

**AGENDA**  
**TOWN OF HUDSON - BOARD OF TRUSTEES**  
**REGULAR MEETING**  
**February 18, 2015 - 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. Payment of Bills
- b. Liquor License Renewal – Pepper Pod Restaurant

**2) GENERAL BUSINESS**

- a. Resolution No. 15-12, Substantial Compliance, Annexation of portions of Weld County Road 12.5.
- b. Discussion: Amendments to the Municipal Code regarding discharge of firearms.
- c. Resolution No. 15-13, Amendment to Restrictive Covenant, Lloyd Land Airport Annexation
- d. Resolution No. 15-14, A RESOLUTION SETTING COURT COSTS PURSUANT TO SECTION 2-114 OF THE TOWN OF HUDSON MUNICIPAL CODE

**3) STAFF REPORTS**

**4) ADJOURNMENT**

## Report Criteria:

Report type: GL detail

Check.Type = {&lt;-&gt;} "Adjustment"

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
02/12/2015	50377	1079	4Rivers Equipment	1450023	Oil	10-68-6416	296.11
Total 50377:							296.11
02/12/2015	50378	4	Andersen's Star Market	013115	WWTP Operating Supplies	75-68-6710	58.35
Total 50378:							58.35
02/12/2015	50379	45	AT&T	0202674225	Long Distance Service	10-64-6410	63.61
02/12/2015	50379	45	AT&T	0202674225	Long Distance Service	10-68-6410	31.81
02/12/2015	50379	45	AT&T	0202674225	Long Distance Service	70-64-6410	31.81
02/12/2015	50379	45	AT&T	0202674225	Long Distance Service	70-68-6410	31.81
Total 50379:							159.04
02/12/2015	50380	683	Bratton's Office Equipment Inc.	13879369	Printer Supplies - Shipping	10-64-6720	14.04
Total 50380:							14.04
02/12/2015	50381	1125	Cardmember Service - 4	012215-0838	Cookbook Covers and Frames - Centennial Celebration	10-69-6730	119.73
Total 50381:							119.73
02/12/2015	50382	1041	Caselle Inc.	63364	Contract Support and Maintenance - March 2015	10-64-6633	525.00
Total 50382:							525.00
02/12/2015	50383	313	CCCMA	01012015	Conference Registration	10-64-6210	225.00
Total 50383:							225.00
02/12/2015	50384	1069	CMCA	010115	Membership Renewal	10-64-6211	140.00
Total 50384:							140.00
02/12/2015	50385	36	Colorado Analytical Laboratories I	150120046	503 Test	75-68-6633	380.00
02/12/2015	50385	36	Colorado Analytical Laboratories I	150120047	503 Sludge Samples	75-68-6633	380.00
02/12/2015	50385	36	Colorado Analytical Laboratories I	150127028	Wastewater Samples	75-68-6633	111.60
02/12/2015	50385	36	Colorado Analytical Laboratories I	150203064	Water Samples	70-68-6633	39.40
Total 50385:							911.00
02/12/2015	50386	1037	Colorado Health Medical Group	244598	Consortium Drug Screen / DOT	10-68-6415	60.00
Total 50386:							60.00
02/12/2015	50387	53	Farm & Home Lumber	012415-0087	Sign Materials	10-68-6712	122.83
02/12/2015	50387	53	Farm & Home Lumber	012415-0087	Parts, Keys, Shovel	10-68-6735	98.55
02/12/2015	50387	53	Farm & Home Lumber	012415-0087	Snow Shovel for Park	10-69-6735	24.05
02/12/2015	50387	53	Farm & Home Lumber	012415-0087	Parts, Lights, Coolant for Gen Set	70-68-6710	28.88
02/12/2015	50387	53	Farm & Home Lumber	012415-0087	WWTP Supplies	75-68-6710	51.29

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 50387:							325.60
02/12/2015	50388	503	Flowmation Inc.	3468	WWTP Battery and Programing	75-68-7732	515.00
Total 50388:							515.00
02/12/2015	50389	57	Front Range Internet	1372893	Website Hosting and Maintenance	10-64-6415	122.90
Total 50389:							122.90
02/12/2015	50390	1074	Frontier Truck Equipment	31109	Light Package for New 2014 Truck	10-68-6633	1,330.00
Total 50390:							1,330.00
02/12/2015	50391	396	Gator Rubbish	270714	2014 Fall Town Clean Up	10-68-6730	2,270.00
Total 50391:							2,270.00
02/12/2015	50392	22	Hayes Phillips Hoffmann & Carber	01315-40800	Legal Services - Administration	10-64-6630	4,324.74
02/12/2015	50392	22	Hayes Phillips Hoffmann & Carber	01315-40800	Legal Services - Hudson Public Library	25-64-6630	363.00
02/12/2015	50392	22	Hayes Phillips Hoffmann & Carber	01315-40800	Legal Services - Lift Station Litigation	75-64-6630	1,239.00
Total 50392:							5,926.74
02/12/2015	50393	1047	JE-CO Equipment	1W1001226	Skid Steer Repair	10-68-6633	270.38
02/12/2015	50393	1047	JE-CO Equipment	1W1001236	New Tire - Freightliner	10-68-6633	684.27
Total 50393:							954.65
02/12/2015	50394	853	Love's Travel Stops & County Stor	636943902	Fuel - PW Department	10-68-6416	1,624.29
02/12/2015	50394	853	Love's Travel Stops & County Stor	636943902	Fuel - Water Department	70-68-6416	123.80
02/12/2015	50394	853	Love's Travel Stops & County Stor	636943902	Fuel - WW Department	75-68-6416	140.11
Total 50394:							1,888.20
02/12/2015	50395	950	Lowe's	020215-9900	Park Sign	10-69-6710	77.88
02/12/2015	50395	950	Lowe's	020215-9900	Anti Freeze - Old Sweeper	10-68-6710	61.80
02/12/2015	50395	950	Lowe's	020215-9900	Fencing	10-68-6735	173.67
Total 50395:							313.35
02/12/2015	50396	6	Office Depot	1751677406	P&Z Scan	10-65-6415	20.78
Total 50396:							20.78
02/12/2015	50397	1	Petty Cash	021015	DOLA Meeting	10-68-6212	10.00
02/12/2015	50397	1	Petty Cash	021015	Powerwash Backhoe	10-68-6633	10.00
02/12/2015	50397	1	Petty Cash	021015	Postage	10-64-6722	15.22
Total 50397:							35.22
02/12/2015	50398	1188	Pinnacle Bank - 3	020115-4050	Lunch with RH Water	70-68-6210	27.00
02/12/2015	50398	1188	Pinnacle Bank - 3	020115-4050	Plant Tour - Lunch	75-68-6210	31.45
02/12/2015	50398	1188	Pinnacle Bank - 3	020115-4050	PW Utilities Lunch	75-68-6710	66.91
02/12/2015	50398	1188	Pinnacle Bank - 3	020115-4050	Wash Truck	10-68-6710	9.00

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 50398:							134.36
02/12/2015	50399	1189	Pinnacle Bank - 4	020115	Envelopes with Postage	70-64-6722	302.00
02/12/2015	50399	1189	Pinnacle Bank - 4	020115	Envelopes with Postage & Postage	10-64-6722	313.50
02/12/2015	50399	1189	Pinnacle Bank - 4	020115	Uniforms	10-68-6710	1,729.06
02/12/2015	50399	1189	Pinnacle Bank - 4	020115	Office Supplies	10-64-6720	35.49
02/12/2015	50399	1189	Pinnacle Bank - 4	020115	Belts for Vacuum	10-64-6415	22.70
Total 50399:							2,402.75
02/12/2015	50400	1190	Pinnacle Bank - 5	020115-4068	Conferences, Training and Meals	10-68-6210	215.89
02/12/2015	50400	1190	Pinnacle Bank - 5	020115-4068	Wash Truck	10-68-6416	9.00
Total 50400:							224.89
02/12/2015	50401	1195	Pinnacle Bank - 6	020115-4027	Lunch	10-64-6212	86.14
02/12/2015	50401	1195	Pinnacle Bank - 6	020115-4027	Recording	10-64-6720	1.00
Total 50401:							87.14
02/12/2015	50402	509	Quill Corporation	1238321	Operating Supplies	10-64-6710	99.29
02/12/2015	50402	509	Quill Corporation	1238321	Office Supplies	10-64-6720	79.60
Total 50402:							178.89
02/12/2015	50403	1146	Rebecca Utecht	021115	Mileage - Bank Deposits and PC Packets	10-64-6213	42.55
Total 50403:							42.55
02/12/2015	50404	1151	RH Water & Wastewater LLC	36	Wastewater Contract Ops	75-68-6633	125.00
02/12/2015	50404	1151	RH Water & Wastewater LLC	36	Water Contract Ops	70-68-6633	125.00
Total 50404:							250.00
02/12/2015	50405	1211	RMACES	E1613	Rocky Mountain Asphalt Conference	10-68-6210	200.00
Total 50405:							200.00
02/12/2015	50406	811	Safety and Construction Supply In	0019356-IN	Safety Jackets	10-68-6710	83.25
Total 50406:							83.25
02/12/2015	50407	1212	Santander Leasing LLC	1628198	Street Sweeper Payment	10-68-7734	9,348.10
Total 50407:							9,348.10
02/12/2015	50408	285	Town of Hudson	013115	Water & Sewer - 557 Ash Street	10-64-6418	51.97
02/12/2015	50408	285	Town of Hudson	013115	Water & Sewer - 650 Cherry Street	10-69-6418	971.73
02/12/2015	50408	285	Town of Hudson	013115	Water & Sewer - 1175 6th Avenue	70-68-6418	5,627.73
02/12/2015	50408	285	Town of Hudson	013115	Water & Sewer - 258 5th Avenue	10-68-6418	44.75
02/12/2015	50408	285	Town of Hudson	013115	Water & Sewer - 509 Cherry Street	10-68-6418	41.06
02/12/2015	50408	285	Town of Hudson	021015	Quiz Winners - Volume No. 75	10-69-6730	100.00
Total 50408:							6,837.24

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
02/12/2015	50409	90	TZA Water Engineers Inc.	0414538.01-	Water Engineering Services	70-64-6640	190.50
Total 50409:							190.50
02/12/2015	50410	5	United Power	013015-1800	Ball Park Lights - 258 5th Avenue	10-68-6413	424.85
02/12/2015	50410	5	United Power	13015-16344	Electric - WWTP - 8249 WCR 47.5	75-68-6413	5,638.40
Total 50410:							6,063.25
02/12/2015	50411	99	USA BlueBook	547608	WWTP Supplies	75-68-6710	43.95
02/12/2015	50411	99	USA BlueBook	548241	WWTP Supplies - Gloves	75-68-6710	132.15
02/12/2015	50411	99	USA BlueBook	552523	Glove Dispenser	75-68-6710	68.95
02/12/2015	50411	99	USA BlueBook	553093	PH Meter WWTP	75-68-7736	719.95
02/12/2015	50411	99	USA BlueBook	553093	Water Supplies	70-68-6710	149.45
02/12/2015	50411	99	USA BlueBook	553129	Water Cl2 Tester	70-68-6710	321.90
02/12/2015	50411	99	USA BlueBook	553129	WW CL2 Tester	75-68-6710	331.90
02/12/2015	50411	99	USA BlueBook	553129	Freight - CL2 Tester	70-68-6710	14.89
02/12/2015	50411	99	USA BlueBook	553129	Freight - CL2 Tester	75-68-6710	14.90
02/12/2015	50411	99	USA BlueBook	556782	Water Supplies - Hydrant Oil	70-68-6710	130.11
02/12/2015	50411	99	USA BlueBook	556864	WWTP Supplies - Analog Stirrer/ Nalgene	75-68-6710	182.16
Total 50411:							2,110.31
02/12/2015	50412	18	Utility Notification Center of Color	21501377	Locates	70-68-6710	124.41
Total 50412:							124.41
02/12/2015	50413	293	Virulent Solutions Inc.	H150202LIN	Fix Computer	10-64-6633	95.00
Total 50413:							95.00
Grand Totals:							44,583.35

## Report Criteria:

Report type: GL detail

Check.Type = {&lt;&gt;} "Adjustment"

## MEMORANDUM

2.a.

**To:** Board of Trustees  
**From:** Joe Racine, Town Administrator  
**Date:** February 18, 2015  
**Subject:** Resolution No. 15-12, CR 12.5 Annexation

### Attachments

Attached are Resolution No. 15-12 and a copy of the proposed annexation map for the Weld County Road 12.5 Annexation. The proposed annexation is a 7.765 acre portion of the road between Highway 52 and the I-76 frontage road that is not currently within Hudson. In an IGA regarding the County's participation in construction of the realigned frontage road Hudson agreed to annex the section of CR12.5 between the old Cedar Street and I-76 frontage road. That section is within this annexation.

The annexation borders the Town along the old wastewater lagoon, the lift station, and the Hudson Interchange property. Hudson is 100% owner of the right-of-way being annexed. Weld County quitclaimed the property to the Town.

If annexed, it will enable the Town to vacate a small portion of this road that is abandoned and no longer needed. This resolution, a required step in the annexation process, is a finding that the annexation meets the requirement of the state's annexation statutes, and it sets the date for the Board's public hearing on the annexation, in this case April 1, 2015. If approved, the staff will order the required four publications of the legal notice. Statute requires that the hearing be held not less than 30, nor more than 60 days after passage of this resolution.

Findings required by statute include, in summary:

- Not less than 1/6 (Approximately 16.7%) of the perimeter of the property to be annexed is contiguous with the current Town boundaries. (Approximately 32% of the perimeter is contiguous.)
- That a "community of interest" exists between the Town and the property being proposed for annexation. The disqualifying criteria, two of three of which must be met to disqualify the annexation, is very specific regarding: residents not having a connection with the Town (there are no residents); the area being intended for agriculture for a period of up to five years; and it being impractical to extend town services in a manner similar to other properties in the Town. By definition, there is a community of interest established.
- The property's contiguity is not dependent upon property that was not in compliance with statutes when annexed or was more than three miles from the Town when annexed, i.e., it is not a "disconnected municipal satellite."

MEMORANDUM

February 18, 2015

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The statutory requirements for eligibility for annexation are met. The Resolution does not address the zoning for the property, only the annexation. Zoning is required within 90 days of the effective date of annexation. However, the practical need for a street right-of-way to be zoned is questionable. Within the proscribed timetable, staff will be presenting the Planning Commission and the Board with an ordinance that will include a recommended amendment to the land development code providing for an interpretation of zoning district boundaries as being the centerline of streets or, in cases where streets are the municipal boundary, the outer edge of the street right-of-way. This would preclude a separate process of zoning a street.



RESOLUTION NO.

15-12

**TITLE: A RESOLUTION ACCEPTING THE PETITION FOR ANNEXATION AND ESTABLISHING APRIL 1, 2015 AS THE DATE OF PUBLIC HEARING ON THE REQUESTED ANNEXATION OF A PARCEL OF UNINCORPORATED TERRITORY LOCATED IN THE COUNTY OF WELD (WELD COUNTY ROAD 12.5 ANNEXATION)**

WHEREAS, the Town of Hudson (the "Town"), the owner of unincorporated territory, comprising more than fifty percent (50%) of the area proposed for annexation pursuant to C.R.S. § 31-12-107, has filed a petition for annexation (the "Petition") of a certain unincorporated property to the Town, which territory is more particularly described in Exhibit A attached to the Petition; and

WHEREAS, C.R.S. § 31-12-108 requires that the Town accept the Petition and establish a date, time and place that the Board of Trustees will hold a public hearing to consider the annexation and the various requirements of Title 31, Article 12, C.R.S.; and

WHEREAS the Board of Trustees, at its regular meeting on February 4, 2015, reviewed and authorized the Mayor to sign the Petition; and

WHEREAS, the Board of Trustees has examined the record in this case and the various exhibits; has considered the request, the Comprehensive Plan, and the recommendations of the staff; and based upon the record which has been made concerning the request, has arrived at its decision; and

WHEREAS, it has been found and determined that the applicant has complied with all of the procedural requirements as provided in Title 31, Article 12, C.R.S., in connection with the Petition.

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

Section 1. That the Petition is hereby accepted and found to be in substantial compliance with the requirements of Title 31, Article 12, C.R.S.

Section 2. That a public hearing to consider the Petition is scheduled for April 1, 2015, at 6:00 p.m., at the Town of Hudson Town Hall, which is located at 557 Ash Street, Hudson, Colorado, 80642, to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

Section 3. Any person living within the area proposed to be annexed, any landowner of lands thereof, any resident of the municipality to which the area is proposed to be annexed, any municipality located within one mile of the proposed annexation, or the Board of County Commissioners of Weld County, may appear at such hearing and present evidence upon any matter to be determined by the Board of Trustees.

INTRODUCED, READ and PASSED this 18<sup>th</sup> day of February, 2015.

TOWN OF HUDSON, COLORADO

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Raymond Patch, Mayor

ATTEST:

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Linnette Barker, Town Clerk

Exhibit A  
Property Description

**WCR 12.5 ANNEXATION TO HUDSON**

A parcel of land being a portion of Section Three (3) and the West Half of Section Two (2), Township One North (T.1N.), Range Sixty-five West (R.65W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

**BEGINNING** at the Center Quarter Corner of said Section 3 and assuming the North line of the Southwest Quarter of said Section 3 as bearing South 89°44'39" West a distance of 2664.11 feet with all other bearings contained herein relative thereto:

THENCE South 00°09'02" West along the East line of the Southwest Quarter of said Section 3 a distance of 50.00 feet to the North line of that parcel of land annexed to the Town of Hudson in an Annexation Map recorded September 11, 2002 as Reception No. 2986545 of the Records of Weld County;

THENCE South 89°44'39" West along said North line a distance of 1319.13 feet to the beginning point of a curve, non-tangent to this course on the Southerly prolongation of the Northeasterly line of that parcel of land described in that deed recorded April 1, 1968 ;  
THENCE along said Northeasterly line and along the arc of a curve concave to the Southwest a distance of 399.58 feet, said curve has a Radius of 1985.00 feet, a Delta of 11°32'01" and is subtended by a Chord bearing North 75°44'16" West a distance of 98.91 feet to a line parallel with and 50.00 feet Northerly of, as measured at a right angle to the South line of the Northwest Quarter of said Section 3;

THENCE North 89°44'39" East along said parallel line a distance of 1705.57 feet to a line parallel with and 50.00 feet Northerly of, as measured at a right angle to the South line of the Northeast Quarter of said Section 3;

THENCE North 89°43'57" East along said parallel line a distance of 2633.67 feet to the West line of the Northwest Quarter of said Section 2;

THENCE South 00°08'33" East along the west line of the Northwest Quarter of said Section 2 a distance of 10.00 feet to a line parallel with and 40.00 feet Northerly of, as measured at a right angle to the South line of the Northwest Quarter of said Section 2;

THENCE North 89°09'55" East along said parallel line a distance of 742.09 feet to the Westerly line of Parcel 3 of the North I-76 Annexation to the Town of Hudson recorded January 24, 1996 as Reception No. 2473142 of the Records of Weld County;

The next Three (3) courses are along the Westerly lines of said North I-76 Annexation:

THENCE South 09°28'03" West a distance of 40.66 feet;

THENCE South 89°08'58" West a distance of 83.30 feet;

THENCE South 00°21'27" East a distance of 49.98 feet to a line parallel with and 50.00 feet Southerly of, as measured at a right angle to the North line of the Southwest Quarter of said Section 2;

THENCE South 89°09'55" West along said parallel line a distance of 651.83 feet to a line parallel with and 50.00 feet Southerly of, as measured at a right angle to the North line of the Southeast Quarter of said Section 3;

THENCE South 89°43'57" West along said parallel line a distance of 936.06 feet to the Easterly line of the Hudson Village Square 2 Annexation recorded November 18, 2008 as Reception No. 3590490 of the Records of Weld County;  
THENCE North 00°09'17" East along said East line a distance of 80.00 feet to the Northerly line of said Hudson Village Square 2 Annexation;  
THENCE South 89°43'57" West along said Northerly line a distance of 1698.31 feet to the West line of the Northeast Quarter of said Section 3;  
THENCE South 00°20'55" East along the West line of the Northeast Quarter of said Section 3 a distance of 30.00 feet to the **POINT OF BEGINNING**;

**TOTAL ANNEXED AREA** for the WCR 12.5 Annexation is 7.765 acres, more or less (±).

## MEMORANDUM

**2.b.**

**To:** Board of Trustees  
**From:** Joe Racine, Town Administrator  
**Date:** February 18, 2015  
**Subject:** Discussion, discharge of firearms in town

### **Attachment**

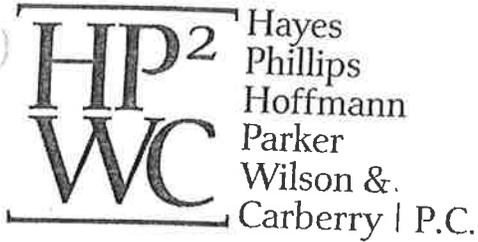
Annexation of the Lloyd Land property has raised the issue of the current blanket prohibition on discharge of firearms in town. There has historically been hunting and trap shooting on the property. In view of its relatively remote location, this type of activity might not present any hazard to the community.

Concerns raised at the last Board meeting include the establishment of yet another administrative permit that would be difficult to administer. The sense of the Board at that time was that some sort of straight forward acknowledgement of statutory restrictions on use of firearms in proximity to urban land uses, along with a brochure or other public education would be a preferable system.

Attached is an excerpt from the current code, a memo from the Town Attorney (distributed also at the last meeting), and a DRAFT ordinance addressing the issue. This meeting will be an opportunity to continue discussion the issue and to gain direction from the Board as to how to proceed with preparation of a final draft ordinance.

**Sec. 10-55. Discharge of firearms.**

It is unlawful for any person, except a law enforcement officer in performance of his or her duties, to fire or discharge within the town any firearm, revolver or pistol of any description, shotgun or rifle which may be used for the explosion of cartridges or shells, or any air gun, gas-operated gun, spring gun or bows and arrows. This section shall not apply to persons discharging such weapons in lawful defense of person or property. (Ord. 90-2 §1, 1990)



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M. Patrick Wilson

Of Counsel  
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Kelly L. Donlon  
Elizabeth R. Cross  
Charissa A. Johnston  
T. Damien Zumbrennen  
Kathryn M. Sellars

John E. Hayes (Retired)

**TOWN OF HUDSON**  
**MEMORANDUM**

**TO: MAYOR AND BOARD OF TRUSTEES  
JOE RACINE, TOWN ADMINISTRATOR**

**FROM: COREY Y. HOFFMANN, TOWN ATTORNEY *CH*  
KELLY L. DONLON, ESQ.**

**DATE: JANUARY 20, 2015**

**RE: REGULATION OF THE DISCHARGE OF FIREARMS WITHIN TOWN  
LIMITS FOR HUNTING PURPOSES**

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This memorandum addresses the question of whether the Town of Hudson as a statutory town has the ability to amend its Municipal Code (the "Code") to allow for the discharge of firearms for hunting purposes within newly annexed rural areas in Town. In short, the Town is able to make such an amendment to its Code and we have provided examples of other municipalities' exceptions to their firearm discharge ordinances below.

For your reference, Code Section 10-55 currently controls the discharge of firearms within Town limits and reads as follows:

It is unlawful for any person, except a law enforcement officer in performance of his or her duties, to fire or discharge within the town any firearm, revolver or pistol of any description, shotgun or rifle which may be used for the explosion of cartridges or shells, or any air gun, gas-operated gun, spring gun or bows and arrows. This section shall not apply to persons discharging such weapons in lawful defense of person or property.

January 20, 2015

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### State Law Concerning Firearms and Hunting

Despite a statewide regulatory scheme regarding firearms, the statutes do not directly address the regulation of the discharge of firearms. More specifically, there is no state law that would preclude the Town from allowing hunting within Town limits. However, the statutes and regulations discussed below do require limitations the Town must consider when making any amendments to the Code.

C.R.S. § 18-9-106 defines disorderly conduct, and in relevant part states a person commits disorderly conduct if he or she intentionally, knowingly, or recklessly “not being a peace officer, discharges a firearm in a public place except when engaged in lawful target practice or hunting...” (emphasis added). As such, no one can be charged with disorderly conduct, as long as the hunting that takes place within Town limits is lawful.

C.R.S. § 33-6-122 makes it unlawful for any person to hunt or take wildlife in a careless manner or to discharge a firearm in a careless manner, which endangers human life or property. “Careless” means “failing to exercise the degree of reasonable care that would be exercised by a person of ordinary prudence under all existing circumstances in consideration of the probable danger or injury or damage.” *Id.*

There are additional sections within Article 6 of Title 33 that place restrictions on using a firearm when hunting. It is unlawful to hunt under the influence of alcohol or drugs (C.R.S. § 33-6-123); to hunt from or with a motor vehicle (C.R.S. § 33-6-124); to shoot a firearm from, upon or across a public road (C.R.S. § 33-6-125); to utilize any artificial light as an aid in hunting (C.R.S. § 33-6-127); or to hunt any wildlife from a snowmobile (C.R.S. § 33-14-117).

Additionally, the Code of Colorado Regulations places the following restrictions on using a firearm for hunting purposes. It is unlawful to discharge a firearm or bow within designated parking, camping or picnic areas. 2 CCR 406-9. It is also unlawful to possess the following types of ammunition and/or firearms: tracer rounds, armor-piercing rounds, military hardened rounds with explosive substances, .50 caliber BMG rounds, or fully automatic firearms. *Id.*

Finally, the Code of Colorado Regulations places specific restrictions on waterfowl hunting. Such hunting is prohibited within 50 yards on each side of the center line of any public road, and within 150 yards of any dwelling, including the air space directly above the closure, without first obtaining the permission from the owners, occupant or person in charge of the dwelling. 2 CCR 406-5. The following are the legal methods for hunting waterfowl: shotgun; hand-held bow; blinds; hawking or falconry; and decoys, dogs and calls. *Id.* It is illegal to use a shotgun larger than 10 gauge, that fires more than a single slug, and that holds more than 3 shells in the magazine and chamber combined. *Id.*

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### Other Municipal Firearm Discharge Ordinances

A brief survey of Colorado local government municipal codes has revealed other ordinances that allow for numerous exceptions to the prohibition on discharging a firearm within municipal limits. Similar wording to these ordinances can be used if the Town wants to create a hunting exception in its Code.

For example, the Town of Mead's ordinance contains a hunting exception and states:

It is unlawful to discharge a projectile from a firearm or gas-operated or mechanically operated gun, except:

(1) At a target range designated by the Town for the specific type of weapon involved; or

(2) During the act of hunting on lands designated by the Town as being in agricultural production and subject to an annual permit issued by the Town to the property owner. Application for an annual migratory waterfowl and game bird hunting permit shall be made to the Town Clerk, together with the payment of the twenty-dollar permit fee. The designation of lands as being in agricultural production and the issuance of the permit shall be reviewed and approved on a case-by-case basis by the Board of Trustees. Permits issued shall be for the benefit of the property owner or his or her invitees and shall be only for the taking of migratory waterfowl and game birds in accordance with all state and federal regulations.

*See Mead Municipal Code Section 10-10-20 (emphasis added).*

The Town of Winsor gives the Town Board authority, by resolution, to allow the discharge of firearms within town limits for hunting or target shooting:

(a) Except as specifically provided herein, it shall be unlawful for any persons to discharge any firearms, BB guns, pellet guns, bow and arrow or crossbows in the Town. This prohibition shall not apply to peace officers engaged in the lawful execution of their duty or to peace officers engaged in firearms training. Additionally, this prohibition shall not apply to any persons lawfully defending their person or property in accordance with the laws of the State.

(b) The Town Board may, by resolution containing such conditions as may be appropriate, designate certain areas of the Town wherein firearms, BB guns, pellet guns, bow and arrow or crossbows may be discharged for the purpose

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of hunting or target shooting. Any such resolution so adopted shall be subject to all statutes and regulations of the State pertaining to the discharge of firearms, BB guns, pellet guns, bow and arrow or crossbows.

*See Windsor Municipal Code Section 10-4-90 (emphasis added).*

Likewise, the Town of Milliken gives the Chief of Police authority to give permission to discharge a firearm:

(a) It is unlawful for any person, except a law enforcement officer in the performance of his or her duties, to fire or discharge within the Town a revolver or pistol of any description, shotgun or rifle which may be used for the explosion of cartridges or shells, or any air gun, gas-operated gun, spring gun, sling shot or bow and arrow.

(b) Permission to discharge a firearm or weapon for public health or safety purposes may be granted in writing by the Chief of Police. Such permission shall be granted annually at the request of the petitioner and shall limit the time and place of such firing and specifically set forth the purpose and limitations for which such permission to discharge a firearm or weapon has been granted. When the firing of a firearm or weapon is within the authorized limits, it shall not be deemed a violation hereof. Permission may be revoked at any time in the discretion of the Chief of Police.

*See Millikin Municipal Code Section 10-9-90.*

The Town of Firestone's discharge weapon ordinance gives numerous exceptions, and reads:

A. It is unlawful for any person to fire or discharge within the Town any firearm, airgun, BB gun, bow and arrow or any toy gun projecting lead or missiles.

B. Subsection A of this Section shall not apply to:

1. A private shooting range or gallery specifically designated for such purpose by the Town pursuant to an annexation agreement and Outline Development Plan.

2. Private hunting on a single parcel exceeding one hundred forty acres if such use is specifically designated for such purpose by the Town pursuant to an annexation agreement and Outline Development Plan.

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3. Any officer of the law discharging a firearm in the performance of his duty.

4. Any person from discharging a firearm or other weapon when lawfully defending persons or property.

5. Such activities within St. Vrain State Park as part of a shooting event or activity sanctioned by the state agency having jurisdiction over state parks and in accordance with state statutes and regulations concerning the possession, carrying or discharge of firearms and other weapons in state parks, provided that the Town shall be given advance notice of such event or activity.

C. Subsection A of this Section and Section 9.16.130 of this Code shall not apply to any person discharging from a shotgun of 12 gauge or smaller a shell containing a timed pyrotechnic report projectile, commonly referred to as a "bird bomb" or "shell cracker," without lead or shot, solely when discharged for the purpose of scaring waterfowl, on private property of not less than one hundred acres under single ownership and only pursuant to and in full compliance with a written permit issued upon approval of the Board of Trustees, which permit shall be for a term prescribed by the Board.

See Firestone Municipal Code Section 9.24.020 (emphasis added).

Lastly, the City of Dacono also has numerous exceptions to its firearm discharge ordinance:

(a) It is unlawful for any person to fire or discharge within the City any firearm. For purposes of this Section, *firearm* includes any device designed and intended to expel a projectile by action of gunpowder, any other explosive, compressed air, compressed gas or mechanical device. By way of example and not limitation, items that are to be considered firearms under this Section include guns, pistols, rifles, shotguns, BB guns, pellet guns, air rifles, bows and arrows, paintball guns and paintball rifles.

(b) Exceptions. This Section shall not apply to:

(1) The discharge of a firearm by a law enforcement officer or military personnel acting within the line of duty, including but not limited to active operations, training exercises and ceremonies.

(2) The discharge of a firearm in lawful defense of person or property.

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(3) The discharge of paintball guns or paintball rifles within a paintball establishment located within the I-1 district for which City Council has approved a paintball field pursuant to Article 7 of Chapter 16 of this Code.

(4) The discharge of a firearm in shooting galleries or at indoor shooting ranges located within the I-1 district for which City Council has approved such gallery or range pursuant to Article 7 of Chapter 16 of this Code, where such firearm may be discharged so as not to endanger persons or property and the projectile from such firearm is prevented from traversing any grounds or space outside such gallery or range, and where such gallery or range operates pursuant to rules and regulations regarding safety and patron conduct at the range that have been submitted to and approved by the Chief of Police. It shall be unlawful for any owner or operator of a shooting gallery or range to allow or permit the discharge of any firearm at such gallery or range without having first received approval from the Chief of Police of such rules and regulations, or in violation of such rules and regulations.

*See Dacono Municipal Code Section 10-84.*

**Conclusion**

To conclude, it is permissible for the Town to amend Code Section 10-55 to allow for a hunting exception, and/or any of the other exceptions seen above. Please let us know if you would like us to prepare a draft ordinance on this subject.

As always, if you have any questions, please do not hesitate to contact us.

ORDINANCE NO.

NO.

Series of 2015

**TITLE: AN ORDINANCE REPEALING AND REENACTING SECTION 10-55 OF THE HUDSON MUNICIPAL CODE TO CREATE EXCEPTIONS TO THE BAN ON THE DISCHARGE OF FIREARMS WITHIN THE TOWN**

BE IT ORDAINED BY THE BOARD OF TRUSTEES FOR THE TOWN OF HUDSON, COLORADO, THAT:

Section 1. Section 10-55 of the Hudson Municipal Code is hereby repealed and reenacted to read as follows:

**Sec. 10-55. Discharge of firearms.**

(a) It is unlawful for any person to fire or discharge within the Town any firearm. For purposes of this Section, *firearm* includes any revolver or pistol of any description, shotgun or rifle which may be used for the explosion of cartridges or shells, or any air gun, gas-operated gun, spring gun, or bows and arrows.

(b) Exceptions. This Section shall not apply to:

(1) The discharge of a firearm by a law enforcement officer or military personnel acting within the line of duty, including but not limited to active operations, training exercises and ceremonies.

(2) The discharge of a firearm in the lawful defense of person or property.

(3) The discharge of a firearm during the act of lawful hunting pursuant to State law, including the Rules and Regulations of the Colorado Parks and Wildlife.

(4) The discharge of a firearm at a private shooting range or gallery specifically authorized for operation by the Town Board of Trustees by resolution. It shall be unlawful for any owner or operator of a shooting range or gallery to allow or permit the discharge of a firearm at such range or gallery without having first received approval by resolution from the Town Board of Trustees.

Section 2. Safety Clause. The Town Board of Trustees hereby finds, determines, and declares that this ordinance is promulgated under the general police power of the Town of Hudson, that it is promulgated for the health, safety, and welfare of the public, and that this ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that the ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. Effective Date. This Ordinance shall become effective thirty (30) days after final publication.

INTRODUCED, READ IN FULL, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

TOWN OF HUDSON, COLORADO

\_\_\_\_\_  
Raymond Patch, Mayor

ATTEST:

\_\_\_\_\_  
Linnette Barker, CMC, Town Clerk

PASSED ON SECOND AND FINAL READING this \_\_\_\_\_ day of \_\_\_\_\_,  
2015, AND ORDERED PUBLISHED ONCE IN FULL.

TOWN OF HUDSON, COLORADO

\_\_\_\_\_  
Raymond Patch, Mayor

ATTEST:

\_\_\_\_\_  
Linnette Barker, CMC, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Corey Y. Hoffmann, Town Attorney

## MEMORANDUM

2.c.

**To:** Board of Trustees  
**From:** Joe Racine, Town Administrator  
**Date:** February 18, 2015  
**Subject:** Resolution No. 15-13, Covenant amendment, Land Airport Annexation

### Attachments

As part of the annexation agreement for the Land Airport Annexation the Town agreed to request and to take assignment of the existing restrictive covenant on a portion of the annexed property and to amend the covenant to recognize that the land had been zoned within the Town with certain land use limitations as listed in the annexation agreement. Resolution No. 15-13 provides for the Board of Trustees, along with the land owner, to agree to the amended covenant.

Attached for your reference are the following:

- Proposed Resolution No. 15-13, approving the amended restrictive covenant
- Proposed “amended and restated” covenant
- Original covenant, dated August 5, 2009
- Assignment of the restrictive covenant, approved by the County Commission on November 19, 2014
- Hudson Resolution No. 14-34, Accepting the assignment of the covenant
- Excerpt from the annexation agreement, providing for the assignment and amendment of the covenant

The original covenant covered a geographic area that is primarily north and west of the Xcel power plant. Parties to the original covenant were Anacapa Land Company, CCL, (Calpine), and Weld County. Anacapa was the land owner. The covenant generally limited land uses on the property to agricultural uses and mineral development. Neither the Town nor the current land owner were parties to the original covenant.

The proposed revision amends that restriction to limit uses to those allowed by the Town’s zoning, as limited further by the annexation agreement. It also provides a notice to prospective purchasers of land within the covenant area that the property is in proximity to the power plant, a facility “may from time to time produce noise or other environmental impacts that may adversely affect the enjoyment of such parcels.”

This meeting is the last meeting of the Board of Trustees to approve a covenant amendment within the timeframe specified in the annexation agreement. If approved, the agreement will be forwarded to the land owner for signature and recording.

RESOLUTION NO.

15-13

**TITLE: A RESOLUTION APPROVING THE AMENDED AND RESTATED RESTRICTIVE COVENANT FOR A PORTION OF THE LLOYD LAND AIRPORT ANNEXATION**

WHEREAS, the Town of Hudson (the "Town"), annexed the property known as the Lloyd Land Airport Annexation Nos. 1 and 2 (the "Annexation Area"); and

WHEREAS, a portion of the Annexation Area was within the boundary of a restrictive covenant, dated August 5, 2009 and recorded in the Weld County land records at reception No. 3643902 (the "Covenant"); and

WHEREAS the annexation agreement for the Annexation Area provided for the Town to take assignment of the Covenant as beneficiary and to approve certain amendments to the Covenant.

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

Section 1. That the Amended and Restated Restrictive Covenant, attached as Exhibit A and incorporated herein, is hereby approved.

Section 2. That the Mayor is authorized to sign the Amended and Restated Restrictive Covenant on behalf of the Board of Trustees.

INTRODUCED, READ and PASSED this 18<sup>th</sup> day of February, 2015.

TOWN OF HUDSON, COLORADO

\_\_\_\_\_  
Raymond Patch, Mayor

ATTEST:

\_\_\_\_\_  
Linnette Barker, Town Clerk

Exhibit A  
Amended and Restated Restrictive Covenant

AMENDED AND RESTATED RESTRICTIVE COVENANT

THIS AMENDED AND RESTATED RESTRICTIVE COVENANT ("the Amended Covenant") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2015, by and between the Town of Hudson, Colorado (the "Town") and Lloyd Land and Lloyd Land Airport, LLC ("Property Owner" or "Grantor") as follows:

WHEREAS, the Board of County Commissioners of Weld County ("Weld County") was the beneficiary of that Restrictive Covenant by Anacapa Land Company, LLC dated August 5, 2009, and recorded in the records of the Weld County Clerk and Recorder's Office on August 20, 2009 at Reception No. 3643902 (the "Covenant");

WHEREAS, the property as defined in the Covenant (the "Land Property") was annexed by the Town, and as a result of such annexation, the Covenant was assigned to the Town by that Assignment of Restrictive Covenant by Weld County dated November 19, 2014, accepted by the Town on December 3, 2014, and recorded on December 31, 2014 in the Weld County Clerk and Recorder's Office at Reception No. 4072183; and

WHEREAS, the Town and the owner of the Land Property desire to enter into this Amended and Restated Restrictive Covenant as set forth below.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Town of Hudson and Property Owner hereby agree as follows:

1. **Covenant.** Property Owner as Grantor, hereby covenants and agrees that the Property shall, from and after the date hereof, be used consistent with those zoning designations more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, and as further limited by that list of Excluded Land Uses set forth in Exhibit C to that Annexation Agreement dated November 5, 2014, attached hereto as **Exhibit B**, and incorporated herein by this reference. For purpose of this Amended Covenant, the zoning designations identified on Exhibit A shall be those designations set forth in the Hudson Municipal Code as of the date of this Amended Covenant. The foregoing shall be subject to, and the use of the Property shall at all times comply with, all zoning and other Town land use requirements applicable to the Property and in effect from time to time (including the benefit of any grandfathered rights applicable at any time to the Property or uses or improvements thereon). At no time during the term of this Agreement, or anytime subsequent to its termination, shall the Town be responsible for maintaining the Land Property, or for general liability associated with its use and maintenance.

2. **Notice of Nearby Industrial Facility.** Owners and purchasers of parcels of land within the Land Property are advised that the Land Property is in close proximity to an electric power generation facility that may from time to time produce noise or other environmental impacts that may adversely affect the enjoyment of such parcels.

3. **Termination.** This Amended Covenant shall continue in perpetuity unless terminated in writing (which termination may relate to all or any portion of the Property) by the then owner of the Property (or portion thereof as to which this Amended Covenant is terminated) and the Town.

4. **Amended Covenant Runs With the Land.** This Amended Covenant shall constitute a restrictive covenant, which shall run with the Property for the benefit of the Town until its termination pursuant to Paragraph 2 above. The terms and obligations of this Amended Covenant shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of the Town.

5. **Enforcement.** This Amended Covenant is enforceable by and only by the Town. The Town shall have the right to prevent and correct or require correction of violations of the provisions of this Amended Covenant. The Town shall have the right to seek specific performance, injunctive or other equitable relief with respect to any violations of this Amended Covenant.

6. **No Benefit to Third Parties.** This Amended Covenant does not and shall not be deemed to confer upon or grant to the public or any person not a party hereto any rights whatsoever and, except as provided in Paragraph 4 above, no person shall have the right to enforce, claim damages or to bring any lawsuit, action or other proceedings against either Grantor or the Town because of any breach hereof, or because of any of the terms, covenants, agreements or conditions contained herein.

7. **Waiver.** Enforcement of the provisions of this Amended Covenant shall be at the discretion of the Town. Any failure of the Town to discover a violation or any forbearance to exercise its rights hereunder shall not be deemed or construed to be a waiver of such provisions or of any subsequent breach of the same or any other provisions of this Amended Covenant or of any of the Town's rights hereunder or an abandonment of any rights, duties or responsibilities hereunder.

8. **Recordation.** The Town may record this Amended Covenant in the real estate records in the office of the Clerk and Recorder of Weld County, Colorado.

9. **Governing Law.** The laws of the State of Colorado shall govern the interpretation and performance of this Amended Covenant. Venue for any action or proceeding arising under or relating to this Amended Covenant shall only be proper in Weld County, Colorado.

10. **Severability.** In the case one or more of the provisions contained in this Amended Covenant, or any application hereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Amended Covenant and the application thereof shall not in any way be affected or impaired.

**[Remainder of Page Intentionally Left Blank]**

IN WITNESS WHEREOF, this Assignment is executed by the Town of Hudson and Lloyd Land as of the date first above written.

**TOWN OF HUDSON, COLORADO**

By: \_\_\_\_\_  
Raymond Patch, Mayor

ATTEST:

By: \_\_\_\_\_  
Linnette Barker, CMC, Town Clerk

**OWNER**

LLOYD LAND AIRPORT, LLC, a Colorado limited liability company

By: \_\_\_\_\_  
Lloyd Land, Manager

\_\_\_\_\_  
Lloyd Land, an individual

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The above and foregoing signature of Lloyd Land as Manager of Lloyd Land Airport, LLC, a Colorado liability company was acknowledged, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

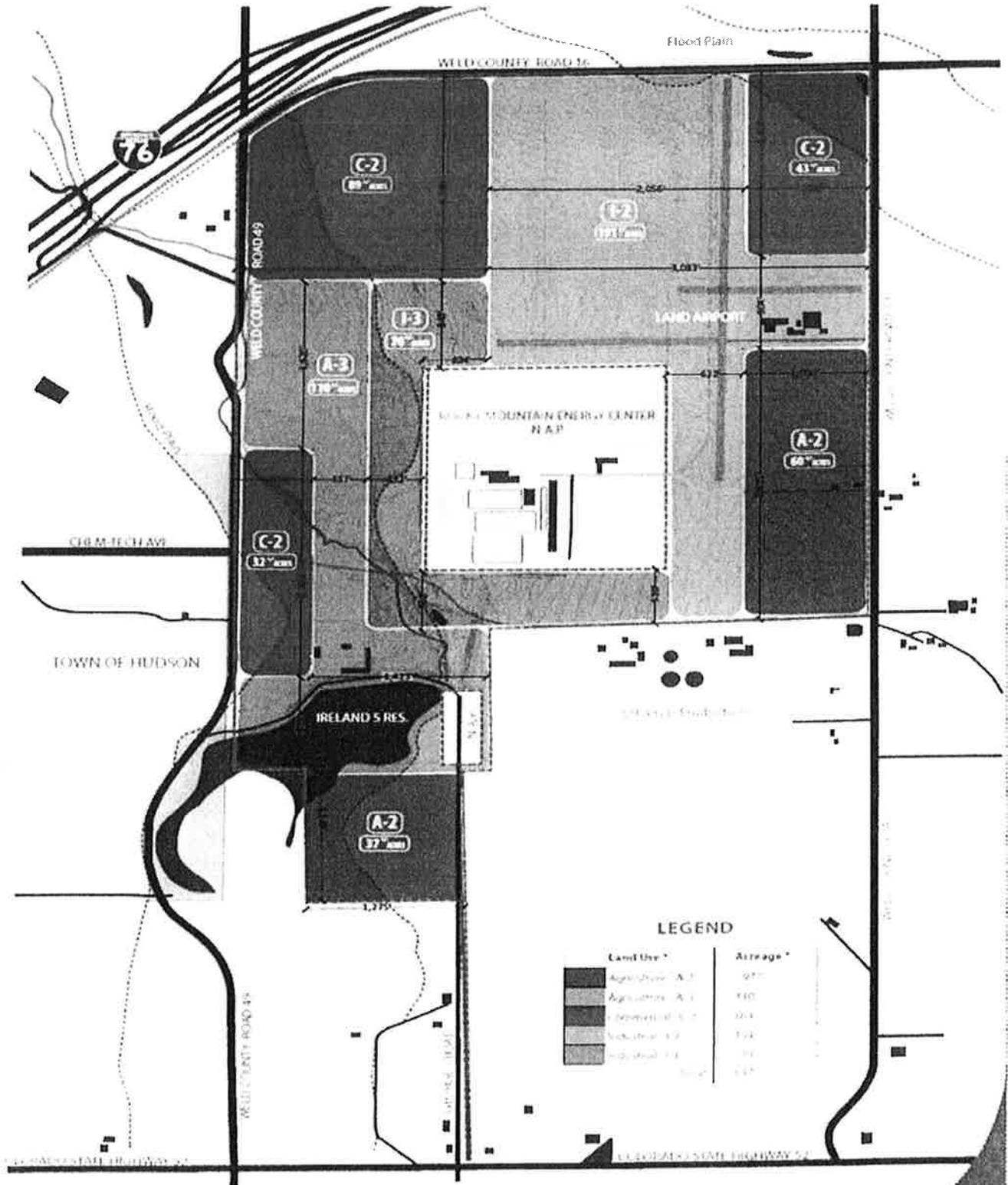
Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Exhibit A

ZONING DISTRICTS TO BE APPLIED TO THE PROPERTY



Zoning Plan

Land Airport Hudson, CO

**Exhibit B**  
**(Exhibit C to Annexation Agreement, List of Excluded Land Uses)**

**LIST OF EXCLUDED LAND USES**

The following list of excluded land uses are not permitted on the Property that is zoned Industrial three district (I-3).

1. General offices
2. Medical and dental offices
3. Flea markets, indoor and outdoor
4. Governmental buildings, including fire stations
5. Sexually oriented businesses
6. The temporary uses of Auctions and Bazaars
7. Automobile sales and service
8. Adult entertainment uses
9. The manufacture, processing, use, sale or long-term storage of any highly flammable, corrosive or explosive liquids, solids or gases or highly toxic substances
10. Containers for the above ground storage of flammable or combustible liquids and flammable gases in excess of forty thousand gallon capacity per single property
11. Transportation terminals where vehicles are used to carry flammable, explosive, hazardous or highly toxic materials
12. Any temporary use allowed in the commercial districts

## AMENDED AND RESTATED RESTRICTIVE COVENANT

THIS AMENDED AND RESTATED RESTRICTIVE COVENANT ("the Amended Covenant") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2015, by and between the Town of Hudson, Colorado (the "Town") and Lloyd Land and Lloyd Land Airport, LLC ("Property Owner" or "Grantor") as follows:

WHEREAS, the Board of County Commissioners of Weld County ("Weld County") was the beneficiary of that Restrictive Covenant by Anacapa Land Company, LLC dated August 5, 2009, and recorded in the records of the Weld County Clerk and Recorder's Office on August 20, 2009 at Reception No. 3643902 (the "Covenant");

WHEREAS, the property as defined in the Covenant (the "Land Property") was annexed by the Town, and as a result of such annexation, the Covenant was assigned to the Town by that Assignment of Restrictive Covenant by Weld County dated November 19, 2014, accepted by the Town on December 3, 2014, and recorded on December 31, 2014 in the Weld County Clerk and Recorder's Office at Reception No. 4072183; and

WHEREAS, the Town and the owner of the Land Property desire to enter into this Amended and Restated Restrictive Covenant as set forth below.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Town of Hudson and Property Owner hereby agree as follows:

1. **Covenant.** Property Owner as Grantor, hereby covenants and agrees that the Property shall, from and after the date hereof, be used consistent with those zoning designations more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, and as further limited by that list of Excluded Land Uses set forth in Exhibit C to that Annexation Agreement dated November 5, 2014, attached hereto as **Exhibit B**, and incorporated herein by this reference. For purpose of this Amended Covenant, the zoning designations identified on Exhibit A shall be those designations set forth in the Hudson Municipal Code as of the date of this Amended Covenant. The foregoing shall be subject to, and the use of the Property shall at all times comply with, all zoning and other Town land use requirements applicable to the Property and in effect from time to time (including the benefit of any grandfathered rights applicable at any time to the Property or uses or improvements thereon). At no time during the term of this Agreement, or anytime subsequent to its termination, shall the Town be responsible for maintaining the Land Property, or for general liability associated with its use and maintenance.

2. **Notice of Nearby Industrial Facility.** Owners and purchasers of parcels of land within the Land Property are advised that the Land Property is in close proximity to an electric power generation facility that may from time to time produce noise or other environmental impacts that may adversely affect the enjoyment of such parcels.

3. **Termination.** This Amended Covenant shall continue in perpetuity unless terminated in writing (which termination may relate to all or any portion of the Property) by the

then owner of the Property (or portion thereof as to which this Amended Covenant is terminated) and the Town.

4. **Amended Covenant Runs With the Land.** This Amended Covenant shall constitute a restrictive covenant, which shall run with the Property for the benefit of the Town until its termination pursuant to Paragraph 2 above. The terms and obligations of this Amended Covenant shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of the Town.

5. **Enforcement.** This Amended Covenant is enforceable by and only by the Town. The Town shall have the right to prevent and correct or require correction of violations of the provisions of this Amended Covenant. The Town shall have the right to seek specific performance, injunctive or other equitable relief with respect to any violations of this Amended Covenant.

6. **No Benefit to Third Parties.** This Amended Covenant does not and shall not be deemed to confer upon or grant to the public or any person not a party hereto any rights whatsoever and, except as provided in Paragraph 4 above, no person shall have the right to enforce, claim damages or to bring any lawsuit, action or other proceedings against either Grantor or the Town because of any breach hereof, or because of any of the terms, covenants, agreements or conditions contained herein.

7. **Waiver.** Enforcement of the provisions of this Amended Covenant shall be at the discretion of the Town. Any failure of the Town to discover a violation or any forbearance to exercise its rights hereunder shall not be deemed or construed to be a waiver of such provisions or of any subsequent breach of the same or any other provisions of this Amended Covenant or of any of the Town's rights hereunder or an abandonment of any rights, duties or responsibilities hereunder.

8. **Recordation.** The Town may record this Amended Covenant in the real estate records in the office of the Clerk and Recorder of Weld County, Colorado.

9. **Governing Law.** The laws of the State of Colorado shall govern the interpretation and performance of this Amended Covenant. Venue for any action or proceeding arising under or relating to this Amended Covenant shall only be proper in Weld County, Colorado.

10. **Severability.** In the case one or more of the provisions contained in this Amended Covenant, or any application hereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Amended Covenant and the application thereof shall not in any way be affected or impaired.

**[Remainder of Page Intentionally Left Blank]**

IN WITNESS WHEREOF, this Assignment is executed by the Town of Hudson and Lloyd Land as of the date first above written.

**TOWN OF HUDSON, COLORADO**

By: \_\_\_\_\_  
Raymond Patch, Mayor

ATTEST:

By: \_\_\_\_\_  
Linnette Barker, CMC, Town Clerk

**OWNER**

LLOYD LAND AIRPORT, LLC, a Colorado limited liability company

By: \_\_\_\_\_  
Lloyd Land, Manager

\_\_\_\_\_  
Lloyd Land, an individual

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The above and foregoing signature of Lloyd Land as Manager of Lloyd Land Airport, LLC, a Colorado liability company was acknowledged, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

## RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT ("Covenant") is entered this 5<sup>th</sup> day of August, 2009, by ANACAPA LAND COMPANY, LLC, a Delaware limited liability company ("Grantor"), whose address is 717 Texas Avenue, Suite 1000, Houston, Texas 77002, to and for the benefit of WELD COUNTY, a political subdivision of the State of Colorado (the "County"), whose address is 915 Tenth Street, P. O. Box 758, Greeley CO 80632.

## RECITALS

A. Grantor is the sole and lawful owner of property located in Weld County, Colorado, and more particularly described in Exhibit A attached hereto (the "Property"), and is authorized to grant this Covenant.

B. In connection with certain land use approvals granted by Weld County to Rocky Mountain Energy Center, LLC for the Rocky Mountain Energy Center ("RMEC"), Grantor offered to maximize the preservation of the current agricultural use of a significant portion of its property. Specifically, Development Standard Number 2 of the Resolution approving the Use-by-Special Review permit by the Board of County Commissioners of Weld County, dated February 6, 2002 ("USR-1339"), states, "In accordance with the application, the RMEC design will preserve a significant amount of farmland and environmentally significant area of the Power Generation Facility Property for the term of the Use by Special Review Permit."

C. In furtherance and fulfillment of that offer, Grantor (an affiliate of Rocky Mountain Energy Center, LLC) has agreed to grant a restrictive covenant against the Property as set forth herein.

## AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby covenants and agrees to restrict all future use of the Property, upon and subject to the following terms and conditions:

1. Covenant. Grantor, hereby covenants and agrees that the Property shall, from and after the date hereof, be used for Agricultural Purposes and other purposes incidental or accessory thereto and for no other purposes whatsoever. For purposes of this Covenant, "Agricultural Purposes" shall mean cultivating land, producing crops, vegetables, plants, flowers and nursery stock, ranching, raising livestock and preparation of agricultural products for use or consumption, and shall include, without limitation, livestock grazing and feeding, gardening, keeping the land planted with native vegetation, mineral exploration and extraction (limited to oil and gas exploration and production) and any other uses permitted as a "use-by-right" within Agricultural Zone Districts (or any counterpart under any future land use laws applicable to the Property) of Chapter 23 of the Weld County Code, or any combination thereof. Road access to and from the power plant facilities located on the lands of Grantor and/or RMEC (and their respective successors and assigns) shall be allowed to be constructed and maintained on the Property and shall comply with any requirements or restrictions of such access which may be set forth in USR-1339 or the Weld County Code. The foregoing shall be subject to, and the use of the Property shall at all times comply with, all zoning and other Weld County land use requirements applicable to the Property and in effect from time to time (including the benefit of any grandfathered rights applicable at any time to the Property or uses or improvements thereon). At no time during the term of this

3843802 08/20/2009 11:44A Weld County, CO  
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2009-1864

Agreement, or anytime subsequent to its termination, shall the County be responsible for maintaining the Property, or for general liability associated with its use and maintenance.

2. **Termination.** This Covenant shall continue in perpetuity unless terminated in writing (which termination may relate to all or any portion of the Property) by the then owner of the Property (or portion thereof as to which this Covenant is terminated) and Weld County.

3. **Covenant Runs With the Land.** This Covenant shall constitute a restrictive covenant, which shall run with the Property for the benefit of Weld County until its termination pursuant to Paragraph 2. above. The terms and obligations of this Covenant shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of Weld County and its successors and assigns.

4. **Enforcement.** This Covenant is enforceable by and only by Weld County. Weld County shall have the right to prevent and correct or require correction of violations of the provisions of this Covenant. Weld County shall have the right to seek specific performance, injunctive or other equitable relief with respect to any violations of this Covenant.

5. **No Benefit to Third Parties.** This Covenant does not and shall not be deemed to confer upon or grant to the public or any person not a party hereto any rights whatsoever and, except as provided in Paragraph 4 above, no person shall have the right to enforce, claim damages or to bring any lawsuit, action or other proceedings against either Grantor or Weld County because of any breach hereof, or because of any of the terms, covenants, agreements or conditions contained herein.

6. **Waiver.** Enforcement of the provisions of this Covenant shall be at the discretion of Weld County. Any failure of Weld County to discover a violation or any forbearance to exercise its rights hereunder shall not be deemed or construed to be a waiver of such provisions or of any subsequent breach of the same or any other provisions of this Covenant or of any of Weld County's rights hereunder or an abandonment of any rights, duties or responsibilities hereunder.

7. **Attorneys Fees.** In the event of any litigation arising under or relating to this Covenant, the substantially prevailing party in such litigation shall be awarded its reasonable costs and expenses, including, without limitation, reasonable attorney's fees.

8. **Recordation.** Weld County may record this Covenant in the real estate records in the office of the Clerk and Recorder of Weld County, Colorado.

9. **Governing Law.** The laws of the State of Colorado shall govern the interpretation and performance of this Covenant. Venue for any action or proceeding arising under or relating to this Covenant shall only be proper in Weld County, Colorado.

10. **Severability.** In the case one or more of the provisions contained in this Covenant, or any application hereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Covenant and the application thereof shall not in any way be affected or impaired.

  
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**EXHIBIT A  
TO  
RESTRICTIVE COVENANT**

**Legal Description and Depiction of the Property**

See attached page(s)

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A-1

# EXHIBIT "A"

A PART OF SECTION 31, TOWNSHIP 2 NORTH AND THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO

SHEET 1 OF 2

## Parcel Description

A PARCEL OF LAND LOCATED IN SECTION 31, TOWNSHIP 2 NORTH AND IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 64 WEST OF THE 6TH P.M., WELD COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE ALONG THE SOUTH LINE OF SAID SECTION 31, N88°08'14"E, A DISTANCE OF 30.00' FEET, TO A POINT ON THE EASTERLY R.O.W. LINE OF WELD COUNTY ROAD 49, SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°25'59"W, ALONG SAID EASTERLY R.O.W. LINE, A DISTANCE OF 2693.27 FEET TO A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION 31; THENCE N00°29'19"W, ALONG SAID EASTERLY R.O.W. LINE, A DISTANCE OF 2103.75 FEET TO A POINT ON THE SOUTHERLY LINE OF THE RAILROAD R.O.W. BOOK 86 AND PAGE 457; THENCE ALONG THE SOUTHERLY LINE OF SAID RAILROAD R.O.W. 923.38 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 6255.32 FEET, AN INCLUDED ANGLE OF 08°27'28" AND SUBTENDED BY A CHORD BEARING NORTH 51°37'18" EAST, A DISTANCE OF 922.55 FEET TO A POINT ON THE SOUTHERLY R.O.W. LINE OF WELD COUNTY ROAD 16; THENCE N88°53'22"E, ALONG THE SAID SOUTHERLY R.O.W. LINE, A DISTANCE OF 3164.45 FEET TO A POINT ON THE WESTERLY LINE OF RECORDED EXEMPTION NO. 1305-J1-1-RE628; THENCE S00°17'54"W, ALONG SAID WESTERLY LINE, A DISTANCE OF 1141.09 FEET TO THE NORTHEAST CORNER OF THAT PARCEL DESCRIBED AT RECEPTION NO. 3267392; THENCE N89°42'08"W, ALONG THE NORTHERLY LINE OF SAID RECEPTION NO. 3267392, A DISTANCE OF 37.07 FEET; THENCE S00°17'54"W, ALONG THE WESTERLY LINE OF SAID RECEPTION NO. 3267392, A DISTANCE OF 1436.99 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE S00°16'57"W, A DISTANCE OF 254.86 FEET TO A POINT OF INTERSECTION OF SAID WESTERLY LINE AND THE NORTHERLY LINE OF THE ROCKY MOUNTAIN ENERGY PARCEL DESCRIBED AT RECEPTION NO. 2980526 AS BEING THE "PERMIT PROPERTY POWER GENERATION FACILITY SITE"; THENCE S89°30'04"W, ALONG THE NORTHERLY LINE EXTENDED AND THE NORTHERLY LINE OF SAID RECEPTION NO. 2980526, A DISTANCE OF 2322.71 FEET; THENCE S00°31'26"E, ALONG THE WESTERLY LINE OF SAID RECEPTION NO. 2980526, A DISTANCE OF 1951.35 FEET; THENCE N89°25'06"E, ALONG THE SOUTHERLY LINE OF SAID RECEPTION NO. 2980526, A DISTANCE OF 1967.56 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE S00°33'39"E, ALONG THE EASTERLY LINE EXTENDED OF SAID RECEPTION NO. 2980526, A DISTANCE OF 524.08 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 31; THENCE S88°08'19"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1045.57 FEET TO A SOUTH QUARTER CORNER OF SAID SECTION 31; THENCE S88°08'14"W ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 474.99 FEET; THENCE S00°37'09"E, ALONG A LINE PARALLEL WITH THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 575.00 FEET; THENCE S88°08'14"W ALONG A LINE PARALLEL WITH THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 840.72 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE S01°32'39"E, ALONG THE EASTERLY LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 724.89 FEET; THENCE S88°27'56"W, ALONG THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 1117.07 FEET TO A POINT ON THE EASTERLY R.O.W. LINE OF WELD COUNTY ROAD 49; THENCE N00°37'09"W, ALONG SAID EASTERLY R.O.W. LINE, A DISTANCE OF 1293.65, TO THE POINT OF BEGINNING.

I, JOHN B. GUYTON, A LICENSED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.



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JOHN B. GUYTON  
COLORADO P.L.S. #18406  
CHAIRMAN/CEO, FLATIRONS, INC.

FSI JOB NO. 09-100,357

FSI JOB NO. 09-100,357  
DRAWN BY: E.DAWS  
DATE: 5-5-2009

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. THIS EXHIBIT IS INTENDED TO DEPICT THE ACCOMPANYING PARCEL DESCRIPTIONS, RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

### Flatirons, Inc.

Surveying, Engineering & Geomatics

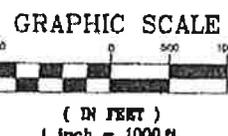
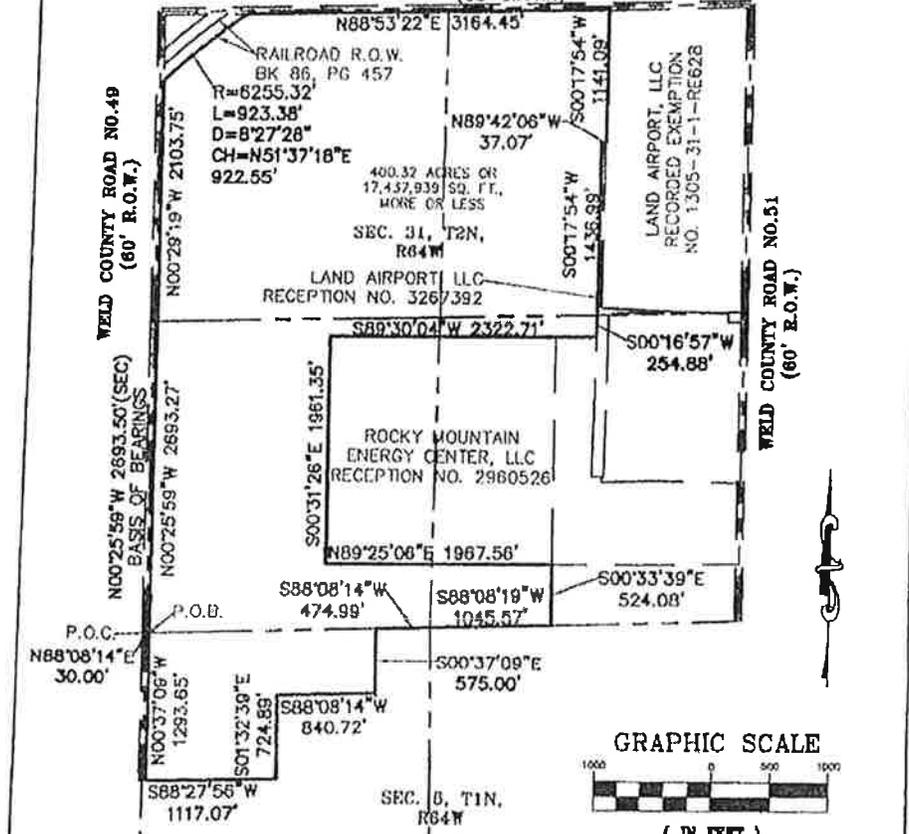
MAIN OFFICE  
3825 HHS AVENUE, #100  
BOULDER, CO 80301  
PH: (303) 443-7001  
FAX: (303) 443-9830



BRANCH OFFICE  
655 FOURTH AVENUE  
LONGMONT, CO 80501  
PH: (303) 776-1733  
FAX: (303) 776-4355

# EXHIBIT "A"

SHEET 2 OF 2  
WELD COUNTY ROAD NO.18  
(60' R.O.W.)



3843802 08/20/2009 11:44A Weld County, CO  
6 of 6 R 0.00 D 0.00 Steve Moreno Clerk & Recorder

FSI JOB NO. 09-100,357  
DRAWN BY: E.DAVIS  
DATE: 5-5-2009

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. THIS EXHIBIT IS INTENDED TO DEPICT THE ACCOMPANYING PARCEL DESCRIPTIONS. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

**Flatirons, Inc.**  
Surveying, Engineering & Geomatics

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BRANCH OFFICE  
855 FOURTH AVENUE  
LONGMONT, CO 80501  
PH: (303) 778-1733  
FAX: (303) 778-4355

## ASSIGNMENT OF RESTRICTIVE COVENANT

THIS ASSIGNMENT OF RESTRICTIVE COVENANT ("the Assignment") is made and entered into this 19<sup>th</sup> day of November 2014, by and between the Board of County Commissioners of Weld County, Colorado ("Weld County") and the Town of Hudson, Colorado (the "Town") as follows:

WHEREAS, the Board of County Commissioners of Weld County ("Weld County") is the beneficiary of that Restrictive Covenant by Anacapa Land Company, LLC dated August 5, 2009, and recorded in the records of the Weld County Clerk and Recorder's Office on August 20, 2009 at Reception No. 3643902 (the "Covenant");

WHEREAS, the Property as defined in the Covenant is within certain property that has, as of December 7, 2014, been finally annexed to the Town of Hudson, Colorado; and

WHEREAS, because the Property is now within the corporate limits of the Town of Hudson, Weld County desires to assign its right, title and interest as the beneficiary of the Covenant to the Town.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, Weld County and the Town of Hudson hereby agree as follows:

1. Pursuant to Section 3 of the Covenant, which contemplates assignment of the Covenant, Weld County hereby assigns all right, title and interest as beneficiary of the Covenant to the Town of Hudson.
2. The Town of Hudson hereby accepts the assignment of all right, title, and interest as beneficiary of the Covenant.

**[Remainder of Page Intentionally Left Blank]**







ATTES

TOWN OF HUDSON, a municipal corporation of the State of Colorado

By: Linnette Barker  
Linnette Barker, CMC Town Clerk

By: Raymond Patch  
Raymond Patch, Mayor

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Weld )

The above and foregoing signature of Raymond Patch, as Mayor of the Town of Hudson, Colorado was acknowledged, subscribed and sworn to before me this 3<sup>rd</sup> day of December, 2014.

Witness my hand and official seal.

My commission expires: 4/27/17



Linnette Barker  
Notary Public



RESOLUTION NO.

14-34

Series of 2014

**TITLE: A RESOLUTION ACCEPTING THE ASSIGNMENT FROM THE BOARD OF COUNTY COMMISSIONERS OF WELD COUNTY OF THAT RESTRICTIVE COVENANT DATED AUGUST 5, 2009**

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

Section 1. The Town hereby accepts the Assignment from the Board of County Commissioners of Weld County of that Restrictive Covenant Dated August 5, 2009, and recorded in the records of the Weld County Clerk and Recorder's Office on August 20, 2009 at Reception No. 3643902, attached hereto as **Exhibit A**, and authorizes the Mayor to execute the Assignment on behalf of the Town.

INTRODUCED, READ and PASSED this 3<sup>rd</sup> day of December, 2014.



TOWN OF HUDSON, COLORADO

Raymond Patch  
Raymond Patch, Mayor

Linnette Barker  
Linnette Barker, CMC, Town Clerk

## Excerpt from Land Airport Annexation Agreement

c. **Weld County Restrictive Covenant.** The Property Owner is entering into this Agreement and is undertaking the obligations imposed upon the Property Owner herein in reliance upon the Town's agreement to take assignment from Weld County of that certain Restrictive Covenant for the benefit of Weld County dated the 5<sup>th</sup> day of August, 2009 and recorded in the office of the Weld County Clerk and Recorder on August 20, 2009 at Reception No. 3643902, (the "Restrictive Covenant") and the Town's agreement to consider the adoption of certain amendments to the Restrictive Covenant applicable to the Property. **The Town shall use its best efforts to cause Weld County to assign the Restrictive Covenant to the Town within thirty (30) days of the effective date of the Annexation.**

d. Property Owner's Right to Withdraw Petitions. Performance of the Property Owner's obligations hereunder is expressly conditioned upon the Town's adoption of the Annexation Ordinance and the Zoning Ordinances. If the Town fails to adopt said ordinances, then the Property Owner shall have the option to withdraw the petitions for annexation with respect to the Property, and terminate the annexation process, and in that event, this Agreement shall be null, void and of no effect. The Property Owner shall notify the Town in writing of the Property Owner's exercise of its option to withdraw within ten (10) business days of either the Town's determination not to approve the Annexation Ordinance and/or Zoning Ordinances as set forth above.

e. **Property Owner's Right to Disconnect from Town.** The parties acknowledge and agree that some of the obligations of the Town in this Agreement cannot be fulfilled until after the annexation of the Property has been completed. Performance of the Property Owner's obligations regarding the matters set forth in this Section 4, subsection e. are expressly conditioned upon (i) the Town's approval of the development and construction of the Water Depot and issuance of the Water Depot Permits, should proper development applications for the Water Depot be submitted for consideration by the Town, (ii) the Town's approval of the LLA Metropolitan District Nos. 1 and 2 Service Plans and the Eastern Corridor Metropolitan District Service Plan substantially in the forms attached to this Agreement as **Exhibit E** attached hereto and incorporated herein by this reference (individually, a "Service Plan" and together, the "Service Plans") with any revisions that are mutually acceptable to the Town and Property Owner, (iii) the Town's approval and execution of the Intergovernmental Agreements that are exhibits to each Service Plan (the "Service Plan IGAs"), (iv) the amendment of the Restrictive Covenant in a form and substance consistent with the zoning shown in **Exhibit B** attached hereto and incorporated herein by this reference and mutually acceptable to the Town and Property Owner, and (v) the Town's approval and execution of the Enclave Property Tax Sharing Agreement as defined and described in Section 11 of this Agreement. The Town agrees that the Property Owner shall have the right to petition for disconnection of the Property from the Town and that the Town will hold any hearing necessary to determine that disconnection is in the best interests of the Town, approve and agree to the disconnection of the Property from the Town within sixty (60) days after its receipt of a petition for disconnection from Property Owner in the

following circumstances: (i) the Town fails to take assignment of the Restrictive Covenant within one hundred twenty (120) days following the Effective Date of Annexation of the Property; (ii) the Town fails to amend the Restrictive Covenant in a form and substance consistent with the zoning shown in **Exhibit B** and mutually acceptable to the Town and Property Owner within ninety (90) days after the Restrictive Covenant is assigned to the Town; (iii) the Town fails to approve of the Service Plans substantially in the forms attached to this Agreement as **Exhibit E** with any revisions that are mutually acceptable to the Town and Property Owner within sixty (60) days after the Effective Date of Annexation of the Property, (iv) the Town fails to approve and execute the Service Plan IGAs that are exhibits to each Service Plan within sixty (60) days after the Effective Date of Annexation of the Property; (v) the Water Depot Permits have not been issued by the Town within three hundred thirty (330) days following the Effective Date of Annexation of the Property, provided that the Property Owner has submitted completed applications for the required Town approvals in a timely manner in conformance with the Hudson Municipal Code; and (vi) the Town fails to approve and execute the Enclave Property Tax Sharing Agreement by June 30, 2015. The parties agree that if the Property is disconnected from the Town, this Agreement shall be null, void and of no effect, and any obligations of the Town and Property Owner under any of the Agreements referenced in this Section 4.e., shall be null, void, and of no effect. If the Restrictive Covenant has been assigned to the Town and thereafter, the Property is disconnected from the Town, the Town shall assign the Restrictive Covenant to Weld County if Weld County accepts the same. If the Property is disconnected, the Town shall have no obligation to provide any municipal services to said Property following disconnection. If the Property Owner does not submit a petition for disconnection of the Property to the Town on or before the date that is three hundred sixty five (365) days after the Effective Date of Annexation of the Property, thereafter, the Property Owner shall have no further right to petition for disconnection pursuant to this Section 4.e unless such 365 day deadline is extended by mutual agreement of the Town and Property Owner.

**MEMORANDUM**

**2.d.**

**To:** Board of Trustees  
**From:** Joe Racine, Town Administrator  
**Date:** February 18, 2015  
**Subject:** Resolution No. 15-14, Setting Court Costs

**Attachment**

Attached is Resolution No. 15-14, setting court costs for Hudson Municipal Court. Corey Hoffmann will discuss this with the Board at the meeting.

RESOLUTION NO.

15-14

Series of 2015

**TITLE: A RESOLUTION SETTING COURT COSTS PURSUANT TO SECTION 2-114 OF THE TOWN OF HUDSON MUNICIPAL CODE**

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

Section 1. Pursuant to Section 2-114 of the Town of Hudson Municipal Code, the Board of Trustees hereby sets the following court costs:

- (a) Twenty dollars (\$20.00), ten dollars (\$10.00) of which shall be a surcharge used to offset the costs paid to the Weld County Sheriff's Office for law enforcement services provided to the Town;
- (b) Forty five dollars (\$45.00) plus all actual juror costs upon a finding of guilty after a trial to a jury or the entry of a plea of guilty or no contest prior to the commencement of a trial to a jury but after a jury has been summoned, unless the court has been notified of the prospective plea at least forty eight (48) hours prior to the date of trial;
- (c) Fifty dollars (\$50.00) upon the issuance of a bench warrant for failing to appear in court for any offense;
- (d) Five dollars (\$5.00) for each subpoenaed town witness who appears at trial upon a finding of guilty by the court, by the jury, or upon the entry of a plea of guilty or no contest on the date of trial;
- (e) Thirty five dollars (\$35.00) upon the entry of a plea of guilty or no contest on a deferred judgment and sentence at the time of arraignment or prior to trial;
- (f) Ten dollars (\$10.00) upon the issuance of a stay of execution of any order of the court;
- (g) Twenty five dollars (\$25.00) upon the entry of a default judgment;
- (h) Twenty five dollars (\$25.00) upon the failure of a defendant to appear for an arraignment or any hearing, including a final hearing or trial; and
- (i) Twenty five dollars (\$25.00) upon a request by a defendant to continue an appearance date, for any reason, if made on the date of the scheduled appearance.

INTRODUCED, READ and PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

TOWN OF HUDSON, COLORADO

\_\_\_\_\_  
Raymond Patch, Mayor

ATTEST:

\_\_\_\_\_  
Linnette Barker, CMC, Town Clerk