOLLARS ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell and QUIT CLAIM unto Grantee, its successors and assigns, forever, the real property, located in the said County of Routt, State of Colorado described in Exhibit A attached hereto and incorporated herein by this reference, with all its appurtenances.

Grantor hereby reserves an easement on behalf of the public for the maintenance, repair and construction of overhead electric utility facilities utilities on, over and under the real property described in Exhibit A and as shown and noted on the Hayden Granary Final Plat, File No. ______ at Reception No. ________.

IN WITNESS WHEREOF, the Grantor has executed this Quit Claim Deed on the date set forth above.

GRANTOR:

TOWN OF HAYDEN,
a Colorado home rule town

By: ________________________________
J. Timothy Redmond, Mayor

STATE OF COLORADO  )
) ss.
COUNTY OF ROUTT  )

This record was acknowledged before me this _____ day of __________, 2020, by J. Timothy Redmond, Mayor, of the Town of Hayden, a Colorado home rule town.

Witness my hand and official seal.

My commission expires: ________________________________
Notary Public
EXHIBIT A

[Add Legal Description of Property Appurtenant to 198 E Lincoln Ave St]
TERMINATION OF GRANT OF LICENSE

This TERMINATION OF GRANT OF LICENSE (“Termination”), is made this ___ day of __________, 2020 by and between the Town of Hayden, a Colorado statutory town (“Town”) and 200 Walnut Granary, LLC, a Colorado limited liability company (“Granary”). The Town and Granary are each a “Party” and collectively the “Parties”.

RECITALS

A. Granary is the owner of that certain real property and improvements located thereon legally described on Exhibit A (“Property”) which is attached hereto and incorporated by reference herein;

B. The Town and Granary’s predecessor-in-interest are Parties to that certain Grant of License recorded in the real property records of Routt County, Colorado on May 4, 2012 at Reception No. 724926 (“License Agreement”), whereby the Town granted a license for certain improvements used in the operation of the Property to encroach onto the Town’s right-of-way (“Encroachments”);

C. The Town has now conveyed that certain real property on which the Encroachments were located to the Granary, thus obviating the need for the License Agreement;

NOW WHEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby agreed upon and acknowledge, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The above stated Recitals are incorporated as substantive terms of this Termination.

2. Termination. The License Agreement is hereby terminated and is of no further force and effect.

3. Entire Agreement. This Termination contains the entire agreement of the Parties with respect to the matters set forth herein.

IN WITNESS WHEREOF, the Parties have executed this Easement Agreement as of the Effective Date.

(signatures on following pages)
GRANTOR

TOWN OF HAYDEN,
a Colorado statutory town

By: ______________________________________

______________________________________

STATE OF COLORADO )
 ) ss.
COUNTY OF ROUTT )

The foregoing instrument was acknowledged before me this ___ day of ______, 2020,
by __________________ as __________________ of the Town of Hayden, a
Colorado statutory town.

Witness my hand and official seal. My Commission Expires:____________________

Notary Public

____________________________________
GRANTEE:

200 WALNUT GRANARY, LLC
a Colorado limited liability company

By: ________________________________
    Paul Brinkman, Manager

STATE OF COLORADO )
    ) ss.
COUNTY OF ROUTT )

The foregoing instrument was acknowledged before me this ___ day of ________, 2019, by Paul Brinkman as Manager of 200 Walnut Granary, LLC, a Colorado limited liability company.

Witness my hand and official seal.  My Commission Expires:______________

Notary Public

__________________________________________
EXHIBIT A

PROPERTY

A PORTION OF THE NORTH HAYDEN ADDITION TO THE TOWN OF HAYDEN, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, AND IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 NORTH RANGE 88 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF HAYDEN, COUNTY OF ROUTT, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THAT PARCEL DESCRIBED ON THE PLAT OF NORTH HAYDEN ADDITION TO THE TOWN OF HAYDEN, AS THE "TOWN OF HAYDEN" FROM WHICH THE REBAR WITH PLASTIC CAP, TS&T, AT THE NORTHWEST CORNER OF BLOCK 4, ORIGINAL TOWN OF HAYDEN BEARS SOUTH 23 DEGREES 35 MINUTES 00 SECONDS EAST A DISTANCE OF 80.00 FEET; THENCE NORTH 66 DEGREES 25 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF LINCOLN AVENUE A DISTANCE OF 105.00 FEET, TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED AT RECEPTION NO. 513297, RECORDS OF ROUTT COUNTY; THENCE NORTH 23 DEGREES 35 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 69.20 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE SOUTH 79 DEGREES 58 MINUTES 22 SECONDS WEST A DISTANCE OF 13.00 FEET; THENCE ALONG SAID WESTERLY LINE NORTH 23 DEGREES 35 MINUTES 00 SECONDS WEST A DISTANCE OF 9.50 FEET AND A FIELD DISTANCE OF 8.83 FEET TO THE NORTHWEST CORNER OF SAID PARCEL, FURTHER BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF THE DENVER AND RIO GRANDE WESTERN RAILROAD; THENCE SOUTH 79 DEGREES 58 MINUTES 22 SECONDS WEST ALONG SAID RIGHT OF WAY, A DISTANCE OF 95.01 FEET TO THE NORTHWEST CORNER OF SAID TOWN OF HAYDEN PARCEL AS SHOWN ON THE PLAT OF NORTH HAYDEN ADDITION TO THE TOWN OF HAYDEN, FURTHER BEING ON THE EASTERLY LINE OF WALNUT STREET; THENCE SOUTH 23 DEGREES 35 MINUTES 00 SECONDS EAST ALONG SAID EASTERLY LINE OF WALNUT STREET, A RECORD DISTANCE OF 103.85 FEET AND A FIELD DISTANCE OF 103.35 FEET TO THE POINT OF BEGINNING.
TERMINATION OF GRANT OF LICENSE

This TERMINATION OF GRANT OF LICENSE ("Termination"), is made this ___ day of __________, 2020 by and between the Town of Hayden, a Colorado statutory town ("Town") and Hayden Granary, LLC, a Colorado limited liability company ("Granary"). The Town and Granary are each a “Party” and collectively the “Parties”.

RECITALS

A. Granary is the owner of that certain real property and improvements located thereon legally described on Exhibit A ("Property") which is attached hereto and incorporated by reference herein;

B. The Town and Granary’s predecessor-in-interest are Parties to that certain Grant of License recorded in the real property records of Routt County, Colorado on November 29, 1999 at Reception No. 520019 ("License Agreement"), whereby the Town granted a license for certain improvements used in the operation of the Property to encroach onto the Town’s right-of-way ("Encroachments");

C. The Town has now conveyed that certain real property on which the Encroachments were located to the Granary, thus obviating the need for the License Agreement;

NOW WHEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby agreed upon and acknowledge, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The above stated Recitals are incorporated as substantive terms of this Termination.

2. Termination. The License Agreement is hereby terminated and is of no further force and effect.

3. Entire Agreement. This Termination contains the entire agreement of the Parties with respect to the matters set forth herein.

IN WITNESS WHEREOF, the Parties have executed this Easement Agreement as of the Effective Date.

(signatures on following pages)
GRANTOR

TOWN OF HAYDEN,
a Colorado statutory town

By: ____________________________

__________________________

STATE OF COLORADO )
) ss.
COUNTY OF ROUTT )

The foregoing instrument was acknowledged before me this ___ day of _____, 2020,
by _____________________ as ______________________ of the Town of Hayden, a
Colorado statutory town.

Witness my hand and official seal. My Commission Expires:______________

Notary Public

__________________________________
GRANTEE:

HAYDEN GRANARY, LLC
a Colorado limited liability company

By: ______________________________
    Paul Brinkman, Manager

STATE OF COLORADO  )
    ) ss.
COUNTY OF ROUTT  )

The foregoing instrument was acknowledged before me this ____ day of ____________, 2019, by Paul Brinkman as Manager of Hayden Granary, LLC, a Colorado limited liability company.

Witness my hand and official seal. My Commission Expires:__________________

Notary Public

____________________________________
EXHIBIT A

PROPERTY

A portion of North Hayden Addition to the Town of Hayden, located in NE1/4NE1/4 Section 9, and NW1/4NW1/4 Section 10, Township 6 North, Range 88 West of the 6th P.M., bounded by a line described as follows:
Beginning at a point on the North line of Lincoln Avenue from whence the Northwest corner of Block 4, Original Town of Hayden bears South 66°25’ West 105 feet and South 23°35’ East 80 feet;
Thence North 23°35’ West 69.2 feet;
Thence South 80° West 13 feet;
Thence North 23°35’ West 9.5 feet to the South right of way line of the Denver and Rio Grande Western Railroad;
Thence North 80° East 346.55 feet along said right of way to the point of intersection with the North line of said Lincoln Avenue;
Thence South 66°25’ West 324.81 feet along said North line to the Point of Beginning.
County of Routt
State of Colorado
Town of Hayden

Town Council Agenda Item

MEETING DATE: March 5, 2020

AGENDA ITEM TITLE: Public Hearing: Hayden Granary Final Plat

AGENDA SECTION: New Business

PRESENTED BY: Mary Alice Page-Allen

CAN THIS ITEM BE RESCHEDULED: Not Recommended

ATTACHED: Hayden Granary Final Plat

BACKGROUND REVIEW:

The Applicants, 200 Walnut Granary LLC and Hayden Granary LLC, are the owners of properties located at 200 N Walnut Street and 198 E Lincoln Avenue and, if their proposed road right-of-way vacation is approved, the adjacent portion of vacated E Lincoln Avenue (the “Road Vacation”) as included on the Hayden Granary Final Plat (the “Plat”) attached hereto. The Road Vacation recommendation for approval is conditioned on a Final Plat being concurrently considered for approval and recorded. The Plat includes and dedicates to the public the reserved public utility easement identified at the time of the Road Vacation consideration.

One additional item of note with regard to the Plat is that the Town’s water main line coming from the water treatment plant crosses the northwest corner of the 200 Walnut Granary LLC parcel at 200 N Walnut Street. There is no associated dedicated or recorded easement for this line across proposed Lot 1. The Public Works Department (P WD) has identified a need for a 25 foot wide easement versus the 15 foot width proposed to be dedicated on the Plat by the Applicants. The width identified by the P WD is needed due to the depth of the main line and its proximity to the railroad lines. A condition is recommended below stipulating that this easement dedication conform to the PWD recommendation of a width of 25 feet, and the applicants have agreed so long as the easement is 7.5 feet to the south and 17.5 to the north of the centerline noted on the plat.

The following regulations are applicable to a Final Plat consideration in this instance:

<table>
<thead>
<tr>
<th>Complies</th>
<th>Section</th>
<th>Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>b.</td>
<td>Review Procedures ... Applications to move or alter a right-of-way shall be processed as a subdivision application concurrently with a right-of-way vacation application, in which case the ordinance approving the vacation of a right-of-way or portion thereof shall also approve a Final Plat which results in the dedication of the moved or altered right-of-way or portion thereof. <strong>Staff comment:</strong> The road right-of-way vacation identifies the requirement for a Final Plat. The identification and dedication of a 15 foot wide public utility easement is included thereon.</td>
</tr>
<tr>
<td>No</td>
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</tbody>
</table>

Section 7.16.090 - Subdivisions

<table>
<thead>
<tr>
<th>Complies</th>
<th>Section</th>
<th>Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>g.</td>
<td>Final Plat Review Criteria ... The following criteria shall apply to review of a Final Plat subdivision application:</td>
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<tr>
<td>No</td>
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<td></td>
<td>(i)</td>
<td>The Town Engineer shall compare the legal description of the subject property with the County records to determine that:</td>
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<td></td>
<td>(ii)</td>
<td>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 <strong>Staff comment:</strong> The two owners of the property are identified as signers on the Final Plat.</td>
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<td></td>
<td>(iii)</td>
<td>The lots and parcels have descriptions that both close and contain the area indicated. <strong>Staff comment:</strong> The information provided on the plat has been reviewed in this regard.</td>
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<td></td>
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<td></td>
<td>(iv)</td>
<td>The plat is correct in accordance with surveying and platting standards of the State. <strong>Staff comment:</strong> The plat is reviewed by the County Surveyor prior to its recording in this regard.</td>
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<td></td>
<td></td>
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<td></td>
<td>(v)</td>
<td>The development will substantially comply with all sections of the Development Code. <strong>Staff comment:</strong> Current and future development proposals for the lots shown on the Plat are or will be reviewed under the applicable provisions and processes of the Development Code.</td>
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<td></td>
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<td></td>
<td>(vi)</td>
<td>Revocation. An approval of a Final Plat is revoked pursuant to this Section.</td>
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</tbody>
</table>
Recording. The applicant shall cause the Final Plat and restrictive covenants, if any, to be recorded within ninety (90) days from the date of approval and acceptance of the Council. In the event that the plat is not recorded, the approval of the Council 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. Staff comment: A condition is recommended below in these regards.

RECOMMENDATION:

Findings of Fact:
1. The Final Plat meets the standards of the Town of Hayden’s Development Code, is in general conformance with the intent and purpose 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:
1. The Final Plat shall show and dedicate to the Town of Hayden on behalf of the public the following easements: 1) a 15 foot wide overhead electric utility easement along the southern line of the lots; and 2) a 25 foot wide (7.5 feet south and 17.5 feet north of identified centerline) water line easement across the northwest corner of proposed Lot 1.
2. The Final Plat shall be recorded within ninety (90) days from the date of approval by the Council unless an extension of this deadline is authorized in writing by the Mayor.
3. The Final Plat shall be recorded concurrently and after the ordinance authorizing and approving the Road Vacation.

MANAGER’S RECOMMENDATION/COMMENTS: I concur with this recommendation.
HAYDEN GRANARY MINOR SUBDIVISION

A REPLAT OF PORTIONS OF NORTH HAYDEN ADDITION TO THE TOWN OF HAYDEN AND VACATED PORTION OF LINCOLN AVENUE, ALL WITHIN NE1/4 NE1/4 SECTION 9 AND NW1/4 NW1/4 SECTION 10, T6N R88W, 6th P.M., ROUTT COUNTY, COLORADO

NOTES

1. THE SHOWN GPS DATA IS THE POSITIONED DATA AS DETERMINED BY GPS OBSERVATIONS.
2. SHOWN GPS COORDINATES: THE MONUMENTED NORTH LINE OF BLOCK 4, ORIGINAL TOWN OF HAYDEN, THE NORTHWEST CORNER BEARING W39°40'00"S TO CENTERLINE OF MAINLINE RAILROAD TRACKS.

REBAR W/PLASTIC CAP         PLS #13221

1. THE SHOWN RIGHT-OF-WAY OF THE RAILROAD WAS DETERMINED BY FIELD OBSERVATIONS.
2. BASIS OF BEARING - THE MONUMENTED NORTH LINE OF BLOCK 4, ORIGINAL TOWN OF HAYDEN, THE NORTHWEST CORNER BEARING W39°40'00"S TO CENTERLINE OF MAINLINE RAILROAD TRACKS.

REBAR W/PLASTIC CAP         PLS #30090

1. THE SHOWN RIGHT-OF-WAY OF THE RAILROAD WAS DETERMINED BY FIELD OBSERVATIONS.
2. BASIS OF BEARING - THE MONUMENTED NORTH LINE OF BLOCK 4, ORIGINAL TOWN OF HAYDEN, THE NORTHWEST CORNER BEARING W39°40'00"S TO CENTERLINE OF MAINLINE RAILROAD TRACKS.
Town of Hayden

Town Council Agenda Item

MEETING DATE: March 5, 2020

AGENDA ITEM TITLE: Ordinance No. 695: Rezone 198 E Lincoln Ave, 200 N Walnut St and adjacent portion of Lincoln Ave – Commercial (C) to Central Business District (CBD)

AGENDA SECTION: New Business

PRESENTED BY: Mary Alice Page-Allen

CAN THIS ITEM BE RESCHEDULED: Not Recommended

ATTACHMENTS: Draft Planning Commission Minutes, 2/13/2020, pp 1-2
Ordinance No. 695
Planning Commission Staff Report

BACKGROUND REVIEW: The Planning Commission held a public hearing on this matter at their meeting held on February 13, 2020. Following the hearing, the Planning Commission approved the rezoning request with findings of fact and conditions as shown in the draft minutes of the meeting included with this report.

RECOMMENDATION: Move to approve the rezone of the parcels located at 200 N Walnut Street and 198 E Lincoln Avenue as shown and noted on the Zoning Amendment Map dated January 8, 2020 included in the Planning Commission Staff Report with the findings of fact that:

1. The proposal meets the standards of the Town of Hayden’s Development Code, is in general conformance with the intent and purpose 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. The approval of the rezoning is subject to approval of the 200 N Walnut Street Major Site Plan for Yampa Valley Brewing Company.
2. The approval of the rezoning shall be authorized and approved by an ordinance of the Hayden Town Council, and such ordinance recorded in the records of the Routt County Clerk and Recorder.

MANAGER’S RECOMMENDATION/COMMENTS: I concur with this request.
The regular meeting of the Hayden Planning Commission was called to order by Chair Angie Robinson at 7:05 p.m. Other members present were Michele Lewis, Emily Waldron and Melinda Dudley, Alternate. It was noted that Ms. Dudley was a voting member this evening. Town Planner Mary Alice Page-Allen was also in attendance.

Others in attendance: Patrick Delaney, Tammie Delaney, Hayden Granary LLC; Wendy Lind, Axial Arts; and Christian Dufresne, Yampa Valley Brewing Company.

**Moment of Silence and Pledge of Allegiance**
Chair Robinson asked for a moment of silence and led the Pledge of Allegiance.

**Consideration of Minutes**
Commissioner Dudley moved to approve the minutes for the regular meeting held on January 23, 2020 as written. Commissioner Lewis seconded the motion. Motion approved unanimously.

**Public Comments**
None.

**Old Business**
None.

**New Business**

*Routt County Master Plan Presentation – Kristy Winser, Routt County Planning Department*
Ms. Winser and Tegan Ebbert were in attendance. They provided a PowerPoint presentation on the efforts and process of updating the Routt County Master Plan. These include a current community survey, and noted that the County will shortly be soliciting a consultant to work with Planning staff to complete the process over the next year.

Mary Alice noted that on the following matters, it made sense to hear the Rezone first and as a stand-alone, followed by a combined hearing on the Conditional Use Permit (CUP) and Site Plan. She noted that the rezone applies to the both the proposed Yampa Valley Brewing Company (YVBC) location while the CUP and Site Plan apply only to the YVBC site.

**Public Hearing: 200 Walnut Granary LLC & Hayden Granary LLC – Rezone of 200 N Walnut Street & 198 E Lincoln Avenue parcels from Commercial (C) to Central Business District (CBD)**
Public Hearing opened at 7:38 p.m.

No public was in attendance.

Public Hearing closed at 7:38 p.m.
Public Hearing: 200 Walnut Granary LLC – Conditional Use Permit & Site Plan - 200 N Walnut Street – Yampa Valley Brewing Company

Public Hearing opened at 7:39 p.m.

Mary Alice noted that hand-outs included a letter received from Alicia Penrose in response to area property owner notices that were sent out.

No public was in attendance.

Public Hearing closed at 7:40 p.m.

Review and Consider Approval - 200 Walnut Granary LLC & Hayden Granary LLC – Rezone of 200 N Walnut Street & 198 E Lincoln Avenue parcels from Commercial (C) to Central Business District (CBD)

Mary Alice reviewed the information contained in the staff report on this matter, noting that there is a recommendation for approval from staff and the Town Manager with specific Findings of Fact and conditions beginning on page 5.

Commissioner Dudley moved to recommend approval of the rezone of the parcels located at 200 N Walnut Street and 198 E Lincoln Avenue as shown and noted on the Zoning Amendment Map dated January 8, 2020 included in the staff report with the findings of fact that:

1. The proposal meets the standards of the Town of Hayden’s Development Code, is in general conformance with the intent and purpose 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. The approval of the rezoning is subject to approval of the 200 N Walnut Street Major Site Plan for Yampa Valley Brewing Company.
2. The approval of the rezoning shall be authorized and approved by an ordinance of the Hayden Town Council, and such ordinance recorded in the records of the Routt County Clerk and Recorder.

Commissioner Lewis seconded the motion; passed unanimously.

Review and Consider Approval - 200 Walnut Granary LLC – Conditional Use Permit & Site Plan - 200 N Walnut Street – Yampa Valley Brewing Company

Mary Alice reviewed the information contained in the staff report on these matters, noting that there is a recommendation for approval from staff and the Town Manager with specific Findings of Fact and conditions beginning on page 12. She added that, while the matters parallel each other, a separate motion should be made for each.

Commissioner Lewis moved to recommend approval of the Conditional Use
ORDINANCE NO. 695

AN ORDINANCE REZONING LOTS 1 AND 2, HAYDEN GRANARY FINAL PLAT, AND ADJACENT PORTION OF EAST LINCOLN AVENUE AS DESCRIBED ON EXHIBIT A ATTACHED HERETO FROM COMMERCIAL (C) ZONE DISTRICT TO THE CENTRAL BUSINESS DISTRICT (CBD) ZONE DISTRICT

RECITALS

1. The owners of Lots 1 and 2, Hayden Granary Final Plat, located within the municipal limits of the Town of Hayden have filed applications requesting a zone district change of said Lots 1 and 2 from Commercial (C) to Central Business District (CBD) (the “Zoning Change”); and

2. The Town staff has provided information on the proposed Zoning Change for review by the community and Planning Commission; and

3. A Public Hearing was conducted by the Hayden Planning Commission, according to the regulations of the Town of Hayden, on February 13, 2020 and the Hayden Planning Commission recommended approval of the proposed Zoning Change to the Hayden Town Council subject to conditions that the 200 N Walnut Street Major Site Plan for Yampa Valley Brewing Company is approved and that the rezoning is authorized and approved by an ordinance of the Hayden Town Council and such ordinance is recorded in the records of the Routt County Clerk and Recorder; and

4. A Public Hearing was conducted by the Hayden Planning Commission, according to the regulations of the Town of Hayden, on February 13, 2020 to consider the approval of the 200 N Walnut Street Major Site Plan for Yampa Valley Brewing Company (the “Major Site Plan”), and the Planning Commission approved the Major Site Plan.

5. A Public Hearing was conducted on the Zone Change by the Hayden Town Council, according to the regulations of the Town of Hayden, on March 5, 2020 and [no] public comment on the proposed Zoning Change was received; and

6. Upon conclusion of the Public Hearing, the Hayden Town Council, [unanimously OR by majority vote], approved the Zoning Change.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF HAYDEN, COLORADO, THE FOLLOWING:
Section 1. That Lots 1 and 2, Hayden Granary Final Plat, File No. __________ at Reception No. __________ and the adjacent portion of East Lincoln Avenue, as more particularly described on Exhibit A attached hereto is hereby rezoned to Central Business District (CBD).

Section 2. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 3. Effective Date. This Ordinance, immediately on final passing and adoption, 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. This Ordinance shall be in full force and effect immediately after its publication in accordance with Section 3-3h of the Hayden Home Rule Charter.

Section 4. Public Hearing. A public hearing on this Ordinance will be held on the 5th day of March, 2020, at the regular meeting of the Hayden Town Council beginning at 7 p.m. at the Hayden Town Hall, 178 West Jefferson Ave, Hayden, Colorado.

INTRODUCED, READ, AND ORDERED PUBLISHED PURSUANT TO SUBSECTION 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 ITS REGULAR MEETING HELD AT THE TOWN OF HAYDEN, ON THE 20TH DAY OF FEBRUARY, 2020.

J. Timothy Redmond, Mayor

ATTEST

Sharon Johnson, Town Clerk

FINALLY ADOPTED, PASSED, APPROVED, AND ORDERED PUBLISHED PURSUANT TO SUBSECTIONS 3-3 (e) through (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 5TH DAY OF MARCH, 2020.

Mayor

ATTEST

Town Clerk
LEGAL DESCRIPTION

LINCOLN AVENUE/GRANARY ZONING AMENDMENT

JANUARY 8, 2020

A tract of land located in the North Hayden Addition to the Town of Hayden, portions of Walnut Street, and portions of Lincoln Avenue, further being portions of the NW1/4 NW1/4 of Section 10 and of the NE1/4 NE1/4 of Section 9, all T6N R88W, 6th P.M., Routt County, Colorado, being more particularly described as follows:

BEGINNING at the intersection of the centerline of said Walnut Street and the North line of said North Hayden Addition thence S 22°03'00" E along the centerline of Walnut Street a distance of 152.99 feet, to the centerline of Lincoln Avenue; thence N 67°57'00" E along said centerline of Lincoln Avenue a distance of 634.51 feet, to a point on the projected North line of said North Hayden Addition; thence S 81°30'22" W along said line a distance of 170.65 feet, to the Northeast Corner of said North Hayden Addition; thence S 81°30'22" W along said North line of the North Hayden Addition a distance of 482.03 feet, to the POINT OF BEGINNING, containing 48535.8 Sq. Feet or 1.114 Acres, more or less.

Bearings based on the monumented North line of Block 4, Original Town of Hayden, the Northwest Corner being a rebar with plastic cap, TS&T, and the Northeast Corner being a No. 4 rebar, with illegible plastic cap - N 67°57'00" E.

granary zoning 1-8-20

Gordon R. Dowling
PLS #30090
Planning Commission Agenda Item

MEETING DATE: February 13, 2020

AGENDA ITEM TITLE: Public Hearing: Rezone of 200 N Walnut Street & 198 E Lincoln Avenue from Commercial (C) to Central Business District (CBD)

AGENDA SECTION: New Business

PRESENTED BY: Mary Alice Page-Allen
Planning & Economic Development Director

CAN THIS ITEM BE RESCHEDULED: Not Recommended

ATTACHED: 200 North Walnut Street – Applicant Narrative
198 East Lincoln Avenue – Applicant Narrative
Zoning Amendment Map
Draft Ordinance No. 695

BACKGROUND REVIEW:

The Applicants, 200 Walnut Granary LLC and Hayden Granary LLC, are the owners of properties located at 200 N Walnut Street and 198 E Lincoln Avenue and, if their proposed road right-of-way vacation is approved slated for consideration by Town Council on March 5th, the adjacent portion of vacated E Lincoln Avenue (the “Road Vacation”) as well.

This zoning amendment proposal is one part of current proposals for these properties that, in addition to the Road Vacation, include 1) a replat of the properties to incorporate the vacated right-of-way into their lots and dedication of utility easements, and 2) obtaining a Conditional Use Permit and Major Site Plan approvals for the development of Yampa Valley Brewing Company’s new tap house and brewery expansion at the 200 N Walnut Street location. These additional proposals are either being considered by the Planning Commission concurrently or by the Town Council at their March 5th meeting.

The proposed zoning amendment conforms to the extents of the Historic Downtown Commercial in this area identified on the Hayden Comprehensive Plan Future Land Use Map.
COMPLIANCE WITH HAYDEN COMPREHENSIVE PLAN:

Section 7.16.020(f)(1)(iii) of the Hayden Development Code (Code) states that “[t]he reviewing authority shall review development applications for compliance with all relevant standards and criteria as set forth in the specific procedures for the particular application in [the Code]” as well as general criteria which apply including compliance “with the goals and policies of the Comprehensive Plan” (Plan). Therefore, any proposal should be considered in light of the applicable policies of the Plan. While the Plan contains numerous policies regarding land use and development, staff has selected the following checklist to highlight the policies most directly applicable to this application. Interested parties are encouraged to review the Plan to determine if there are other policies that may be applicable to the review of this application.

Chapter 6 – 2007 Amendment to Comprehensive Plan

Section 6.5 – Future Land Use Map

Section 1 – Summary

Complies Section Policies
Yes No

The Future Land Use Map ... reflects current consensus on proposed land uses in the Hayden area. Staff Comment: The proposed zoning amendment conforms to the extents of the Historic Downtown Commercial in this area identified on the Hayden Comprehensive Plan Future Land Use Map.

COMPLIANCE WITH THE TOWN OF HAYDEN DEVELOPMENT CODE

While the Hayden Development Code (Code) contains numerous regulations regarding land use, staff has selected the following checklist to highlight the regulations directly applicable to this application. Interested parties are encouraged to review the Code to determine if there are other regulations that may be applicable to the review of this application.

Chapter 7.16 – Development Review Procedures

Section 7.16.020 – General Procedures and Requirements.

Complies Section Standards
Yes No

f. Step 6: Review and Decision
Findings. 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 and conditions are included below for the Planning Commission’s consideration.**

### Section 7.16.050 – Rezonings.

The boundaries of any zone district may be changed or the zone classification of any parcel of land may be changed pursuant to this Section. The purpose is not to relieve particular hardships nor to confer special privileges or rights to any person, but only to make adjustments to the Official Zoning Map that are necessary in light of changed conditions or changes in public policy or that are necessary to advance the general welfare of the Town.

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<tr>
<th>Complies</th>
<th>Section</th>
<th>Standards</th>
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<tr>
<td>(√) Yes</td>
<td>(b) Review Authority. The Planning Commission shall review applications for rezonings and shall provide a recommendation to the Council after conducting a public hearing. The Council shall render the final decision on an application for rezonings after conducting a public hearing. Rezonings shall be approved by ordinance of the Council. <strong>Staff comment: A condition is recommended below that the approval of the rezoning shall be done by an ordinance of the Hayden Town Council, and such ordinance recorded in the records of the Routt County Clerk and Recorder.</strong></td>
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<tr>
<td>(√) Yes</td>
<td>(c) Review Criteria. The Planning Commission and Council shall use the following review criteria as the basis of recommendations and decisions on applications for rezonings:</td>
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<td>(√) Yes</td>
<td>(2) Evidence of substantial compliance with the purposes of the Development Code; <strong>Staff comment: See analysis contained herein.</strong></td>
<td></td>
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<tr>
<td>(√) Yes</td>
<td>(3) Consistency with the Comprehensive Plan; <strong>Staff comment: See analysis contained herein.</strong></td>
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<td>(√) Yes</td>
<td>(4) Physical suitability of the land for the proposed development or subdivision;</td>
<td></td>
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<tr>
<td>(√) Yes</td>
<td>(5) Compatibility with surrounding land uses;</td>
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Whether the proposed rezoning is justified by changed or changing conditions in the character of the area proposed to be rezoned; **Staff comment:** The property under consideration is identified in the Comprehensive Plan as being appropriately included in the Central Business District area, and development proposal(s) make this a sensible change at this time.

Whether there are adequate facilities available to serve development for the type and scope suggested by the proposed zone compared to the existing zoning, while maintaining adequate levels of service to existing development; **Staff comment:** The development proposal(s) are not going to be cause for changes to existing infrastructure levels of services for the existing structures on the properties.

Whether the rezoning is consistent with the stated purpose of the proposed zoning district;

That, compared to the existing zoning, the rezoning is not likely to result in adverse impacts upon the natural environment, including air, water, noise, stormwater management, wildlife and vegetation, or such impacts will be substantially mitigated; **Staff comment:** See the analysis contained herein as well as the analysis in the staff report for the 200 N Walnut Street Major Site Plan review. A condition is recommended below that the approval of the rezoning is subject to approval of the 200 N Walnut Street Major Site Plan for Yampa Valley Brewing Company.

That, compared to the existing zoning, the rezoning is not likely to result in significant adverse impacts upon other property in the vicinity of the subject tract; **Staff comment:** See above comment.

Adequate mitigation is required for rezoning applications which result in greater intensity of land use or increased demands on public facilities and infrastructure. **Staff comment:** See above comment. The Commercial (C) and Central Business District (CBD) zone districts have the same general intensities of use permitted.

Chapter 7.20 – Zone Districts and Official Zoning Map

Section 7.20.110 – CBD Central Business District

<table>
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<th>Complies</th>
<th>Section Standards</th>
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<tr>
<td>Yes</td>
<td>Intent. It is the intent of this district to encourage the redevelopment and expansion of the existing downtown commercial district; provide a</td>
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concentration and mixture of civic, office, retail, restaurant, housing and cultural land uses; maintain and enhance the historic character of the original downtown; create a pedestrian oriented district; develop and promote small scale businesses; and promote shared or cooperative parking within or adjacent to the district. It is the intent of this district to allow retail uses on the first floor and businesses and residences or services on upper floors of buildings where appropriate.

Staff comment: The zone change from C to CBD appears to enhance the existing, and in several regards historic, buildings and their existing and proposed uses, that the size of the properties and their proximity to the center of Town expands the pedestrian oriented aspect of the area appropriately, and promotes shared and cooperative parking within and adjacent to the properties.

RECOMMENDATION:

Findings of Fact:
1. The proposal meets the standards of the Town of Hayden's Development Code, is in general conformance with the intent and purpose 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:
1. The approval of the rezoning is subject to approval of the 200 N Walnut Street Major Site Plan for Yampa Valley Brewing Company.
2. The approval of the rezoning shall be authorized and approved by an ordinance of the Hayden Town Council, and such ordinance recorded in the records of the Routt County Clerk and Recorder.

MANAGER’S RECOMMENDATION/COMMENTS: I concur with this recommendation.
200 North Walnut Street

 Proposed Zoning Change from Commercial to Central Business District
 Town of Hayden Zoning Change Application, January 13, 2020

The intent of this application is to change the zoning designation of 200 N. Walnut St from C (Commercial) to CBD (Central Business District). This rezoning will better accommodate planned development for this site in a way that is consistent with the intent of the Hayden Development Code.

Since its original construction, the two story structure at 200 N. Walnut Street has served a variety of public and private uses and is comprised of extensive lower level garage space and an existing residential space on the upper level. This site and the associated structures were purchased in late 2019 by 200 Walnut Granary, LLC.

Due to its size and close proximity to the center of the Town of Hayden, the site is the ideal location for the Yampa Valley Brewing Company (YVBC) tasting room. An addition is proposed for the north side of the existing structure, which will house the expanding production for YVBC.

Changing this parcel from C to CBD will enhance this development—and seed growth of adjacent businesses such as those at the Hayden Granary—through shared parking and a cohesive pedestrian district. This is in close alignment with the purpose of the CBD zone, as stated in the Hayden Town Development Code, pages 129-130:

7.20.110 CBD Central Business District

(a) Intent. It is the intent of this district to encourage the redevelopment and expansion of the existing downtown commercial district; provide a concentration and mixture of civic, office, retail, restaurant, housing and cultural land uses; maintain and enhance the historic character of the original downtown; create a pedestrian oriented district; develop and promote small scale businesses; and promote shared or cooperative parking within or adjacent to the district. It is the intent of this district to allow retail uses on the first floor and businesses and residences or services on upper floors of buildings where appropriate.

Furthermore, the zoning change from C to CBD at 200 N. Walnut Street is a responsible and valid request for the following reasons:

1. Changing from C to CBD designation will allow the redevelopment and expansion of 200 N. Walnut to accommodate the existing residential use, as well as the production and retail aspects of a brewery and associated food services- a mixture of retail, residential, and restaurant options per the intent of the CBD.
2. This requested change in zoning designation would make the site similar in zoning to parcels directly to the south that are on the opposite side of Lincoln Avenue.
3. Present and future impacts on public facilities, utilities, and services will not be altered by changing the site from C to CBD.
4. The requested CBD designation will allow full development of the site in a way that promotes a pedestrian oriented district, through a networking of shared parking and service allotments.
The intent of this application is to change the zoning designation of 198 E. Lincoln Ave/Hayden Granary from C (Commercial) to CBD (Central Business District). This rezoning will better accommodate planned development for this site in a way that is consistent with the intent of the Hayden Development Code.

Since its original construction, the Historic Hayden Granary has been a significant presence in the town of Hayden—both economically and socially. This iconic agricultural structure now houses Wild Goose Coffee, Embers Wood Fired Pizza, with several new businesses slated to open up in the spring.

Due to its size and close proximity to the center of the Town of Hayden—in addition to the variety of business now operating on site and those planned for the near future—198 E. Lincoln is well suited for CBD zoning. Changing this parcel from C to CBD will help the Granary complex grow, while also benefiting adjacent businesses such as the Yampa Valley Brewing Company through shared parking and a cohesive pedestrian district. This is in close alignment with the purpose of the CBD zone, as stated in the Hayden Town Development Code, pages 129-130:

7.20.110 CBD Central Business District

(a) Intent. It is the intent of this district to encourage the redevelopment and expansion of the existing downtown commercial district; provide a concentration and mixture of civic, office, retail, restaurant, housing and cultural land uses; maintain and enhance the historic character of the original downtown; create a pedestrian oriented district; develop and promote small scale businesses; and promote shared or cooperative parking within or adjacent to the district. It is the intent of this district to allow retail uses on the first floor and businesses and residences or services on upper floors of buildings where appropriate.

Furthermore, the zoning change from C to CBD at 198 E. Lincoln Ave is a responsible and valid request for the following reasons:

1. Changing from C to CBD designation will promote both the existing as well as future businesses, while also opening up the door for potential residential units, which are needed in our town.

2. This requested change in zoning designation would make the site similar in zoning to parcels directly to the south that are on the opposite side of Lincoln Avenue.

3. Present and future impacts on public facilities, utilities, and services will not be altered by changing the site from C to CBD.

4. The requested CBD designation will allow full development of the site in a way that promotes a pedestrian oriented district, through a networking of shared parking and service allotments.
ZONING AMENDMENT MAP

PORTIONS OF
NORTH HAYDEN ADDITION TO THE TOWN OF HAYDEN,
ROUTT COUNTY, COLORADO

LEGAL DESCRIPTION
LINCOLN AND MAINLINE RAILROAD RIGHTS-OF-WAY ZONING AMENDMENT
COMMERCIAL TO CENTRAL BUSINESS DISTRICT

A tract of land located in the North Hayden Addition to the Town of Hayden, portions of Walnut Street, and portions of Lincoln Avenue, further being portions of the NW1/4 NW1/4 of Section 10 and of the NE1/4 NE1/4 of Section 9, all T6N R88W, 6th P.M., Routt County, Colorado, being more particularly described as follows:

BEGINNING at the intersection of the centerline of said Walnut Street and the North line of said North Hayden Addition thence S 22°03'00" E along the centerline of Walnut Street a distance of 152.99 feet, to the centerline of Lincoln Avenue; thence N 67°57'00" E along said centerline of Lincoln Avenue a distance of 634.51 feet, to a point on the projected North line of said North Hayden Addition; thence S 81°30'22" W along said line a distance of 170.65 feet, to the Northeast Corner of said North Hayden Addition; thence S 81°30'22" W along said North line of the North Hayden Addition a distance of 482.03 feet, to the POINT OF BEGINNING, containing 48535.8 Sq. Feet or 1.114 Acres, more or less.

Bearings based on the monumented North line of Block 4, Original Town of Hayden, the Northwest Corner being a rebar with plastic cap, TS&T, and the Northeast Corner being a No. 4 rebar, with illegible plastic cap - N 67°57'00" E.

NOTES:
1. THE SHOWN RIGHTS-OF-WAY OF THE RAILROAD WAS DETERMINED BY FIELD OBSERVATIONS.
2. BASIS OF BEARING - THE MONUMENTED NORTH LINE OF BLOCK 4, ORIGINAL TOWN OF HAYDEN, PORTIONS OF THE NORTHWEST CORNER BEING A REBAR AND CAP (TS&T) AND THE NORTHEAST CORNER TO THE TOWN OF HAYDEN, AS MAYOR OF THE TOWN OF HAYDEN.
3. NOTICE OF RESEARCH: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED ON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT, IN NO EVENT MAY ANY ACTION BE COMMENCED MORE THAN SEVEN YEARS FROM THE DATE OF THE SURVEY OR THE DATE OF THE LAST NOTICE OF RESEARCH.

SURVEYOR’S CERTIFICATE
I, GORDON R. DOWLING, PLS #30090, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS ZONING AMENDMENT MAP, WAS PREPARED WITHIN MY CONTROL AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

BY:________________________________________
GORDON R. DOWLING, PLS #30090

BOARD OF TRUSTEES CERTIFICATE
THIS ZONING AMENDMENT MAP IS APPROVED FOR FILING THIS ____ DAY OF _______, 2020, BY THE BOARD OF TRUSTEES, HAYDEN, COLORADO.

BY:   _________________________________
JOSEPH TIMOTHY REDMOND, AS MAYOR OF THE TOWN OF HAYDEN

ATTEST:__________________________________
SHARON JOHNSON, AS TOWN OF HAYDEN CLERK

NOTICE:  ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED ON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT, IN NO EVENT MAY ANY ACTION BE COMMENCED MORE THAN SEVEN YEARS FROM THE DATE OF THE SURVEY OR THE DATE OF THE LAST NOTICE OF RESEARCH.
ORDINANCE NO. 695

AN ORDINANCE REZONING LOTS 1 AND 2, HAYDEN GRANARY FINAL PLAT, AND ADJACENT PORTION OF EAST LINCOLN AVENUE AS DESCRIBED ON EXHIBIT A ATTACHED HERETO FROM COMMERCIAL (C) ZONE DISTRICT TO THE CENTRAL BUSINESS DISTRICT (CBD) ZONE DISTRICT

RECITALS

1. The owners of Lots 1 and 2, Hayden Granary Final Plat, located within the municipal limits of the Town of Hayden have filed applications requesting a zone district change of said Lots 1 and 2 from Commercial (C) to Central Business District (CBD) (the “Zoning Change”); and

2. The Town staff has provided information on the proposed Zoning Change for review by the community and Planning Commission; and

3. A Public Hearing was conducted by the Hayden Planning Commission, according to the regulations of the Town of Hayden, on February 13, 2020 and the Hayden Planning Commission recommended approval of the proposed Zoning Change to the Hayden Town Council subject to conditions that the 200 N Walnut Street Major Site Plan for Yampa Valley Brewing Company is approved and that the rezoning is authorized and approved by an ordinance of the Hayden Town Council and such ordinance is recorded in the records of the Routt County Clerk and Recorder; and

4. A Public Hearing was conducted by the Hayden Planning Commission, according to the regulations of the Town of Hayden, on February 13, 2020 to consider the approval of the 200 N Walnut Street Major Site Plan for Yampa Valley Brewing Company (the “Major Site Plan”), and the Planning Commission approved the Major Site Plan.

5. A Public Hearing was conducted on the Zone Change by the Hayden Town Council, according to the regulations of the Town of Hayden, on March 5, 2020 and [no] public comment on the proposed Zoning Change was received; and

6. Upon conclusion of the Public Hearing, the Hayden Town Council, [unanimously OR by majority vote], approved the Zoning Change.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF HAYDEN, COLORADO, THE FOLLOWING:
Section 1. That Lots 1 and 2, Hayden Granary Final Plat, File No. ____________ at Reception No. ____________ and the adjacent portion of East Lincoln Avenue, as more particularly described on Exhibit A attached hereto is hereby rezoned to Central Business District (CBD).

Section 2. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 3. Effective Date. This Ordinance, immediately on final passing and adoption, 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. This Ordinance shall be in full force and effect fifteen (15) days after its publication in accordance with Section 3-3h of the Hayden Home Rule Charter.

Section 4. Public Hearing. A public hearing on this Ordinance will be held on the 5th day of March, 2020, at the regular meeting of the Hayden Town Council beginning at 7 p.m. at the Hayden Town Hall, 178 West Jefferson Ave, Hayden, Colorado.

INTRODUCED, READ, AND ORDERED PUBLISHED PURSUANT TO SUBSECTION 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 ITS REGULAR MEETING HELD AT THE TOWN OF HAYDEN, ON THE 20TH DAY OF FEBRUARY, 2020.

_________________________________________
Mayor

ATTEST

_________________________________________
Town Clerk

FINALLY ADOPTED, PASSED, APPROVED, AND ORDERED PUBLISHED PURSUANT TO SUBSECTIONS 3-3 (e) through (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 5TH DAY OF MARCH, 2020.

_________________________________________
Mayor

ATTEST

_________________________________________
Town Clerk
LEGAL DESCRIPTION LINCOLN AVENUE/GRANARY ZONING AMENDMENT JANUARY 8, 2020

A tract of land located in the North Hayden Addition to the Town of Hayden, portions of Walnut Street, and portions of Lincoln Avenue, further being portions of the NW1/4 NW1/4 of Section 10 and of the NE1/4 NE1/4 of Section 9, all T6N R88W, 6th P.M., Routt County, Colorado, being more particularly described as follows:
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granary zoning 1-8-20

Gordon R. Dowling
PLS #30090
MEETING DATE: March 5, 2020

AGENDA ITEM TITLE: Resolution 2020-03: Conditional Use Permit for Yampa Valley Brewing Company 200 N Walnut St – Central Business District (CBD)

AGENDA SECTION: New Business

PRESENTED BY: Mary Alice Page-Allen

CAN THIS ITEM BE RESCHEDULED: Not Recommended

ATTACHMENTS: Draft Planning Commission Minutes, 2/13/2020, pp 2-4
Resolution 2020-03
Planning Commission Staff Report
Penrose Letter, 2/10/2020

BACKGROUND REVIEW: The Planning Commission held a public hearing on this matter at their meeting held on February 13, 2020. Following the hearing, the Planning Commission approved the Conditional Use Permit (CUP) request with findings of fact and conditions as shown in the draft minutes of the meeting included with this report. A significant facet of their approval relies on the accompanying Major Site Plan, also considered at their meeting, and which was approved subject to the Town Council’s approval of the CUP request.

RECOMMENDATION: Move to approve the Resolution 2020-03, authorizing a Conditional Use Permit for the locating of the Yampa Valley Brewing Company tap house and production facility at 200 N Walnut Street with the findings of fact that:

1. The proposed conditional use is consistent with the Comprehensive Plan and all applicable provisions of this Development Code and applicable state and federal regulations.
2. The proposed conditional use is consistent with the purpose and intent of the CBD: Central Business District and any applicable use-specific standards in the Development Code.
3. The proposed conditional use is compatible with the purpose and intent of the CBD: Central Business District and any applicable use-specified standards in the Development Code.
4. The proposed conditional use will not substantially alter the basic character of the CBD: Central Business District or jeopardize the development or redevelopment potential of the CBD: Central Business District.
5. The proposed conditional use will result in efficient on- and off-site traffic circulation which will not have significant adverse impact on the adjacent uses or result in hazardous conditions for pedestrians or vehicles in or adjacent to the site.
6. Any significant adverse impacts anticipated to result from the conditional use have been or will be mitigated or offset to the maximum extent practicable.
7. Facilities and services are or will be available to serve the subject property while maintaining adequate levels of service for existing development.
8. Adequate assurances of continuing maintenance have been provided.
9. The proposed conditional use meets all the applicable standards in Chapter 7.24 Development Standards.

Subject to the following conditions of approval:

1. The conditional use permit shall be authorized and approved by a resolution approved by the Town Council.
2. The conditional use permit shall be authorized subject to the Site Plan approval conditions of approval for the Yampa Valley Brewing Company tap house and production facility.

MANAGER'S RECOMMENDATION/COMMENTS: I concur with this request.
Regular Meeting Hayden Planning Commission February 13, 2020

Public Hearing: 200 Walnut Granary LLC – Conditional Use Permit & Site Plan - 200 N Walnut Street – Yampa Valley Brewing Company

Public Hearing opened at 7:39 p.m.

Mary Alice noted that hand-outs included a letter received from Alicia Penrose in response to area property owner notices that were sent out.

No public was in attendance.

Public Hearing closed at 7:40 p.m.

Review and Consider Approval - 200 Walnut Granary LLC & Hayden Granary LLC – Rezone of 200 N Walnut Street & 198 E Lincoln Avenue parcels from Commercial (C) to Central Business District (CBD)

Mary Alice reviewed the information contained in the staff report on this matter, noting that there is a recommendation for approval from staff and the Town Manager with specific Findings of Fact and conditions beginning on page 5.

Commissioner Dudley moved to recommend approval of the rezone of the parcels located at 200 N Walnut Street and 198 E Lincoln Avenue as shown and noted on the Zoning Amendment Map dated January 8, 2020 included in the staff report with the findings of fact that:

1. The proposal meets the standards of the Town of Hayden’s Development Code, is in general conformance with the intent and purpose 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. The approval of the rezoning is subject to approval of the 200 N Walnut Street Major Site Plan for Yampa Valley Brewing Company.
2. The approval of the rezoning shall be authorized and approved by an ordinance of the Hayden Town Council, and such ordinance recorded in the records of the Routt County Clerk and Recorder.

Commissioner Lewis seconded the motion; passed unanimously.

Review and Consider Approval - 200 Walnut Granary LLC – Conditional Use Permit & Site Plan - 200 N Walnut Street – Yampa Valley Brewing Company

Mary Alice reviewed the information contained in the staff report on these matters, noting that there is a recommendation for approval from staff and the Town Manager with specific Findings of Fact and conditions beginning on page 12. She added that, while the matters parallel each other, a separate motion should be made for each.

Commissioner Lewis moved to recommend approval of the Conditional Use Permit & Site Plan for Yampa Valley Brewing Company; passed unanimously.
Permit for the locating of the Yampa Valley Brewing Company tap house and production facility at 200 N Walnut Street with the findings of fact that:

1. The proposed conditional use is consistent with the Comprehensive Plan and all applicable provisions of this Development Code and applicable state and federal regulations.
2. The proposed conditional use is consistent with the purpose and intent of the CBD: Central Business District and any applicable use-specific standards in the Development Code.
3. The proposed conditional use is compatible with the purpose and intent of the CBD: Central Business District and any applicable use-specified standards in the Development Code.
4. The proposed conditional use will not substantially alter the basic character of the CBD: Central Business District or jeopardize the development or redevelopment potential of the CBD: Central Business District.
5. The proposed conditional use will result in efficient on- and off-site traffic circulation which will not have significant adverse impact on the adjacent uses or result in hazardous conditions for pedestrians or vehicles in or adjacent to the site.
6. Any significant adverse impacts anticipated to result from the conditional use have been or will be mitigated or offset to the maximum extent practicable.
7. Facilities and services are or will be available to serve the subject property while maintaining adequate levels of service for existing development.
8. Adequate assurances of continuing maintenance have been provided.
9. The proposed conditional use meets all the applicable standards in Chapter 7.24 Development Standards.

Subject to the following conditions of approval:

1. The conditional use permit shall be authorized and approved by a resolution approved by the Town Council.
2. The conditional use permit shall be authorized subject to the Site Plan approval conditions of approval for the Yampa Valley Brewing Company tap house and production facility.

Commissioner Dudley seconded the motion; passed unanimously.

Commissioner Lewis moved to approve the Site Plan for the locating of the Yampa Valley Brewing Company tap house and production facility at 200 N Walnut Street with the findings of fact that:
1. The property consider for development herein is located within the establish Growth Management Area consistent with the policies of the Town of Hayden’s Comprehensive Plan.

2. The proposal meets the standards of the Town of Hayden’s Development Code, is in general conformance with the intent and purpose 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. The effective date of this approval is the date upon which the Planning Commission approves the application. The approval shall expire three (3) years from its effective date, unless application for a building permit is made within the term of the approval or unless application for renewal of the Site Plan approval is approved pursuant to Section 7.16.020, Hayden Development Code (HDC).

2. The approval of this Site Plan is subject to approval and recording of the Hayden Granary Final Plat.

3. The approval of this Site Plan is subject to approval and recording of the ordinance approving the CBD zone change.

4. Appropriate liquor licensing shall be in place and valid at all times the brewery tap house and production facilities are in operation.

5. The 15 parking spaces shown on and adjacent to the Site Plan shall be paved.

6. A sidewalk plan to provide sidewalks along the south line of the lot shall be submitted that is designed in conformance with the applicable standards of Section 7.24.090(b), HDC, for local streets and approved by the Town Manager. Such plan shall provide that the sidewalks shall be installed or a financial guarantee is provided prior to the issuance of any Certificate of Occupancy (TCO/CO).

7. A landscape plan shall be submitted that meets the applicable requirements of Section 7.24.150, HDC, including meeting the 15% minimum lot area requirement, provision of appropriate visibility for cars and pedestrians, and providing a management and maintenance plan.

8. The landscaping shall be installed prior to the issuance of any Certificate of Occupancy (TCO/CO) or a financial guarantee and associated agreement shall be provided.

9. A sign permit shall be obtained under the applicable provisions of the HDC prior to placing any retail signage is erected on the property.

Commissioner Dudley seconded the motion; passed unanimously.
RESOLUTION 2020-03

A RESOLUTION OF THE TOWN COUNCIL FOR HAYDEN, COLORADO APPROVING A CONDITIONAL USE PERMIT FOR 200 N WALNUT STREET, LOT 1, HAYDEN GRANARY FINAL PLAT, 200 WALNUT GRANARY LLC

RECITALS

1. 200 Walnut Granary LLC desires to operate a brewery production facility and associated tap house/tasting room facility at 200 N Walnut Street, Lot 1, Hayden Granary Final Plat located in the Central Business District (CBD).

2. Licensed bars and taverns and workshops and custom small industry uses are permitted in the CBD as a conditional use if approved by the Town Council following review and recommendation by the Planning Commission and the holding of a public hearing by the Town Council.

3. The Planning Commission met on February 13, 2020 with the petitioner to review the conditional use criteria of the Hayden Development Code Section 7.16.060(c) and made the following findings of fact:

   A. The proposed conditional use is consistent with the Comprehensive Plan and all applicable provisions of this Development Code and applicable state and federal regulations.
   B. The proposed conditional use is consistent with the purpose and intent of the CBD: Central Business District and any applicable use-specific standards in the Development Code.
   C. The proposed conditional use is compatible with the purpose and intent of the CBD: Central Business District and any applicable use-specified standards in the Development Code.
   D. The proposed conditional use will not substantially alter the basic character of the CBD: Central Business District or jeopardize the development or redevelopment potential of the CBD: Central Business District.
   E. The proposed conditional use will result in efficient on- and off-site traffic circulation which will not have significant adverse impact on the adjacent uses or result in hazardous conditions for pedestrians or vehicles in or adjacent to the site.
   F. Any significant adverse impacts anticipated to result from the conditional use have been or will be mitigated or offset to the maximum extent practicable.
   G. Facilities and services are or will be available to serve the subject property while maintaining adequate levels of service for existing development.
   H. Adequate assurances of continuing maintenance have been provided.
   I. The proposed conditional use meets all the applicable standards in Chapter 7.24 Development Standards.

4. The Planning Commissioners recommended to the Town Council approval of the Conditional Use Permit subject to the following conditions:
The conditional use permit shall be authorized and approved by a resolution approved by the Town Council.

The conditional use permit shall be authorized subject to the Site Plan approval conditions of approval for the Yampa Valley Brewing Company tap house and production facility.

5. The Hayden Town Council held a public hearing on the conditional use application. A conditional use permit is revocable, may be granted for a limited time period, or may be granted subject to conditions as the Council may prescribe. Conditions may include, but shall not be limited to: satisfaction of the requirements contained in paragraph 4, above, requirements concerning special setbacks, open spaces, fences or walls, landscaping or screening, street dedication and improvement, regulation of vehicular access and parking, signs, illumination, hours and methods of operation, control of potential nuisances, prescription of standards for maintenance of buildings and grounds, and prescription of development schedules.

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

Section 1. The Town Council held a public hearing on the conditional use application on the 5th day of March, 2020 and subsequently made the following findings of fact:

A. The proposed conditional use is consistent with the Comprehensive Plan and all applicable provisions of this Development Code and applicable state and federal regulations.

B. The proposed conditional use is consistent with the purpose and intent of the CBD: Central Business District and any applicable use-specific standards in the Development Code.

C. The proposed conditional use is compatible with the purpose and intent of the CBD: Central Business District and any applicable use-specified standards in the Development Code.

D. The proposed conditional use will not substantially alter the basic character of the CBD: Central Business District or jeopardize the development or redevelopment potential of the CBD: Central Business District.

E. The proposed conditional use will result in efficient on- and off-site traffic circulation which will not have significant adverse impact on the adjacent uses or result in hazardous conditions for pedestrians or vehicles in or adjacent to the site.

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

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

H. Adequate assurances of continuing maintenance have been provided.

I. The proposed conditional use meets all the applicable standards in Chapter 7.24 Development Standards.

Section 2. The Town Council approves the conditional use permit subject to the following conditions:

1. The conditional use permit shall be authorized and approved by a resolution approved by the Town Council.
2. The conditional use permit shall be authorized subject to the Site Plan approval conditions of approval for the Yampa Valley Brewing Company tap house and production facility.

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

PASSED, APPROVED, AND RESOLVED THIS 5TH DAY OF MARCH, 2020.

________________________
J Timothy Redmond, Mayor

ATTEST:

________________________
Sharon Johnson, Town Clerk
Town of Hayden

Planning Commission Agenda Item

MEETING DATE: February 13, 2020

AGENDA ITEM TITLE: Public Hearing: 200 Walnut Granary LLC
Conditional Use Permit & Major Site Plan
Yampa Valley Brewing Company

AGENDA SECTION: New Business

PRESENTED BY: Mary Alice Page-Allen
Planning & Economic Development Director

APPLICANT: Paul Brinkman, 200 Walnut Granary LLC

CAN THIS ITEM BE RESCHEDULED: Not recommended.

ATTACHMENTS: Site & Elevation Plans
Draft Resolution 2020-003

BACKGROUND REVIEW:

The Applicant is the owner of the property located at 200 N Walnut Street which – upon approval and completion of a vacation of a portion of E Lincoln Avenue (the “Road Vacation”), a replat incorporating the Road Vacation property into the lots’ boundaries, and a change of zoning from Commercial (C) to Central Business District (CBD) (the “Zone Change”) that are being handled concurrently – will be known as Lot 1, Hayden Granary Final Plat. This E Lincoln Avenue/N Walnut Street corner lot is bounded on the north by the railroad right-of-way and the Town municipal limits, and on the east by the historic Hayden Granary site. The 0.264 acre (11,560 sq. ft.) lot has an existing 2,900 sq. ft. two-story mixed use building with a history of public and private uses. Currently, the lower level is a combination of garage, restroom and entry space, while the upper level is used residentially.

A Site Plan has been submitted to develop the lot and existing building as the new Yampa Valley Brewing Company (YVBC) tap house with the requisite associated production space. Plans indicate 1,231 sq. ft. of the existing building area will be dedicated to the interior tap house
seating area and restrooms, that the existing second story residential will be retained, and the balance of the area will be used for efforts related to production activities. Façade and window/door upgrades and improvements are planned. A future addition of 1,400 sq. ft. is proposed and will expand the area dedicated to production. Space is identified on the site to accommodate a food truck and exterior tables/consumption space.

“Licensed bars and taverns” and “custom small industry uses” are Conditional Uses in the CBD zone district, and the YVBC proposal fits into these categories. As proposed, the improvements will meet all typical setbacks and other dimensional standards of the Code. Water, sewer, gas and electrical services are available on the property. Parking is proposed along the west and south sides of the lot.

**COMPLIANCE WITH HAYDEN COMPREHENSIVE PLAN:**

Section 7.16.020(f)(1)(iii) of the Hayden Development Code (Code) states that “[t]he reviewing authority shall review development applications for compliance with all relevant standards and criteria as set forth in the specific procedures for the particular application in [the Code]” as well as general criteria which apply including compliance “with the goals and policies of the Comprehensive Plan” (Plan). Therefore, any proposal should be considered in light of the applicable policies of the Plan. While the Plan contains numerous policies regarding land use and development, staff has selected the following checklist to highlight the policies most directly applicable to this application. Interested parties are encouraged to review the Plan to determine if there are other policies that may be applicable to the review of this application.

**Chapter 5 – Implementation**

**Section 5.3 – Specific Policies and Actions to Implement the Policies of the Comprehensive Plan**

**Section 5.3.3 – Light Industrial**

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Promote light industrial uses that bring employment to the community by adding sufficient land area to accommodate future growth in an area that has good transportation access, can be served conveniently by the Town and will not diminish the desirability of existing and planned non-industrial areas. **Staff comment:** The combination of production operations with the tap house and food services provides a customer-oriented operation while expanding manufacturing and employment opportunities.
A3.2 Actively work to attract light industrial uses that create jobs through the Hayden Economic Development Commission. **Staff comment:** The HEDC has coordinated with YVBC to purchase equipment that will upgrade their production operations.

### COMPLIANCE WITH THE TOWN OF HAYDEN DEVELOPMENT CODE

While the Hayden Development Code (Code) contains numerous regulations regarding land use, staff has selected the following checklist to highlight the regulations directly applicable to this application. Interested parties are encouraged to review the Code to determine if there are other regulations that may be applicable to the review of this application.

#### Chapter 7.16 – Development Review Procedures

**Section 7.16.060 – Conditional Use.**

In order to provide flexibility and to help diversify uses within a zoning district, specified uses are permitted in certain districts subject to the granting subject to the granting of a conditional use permit. Specific conditional uses for each zone district are listed in the Table of permitted and conditional uses by Zoning District. Because of their unusual or special characteristics, conditional uses require review and evaluation so that they may be located properly with respect to their effects on surrounding properties. The review process prescribed in this Section is intended to assure compatibility and harmonious development between conditional uses, surrounding properties and the Town at large. Conditional uses may be permitted subject to such conditions and limitations as the Town may prescribe to ensure that the location and operation of the conditional uses will be in accordance with the conditional use criteria. The scope and elements of any conditional use may be limited or qualified by the conditions applicable to the specific property. Where conditions cannot be devised to achieve these objectives, applications for conditional use permits shall be denied.

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<tr>
<td>✓ Yes</td>
<td>(b) <strong>Review Authority.</strong> The Planning Commission shall review applications for conditional uses and shall provide a recommendation to the Council after conducting a public hearing. The Council shall render the final decision on an application for conditional uses after conducting a public hearing. Conditional uses shall be approved by resolution of the Council. <strong>Staff comment:</strong> A condition is recommended below that requires the conditional use permit shall be authorized and approved by a resolution approved by the Town Council.</td>
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<td>(c) <strong>Review Criteria.</strong> The Planning Commission and Council shall use the following review criteria as the basis for</td>
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recommendations and decisions on applications for conditional uses:

1. The proposed conditional use is consistent with the Comprehensive Plan and all applicable provisions of this Development Code and applicable state and federal regulations.
   **Staff comment:** See the analysis herein. A finding is this regard is recommended below.

2. The proposed conditional use is consistent with the purpose and intent of the zoning district in which it is located and any applicable use-specific standards in the Development Code.
   **Staff comment:** See the analysis herein. A finding in this regard is recommended below.

3. The proposed conditional use is compatible with the purpose and intent of the zoning district in which it is located and any applicable use-specific standards in the Development Code.
   **Staff comment:** See the analysis herein. A finding in this regard is recommended below.

4. The proposed conditional use will not substantially alter the basic character of the district in which it is in or jeopardize the development or redevelopment potential of the district.
   **Staff comment:** See the analysis herein. A finding in this regard is recommended below.

5. The proposed conditional use will result in efficient on- and off-site traffic circulation which will not have significant adverse impact on the adjacent uses or result in hazardous conditions for pedestrians or vehicles in or adjacent to the site.
   **Staff comment:** See the analysis herein. A finding in this regard is recommended below.

6. Any significant adverse impacts (including but not limited to hours of operation, traffic generation, lighting, noise, odor, dust and other external impacts) anticipated to result from the conditional use will be mitigated or offset to the maximum extent practicable. **Staff comment:** Notice to surrounding property owners and agency referrals have not identified any issues. The analysis contained herein related to the Site Plan has identified several recommended conditions of approval that mitigate potential impacts of the proposed use. A finding in regard to this standard is recommended below, as well as a
condition of approval that the conditional use permit is authorized subject to the Site Plan approval conditions of approval.

(7) Facilities and services (including sewage and waste disposal, water, gas, electricity, police and fire protection and roads and transportation, as applicable) will be available to serve the subject property while maintaining adequate levels of service for existing development. **Staff comment: A referral was made to police and fire protection departments and no issues were identified. Additionally, an analysis of other facilities and services is made herein. A finding in this regard is recommended below.**

(8) Adequate assurances of continuing maintenance have been provided. **Staff comment: See the analysis herein. A finding in this regard is recommended below.**

(9) The proposed conditional use meets all the applicable standards in Chapter 7.24 Development Standards. **Staff comment: See the analysis herein. A finding in this regard is recommended below.**

(d) **Authority to Impose Conditions on Permit.** The Council may approve conditional use permit that have the following conditions or limitations: The conditional use may be revocable; may be granted for a limited time period; or may be granted subject to conditions as the Council may determine appropriate to mitigate adverse impacts, promote compatibility with surrounding uses, or otherwise necessary to meet the review criteria. Conditions may include, but shall not be limited to: requiring special setbacks, open spaces, fences or walls, landscaping or screening, street dedication and improvement, regulation of vehicular access and parking, signs, illumination, hours and methods of operation, control of potential nuisances, prescription of standards for maintenance of buildings and grounds, and prescription of development schedules. **Staff comment: Conditions of approval are recommended below.**
Section 7.16.100 – Site Plan.
This Section sets forth procedures and criteria for the review and approval of Site Plans.

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<th>Complies</th>
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<td><strong>(d)</strong></td>
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<tr>
<td>Review Criteria.</td>
<td>The following review criteria applies to review of Site Plans:</td>
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<td>(1)</td>
<td>All required information is shown on the Site Plan. Staff Comment: The Site Plan and accompanying information show improvements on the lot, utilities, topography, access and other features needed to demonstrate compliance with the applicable design standards.</td>
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<td>(2)</td>
<td>The lot size and lot dimensions are consistent with the approved Final Plat. Staff Comment: The property involved is the full extents of proposed Lot 1, Hayden Granary Final Plat, being considered concurrently. A condition is recommended below that states that the approval of this Site Plan is subject to approval and recording of the Hayden Granary Final Plat.</td>
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<td>(3)</td>
<td>No building, structures, or other improvements encroach or infringe upon any easements, including but not limited to: access, utility and drainage easements.</td>
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<td>(4)</td>
<td>The proposed site grading is consistent with the requirements of any applicable adopted storm drainage criteria or master drainage plans.</td>
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<td>(5)</td>
<td>The density and dimensions of the proposed improvements conform to the zone district standards.</td>
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<td><strong>(e)</strong></td>
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<td>Duration of Approval.</td>
<td>An approved Site Plan shall be effective for a period of three (3) years from the date of approval, unless otherwise stated on the approved Site Plan. Building permits shall not be issued based on Site Plans that have an approved date more than three (3) years old. Staff Comment: A condition is recommended below in this regard.</td>
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Chapter 7.20 – Zone Districts and Official Zoning Map

Section 7.20.110 – CBD Central Business District

Complies
Yes No
√ ___

Section Standards

(a) Intent. It is the intent of this district to encourage the redevelopment and expansion of the existing downtown commercial district; provide a concentration and mixture of civic, office, retail, restaurant, housing and cultural land uses; maintain and enhance the historic character of the original downtown; create a pedestrian oriented district; develop and promote small scale businesses; and promote shared or cooperative parking within or adjacent to the district. It is the intent of this district to allow retail uses on the first floor and businesses and residences or services on upper floors of buildings where appropriate. Staff comment: A concurrent rezoning application from Commercial (C) to Central Business District (CBD) is being reviewed. CBD zoning for this lot conforms to the direction provided by the Hayden Comprehensive Plan Future Land Use Map. A condition is recommended below that states that the approval of this Site Plan is subject to approval and recording of the ordinance approving the CBD zone change.

√ ___

(c) Conditional uses. Permitted conditional uses in the CBD District shall be as follows:
(1) Licensed bars and taverns
(10) Workshops and custom small industry uses

Staff comment: The scope of uses under this proposal conform to these conditionally permitted uses. A condition is recommended below that appropriate liquor licensing is in place at all times the brewery tap house and production facilities are in operation.

Chapter 7.24 – Development Standards

Section 7.24.020 – Application of Community Design Standards.
The Planning Commission … will evaluate each proposal based on these principles and the context within which each project is located. The principles are intended to be specific enough to guide development, but not to preclude creative design solutions. Applicants must substantially conform to the design principles in this Section unless it can be demonstrated that an acceptable alternative meets one or more of the following conditions:
Section 7.24.040 – Compact Urban Growth

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<th>Complies</th>
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<th>Section</th>
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<tr>
<td>(b)</td>
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<td>General Provisions.</td>
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<tr>
<td>(1)</td>
<td>Yes</td>
<td>No</td>
<td>No development shall be approved unless it is located within the establish Growth Management Area and is consistent with the Town Comprehensive Plan. <strong>Staff Comment:</strong> See analysis herein. A recommended finding in this regard is included below.</td>
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7.24.080 – Parking

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<td>(b)</td>
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<td>General Provisions.</td>
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<td>(11)</td>
<td>Yes</td>
<td>No</td>
<td>Adjacent on-street parking in the CBD: Central Business District. In order to promote a pedestrian scale and encourage a perception of safety in the CBD: Central Business District, parking may be satisfied using adjacent on-street parking or shared rear-lot parking areas. A parking study and shared parking agreements shall be used to demonstrate the adequacy of the parking supply as a substitute for standard parking requirements. <strong>Staff comment:</strong> The site plan shows N Walnut Street and E Lincoln Avenue adjacent to the lot being used to satisfy required parking.</td>
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| (c)      |     |    | Paved off-street parking requirements. |
| (1)      | Yes | No | Paved off-street parking shall be provided according to the minimum requirements as specified: Apartment dwellings: 1 space per bedroom, up to 2 per unit; Restaurant or similar: 1 space for each hundred square feet of gross leasable area; Business park/industrial: 1 space each for maximum number of employees present at any one time plus space to accommodate all trucks and other vehicles used in connection with the facility. **Staff comment:** Due to the mixed use on the site, a combined calculation is needed. The apartment requires 2 spaces and the |
tap house requires 12 spaces. The production operations vary with the number of employees though 3-5 is reasonable given the space dedicated to this use; as well there is 1 delivery vehicle. There are 15 spaces provided directly adjacent to the lot, 1 garage space that can be dedicated to the delivery vehicle, and no less than 10 other parking spaces along the streets and the adjacent Hayden Granary property. Required parking in the CBD: Central Business District can be met with on-street and shared parking. A condition is recommended below that requires that the 15 spaces shown on and adjacent to the Site Plan be paved.

(2) Off-street parking for commercial uses shall be sufficient to provide parking for employees of all proposed uses as well as long-term customer parking. Spaces reserved for employees shall be designated as such by means of striping and signage. Parking shall be located at the rear and sides of buildings to the greatest extent possible and screen from the view of streets as provided in this Article. Required parking in the CBD: Central Business District can be met with on-street and shared parking.

(e) Handicap parking spaces.

(4) Number of handicap parking spaces: Total parking spaces in lot: 1-25: 1 space required. *Staff Comment: A van accessible parking space is proposed to be provided, and such is adjacent to the proposed accessible tap house entry.*

Section 7.24.090 – Sidewalks

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<th>Complies</th>
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<td><strong>(b) General Provisions.</strong></td>
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<td><strong>(2) Sidewalks required.</strong> In all zone districts, except for the O district, sidewalks are required along both sides of a street. <em>Staff comment: The Site Plan does not show sidewalks as required by this standard. A condition is recommended below that requires that a plan be submitted designed in conformance with the standards for local streets and approved by the Town Manager to provide sidewalks along the south line of the lot.</em></td>
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### Section 7.24.150 – Landscape Design

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<td>Yes</td>
<td>(b) <strong>General Provisions.</strong> All land development applications shall be accompanied by an appropriate landscape plan … [a]ll landscaping within the community shall comply with the intent of these regulations. <strong>Staff Comment:</strong> The Site Plan indicates that the landscaped area is based on a lot size of 9,418 sq. ft. versus the 11,560 sq. ft. size of Lot 1, Hayden Granary Final Plat, will be upon approval of the Road Vacation. An addition 282 sq. ft. of landscaping is required. A condition is recommended below stipulating that a landscape plan is submitted that meets the applicable requirements of Section 7.24.150 including meeting the 15% minimum lot area requirement, provision of appropriate visibility for cars and pedestrians, and providing a management and maintenance plan.</td>
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<td>Yes</td>
<td>(7) <strong>Guarantee of Installation.</strong> Required landscape improvements shall be installed prior to issuance of a Certificate of Occupancy (CO) for all structures. If weather conditions prevent installation, the developer shall post a financial guarantee for the improvements. This guarantee shall be released upon completion of the installation of the landscaping. <strong>Staff Comment:</strong> A condition is recommended below that requires that the landscaping be installed prior to the issuance of any CO or a financial guarantee and associated agreement be provided.</td>
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### Section 7.24.190 – Commercial and Industrial Architecture.

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<tr>
<td>Yes</td>
<td>(c) <strong>CBD: Central Business District architectural standards.</strong></td>
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<td>Yes</td>
<td>(2) <strong>Multi-story, mixed-use structures.</strong> Commercial uses shall be contained in multi-story (two or three stories) mixed-use structures with commercial/retail uses on the ground level and above and/or apartment dwellings or offices on the upper levels. Such building shall vary in terms of footprint and architectural elevation.</td>
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(3) **Entries.** Transparent entries and large store-front windows are strongly encouraged. Recessed and other styles of window openings are desired.

(6) **Historic buildings.** Where feasible, historic structures shall be preserved and restored to allow for reuse as business.

### Section 7.24.220 – Lighting.

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<td>General Provisions.</td>
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(b) **Concealed light source.** Light sources shall be concealed or shielded to the maximum extent feasible to minimize the potential for glare and unnecessary diffusion on adjacent property and away from the vision of passing motorists. All lights shall be directed downward and the light source shall be equipped with “cut-off” devices so that it will not be visible from any adjacent property and to ensure that ambient skyward light is eliminated. Accent and flagpole lighting shall be permitted to be directed upward as long as the light source is shielded and not visible from any adjacent property. Light fixtures installed under canopies, awnings, overhangs and the like shall be fully recessed. *Staff comment:* *The application indicates that exterior lighting will be downcast and opaquely shielded.*

### Chapter 7.28 – Signs

#### Section 7.28.020 – Sign Permits and Administration

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<tr>
<td>Yes</td>
<td><strong>Sign permit required.</strong> To ensure compliance with the regulations of this Article, a sign permit shall be required in order to erect, move, alter, reconstruct or repair any permanent or temporary sign. <em>Staff comment:</em> <em>A condition in this regard is recommended below.</em></td>
</tr>
<tr>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>
RECOMMENDATION:

Conditional Use Permit

Findings of fact:

1. The proposed conditional use is consistent with the Comprehensive Plan and all applicable provisions of this Development Code and applicable state and federal regulations.
2. The proposed conditional use is consistent with the purpose and intent of the CBD: Central Business District and any applicable use-specific standards in the Development Code.
3. The proposed conditional use is compatible with the purpose and intent of the CBD: Central Business District and any applicable use-specified standards in the Development Code.
4. The proposed conditional use will not substantially alter the basic character of the CBD: Central Business District or jeopardize the development or redevelopment potential of the CBD: Central Business District.
5. The proposed conditional use will result in efficient on- and off-site traffic circulation which will not have significant adverse impact on the adjacent uses or result in hazardous conditions for pedestrians or vehicles in or adjacent to the site.
6. Any significant adverse impacts anticipated to result from the conditional use have been or will be mitigated or offset to the maximum extent practicable.
7. Facilities and services are or will be available to serve the subject property while maintaining adequate levels of service for existing development.
8. Adequate assurances of continuing maintenance have been provided.
9. The proposed conditional use meets all the applicable standards in Chapter 7.24 Development Standards.

Subject to the following conditions of approval:

1. The conditional use permit shall be authorized and approved by a resolution approved by the Town Council.
2. The conditional use permit shall be authorized subject to the Site Plan approval conditions of approval for the Yampa Valley Brewing Company tap house and production facility.

Major Site Plan

Findings of fact:

1. The property consider for development herein is located within the establish Growth Management Area consistent with the policies of the Town of Hayden’s Comprehensive Plan.
2. The proposal meets the standards of the Town of Hayden’s Development Code, is in general conformance with the intent and purpose 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. The effective date of this approval is the date upon which the Planning Commission approves the application. The approval shall expire three (3) years from its effective date, unless application for a building permit is made within the term of the approval or unless application for renewal of the Site Plan approval is approved pursuant to Section 7.16.020, Hayden Development Code (HDC).

2. The approval of this Site Plan is subject to approval and recording of the Hayden Granary Final Plat.

3. The approval of this Site Plan is subject to approval and recording of the ordinance approving the CBD zone change.

4. Appropriate liquor licensing shall be in place and valid at all times the brewery tap house and production facilities are in operation.

5. The 15 parking spaces shown on and adjacent to the Site Plan shall be paved.

6. A sidewalk plan to provide sidewalks along the south line of the lot shall be submitted that is designed in conformance with the applicable standards of Section 7.24.090(b), HDC, for local streets and approved by the Town Manager. Such plan shall provide that the sidewalks shall be installed or a financial guarantee is provided prior to the issuance of any Certificate of Occupancy (TCO/CO).

7. A landscape plan shall be submitted that meets the applicable requirements of Section 7.24.150, HDC, including meeting the 15% minimum lot area requirement, provision of appropriate visibility for cars and pedestrians, and providing a management and maintenance plan.

8. The landscaping shall be installed prior to the issuance of any Certificate of Occupancy (TCO/CO) or a financial guarantee and associated agreement shall be provided.

9. A sign permit shall be obtained under the applicable provisions of the HDC prior to placing any retail signage is erected on the property.

**MANAGER’S RECOMMENDATION/COMMENTS:** I concur with this recommendation.
RESOLUTION 2020-03

A RESOLUTION OF THE TOWN COUNCIL FOR HAYDEN, COLORADO APPROVING A CONDITIONAL USE PERMIT FOR 200 N WALNUT STREET, LOT 1, HAYDEN GRANARY FINAL PLAT, 200 WALNUT GRANARY LLC

RECIDALS

1. 200 Walnut Granary LLC desires to operate a brewery production facility and associated tap house/tasting room facility at 200 N Walnut Street, Lot 1, Hayden Granary Final Plat located in the Central Business District (CBD).

2. Licensed bars and taverns and workshops and custom small industry uses are permitted in the CBD as a conditional use if approved by the Town Council following review and recommendation by the Planning Commission and the holding of a public hearing by the Town Council.

3. The Planning Commission met on February 13, 2020 with the petitioner to review the conditional use criteria of the Hayden Development Code Section 7.16.060(c) and made the following findings of fact:

   A. The proposed conditional use is consistent with the Comprehensive Plan and all applicable provisions of this Development Code and applicable state and federal regulations.
   B. The proposed conditional use is consistent with the purpose and intent of the CBD: Central Business District and any applicable use-specific standards in the Development Code.
   C. The proposed conditional use is compatible with the purpose and intent of the CBD: Central Business District and any applicable use-specified standards in the Development Code.
   D. The proposed conditional use will not substantially alter the basic character of the CBD: Central Business District or jeopardize the development or redevelopment potential of the CBD: Central Business District.
   E. The proposed conditional use will result in efficient on- and off-site traffic circulation which will not have significant adverse impact on the adjacent uses or result in hazardous conditions for pedestrians or vehicles in or adjacent to the site.
   F. Any significant adverse impacts anticipated to result from the conditional use have been or will be mitigated or offset to the maximum extent practicable.
   G. Facilities and services are or will be available to serve the subject property while maintaining adequate levels of service for existing development.
   H. Adequate assurances of continuing maintenance have been provided.
   I. The proposed conditional use meets all the applicable standards in Chapter 7.24 Development Standards.

4. The Planning Commissioners recommended to the Town Council approval of the Conditional Use Permit subject to the following conditions:
The conditional use permit shall be authorized and approved by a resolution approved by the Town Council.

The conditional use permit shall be authorized subject to the Site Plan approval conditions of approval for the Yampa Valley Brewing Company tap house and production facility.

5. The Hayden Town Council held a public hearing on the conditional use application. A conditional use permit is revocable, may be granted for a limited time period, or may be granted subject to conditions as the Council may prescribe. Conditions may include, but shall not be limited to: satisfaction of the requirements contained in paragraph 4, above, requirements concerning special setbacks, open spaces, fences or walls, landscaping or screening, street dedication and improvement, regulation of vehicular access and parking, signs, illumination, hours and methods of operation, control of potential nuisances, prescription of standards for maintenance of buildings and grounds, and prescription of development schedules.

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

Section 1. The Town Council held a public hearing on the conditional use application on the 5th day of March, 2020 and subsequently made the following findings of fact:

A. The proposed conditional use is consistent with the Comprehensive Plan and all applicable provisions of this Development Code and applicable state and federal regulations.

B. The proposed conditional use is consistent with the purpose and intent of the CBD: Central Business District and any applicable use-specific standards in the Development Code.

C. The proposed conditional use is compatible with the purpose and intent of the CBD: Central Business District and any applicable use-specified standards in the Development Code.

D. The proposed conditional use will not substantially alter the basic character of the CBD: Central Business District or jeopardize the development or redevelopment potential of the CBD: Central Business District.

E. The proposed conditional use will result in efficient on- and off-site traffic circulation which will not have significant adverse impact on the adjacent uses or result in hazardous conditions for pedestrians or vehicles in or adjacent to the site.

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

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

H. Adequate assurances of continuing maintenance have been provided.

I. The proposed conditional use meets all the applicable standards in Chapter 7.24 Development Standards.

Section 2. The Town Council approves the conditional use permit subject to the following conditions:

1. The conditional use permit shall be authorized and approved by a resolution approved by the Town Council.
2. The conditional use permit shall be authorized subject to the Site Plan approval conditions of approval for the Yampa Valley Brewing Company tap house and production facility.

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

PASSED, APPROVED, AND RESOLVED THIS 5th DAY OF MARCH, 2020.

____________________________
J Timothy Redmond, Mayor

ATTEST:

____________________________
Sharon Johnson, Town Clerk
Dear Hayden Town Planner: Mary Alice Paige Allen,

January 30, 2020

My name is Alicia Penrose and I received a letter from you regarding your interest in my comments to the proposal of a project titled: 200 North Walnut Street – Yampa Valley Brewing Company.

I am strongly opposed to this proposal for the following reasons and concerns,

1: Privacy - We own our home located at 101 West Lincoln Ave which is directly across the street from 200 North Walnut, our house faces this address. We have a family of 5 that includes 3 minor children. For that reason, I am deeply concerned for our privacy, safety, and peace. I do not want a brewery right across the street from our house, or another brewery so close to the liquor store and current brewery.

2: Parking - There is already a problem with parking in our neighborhood because of the brewery’s current location at 106 East Jefferson Ave. People often park all around nearby residences and in each direction of the intersection of Walnut St. and Lincoln Ave, we personally have had problems with people parking all around our house, this past summer my husband and I were sitting outside and witnessed a hit and run right in front of our house.

3: Safety - I am concerned about the safety of my children, the children around the neighborhood, and the children of patrons at the current brewery. I often see unattended children playing in and near the street, I have had to slam on my brakes while driving by the brewery because children were running near the street. I believe that this proposal will make our neighborhood a bad place to live. Not only is the safety of the children a concern, I am also concerned about the safety of pedestrians, there is not a sidewalk in any direction of the new brewery’s proposed location.
I have lived at this address for around 7 years and see people speeding by all the time, I have seen people blow right through the two way stop signs on Lincoln Ave. I fear that more traffic will only cause unneeded problems at this location and it will negatively affect our neighborhood. I am also concerned that the new brewery may affect our ability to resell our home in the future.

My question to you is what is more important? Safe peaceful residential areas or more places to drink? I don't see any good coming out of allowing another brewery to be in our small community. There are very limited resources and things for our children to do. Why not only open this business district to aid in better recreation, and remedying this problem instead allowing more places for adults to get drunk?

The current brewery already has negatively affected this residential neighborhood in the following ways:

1. safety of children and pedestrians
2. privacy
3. noise of loud patrons
4. car accidents
5. crowded parking
6. drinking and driving
7. busy two way stop sign intersection

I really appreciate the opportunity to voice my comments and concerns about this proposal. I hope that the Town of Hayden will not allow another brewery to be in this location.

Sincerely,

Alicia Penrose

Alicia Penrose
Town Council Agenda Item

MEETING DATE: March 5, 2020

AGENDA ITEM TITLE: Yampa Valley Brewing Company Incentive Request

AGENDA SECTION: New Business

PRESENTED BY: Mary Alice Page-Allen

CAN THIS ITEM BE RESCHEDULED: Not Recommended

ATTACHMENTS: Staff Letter of Recommendation, 2/10/2020
YVBC Letter of Request, 12/18/2019

BACKGROUND REVIEW: Please refer to the attached letters which more fully outline the request and staff’s recommendation.

RECOMMENDATION: Move to approve the Yampa Valley Brewing Company Incentive Request as detailed in the Staff Letter of Recommendation dated February 10, 2020.

MANAGER’S RECOMMENDATION/COMMENTS: I concur with this request.
February 10, 2020

Paul Brinkman, Manager
Yampa Valley Brewing Company

via e-mail Paul.Brinkman@brinkmanpartners.com

RE: Financial Incentive Request and Support for Facility/Project
200 N. Walnut St, Hayden

Dear Paul:

The Town is in receipt of your letter of request dated December 18, 2019. Mathew Mendisco, Town Manager, and I have reviewed your requests for both financial and other support for your Yampa Valley Brewing Company (YVBC) project at 200 N Walnut Street, and Mathew asked that I follow-up with you accordingly. We’re excited to see your plans for the company’s expansion and growth as well as continuing to be a long-term presence in Hayden.

We understand that there are plans for two phases of improvements to the building: Phase I is the development of a new 2,000 sq. ft. tap room, and Phase II is a 1,500 sq. ft. addition for growing brewery production needs.

In accordance with the Town’s consideration of similar incentive requests, we are willing to make a recommendation to the Town Council as follows:

1. A full waiver of Municipal Review Fees and 70% of the Use Tax on building permit(s) for construction of Phase I and Phase II.
2. Personal Property Taxes and Sales Taxes for a period of time for the brewery as follows: 60% refund in 2020 (upon completion and opening of new facility), 60% refund in 2021, 25% refund in 2022, 25% refund in 2023.
3. Support of wayfinding signage along the highway identifying the brewery’s location and in accordance with Hayden: Wayfinding Signage Program Concepts, Summer 2014 or other similar signage plans subsequently approved by the Town.
4. That an Agreement authorizing a deferral of any upsize tap fees that may assessed to December 31, 2020 be supported. It should be noted that a transfer of an unused tap within the same development (subdivision) is permissible and should be investigated first if an upsized tap proves necessary.
5. A waiver of all planning fees except $600 (which has already been paid) associated with the proposed right-of-way vacation, zone change to CBD, replatting/subdivision and site plan review impacting the 200 N Walnut property and as such may involve the Granary property located at 198 E Lincoln Avenue.

We believe these incentives and associated support efforts are both generous as well as equitable given the previous similar authorizations approved by the Town. We would like to bring these recommendations forward at the March 5, 2020 Town Council meeting concurrently with those matters noted at Item #5 above that the Council will be considering. Please confirm that this schedule will work for you.

Thank you,

Mary Alice Page-Allen, MPA AICP CMC
Hayden Planning & Economic Development Director

:map

xc:file
Town of Hayden Request- Yampa Valley Brewing Company

Financial Incentive Request and Support for Facility/Project

12/18/2019

Background:

The Historic Hayden Granary was built in 1917 and still stands today as an icon for the early agricultural roots of Hayden. Listed on the County, State and National Registers of Historic Places the Granary continues to demonstrate how great food and drink brings people together- whether it's being grown, harvested, processed or enjoyed. Further improving various spaces in the Granary will continue to build the community aspect of the building, not to mention the commercial viability and economic benefit to the town of Hayden. We are excited that we have been able to acquire the property at 200 N. Walnut and the possible use of this property in conjunction with the continued improvement of the Granary building will create a significantly meaningful place and unique experience for customers and the community of Hayden.

Vision:

The current plan is to redevelop the 200 N. Walnut building and site for use by Yampa Valley Brewing Company with the first phase planned to be a new 2,000 sf Tap Room on the ground floor of the existing building and the second phase being a 1,500 sf addition to provide the space needed to meet the growing brewery production requirements (Conceptual drawings are attached). Currently both the tap house and brew house operate out of 1,000 sf of space in the property located on 106 W. Jefferson with current staff consisting of the brew master along with a beertender. The new tap house is envisioned to build on its current success but with more effective interior and exterior space utilization, we anticipate that one year from now our site sales from this taproom will have doubled. The brew house is currently producing beer that serves the tap house in Hayden, Craig and numerous stores and restaurants in the Yampa Valley. We anticipate with continued growth and with more effective space that our production could triple over the next 12 months. The economic impact to the community will be a combination of financial and through employment growth. We anticipate that the new facility will generate 2-3 new full-time employees and a 1-2 part time employees by the end of next year. The possibility of having a
food truck within the building during the winter months that would then be outside near the patio is also being considered.

It is our hope that with your support we will be able to have a long-term presence in the Hayden community and provide a quality experience and product for all the Yampa Valley.

**Impact within 12-18 months:**

We anticipate our sales tax contributions to increase by 100%, currently our Hayden sales tax contributions are forecast to be approximately $5,000 in 2019, $8000 in 2020 and $10,000 in 2021. If we decide to add a food truck, 2020 additional sales tax could be $ 7,000 in 2020, $10,000 in 2021 and $15,000 in 2022.

We anticipate the value of the existing building to increase by 155%, Purchase price was $354,000 and we anticipate the new value once complete to be close to $550,000

We estimate that the value of our personal property to increase by 300% to an estimated value of $250,000- 300,000.

**Requests of the Town:**

2) Personal Property and Sales Tax refund for a period of time, 75% refund in 2020, 75% in 2021, 50% in 2022 and 25% in 2023.
3) Support a location for significant signage on the highway.
4) Should we determine that an upsize in our water tap to be required, we request that an 18-month deferral for payment be available.
5) Support for the Right of Way Vacation along the South property line, Rezone to CBD and expeditious approval of our site plan.

We appreciate your consideration and look forward to working together on this project.

Sincerely,

Paul Brinkman

Manager, Yampa Valley Brewing Company
Town of Hayden

Town Council Agenda Item

MEETING DATE: March 5, 2020

AGENDA ITEM TITLE: Public Hearing: Hayden Village Townhomes, Filing No. 2, Final Plat

AGENDA SECTION: New Business

PRESENTED BY: Mary Alice Page-Allen

CAN THIS ITEM BE RESCHEDULED: Not Recommended

ATTACHED: Existing Conditions Site Plan
                      Hayden Village Townhomes, Filing No. 2, Final Plat
                      Hayden Village Townhomes Site Plan – Existing Conditions
                      Hayden Village Townhomes Site Plan – Proposed
                      Hayden Village Townhomes – Utility, Snow Storage & Drainage Plan
                      Zars Letter, 2/26/2020

BACKGROUND REVIEW:

The Applicant, Paul Brinkman, Brinkman Properties LLC, is the owner of the Hayden Village Townhomes (HVT) development located at 280 E Washington Avenue. HVT was platted and developed in 2018/2019 by Redstone LLC, and subsequently sold to the Applicant. The initial plat delineates five (5) duplex units, private access roadway and driveway easements, one (1) large open space common area and three (3) small open areas adjacent to roads or utility easements. The Applicant is proposing a second filing to develop the large open space piece (Open Space No. 1) for an additional duplex unit.

Adjacent property owners and appropriate agencies were notified of the public hearing on this matter. One area resident expressed concern about the lack of parking for the development and the impact of the development on neighborhood character. Public Works expressed concern about snow storage and removal, particularly when significant snowfall is experienced. A snow storage plan has been submitted. Addressing has stipulated that the units will need to be renumbered to provide logical identification specifically for emergency response. This will require the Filing No. 2 Final Plat include the full extents of the HVT development. No other comments have been received to date.
Planning review of the submittal materials and associated recorded documents bring a couple of matters that need to be addressed: 1) whether that Applicant has standing as the Declarant under the Covenants to partition and change the use(s) of common elements; and 2) whether the curb stop and existing water line located at the southeast corner of the property has been abandoned as was required when the project was originally reviewed and approved. It is anticipated that the existing Covenants will need to be amended or restated if the proposal is approved to incorporate changes, e.g. the additional lots’ sharing ratio.

As the plat proposes to reconfigure the public utility and maintenance easement along with the private access (which may also serve as emergency response access), this replatting is being handled under the Final Plat criteria overseen by Town Council.

The following regulations are applicable to a Final Plat consideration in this instance:

<table>
<thead>
<tr>
<th>Section 7.16.090 – Subdivisions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complies</td>
</tr>
<tr>
<td>Yes</td>
</tr>
<tr>
<td>(b) Subdivision Categories. Categories of subdivisions are established and defined as follows for the purpose of determining the appropriate subdivision review procedure:</td>
</tr>
<tr>
<td>(1) Major Subdivisions. Major subdivision include all subdivisions which (i) create six (6) or more separate parcels of land; (ii) subdivide a parcel greater than six (6) acres; or (iii) involve the dedication of public rights-of-way or construction of public improvements. Staff comment: This subdivision includes dedication of additional public utility and maintenance easement.</td>
</tr>
<tr>
<td>(d) Review Authority. The review authority for a subdivision application shall be determined by the subdivision category.</td>
</tr>
<tr>
<td>(1) Major Subdivision. Major subdivisions shall be required to obtain approval for a sketch plan, Preliminary Plan and a Final Plat. The Planning Commission shall review a sketch plan and Preliminary Plan for a major subdivision application and shall provide a recommendation to the Council after conducting a public hearing. The Council shall render the final decision on a Preliminary Plan for a major subdivision application after conducting a public hearing. The Council shall review the Final Plat for major subdivision applications and render a final decision after conducting a public hearing. Staff comment: Sketch plan and Preliminary Plan processes were undertaken and approval given at the time of the first subdivision plat filing. Council is reviewing this proposal under the Final Plat criteria.</td>
</tr>
</tbody>
</table>
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 Final Plat has been reviewed and marked up for the surveyor to make any needed changes.

(1) The Town Engineer shall compare the legal description of the subject property with the County records 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;

(2) 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;

(3) The Final Plat conforms to all Preliminary Plan criteria;

(4) The development will substantially comply with all sections of the Development Code;

(5) The Final Plat complies with all applicable technical standards adopted by the Town; and

(6) Appropriate utilities shall provide an ability to serve letters, including but not limited to water, sewer, electric, gas and telecommunications facilities. Staff comment: The property is currently served by these facilities. No concerns were identified.

RECOMMENDATION:

Move to approve the Hayden Village Townhomes, Filing No. 2, Final Plat, with the following findings of fact:

1. The Final Plat meets the standards of the Town of Hayden’s Development Code, is in general conformance with the intent and purpose 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:

1. The Final Plat shall be recorded within ninety (90) days from the date of approval by the Council unless an extension of this deadline is authorized in writing by the Mayor.

2. The Final Plat shall include the full extents of the Hayden Village Townhomes development, and the designation/redesignation of Unit Numbers shall comply with HaydenAddressing requirements.

3. Documentation shall be provided to Town staff, and reviewed by the Town Attorney if necessary, ascertaining that the Applicant has standing to partition and change the uses(s) of Common Elements.

4. Confirmation that the water curb located at the southeast corner of the property has been abandoned in accordance with Hayden Public Works Department requirements shall be provided prior to recording the Final Plat.

5. Amended or restated Covenants that appropriately address the changes proposed by Hayden Village Townhomes, Filing No. 2, shall be submitted for review and approved by Town staff, and the Town Attorney if necessary. Said amended or restated Covenants shall be recorded concurrently with the Final Plat.

MANAGER’S RECOMMENDATION/COMMENTS: I concur with this recommendation.
OWNERS OF THE LANDS LOCATED IN SECTION 10, T6N R88W, 6th PRINCIPAL MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

23.67' 1,362.9 S.F. 0.031 AC.

except as subordinated herein, the streets, park, trails, roads, and other public areas as shown hereon for construction and maintenance of all improvements of said streets, alleys, roads, park, easements and rights of way, and other public areas by Owner, until acceptance of maintenance therefore by the Town as provided in the Hayden Municipal Code and hereby dedicates those portions of land labeled utility easements for the installation and maintenance of public utilities and drainage as shown hereon. Owner further dedicates to Hayden Village Townhomes Owners Association for the benefit of all units within HAYDEN VILLAGE.

Paul Brinkman, Manager

STATE OF COLORADO } ss.
COUNTY OF ROUTT } 

Lore Marvin, Vice President

CONSENT OF ALL DEED OF TRUST BENEFICIARIES

I, GORDON R. DOWLING, PLS #30090, a duly registered land surveyor in the State of Colorado, do hereby certify that this plat has been prepared in compliance with all applicable laws of the State of Colorado at the time of this survey and within my control and is accurate to the best of my knowledge, information and belief.

This Plat of HAYDEN VILLAGE TOWNHOMES, FILING NO. 2 is approved for filing this ___ day of___________, 2020, by the Town of Hayden, trust being recorded at Reception No.                 , Routt County Records, expressly consent to and join in the platting and subdivision shown hereon, consent to and join in the platting and dedication of the easements, streets, alleys, trails, roads and public areas as shown or noted the streets, emergency service vehicle access easements, roads and other public areas shown hereon and utility easements for the installation and maintenance of public utilities and drainage as shown hereon. Consent of all deed of trust beneficiaries.

By: ___________________________

JOSEPH TIMOTHY REDMOND, MAYOR

ATTEST ______________________

SHARON JOHNSON, TOWN CLERK

WITNESS my hand and official seal.

My commission expires:  __________

GORDON R. DOWLING, PLS #30090

KIM BONNER, ROUTT COUNTY CLERK & RECORDER

This plat was accepted for filing in the Office of the Routt Clerk and Recorder on this 1. ALL OPEN SPACE AND COMMON ELEMENT AREAS ARE MAINTAINED PRIVATELY PER THE DECLARATION OF COVENANT, CONDITIONS, AND RESTRICTIONS FOR HAYDEN VILLAGE TOWNHOMES AT RECEPTION NO. 798051.

____________________________ Dated this ____day of __________, 2020

GORDON R. DOWLING, PLS #30090

NOTICE OF RESEARCH

This plat was (filed and) indexed as File No. SP________on _________________, 2020, at ______.m in the land survey plat records file and index system maintained in the office of the Routt County Clerk.

NOTICE:  ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED ON ANY DEFECT ACTION BE COMMENCED MORE THEN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.
Please submit the following comment to
the Hayden Town Council in regard to
the 280 E WA AVE - Hayden Village
Town Homes, Filing 2.

I feel the need for Brinkman Properties LLC
to add 2 additional units to the site is unnecesary for the following reasons:

1) Parking for vehicles next to the units
is already limited. Additional units
would lead to more cars on the
streets, and alleys.

2) The look and feel of the neighborhood
has been changed enough. To add to
what is already a high density living
area would be a mistake, changing
the look, noise level, & privacy further

3) No doubt Renton Co is in need of
affordable housing, but could the
2 additional units - or more - be
better placed on other property(s) that
Brinkman LLC owns?

Thank you, Hugh Zars
310 E WA, Hayden.

2-18-20
MEETING DATE: March 5th, 2020

AGENDA ITEM TITLE: Review and Consider Approval of Resolution 2020-04 Amending the 2019 Budget

AGENDA SECTION: New Business

PRESENTED BY: Mathew Mendisco

CAN THIS ITEM BE RESCHEDULED: No

BACKGROUND REVIEW: The December 31st 2019 financial statements have indicated that we need to amend our 2019 budget to reflect the expenditures in certain funds that were under appropriated due to increased activity and grants that covered that activity. The attached resolution has the various funds that needed to be amended.

RECOMMENDATION: Council approve Resolution 2020-04 as presented.

MANAGER’S RECOMMENDATION/COMMENTS: I concur with this recommendation
RESOLUTION NO. 2020-04

A RESOLUTION SUMMARIZING EXPENDITURES AND ADOPTING AN AMENDED BUDGET FOR THE TOWN OF HAYDEN, COLORADO FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2019 AND ENDING ON THE LAST DAY OF DECEMBER 2019

RECITALS

Whereas, A proposed draft budget was delivered to the Hayden Town Council on October 18, 2018, for its consideration; and

Whereas, Upon due and proper notice, published or posted in accordance with the Town of Hayden Home Rule Charter, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on December 6, 2018, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget; and

Whereas, the 2019 budget was adopted on December 6, 2018 and the mill levy was certified with Routt County; and

Whereas, expense that were expected to be paid in 2019 exceeded expenditure limits in the following funds as a result of extra projects and grants received by the Town which were completed in 2019.

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

Section 1. That amended estimated expenditures for each fund are as follows:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>$2,735,000.00</td>
</tr>
<tr>
<td>Recreation Fund</td>
<td>$115,000.00</td>
</tr>
<tr>
<td>Economic Development Fund</td>
<td>$120,000.00</td>
</tr>
<tr>
<td>Conservation Trust Fund</td>
<td>$450,000.00</td>
</tr>
<tr>
<td>Capital Improvement Fund</td>
<td>$2,650,000.00</td>
</tr>
<tr>
<td>Debt Service Fund</td>
<td>$320,000.00</td>
</tr>
</tbody>
</table>

Section 2. That the amended budget is submitted, and hereinabove summarized by fund, is hereby approved and adopted as the budget of the Town of Hayden for the year 2019.

Section 4. That the budget hereby approved and adopted shall be signed by the Mayor and the Town Clerk and made a part of the public records of the Town.
PASSED, APPROVED AND RESOLVED THIS 5th DAY OF MARCH, 2020.

__________________________________
J. Timothy Redmond, Mayor

ATTEST:

________________________________
Andrea Salazar, Deputy Town Clerk
MEETING DATE:  March 5, 2020

AGENDA ITEM TITLE:  Review and Consider Approval of Graves Consulting Proposal for Compensation Study

AGENDA SECTION:  New Business

PRESENTED BY:  Mathew Mendisco

CAN THIS ITEM BE RESCHEDULED:  Yes, but not recommended

BACKGROUND REVIEW:  Staff solicited for consultants to do a compensation study as we discussed during the budget process and Graves Consulting came highly recommended by the City of Steamboat Springs having just completed their compensation study in 2019. Due to the familiarity Graves has of the Yampa Valley and the employment dynamics staff is recommending that we sole source this contract to Graves Consulting to complete the Employee Compensation Study.

RECOMMENDATION:  Council move to approve the Graves Consulting agreement as presented.

MANAGER’S RECOMMENDATION/COMMENTS:  I concur with this recommendation
Compensation Study Proposal

February 2020

Submitted by: Laurie Graves, President
Graves Consulting, LLC

Graves Consulting, LLC
www.graveshrconsulting.com
918-639-6053
**Background**

Town Manager, Matthew Mendisco, from the Town of Hayden, contacted Graves Consulting to request a proposal for a comprehensive Compensation Study. The Town has an existing pay structure that is not currently serving their needs well. In addition to this project, we have been asked to submit proposals for two additional projects for the Town including a Staffing Analysis and an Employee Survey. Those proposals will be provided under separate cover.

**Assigned Resources**

The project lead for this project would be Laurie Graves, President of Graves Consulting, LLC and Eric Marburger, Senior Consultant.

Laurie and Eric have over 25 years of combined experience in compensation consulting work with municipalities in multiple states, with a large concentration in the state of Colorado. We have been working together for four years and take a very personalized and customized approach to compensation projects with our clients. We believe in a high touch approach that involves the leadership team for the client as well as department heads, employees and other stakeholders.

**Scope of Work Overview**

Graves Consulting will meet with the leadership team to discuss the project and set the projects goals and schedule. We will review and analyze everything related to the current structure including the existing wage scales and classification system for the Town, draft job descriptions, organization structure, and census data for all incumbents. We will analyze all the data, meet with stakeholders and work collaboratively to deliver a compensation and classification structure, pay philosophy and process that is customized to the Town and its unique needs. This will also include a rewrite of all current job descriptions for the Town and recommendations for implementation, potential solutions for internal equity or compression issues, ongoing pay structure maintenance and employee communication.

**Process Steps**

**Definition of Market**

In order to determine the appropriate market, Graves Consulting proposes to work closely with the Town and its leadership to determine the geographic area and organizational make-up of the market. Once this market is determined, Graves Consulting will extract data from valid, already existing wage surveys. It is proposed that Graves Consulting use data from the Colorado Municipal League (CML) as the primary data source, as the Town is a member
We have found that most public sector organizations define their matches with some sort of geographical boundary, but also may include organizations of similar size in a broader area. This provides statistically valid data on which to build the pay structure. Additionally, this may or may not include private sector organizations for applicable positions and we would intend to discuss this option with the Town prior to the analysis.

**Job Matching**

As we match the Town’s positions with survey data, we do it in conjunction with the Town. We have found the most efficient process to include:

- A review of the Town’s job descriptions (or overviews of the positions provided by leadership),
- Graves Consulting conducting preliminary job matches with as many the Town’s positions as possible,
- Members of the Town management team meeting with Graves Consulting to review and verify the job matches,
- Extracting the wage/range information from the data provided and compiling it for analysis.

**Pay Structure Design, Philosophies and Process**

We would meet with the leadership to discuss how the pay structure should be constructed or enhanced. We have worked with organizations that wanted an open range system, a step system or some combination of structures for different work groups. Range structure and width (sometimes called the grade spread) and distance between midpoints also need to be addressed based on the Town’s positions and the unique challenges of different functional areas. We also want to discuss how employees advance within the classifications system as this is critical to the implementation and ongoing maintenance of a competitive pay system. This guidance and the Town’s total rewards philosophy will guide us as to how to best construct the pay structure.

Based on the Town’s philosophy, we would design a classification and pay structure(s) that would allow flexibility and directly addresses the areas of largest concern. This is what we do best. We are able to hear what clients want as outcomes, discuss the pros and cons and deliver a product that best meets your needs. Should you contact any of our references, you will find that our strengths include flexibility, customization and creativity and are matched with our analytical and presentation skills. We believe the Town has unique needs and that you know your organization best. We do not simply propose one type of classification and pay structure in a one size fits all approach. We will listen to what your goals are and propose options that will best meet those goals and culture of the Town.

Additionally, we will establish a template for Job Descriptions that is suitable for the Town and provide revised Job Descriptions for all of the Town’s current positions. Through our work with many municipalities in Colorado, we are very familiar with many of the jobs and their duties and qualifications.
This scope of work described above will include frequent communications with the Town as well as a comprehensive final report. This final report will detail the process steps and our findings. It will also include an impact analysis with recommendations for implementation and ongoing maintenance as well as an employee communication plan.

Transparency throughout this process, with all stakeholders, is a foundational element to our success in delivering a compensation system and a plan for its implementation and maintenance that ensures the Town can attract, retain and engage talent. Our goal is to create a system that is objective versus subjective and can be openly shared with employees to drive transparency and trust that will benefit the Town for years to come.

As a full-service Human Resources consulting firm with dozens of municipal and private sector clients, we offer the ability to review and address a variety of HR challenges including recruiting and retention issues, benefit plan design, strategic planning, leadership development and employee communications. We understand that many times there are several related HR issues entangled with the compensation process. Additionally, we will continue to be available as a resource for follow up questions related to this project that arise during and after implementation at no additional expense.

At the conclusion of the project, we will provide a comprehensive final report that details our process, findings and recommendations as well as updated or revised pay scales and classification listing. Normally, our process would involve multiple onsite visits, but in an effort to keep costs down, we are proposing one onsite visit to gain as much information as we can and will communicate via phone, email or video conference other than that.

If the Town wishes to have us present the findings to the Town Council, we will be happy to do that and will only pass on actual travel costs associated with that trip as an addition to the total costs quoted below.

**Total Costs**

Total costs include routine expenses, travel, mileage and incidental costs. Total project costs, including all services listed above, would not exceed $8,200. However, as noted above, an additional onsite visit to present to Town Council may incur additional travel costs unless we can combine this with an onsite visit for one of the additional projects we’ve been asked to propose.
Assumptions

The Town of Hayden will provide the following in a timely manner:

- Current Job Descriptions (or draft outlines/overviews) for all positions included in the scope of this study
- Copy of the current pay structure and any back up documentation
- Current census file for incumbents in all positions included in the scope
- Overview of organization structure for the Town
- Reasonable and timely access to all internal staff for onsite meetings and follow up discussions via phone or email as needed

Project Timeline

In our experience, a project of this scope should be able to be complete within 3 months of the project kickoff. We know that the Town needs this project complete by July in order to consider mid-year adjustments. We would recommend beginning in April or May, knowing that current CML survey data is normally available sometime in May.

References

Graves Consulting has worked with many municipal clients on projects very similar to this and are pleased to provide the following references:

City of Steamboat Springs, CO
Wendy Friden, Human Resource Manager
970-871-8221; wfriden@steamboatsprings.net

Town of Snowmass Village, CO
Kathy Fry, Human Resources Director
970-922-2242; kfry@tosv.com

The Town of Estes Park, CO
Jackie Williamson, Administrative Services Director
970-577-4771; jwilliamson@estes.org
Town of Hayden

Town Council Agenda Item

MEETING DATE: March 5, 2020

AGENDA ITEM TITLE: Review and Consider Approval of USDA Rural Business Development Grant for Design Services for 135 Walnut via Business Incubator

AGENDA SECTION: New Business

PRESENTED BY: Mathew Mendisco

CAN THIS ITEM BE RESCHEDULED: Yes, but not recommended

BACKGROUND REVIEW: Staff has spoken with USDA and they have encouraged us to apply for the Rural Business Development Grant to help us complete our final design and construction documents for 135 Walnut Street. We anticipate this to be 40K which we have budgeted match of match of 10k.

RECOMMENDATION: Council approved moving forward with the USDA RBDG Grant as presented.

MANAGER’S RECOMMENDATION/COMMENTS: I concur with this recommendation