

**AGENDA**  
**TOWN OF HUDSON - BOARD OF TRUSTEES**  
**REGULAR MEETING**  
**September 16, 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. Board of Trustees Minutes – Regular Meeting, September 2, 2015
- b. Payment of Bills

**2) GENERAL BUSINESS**

- a. Ordinance 15-12, First Reading, An Ordinance amending the Hudson Municipal Code to clarify the definition of weeds
- b. Discussion – Water Resource Engineer selection
- c. Claim Release – BNSF payment for cleanup from derailment

**3) STAFF REPORTS**

**4) EXECUTIVE SESSION**

- a. To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(e) – negotiations for proposed annexation

**5) ADJOURNMENT**

MINUTES  
TOWN OF HUDSON - BOARD OF TRUSTEES  
REGULAR MEETING  
September 2, 2015 - 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 – Present  
Trustee, Laura Hargis - Present  
Trustee, Christine Hamilton – Present  
Trustee, Tiffany Sanders – Absent  
Trustee, Terri Davis – Absent  
Trustee, Maria Chavez - Present

Town Clerk/Treasurer, Linnette Barker took roll call, and a quorum of the Mayor Pro-Tem and (4) 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

ADDITIONS TO AGENDA

CITIZEN'S COMMENTS

Trustee Davis arrived at approximately 6:03 pm.

David Hudson, Hudson Fire Protection District, reported that the fire department has been on 516 calls to date. The Fire District put the new Fire Engine in service last week. The District has narrowed the search to eight people to interview for a new career Firefighter position. The Strategic Plan Meeting has been cancelled for September. The Firefighters will be participating in the Fill the Boot program for MDA on Labor Day weekend.

Terri Redden, Hudson Library Director, reported that the Hudson Library Board is working on a policy for the Meeting Room. The policy is to protect the Library and people that use the Library.

Mayor Patch inquired if the Town of Hudson pays for the use of the Meeting Room would it be possible to use the meeting room after hours. Mrs. Redden reported that Library Board is trying to create policies that are consistent with other libraries.

Maria Olivas, Hudson Resident, requested a road closure by the Soloman Mobile Home Park to conduct a block party on September 26, 2015. They have contacted the neighbors and the block party will be shut- down by 11:00pm. We will provide road closure barriers.

**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, August 19, 2015
- b. Payment of Bills

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

The vote was as follows:

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

Nay - None

Mayor Patch declared the motion carried.

**2) GENERAL BUSINESS**

- a. 2016 Budget – Public Meeting

Joe Racine, Town Administrator, discussed the 2015 preliminary survey results. The formal budget public hearing is scheduled for November 4, 2015.

- b. Interview Julia Stell for Board of Trustees

Julia Stell, Hudson Resident, was present and reported her interest in being a Hudson Board of Trustees.

- c. Resolution 15-26, A Resolution appointing Julia Stell to the Board of Trustees pursuant to C.R.S. § 31-4-303 and Section 2-2 of the Hudson Municipal Code

Trustee Hargis made a motion, seconded by Trustee Cole to approve Resolution 15-26, A Resolution appointing Julia Stell to the Board of Trustees pursuant to C.R.S. § 31-4-303 and Section 2-2 of the Hudson Municipal Code

The vote was as follows:

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

Nay - None

Mayor Patch declared the motion carried.

d. CR 49 Improvements, bid award

Ron Allen, Public Works Director, reported that he received a bid from Asphalt Specialties for the mill and overlay of CR 49 for \$178,542.50 and a bid from A-One Chipseal for \$195,925.20.

Trustee Hargis made a motion, seconded by Trustee Hamilton to approve the bid from Asphalt Specialties for the mill and overlay on CR 49 not to exceed \$178,542.50.

The vote was as follows:

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

Nay - None

Mayor Patch declared the motion carried.

**3) STAFF REPORTS**

Joe Racine, Town Administrator, reported that he sent a application to DOLA for a intern that is attending a DOLA program for a Management at DU. DOLA would pay \$20,000 toward salary and the Town would need to pay \$17,000 plus benefits. .

Joe Racine, Town Administrator, reported that the Hudson Municipal Judge ruled on property that was overgrown with sunflowers because the Towns definition does not define weeds other than noxious weeds.

Brent Flot, Public Safety Director, reported that he attending a 2-week supervisory training class, he is working on the policies and procedures for the Town Marshal position.

Ron Allen, Public Works Director, reported that the new maintenance shop checklist has two pages of punch list items that need fixed. The power transformer for the shop should be in on September 10, 2015.

Hunter Fobare, Utility Director, reported that an inspection with USDA on Monday went well. They are working on painting the buildings at the RO and looking at costs for a water softener at the wastewater treatment plant.

Dan Hamsmith, Economic Development Director, reported that he has been working on the Fall Festival and the Hazardous Mitigation Plan.

**ADJOURNMENT**

The meeting adjourned at approximately 6:55 p.m.

TOWN OF HUDSON, COLORADO

\_\_\_\_\_  
Mayor

ATTEST

\_\_\_\_\_  
Town Clerk

## 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	
09/09/2015	50962	240	Weld County Clerk & Recorder	090915-4140	Quit Claim Deed - #4140662	10-64-6620	11.00	M
Total 50962:							11.00	
09/11/2015	50963	1103	Ablao Law LLC	654	Judicial Services - August Court and Special Session	10-62-6633	487.50	
Total 50963:							487.50	
09/11/2015	50964	1049	Allwater Supply LLC	3613	RO Membrane Cleaner	70-68-6710	370.36	
Total 50964:							370.36	
09/11/2015	50965	683	Bratton's Office Equipment Inc.	010800	Canon Contract / Meter Charge	10-64-6633	846.97	
Total 50965:							846.97	
09/11/2015	50966	1041	Caselle Inc.	67915	Contract Support and Maintenance - October 2015	10-64-6633	525.00	
Total 50966:							525.00	
09/11/2015	50967	16	CNA Surety	58536921	Bond/Policy #58536921	10-64-6310	150.00	
Total 50967:							150.00	
09/11/2015	50968	36	Colorado Analytical Laboratories I	150818079	Wastewater Samples	75-68-6633	111.60	
09/11/2015	50968	36	Colorado Analytical Laboratories I	150825051	Wastewater Samples	75-68-6633	111.60	
09/11/2015	50968	36	Colorado Analytical Laboratories I	150902115	Water Samples	70-68-6633	39.40	
Total 50968:							262.60	
09/11/2015	50969	1231	Contractors Equipment Center	1039683	Scissor Lift to Repair Lift Pads	10-69-6710	351.08	
Total 50969:							351.08	
09/11/2015	50970	1263	CP Mechanical Services, Inc.	7519	Repaired AC	10-64-6633	161.16	
Total 50970:							161.16	
09/11/2015	50971	33	DPC Industries Inc.	737003109-1	WW Chemicals	75-68-6710	509.46	
09/11/2015	50971	33	DPC Industries Inc.	737003627-1	WW Chemicals	75-68-6710	847.70	
09/11/2015	50971	33	DPC Industries Inc.	737003855-1	WW Chemicals	75-68-6710	951.60	
Total 50971:							2,308.76	
09/11/2015	50972	57	Front Range Internet	1395967	Website Hosting and Maintenance	10-64-6415	122.90	
Total 50972:							122.90	
09/11/2015	50973	1264	Gabriela Corral	090115	Water Deposit Refund	70-00-2030	32.99	

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 50973:							32.99
09/11/2015	50974	1265	Galls LLC	3963063	Patrol Equipment	10-66-7734	203.69
09/11/2015	50974	1265	Galls LLC	3968214	Patrol Equipment	10-66-7734	1,088.86
09/11/2015	50974	1265	Galls LLC	3971904	Patrol Equipment	10-66-7734	122.99
09/11/2015	50974	1265	Galls LLC	4013984	Patrol Equipment	10-66-7734	285.98
Total 50974:							1,701.52
09/11/2015	50975	396	Gator Rubbish	301209	Portable Restrooms / Handwashing Stations Fall Festival	10-69-6730	893.00
Total 50975:							893.00
09/11/2015	50976	1045	Green Mountain Lawn & Tree Car	151734	Tree Service	10-69-6633	285.75
Total 50976:							285.75
09/11/2015	50977	22	Hoffmann Parker Wilson & Carber	083115-4080	Legal Services - Administration	10-64-6630	2,542.50
09/11/2015	50977	22	Hoffmann Parker Wilson & Carber	083115-4080	Legal Services - Community Development	10-64-6630	528.00
09/11/2015	50977	22	Hoffmann Parker Wilson & Carber	083115-4080	Legal Services - Municipal Court	10-62-6630	2,182.95
09/11/2015	50977	22	Hoffmann Parker Wilson & Carber	083115-4080	Legal Services - Library Litigation	10-64-6630	123.75
09/11/2015	50977	22	Hoffmann Parker Wilson & Carber	083115-4080	Legal Services - Library Litigation	25-64-6630	123.75
Total 50977:							5,500.95
09/11/2015	50978	276	Joe Racine	090215	Medicare Reimbursement	10-64-6110	149.90
09/11/2015	50978	276	Joe Racine	090215	Mileage	10-64-6213	163.87
09/11/2015	50978	276	Joe Racine	090215	Computer, Camera, Phone	10-64-6633	50.00
09/11/2015	50978	276	Joe Racine	090215	Wyopass Conference and Meeting Parking	10-64-6212	311.00
Total 50978:							674.77
09/11/2015	50979	840	Ketterling Butherus & Norton Engi	1131-001/00	Engineering - Town	10-64-6640	2,146.01
09/11/2015	50979	840	Ketterling Butherus & Norton Engi	1131-001/00	Engineering - Library Beech Street	23-71-6640	1,219.75
09/11/2015	50979	840	Ketterling Butherus & Norton Engi	1131-001/00	Engineering - Water	10-64-6636	69.75
09/11/2015	50979	840	Ketterling Butherus & Norton Engi	1131-001/00	Engineering - Skoglund	10-64-6636	599.50
09/11/2015	50979	840	Ketterling Butherus & Norton Engi	1131-001/00	Engineering - Anadarko Shaklee	10-64-6636	693.50
09/11/2015	50979	840	Ketterling Butherus & Norton Engi	1131-001/00	Engineering - Love's Hotel	10-64-6636	23.25
Total 50979:							4,751.76
09/11/2015	50980	1140	Laura Hargis	090415	Water for Meetings	10-61-6212	7.98
Total 50980:							7.98
09/11/2015	50981	492	Linnette Barker	091015	Mileage - Bank and Clerk & Recorder	10-64-6213	101.79
09/11/2015	50981	492	Linnette Barker	091015	Cell Phone	10-64-6410	25.00
Total 50981:							126.79
09/11/2015	50982	1159	Merry Makers & Decorators LLC	091915	Travel Fees for Entertainment	10-69-6730	60.00

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 50982:							60.00
09/11/2015	50983	1186	Pinnacle Bank	090115-4035	BOT Retreat	10-61-6730	144.00
09/11/2015	50983	1186	Pinnacle Bank	090115-4035	IT	10-64-7733	323.82
09/11/2015	50983	1186	Pinnacle Bank	090115-4035	External Hard Drives	10-64-7732	399.98
Total 50983:							867.80
09/11/2015	50984	1187	Pinnacle Bank - 2	090115-4076	Weld RE-3J Open House Survey	10-65-7103	57.96
Total 50984:							57.96
09/11/2015	50985	1188	Pinnacle Bank - 3	090115-4050	Crew Lunch	75-68-6415	42.92
Total 50985:							42.92
09/11/2015	50986	1189	Pinnacle Bank - 4	090115-4043	PC Workshop	10-65-6212	74.31
09/11/2015	50986	1189	Pinnacle Bank - 4	090115-4043	Envelopes with Postage & Postage	10-64-6722	688.96
Total 50986:							763.27
09/11/2015	50987	1190	Pinnacle Bank - 5	090115-4068	Water Meter Training	10-68-6210	54.74
09/11/2015	50987	1190	Pinnacle Bank - 5	090115-4068	Office Supplies	10-68-6720	176.62
09/11/2015	50987	1190	Pinnacle Bank - 5	090115-4068	Operating Supplies	10-68-6710	30.55
09/11/2015	50987	1190	Pinnacle Bank - 5	090115-4068	Operating Supplies	10-68-6710	96.99
09/11/2015	50987	1190	Pinnacle Bank - 5	090115-4068	Operating Supplies	10-68-6415	27.77
Total 50987:							386.67
09/11/2015	50988	1195	Pinnacle Bank - 6	090115-3010	Meetings - Annual Review, PS Meeting, Comp Plan	10-64-6212	73.20
09/11/2015	50988	1195	Pinnacle Bank - 6	090115-3010	Pioneer Community Meeting	10-64-6636	25.75
09/11/2015	50988	1195	Pinnacle Bank - 6	090115-3010	Postage	10-64-6710	1.50
09/11/2015	50988	1195	Pinnacle Bank - 6	090115-3010	WYOPASS Conference - Hotel	10-64-6210	294.80
Total 50988:							395.25
09/11/2015	50989	1266	Pinnacle Bank - 7	090115-3473	Patrol Uniforms	10-66-6710	637.00
09/11/2015	50989	1266	Pinnacle Bank - 7	090115-3473	Patrol Equipment	10-66-7734	368.40
Total 50989:							1,005.40
09/11/2015	50990	509	Quill Corporation	7209674	Office Supplies	10-64-6720	228.85
09/11/2015	50990	509	Quill Corporation	7209674	Ink for WWTP	75-64-6720	138.08
Total 50990:							366.93
09/11/2015	50991	1151	RH Water & Wastewater LLC	103	Water Contract Ops	70-68-6633	125.00
09/11/2015	50991	1151	RH Water & Wastewater LLC	103	Wastewater Contract Ops	75-68-6633	125.00
Total 50991:							250.00
09/11/2015	50992	1149	Royce Jackson	081815	Refund on Park Pavillion Deposit	10-45-4513	25.00
Total 50992:							25.00

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
09/11/2015	50993	1267	SBrand Consulting LLC	SB-HUDSON	Comp Plan Survey/ PC Meetings	10-65-6633	1,250.00
Total 50993:							1,250.00
09/11/2015	50994	285	Town of Hudson	092515-4062	Water & Sewer - 650 Cherry Street	10-69-6418	3,946.93
09/11/2015	50994	285	Town of Hudson	092515-4062	Water & Sewer - 557 Ash Street	10-64-6418	56.72
09/11/2015	50994	285	Town of Hudson	092515-4062	Water & Sewer - 258 5th Avenue	10-68-6418	77.99
09/11/2015	50994	285	Town of Hudson	092515-4062	Water & Sewer - 509 Cherry Street	10-68-6418	42.20
09/11/2015	50994	285	Town of Hudson	092515-4062	Water - Cememtary	10-68-6418	22.37
09/11/2015	50994	285	Town of Hudson	092515-4062	Water & Sewer - 1175 6th Avenue	70-68-6418	5,780.26
Total 50994:							9,926.47
09/11/2015	50995	131	Tribune The	4291132	Publishing Bills Paid - June 2015	10-64-6620	137.28
09/11/2015	50995	131	Tribune The	4291133	Publishing Bills Paid - July 2015	10-64-6620	147.84
Total 50995:							285.12
09/11/2015	50996	5	United Power	082415-1519	Hudson Street Lighting	10-68-6414	1,142.99
09/11/2015	50996	5	United Power	082415-1519	Ball Park Lights - 650 Cherry Street	10-69-6413	34.91
09/11/2015	50996	5	United Power	082415-1519	Electric - 22900 Service Rd.	70-68-6413	173.83
09/11/2015	50996	5	United Power	082415-1519	Lights - 509 Cherry Street	10-68-6413	117.63
09/11/2015	50996	5	United Power	082415-1519	Lights - RO Plabnt	70-68-6413	31.09
09/11/2015	50996	5	United Power	082415-1519	Lights - Water Pump Station	70-68-6413	136.74
09/11/2015	50996	5	United Power	082415-1690	Electric - 21507 Hwy 52	75-68-6413	1,074.08
09/11/2015	50996	5	United Power	082415-9314	Electric - 5594 WCR 47	70-68-6413	239.60
09/11/2015	50996	5	United Power	083115-1800	Electric - 258 5th Avenue	10-68-6413	120.87
09/11/2015	50996	5	United Power	091415-8669	Electric - 1175 6th Ave	70-68-6413	2,171.50
09/11/2015	50996	5	United Power	092115-1634	electric - 8249 WCR 47.5	75-68-6413	3,916.04
Total 50996:							9,159.28
09/11/2015	50997	99	USA BlueBook	672732	Pump Parts	75-68-6710	149.63
09/11/2015	50997	99	USA BlueBook	732547	Chemical Pump	75-68-7736	995.25
Total 50997:							1,144.88
09/11/2015	50998	1122	Zamar Screen Printing Inc.	15328	Police Car Decals	10-66-7734	99.00
Total 50998:							99.00
Grand Totals:							45,658.79

## Report Criteria:

Report type: GL detail

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

**ESCROW AGREEMENT - SCHEDULE 1**  
COLORADO MUNICIPAL LEASE-PURCHASE AGREEMENT **No.6911** (THE "AGREEMENT")  
BY AND BETWEEN  
**Lessor**, Government Capital Corporation and **Lessee**, Town of Hudson  
Dated as of April 15, 2015

**ESCROW DISBURSEMENT REQUEST FORM**

American National Bank, acting as escrow agent (the "Agent") under the Escrow Agreement dated as of April 15, 2015 (Escrow Date) by and among the Agent, Government Capital Corporation as Lessor and Town of Hudson as Lessee, is hereby requested to pay to the person or corporation designated below as Payee the sum set forth below in payment of the acquisition and installation costs of the equipment described below. The amount shown below is due and payable under the invoice of Payee with respect to the described equipment and has not formed the basis any prior request for payment.

PAYEE: Mountain States Pipe

AMOUNT: \$22,205.00

DESCRIPTION OF EQUIPMENT: Water Meters

INVOICE #337850-02

DATED: 9-2-15

Indicate Method for Payment Disbursement:

Regular Mail Check

Mailing Address: Remit to address on invoice

Lessee: Town of Hudson

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

Lessor: Government Capital Corporation or its Assigns

By: \_\_\_\_\_  
Authorized Signer

**ACCEPTANCE CERTIFICATE**

Town of Hudson as Lessee under that certain Municipal Lease-Purchase Agreement dated as of April 15, 2015 ("Agreement Date") (the "Lease"), hereby acknowledges receipt in good condition of all the equipment described on the attached Vendor Invoice(s) hereby accepts such equipment and hereby certifies that Lessor has fully and satisfactorily performed all covenants and conditions to be performed by it under the Lease with regard to such equipment, that such equipment is fully insured in accordance with Section 10 of the Lease and that such equipment constitutes all or a portion of the Equipment as that term as defined in the Lease.

Date: \_\_\_\_\_, 2015.

By Lessee: Town of Hudson

For Lessee: X \_\_\_\_\_  
Raymond Patch, Mayor



MOUNTAIN STATES PIPE & SUPPLY  
 111 WEST LAS VEGAS STREET  
 COLORADO SPRINGS, CO 80903  
 719-634-5555 FAX 719-634-5551

# INVOICE

SHIP TO: TOWN OF HUDSON  
 557 ASH STREET

HUDSON, CO 80642

BILL TO: TOWN OF HUDSON  
 P O BOX 351

HUDSON, CO 80642-0351

INVOICE DATE	INVOICE NO.
09/02/15	337850-02
P.O. NO.	PAGE #
Ron Paul	1

REMIT TO:  
 Mountain States Pipe & Supply, Co.  
 PO Box 174449  
 Denver, CO 80217-4449

## TECH ISSUES WITH EMAIL PROCESSING \*\*MAILING

112094



337850-02



22205.00



Please Cut PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE

INSTRUCTIONS			
SHIP POINT	SHIP VIA	SHIPPED	TERMS
** Drop Ship **	BEST WAY POS	09/01/15	NET 30 DAYS

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
3	199-007-13 1" 3G Interpreter Register . Interpreter Reg to be retrofitted to B16-A11-A03-0101A-1 .	1	1	0	each	128.00	0.00
4	00-020-010 MasterLink Drive-by Reading System . Includes: 1-MasterLink DCS & VRS Software 1-Microsoft MapPoint software license 1-Panasonic Toughbook Model 53 Laptop 1-Vehicle Power Supply, Hard Shell Carrying Case, GPS Receiver 1-Dialog 3G DMMR RF Transceiver, Cigarette DC Power Supply, 1-External Magnetic Mount Antenna, 3G Tech Programming Software . 2 day on-site installation and training, all expenses 1 year Phone support .	1	0	1	each	22205.00	22205.00
2	Lines Total	Qty Shipped Total		1	Total	22205.00	
					Invoice Total	22205.00	

Cash Discount 0.00 If Paid By 09/02/15

No merchandise returned for credit will be accepted without our approval. If we approve the return, a restocking charge will be made and purchase invoice number must be given. All returned merchandise must be unused and in 100% saleable condition.  
 1 1/2% per month interest (18% APR) will be charged on balance in excess of 30 days past due. In compliance with OSHA Hazard Communications Standard MSD Sheets are available upon request for any hazardous material purchased.

## MEMORANDUM

2.a.

**To:** Board of Trustees  
**From:** Joe Racine, Town Administrator  
**Date:** September 16, 2015  
**Subject:** Ordinance No. 15-12, First Reading, Weeds defined

Staff recently encountered a problem with the Municipal Code in that it does not contain a definition of “weeds” other than specific “noxious” weeds. The code talks about weeds needing to be less than 6” tall, but doesn’t say exactly what constitutes a “weed.” In a recent case, the judge agreed with a defendant in a code enforcement case who’s yard was overgrown with wild sunflowers. The defendant argued that the sunflowers were a flower garden.

The attached ordinance adds the following definition of “weed” to Chapter 7 of the Code, and specifically mentions dandelions and sunflowers as “weeds.”

*Weed means and includes weeds, grass, or brush not otherwise defined as a noxious weed which has grown to maturity or is in excess of six inches (6") in height and shall specifically include: common sunflower (helianthus canticularis), dandelion (leontodore tavaxacum), or other plant or offending vegetation which is regarded as a common nuisance. The above is not intended to be an exclusive list, but rather is intended to be indicative of those types of plants which are considered a detriment to public health and safety. Notwithstanding the above, "weeds" shall not be interpreted to include flower gardens, plots of shrubbery, vegetable gardens and small grain plots (wheat, barley, oats, rye, etc.).*

Note that the ordinance exempts vegetation in gardens or plots of vegetables or grains. An additional qualifier that might be added during consideration of the ordinance would be some limit on the size of exempted gardens and plots so that it could not be argued that an entire yard is a “garden.”

In Chapter 10 a “weed” is either vegetation in excess of 6” in height OR any other plant (which could be less than 6” high such as goat heads) that are commonly considered weeds.

*(c) For purposes of this Section 10-56, weed means and includes weeds, grass, or brush not otherwise defined as a noxious weed which has grown to maturity or is in excess of six inches (6") in height and shall specifically include: common sunflower (helianthus canticularis), dandelion (leontodore tavaxacum), or other plant or offending vegetation which is regarded as a common nuisance. The above is not intended to be an exclusive list, but rather is intended to be indicative of those types of plants which are considered a detriment to public health and safety. Notwithstanding the above, "weeds" shall not be interpreted to include flower gardens, plots of shrubbery, vegetable gardens and small grain plots (wheat, barley, oats, rye, etc.).*

If approved on first reading, with or without amendments, the ordinance will be presented for second and final reading on October 7<sup>th</sup>.

ORDINANCE NO.

NO. 15-12

**TITLE: AN ORDINANCE AMENDING THE HUDSON MUNICIPAL CODE TO CLARIFY THE DEFINITION OF WEEDS.**

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

Section 1. Section 7-21 of the Hudson Municipal Code is amended by the addition thereto of a new definition to read as follows:

*Weed* means and includes weeds, grass, or brush not otherwise defined as a noxious weed which has grown to maturity or is in excess of six inches (6") in height and shall specifically include: common sunflower (*helianthus canticularis*), dandelion (*leontodore tavaxacum*), or other plant or offending vegetation which is regarded as a common nuisance. The above is not intended to be an exclusive list, but rather is intended to be indicative of those types of plants which are considered a detriment to public health and safety. Notwithstanding the above, "weeds" shall not be interpreted to include flower gardens, plots of shrubbery, vegetable gardens and small grain plots (wheat, barley, oats, rye, etc.).

Section 2. Section 10-56 of the Hudson Municipal Code is amended by the addition thereto of a new subsection (c) to read as follows:

(c) For purposes of this Section 10-56, *weed* means and includes weeds, grass, or brush not otherwise defined as a noxious weed which has grown to maturity or is in excess of six inches (6") in height and shall specifically include: common sunflower (*helianthus canticularis*), dandelion (*leontodore tavaxacum*), or other plant or offending vegetation which is regarded as a common nuisance. The above is not intended to be an exclusive list, but rather is intended to be indicative of those types of plants which are considered a detriment to public health and safety. Notwithstanding the above, "weeds" shall not be interpreted to include flower gardens, plots of shrubbery, vegetable gardens and small grain plots (wheat, barley, oats, rye, etc.).

Section 3. 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 4. 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 5. 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.b.**

**To:** Board of Trustees  
**From:** Joe Racine, Town Administrator  
**Date:** September 16, 2015  
**Subject:** Discussion, Water Resource Engineer

As we discussed at an earlier meeting, I solicited statements of qualifications from eight water resource engineering firms that were recommended to me by our other consultants. Of the eight firms, six responded with qualifications statements. We are currently in the process of culling down the six in order to solicit proposals from, perhaps, three finalists.

The firms from which we have received qualifications statements are:

- Applegate Group
- Clear Water Solutions
- Forrest Leaf
- Leonard Rice
- Martin & Wood
- White Sands

All of these firms are qualified to provide the needed services, including long range strategic planning for securing raw water resources to meet the Town's future needs and helping to manage our ground water development and augmentation.

I will be glad to go through the qualifications with any Board member who would like more detailed information. This meeting will be an opportunity to discuss next steps, including the process of settling on a short list from which to solicit proposals, and to identify the qualities of a consulting engineer that the Board feels are most important in making a selection. Final proposals would come to the Board at a future date, as would interviews of the proposing firms.

## MEMORANDUM

**2.c.**

**To:** Board of Trustees  
**From:** Joe Racine, Town Administrator  
**Date:** September 16, 2015  
**Subject:** Claim Release, BNSF damage claim

### **Attachment**

After the BNSF derailment last spring, crews working for the railroad used town streets to access the accident scene and to remove damaged rail cars and other debris. Subsequent to that the Town filed a claim with BNSF in the amount of \$44,431.22, the estimated cost of repairing damage to 5<sup>th</sup> Avenue and Hudson Drive pavement.

BNSF has approved the claim, but requires that the Town sign a release before they will issue a check. The attached release includes changes as required by Corey Hoffmann. It requires approval by the Board before being signed by the Mayor. In summary, the release says the following:

- The amount of the claim and that it is related to a specific incident.
- This is a compromise settlement and not an acknowledgement of liability.
- It is the entire settlement.
- The Town understands the settlement.
- We have not assigned the claim to some other party.
- The claim is the complete settlement of the matter.

When we have received the check we will proceed with a mill and overlay of a portion of the street near the recycling station, and patching of damaged pavement on 5<sup>th</sup> Avenue.



**BNSF RAILWAY COMPANY**  
**RELEASE AND SETTLEMENT AGREEMENT**

1. FOR THE SOLE CONSIDERATION OF THE PAYMENT OF \$44,431.22, the receipt and sufficiency of which is hereby acknowledged, **the Town of Hudson, CO** does hereby release and forever discharge BNSF Railway Company (hereinafter "BNSF"), and any predecessor or successor companies, affiliated, related, subsidiary, and parent companies, specifically including any officers, directors, employees or agents, and their attorneys (hereinafter collectively referred to as "Releasees") from all claims and liabilities of every kind or nature, **FOR PROPERTY DAMAGE AND INJURIES, IF ANY, WHETHER KNOWN OR UNKNOWN TO ME AT THE PRESENT TIME**, arising out of an incident on or about **March 22, 2015 and clean-up thereafter**, at or near the town of **Hudson, CO in relation to property damage incurred by the Town of Hudson, CO**.
2. It is expressly agreed and understood that this is a compromise settlement of a disputed claim and not an admission of liability by Releasees and it is understood that said parties deny liability. The Town understands that these representations were material to the payment of the consideration given, and material to all terms and conditions of this Release.
3. This release will also include any and all other claims of any kind or character and all causes of action the Town might have against Releasees up to the date of this settlement.
4. The Town expressly warrants that it carefully and completely read the terms of this Release. The Town also expressly warrants that it was afforded the opportunity to consult with counsel of its choosing prior to executing this Release, that it fully understands the terms of this Release, and that it entered into this Release knowingly and voluntarily, and without coercion, duress or undue influence. The Town further acknowledges and agrees that in entering into this settlement, and agreeing to the terms and conditions contained in this document, the Town has not relied upon any statement, representation, or claim made by any agent, employee or representative of BNSF Railway Company including the representative negotiating this settlement, as to what the Town of Hudson's damage are, or how serious they are, other than payment of the consideration mentioned in this document.
5. Further, in consideration of the amount paid in this settlement, the Town confirms that it has not assigned any claim to a third party.



6. Any and all claims the Town may have against any third party are specifically assigned by the Town to Releasees. The Town agrees to cooperate fully with Releasees in any other action Releasees may be involved in as a result of the issues raised in the matters for which this release is given. If the Town is represented by counsel, Releasees will work through my counsel at no expense to Releasees.
7. This Release shall be binding upon and inure to the benefit of **The Town of Hudson, CO** and its heirs, executors and administrators and the legal and personal representatives of any of them.
8. The Town understand that this Release is a complete agreement between Releasees and the Town. The Town make this Release without reliance upon any statement, representation or claim made by Releasees or any agent of Releasees including the representative negotiating this settlement, except such representation as set forth in this Release.
9. As this agreement is between a private entity and a municipality, neither party anticipates any federal tax consequences from this agreement. However, in the event any part of any money paid in settlement of any claim resolved by this Release is determined to be taxable by any taxing authority, I will be solely responsible for any tax liability arising therefrom. If Releasees or any other entity or person released pursuant to this Release is ever found responsible for any tax liability arising from any failure by me to satisfy any tax liability on any payment described herein, I agree to defend, indemnify and hold the released entity or person harmless for any tax, interest or penalty on a tax liability.
10. This Release is entered into in Colorado and shall be governed by the laws of the State of Colorado.
11. All Parties have cooperated in the drafting and preparation of this Release. Hence, no construction of this Release shall be construed against any Party.
12. It is further understood that this Release cannot be in any way modified except in writing executed by all parties and this release is and shall remain final and absolute as an indivisible lump-sum compromise settlement for any and all claims, damages, injuries, or causes of action described herein.



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NO PROMISE OF ANY KIND OTHER THAN AS RECITED HEREIN HAS BEEN MADE TO ME IN CONNECTION WITH THIS SETTLEMENT

Signed at \_\_\_\_\_, this \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_

In the presence of:

Witness's Signature  
Linnette Barker, Town Clerk

Raymond Patch, Mayor

Witness Printed Name: \_\_\_\_\_

Tax ID \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



<b>For Administrative Use</b>	
Claim No.	<b>TOWN 0032215</b>
Draft No.	<b>50196041</b>
Issued by:	<b>Galdino Loya Jr.</b>
Amount of Draft	<b>\$44,431.22</b>
Gross Settlement Amount (shown on pg. 1)	<b>0.</b>
Any liens, paybacks or deductions	<b>0.</b>