

AGENDA

TOWN OF HUDSON - BOARD OF TRUSTEES REGULAR MEETING

January 20, 2016 - 6:00 P.M.

PLEDGE OF ALLEGIANCE

CALL TO ORDER AND ROLL CALL

ADDITIONS TO AGENDA

CITIZEN'S COMMENTS

1) CONSENT AGENDA

(Consent Agenda Items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda Items unless a Board member or Citizen so requests, in which case the item may be removed from the Consent Agenda and considered at the end of the Regular Agenda.)

- a. Board of Trustees Meeting Minutes – January 6, 2016
- b. Payment of Bills

2) PUBLIC HEARING

- a. Kerr McGee Oil & Gas Onshore LP, An Anadarko Company, Use by Special Review, Shaklee Well Pad Site, Case No. 15-13 USR.

3) GENERAL BUSINESS

- a. Resolution 16-03, Appointment to the Board of Trustees of the Hudson Public Library
- b. Resolution 16-05, Home Rule Charter referendum to the voters for the election on April 5, 2016
- c. Recognition of Home Rule Charter Commission members
- d. Donation Agreement between the Town of Hudson and Greeley Area Habitat for Humanity
- e. Beet Farm Subdivision, Case No. 15-12 S
- f. Use by Special Review, Kerr McGee Oil & Gas Onshore LP, An Anadarko Company, Use by Special Review, Shaklee Well Pad Site, Case No. 15-13 USR
- g. Resolution 16-06, Joint Resolution supporting local schools
- h. Resolution No. 16-05, IGA with Fort Lupton for use of recreation center
- i. Town Marshal Policies
- j. Intergovernmental Agreement, City of Ft. Lupton, Evidence storage and retention
- k. EIAF 8072, Town Hall Grant Agreement, Energy and Mineral Impact Assistance Fund

4) STAFF REPORTS

5) ADJOURNMENT

MINUTES
TOWN OF HUDSON - BOARD OF TRUSTEES
REGULAR MEETING
January 6, 2016 - 6:00 P.M.

PLEDGE OF ALLEGIANCE

CALL TO ORDER AND ROLL CALL

Mayor Patch called the meeting to order at 6:00 p.m.

ROLL CALL

Mayor, Raymond Patch - Present
Trustee, Matt Cole – Absent
Trustee, Laura Hargis – Present
Trustee, Christine Hamilton – Present
Trustee, Julia Stell – Present
Trustee, Terri Davis – Present
Trustee, Maria Chavez - Present

Town Clerk/Treasurer, Linnette Barker took roll call, and a quorum of the Mayor Pro-Tem and (5) Trustees were present.

Town Staff Present:

Town Administrator – Joe Racine
Town Attorney – Corey Hoffmann
Town Clerk/Treasurer– Linnette Barker
Economic Development Director – Dan Hamsmith
Public Works Director – Ron Allen
Utility Director – Hunter Fobare
Public Safety Director – Brent Flot
Recreation/Events Coordinator – Billie Stam

ADDITIONS TO AGENDA

CITIZEN'S COMMENTS

Chief Gabrielson, Hudson Fire Protection District, reported that the 2015 year-end report is complete. The District handled 755 calls in 2015. The District has 18 career Firefighters and will have 24/7 coverage with three Firefighters at the Hudson Station and three Firefighters at the Lochbuie Station. The District changes are outlined in the 2015 year-end report. The Strategic Planning Group meeting will be next Monday at 5:30 pm.

1) CONSENT AGENDA

(Consent Agenda Items are considered routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda Items unless a Board member or Citizen so requests, in which case the items may be removed from the Consent Agenda and considered at the end of the Regular Agenda.)

- a. Board of Trustees Minutes, Regular Meeting, December 2, 2015
- b. Payment of Bills

c. Liquor License Renewal – El Faro Restaurant

Trustee Hamilton made a motion, seconded by Trustee Hargis to approve the Consent Agenda.

The vote was as follows:

Aye: Trustees Hamilton, Hargis, Stell, Chavez, Davis and Mayor Patch

Nay - None

Mayor Patch declared the motion carried.

2) PUBLIC HEARING

a. Supplemental Appropriation, 2015 Budget, Library Fund

Mayor Patch opened the Public Hearing for the proposed supplemental appropriation in the 2015 Budget at 6:05 pm.

Joe Racine, Town Administrator, reported that the construction of the new library overlapped the end of fiscal year 2014 and the beginning of fiscal year 2015. The budgeted expenses for the library construction in the 2015 budget did not correctly anticipate that portion of the construction cost that would be incurred in 2015. The total amount appropriated for 2015 in the Library Fund was \$2,264,541; the actual expenses incurred are approximately \$2,850,000. In order to ensure that the actual end of year expense is within the budgeted amount the supplemental appropriation is increased by \$700,000 to a new total of \$2,964,541.00.

No public comment.

Trustee Cole arrived at approximately 6:08 pm.

Mayor Patch closed the Public Hearing at 6:10 pm.

3) GENERAL BUSINESS

a. Resolution 16-01, A Resolution establishing a designated Public Place for the Posting of Meeting Notices as required by the Colorado Open Meetings Law

Trustee Hargis made a motion, seconded by Trustee Stell to approve Resolution 16-01, A Resolution establishing a designated Public Place for the Posting of Meeting Notices as required by the Colorado Open Meetings Law.

The vote was as follows:

Aye: Trustees Hargis, Stell, Cole, Davis, Chavez, Hamilton and Mayor Patch

Nay – None

Mayor Patch declared the motion carried.

- b. Resolution 16-02, Appointment of Cecilia Aichelman as a Commissioner of the Hudson Housing Authority

Trustee Hamilton made a motion, seconded by Trustee Chavez to approve Resolution 16-02, Appointing Cecilia Aichelman as a Commissioner of the Hudson Housing Authority.

The vote was as follows:

Aye: Trustees Hamilton, Chavez, Hargis, Cole, Stell, Davis and Mayor Patch

Nay – None

Mayor Patch declared the motion carried.

- c. Resolution 16-03, Appointments to the Board of Trustees of the Hudson Public Library.

Trustee Hargis made a motion, seconded by Mayor Patch to table this until the next Regular Board of Trustees Meeting on January 20, 2016 when the applicants for the two vacancies on the Hudson Public Library Board of Trustees could be present.

The vote was as follows:

Aye: Trustees Hargis, Davis, Cole, Stell, Hamilton, Chavez and Mayor Patch

Nay - None

Mayor Patch declared the motion carried.

- d. Resolution 16-04, 2015 Budget Supplement, Library Fund

Trustee Hamilton made a motion, seconded by Trustee Chavez to approve Resolution 16-04, A Resolution approving a supplemental appropriation for the 2015 Budget of the Town of Hudson.

The vote was as follows:

Aye: Trustees Hamilton, Chavez, Davis, Stell, Cole, Hargis and Mayor Patch

Nay - None

Mayor Patch declared the motion carried.

- e. Grant contract with the Colorado Department of Local Affairs, EIAF #9046 – Hudson Best & Brightest Intern.

Joe Racine, Town Administrator, reported that the Town was awarded a matching grant from the Colorado Department of Local Affairs for a management intern through the “Best & Brightest” program.

Trustee Hargis made a motion, seconded by Trustee Stell to approve Grant Contract with the Colorado Department of Local Affairs, EIAF #9046, Hudson Best & Brightest Intern.

The vote was as follows:

Aye: Trustees Hargis, Stell, Cole, Hamilton, Chavez, Davis and Mayor Patch

Nay - None

Mayor Patch declared the motion carried.

- f. Ordinance 15-15, Second Reading, An Ordinance approving the conveyance of Town-owned property known as Lots 17 through 20, Block 1, Hudson Heights Addition, plus the adjoining vacated north fifteen feet of Fifth Avenue.

Joe Racine, Town Administrator, reported that this ordinance makes the sale of the old public works facility property at 5th Avenue and Cherry Street possible.

Trustee Cole made a motion, seconded by Trustee Hargis to approve Ordinance 15-15, Second Reading, An Ordinance approving the conveyance of Town-owned property known as Lots 17 through 20, Block 1, Hudson Heights Addition, plus the adjoining vacated north fifteen feet of Fifth Avenue.

The vote was as follows:

Aye: Trustees Cole, Hargis, Stell, Hamilton, Davis, Chavez and Mayor Patch

Nay - None

Mayor Patch declared the motion carried.

- g. Donation Agreement between the Town of Hudson and Greeley Habitat for Humanity.

Trustee Hargis made a motion, seconded by Trustee Cole to table this until the next regular Board of Trustees Meeting on January 20, 2016.

The vote was as follows:

Aye: Trustees Hargis, Cole, Davis, Stell, Chavez, Hamilton and Mayor Patch

Nay - None

Mayor Patch declared the motion carried.

- h. Ordinance 15-16, Second Reading, An Ordinance repealing and reenacting Section 2-11 of the Hudson Municipal Code regarding deadlines for affidavits for Write-In Candidates and Cancellation of Elections.

Corey Hoffmann, Town Attorney, reported that this Ordinance would amend a portion of the Hudson Municipal Code to coincide with new statutory provisions.

Trustee Hargis made a motion, seconded by Trustee Davis to approve Ordinance 15-16, Second Reading, An Ordinance repealing and reenacting Section 2-11 of the Hudson Municipal Code regarding deadlines for affidavits for Write-In Candidates and Cancellation of Elections.

The vote was as follows:

Aye: Trustees Hargis, Davis, Cole, Hamilton, Stell, Chavez and Mayor Patch

Nay - None

Mayor Patch declared the motion carried.

i. Agreement for Professional Services, Town Hall Owner's Representative, RKG, Inc.

Joe Racine, Town Administrator, reported that RKG, Inc. was the owner's representative for the new Library and advisor to the Town on the new public works facility. This agreement is for RKG, Inc. to be the owner's representative for the New Town Hall project. The cost for an estimated 560 hours of consulting services would be a maximum billable amount of \$50,960.00. This would provide for hands-on management from pre-construction through post-construction of the project.

Trustee Hamilton made a motion, seconded by Trustee Stell to approve the Professional Services Agreement with RKG, Inc. for the Town Hall project.

The vote was as follows:

Aye: Trustees Hamilton, Stell, Hargis, Davis, Chavez, Cole and Mayor Patch

Nay - None

Mayor Patch declared the motion carried.

j. Ordinance 16-01, Emergency Ordinance, Creating the Department of Public Safety

Joe Racine, Town Administrator, reported that this Ordinance is for the establishment of a new "Department of Public Safety" in the Municipal Code that would be managed by the new Town Marshal.

Trustee Hargis made a motion, seconded by Trustee Cole to approve Ordinance 16-01, Emergency Ordinance, Creating the Department of Public Safety.

The vote was as follows:

Aye: Trustees Hargis, Cole, Davis, Chavez, Hamilton, Stell and Mayor Patch

Nay - None

Mayor Patch declared the motion carried.

k. Ratification, Indirect Law Enforcement Service Agreement

Brent Flot, Public Safety Director, explained that this agreement is to provide the Town with emergency services when a Hudson Marshal is not on duty. This is for ratification of an informal approval by the Board after the last meeting.

Trustee Stell made a motion seconded by Trustee Chavez to approve the ratification for the Indirect Law Enforcement Service Agreement.

The vote was as follows:

Aye: Trustees Stell, Chavez, Cole, Hargis, Hamilton, Davis, and Mayor Patch

Nay - None

Mayor Patch declared the motion carried.

I. User Agreement, CJIS Computer Systems Colorado Bureau of Investigation

Brent Flot, Public Safety Director, explained that this is a user agreement is for CJIS (Criminal Justice Information System) and CBI. This allows law enforcement to obtain criminal, civil, and drivers licensing information. This agreement allows the town to apply for an ORI (Originating Agency Identifier), which is needed to submit evidence to CBI, to utilize the Records Management System and to transfer information to the National Incident Based Reporting System and Uniform Crime Reporting indexes.

Vote deferred to later in the agenda.

m. Greeley/Weld County Public Safety Confidentiality of Information and System User Agreement

Brent Flot, Public Safety Director, explained that each user who has access to the Criminal Justice Information System completes the user agreement for confidentiality of information.

Vote deferred to later in the agenda.

n. Agreement Consolidated Communications Network of Colorado, Inc. Statewide Digital Trunked Radio System Participant.

Brent Flot, Public Safety Director, explained that this agreement is to acknowledge the requirements associated with using the statewide digital trunked radio system. This service is mandatory for any first responder to communicate with dispatch and other first responders.

Vote deferred to later in the agenda.

o. Memorandum of Understanding, Weld County Victim Advocate Service Unit

Brent Flot, Public Safety Director, explained that this Memorandum of Understanding is necessary for liability issues to protect the Town of Hudson. The Weld County Victim Advocate Service is available 24/7 to provide victims of statutorily defined crimes services to help cope with their loss.

Vote deferred to later in the agenda.

p. Memorandum of Understanding with Weld County concerning the establishment of a Special Weapons and Tactics Team (SWAT)

Brent Flot, Public Safety Director, explained that this Memorandum of Understanding with Weld County is essential to assist in the protection of Hudson citizen's. The service is available 24/7 and allows the SWAT Team to respond to critical events beyond the capabilities of the Marshal's Office.

Vote deferred to later in the agenda.

- q. Agreement between the Board of County Commissioners of the County of Douglas and the Hudson Police Department – Sex Offender List Management

Brent Flot, Public Safety Director, explained that this agreement is for maintenance of registered sex offenders located in the Town of Hudson. Douglas County maintains the website, which contains the list of offenders within the jurisdiction.

Vote deferred to later in the agenda.

- r. Weld County Regional Communications User Agreement

Brent Flot, Public Safety Director, explained that this agreement provides clarification on the cost for dispatch services, definition of dispatch services, and the requirement of the Town of Hudson.

Vote deferred to later in the agenda.

- s. Discussion – Staffing levels in Town Marshal’s Office

Joe Racine, Town Administrator, reported that with a reasonable on-call schedule and considering training, vacation, and other anticipated time off and in consideration of the drastically reduced level of “indirect” services that will be provided from the Weld County Sheriff’s Office, there is no practical way to cover the town with two officers. He requested approval by the Board for a second Deputy Marshal position.

Mayor Patch made a motion, seconded by Trustee Hargis to approve Agenda items L through S.

The vote was as follows:

Aye: Trustees Hargis, Davis, Cole, Stell, Chavez and Mayor Patch

Nay – Trustee Hamilton

Mayor Patch declared the motion carried.

3) STAFF REPORTS

Joe Racine, Town Administrator, reported that the Home Rule Charter Commission approved the Home Rule Charter and referred the Charter to the Board of Trustees. The Board of Trustees will consider the Charter and referendum to the voters for the April Election at the January 20, 2016 Regular Board of Trustees Meeting.

Joe Racine, Town Administrator, reported water model is nearing completion and will discuss at a Work Session with KBN Engineering in February or March.

Joe Racine, Town Administrator, reported that we have received a couple of complaints regarding the clearing of snow from sidewalks. The Town of Hudson does not have an Ordinance requiring the clearing of sidewalks. Corey Hoffmann, Town Attorney will draft a sidewalk-clearing ordinance for the Board’s consideration for residential and commercial.

Billie Stam, Recreation/Events Coordinator, reported that the NOAA weather radios have been ordered and should be here Monday. The first Senior Meet and Greet will be held on January 19, 2016 at the Library, surrounding areas have been invited.

Ron Allen, Public Works Director, reported that he is working on getting a quote for patching Hudson Drive by Farm & Home Lumber. The Public Works Department is fully moved into the new Town Shop.

Hunter Fobare, Utility Director, reported that the SBR Feed pump has been replaced and the wastewater plant is fully on-line. Continuing to work on replacing the water meters, this is approximately 60% complete.

Dan Hamsmith, Economic Development Director, reported that FEMA has approved the Disaster Mitigation Plan with the Weld County Office of Emergency Management. The plan will come to the Town of Hudson for approval sometime in February.

Mayor Patch reported that the School Board has requested representatives to be on the Citizens Advisory Committee and has requested that someone from the Hudson Board of Trustees be a representative. Trustee Stell and Chavez requested additional information.

Mayor Patch reported that on February 1, 2016 at 7:00 pm at the Hudson Fire Station will be the Ceremony to swear-in the new Town Marshal and Deputies.

ADJOURNMENT

The meeting adjourned at approximately 7:29 p.m.

TOWN OF HUDSON, COLORADO

Mayor

ATTEST

Town Clerk

Report Criteria:

Report type: GL detail

Check.Type = {<->} "Adjustment"

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
01/15/2016	51323	1079	4Rivers Equipment	35480	Hydraulic Oil for Mack	10-68-6633	225.00
Total 51323:							225.00
01/15/2016	51324	1233	Ambiente H2O Inc.	160005	SBR Feed Pump Rebuild	75-68-6633	10,524.00
Total 51324:							10,524.00
01/15/2016	51325	886	At Your Service Electric	15403	Electrical for Gate at New PW Shop	10-68-6633	1,567.42
Total 51325:							1,567.42
01/15/2016	51326	45	AT&T	010416-0202	Long Distance Service	10-64-6410	87.49
01/15/2016	51326	45	AT&T	010416-0202	Long Distance Service	10-68-6410	43.75
01/15/2016	51326	45	AT&T	010416-0202	Long Distance Service	70-64-6410	43.75
01/15/2016	51326	45	AT&T	010416-0202	Long Distance Service	70-68-6410	43.74
Total 51326:							218.73
01/15/2016	51327	683	Bratton's Office Equipment Inc.	013634	Canon Contract / Meter Charge	10-64-6633	859.53
Total 51327:							859.53
01/15/2016	51328	46	CarQuest Auto Parts Stores	2057-376538	New Wire for Trailer	10-68-6633	134.31
Total 51328:							134.31
01/15/2016	51329	1041	Caselle Inc.	70489	Contract Support and Maintenance - February 2016	10-64-6740	262.50
01/15/2016	51329	1041	Caselle Inc.	70489	Contract Support and Maintenance - February 2016	70-64-7733	131.25
01/15/2016	51329	1041	Caselle Inc.	70489	Contract Support and Maintenance - February 2016	75-64-7733	131.25
Total 51329:							525.00
01/15/2016	51330	36	Colorado Analytical Laboratories I	151229032	Wastewater Samples	75-68-6633	111.60
01/15/2016	51330	36	Colorado Analytical Laboratories I	160105074	Wastewater Samples	75-68-6633	111.60
01/15/2016	51330	36	Colorado Analytical Laboratories I	160105076	Water Samples	70-68-6633	39.40
Total 51330:							262.60
01/15/2016	51331	50	Colorado Water Conservation Boa	010416 - LO	Loan Contract No. C153663	70-98-7650	30,039.94
01/15/2016	51331	50	Colorado Water Conservation Boa	010416 - LO	Loan Contract No. C153663	70-98-7651	16,401.20
Total 51331:							46,441.14
01/15/2016	51332	33	DPC Industries Inc.	737005638-1	Chemicals - Caustic Soda	70-68-6710	187.80
01/15/2016	51332	33	DPC Industries Inc.	737005640-1	Chemicals - Sodium Hypo	75-68-6710	979.99
Total 51332:							1,167.79
01/15/2016	51333	53	Farm & Home Lumber	011016-8720	Gutters for Town Hall	10-64-6415	86.79

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
01/15/2016	51333	53	Farm & Home Lumber	011016-8720	Gutters for Town Hall	10-64-6415	152.35
01/15/2016	51333	53	Farm & Home Lumber	011016-8720	Paint for Office Trailer	10-67-6710	45.98
01/15/2016	51333	53	Farm & Home Lumber	011016-8720	Carpet Cleaner for Trailer	10-69-6633	25.00
01/15/2016	51333	53	Farm & Home Lumber	011016-8720	WW Supplies	75-68-6710	68.15
01/15/2016	51333	53	Farm & Home Lumber	011016-8720	Pump Parts	75-68-6710	30.80
01/15/2016	51333	53	Farm & Home Lumber	011016-8720	Meter Pain	70-68-6710	10.30
01/15/2016	51333	53	Farm & Home Lumber	011016-8720	Paint for Office Trailer	10-69-6710	25.99
01/15/2016	51333	53	Farm & Home Lumber	011016-8720	Supplies	70-68-6710	4.94
01/15/2016	51333	53	Farm & Home Lumber	011016-8720	Tools for Plant	70-68-6735	15.28
01/15/2016	51333	53	Farm & Home Lumber	011016-8720	Supplies	70-68-6710	16.19
01/15/2016	51333	53	Farm & Home Lumber	011016-8720	Drill Bits	10-68-6735	52.75
01/15/2016	51333	53	Farm & Home Lumber	011016-8720	Return --- Lumber	10-68-6710	123.39-
01/15/2016	51333	53	Farm & Home Lumber	011016-8720	Lumber for Shelves & Work Bench	10-68-6710	669.28
01/15/2016	51333	53	Farm & Home Lumber	011016-8720	Boot Scraper	10-64-6710	14.95
01/15/2016	51333	53	Farm & Home Lumber	011016-8720	Squeegee for PW Shop	10-68-6735	58.88
01/15/2016	51333	53	Farm & Home Lumber	011016-8720	Town Hall Gutters	10-64-6415	13.70
01/15/2016	51333	53	Farm & Home Lumber	011016-8720	Sign Repair	10-68-6712	9.51
01/15/2016	51333	53	Farm & Home Lumber	011016-8720	Town Hall Gutters/Downspout	10-64-6415	15.93
01/15/2016	51333	53	Farm & Home Lumber	011016-8720	Socket	10-68-6735	3.72
01/15/2016	51333	53	Farm & Home Lumber	011016-8720	Supplies	75-68-6710	5.25
01/15/2016	51333	53	Farm & Home Lumber	011016-8720	Supplies	70-68-6710	25.35
01/15/2016	51333	53	Farm & Home Lumber	011016-8720	Christmas Lights Base Fixture	10-68-7736	19.98
01/15/2016	51333	53	Farm & Home Lumber	011016-8720	Ice Melt - Town Hall	10-64-6710	20.00
01/15/2016	51333	53	Farm & Home Lumber	011016-8720	Street Sign Repair - Nuts, Bolts, Washers	10-68-6712	2.19
01/15/2016	51333	53	Farm & Home Lumber	011016-8720	Heater	70-68-6710	29.69
01/15/2016	51333	53	Farm & Home Lumber	011016-8720	Supplies	75-68-6710	7.07
01/15/2016	51333	53	Farm & Home Lumber	011016-8720	Street Sign Repair - Nuts, Bolts, Washers	10-68-6712	92.40
01/15/2016	51333	53	Farm & Home Lumber	011016-8720	Batteries for Locates	10-68-6710	16.65
01/15/2016	51333	53	Farm & Home Lumber	011016-8720	Work Bench	10-68-6735	145.59
01/15/2016	51333	53	Farm & Home Lumber	011016-8720	Electrical Tape, Batteries	10-68-6735	18.34
01/15/2016	51333	53	Farm & Home Lumber	011016-8720	Work Bench	10-68-6735	23.50
01/15/2016	51333	53	Farm & Home Lumber	011016-8720	Key	10-68-6720	2.00
01/15/2016	51333	53	Farm & Home Lumber	011016-8720	Supplies for PW Shop	10-68-7736	25.28
01/15/2016	51333	53	Farm & Home Lumber	011016-8720	Supplies	70-68-6710	3.50
Total 51333:							1,633.89
01/15/2016	51334	22	Hoffmann Parker Wilson & Carber	123115-4080	Legal Services - Administration	10-64-6630	1,910.50
01/15/2016	51334	22	Hoffmann Parker Wilson & Carber	123115-4080	Legal Services - Community Development	10-64-6630	165.00
01/15/2016	51334	22	Hoffmann Parker Wilson & Carber	123115-4080	Legal Services - Municipal Court	10-64-6630	379.50
01/15/2016	51334	22	Hoffmann Parker Wilson & Carber	123115-4080	Legal Services - Home Rule Charter Commission	10-64-6630	7,410.00
Total 51334:							9,865.00
01/15/2016	51335	117	J&S Contractors Supply Co.	0056592-IN	Blades for Plow	10-68-6710	706.76
Total 51335:							706.76
01/15/2016	51336	840	Ketterling Butherus & Norton Engi	1131-001/00	Engineering - Town	10-64-6640	641.30
01/15/2016	51336	840	Ketterling Butherus & Norton Engi	1131-001/00	Engineering - Water	70-64-6640	46.50
01/15/2016	51336	840	Ketterling Butherus & Norton Engi	1131-001/00	Engineering - Love's Hotel	10-64-6636	69.25
01/15/2016	51336	840	Ketterling Butherus & Norton Engi	1131-001/00	Engineering - Beet Farm	10-64-6636	373.90
01/15/2016	51336	840	Ketterling Butherus & Norton Engi	1131-002/00	1131-002 Hudson Water System Model	70-71-6640	3,500.00

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 51336:							4,630.95
01/15/2016	51337	1140	Laura Hargis	010616	Water for Meetings	10-61-6212	4.50
Total 51337:							4.50
01/15/2016	51338	492	Linnette Barker	011416	Mileage - Bank Deposits	10-64-6213	39.20
01/15/2016	51338	492	Linnette Barker	011416	Cell Phone - January 2016	10-64-6410	25.00
Total 51338:							64.20
01/15/2016	51339	1293	Longs Peak Equipment Company	03817562	Blade for Gator	10-69-6735	1,719.22
Total 51339:							1,719.22
01/15/2016	51340	853	Love's Travel Stops & County Stor	636996000	Fuel - PW Department	10-68-6416	1,080.65
01/15/2016	51340	853	Love's Travel Stops & County Stor	636996000	Fuel - Code Enforcement	10-66-6416	65.37
01/15/2016	51340	853	Love's Travel Stops & County Stor	636996000	Fuel - Water Department	70-68-6416	169.47
01/15/2016	51340	853	Love's Travel Stops & County Stor	636996000	Fuel - WW Department	75-68-6416	96.64
Total 51340:							1,412.13
01/15/2016	51341	950	Lowe's	010216	Drill Set	10-68-6735	429.34
01/15/2016	51341	950	Lowe's	010216	Plant Tools	75-68-6735	55.04
Total 51341:							484.38
01/15/2016	51342	95	North Front Range Water Quality	010716	2016 Membership Dues	75-64-6211	477.00
Total 51342:							477.00
01/15/2016	51343	1186	Pinnacle Bank	010116-4035	Home Rule Charter Meetings	10-64-6212	201.59
Total 51343:							201.59
01/15/2016	51344	1187	Pinnacle Bank - 2	010116-4076	Gift Cards for Christmas Lighting Singers	10-69-6730	60.00
01/15/2016	51344	1187	Pinnacle Bank - 2	010116-4076	SBDC/SEWCC Luncheon	10-65-7103	40.05
Total 51344:							100.05
01/15/2016	51345	1189	Pinnacle Bank - 4	010116-4043	Home Rule Charter Commission Meetings	10-64-6212	210.88
01/15/2016	51345	1189	Pinnacle Bank - 4	010116-4043	Town Christmas Party and Town Hall Lighting	10-69-6730	215.90
01/15/2016	51345	1189	Pinnacle Bank - 4	010116-4043	Postage	10-64-6722	1.64
01/15/2016	51345	1189	Pinnacle Bank - 4	010116-4043	Incorrect Charge - Reimbursed	10-64-6710	18.95
Total 51345:							447.37
01/15/2016	51346	1190	Pinnacle Bank - 5	010116-4068	Employee Appreciation Night	10-69-6730	1,062.03
01/15/2016	51346	1190	Pinnacle Bank - 5	010116-4068	Fuel for Gator	10-68-6416	5.92
01/15/2016	51346	1190	Pinnacle Bank - 5	010116-4068	Meals - Snow Plow Crew	10-68-6212	106.02
Total 51346:							1,173.97

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
01/15/2016	51347	1195	Pinnacle Bank - 6	01016-4027	Meeting - New Town Hall	10-64-6212	24.78
Total 51347:							24.78
01/15/2016	51348	1266	Pinnacle Bank - 7	010116-3473	Vehicle Equipment	10-66-7736	79.88
01/15/2016	51348	1266	Pinnacle Bank - 7	010116-3473	Vehicle Equipment	10-66-7736	79.88
01/15/2016	51348	1266	Pinnacle Bank - 7	010116-3473	Vehicle Equipment	10-66-7736	79.88
01/15/2016	51348	1266	Pinnacle Bank - 7	010116-3473	Vehicle Equipment	10-66-7736	69.00
01/15/2016	51348	1266	Pinnacle Bank - 7	010116-3473	Vehicle Equipment	10-66-7736	135.82
01/15/2016	51348	1266	Pinnacle Bank - 7	010116-3473	Vehicle Equipment	10-66-7736	135.82
01/15/2016	51348	1266	Pinnacle Bank - 7	010116-3473	Vehicle Equipment	10-66-7736	54.61
01/15/2016	51348	1266	Pinnacle Bank - 7	010116-3473	Computer Holder for Car	10-66-7736	186.15
01/15/2016	51348	1266	Pinnacle Bank - 7	010116-3473	Vehicle Equipment	10-66-7736	297.84
01/15/2016	51348	1266	Pinnacle Bank - 7	010116-3473	Media Storage	10-66-7730	29.97
01/15/2016	51348	1266	Pinnacle Bank - 7	010116-3473	GPS	10-66-7736	265.88
01/15/2016	51348	1266	Pinnacle Bank - 7	010116-3473	E-Ticket Mobile Printer	10-66-7734	761.69
01/15/2016	51348	1266	Pinnacle Bank - 7	010116-3473	GPS System	10-66-6210	30.00
01/15/2016	51348	1266	Pinnacle Bank - 7	010116-3473	Phone Number Look Up	10-66-6210	19.95
01/15/2016	51348	1266	Pinnacle Bank - 7	010116-3473	Badges	10-66-6710	380.50
01/15/2016	51348	1266	Pinnacle Bank - 7	010116-3473	WCCR - Vehicle Registration	10-66-7734	11.28
01/15/2016	51348	1266	Pinnacle Bank - 7	010116-3473	Car Battery	10-66-6415	174.29
01/15/2016	51348	1266	Pinnacle Bank - 7	010116-3473	Printer Ink	10-66-6720	149.96
Total 51348:							2,942.40
01/15/2016	51349	466	Professional Management Solutio	84020	Financial Consulting - Charter Commission	10-64-6632	405.00
Total 51349:							405.00
01/15/2016	51350	1146	Rebecca Utecht	011416-2	Mileage - Bank Deposits	10-64-6213	20.07
01/15/2016	51350	1146	Rebecca Utecht	011416-2	Cell Phone - January 2016	10-64-6213	25.00
Total 51350:							45.07
01/15/2016	51351	1151	RH Water & Wastewater LLC	166	Wastewater Contract Ops	75-68-6633	125.00
01/15/2016	51351	1151	RH Water & Wastewater LLC	166	Water Contract Ops	70-68-6633	125.00
Total 51351:							250.00
01/15/2016	51352	49	SAFEbuit Inc	00283083-IN	Building Permits and Plan Review Services	10-65-6642	40,598.13
Total 51352:							40,598.13
01/15/2016	51353	993	Standard Fence Co.	63534	Fence at New Public Works Facility	10-68-6633	2,580.00
Total 51353:							2,580.00
01/15/2016	51354	285	Town of Hudson	010116	Water - Cememtery	10-68-6418	15.16
01/15/2016	51354	285	Town of Hudson	010116	Water - 650 Cherry Street	10-69-6418	998.74
01/15/2016	51354	285	Town of Hudson	010116	Water & Sewer - 258 5th Avenue	10-68-6418	59.74
01/15/2016	51354	285	Town of Hudson	010116	Water & Sewer - 509 Cherry Street	10-68-6418	42.20
01/15/2016	51354	285	Town of Hudson	010116	Water & Sewer - 1175 6th Avenue	70-68-6418	5,780.26
01/15/2016	51354	285	Town of Hudson	010116	Water & Sewer - 557 Ash Street	10-64-6418	53.25

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 51354:							6,949.35
01/15/2016	51355	131	Tribune The	4470391	Hearing 15-13 USR	10-64-6620	23.34
01/15/2016	51355	131	Tribune The	4470392	Hearing SD - Hwy 52, Sunrise Acre	10-64-6620	30.36
01/15/2016	51355	131	Tribune The	4470393	Hearing Home Rule Charter	10-64-6620	23.34
01/15/2016	51355	131	Tribune The	4470394	Library Budget Amendment	25-64-6421	16.58
Total 51355:							93.62
01/15/2016	51356	5	United Power	122315-1519	Hudson Street Lighting	10-68-6414	1,142.99
01/15/2016	51356	5	United Power	122315-1519	Ballpark Lights	10-69-6413	20.58
01/15/2016	51356	5	United Power	122315-1519	Ballpark Lights	10-69-6413	16.00
01/15/2016	51356	5	United Power	122315-1519	Lighting - Well 22900 Service Rd.	70-68-6413	299.04
01/15/2016	51356	5	United Power	122315-1519	Lighting - 1100 5th Avenue	70-68-6413	33.11
01/15/2016	51356	5	United Power	122315-1519	Lighting - Water Pump Station - 800 E WCR 16	70-68-6413	646.55
01/15/2016	51356	5	United Power	122315-1634	Electric - WWTP	75-68-6413	2,769.08
01/15/2016	51356	5	United Power	122315-1690	Electric - WWTP	75-68-6413	2,173.29
01/15/2016	51356	5	United Power	122315-1800	Electric - Temp Construction	10-68-6413	16.00
01/15/2016	51356	5	United Power	122315-8669	Electric - RO Facility	70-68-6413	1,974.74
01/15/2016	51356	5	United Power	122315-9314	Electric - Hudson Pump Station	70-68-6413	937.23
01/15/2016	51356	5	United Power	123115-1825	Electric - 258 5th Avenue	10-68-6413	156.20
Total 51356:							10,184.81
01/15/2016	51357	18	Utility Notification Center of Color	21512384	Locates	70-68-6633	111.54
Total 51357:							111.54
01/15/2016	51358	206	Valley Fire Extinguisher Inc.	119648	Fire Extinguishers	10-68-6633	1,280.00
Total 51358:							1,280.00
01/15/2016	51359	1278	Wireless Advanced Communicatio	1-2211229	MOT for Vehicle	10-66-7732	4,585.88
Total 51359:							4,585.88
Grand Totals:							154,897.11

Report Criteria:

Report type: GL detail

Check.Type = {<>} "Adjustment"

PUBLIC HEARING

Kerr McGee Shaklee Wells Use by Special Review
Case Number 15-13 USR, Oil & Gas Wells

January 20, 2015

MAYOR:

I WOULD LIKE TO OPEN A PUBLIC HEARING FOR THE APPLICATION FOR A USE BY SPECIAL REVIEW PERMIT PURSUANT TO ARTICLE 11 OF THE HUDSON LAND DEVELOPMENT CODE FOR PROPERTY GENERALLY LOCATED EAST OF THE INTERSECTION OF OAK STREET AND WELD COUNTY ROAD 16 (STATE TIME)

MAYOR:

THIS HEARING HAS BEEN SET FOLLOWING APPLICATION BY KERR MCGEE OIL & GAS ONSHORE LP. WILL THE CLERK STATE THE PURPOSE OF THE HEARING.

CLERK:

PUBLIC HEARINGS FOR THE PURPOSE OF RECEIVING COMMENT ON THE USE BY SPECIAL REVIEW APPLICATION FOR DEVELOPMENT OF AN OIL AND GAS WELL PAD ON PROPERTY OWNED BY .CC OPEN A LLC.

MAYOR:

WAS THE NOTICE FOR THIS EVENINGS HEARING PUBLISHED IN THE LOCAL NEWSPAPER?

TOWN ADMINISTRATOR:

THE HEARING WAS ADVERTISED IN THE DECEMBER 24, 2015 EDITION OF THE GREELEY TRIBUNE

MAYOR:

I WILL FIRST RECOGNIZE THE TOWN ADMINISTRATOR TO

COMMENT ON THE APPLICATION AND TO RESPOND TO QUESTIONS. I WILL THEN RECOGNIZE THE APPLICANT TO GIVE A PRESENTATION AND RESPOND TO QUESTIONS OF THE TRUSTEES. FINALLY I WILL RECOGNIZE ANYONE WHO WISHES TO SPEAK TO THE BOARD. ALL WISHING TO SPEAK MAY COME TO THE PODIUM, ONE AT A TIME, SIGN IN AND STATE YOUR NAME AND ADDRESS FOR THE RECORD.

DOES THE TOWN ADMINISTRATOR HAVE A PRESENTATION?

(STAFF PRESENTATION)

MAYOR:

IS THERE ANYONE REPRESENTING THE APPLICANT WHO WOULD LIKE TO MAKE A PRESENTATION?

(AFTER APPLICANT HAS FINISHED)

MAYOR:

IS THERE ANY MEMBER OF THE PUBLIC WHO WISHES TO ADDRESS THE BOARD ON THIS MATTER? PLEASE SIGN IN AND STATE YOUR NAME AND ADDRESS FOR THE RECORD.

(UPON COMPLETION OF ALL PUBLIC TESTIMONY)

MAYOR:

THERE BEING NO FURTHER PRESENTATIONS, I DECLARE THE PUBLIC HEARINGS CLOSED AT (STATE TIME).

MAYOR:

DO ANY OF THE TRUSTEES HAVE ANY REMAINING QUESTIONS OF STAFF ON THIS MATTER?

THE APPLICATION WILL BE CONSIDERED DURING THE GENERAL BUSINESS SECTION OF THE AGENDA.

MEMORANDUM

3.a.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: January 20, 2016
Subject: Resolution No. 16-03, Appointment to the Hudson Library Board

Attachments

As of December 31, 2015 there are two vacancies on the Hudson Library Board of Trustees with the expiration of the terms of Leonard Roskop and Joann Dunker. Leonard Roskop is the only applicant as of the date that this memo was prepared. The meeting will be an opportunity to interview the candidate and to consider the attached resolution. Appointments to the library board are for five years.

The Municipal Code specifies that the Library Board be between five and seven members. With the two vacancies, there are five members on the Board.

RESOLUTION NO.

16-03

TITLE: APPOINTMENT OF LEONARD ROSKOP TO THE BOARD OF TRUSTEES OF THE HUDSON PUBLIC LIBRARY

BE IT RESOLVED by the Board of Trustees of the Town of Hudson, Colorado, that Leonard Roskop is hereby appointed to a five-year term as a member of the Board of Trustees of the Hudson Public Library, expiring December 31, 2020.

INTRODUCED, READ AND ADOPTED THIS 20th day January, 2016.

TOWN OF HUDSON, COLORADO

Raymond Patch, Mayor

SEAL

ATTEST

Linnette Barker, Town Clerk



TOWN OF HUDSON

557 ASH STREET, P.O. BOX 351
HUDSON, CO 80642-0351
Phone: 303-536-9311 FAX: 303-536-4753
www.hudsoncolorado.org

Application for: Board of Trustees Planning Commission Board of Adjustment

Please check the box of the position you are applying for.

Library Board

First Name

Leonard

Middle Name

J

Last Name

Rostop

Street Address

30935 CR 8, Keenesburg, CO 80643

Home Phone

Work Phone

720-413-4097

E-Mail Address

Lrostop@Yahoo.com

Occupation

Employer

Self

Qualifications for Board of Trustees Position:

1. U.S. Citizen
2. At least 18 years of age
3. Resident of Hudson at least 12 consecutive months
4. Registered elector
5. Must maintain residence throughout the term of the appointment

Length of Residency: 20 (Years) - (Months)

Please list any specialized business skill or education:

Please list any civic activities:

Library Board

Are you familiar with any ordinances or master plans relating to the particular board for which you are applying? yes

Are you related to any employee, appointed or elected official of the Town of Hudson Government? no

Do you have any personal conflicts with the meeting schedule? no

Received

JAN - 4 2016

Town of Hudson

MEMORANDUM

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: January 20, 2016
Subject: Resolution No. 16-05, Home Rule Charter referendum

3.b.
3.c.

Attachments

On January 5th the Home Rule Charter Commission approved the attached Charter. Resolution No. 16-05 is the next step in the process, that being referral of the Charter to the voters for the April 5th election. If approved by the voters, the Charter will be in effect and Hudson will become Colorado's 101st home rule municipality.

Also, this meeting will be an opportunity under the following agenda item for the Board of Trustees to recognize the members of the Charter Commission, and to acknowledge their work on the project. Members of the commission are:

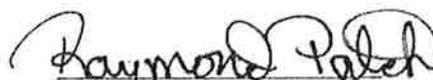
- Magnus Hargis, Chair
- Ray Patch, Vice Chair
- Larry McClaren
- Randy Childs
- Rob Masden
- Dawn Hester
- Walter Hargis
- Joe Hammock
- Julia Stell

THE TOWN OF HUDSON
CHARTER COMMISSION
CERTIFICATE OF FINAL ADOPTION

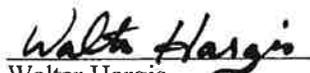
We, the undersigned, present members of the Town of Hudson Home Rule Charter Commission, duly elected by the people of Hudson, Colorado, at a regular election held on November 3, 2015, under the authorization of Article XX of the Constitution of the State of Colorado, to frame a Home Rule Charter for the Town of Hudson, do hereby certify that the foregoing is the Proposed Charter as finally approved and adopted by the members of the Charter Commission on the 5th day of January, 2016, for submission to the Town of Hudson Board of Trustees for referral to the people of Hudson at the general election of April 5, 2016.

Respectfully submitted to the Board of Trustees at Hudson, Colorado, the 5th day of January, 2016.

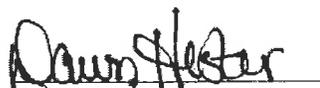

Magnus Hargis, Chair


Raymond Patch, Vice-Chair

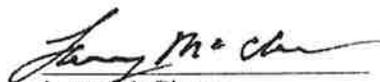

Randall Childs


Walter Hargis


Joseph Hammock


Dawn Hester

Robert Masden


Larry McClaren


Julie Stell

TOWN OF HUDSON, COLORADO HOME RULE CHARTER



**Adopted by the
Charter Commission
of the Town of Hudson
January 5, 2016**

Preamble

The Charter Commission of the Town of Hudson, under the authority granted by the Constitution of the State of Colorado, by the Municipal Home Rule Act of 1971 and by the electors of the Town has crafted this Home Rule Charter for consideration by those electors. Through this Charter and the local government that it defines the people of Hudson reserve their right to address matters of local concern at the local level. The Home Rule Charter enables the people of Hudson to fully enjoy the benefits of self-governance and to provide for a successful future for the community by establishing a municipal government that is accessible, responsive, accountable, responsible and professional.

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Article I
General Provisions

- 1.01 Name and Boundaries. The municipal corporation heretofore existing as the Town of Hudson, Weld County, State of Colorado, shall remain and continue a body politic and corporate and under this Charter be known as the Town of Hudson, with boundaries the same as presently established, until changed in a manner authorized by law.
- 1.02 Form of Government. The municipal government established by this Charter shall be a Council/Manager form of government.
- 1.03 Authority.
- (1) The Town shall have all the authority of local self-government and home rule and all authority possible for a municipality to have under the Constitution and laws of the State of Colorado.
 - (2) The enumeration of any particular authority in this Charter shall in no way be deemed to limit or exclude the exercise of any authority.
 - (3) All authority shall be exercised in the manner set forth in this Charter or, if not provided for in this Charter, in such manner as shall be provided for by ordinance, resolution, or state statute.
- 1.04 Rights and Liabilities. By the name of the Town of Hudson, a municipal corporation, the Town shall have the following rights and liabilities:
- (1) The right to perpetual succession;
 - (2) The right to own, possess, and hold all property, real and personal, heretofore owned, possessed, and held by the Town and does assume and shall manage and dispose of all trusts in any way connected therewith;
 - (3) The right to succeed to all rights and liabilities of the Town;
 - (4) The right to acquire all benefits of the Town and does assume and shall pay all bonds, obligations and indebtedness of the Town;
 - (5) The right, by the name of the Town of Hudson, to sue and defend, plead and be impleaded in all courts and places and in all matters and proceedings;
 - (6) The right to purchase, lease, receive, hold, and enjoy, or sell and dispose of real and personal property;

- (7) The right to establish municipal water works, wastewater treatment works, water and sewer systems, and other utility systems;
- (8) The right to adopt, have, and use a common seal and alter the same at its pleasure;
- (9) The right to adopt ordinances and resolutions on local and municipal matters unless otherwise prohibited by this Charter or by laws applicable to home rule municipal corporations in the State of Colorado; and
- (10) The right to have all rights, powers, and liabilities applicable to Colorado home rule municipal corporations as set forth in Article XX of the Colorado Constitution and Title 31, Colorado Revised Statutes, and other applicable statutes, as the same now exist or as they may hereafter be amended.

Article II Elections

- 2.01 Election Laws. Town elections shall be governed by the Colorado Municipal Election Laws as now existing or hereafter amended or modified except as otherwise provided in this Charter or by ordinance hereafter enacted.
- 2.02 Types of Elections.
- (1) Regular municipal elections shall be held on the Tuesday following the first Monday in November of 2018 and in each even numbered year thereafter.
 - (2) The term of any Mayor or Council Member that ends in April of 2018 shall be extended until the first regular Council meeting that is held in January following the November 2018 election, so long as the new elected Council Members take office pursuant to Section 2.02 (3).
 - (3) The Mayor and each Council Member shall take office at the first regular meeting of the Council held in January of the year following their election so long as the election has been finally certified and shall continue in office until their successors have been elected and take office or a vacancy occurs.
 - (4) Special Town elections shall be held in accordance with the provisions of this Charter and the Colorado Municipal Election Laws. Any special Town election may be called by resolution of the Council not less than thirty (30) days in advance of such election or when required by this Charter or by statute. The resolution calling a special Town election shall set forth the purpose or purposes of such election.
- 2.03 Nonpartisan Elections. All municipal elections shall be nonpartisan. In accepting a nomination, a candidate shall by affidavit, filed with the Town Clerk, attest to the fact that he or she has not become a candidate as the nominee or representative of or because of any promised support from any political party, committee, convention or organization representing or acting for any political party.
- 2.04 Recall. Any elected official of the Town may be recalled at any time after the completion of six (6) months in office by the electors entitled to vote for a successor of such incumbent, as mandated in the Colorado Constitution; C.R.S. § 31-4-501, *et seq.*, as may be amended from time to time; and Section 11.12 of this Charter.

Article III
Town Council

3.01 Town Council. The Town Council, hereafter referred to as the Council, shall consist of seven (7) members.

- (1) The Council shall include a Mayor and six (6) Council Members.
- (2) All members of the Council shall be elected at-large by the registered electors of the Town, unless the Council establishes by ordinance voting districts and wards.
- (3) All Council Members shall be elected to serve four (4) year terms unless a two (2) year term is required to restore staggered positions on the Council. In such case, the four (4) year term(s) shall go to the candidate(s) with the highest number of votes, and the two (2) year term(s) shall go to the candidate(s) with the next highest number of votes.
- (4) No elected Council Member shall serve more than two consecutive terms in office. Terms to which an individual is appointed shall not count as a term for purposes of this limitation.

3.02 Authority of the Town Council.

- (1) The Council shall have the following authority:
 - (a) To enact and provide for the enforcement of all ordinances necessary to protect life, health, safety, welfare and property;
 - (b) To declare, prevent and summarily abate and remove nuisances in accordance with due process;
 - (c) To preserve and enforce good government, general welfare, order and security of the Town and the inhabitants thereof;
 - (d) To enforce ordinances and regulations by ordaining as permitted by state law for municipal court jurisdiction, or imprisonment as permitted by state law, or both fine and imprisonment for each and every offense;
 - (e) To provide for the granting of probation and the conditional suspension of sentences by the Municipal Court; and
 - (f) To delegate to boards and commissions, within limitations of the Constitution and this Charter, such functions and authority of the Town as it deems proper and advisable.

The Council shall deal with the administrative service solely and directly through the Town Manager, and neither the Council, its

members, nor committees shall either dictate the appointment or direct or interfere with the work of any officer or employee under the Town Manager.

- (2) No enumeration or particular authority granted to the Council shall be construed to impair any general grant of authority herein contained or granted by the State Constitution, or to limit any such grant of authority of the same class or classes as those so enumerated.
- (3) In the case of a vacancy on the Council, the Council shall declare a vacancy according to standards set forth by ordinance or by C.R.S. § 31-4-303, as may be amended, and shall appoint a member to fill a vacancy until the next regular election, unless the Council determines to fill the vacancy by Special Election.

3.03 Qualification of Council Members.

- (1) No person shall be eligible to be elected or appointed to the office of Mayor or Council Member unless he or she meets the following requirements:
 - (a) Is a citizen of the United States of America;
 - (b) Is a registered elector of the Town; and
 - (c) Is a resident of the Town for a period of no less than 12 consecutive months preceding the election.
 - (d) No person who has been convicted of a felony shall be eligible to be elected or appointed to the office of Mayor or Council Member.
 - (e) No person who is an employee of the Town may serve as Mayor or Council Member. Any Town employee elected as Mayor or Council Member shall be deemed to have resigned as an employee on the date of taking office.
 - (f) No person may be a candidate for both Mayor and Council Member at the same election.
- (2) The Town Clerk shall be the judge of the election and of all qualifications for Council Members, except as otherwise provided by ordinance.

3.04 Council Meetings.

- (1) The Council shall meet regularly at least once each month, unless increased by ordinance, at a day and hour and place to be fixed by the rules and proceedings of each Council.

- (2) Four (4) members of the Council shall constitute a quorum, but, in the absence of a quorum, a lesser number may continue any meeting and/or hearing to a later time or date, and in the absence of all members the Town Clerk may adjourn any meeting for not longer than one (1) week.
- (3) All regular and special meetings of the Council shall be open to the public, and citizens and employees shall have a reasonable opportunity to be heard. Written minutes of the proceedings of each meeting shall be kept by the Clerk and signed by the Mayor.

3.05 Voting.

- (1) Votes for and against shall be taken upon the passage of all ordinances and resolutions and entered upon the minutes of the Council proceedings. The minutes of each meeting shall reflect the specific vote of each Council member.
- (2) Every ordinance shall require the affirmative vote of a majority of the Council Members present, to be adopted, and every emergency ordinance shall require the affirmative vote of two-thirds Council Members present to be adopted.
- (3) Every resolution and motion shall require the affirmative vote of a majority of the Council Members present and voting unless required otherwise in this Charter.
- (4) Refusal by a Council Member to vote shall be the equivalent of an affirmative vote for an ordinance, resolution, or motion and may be grounds for a finding of misconduct or malfeasance by the Council Member unless the Council Member is refraining from or is excused from voting due to a conflict of interest as provided in Section 3.06 below.

3.06 Conflict of Interest. No member of the Council shall vote on any question in which he or she has a conflict of interest. A conflict of interest occurs when the Council Member has a substantial personal or financial interest in the outcome of the question, whether direct or indirect, or on any questions concerning his or her own conduct. A conflict of interest does not include general personal interest in the outcome of the matter. All Council Members are required to disclose and provide details regarding his or her conflict of interest to the Council.

- (1) Whether or not a disclosure is made by the Council Member, the other members of the Council shall determine, by a vote of the remaining members of the Council, whether the Council Member shall be excluded from consideration, discussions, and voting on the issue.
- (2) If a conflict of interest is not disclosed and is established with respect to a matter already considered by the Council, the remaining members of the Council shall take any action they deem to be in the best interests of the

Town, including, but not limited to, terminating the unperformed portion of any contract entered into when such a conflict of interest existed. Failure to disclose a conflict of interest may be grounds for a finding of misconduct or malfeasance by the Council Member.

- (3) If the Council determines that a conflict does not exist, the Council Member is required to vote on the question. If the Council Member continues to refuse to vote, such abstention will constitute an affirmative vote on the question and may be grounds for a finding of misconduct or malfeasance by the Council Member.
- (4) If a conflict is established that results in the recusal or excusal of a Council Member, that Council Member shall physically leave the Council chambers and refrain from participation during all consideration, discussion, and voting on the issue on which the Council Member has the conflict.
- (5) If a conflict is established that results in the recusal or excusal of more than one Council Member so that less than a quorum remains to consider an issue, a Council Member may vote notwithstanding subsection (4) of this Section if his or her participation is necessary to enable the Council to act.

3.07 Compensation of Council Members. The members of the Council, including the Mayor, shall receive such compensation as the Council shall by ordinance prescribe.

- (1) The Council shall neither increase nor decrease the compensation of any member during his or her term of office.
- (2) Council Members may, upon order of the Council, be paid such necessary bona fide expenses incurred in service on behalf of the Town as are authorized by the Town Council.

3.08 Oath of Office. Before entering upon the duties of the office the Mayor and every Council Member shall take, subscribe before and file with the Town Clerk the following an oath or affirmation:

I, (name), swear (or affirm), that I will support the Constitution of the United States, the Constitution of the State of Colorado, the Charter and the ordinances of this Town, and will faithfully perform the duties of my office.

3.09 Voting Districts. Voting districts and wards may be created by ordinance.

3.10 Mayor Pro Tem. A Mayor Pro Tem shall be elected by the Council from its own membership at the first meeting in January following each biennial election.

- (1) The Mayor Pro Tem shall serve until the January Council meeting following the next regular Town election, and shall act as Mayor during the absence or disability of the Mayor.
- (2) In the event of absence or disability of both the Mayor and the Mayor Pro Tem, the Council shall designate another of its members based on length of service as a Council Member to serve as Acting Mayor during such absence or disability.
- (3) Any Mayor Pro Tem or Acting Mayor, while serving as such, shall retain all authority granted herein to Council Members and may, at the conclusion of his or her service as Mayor Pro Tem or Acting Mayor, serve out the remainder of his or her original term.

3.11 Special Meetings.

- (1) Special meetings of the Council shall be called by the Town Clerk on the verbal request of any four (4) Council Members, on at least twenty-four (24) hours' notice to each member of the Council.
- (2) Written notices of any special meeting and the topic of any special meeting shall be posted in at least one (1) public place at least twenty-four (24) hours prior to the meeting. No business shall be transacted at any special meeting of the Council unless such business has been stated in the notice of such meeting.

3.12 Executive Sessions.

- (1) Any Council meeting may be recessed into an executive session by the affirmative vote of a majority of the members present and may be closed to the public for the following purposes only:
 - (a) To determine a position relative to issues subject to negotiation, to receive reports on negotiation progress and status, to develop strategy, and to instruct negotiators;
 - (b) To consider the acquisition or disposal of real property if, in the judgment of the Council, premature disclosure of information might give any person an unfair competitive or bargaining advantage;
 - (c) For matters of attorney-client privilege, to receive legal advice from an attorney representing the Town, and for matters required by law to be kept confidential;
 - (d) For matters critical to the personal safety of elected officials and for matters involving the protection and security of Town property;

- (e) For personnel matters except if the employee who is the subject of the session has requested an open meeting, or if the personnel matter involves more than one employee, all of the employees have requested an open meeting;
 - (f) To deliberate on evidence presented to the Council while acting in a quasi-judicial capacity; or
 - (g) To consider additional matters for which an executive session is permitted under the Colorado Revised Statutes concerning the meetings of local public bodies.
- (2) The general subject matter of any executive session shall be stated in the motion calling for the session. No formal action, no final policy decision, no rule, regulation, resolution, or ordinance, and no action approving a contract or calling for the payment of money shall be adopted or approved at any session closed to the public.
- (3) Only the Mayor and members of the Town Council shall attend executive sessions provided; however, that other persons may be invited to attend executive sessions by the Mayor and Council.
- (4) The provisions of this Section 3.12 are specifically intended to supersede any conflicting provisions of Colorado statutes governing open meetings and executive sessions.

Article IV
Town Administration, Appointed Officials and Town Departments

- 4.01 Mayor. The Mayor shall be the presiding officer of the Council and the recognized head of the Town government for all legal and ceremonial purposes. The Mayor, or anyone acting as Mayor as provided for in Section 3.10 of this Charter, shall have the following duties, authorities, and responsibilities:
- (1) To vote as a regular Council Member without veto power upon any question;
 - (2) To sign all contracts binding the Town, all conveyances of interests in land by the Town, all ordinances and resolutions, and any other documents requiring his or her signature except as otherwise provided by ordinance and attested by the Town Clerk under the Seal of the Town; and
 - (3) To have such other authority as may be conferred upon the Mayor by the Council so long as that grant of authority is not in conflict with the provisions of this Charter.
 - (4) In case of riot, insurrection or extraordinary emergency, the Mayor shall assume the authority to execute any action necessary for the protection of life and property.
 - (a) Such authority may include but not be limited to establishing regulations governing conduct and activities related to the cause of the emergency, and if the emergency situation continues, the Mayor shall convene the Council which may take such action as it deems necessary.
 - (b) Any unilateral action taken by the Mayor during an emergency shall be temporary in nature and duration and shall be effective only until the Council may be convened to ratify the action.
 - (5) In the event it becomes necessary, the line of succession provided in this Charter shall be followed. The Council shall have the authority to provide for the continuity of government of the Town in the event of natural or enemy caused disaster. Such authority shall be employed in a manner that will preserve representative government to the Town and that will provide an orderly line of succession of officers, notwithstanding the provisions of this Charter. Such succession shall commence with the Mayor and the Mayor Pro Tem and shall then revert to the Council Members by order of seniority, then through an orderly line of succession of the administrative department heads.
- 4.02 Town Manager. The Town Manager shall be the chief administrative officer of the Town and shall serve at the pleasure of the Council.

- (1) The Council, by a majority vote, shall appoint a Town Manager without a definite term and at a salary fixed from time to time by resolution of the Council.
 - (2) The Town Manager shall be accountable to the Council and shall perform such duties as provided by ordinance, and/or as provided by the direction of the Council, so long as such direction is not contrary to this Charter or the Ordinances of the Town.
 - (3) The Town Manager may only delegate to others the authority and duties prescribed to his or her position to the extent allowed by ordinance.
 - (4) The Town Manager may appoint a Town department head to function in his or her capacity during short absences.
 - (5) The Town Manager may hire staff as such are provided for the Town's budget.
 - (6) The Town Manager shall prepare an annual budget and submit it to the Council.
- 4.03 Town Attorney. The Town Attorney shall be an attorney licensed to practice law in the State of Colorado and shall be appointed to the position by a majority vote of the Council at the first January meeting of the Council following each regular Town election.
- (1) The Town Attorney shall serve at the pleasure of the Council, without a definite term, and at a salary or hourly rate fixed from time to time by resolution of the Council.
 - (2) The Town Attorney shall be responsible to the Council and shall perform such duties as provided by ordinance.
- 4.04 Municipal Judge. The Municipal Judge shall be an attorney licensed to practice law in the State of Colorado and shall be appointed to the position by a majority vote of the Council at the first January meeting of the Council following each regular Town election.
- (1) The Municipal Judge shall serve at the pleasure of the Council, without a definite term, and at a salary fixed from time to time by resolution of the Council.
 - (2) The Municipal Judge shall be responsible to the Council and shall perform such duties as provided by ordinance.
- 4.05 Town Clerk. Town Clerk shall be hired by the Town Manager as an employee of the Town. The Town Clerk shall attend all meetings of the Council, shall keep a

permanent journal of its proceedings, and shall have the following other duties and responsibilities:

- (1) To be custodian of the Town Seal, affix it to all documents and instruments requiring the seal, and attest to the same.
- (2) To be custodian of all papers, documents and records pertaining to the Town, the custody of which is not otherwise provided for.
- (3) To certify by his or her signature all ordinances and resolutions enacted or passed by the Council.
- (4) To provide and maintain in the Town Clerk's office a supply of forms for all petitions required to be filed for any purpose by the provisions of this Charter or by ordinances enacted hereunder.
- (5) To review the sufficiency of all petitions required to be filed for any purpose by the provisions of this Charter or by ordinances enacted hereunder. Yet, nothing contained herein shall require the Town Clerk to advise any petitioner as to how petitions shall be completed prior to their submittal to the Town Clerk.
- (6) To administer oaths of office.
- (7) To perform such other duties as may be prescribed by this Charter or by the Town Manager.

4.06 Town Departments.

- (1) The Council may by ordinance create, consolidate or dissolve any Town department in order to achieve more efficient operation or administration.
- (2) All departments and department heads of the Town, except as otherwise provided in this Charter, shall be under the supervision and control of the Town Manager.
- (3) All department heads hired after the effective date of this Charter shall be hired by the Town Manager and shall be considered, at all times, at-will employees of the Town. The provisions of this Section 4.07 are specifically intended to supersede conflicting state law on this matter, including C.R.S. § 31-4-307.

Article V
Boards and Commissions

- 5.01 Existing Boards, Commissions and Committees. All boards, commissions and committees existing at the time this Charter is adopted shall continue as established by ordinance, except as otherwise provided by this Charter or subsequent ordinance.
- 5.02 Right to Establish, Amend and Abolish.
- (1) The Council may create any boards, commissions or committees including advisory and appeal boards, provided that no such board, commission or committee shall have authority to perform functions or duties otherwise assigned in this Charter or to interfere with any function or duty otherwise assigned in this Charter. Unless otherwise required by law or this Charter, all boards, commissions and committees shall be created by ordinance, which shall prescribe the duties delegated by the Council and the qualification of members.
 - (2) Each board, commission and committee shall elect its own chairman and vice-chairman from among its members. Each board, commission and committee shall operate in accordance with its own rules of procedure, except as otherwise directed by the Council. All board, commission and committee meetings shall be open to the public, and copies of all records and minutes of all meetings shall be kept and placed in the office of the Town Clerk for public inspection. Reports shall be made to the Council as the Council shall require.
 - (3) The Council may increase, reduce or change by ordinance any or all of the duties and procedures of any board, commission or committee existing at the time of the adoption of this Charter or as created by ordinance thereafter.
 - (4) Any board, commission or committee existing at the time this Charter is adopted or created under the provisions of this Section, which is not required by statute or this Charter, may be abolished by the Council.
 - (5) Terms and conditions of appointment and composition of all boards, commissions and committees shall be determined by ordinance, except that appointment of a member to any board, commission or committee shall require a majority vote of the Council and removal of any member from a board, commission or committee shall require a two-thirds (2/3) affirmative vote by the Council and, in no case, fewer than five (5) affirmative votes for removal.

**Article VI
Ordinances**

- 6.01 Action by Ordinance Required. In addition to such acts of the Council that are required by other provisions of this Charter to be by ordinance, every act creating indebtedness, authorizing borrowing of money, levying a tax, establishing any rule or regulation for the violation of which a penalty is imposed, or placing any burden upon or limiting the use of private property shall be by ordinance. However, this Section shall not apply to the budget adoption or other appropriations as defined in Section 8.05 of this Charter.
- 6.02 Form of Ordinance. Every ordinance shall be introduced in written or printed form. The enacting clause of all ordinances shall be: NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF HUDSON, COLORADO. Every ordinance introduced shall be deemed to contain a severability clause, whether stated therein or not.
- 6.03 Adoption Procedure for Ordinances. With the exception of emergency ordinances, each ordinance shall be presented to the Council twice, and the following procedure shall be followed in adopting any ordinance:
- (1) The ordinance shall be introduced at a regular or special meeting of the Council and read by title.
 - (2) After introduction, the Council shall vote to amend, pass, or reject the ordinance, or take other action as it deems appropriate.
 - (3) If passed or amended at the first reading, the ordinance shall be introduced to Council at a subsequent meeting and, if required by the Code, the Council shall conduct a public hearing on the ordinance.
 - (4) After the second introduction and public hearing, if applicable, the Council shall vote to amend, adopt, or reject the ordinance, or take other action as it deems appropriate.
 - (5) If the ordinance is adopted by the Council, either as presented or as amended, it shall be published by title only, together with a statement that the full text is available for public inspection and acquisition in the office of the Town Clerk, shall be sufficient publication unless publication in full is required by subsequent ordinance.
 - (6) Except as provided in this Article, the ordinance shall be effective 10 days after publication or at such later date as specified in the ordinance.
 - (7) The method of official Town publication of ordinances shall be set by ordinance.

- (8) The ordinance shall be signed by the Mayor and attested to by the Town Clerk, and affidavits of publications shall be retained with the ordinance in the Town's records.

6.04 Emergency Ordinances.

- (1) The Council may adopt an emergency ordinance if necessary for the immediate preservation of public property, health, welfare, peace, or safety. Determination by the Council as to the existence of an emergency shall be final and conclusive.
- (2) Emergency ordinances shall also meet the following criteria:
 - (a) The facts determining the emergency shall be specifically stated in the ordinance.
 - (b) No ordinance granting, renewing, or amending any franchise, , or imposing any new tax, tax rate increase, mill levy above that for the prior year, valuation for assessment ratio increase for a property class, extension of an expiring tax, or tax policy change directly causing a net tax revenue gain to the Town shall be adopted as an emergency ordinance.
- (3) An emergency ordinance may be introduced and adopted at any regular or special meeting. An emergency ordinance shall take effect upon adoption. Following adoption, an emergency ordinance shall be published in full.

6.05 Codification.

- (1) The Council shall cause the ordinances of a general and permanent character to be codified and thereafter maintained in current form. Revisions to the codes may be accomplished by reference as provided in Section 6.06 of this Charter.
- (2) Any ordinance that is not of a general and permanent nature shall not be codified.
- (3) Review and codification of ordinances shall be accomplished at least every two years.

6.06 Adoption of Codes by Reference.

- (1) The Council by ordinance may adopt by reference any code by the federal government, State of Colorado or by any agency of either of them, or by any municipality, or by recognized trade or professional organizations, or amendments or revisions thereof. The procedure of adoption of a code by reference shall be as provided in the Colorado Revised Statutes applicable to the adoption of codes by reference.

- (2) Every ordinance adopting a code by reference shall contain a notice that copies of the code are available at the office of the Town Clerk, and any penalty clause in such a code may be adopted only if set forth in full in the adopting ordinance.
- 6.07 Public Records. All public records of the Town of Hudson shall be open for inspection by any person at reasonable times in accordance with applicable law.
- 6.08 Fines and Penalties for Ordinance Violations. Penalties for the violation of Town ordinances shall be established by ordinance. No fine or sentence for such violation shall exceed the maximum established by Colorado Revised Statutes for municipal ordinance violations.

Article VII
Enforcement of Laws and Ordinances

7.01 Municipal Court.

- (1) There shall be a Municipal Court that shall have jurisdiction to hear and determine all cases arising under this Charter or the ordinances of the Town. The scope of the Municipal Court's jurisdiction is hereby expressly declared not to be exclusive, original jurisdiction over matters arising under this Charter and ordinances.
- (2) The powers of and the procedure in the Municipal Court and the manner of enforcement of its orders and judgments shall be as provided for by ordinance presently enacted or hereafter enacted. The Municipal Court shall be a qualified Municipal Court of record and all proceedings therein and evidence at trials shall be kept by verbatim record.
- (3) The Council shall provide a suitable place and all supplies and personnel necessary for the proper functioning of the Court.
- (4) The Council shall provide by ordinance for the enforcement of its ordinances by fine or imprisonment.
- (5) Each day of an ordinance violation may be treated as a new and separate offense, punishable according to the maximum penalties set for that violation.
- (6) The Municipal Court shall be presided over by the Municipal Judge, who shall meet the criteria for that position set forth in Section 4.05 of this Charter.

7.02 Department of Public Safety.

- (1) There is hereby created a Department of Public Safety, the director of which shall be the Marshall or Chief of Police who shall be an employee of the Town.
- (2) The Marshall or Chief of Police shall be a certified peace officer, as that designation is defined by the Peace Officers Standards and Training Council (P.O.S.T.) at C.R.S. § 24-31-305, as that statute may be amended from time to time.

Article VIII
Town Finances and Borrowing

- 8.01 Fiscal Year. The fiscal year of the Town, and all of its agencies, shall begin on the first day of January and end on the thirty-first day of December of each year.
- 8.02 Annual Budget. A proposed budget for the ensuing fiscal year shall be delivered to the Council by the Town Manager on or before the fifteenth day of October of each year.
- 8.03 Budget Hearing.
- (1) The Council shall hold a public hearing on the proposed budget on or before the thirtieth day of November of each year.
 - (2) Notice of the time and place of such hearing shall be published at least once seven (7) days prior to such hearing, and copies of the proposed budget shall be made available to the public by depositing them in the office of the Clerk.
 - (3) The Council may at any time before final adoption increase, decrease, add or strike out any item in the budget.
- 8.04 Scope of Annual Budget.
- (1) The budget shall provide a complete financial plan of all Town funds and activities for the ensuing fiscal year and, except as required by law or this Charter, shall be in such form as the Manager deems desirable or the Council may require.
 - (2) In organizing the budget, the Manager shall utilize fund, department, revenue, and expenditure/expense classifications and groupings congruent with generally accepted budgetary practices for municipal governments in the United States in keeping with guidelines published from time to time by the Government Finance Officers Association of the United States and Canada or its successor entity. The budget shall include a budget message from the Manager highlighting the key features of the proposed budget. The budget shall lay out a clear plan for all the operations, programs, capital acquisitions, projects, and debt service payments of the Town.
 - (3) The budget shall display beginning fund balances/funds available, revenues and other sources of funds, expenditures/expenses and other uses of funds, transfers between funds, and ending fund balances/funds available for all governmental and proprietary funds of the Town, as defined by the Governmental Accounting Standards Board (GASB) or its successor entity. These displays shall include the actual amounts for at least the immediately preceding year, the budgeted amounts for the current

year, estimated amounts for the current year, and proposed amounts for next fiscal year.

- (a) Reasonable provisions for contingencies may be budgeted for any fund.
- (b) The total of proposed expenditures/expenses including contingencies shall not exceed the total of beginning fund balances/funds available plus revenues and other sources of funds for any fund.

8.05 Adoption of Budget and Appropriation.

- (1) Not later than the fifteenth day of December of each year, the Council shall adopt a resolution adopting the budget and a resolution adopting the annual appropriations. All such annual appropriations shall lapse at the end of each fiscal year.
- (2) Copies of the budget as adopted shall be a public record and shall be made available to the public in the office of the Town Clerk.
- (3) If the Council fails to adopt a budget by this date, the amounts appropriated for the operation of the various departments and areas of the Town during the prior fiscal year shall be deemed adopted for the current fiscal year on a month to month basis, with all items prorated accordingly until such time as the Council adopts the budget for the current fiscal year.

8.06 Certification of Tax Levy.

- (1) As required by law, the Council shall fix the amount of tax levy that shall be assessed, if any, upon each dollar of assessed valuation of all taxable property within the incorporated limits of the Town, and the Council shall cause the same to be certified to the County as required by law.
- (2) If the Council should fail in any year to make such levy as above provided, the rate last fixed shall be the rate for the ensuing fiscal year, which rate shall be levied as by law provided.

8.07 General Fund. The General Fund is the Town's primary operating fund. All revenues not specifically allocated to any other fund shall be placed in the General Fund.

8.08 Other Funds. In addition to funds provided for in this Charter, the Council may by ordinance establish other funds as it deems necessary and appropriate in accordance with Generally Accepted Accounting Principles (GAAP). The ordinance establishing such funds shall clearly state the purpose for the fund.

- 8.09 Capital Program. If required by the Council by motion, resolution or ordinance, the Manager shall prepare and submit to the Council a long-range capital program, the contents of which are designated by the Council, simultaneously with the recommended budget.
- 8.10 Transfer of Funds. Except as may be restricted by law, the Council may by resolution transfer any unencumbered appropriation, balance, or portion thereof from a fund to another.
- 8.11 Increase or Reduction of Appropriations.
- (1) The Council may modify appropriations by resolution during the fiscal year for unanticipated budgetary issues. Such modified appropriations shall not cause total expenditures within a fund to exceed the beginning fund balance/funds available plus anticipated revenues and other sources of funds within the fund as estimated in the budget.
 - (2) If at any time during the fiscal year it appears probable to the Mayor or his or her designee that the fund balance/funds available plus anticipated revenues and other sources of funds within any fund will be insufficient to meet the amount appropriated, he or she shall provide a report to the Council without delay recommending any steps to be taken to correct the deficiency. The Council shall then take such further action as it deems necessary to correct the deficiency.
- 8.12 Publication of Expenditures. Expenditures authorized to be made need not be published, but the Town Clerk shall maintain a record on file of the same, which record shall at all reasonable times be available for public inspection.
- 8.13 Independent Audit. An independent audit shall be made of all Town accounts for each fiscal year and more frequently if deemed necessary by the Council. Such audit shall be made by certified public accountants selected by the Council who shall complete the audit in accordance with state regulations. Copies of such audit shall be made available for public inspection at the office of the Town Clerk.
- 8.14 Forms of Borrowing.
- (1) The Town may, subject to any applicable limitations in the Colorado Constitution, including any requirements for voter approval, borrow money and issue securities or enter into other obligations to evidence such borrowing in any form and in any manner determined by the Council to be in the best interests of the Town.
 - (2) In addition to being authorized by this Article to issue bonds for any municipal purpose as authorized by law, the Town is specifically authorized, by ordinance, with or without an election, as determined by the Council, to issue revenue bonds or otherwise to extend its credit for the purpose of purchasing, equipping, constructing, or otherwise acquiring,

extending or improving a water, sewer, or other public utility, facility or project, provided that the bonds or other obligation shall be made payable from the net revenues derived from the operation of such system, utility or project, or from the proceeds of any tax other than the general ad valorem tax imposed by the Town.

- (a) Such bonds shall not be issued until a public hearing on the question of issuance of the same shall have been held.
- (b) Notice of such hearing shall be published at least fifteen (15) days prior to the public hearing.

8.15 Long-Term Rentals and Leaseholds.

- (1) In order to provide necessary land, buildings, equipment and other property for governmental or proprietary purposes, the Town may enter into long-term installment purchase contracts and rental or leasehold agreements. Such agreements may include an option or options to purchase and acquire title to such property within a period not exceeding the useful life of such property. Each such agreement and the terms thereof shall be concluded by an ordinance duly enacted by the Council.
- (2) The Council may provide for payment of installments thereof out of the general ad valorem tax levy, by the imposition of rates, tolls or service charges for the use of such property or any part thereof, out of any other available municipal revenues or by any combination of the foregoing methods.

8.16 Short-Term Notes. The Town by ordinance may borrow money without an election in anticipation of the collection of taxes and issue short-term notes to evidence the amount so borrowed. Any such short-term notes shall mature within twelve (12) months.

8.17 Municipal Investments. The Council may initiate and adopt guidelines for municipal investments as long as those guidelines comply with the following conditions:

- (1) Such guidelines are subject to any applicable limitations in the Colorado Constitution, including any requirements for voter approval; and
- (2) Such guidelines are determined by the Council to be in the best interest of the Town.

Article IX
Public Utilities, Franchises, and Use of Public Property

- 9.01 Town Authority.
- (1) The Town shall have and exercise with regard to all utilities and franchises, including water and water rights and acquisition thereof and bonded indebtedness in connection therewith, all municipal authority and functions now existing and that may be hereafter provided by the Colorado Constitution and Colorado Revised Statutes.
 - (2) The Town shall have authority, within or without the territorial limits of the Town, to construct, condemn, purchase, acquire and lease public works, utilities and assets, equipment and everything in relation to or in connection therewith, in whole or in part, for the use of the Town and its inhabitants.
 - (3) The Town shall have the authority to exchange water rights owned by it for water rights owned by other persons, entities, municipalities or quasi-municipal corporations. The Town shall also have the right to contract with such aforementioned persons or entities for the purpose of forming consolidated water or sewer districts or for furnishing any municipal services that Council determines are in the best interest of the Town.
 - (4) Except as otherwise provided by the Colorado Constitution or this Charter, all authority concerning the granting, amending, revoking or otherwise dealing in franchises shall be exercised by the Council.
- 9.02 Grant of Public Utility Franchise. Grants of public utility franchises and all extensions and amendments shall be granted only by ordinance. The granting of franchises by the Town shall be limited only by the provisions of the Colorado Constitution and statutes that are applicable to home rule municipalities as now in effect or as hereafter amended and shall be submitted to the vote of the people if required by the Colorado Constitution.
- 9.03 Water Rights. The Town shall have the authority to buy, exchange, lease, sell, own, control and otherwise deal in water rights.
- 9.04 Utility Rates. The Council shall, by resolution, establish rates, rules and regulations for services provided by municipally owned utilities.
- 9.05 Extraterritorial Utility Service. If the Council desires to extend the municipal utilities beyond Town boundaries, it shall do so by ordinance.
- 9.06 Term, Compensation, and Restriction.
- (1) No franchise, lease or right to use the streets or the public places or property of the Town shall be granted for a term that exceeds twenty (20)

years. Every grant of a franchise shall fix the amount and manner of payment of compensation to be paid by the grantee for the use of the same. Such compensation shall be paid as provided and be subject to mutual periodic renegotiation, and failure to pay shall result in forfeiture of the franchise at the option of the Council. This provision shall not except the grantee from any lawful taxation upon his or its property, nor from any license, charges or other impositions levied by the Council, not levied on account of the use granted by the franchise.

- (2) Every public utility, whether it has a franchise or not, shall pay such part of the cost of improvement or maintenance of streets, alleys, bridges, and other public places as shall arise from its use thereof and shall protect and save the Town harmless from all damages arising from said use.
- (3) Every such public utility may be required by the Town to permit joint use of its property and appurtenances located in the streets, alleys or other public places of the Town by the Town and by other utilities insofar as such joint use may be reasonably practicable.

- 9.07 Franchise Review. Each franchise granted under the provisions of this Charter shall include a section specifying a periodic review of said franchise.
- 9.08 Assignment of Franchise. Any assignment or leasing of a franchise shall be considered forfeiture unless consent is given by the Council by ordinance.
- 9.09 Franchise Records. The Council shall cause to be kept in the office of the Town Clerk and open to the public for view, a franchise record in which shall be transcribed copies of all franchises granted by the Town. The record shall give the name of the grantee and any assignees. The record shall be a complete history of all such franchises and shall include a comprehensive and convenient reference to all actions at law affecting the same, copies of all annual reports, and such other information and matters of public interest as the Council may from time to time require.
- 9.10 Existing Franchises. All franchise ordinances of the Town in effect at the time that this Charter is adopted shall remain in full force and effect according to their provisions and terms until the expiration date provided in such ordinance or until modified by another franchise.
- 9.11 Revocable License. The Council may grant a license at any time for the temporary use or operation of any street, alley or Town owned place, provided such licenses shall be revocable by the Council at its pleasure, regardless of whether or not such right to revoke is expressly reserved in such license.

ARTICLE X
Taxation

10.01 Municipal Taxation. The Council may adopt by ordinance municipal taxes as long as those taxes comply with the following conditions:

- (1) Such taxes are subject to any applicable limitations in the Colorado Constitution, including any requirements for voter approval; and
- (2) Such taxes are not prohibited for home rule municipalities by the Colorado Constitution.

10.02 Authority to Acquire and Dispose of Property. In addition to all other power that it has to acquire property, the Town is hereby authorized to purchase or otherwise acquire property on which there are delinquent taxes or special assessments. The Town may also dispose of any property acquired under this authority in like manner as any other property.

10.03 Expenditure of Revenues.

- (1) The Town shall be authorized to collect, retain and expend all of the sales and use tax revenues and all revenues generated by the Town, subject only to those limitations previously approved by the voters, notwithstanding any limitation contained in Article X, Section 20, of the Colorado Constitution or any other law.
- (2) The Town hereby declares its intent not to be bound by Colorado's so-called Gallagher Amendment, Article X, Section 3, of the Colorado Constitution, regarding valuations for assessment on real and personal property, which amendment does not apply to any Colorado home rule municipality.

Article XI
Initiative, Referendum and Recall

11.01 Initiative.

- (1) The initiative power, reserved by Article V, Section 1(9), of the Colorado Constitution, is hereby extended to the registered electors of the Town as to that Town legislation that is subject to the initiative power reserved in said Constitution.
- (2) The Town shall follow constitutional and statutory requirements for the initiative process as the same now exist or as they may hereafter be amended.
- (3) A measure shall be initiated pursuant to the Colorado Revised Statutes that establish procedures for a municipal initiative, except as otherwise provided in this Charter and in ordinances not inconsistent with this Charter.
- (4) An initiative petition shall be signed by registered electors of the Town equal in number to at least ten percent (10%) of the total number of registered electors of the Town as of the date of filing the petition.
- (5) The Town Clerk shall not count as valid any signature on an initiative petition if the date of the signature is prior to the date the form of the petition was approved by the Town Clerk.

11.02 Referendum.

- (1) The referendum power, reserved by Article V, Section 1(9) of the Colorado Constitution, is hereby extended to the registered electors of the Town as to those ordinances that are subject to the referendum power reserved in said Constitution. Such ordinances shall be referred pursuant to the Colorado Revised Statutes that establish procedures for a municipal referendum, except as otherwise provided in this Charter and in ordinances not inconsistent with this Charter.
- (2) The Town shall follow constitutional and statutory requirements for the referendum process as the same now exist or as they may hereafter be amended.
- (3) A referendum petition shall be signed by registered electors of the Town equal in number to at least ten percent (10%) of the total number of registered electors of the Town as of the final date of publication of the ordinance at issue.

- (4) The Town Clerk shall not count as valid any signature on a referendum petition if the date of the signature is prior to the date the form of the petition was approved by the Town Clerk.
- (5) Complete referendum petitions must be filed within thirty (30) days after adoption by the Council of the ordinance sought to be reconsidered.
- (6) When a valid referendum petition is filed with the Town Clerk, the ordinance sought to be reconsidered shall remain in effect until such time as:
 - (a) The Council, at its discretion, suspends the ordinance pending an election, or
 - (b) The ordinance is voted down in an election held for that purpose, or
 - (c) A court order reverses the ordinance.

11.03 Petitioners' Committee. Any two (2) registered electors of the Town may commence initiative or referendum proceedings by filing with the Town Clerk during regular business hours an affidavit stating the following:

- (1) Identification of the ordinance that may be subject to a referendum or initiative petition;
- (2) They will constitute the Petitioners' Committee; and
- (3) Stating their names and mailing address to which all notices to the Committee are to be sent.

11.04 Form and Content of Petitions.

- (1) The petition shall set out in full the proposed initiative or cite the ordinance sought to be reconsidered. All pages of the petition shall be uniform in size and style and shall be assembled as one (1) instrument for filing. Each signature shall be executed in nonerasable ink and shall be followed by the printed name, street address of the person signing and date of signature. Petitions shall contain or have attached thereto throughout their circulation the full text of the ordinance or proposed Charter amendment sought to be considered.
- (2) The form of petition shall be submitted to the Town Clerk, during regular business hours, for review and approval. The Town Clerk shall approve or reject the form of the petition no later than five (5) business days following the date on which the Clerk received the petition for review.

11.05 Affidavit of Circulator. Each page of a petition shall have attached to it when filed, an affidavit executed by the circulator thereof stating the following:

- (1) The affiant's name, address, and the date the affiant signed the affidavit;
- (2) That the affiant has read and understands the laws governing the circulation of petitions;
- (3) That the affiant was eighteen (18) years of age or older at the time of circulating the petition;
- (4) That the affiant personally circulated the petition;
- (5) That all signatures were affixed in his or her presence;
- (6) That the affiant believes the signatures to be the genuine signatures of the persons whose name they purport to be;
- (7) That, to the best of affiant's knowledge, all signatures are of persons who are registered electors of the Town of Hudson;
- (8) That the affiant has not paid or will not in the future pay, and that the affiant believes that no other person has paid or will pay, directly or indirectly, any money or other thing of value to any signer for the purpose of inducing or causing such signer to affix the signer's signature to the petition.

11.06 Procedure After Filing.

- (1) Within thirty (30) working days after a petition is filed, the Town Clerk shall complete a certificate as to its sufficiency and as to the validity of the signatures thereon, specifying if it is insufficient the particulars wherein it is defective. The Town Clerk shall promptly send by mail a copy of the certificate to the Petitioners' Committee.
- (2) A petition certified insufficient for lack of the required number of valid signatures may be supplemented once if the Petitioners' Committee files a notice of intention to supplement it with the Town Clerk within two (2) working days after receiving the copy of the Town Clerk's certificate and files a supplementary petition with additional signatures upon additional forms within ten (10) days after receiving the copy of such certificate.
- (3) If a petition and supplementary petition, if any, is certified as sufficient, the Town Clerk shall present the certificate to the Council at the next Council meeting. If a petition is certified insufficient and the Petitioners' Committee does not elect to file a supplementary petition, the Town Clerk shall present the certificate to the Council at the next Council meeting. Such certificate shall then be a final determination as to the sufficiency or insufficiency of the petition.

11.07 Action by Town Council. When an initiative or referendum petition has been finally determined sufficient, the Council shall, within thirty (30) days, either:

- (1) Adopt the ordinance as submitted by the initiatory petition; or
- (2) Repeal the ordinance, or part thereof, referred to by referendum petition; or
- (3) Determine to submit the proposal provided for in a petition to the registered electors of the Town; provided, however, the Council shall have power to change the detailed language of any proposed initiative ordinance and to affix the title thereto without changing the meaning of the initiative ordinance.

11.08 Results of Election.

- (1) Initiative. If a majority of the registered electors voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon certification of the election results. If conflicting ordinances are approved at the same election, the one (1) receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.
- (2) Referendum. If a majority of registered electors voting on a referred ordinance vote for repeal, it shall be considered repealed upon certification of the election results.
- (3) Amendment or repeal. An ordinance adopted by the electorate may not be amended or repealed for the period of six (6) months after the date of the election at which it was adopted, and an ordinance repealed by the electorate may not be reenacted for a period of six (6) months after the date of the election at which it was repealed; provided, however, that any ordinance may be adopted, amended or repealed at any time by appropriate referendum or initiative procedure in accordance with the foregoing provisions of this Article, or if submitted to the electorate by the Council on its own motion. A proposed ordinance or proposed Charter amendment that fails at the election held to consider it shall not be refiled as an initiative petition for at least six (6) months after the election held to consider said ordinance or Charter amendment.

11.09 Town Council Referral. The Council shall have the power to submit to a vote of the registered electors of the Town, without receipt of any petition, any proposed ordinance or any question.

11.10 Withdrawal of Petition. No initiative or referendum petition may be withdrawn once it has been certified as sufficient by the Town Clerk.

11.11 Exceptions. Notwithstanding these provisions for initiative and referendum, the following ordinance matters shall not be subject to initiative and referendum:

- (1) Ordinances addressing budgets, capital programs, appropriations, levies of taxes, economic development, and salaries of Town officers or employees shall not be subject to initiative.
- (2) Ordinances addressing budgets, capital programs, appropriations, levies of taxes, economic development, salaries of Town officers or employees, special elections, emergencies, authorization of issuance of improvement district bonds payable in part from special assessments, levying special assessments, or contractual obligations of the Town shall not be subject to referendum.

11.12 Recall.

- (1) A petition to recall any Council Member may be filed at any time after the Council Member has been in office for six (6) months, pursuant to the Colorado Revised Statutes that establish procedures for the recall of municipal elected officers, as the same may be amended from time to time, except as otherwise provided in this Charter and in ordinances not inconsistent with this Charter.
- (2) A petition to recall a Council Member must be presented to the Town Clerk for review and shall name not less than three (3) and not more than five (5) registered electors who shall represent the recall effort and specify a mailing address where notices related to the petition shall be sent.
- (3) The petition shall include a statement, in not more than two hundred (200) words, of the grounds on which the recall is sought.
- (4) No recall petition shall be circulated until approved as to form by the Town Clerk. The Town Clerk shall approve or disapprove the form of the petition by the close of the second business day following submission of the proposed petition, and the Clerk shall mail notice of his or her action to the Council Member sought to be recalled on the day that any such petition is approved.
- (5) A petition to recall a Council Member shall be signed by registered electors of the Town, or, if applicable, ward or district from which the Council Member was elected and a petition to recall the Mayor shall be signed by registered electors of the Town. Each signature shall be executed in nonerasible ink and shall be followed by the printed name, street address of the person signing and date of signature. The signers shall number at least twenty-five (25) percent of the number of eligible electors of the ward, district, or Town, as applicable, at the last preceding regular election.

- (6) The Town Clerk shall not count as valid any signature on a recall petition if more than sixty (60) days have elapsed between the date the petition was approved by the Town Clerk and the date of the signature.
- (7) The signed recall petition shall be submitted to the Town Clerk during regular business hours, and the Town Clerk shall issue a statement to the mailing address provided in Section 11.12(2) and the incumbent of the number of valid signatures and whether the recall petition is sufficient or insufficient by the close of business on the fifth business day after the petition is filed.
- (8) Written protests to the determination of sufficiency may be filed by registered electors of the Town within fifteen (15) days after the filing of the petition. Protests shall be processed in accordance with the Colorado Revised Statutes.
- (9) If a recall petition is determined sufficient, the Town Clerk shall submit it to the Town Council at the first regular meeting of the Council after the close of the protest period.
- (10) The recall election shall be held not less than thirty (30) days nor more than ninety (90) days from the date of the determination of the sufficiency of the petition. However, if a regular municipal or statewide general election is scheduled to be held within one hundred eighty (180) days after submission of a recall petition, even though that election is not the one at which the office held by the person sought to be recalled would otherwise be filled, the recall election shall be held at the same time as that regular municipal or statewide general election.
- (11) After one (1) recall petition and election, no further petition shall be filed against the same person during the term for which Council Member was elected or appointed, unless the signers number at least fifty (50) percent of the number of registered electors at the last preceding regular election.

Article XII
Miscellaneous Provisions

- 12.01 Purchase, Sale or Lease of Real Property. The Council by ordinance may purchase, sell, exchange or dispose of any interest in real property. The Council by ordinance may lease, for such a term as the Council shall determine, any real property to any person, firm or corporation, public or private.
- 12.02 Eminent Domain. The Town shall have the right of eminent domain for all municipal purposes, either within or without the limits of the Town.
- 12.03 Contracts with Other Governmental Entities. The Council may by resolution enter into contracts or agreements with other governmental or quasi-governmental entities.
- 12.04 Bequests, Gifts and Donations.
- (1) The Council, on behalf of the Town, may receive or refuse bequests, gifts and donations of all kinds or property in fee simple or in trust, for public, charitable or other purposes, and do all things and acts necessary to carry out the purposes of such bequests, gifts and donations, with the power to manage, lease, sell or otherwise dispose of the same in accordance with the terms of the bequests, gifts or trust.
 - (2) The Council shall provide in each annual budget for the amount, if any, of money that the Council may have available to donate for public, charitable or other purposes. .
- 12.05 Contracts for Purchases, Leases, and Construction of Public Works.
- (1) The Council may establish procedures for entering into contracts for purchases, contracts for leases and contracts for construction of public works.
 - (2) Purchases of or contracts for supplies, material, equipment or improvements shall be made under such requirements regarding competitive bidding as shall be prescribed by Town Council.
- 12.06 Amendment.
- (1) In addition to the provisions otherwise stated in this Charter, this Charter may be amended in the manner provided by Article XX of the Constitution of the State of Colorado at any general election or special election called for such purpose under the following circumstances:
 - (a) Upon questions that submitted to the electors by a majority of the Council; or

- (b) Upon questions submitted by the electors.
 - (2) If provisions of two (2) or more proposed amendments adopted or approved at the same election conflict, the amendment receiving the greatest number of votes shall prevail on the conflicting issue.
- 12.07 Effect of Colorado Revised Statutes. The power to supersede any law of the State of Colorado now or hereafter in force, insofar as it applies to local or municipal affairs, shall be reserved to the Town, acting by ordinance, subject only to restrictions of the State Constitution and subsequent amendments to this Charter and by ordinance. Unless otherwise provided by this Charter or by ordinances adopted by the Council hereunder, the statutes of the State of Colorado shall be in effect.
- 12.08 Severability. If any provision, article, section, sentence, clause or part of this Charter, or the application thereof to any person or circumstance, is adjudged by any court of competent jurisdiction to be unconstitutional or invalid, such adjudication shall not affect, impair or invalidate the Charter as a whole or any part hereof other than the parts so adjudged to be invalid, and to this end, the provisions of this Charter are declared to be severable.
- 12.09 Chapter Titles and Subheadings. The Chapter titles and subheadings in this Charter are inserted for convenience and reference only and shall not be construed to limit, describe or control the scope or intent of any provision herein.
- 12.10 Construction of Words. Except as otherwise specifically provided or indicated by the context hereof, all words used in this Charter indicating the present tense shall not be limited to the time of the adoption of this Charter but shall extend to and include the time of the happening of any event or requirement for which provision is made herein. The singular number shall include the plural, the plural shall include the singular, and the masculine gender shall extend to and include the feminine gender and neuter. "Person" may extend to and be applied to bodies politic and corporate and to partnerships as well as individuals.
- 12.11 Indemnification of Mayor and Council. The Council may indemnify any Council member, the Mayor, any employee or any appointed official who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding by reason of the fact that he or she is or was an officer of the Town, against expenses (including attorney fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in the best interest of the Town and had no reasonable cause to believe his or her conduct was unlawful.

Article XIII
Transition Period

- 13.01 Purpose of Transitional Provisions. The purpose of this Article is to provide for an orderly transition from the present Town government of Hudson to a Home Rule Town government under provisions of this Charter. The provisions of this Article shall constitute a part of this Charter only to the extent necessary to accomplish that purpose.
- 13.02 Effective Date of Charter. This Charter shall become effective immediately upon voter approval at a regular or special election held for the purpose of considering this Charter.
- 13.03 Continuation of Appointed Officers and Employees.
- (1) All appointed officers and all employees of the Town at the time this Charter is adopted shall continue in that office or employment that corresponds to the Town office or employment that they held prior to the effective date of this Charter.
 - (2) They shall, in all respects, be subject to the provisions of this Charter, as though they had been appointed or employed in the manner provided in this Charter, except that any officer or employee who holds a position that this Charter provides to be held at the pleasure of Council shall hold such position only at such pleasure regardless of the term for which he or she was originally appointed or hired.
- 13.04 Continuation of Prior Town Legislations. All bylaws, ordinances, resolutions, contracts, rules and regulations of the Town in force at the time this Charter becomes effective shall continue in full force except insofar as they conflict with the provisions of this Charter or are subsequently amended or repealed by ordinance enacted under authority of this Charter.
- 13.05 Savings Clause. This Charter shall not affect any suit pending in any court or any document heretofore executed in connection therewith. Nothing in this Charter shall invalidate any existing contracts between the Town and individuals, corporations or public agencies.

MEMORANDUM

3.d.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: January 20, 2016
Subject: Land Donation Agreement, Habitat for Humanity

Attachment

Attached is an agreement between the Town and Greeley Area Habitat for Humanity for donation of the old maintenance shop property at 5th Avenue and Cherry Street for construction of two houses for veterans. The donation described in the agreement would include the land along with all town fees, including tap fees. We have already secured donations of equipment to clear the site and building inspection services.

The old building and fencing have been removed and Habitat has assumed responsibility for having soil on the site tested. The Town will remediate any soil problems identified by the report prior to closing on the donation. The Town purchased the site in 1968, and it has been used for the public works maintenance facility until the recent location to the new site. Over the years there may have been some motor oil, antifreeze or other stuff spilled on the ground. If the report identifies any areas of contamination, there may need to be some replacement of top soil.

Habitat has agreed to locate two houses on the site for veterans and their families. Representatives from Greeley Area Habitat for Humanity will be on hand at the meeting to describe their program to the Board and to answer questions.

The final text of the agreement has not yet been approved by the Habitat Board. I recommend that, should the Board of Trustees approve the agreement, that the approval be made with the condition that minor amendments may be made prior to the Mayor's signature that do not substantially change the agreement and that are approved by the Town Attorney.

MEMORANDUM

3.e.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: January 20, 2016
Subject: Case No. 15-12S, Beet Farm Subdivision

Attachments

After public hearing, the Planning Commission has recommended approval of the proposed five-lot subdivision of the old beet dump property. Planning Commission background materials and Roy Fronczyk's memo to the Board are attached. The Commission recommended approval of the subdivision with the described conditions.

One of the conditions of approval is resolution of an objection raised by Anadarko Petroleum, owner of the mineral rights under the site. As a mineral owner, Anadarko received notice from the Town that a subdivision application was pending. The objection from Anadarko came in the afternoon of the Planning Commission hearing, allowing no time to research and respond to the request. A copy of their objection letter is in the packet.

Anadarko is demanding a Surface Use Agreement with the owner prior to approval of the subdivision by the Town. This is a real concern.

Under COGCC rules, this site is likely defined as both an "Urban Mitigation Area" and an "Exception Zone." Both designations carry with them a higher level of mitigation than would a remote site. Also, the COGCC does not allow development of wells within 200' of a public road or utility. The site is only 300' wide, meaning that even if the mitigation requirements were met there would only be a 100' wide strip of land on which the facilities could be located. It is highly unlikely that this site is a viable location for a well pad. That means that Anadarko is demanding a Surface Use Agreement on land that likely can't be used. I can't imagine what such an agreement would say.

Corey Hoffmann will be attempting to discuss this with his counterpart at Anadarko, requesting that the objection be withdrawn. We will hopefully have the matter resolved by the time of the Board meeting.

MEMORANDUM

TO: Town of Hudson Board of Trustees
FROM: Roy Fronczyk, Town Planner
DATE: January 20, 2016
SUBJECT: Planning Commission Public Hearing January 16, 2016, Case No. 15-12 S – KMC_Beet Farm Preliminary and Final Plat

ATTACHMENT

The required public hearing before the Planning Commission pertaining to the Preliminary and Final Plat request of the above referenced application was conducted on Wednesday, January 13, 2016. All required public notifications, adjacent property notices and posting of the property were completed.

Staff presented their findings and recommendations which are attached to this memo along with those of KNB Engineers, the Town's engineering consultant*. Additionally, a short history on the request for development of the property was described and included:

- 2010 the owner, Mr. Steve Pastelak requested annexation and commercial zoning of the property which was rejected by the Board of Trustees.
- March 2014 – Mr. Pastelak returned to the Town with the same request for annexation and commercial zoning to construct a min-storage development, which was approved by the Board.
- September 2014 – Mr. Pastelak requested a change in zoning of the property from C-1 to Agriculture 2, which was approved by the Board.

The current owner and applicant Mr. Jason Thompson acquired the property with the intent of subdividing it with the limitations of the zoning attached to the property. Mr. Thompson, property owner, and Scott Norsen, Entwood Civil – consultant to the owner attended the hearing.

A “last minute” issue surfaced at the hearing in which the Town Planner received an email from Anaconda Petroleum Corporation stating their letter of objection to the proposed development as the owner of the minerals under the property. There was no way to address this concern as it was received at approximately 3:00 p.m. on the day of the hearing. The objection letter has been sent to the Town Attorney for review and council as to the impact to both the town and property owner. The objection letter is attached to this Memorandum.

The public comment portion of the hearing included testimony by two residents of Sunrise Acres subdivision.

Mr. George Tenick, 40 Cook Court commented on the plan for accommodating drainage of the subdivision, the sight distance issue at the intersection of Sunrise Acres Street and State Highway 52 and the presence of a power pole at that intersection.

Mr. Tendick's concern about the method of handling site drainage is with the method shown on the plat by providing a drainage pond on each lot. The applicant responded by indicating that the engineers for the project examined a variety of solutions and determined that the one shown best fits their vision for development of the property. Additionally, the Town Engineer reviewed the plan and had no comment on the method proposed to handle drainage on the property. The applicant also indicated there would be some land shaping at the intersection to accommodate the sight distance concern but the presence of the power pole is dependent on how United Power wants to provide that service to the property, e.g. above or below ground.

Mr. Ken Kramer, 15 Cook Court inquired about method of connecting to the water and gas lines that are on the East side of Sunrise Acres Street, the construction of homes to be built and their price.

Mr. Thompson's response was that he was getting bids on the cost of boring under the pavement, rather than trenching to provide service to the lots on the West side of Sunset Acres Street and that will depend on the specific

location of the utility lines. All homes will be "stick and brick" construction and prices are projected to be in the \$350,000 - \$400,000 range.

The Planning Commission voted unanimously for approval of the subdivision permit and to forward it to the Board of Trustees with the following conditions of approval:

- (1) Obtain advice from the Town Attorney as to the impact on the Town's approval of the project in light of the Notice of Objection filed by Anadarko Petroleum Corporation.
- (2) Addressing the fourteen (14) comments from the Town Engineer to be completed prior to recording the subdivision plat with Weld County Assessor.
- (3) A note on the recorded Subdivision Plat that homes erected on the site will be conventional stick built construction.
- (4) The power pole at the corner of Sunrise Acres Street and Hwy 52 be moved if it is determined to be a sight distance obstruction.
- (5) The water service lines and the gas service lines be bored under the Sunrise Acres Street pavement if possible rather than cutting the pavement.
- (6) The ditch at the northeast corner of the property be regraded if necessary to improve drainage.

*Correction to the Staff Report to the Planning Commission:

III. FINDINGS

The property was annexed and zoned Commercial One (C-1) in March, 2014 and subsequently rezoned to Agriculture Two (A-2) in September, 2014.

Development permitted in the Agricultural Two (A-2) includes the following:

A. Uses by Right:

- 1) Single-family dwellings.*
- 2) General farming, including grains, fruit, vegetables, grasses, hay and the keeping and boarding of horses, with a limit of one (1) horse **animal unit** per acre.*

MEMORANDUM

TO: Town of Hudson Planning Commission
FROM: Roy Fronczyk
Date: January 8, 2016

SUBJECT: Staff Report: Beet Farm Subdivision, Case No. 15-1²~~1~~ S

I. REQUEST:

The applicant, Mr. Jason Thompson, is requesting subdivision approval of his land located at the Southwest corner of Sunrise Acres Street and State Highway 52. The Planning Commission is responsible for conducting a public hearing on the subdivision request, and making a recommendation to the Board of Trustees. Staff has used a modified review process in which a preliminary and final plat are combined. The public notification requirements of the preliminary plat review were followed and the final plat submittal requirements for documentation were followed.

The proposed plan subdivides the property, which is zoned A-2, into 5 lots of not less than one acre each for the construction of single family detached homes. The lots will be served by Town of Hudson water and will have individual sewage disposal systems to be permitted by Weld County Health Department. The plan shows that each lot will have an on-site detention pond to capture water run-off and driveways into the lots will have an 18" corrugated metal pipe culvert with a minimum of 1 foot cover over the top of the pipe. The subdivision plat for the property is attached.

II. EXISTING CONDITIONS:

The property contains 5.96 acres and is currently zoned "A-2" in the Town of Hudson. The property is presently vacant. The South and West sides of the property are adjacent to the Eastridge Estates Subdivision which is zoned "A-2". Sunrise Acres Street on the East separates the property from the Harris/Highway 52 Annexation and Sunrise Acres Subdivision, zoned "A-3". The North side of the property has 300 feet of frontage on the South side of State Highway 52.

Sunrise Acres Street is a paved street in town and provides access to the entire north-south length of the property. A town water line is located on the East side of Sunrise Acres Street. There is no sewer service in the area, all homes in the Eastridge Estates, Harris/Highway 52 and Sunrise Acres subdivisions are on septic systems.

III. FINDINGS

The property was annexed and zoned Commercial One (C-1) in March, 2014 and subsequently rezoned to Agriculture Two (A-2) in September, 2014.

Development permitted in the Agricultural Two (A-2) includes the following:

A. Uses by Right:

- 1) *Single-family dwellings.*
- 2) *General farming, including grains, fruit, vegetables, grasses, hay and the keeping and boarding of horses, with a limit of one (1) horse per acre.*
- 3) *Public parks.*
- 4) *Riding academies.*

- 5) *Home occupations, provided that the requirements and conditions of this chapter (Land Development Code) are met.*

B. Accessory Uses:

- 1) *Barns, sheds and shelters necessary to the operation of principal uses.*
- 2) *Water wells, pump houses or tanks.*

C. Minimum Lot Requirements:

- 1) *Minimum lot area – forty thousand (40,000) square feet.*
- 2) *Setback requirements – buildings and/or corrals shall be set back twenty-five (25) feet from all property lines.*
- 3) *Maximum building height. No building shall exceed thirty (30) feet in height.*
- 4) *Minimum floor space. All structures used for permanent dwelling purposes shall contain a minimum square footage of finished floor area per dwelling unit.*
- 5) *Water and sewer. Private septic systems will be allowed where public sewage collection and treatment is not available in this district, provided that the septic system is in conformance with county health department recommendations.*
- 6) *Variances. Any variance in subsections (d), (e) and (f) above shall be considered by the board of adjustment. (Ord. 10-08 §2, 2010)*

The proposed subdivision meets the lot size requirements of the A-2 zoning district and development of the property is consistent with the Town of Hudson Comprehensive Plan which envisions all lands south of State Highway 52 be residential. Furthermore, the in-fill development of the property is one of the goals of growth in the community whereby development can available existing infrastructure in the Town (in this case Sunrise Acres Street and the existing water line).

In addition to the enclosed comments the Town Engineer's written comments are attached.

The applicant first appeared before the Planning Commission on September 9, 2015 to informally discuss ideas for development of the property and during the process of generating the proposed layout for the property has met with staff on a number of occasions. Staff believes that the proposed layout is consistent with residents vision of development of the property.

All of the public notification requirements for processing the subdivision have been met and to date no responses have been received by mineral interests or referral agencies. The applicant has provided a mailing list of adjacent property owners within 500 feet of the parcel as required by the Town ordinance. Based on the previous interest of residents in development of the property the Town has supplemented the notification list with notifications to all residents on Cook Court and Holly Street.

The Planning Commission could recommend to the Board of Trustees approval of the proposal, approval with conditions or denial of the request, or the Commission may table comment until the next available meeting when additional information is needed and requested by the planning commission.

Staff recommends approval of the subdivision request pending addressing comments by the Town Engineer.



January 8, 2015

Mr. Roy Fronczyk, Town Planner
Town of Hudson
557 Ash Street, P.O. Box 351
Hudson, CO 80642

Dear Roy:

RE: BEET FARM FINAL SUBDIVISION – SUBMITTAL No. 1
KBN Project No. 1131-001 Ph. 16 Beet Farm

On December 21, 2015 we received the following information regarding this subdivision development (prepared/provided by Entwood Civil & United Civil Design Group):

1. Final Development Plans – Sheets 1-9
2. Final Drainage Study – Pages 1-44

Based on the information provided, we have the following questions/comments:

Development Plans:

1. Sheet 2 – Water & Sanitary Note 34 refers to “Sheet 22” and no trench detail (City of Greeley WS-2) is present. Please revise.
2. Sheet 2 – Project Note 4 refers to “City”. Please revise to “Town”.
3. Sheet 2 – Project Note 16 states re-submittal to City of Greeley. Please revise to Town.
4. Sheet 2 – Project Note 20 refers to a geotechnical report, but one hasn’t been received. Will the soils in this subdivision be suitable for individual sewage disposal systems? The proposed sewage disposal system for each lot will need to be reviewed and approved through Weld County
5. Sheet 3 – Shouldn’t the 35’ future State Highway right-of-way (north side of Lot 1) be dedicated with this plat instead of being “reserved”?
6. Sheet 3 – The development plans call this project “Beet Farm Subdivision”, the plat indicates “Beet Farms Subdivision”; please clarify.
7. Sheet 3 – Please provide drainage easements around the proposed lot detention ponds.
8. Sheet 4 – Please provide a legend for survey symbols.
9. Sheet 4 – On the north side of Lot 1, an 8” diameter waterline is shown in the telephone easement. Should this easement be changed, if possible on the plat, to read “utility easement”?
10. Sheet 5 – We would recommend that water services to the future homes not be routed under lot detention ponds.
11. Sheet 5 – Please move Lot 1’s detention pond out of the future State Highway right-of-way.
12. Sheet 6 – Shouldn’t the north sides of each lot be graded to drain east into their proposed detention ponds?
13. Sheet 8 – Please provide the volumes for each detention pond to be added to the table or otherwise called out.

Drainage Study:

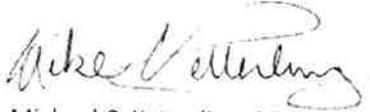
1. Page 4 – Values for PR-1 in summary table have some decimal placement errors. Please revise

Ketterling Butherus & Norton Engineers, LLC

Mr. Roy Fronczyk
January 8, 2016
Page 2

If you have any questions concerning our review of this subdivision's final development submittal, please give me a call.

Sincerely,

A handwritten signature in cursive script that reads "Mike Ketterling". The signature is written in dark ink and is positioned above the printed name.

Michael C. Ketterling, PE

Cc: Joe Racine, Town Manager
Scott Norsen, Entwood Civil Inc.



January 13, 2016

VIA E-MAIL

Roy Fronczyk, Planner
Town of Hudson
1555 N 17th Ave
557 Ash Street, PO BOX 351
Hudson, CO 80642
r_fronczyk@msn.com

RECEIVED VIA EMAIL
2:48 PM
1-13-2016

**NOTICE OF MINERAL INTERESTS OWNED BY ANADARKO LAND CORP. AND
ANADARKO E&P COMPANY LP AND OBJECTION**

Re: Case No. 15-12, Beet Farm Subdivision
Township 1 North, Range 65 West
Section 11: part of the NE/4NW/4 ("Property")
Weld County, Colorado

Mr. Fronczyk:

This objection and notice letter is submitted to The Town of Hudson ("Town") on behalf of Anadarko Land Corp. ("Anadarko Land") and Anadarko E&P Company LP ("Anadarko E&P") with respect to the application for a subdivision of a 5.92 acre tract that has been filed with the Town that includes property in the NE/4NW/4 of Section 11, Township 1 North, Range 65 West in Weld County.

Anadarko Land and Anadarko E&P (the "Anadarko entities") together own the minerals that underlie the property located in Section 11 ("Property").

The Anadarko entities wish to give notice to the Town of the mineral interests they own under the Property and make the Town aware that the approval of a final application may significantly impact the prospective development of the minerals that underlie the Property. The Anadarko Entities object to the approval of a final application for development until agreements on surface use are reached among the Anadarko entities and the Applicant covering the Property.

The following are comments in support of this Notice and Objection:

1. The Mineral Resources Owned by Anadarko Land Corp.

Anadarko Land owns all of the hard rock minerals, including the coal, which underlies the Property. A Landman for Anadarko Land has reviewed the Property for coal resource potential and determined that the Property is underlain with Laramie Formation coals that are approximately 22.1 feet thick and lie at a depth starting at approximately 567 feet. Laramie Formation coals have a high BTU of approximately 8,900 to 9,800 btu/lb and a low sulfur content of between .3 and .8 percent. The Landman estimates that there may be over 24.6 million tons of Laramie Formation coal in Section 11.

2. The Oil and Gas Resources Owned by the Anadarko Entities.

The Anadarko entities together own all of the oil and gas that underlies the Property.

Colorado Oil and Gas Conservation Commission ("COGCC") reports reflect that there is currently one producing well in Section 11. Current COGCC rules and regulation provide for five drilling windows in a quarter section where the Property is located, one in the center of the quarter section and one in the center of each quarter quarter section.

3. There is Clear Statutory Authority and Direction for the Town to Take Into Account the Rights of Mineral Interest Owners in Its Consideration of Applications for Development.

The State of Colorado recognizes the important rights of mineral owners and lessees in C.R.S. § 30-28-133(10) which states and acknowledges that both the mineral estate and the surface estate are interests in land and that the two interests are "separate and distinct." The subsection specifically recognizes that the owners of subsurface mineral interests and their lessees have "the same rights and privileges as surface owners."

4. Owners of Split Estates Must Exercise Their Rights in a Way that Gives Due Regard to the Rights of the Other.

Colorado law provides that the mineral owner has the right of reasonable access to and use of the surface estate to extract minerals and that the mineral estate owner and the surface estate owner are to give due regard to the rights of the other and reasonably accommodate each other's rights.

5. The Anadarko Entities Have Entered into Many Agreements with Developers With Respect to the Disposition of the Minerals at the Time that the Developer Proposes to Develop the Surface Estate, and the Public Interest is Served by the Parties Entering into Such an Agreement.

The mineral assets have significant value and consequently the Anadarko entities are concerned that the approval by the Town of an application for development of the Property and the subsequent build-out of the Property may impair their ability to develop their minerals and oil and gas interests.

Any future surface development plans approved by the Town should incorporate and designate lands to be set aside for oil and gas development and expressly provide protection for future wells, pipelines, gathering lines and related oil and gas facilities and equipment. Approval of any surface development plan that forecloses the rights of mineral and leasehold owners may be a compensable taking.

The Anadarko entities have extensive mineral interests throughout the State of Colorado and have successfully worked with many parties who wish to develop the surface estate in order to assure the compatible development of the surface estate and the oil and gas estate or some other disposition of the minerals.

The practice of the Anadarko entities is to meet with surface owners to reach a mutually acceptable agreement, including the disposition of the hard rock mineral interests. To date, the Anadarko entities have not had any discussions with the Applicant on this matter. Because no agreement has been reached between the parties that covers the Property, and in order to protect their mineral interests and private property rights, the Anadarko entities object to the application and request that the Town make any approval of a final application for development of the Property conditioned upon an agreement among the Anadarko entities and the Applicant.

Please contact me at 832-636-2726 if you have any questions or comments about this matter. The Anadarko entities hope to conclude a mutually acceptable agreement with the surface owner of the property, and we look forward to working with the Town to accomplish its land use planning goals.

Sincerely,
ANADARKO PETROLEUM CORPORATION



On behalf of

Don Ballard
Minerals Land Manager

cc: Susan Aldridge, Sr. Counsel
Mark Floyd, Sr. Counsel
Don Ballard
Travis Book
Don Jobe
Ron Olsen
Mike Brotzman

MEMORANDUM

2.a.
3.f.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: January 20, 2016
Subject: Public Hearing, Case No. 15-13USR, Kerr McGee Shaklee Wells, Use by Special Review

Attachments

After public hearing, the Planning Commission has recommended approval with conditions of the proposed Use by Special Review for an eleven well pad on the Shaklee property. Attached are a recap by Roy Fronczyk of the Planning Commission approval the Planning Commission case materials. This matter will be the subject of a public hearing at this meeting, followed by consideration of approval under General Business.

MEMORANDUM

TO: Town of Hudson Board of Trustees
FROM: Roy Fronczyk, Town Planner
DATE: January 20, 2016
SUBJECT: Planning Commission Public Hearing January 16, 2016, Case No. 15-13 USR – KMC_Shaklee Well Pad

ATTACHMENTS

The required public hearing pertaining to the Use by Special Review (USR) request of the above referenced applications were conducted by the Planning Commission on Wednesday, January 13, 2016. All required public notifications, adjacent property notices and posting of the property were completed.

Staff presented their findings and recommendations which are attached to this memo. The applicant was represented by Tracy Colling, Municipal Planning Analyst from Anadarko Petroleum Corp.

There were no comments from residents in attendance at the meeting.

This application is part of a package of requests for approval for oil and gas well Use by Special Review permits on the Shaklee property. Previous public hearings raised the question of traffic and traffic management options pertaining to the cumulative effect of numerous permitted wells in the vicinity of the Hudson Correctional Facility. The applicant has undertaken a traffic assessment of those impacts on the SH 52 and I-76 Frontage Road intersection and the impact on effect of traffic on the in-town roadways used to access the well pads. These assessments formed the basis of an executed Memorandum of Understanding between the Town and the applicant, and are viewed as fulfillment of the major concerns that the Town faces in oil and gas development in this part of the community.

The applicant provided two additional pieces of information: a letter from Hudson Fire Protection District stating its ability to provide emergency services, and a schedule change for development which moves construction to the last quarter of 2016 (the initial application indicated the first quarter of this year).

The Planning Commission voted unanimously for approval of the USR permit and to forward it to the Board of Trustees with the following conditions of approval:

- (1) Should the site plan change from that one which is approved, then a new application for the USR would need to be submitted to the Town.
- (2) Prior to the Town issuing a Notice to Proceed, the town would need copies of the COGCC permit and a executed permit for the use of overweight construction vehicles on town streets.

MEMORANDUM

TO: Town of Hudson Planning Commission

FROM: Roy Fronczyk thru Joe Racine

DATE: January 8, 2016

SUBJECT: KerrMcGee Oil & Gas Onshore LP, **Shaklee** Well Pad Site – Case No. 15-13-USR

I. REQUEST:

Kerr-McGee Oil & Gas Onshore LP has submitted a Use by Special Review Application (USR) to construct oil and gas wells and related facilities on the Shaklee property. The development would include 11 new wells and a production facility which consists of oil and water tanks, separators, a Lease Automatic Custody Transfer unit and emission control devices. The USR application covers a 400 acre tract due to the ownership pattern. The disturbance area for the site will encompass about 13.0 acres and the well pad just over 3 acres. The attached map shows the location of the well pad and related facilities.

The Town has previously considered and approved two well pad sites submitted by Kerr-McGee in Section 25 Case No. 15-09, and No. 15-10.

Access to the pad will be from the intersection of Oak Street and WCR 16 in the Town of Hudson. An existing access road along the southern property boundary will be used for a distance of approximately 1/2 mile, then a new access road and culvert over Box Elder Creek will be constructed to the well site. Mobilization and pad construction is anticipated for the first quarter of 2016 and completion of all activities is anticipated in the second quarter of 2016.

This location has not yet been permitted by the Colorado Oil and Gas Commission (COGCC) and approval by the Town of Hudson will be contingent upon receiving a COGCC permit.

II. EXISTING CONDITIONS:

The proposed Shaklee well pad site and associated production facility is located approximately 3/4 mile East of the intersection of Oak Street and Weld County Road 16. The site and access road are located on land currently not in any type of agricultural production and is in the Box Elder Creek floodplain.

The site is zoned Planned Development (PD) in the Town of Hudson and is included in the Shaklee Annexation of 2009. A concept plan for the development of the annexation area, Shaklee Centre, was approved and the site for the well pad is designated as Park and Open Space in the concept plan. The Town's existing Comprehensive Plan Map reflects the Shaklee Centre concept plan.

III. FINDINGS

1. The Town of Hudson devotes an entire chapter of the Land Development Code to Oil and Gas Operations (Article 11). A majority of those regulations pertain to the impacts of the actions on the immediate surroundings and to the entire community as a whole. The Town's regulations defer issues pertaining to operations, environment and safety and restoration to the Colorado Oil and Gas Conservation Commission (COGCC).

The well pad site and access road are located in the Box Elder Floodplain and the applicant has submitted and subsequently received floodplain permits from the Town of Hudson for the Shaklee Access Road and Culvert (No. FP2015-006) and Shaklee Oil & Gas Production Facilities (No. FP2015-007).

At this time the applicant has submitted a permit application to COGCC but has yet to receive approval. The town's regulations stipulate that a final Notice to Proceed has to include copies of the COGCC permit.

2. The Applicant has provided an "Easement, Right-of-Way and Surface Damages Agreement" between themselves and CC Open A, LLC the surface owner permitting the operation of the oil and gas well activities on the site.
3. The Shaklee land was annexed to the Town of Hudson in 2009 and the Shaklee Centre concept plan was approved for the property. The proposed well pad site and production facility falls in an area designated as Park and Open Space which permits as a Use by Special Review oil and gas wells and thus consideration of the application falls within the allowable uses of the property
4. An on-going concern of the Town has been the impact of oil and gas development on traffic patterns and roadway conditions of Town streets. There have been a substantial number sites proposed for oil & gas development in the northwest part of the town along Oak Street in the past year or so and each have been evaluated on a case by case basis.

The applicant commissioned a traffic analysis of the cumulative effect of increased traffic from all of the Kerr-McGee and Anadarko oil & gas wells that will be accessed by the SH 52 and the I-76 North Frontage Road intersection. There are a total of 53 KerrMcGee/Anadarko wells using this intersection as well as traffic from Love's Travel Center, the Best Western motel and Pizza restaurant under construction, and other "background" traffic using the intersection.

The analysis provided is in the form of a *Memorandum to Ms Patty Varra, Municipal Planning Analyst, Anadarko Petroleum, from Felsburg, Holt & Ullevig dated November 18, 2015* and is available to the Planning Commission and Board of Trustees upon request. Findings of the study show:

- An eastbound deceleration lane and westbound acceleration lane are warranted at the SH52/I-76 Frontage Road intersection. But, "...it is our understanding that construction of these lanes in the near term future would cause a disruption in development and ongoing production activity." Associated with (p. 6).
- A Signal Warrant Analysis shows no justification for a traffic signal at SH 52 / I-76 Frontage Road intersection.
- Short term measures for Travel Demand Management are:
 1. Time of day restrictions – access and travel to the site outside of the morning, noon and evening peak periods.
 2. Temporary use of CR 12 ½ (*This option is not feasible...*)

Subsequent to the Traffic Analysis cited above the applicant provided a roadway impact assessment designed to estimate proportional road impacts that may be incurred as a result of Anadarko Petroleum Corporation's (Anadarko's) using public roads to facilitate oil and gas

development activities near Hudson, Colorado. The analysis focused on the haul routes between the SH52/I-76 Frontage intersection and include I-76 Frontage Road, Oak Street and 30th Avenue.

The analysis provided is in the form of a *Memo to Ms Patty Varra, Municipal Planning Analyst, Anadarako Petroleum, ARCADIS U.S. Inc., dated November 19, 2015* and is available to the Planning Commission and Board of Trustees upon request.

The analysis estimated the construction traffic trips on each of the roadway segments, evaluated the structural capacities of the roads, assigned the proportional share of roadway traffic from well site development and provided a cost estimate to repair and resurface the roadways based on the proportional share of use of the roadway.

5. The Town of Hudson has not yet received a response from the Hudson Fire Protection District who has the responsibility of providing emergency services to the site. Referrals were also sent to Weld County, School District RE-3J and the Colorado Department of Transportation (CDOT). To date, no comments have been received from these agencies.

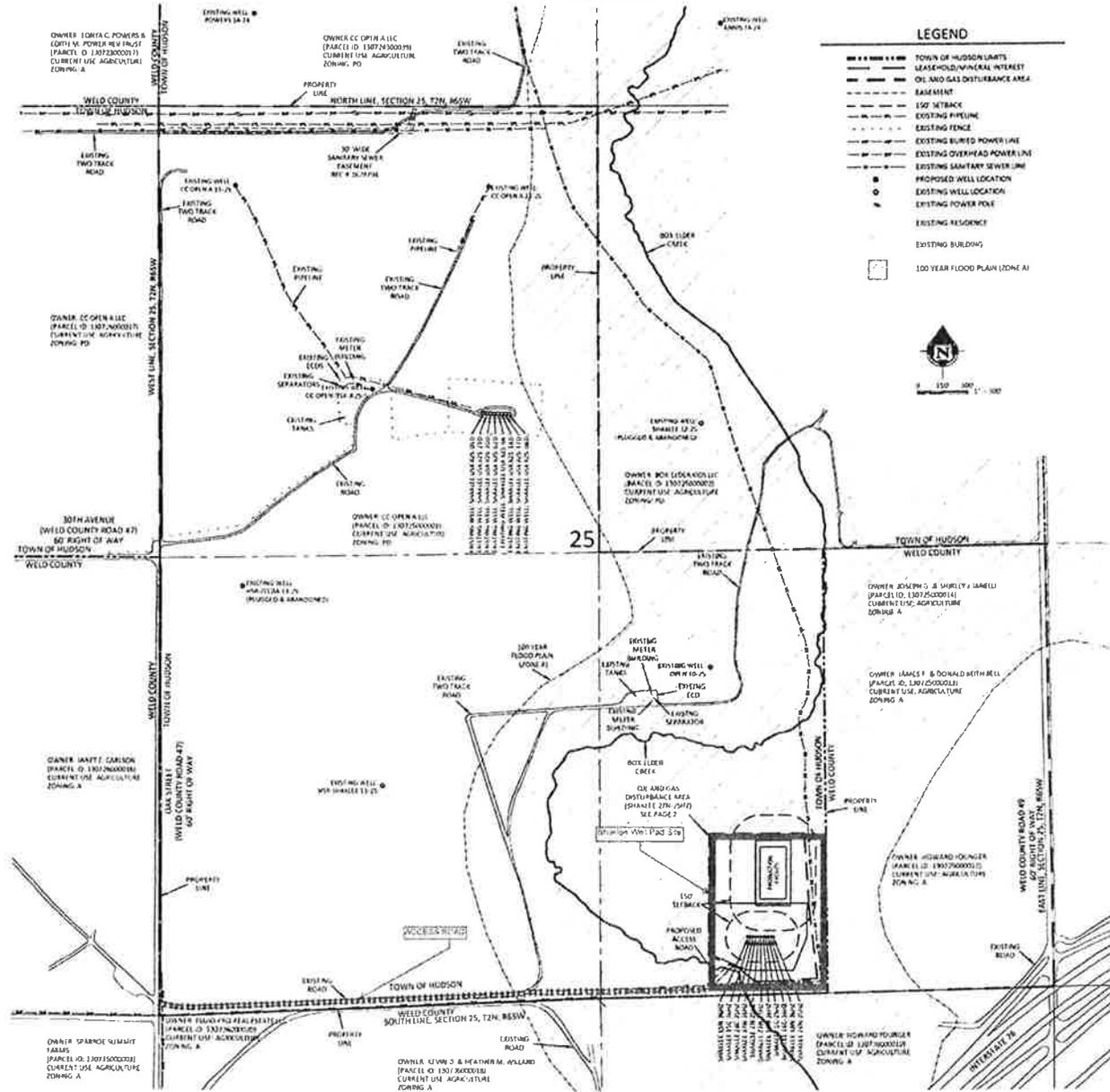
IV. STAFF CONCLUSIONS /RECOMMENDATIONS

Staff recommends approval of the application with the following conditions:

- (1) Should the site plan change from that one which is approved, then a new application for the USR would need to be submitted to the Town.
- (2) Prior to the Town issuing a Notice to Proceed, the Town would need copies of the COGCC permit and an executed permit for the use of overweight construction vehicles on town streets.
- (3) The applicant has undertaken traffic and roadway impact studies that address transportation related concerns of the Town. These studies were used to formulate and execute a Memorandum of Understanding (MOU) between the applicant and the Town on measures to mitigate those impacts. The MOU is available to the Planning Commission and Board of Trustees upon request. In addition to the traffic studies, the MOU, which relates to all of the Kerr McGee wells using these Town streets for access, provides for the following: implementation of “Best Management Practices (BMPs)”; and contribution of funds to assist with street maintenance. The BMPs are attached as Appendices B and C.
- (4) Staff recommends approval of a Use by Special Review permit for the Shaklee Well Pad Site with the conditions of items 1 and 2 above.

A recommendation to the Board of Trustees on the Use by Special permit should include findings regarding the proposed use for the property along with location, access and other factors, including testimony at the hearing.

T2N, R65W



APPENDIX B

Road BMPs

Following the Effective Date, KMG shall include the best management practices listed below on all Form 2s, Application for Permit to Drill, and Form 2As, Oil and Gas Location Assessment submitted to the COGCC for any Wells.

1. KMG will deliver the Road Impact Study to the Town prior to commencing any operations in connection with the Wells. The Town will have no obligation to issue any Notice to Proceed for the CC Open Wells prior to its receipt of the Road Impact Study.
2. KMG will commence good faith negotiations with the Town for an impact or contribution agreement based on the analysis presented in the Arcadis Study.
3. KMG will take reasonable steps to protect water and wastewater valve boxes and manholes and traffic control devices located along any of the Town Roads. KMG will promptly notify the Town of damages to any such Town facilities.
4. KMG and its subcontractors shall comply with the site specific traffic management plan incorporated into the FHU Study (the “Traffic Plan”), which may address the following with respect to the operations of the Wells: (1) expected traffic route and timing of such traffic on the Town Roads, (2) how traffic at the intersection HWY52 and I76 Frontage road will be managed and mitigated, and (3) what truck traffic restrictions will be put in place, if any. KMG and the Town will to the extent permitted by law amend this MOU to include the Traffic Plan as Appendix D, and the Town and KMG will cooperate to amend the Traffic Plan, as necessary, from time to time. Nothing herein shall prevent KMG from using traffic route (s) not identified in the Traffic Plan in the event of emergency or other need due to any other lack of access. KMG will act in good faith and communicate when feasible any change in access to the Town, to the extent such revised access includes Town Roads.
5. KMG will provide the Town an emergency response plan prior to commencing operations of the Wells.
7. Operator will promptly clean mud and other debris on Town Roads that may be caused by vehicles entering or leaving the Wells during construction, completion and operation of the Wells. Operator will grade and treat gravel Town Roads used to access the Wells, as depicted on the Traffic Plan, with mag chloride to reduce dust.

APPENDIX C

Town BMPs

1. **Communication** – KMG will, from time to time, provide the Town information regarding the timing and nature of major activities during construction, drilling and completion activities of Town Wells. KMG will meet periodically with the Town to discuss current and future operations.
2. **Information** – KMG shall provide Notice of Intent to Conduct Operations to the Town's Local Government Designee for all locations within a ½ mile of the Town Limits at least 30 days prior to submittal of the COGCC 2A Location Permit for any Town Wells.
3. **Fencing** – Operator shall install, following obtaining any required consent from the owner of the surface estate for any Town Wells, fencing or other sufficient barriers to protect Town Wells and related facilities. Such fencing shall comply with COGCC and Town regulations.

MEMORANDUM

3.g.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: January 20, 2016
Subject: Resolution No. 16-06, Joint Resolution in Support of Schools

Attachment

In mid-2015 the Board approved Resolution No. 15-16 that was intended to be a joint resolution among the three communities in the RE3J District and the School Board, indicating the intent of all to work together in support of quality local schools. Since that time, comments came in from other proposed parties to the resolution, recommending amendments.

The attached amended resolution is scheduled for consideration in the near future by the Keenesburg and RE3J Boards. We have not received any word from Lochbuie as to whether its Board will consider it as well.

The resolution is not intended to be a specific statement of “things to do.” Rather, it is a goal-setting document that tells the people of the District that their local governments are working side-by-side with the District to see that all three communities continue to enjoy quality community schools. The first step in any joint effort of this sort is to have a common goal.

RE3J and Keenesburg both expressed that the resolution would only be effective if all four entities approve it.

RESOLUTION

TITLE: A JOINT RESOLUTION BY THE BOARD OF EDUCATION OF THE WELD COUNTY SCHOOL DISTRICT RE-3J AND THE TOWNS OF HUDSON, KEENESBURG, AND LOCHBUIE IN SUPPORT OF LOCAL SCHOOLS

WHEREAS, the children of our communities are our greatest natural resource; and

WHEREAS, quality community schools are essential to the quality of life and success of all of our communities; and

WHEREAS, while each of the local municipalities and its constituents may have unique needs and circumstances, the quality of all schools within our collective communities is equally important to all government entities.

WHEREAS, the success of our community schools depends upon a close working relationship and mutual understanding among the school district, the town governments and the citizens of our communities.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF EDUCATION OF WELD COUNTY SCHOOL DISTRICT RE-3J AND THE BOARDS OF TRUSTEES OF THE TOWNS OF HUDSON, KEENESBURG AND LOCHBUIE, COLORADO, AS FOLLOWS:

Section 1. The four Boards support mutual goals of maintaining viable, quality community schools throughout the school district.

Section 2. The four Boards agree to work together to identify opportunities to collaborate and to identify creative ways to support our community schools.

Section 3. The four Boards agree to work together to better inform their constituents of the facts of school funding and of the importance of quality local schools to the overall quality of life in our communities.

Section 4. The four Boards agree that this resolution is only in effect if agreed upon and signed by all named entities.

Adopted by roll call vote and approved this _____ day of _____ 2016.

Re-3J Board of Education President

Town of Keenesburg

Town of Hudson

Town of Lochbuie

MEMORANDUM

3.h.

To: Board of Trustees
From: Billie Stam, Recreation/Events Coordinator
Date: January 15, 2016
Subject: Resolution 16-05, IGA with the City of Ft. Lupton, Recreation Center usage

Attachment

Attached is a letter agreement between the Town and The City of Fort Lupton.

The agreement allows Hudson residents to take advantage of the Recreation Center in Fort Lupton at the rate of a resident, with compensation of the difference in resident to non-resident rates to be made up by the Town of Hudson. Hudson also agrees to pay an administration fee of \$250 per quarter to cover the additional staff and accounting costs to be incurred by Fort Lupton Recreation Center.

The approved budget for this arrangement is \$5000.

The Town Attorney has reviewed the agreement.

RESOLUTION NO.

16-05

TITLE: A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF FORT LUPTON TO PROVIDE FOR USE OF THE FORT LUPTON RECREATION CENTER BY HUDSON RESIDENTS AT RESIDENT RATES

WHEREAS, the Town of Hudson (the "Town") has established a recreation department and desires to increase opportunities for Hudson residents to participate in local recreation activities; and

WHEREAS, the Town does not currently have a recreation center; and

WHEREAS, the Board of Trustees finds that it is in the public interest to financially support use of the Fort Lupton recreation center by residents of Hudson.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF HUDSON, COLORADO, AS FOLLOWS:

Section 1, The Intergovernmental Agreement By and Between the Town of Hudson, Colorado and the City of Fort Lupton, Colorado, Regarding Town of Hudson Use of Fort Lupton Recreation Center (the "IGA") is hereby approved.

Section 2. The Mayor is authorized to sign the IGA on behalf of the Town.

INTRODUCED, READ and PASSED this 20th day of January, 2016.

BOARD OF TRUSTEES,
TOWN OF HUDSON, COLORADO

Raymond Patch, Mayor

ATTEST:

Linnette Barker, Town Clerk

INTERGOVERNMENTAL AGREEMENT

BY AND BETWEEN

THE TOWN OF HUDSON, COLORADO

AND

THE CITY OF FORT LUPTON, COLORADO

REGARDING TOWN OF HUDSON USE OF FORT LUPTON RECREATION CENTER

This INTERGOVERNMENTAL AGREEMENT (the "Agreement"), is made and entered into this __ day of September, 2015, by and between the TOWN OF HUDSON, COLORADO, a statutory town of the State of Colorado ("Hudson") and the CITY OF FORT LUPTON, COLORADO, a statutory city of the State of Colorado (the "Fort Lupton"). Hudson and Fort Lupton are hereinafter, from time to time, referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, pursuant to § 29-1-203(1), C.R.S., governments may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units;

WHEREAS, Hudson and Fort Lupton are each authorized to provide recreation services and facilities to their respective taxpayers and residents;

WHEREAS, Fort Lupton owns and operates a recreation center (the "Fort Lupton Facility"), and Hudson desires to allow individuals who reside within the corporate limits of Hudson ("Hudson Residents") to use the Fort Lupton Facility at the rate Fort Lupton charges to its own residents by Hudson subsidizing its residents' rates for use of the Fort Lupton Facility by paying directly to the City of Fort Lupton the difference in such rates plus an annual administrative fee of five hundred dollars (\$500.00); and

WHEREAS, Hudson and the Fort Lupton have determined it to be in the best interests of their respective taxpayers and residents to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. USE OF FORT LUPTON FACILITY BY HUDSON RESIDENTS.

A. Hudson and Fort Lupton agree that Hudson residents may use the Fort Lupton Facility and be directly charged by Fort Lupton at the Fort Lupton Facility

user rates, with the difference between such usage fees collected at resident rates and the usage fees that would have been paid by Hudson Residents at non-resident rates to be paid by Hudson as set forth below, or as may be amended from time to time.

B. Fort Lupton will take reasonable measures to ensure that users of the Fort Lupton Facility who claim to be Hudson Residents do in fact reside within the corporate limits of the Town of Hudson, through verification of the Hudson Town resident card, as depicted in **Exhibit B**.

2. COMPENSATION BY HUDSON TO FORT LUPTON FOR HUDSON USERS.

The Fort Lupton resident and nonresident fees are as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. Hudson shall pay to Fort Lupton the cost difference between resident and nonresident fees per month for all use by Hudson Residents of the Fort Lupton Facility (the "Subsidy"). Fort Lupton will notify Hudson in advance of any changes in fees for use of the Fort Lupton Facility.

3. BILLING. Fort Lupton shall bill Hudson on a quarterly basis as set forth herein. Fort Lupton shall submit a quarterly statement to Hudson for payment for the previous quarter's use.

A. All statements, shall be submitted by Fort Lupton to Hudson quarterly for the periods January through March, April through June, July through September, and October through December.

B. The amounts of all such quarterly payments shall be paid by Hudson within twenty-one (21) days after the timely receipt of a statement as provided by this Agreement.

C. Each quarterly statement shall include an additional administrative fee of one hundred twenty-five dollars (\$250.00).

D. In the event payment for services rendered has not been made within thirty (30) days from the receipt of the invoice, Fort Lupton may exercise the remedies set forth in Paragraph 6 of this Agreement.

4. TERM OF AGREEMENT/RENEWAL. This Agreement shall become effective as of the date first above written and shall terminate on December 31, 2016, unless otherwise terminated by either Party in accordance with this Agreement. Notwithstanding the foregoing, this Agreement shall thereafter automatically renew on January 1st of each succeeding year for an additional one (1) year term unless: 1) terminated by the Parties in writing at least thirty (30) days prior to the automatic renewal date; or 2) terminated by the Parties pursuant to this Agreement.

5. ASSIGNMENT. Neither Party shall not have the right or power to assign this Agreement or parts thereof, or its respective duties, without the express written consent of the

other Party hereto. Any attempted assignment, delegation or subcontracting of this Agreement in whole or in part with respect to which the other Party has not consented, in writing, shall be null and void and of no effect whatsoever.

6. TERMINATION. This Agreement may be terminated for cause upon delivery of thirty (30) days prior written notice to the other Party. If this Agreement is terminated, Hudson shall pay the Subsidy for all Hudson resident users through the date of termination.

7. NOTICES. Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either Party hereto, by the other Party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the Party to whom it is addressed or in lieu of such personal services, three (3) days after deposited in the United States' mail, first-class postage prepaid, properly addressed to the Parties at:

To Fort Lupton:

City of Fort Lupton, Colorado
Attention: Claud Hanes, City Administrator
130 S. McKinley Avenue
Fort Lupton, Colorado 80621

With a copy to:

Ausmus Law Firm, PC
Attention: Andy Ausmus
6020 Greenwood Plaza Blvd. Suite 100
Greenwood Village, CO 80111
303-694-4248 office
720-353-1936 cell
andy@ausmuslaw.com

To Hudson:

Town of Hudson, Colorado
Attention: Joe Racine, Hudson Administrator
557 Ash Street
Post Office Box 351
Hudson, Colorado 80642

With a copy to:

HOFFMANN, PARKER WILSON &
CARBERRY, P.C.
Attention: Corey Y. Hoffmann, Esq.
511 16th Street, Suite 610
Denver, Colorado 80202
(303) 825-6444
cyhoffmann@hpwclaw.com

Either Party may change its address for the purpose of this Paragraph by giving written notice of such change to the other Party in the manner provided in this Paragraph 7.

8. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties hereto relating to Hudson's payment of the Subsidy for use of the Fort Lupton Facility, and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both Parties.

9. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

10. GOVERNING LAW. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado. Venue for all actions arising from this Agreement shall be in the District Court in and for Weld County.

11. COMPLIANCE WITH LAW. This Agreement shall be performed in accordance with, and to the extent permitted by, all applicable laws, rules, regulations, ordinances and/or similar directives of the jurisdiction in which this Agreement is performed.

12. INSURANCE AND GOVERNMENTAL IMMUNITY.

A. Each party hereto agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by them pursuant to this Agreement. More specifically, the parties hereto shall procure and maintain the minimum insurance coverage listed in subsection B. below. Such coverage shall be procured and maintained with forms and insurers acceptable to the respective Parties. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Parties pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

B. The Parties hereto shall procure and maintain at its sole and exclusive expense insurance coverage, including comprehensive liability, personal injury, property damage worker's compensation and, if applicable, emergency medical service professional liability with minimum combined single limits of six hundred thousand dollars (\$600,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall contain a severability of interests provision.

C. The Parties further understand and agree that the Parties, their officers, and their employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty thousand dollars (\$350,000) per person and nine hundred and ninety thousand dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo.

Rev. Stat. §24-10-101 et seq., 10 Colo. Rev. Stat., as from time to time amended, or otherwise available to Hudson and Fort Lupton, their officers, their employees, or agents.

13. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

14. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

THE TOWN OF HUDSON, COLORADO, a
statutory town and political subdivision of the State
of Colorado

Raymond Patch, Mayor

ATTEST:

Linnette Barker, Town Clerk

THE CITY OF FORT LUPTON, COLORADO, a
statutory city and political subdivision of the State
of Colorado

Tom Holton, Mayor

ATTEST:

Nanette Fornof, City Clerk

EXHIBIT A

Resident Fees

Type of Admission	Youth (Age 5-18 Years)	Adult (Age 19- 59 Years)	Senior (Age 60 Years or Older)	Couple	* Family
Daily Drop-In	3.00	4.50	3.00		
** Five Punch Facility Pass	14.00	19.00	14.00		
Monthly Pass	27.00	36.00	27.00	50.00	65.00
Quarterly Pass	54.50	86.00	52.00	136.50	168.00
Annual	157.50	267.50	150.00	420.00	494.50

* Family Passes - Includes All income dependents living in a household.

Free child care for all Monthly, Quarterly, Annual (adult, couple, and family) pass holders.

** Five Punch Facility Passes expire one year after date of purchase.

Nonresident Fees

Type of Admission	Youth (Age 5-18 Years)	Adult (Age 19-59 Years)	Senior (Age 60 Years or Older)	Couple	* Family
Daily Drop-In	3.50	5.50	3.50		
** Five Punch Facility Pass	16.00	24.00	16.00		
Monthly Pass	30.00	40.00	30.00	60.00	72.00
Quarterly Pass	80.00	105.00	78.00	173.00	210.00
Annual	220.00	325.00	210.00	525.00	630.00

* Family Passes - Includes All income dependents living in a household.

Free child care for all Monthly, Quarterly, Annual (adult, couple, and family) pass holders.

** Five Punch Facility Passes expire one year after date of purchase.

MEMORANDUM

3.i.
3.j.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: January 20, 2016
Subject: Town Marshal Policies
Intergovernmental Agreement with Fort Lupton for Evidence Storage

Attachments

As we discussed at recent meetings, the formation of the new Town Marshal's Department includes approval of a series of policies and agreements. At this meeting the Board will have an opportunity to consider the last two of the critical items prior to the proposed February 1st initiation of the new Town Marshal function.

In Agenda item 3.i. the Board is asked to approve a set of operational policies for the department. Because of the approximately 350 page size of the document, it has been emailed to the Board in two emails, separate from the packet.

Agenda item 3.j. is Resolution No. 16-07, approving an Intergovernmental Agreement with Fort Lupton for evidence storage and retention. At the time of writing this memo there were a couple of minor changes being made to the agreement. It will be emailed to the Board separately.

Brent Flot will be at the meeting to explain both of these items to the Board.

RESOLUTION NO.

16-07

TITLE: A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF FORT LUPTON TO PROVIDE FOR EVIDENCE STORAGE AND RETENTION

WHEREAS, the Town of Hudson (the "Town") has established a Department of Public Safety, managed by a Town Marshal; and

WHEREAS, the Town does not currently have evidence storage capabilities.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF HUDSON, COLORADO, AS FOLLOWS:

Section 1, The Intergovernmental Agreement By and Between the Town of Hudson, Colorado and the City of Fort Lupton, Colorado, Regarding Evidence Storage and Retention (the "IGA") is hereby approved.

Section 2. The Mayor is authorized to sign the IGA on behalf of the Town.

INTRODUCED, READ and PASSED this 20th day of January, 2016.

BOARD OF TRUSTEES,
TOWN OF HUDSON, COLORADO

Raymond Patch, Mayor

ATTEST:

Linnette Barker, Town Clerk