

# AGENDA

## TOWN OF HUDSON – TOWN COUNCIL REGULAR MEETING October 19, 2016 - 6:00 P.M.

### PLEDGE OF ALLEGIANCE

### CALL TO ORDER AND ROLL CALL

### ADDITIONS TO AGENDA

### CITIZEN'S COMMENTS

#### 1) CONSENT AGENDA

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

- a. Town Council Meeting Minutes – October 5, 2016
- b. Liquor License Renewal – RDS Village
- c. Payment of Bills

#### 2) GENERAL BUSINESS

- a. Agreement for temporary water service, Sparboe Farms
- b. Case No. 16-09 SPA, Ritchey Storage, Site Plan Amendment
- c. Contract for Sculpture at the new Town Hall, Bill Bunting
- d. Discussion: Public Use of Council Chambers
- e. Discussion: Preliminary 2017 Budget

#### 3) STAFF REPORTS

#### 4) ADJOURNMENT

WORK SESSION – Website Upgrade

MINUTES  
TOWN OF HUDSON TOWN COUNCIL  
REGULAR MEETING  
October 5, 2016 - 6:00 P.M.

PLEDGE OF ALLEGIANCE

CALL TO ORDER AND ROLL CALL

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

ROLL CALL

Mayor, Raymond Patch - Present  
Mayor Pro-Tem, Laura Hargis – Present  
Councilmember, Matt Cole – Present  
Councilmember, Christine Hamilton – Present  
Councilmember, Julia Stell – Present  
Councilmember, Joe Hammock – Absent  
Councilmember, Maria Chavez – Present

Town Clerk, Rebecca Utecht took roll call, and a quorum of (5) Councilmembers were present.

Town Staff Present:

Town Manager – Joe Racine  
Town Attorney – Corey Hoffmann  
Town Clerk – Rebecca Utecht  
Economic Development Director – Dan Hamsmith  
Utility and Public Works Director – Hunter Fobare  
Town Marshal – Brent Flot  
Recreation Director – Billie Stam

ADDITIONS TO AGENDA

Added item aa under Section 2 of General Business – Resolution No. 16-28 - A RESOLUTION OF THE COUNCIL OF THE TOWN OF HUDSON, COLORADO, ADVOCATING VOTER SUPPORT OF THE HUDSON FIRE PROTECTION DISTRICT'S BALLOT ISSUE 5B TO INCREASE PROPERTY TAXES

CITIZEN'S COMMENTS

Ken Gabrielson, Fire Chief for the Hudson Fire Protection District, reported that the fire district is seeking a mill levy on the upcoming November ballot. The fire district is requesting this mill levy increase because they are facing a 50% reduction in their 2017 revenues. They need this money in order to maintain the same level of service they currently provide. He has asked the Town to adopt a resolution in support of this ballot issue. His staff received training on Monday by representatives of the railroad on how to deal with rail emergencies. The district is currently down two firefighters and there is a board seat available that must be filled in 60 days.

**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 Councilmember 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. Town Council Minutes, Regular Meeting, September 21, 2016
- b. Payment of Bills

Councilmember Hargis made a motion, seconded by Councilmember Chavez approve the Consent Agenda.

The vote was as follows:

Aye: Councilmembers Cole, Hamilton, Hargis, Stell, Chavez and Mayor Patch.

Nay - None

Mayor Patch declared the motion carried.

**2) GENERAL BUSINESS**

- a. Discussion: Sculpture for New Town Hall, Bill Bunting, Three Feathers Art

Joe Racine, Town Manager, introduced artist Bill Bunting, along with his wife Cheryl to discuss with the Council his interest in sculpting a buffalo for the new Town Hall site. A few of his pieces were available outside for Councilmembers to see.

Bill Bunting, Three Feathers Art, reported that he is from Springfield, CO. He has been creating metal sculptures for the past 25-30 years. This project really interests him. He loves buffalos and has always wanted to sculpt one. If chosen to create this sculpture he will use different textures to make certain aspects of the buffalo stand out. He likes to create his sculptures with movement to appear as living creatures. This project will take him approximately 3-4 months and the estimated cost is \$15,000 - \$17,000.

The consensus of the Council was to move forward with this project.

- aa. Resolution No. 16-28, A RESOLUTION OF THE COUNCIL OF THE TOWN OF HUDSON, COLORADO, ADVOCATING VOTER SUPPORT OF THE HUDSON FIRE PROTECTION DISTRICT'S BALLOT ISSUE 5B TO INCREASE PROPERTY TAXES

Councilmember Hamilton made a motion, seconded by Councilmember Hargis to approve RESOLUTION 16-28, OF THE COUNCIL OF THE TOWN OF HUDSON, COLORADO, ADVOCATING VOTER SUPPORT OF THE HUDSON FIRE PROTECTION DISTRICT'S BALLOT ISSUE 5B TO INCREASE PROPERTY TAXES

The vote was as follows:

Aye: Councilmembers Hamilton, Hargis, Cole, Stell, Chavez and Mayor Patch.

Nay - None

Mayor Patch declared the motion carried.

b. Ordinance No. 16-09, Second Reading, AN ORDINANCE REPEALING AND REENACTING SECTION 11-143 OF THE HUDSON MUNICIPAL CODE REGARDING SNOW AND ICE ON PUBLIC RIGHT-OF-WAY

Joe Racine, Town Manager, reported that Ordinance No. 16-09 clarifies that it is unlawful to move snow and ice onto that portion of a street that has been plowed or that is used for moving vehicles. The current code prohibits moving snow and ice from sidewalks or from private property onto the street. However, it does not mention snow and ice that has been pushed off of the side of the street pavement. Section (b) of the proposed ordinance closes that gap. There is a problem during the winter with people clearing snow that has been pushed to the side by snowplows and piling it back on the plowed pavement. People need to clear that snow off to the side or somewhere that does not block a plowed traveled way of a street. This problem is only vaguely addressed in section 7-4 where people are prohibited from depositing "materials" onto a street.

Corey Hoffmann, Town Attorney, reported that this is a common municipal ordinance. The Town had not previously addressed this issue in the municipal code, as there was no need for such ordinance prior to the Town having sidewalks.

Councilmember Hargis made a motion, seconded by Councilmember Chavez to approve Ordinance No. 16-09, Second Reading, AN ORDINANCE REPEALING AND REENACTING SECTION 11-143 OF THE HUDSON MUNICIPAL CODE REGARDING SNOW AND ICE ON PUBLIC RIGHT-OF-WAY

The vote was as follows:

Aye: Councilmembers Hargis, Chavez, Cole, Stell, Hamilton and Mayor Patch.

Nay - None

Mayor Patch declared the motion carried.

c. Resolution No. 16-26, A RESOLUTION ADOPTING A REVISED TOWN OF HUDSON PURCHASING POLICY

Joe Racine, reported that the purchasing policy has been revised as discussed at the Council Retreat and at the last Council meeting. Significant changes to the policy include the following:

1. Removes unnecessary reference to statute that does not apply to a home rule municipality. Updates home rule references.
2. Authorizes payment of outstanding bills that were anticipated in the current fiscal year budget up to \$25,000 without prior consent of Council.
3. Provides for Council to receive a complete list of bills paid and a monthly updated financial statement. The statement will include revenues and expenses relative to budget.
4. The Manager will provide direction to departments relative to their spending authority.
5. The Manager will establish guidelines for purchases that require quotes or sealed bids.
6. Purchases over \$5,000 that were not anticipated in the budget must be approved by Council.
7. Clarified procedures for soliciting and managing bids.

8. Council must approve contracts for public improvements, professional services, leases, etc. The Manager is authorized to make progress payments on approved contracts without prior Council approval.
9. Local vendors shall be given an opportunity to compete for the Town's business and given priority for comparable products, prices and services.
10. Emergency purchase guidelines are clarified.
11. Fewer than three quotes or bids are acceptable if item is not available from three suppliers.

Councilmember Hargis made a motion, seconded by Councilmember Stell, to approve Resolution No. 16-26, A RESOLUTION ADOPTING A REVISED TOWN OF HUDSON PURCHASING POLICY

The vote was as follows:

Aye: Councilmembers Hargis, Stell, Chavez, Hamilton, Cole and Mayor Patch.

Nay - None

Mayor Patch declared the motion carried.

- d. Professional Services Agreement, SafeBuilt Colorado, code enforcement services

Joe Racine, reported that at the last meeting a discussion occurred on retaining the services of our building inspection consultant, SafeBuilt Colorado, for code enforcement services. The agreement specifies a not-to-exceed price of \$15,000 annually, with hourly billing at a rate of \$55 per hour. This translates into approximately 272 hours of service for the year. Proposed services will focus on environmental code enforcement, freeing the Town Marshal up to work on other things. However, the Marshal will still provide "eyes and ears" on patrol, flagging possible case violations for the SafeBuilt inspector and will provide backup as needed. SafeBuilt brings a professional code enforcement officer to the Town's team, a position currently held by Jennifer Nelson. Ms. Nelson currently provides code enforcement services to other communities, including Keenesburg. They bring their code tracking and reporting software that we found to be very useful the last time that we used SafeBuilt's services.

Councilmember Hargis made a motion, seconded by Councilmember Stell to approve the Professional Services Agreement, SafeBuilt Colorado, code enforcement services

The vote was as follows:

Aye: Councilmembers Hargis, Stell, Cole, Hamilton, Chavez and Mayor Patch.

Nay - None

Mayor Patch declared the motion carried.

- e. Ratification of application for Marshal's Office Police Officer Standards and Training certification

Joe Racine, reported the Town has become aware of a statute, adopted in 2004, that requires submittal of a proposal for any "group, or political subdivision of the state that seeks peace officer status either for the group or for a specific position" to form a law enforcement agency. This has since been interpreted by the Attorney General's office as also applying to municipal law enforcement departments. Because time is of the essence in submitting this proposal, staff sent in the attached in order to satisfy the requirements of the Attorney General's office. The package is presented at this meeting for ratification by Council. It will apparently

require approval by the Legislature in the next session. In spite of the timing of this submittal, we have been assured that it will not affect the work done to date by the Marshal's office.

Corey Hoffmann, Town Attorney, reported he has had numerous discussions and meetings regarding this matter with David Blake, who is second in command at the Attorney General's office. The Attorney General's office says that the Colorado requires ratification of the application and the department will then be certified by the state. This status will be retroactive back to when the Marshal's department began operating. The main issue at hand has been resolved. At the same time, the Attorney General's office and CML are now working together to change this statute.

Councilmember Hargis made a motion, seconded by Councilmember Cole to approve the Ratification of application for Marshal's Office Police Officer Standards and Training certification

The vote was as follows:

Aye: Councilmembers Hargis, Cole, Hamilton, Stell, Chavez and Mayor Patch.

Nay - None

Mayor Patch declared the motion carried.

f. Agreement for temporary water service, Sparboe Farms

Joe Racine, reported that he had not received the agreement yet from Sparboe Farms and asked that this item be tabled until the next meeting.

g. Resolution No. 16-27, Eighth Amendment to the Town Manager's Employment Agreement

Joe Racine, reported that changes from the last amendment, made in October 2014, are a 3% salary increase, clarification of the anniversary date as the date of initial hire on June 5, 2006, and updating to incorporate home rule charter language.

Mayor Patch made a motion, seconded by Councilmember Cole to approve Resolution No. 16-27, Eighth Amendment to the Town Manager's Employment Agreement

The vote was as follows:

Aye: Mayor Patch, Councilmembers Cole, Hargis, Hamilton, Stell, and Chavez.

Nay - None

Mayor Patch declared the motion carried.

**3) STAFF REPORTS**

Joe Racine, Town Manager, reported that the Town received good news on the bond rating from S&P. He was expecting a BBB (triple B) rating and had hoped for an A- rating but the Town earned an A+ rating. This will save half of a percent on the bond issue, approximately \$15,000.00 - \$20,000.00 per year. CDOT is diligently working on the highway-widening project by Love's. There is \$250,000.00 remaining in the grant for this project. CDOT has acknowledged that a traffic signal is warranted.

The budget will be delivered to the Council by email no later than October 15th and this will be discussed at the October 19th council meeting. The reduction in mill levy still put the Town over the 2014 revenue but certain projects may need to be put on hold, such as the reconstruction of Hudson Drive. The budget hearing will be held at the first November council meeting.

He has been talking to Mike Tupka and his students at CSU about the landscape design for a small park and rest area near Love's. The cost of their services to complete this design is approximately \$1,200.00. Love's and the pizza restaurant are very excited about this concept. The Eastridge drainage study is still a work in progress.

Corey Hoffmann, reported that in regards to the Post Board certification we could open a claim with CIRSA if needed. The City of Lone Tree has. He and Mayor Patch had a conference call with the entities involved in the library litigation. They have agreed to appoint a new board who cannot be current elected officials. They do not want to politicize the library by having elected officials as their board members. Many municipalities are using their Town Manager as their representative.

Billie Stam, Recreation Director, reported that she has been working with Public Works and Hudson Academy of Arts and Sciences to complete a "Paint the Plows" program. These plows will be on display at the school on Tuesday and Thursday during parent teacher conferences. The Habitat for Humanity Veteran's Build dedication will be held on October 13 at 5 pm. The American Legion Post 180 is donating a flagpole for the site. The ceremony will be similar to the groundbreaking. The annual Fall Fishing Derby is scheduled for October 15 from 11 am - 1 pm. October 18 there will be a free adult painting class at the Community Center from 6 pm - 8 pm. The Town's annual Trunk or Treat will be held on October 31 from 6 pm - 8 pm. The Marshal's will have a table set up with safety information for the children. There will be games and activities in the Community Center during the Trunk or Treat. Fourth Avenue will be closed during the event, with notification being given to the residents on this street and also to the Marshal's department and the Hudson Fire Protection District.

Brent Flot, Town Marshal, reported that their table at the Trunk or Treat would have goodie bags for the kids, including possibly some junior police badges. They will have bicycle safety information for children 4-8 years old and for children from 9-11 years old. The Marshal Department has been on 1,250 calls of service this year to date.

Dan Hamsmith, Economic Development Director, reported that Sevy's Star Market is on the market and he has offered them his assistance. JE-CO and El Faro remain currently unoccupied and he is working on getting businesses in these locations. We received the hard copy from CDOT on the I-76 traffic management plan. This plan includes alternate routes in the event of a shut down. The Hudson Marshal's office and the Hudson Fire Protection District have both been given copies of this plan. The North East Corridor Expo doubled their number of participants this year. There were 125 participants

who left comments and 36 vendors participated in this event. The Southeast Weld County Chamber of Commerce had a booth at the expo and they are meeting next week to begin discussing the 2017 expo.

He completed the trash RFP and this will be issued on September 30, 2016. The deadline for questions is October 7, 2016. The final addendum will be issued on October 13, 2016 and the RFP due date is October 26, 2016. There will be a public opening on October 26, 2016 at 4:00 pm.

Hunter Fobare, Utility and Public Works Director, reported that clean up days went well. They separated the tree limbs and branches from the trash and recyclables. This cut the number of roll offs down to seven, from 18 at the last clean up days. The Town earned approximately \$400.00 from recyclables from this event. His staff is busy prepping for snow removal season. The street sweeper sold to the Town of Creede for \$12,000.00. He is currently working with Steve Butherus on the water line repair at the Ritchey Storage project. The estimated cost is \$66,000.00. He is working on a plan for striping and asphalt repairs downtown. He plans to have his staff do the chip sealing and an outside company completes the striping.

Laura Hargis, Councilmember, reported that she will not be at the next council meeting.

Maria Chavez, Councilmember, reported that she has secured a school bus to decorate for the Trunk or Treat. She needs scary Halloween masks if anyone has any she could borrow for the event.

**ADJOURNMENT**

The meeting adjourned at approximately 7:12 p.m.

TOWN OF HUDSON, COLORADO

\_\_\_\_\_  
Mayor

ATTEST

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

**MEMORANDUM**

**CONSENT**

**To:** Town Council  
**From:** Rebecca Utecht, Town Clerk  
**Date:** October 3, 2016  
**Subject:** Liquor License Renewal for RDS Village

**Attachment**

The Town received a liquor license renewal application from RDS Village on September 30, 2016. This is for a 3.2% Beer Off Premise license. Deputy Ferguson conducted his inspection on October 5, 2016. His report is attached.

## LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

Fees Due	
Renewal Fee	96.25
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
<b>Amount Due/Paid</b>	

Make check payable to **Colorado Department of Revenue**. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

**RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE**

Licensee Name RDS Village LLC		DBA Hudson Market		
Liquor License # 4600191	License Type 3.2% Beer Off Premise (city)	Sales Tax License # 29880109-0000	Expiration Date 12-31-2016	Due Date 10-06-2016
Street Address 540 Main St. Hudson Colorado				Phone Number 303-536-4980
Mailing Address P.O. Box 39 Hudson, Colorado 80642				
Operating Manager Davinder Sandhu	Date of Birth 01-15-1978	Home Address 10942 Legacy Ridge Way, Westminster CO 80031		Phone Number 951-662-1454

1. Do you have legal possession of the premises at the street address above?  YES  NO  
 Is the premises owned or rented?  Owned  Rented\* \*If rented, expiration date of lease \_\_\_\_\_
2. Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.  YES  NO  
**NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:** If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
3. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation.  YES  NO
4. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation.  YES  NO
5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation.  YES  NO
6. **SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and **attach a copy of their driver's license, state-issued ID or valid passport.**

**AFFIRMATION & CONSENT**

*I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.*

Type or Print Name of Applicant/Authorized Agent of Business Davinder Singh SANDHU	Title Owner
Signature 	Date 09/29/2016

**REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY**

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. **THEREFORE THIS APPLICATION IS APPROVED.**

Local Licensing Authority For	Date
Signature	Title
	Attest

M E M O R A N D U M  
October 3, 2016

TO: Town of Hudson Marshal Department

FROM: Rebecca Utecht  
Town Clerk

SUBJECT: LIQUOR LICENSE RENEWAL

---

This memorandum is to request a liquor license inspection for the RDS Village liquor license renewal.

The liquor license renewal application for RDS Village was received September 30, 2016. The owner is David Sandhu with the business being located at 540 Main Street, Hudson, Colorado 80642. The type of license held for this business is a 3.2% Beer Off Premise (city). The last inspection date was October 2015.

I will place the renewal of this liquor license on the agenda for the Town Council meeting scheduled for Wednesday, October 19, 2016. I will need the information back by October 13, 2016.

If you have any questions concerning this renewal, please contact me at 303.536.9311.

Thank you!

Rebecca Utecht

LIQUOR/BEER RENEWAL REVIEW FORM

Date: 10-3-2016  
To: Marshal Dept  
From: Becky Utecht  
Subject: Liquor License Check

In accordance with the new procedure for Liquor and/or beer license checks, please review all records on the following establishment for any associated reports during the last year and return your report to the Hudson Town Clerk to the Board's Office within two weeks. Your report will be used by the Town Board in considering renewal of the liquor and/or beer license.

PLEASE RESPOND NO LATER THAN:

ESTABLISHMENT: RDS Village  
DBS - Hudson Market

Current license expires: 10/6/2016

No Concerns

JDF  
Marshal's Initials

The Marshal's Office had a concern and the Marshal has mutually worked with the licensee to correct the concern. (Complete Attached Worksheet)

Unresolved concerns exist requiring a Probable Cause Hearing scheduled by the Town <sup>Council</sup> Board.  
(Complete Attached Worksheet)

Please notify \_\_\_\_\_ at Extension \_\_\_\_\_ of the date and time of the Town Council's renewal hearing.

### INSPECTION REPORT

Case Number <i>16HPC1163</i>				Date of Report <i>10/5/16</i>
Name <i>R.D.S Village LLC</i>				Time In/Out <i>16:34 / 16:50</i>
Trade Name <i>Hudson Market</i>				Manager <i>Rigit</i>
Address <i>590 Main st.</i>				License Type <i>Liquor 3.2%</i>
City <i>Hudson</i>		State <i>Colorado</i>		Zip <i>80642</i>
				Telephone <i>(303) 536-4980</i>
Yes	No	N/A	Item	Comment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Valid State Liquor License Posted	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Valid State Sales Tax License Posted	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Valid Local License Posted	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Valid Federal Tax Stamp Posted	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Valid Food Service License Posted	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Minor Warning Sign Posted	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Meals or Snacks Available	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cleanliness is Adequate	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Books and Invoices Available	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Beer Stock Acceptable	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Wine Stock Acceptable	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Liquor Stock Acceptable	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Alcohol Purchased from Permitted Sources	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Compliance with Gambling Restrictions	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Manager Registered with Authorities	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Licensee in Possession/Control of Premises	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Name Properly Registered	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Compliance with Intoxicated Sale Restrictions	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Compliance with Sale to Minor Provisions	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Premise Physical Control Adequate	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Acceptable Dispensing Systems	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Off Premise Storage Licensed	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Only Permitted Items Sold	
Other Issues:				
Warning Issued    Yes <input checked="" type="checkbox"/> No			Warned About:	
Investigator Name/Number <i>J. Ferguson    H253</i>			Person Advised: <i>Rinku</i>	

Liquor/Beer License Worksheet

The following concerns are noted: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

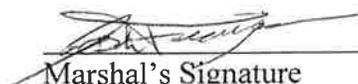
The Licensee and the Marshal's Office have collectively agreed to implement the following to correct concerns noted above: (A time line and corrective action should be listed for each concern)

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

\_\_\_\_\_  
Establishment Owner, Please Print

10/15/2016  
Date

\_\_\_\_\_  
Establishment Signature

  
Marshal's Signature

Use another sheet of paper or attach separate proposal to this packet if needed.

Attach copies of all reports associated with this establishment for the last year.

Both the Marshal and the Owner of the establishment will be required to attend the Liquor Hearing to testify to the above agreement.

## 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
10/06/2016	52188	1116	Raymond Patch	10042016	Mileage	10-64-6213	87.48
Total 52188:							87.48
10/06/2016	52189	886	At Your Service Electric	16257A	Memorial Lights	10-69-6710	1,057.54
Total 52189:							1,057.54
10/06/2016	52190	1041	Caselle Inc.	76207	Contract Support and Maintenance	10-64-6633	525.00
Total 52190:							525.00
10/06/2016	52191	108	CIRSA	161369	Claim # PC060000350-1	70-68-7740	1,000.00
Total 52191:							1,000.00
10/06/2016	52192	36	Colorado Analytical Laboratories I	160921084	WW Samples	75-68-6633	113.40
10/06/2016	52192	36	Colorado Analytical Laboratories I	160927067	WW Samples	75-68-6633	210.00
Total 52192:							323.40
10/06/2016	52193	33	DPC Industries Inc.	737002774-1	WW Chemicals	75-68-6710	1,004.00
Total 52193:							1,004.00
10/06/2016	52194	59	DXP Enterprises Inc.	48228063	Skid Steer Hoses	10-68-6633	356.73
Total 52194:							356.73
10/06/2016	52195	57	Front Range Internet	1436040	Website Hosting & Maintenance	10-64-6633	122.90
Total 52195:							122.90
10/06/2016	52196	1250	Humphries Poli Architects	35023.00-10	Professional Services	10-64-6640	10,740.73
10/06/2016	52196	1250	Humphries Poli Architects	35026.00-9	Design and Planning of New Town Hall	10-64-6640	11,405.09
Total 52196:							22,145.82
10/06/2016	52197	1349	J&T Consulting, Inc	1919	Design Engineering	10-64-6640	3,257.50
Total 52197:							3,257.50
10/06/2016	52198	276	Joe Racine	10012016	Mileage	10-64-6213	61.02
10/06/2016	52198	276	Joe Racine	10012016	Medicare Reimbursement	10-64-6110	150.90
10/06/2016	52198	276	Joe Racine	10012016	Computer, Camera Phone	10-64-6633	50.00
Total 52198:							261.92
10/06/2016	52199	853	Love's Travel Stops & County Stor	6000037361	Fuel - Marshal	10-66-6416	500.27
10/06/2016	52199	853	Love's Travel Stops & County Stor	6000037361	Fuel - PW Department	10-68-6416	635.10
10/06/2016	52199	853	Love's Travel Stops & County Stor	6000037361	Fuel - Parks Department	10-69-6416	70.90
10/06/2016	52199	853	Love's Travel Stops & County Stor	6000037361	Fuel - Water Department	70-68-6416	287.09

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
10/06/2016	52199	853	Love's Travel Stops & County Stor	6000037361	Fuel - WW Department	75-68-6416	267.85
Total 52199:							1,761.21
10/06/2016	52200	950	Lowe's	10052016	Shop supplies	10-68-6710	91.20
Total 52200:							91.20
10/06/2016	52201	1341	Napa Auto Parts	09302016	Battery	10-68-6710	146.99
Total 52201:							146.99
10/06/2016	52202	466	Professional Management Solutio	84075	Financial Consulting	10-64-6632	4,376.25
Total 52202:							4,376.25
10/06/2016	52203	348	Prospect Implement Inc.	62926	Shop Supplies	10-68-6710	63.22
Total 52203:							63.22
10/06/2016	52204	456	Protection One Alarm Monitoring I	09202016	Alarm Monitoring System	10-64-6415	198.06
Total 52204:							198.06
10/06/2016	52205	587	Roy Froncyk	08192016	Plotter Materials and Data for Pioneer mtg	10-65-6720	233.96
Total 52205:							233.96
10/06/2016	52206	934	Tim's Car Clinic	6981	Truck Repair	10-68-6633	700.39
Total 52206:							700.39
10/06/2016	52207	285	Town of Hudson	10012016	Water & Sewer - 557 Ash Street	10-64-6418	67.29
10/06/2016	52207	285	Town of Hudson	10012016	Water & Sewer - 258 5th Avenue	10-68-6418	53.87
10/06/2016	52207	285	Town of Hudson	10012016	Water - 650 Cherry Street	10-64-6418	3,426.83
10/06/2016	52207	285	Town of Hudson	10012016	Water - Cemetary	10-68-6418	15.34
10/06/2016	52207	285	Town of Hudson	10012016	Water - 1175 6th Ave	10-64-6418	5,750.58
Total 52207:							9,313.91
10/06/2016	52208	5	United Power	09292016	Wastewater Treatment Plant	75-68-6413	8,049.03
10/06/2016	52208	5	United Power	09292016-2	258 5th Ave Shop	10-68-6413	472.84
Total 52208:							8,521.87
10/06/2016	52209	1327	United Site Services	114-4460752	Port-o-let	10-69-6633	197.85
Total 52209:							197.85
10/06/2016	52210	1348	University of Colorado at Denver	88-63100272	Landscape Design services along Beech St	10-64-6640	700.00
Total 52210:							700.00
10/12/2016	52211	1345	Fransen Pittman Construction	10032016	New Town Hall Construction	22-71-7718	268,110.00

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 52211:							268,110.00
10/12/2016	52212	1085	Terracon	T820883	New Town Hall Construction	22-71-7718	3,001.30
Total 52212:							3,001.30
10/13/2016	52213	1079	4Rivers Equipment	174506	Grader Parts	10-68-6710	379.29
Total 52213:							379.29
10/13/2016	52214	1303	Airgas USA, LLC	9939604847	Helium for Groundbreaking - Balloons	10-69-6730	11.29
Total 52214:							11.29
10/13/2016	52215	1351	All Things Identification	38946	Id Maker Supplies	10-64-7730	274.50
Total 52215:							274.50
10/13/2016	52216	886	At Your Service Electric	16358	Town Hall Lights	10-68-6710	472.96
Total 52216:							472.96
10/13/2016	52217	1284	Clear Water Solutions	5029	General Services	70-64-6640	495.00
10/13/2016	52217	1284	Clear Water Solutions	5029	Pioneer Annexation	10-64-6636	450.00
10/13/2016	52217	1284	Clear Water Solutions	5029	Pioneer Annexation	10-64-6636	82.36
10/13/2016	52217	1284	Clear Water Solutions	5030	Master Plan	70-74-6415	2,000.00
Total 52217:							3,027.36
10/13/2016	52218	36	Colorado Analytical Laboratories I	160927068	WW Samples	75-68-6633	113.40
Total 52218:							113.40
10/13/2016	52219	1037	Colorado Health Medical Group	10032016	DOT Physical - Scott Bordewyk	70-68-6710	75.00
Total 52219:							75.00
10/13/2016	52220	890	CPS Distributors Inc.	09132016	Sprinkler Parts	10-69-6710	73.76
Total 52220:							73.76
10/13/2016	52221	437	Daniel Hamsmith	10112016	NECO expo supplies	10-65-7103	10.97
10/13/2016	52221	437	Daniel Hamsmith	10112016	Site Selector confrence	10-65-7103	9.00
Total 52221:							19.97
10/13/2016	52222	33	DPC Industries Inc.	737004615-1	WW Chemicals	75-68-6710	475.80
10/13/2016	52222	33	DPC Industries Inc.	737004616-1	Water Chemicals	70-68-6710	114.60
Total 52222:							590.40
10/13/2016	52223	59	DXP Enterprises Inc.	48248956	Snow Plow Hose	10-68-6710	86.38
Total 52223:							86.38

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
10/13/2016	52224	53	Farm & Home Lumber	42497	Saw Blades	70-68-6710	22.20
10/13/2016	52224	53	Farm & Home Lumber	42527	Tools	10-68-6735	71.07
10/13/2016	52224	53	Farm & Home Lumber	42548	supplies	70-68-6710	23.15
10/13/2016	52224	53	Farm & Home Lumber	42570	supplies	10-68-6710	11.65
10/13/2016	52224	53	Farm & Home Lumber	42588	Drill	10-68-6735	245.69
10/13/2016	52224	53	Farm & Home Lumber	42767	Park Supplies	10-69-6710	47.80
10/13/2016	52224	53	Farm & Home Lumber	42862	Plant Supplies	75-68-6710	12.30
10/13/2016	52224	53	Farm & Home Lumber	43154	supplies	75-68-6710	4.45
10/13/2016	52224	53	Farm & Home Lumber	43156	Town Hall Light	10-64-6710	5.98
10/13/2016	52224	53	Farm & Home Lumber	43156	Shop Supplies	10-68-6710	2.00
10/13/2016	52224	53	Farm & Home Lumber	43252	Tree Recycling Fence	10-69-6710	207.48
10/13/2016	52224	53	Farm & Home Lumber	43264	Shop Supplies	10-68-6710	20.00
10/13/2016	52224	53	Farm & Home Lumber	43331	Shop Supplies	10-69-6710	25.28
10/13/2016	52224	53	Farm & Home Lumber	43332	Irrigation parts	10-69-6710	12.50
10/13/2016	52224	53	Farm & Home Lumber	43340	Equipment	10-68-7734	60.05
10/13/2016	52224	53	Farm & Home Lumber	43341	Bug Killer	70-68-6710	10.75
10/13/2016	52224	53	Farm & Home Lumber	43431	Locate Supplies	70-68-6710	12.85
10/13/2016	52224	53	Farm & Home Lumber	44121	Glove	10-68-6710	16.49
10/13/2016	52224	53	Farm & Home Lumber	44157	Key for Community Center	10-69-6730	4.00
10/13/2016	52224	53	Farm & Home Lumber	44157-2	supplies	70-68-6710	5.49
10/13/2016	52224	53	Farm & Home Lumber	44354	Safety Equipment	10-68-6710	36.38
10/13/2016	52224	53	Farm & Home Lumber	44365	Shop Supplies	70-68-6710	3.89
10/13/2016	52224	53	Farm & Home Lumber	44407	Shop Supplies	10-68-6710	4.90
10/13/2016	52224	53	Farm & Home Lumber	44494	Shop Supplies	10-68-6710	7.80
10/13/2016	52224	53	Farm & Home Lumber	44552	supplies	75-68-6710	41.00
10/13/2016	52224	53	Farm & Home Lumber	44559	supplies	10-68-6710	14.83
10/13/2016	52224	53	Farm & Home Lumber	44654	water chemicals	70-68-6710	7.09
10/13/2016	52224	53	Farm & Home Lumber	44683	Shop Supplies	10-68-6735	39.90
Total 52224:							976.97
10/13/2016	52225	19	Grainger	9240950429	Shop Supplies	10-68-6710	86.77
Total 52225:							86.77
10/13/2016	52226	22	Hoffmann Parker Wilson & Carber	09302016	Legal Services	25-64-6630	5,892.76
Total 52226:							5,892.76
10/13/2016	52227	1342	KBN Engineers	1131.001/000	Pioneer Property Annexation	10-64-6636	465.00
10/13/2016	52227	1342	KBN Engineers	1131.001/000	State Highway 52	10-68-6640	7,557.14
10/13/2016	52227	1342	KBN Engineers	1131.001/000	Town Engineer	10-64-6640	69.75
10/13/2016	52227	1342	KBN Engineers	1131.001/000	Water	70-68-6640	5,194.85
10/13/2016	52227	1342	KBN Engineers	1131.001/000	BNSF Industrial Park	10-64-6640	139.50
Total 52227:							13,426.24
10/13/2016	52228	1105	Keene Auto Supply Inc.	361439	Grader Battery	10-68-6710	301.08
10/13/2016	52228	1105	Keene Auto Supply Inc.	361489	Truck Parts	10-68-6710	8.69
10/13/2016	52228	1105	Keene Auto Supply Inc.	361651	Truck Lights	10-68-6710	134.07
10/13/2016	52228	1105	Keene Auto Supply Inc.	361652	Shop Supplies	10-68-6710	11.48
10/13/2016	52228	1105	Keene Auto Supply Inc.	361717	Truck Lights	10-68-6710	29.42
Total 52228:							484.74
10/13/2016	52229	1341	Napa Auto Parts	10032016	Plow Hoses	10-68-6710	60.83

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
10/13/2016	52229	1341	Napa Auto Parts	361327	Snow Plow Parts	10-68-6710	110.78
Total 52229:							171.61
10/13/2016	52230	1187	Pinnacle Bank - 2	10012016	SEWCCC Luncheon	10-65-7103	38.19
10/13/2016	52230	1187	Pinnacle Bank - 2	10012016	NORtheast Corridor Development Expo	10-65-7103	36.00
Total 52230:							74.19
10/13/2016	52231	1188	Pinnacle Bank - 3	10012016	Clean up day lunches	10-68-6730	32.73
10/13/2016	52231	1188	Pinnacle Bank - 3	10012016	Clean up day food	10-68-6730	20.10
10/13/2016	52231	1188	Pinnacle Bank - 3	10012016	Training Lunch	10-68-6210	23.56
10/13/2016	52231	1188	Pinnacle Bank - 3	10012016	Location Repair	70-68-6652	414.33
10/13/2016	52231	1188	Pinnacle Bank - 3	10012016	Transwest- truck repair	10-68-6633	987.19
10/13/2016	52231	1188	Pinnacle Bank - 3	10012016	Amazon- radios	70-68-6710	116.22
10/13/2016	52231	1188	Pinnacle Bank - 3	10012016	Amazon- radios	10-68-6710	232.44
10/13/2016	52231	1188	Pinnacle Bank - 3	10012016	FMH material- shop shelves	10-68-7730	148.56
Total 52231:							1,975.13
10/13/2016	52232	1189	Pinnacle Bank - 4	10012016	Credit for overpayment	10-64-6710	48.00
10/13/2016	52232	1189	Pinnacle Bank - 4	10012016	Postage	10-64-6722	4.39
10/13/2016	52232	1189	Pinnacle Bank - 4	10012016	Sumpathy FLOWers Gene Andrews	10-64-6710	111.23
10/13/2016	52232	1189	Pinnacle Bank - 4	10012016	Paper for Newsletters	10-69-6620	37.98
10/13/2016	52232	1189	Pinnacle Bank - 4	10012016	Joe Review Lunch	10-64-6212	44.18
10/13/2016	52232	1189	Pinnacle Bank - 4	10012016	Charity/Becky-Training Lunch	10-64-6210	25.86
Total 52232:							175.64
10/13/2016	52233	1195	Pinnacle Bank - 6	10012016	Racine annual review	10-64-6212	26.86
Total 52233:							26.86
10/13/2016	52234	1299	Pinnacle Bank - 8	10012016	Confrence expenses	10-69-6210	670.07
10/13/2016	52234	1299	Pinnacle Bank - 8	10012016	Town retreat	10-61-6730	345.45
10/13/2016	52234	1299	Pinnacle Bank - 8	10012016	Senior coffee time	10-69-6730	12.68
10/13/2016	52234	1299	Pinnacle Bank - 8	10012016	Painting the plows	10-69-6730	140.89
10/13/2016	52234	1299	Pinnacle Bank - 8	10012016	Painting the plows	10-69-6730	185.49
Total 52234:							1,354.58
10/13/2016	52235	1151	RH Water & Wastewater LLC	318	Water Ops	70-68-6633	125.00
10/13/2016	52235	1151	RH Water & Wastewater LLC	318	WW Ops	75-68-6633	125.00
Total 52235:							250.00
10/13/2016	52236	285	Town of Hudson	10122016	Yard of the Month Winners Aug/Sept 2016	10-69-6730	160.00
Total 52236:							160.00
10/13/2016	52237	1350	Transwest	001P17777	Truck Muffler	10-68-6710	518.38
Total 52237:							518.38
10/13/2016	52238	131	Tribune The	09302016	Publishing - Ordinance 16-08	10-64-6620	15.68

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
10/13/2016	52238	131	Tribune The	4817544	Notice of Public Hearing	10-64-6620	34.74
10/13/2016	52238	131	Tribune The	4817545	Ordinance 16-06	10-64-6620	14.52
10/13/2016	52238	131	Tribune The	4817546	Ordinance 16-07	10-64-6620	14.52
10/13/2016	52238	131	Tribune The	4817547	Publishing - Ordinance 16-08	10-64-6620	15.68
Total 52238:							95.14
10/13/2016	52239	5	United Power	09232016	557 Ash St	10-64-6413	292.66
10/13/2016	52239	5	United Power	09232016	557 Ash St	70-64-6413	292.66
Total 52239:							585.32
10/13/2016	52240	99	USA BlueBook	070913	Lab Supplies	70-68-6710	75.33
Total 52240:							75.33
10/13/2016	52241	18	Utility Notification Center of Color	216090442	Locates	70-68-6633	46.47
10/13/2016	52241	18	Utility Notification Center of Color	216090442	Locates	75-68-6633	46.48
Total 52241:							92.95
Grand Totals:							359,105.42

Report Criteria:

Report type: GL detail  
 Check.Type = {<-} "Adjustment"

## MEMORANDUM

2.a.

**To:** Council  
**From:** Joe Racine, Town Manager  
**Date:** October 19, 2016  
**Subject:** Temporary water service agreement, Sparboe Farms

### Attachment

The Town has been approached by Sparboe Farms regarding municipal water service. Sparboe is a commercial egg producer, located north of I-76 and west of Oak Street, along the Town road out to the correctional facility. They do not propose annexation of their plant.

Sparboe has been having water quality issues with their Laramie-Fox Hills wells, and believe that by blending municipal water with their well water in yet to be determined proportions will solve their problems. The attached agreement, negotiated over the past several months, provides for up to four successive six-month periods during which Sparboe can purchase Town water at out-of-town rates in order to test the use of water for their production. If at the end of the test period they determine that the Town's water is of benefit, they can apply for a regular out-of-town water tap and pay the required tap fees and raw water fees.

There is also a provision in the agreement by which they can retain their tap onto the Town's system for emergency fire protection only should they determine that the town's water is not the solution to their production issues. The terms of such an agreement would have to be worked out should it be implemented.

Also provided for in the agreement are the following:

- Sparboe will apply for inclusion into the Northern Colorado Water Conservancy District and its Municipal Subdistrict. (This enables them to be served by CBT water.)
- Payment to the Town of \$3,860 in lieu of raw water dedication fees during the test period.
- Sparboe will pay for all costs of connection to the water line in Oak Street except for the meter which will be provided by the Town
- During the test period, the parties will explore alternative ways in which Sparboe can meet its raw water requirement in the event of a permanent tap.
- The Town will serve two houses on the property on request with the usual tap requirements.

While the amount of water to be delivered is uncertain at this time, and will likely be variable during the test period, the Town has water to sell and any sales will provide needed revenue into the water fund. In the event of a permanent tap, and depending on the blending ratio that they determine is best for their operations, the facility could potentially use a

MEMORANDUM

October 19, 2016

Page 2 of 2

significant amount of treated water from the Town, possibly on the same order of magnitude as the correctional facility. With the planned expansion of their facilities, Sparboe's total water demand might be equivalent to as much as 268 houses. Again, what portion of that demand would be met by the Town's water and what portion by their wells is to be determined. They obviously want to use their on-site wells to the extent practical.

Sparboe uses a considerable amount of water in their operation. And they treat their effluent on site in their own wastewater facility. They have not requested, nor would we advise the Town to provide wastewater services.

Sparboe has been a good neighbor to the Town, including donation of the site for the water tank that was constructed with the correctional facility. The agreement would be a mutually beneficial continuation of that relationship.

Sparboe has signed the agreement and is ready to move ahead with installation of the tap.

## TEMPORARY WATER SERVICE AGREEMENT

THIS WATER SERVICE AGREEMENT is made and executed this 19th day of October, 2016, by and between the Town of Hudson, a Colorado home rule municipality, (the "Town"), with a mailing address of P.O. Box 351, Hudson, Colorado 80642 and Sparboe Farms, Inc., a Minnesota corporation registered to do business in Colorado ("Sparboe"), with a mailing address of P.O. Box 429, Hudson, Colorado 80642.

**WHEREAS**, Sparboe owns certain real property within Weld County Colorado (the "Property");

**WHEREAS**, on the Property, Sparboe operates a facility producing eggs and egg products ("Facility");

**WHEREAS**, Sparboe desires to contract with the Town for the provision of treated water to the Property on a temporary basis, as described in this Agreement, in order to evaluate its options for water supply;

**WHEREAS**, the Town is agreeable to providing treated water to the Property upon the terms and conditions set forth herein and has authority to enter into this Agreement pursuant to Sec. 13-10 of the Town of Hudson Municipal Code ("Code");

**WHEREAS**, a Town water service line is located along North Oak Street, adjacent to the Property, and is adequate in size to supply water under this Agreement and as a result, there is no need to extend the Town's water system; and

**WHEREAS**, the parties have agreed as to the terms upon which the Town shall provide treated water to the Property, and wish to set forth those terms in full herein.

**NOW THEREFORE**, the parties, their successors and assigns, in and for the consideration of the mutual performance of the duties and undertakings provided for herein, the receipt and adequacy of which is hereby acknowledged, do hereby covenant and agree as follows:

1. Supply of Water. The Town agrees to provide treated water to the Property upon the terms and conditions set forth herein. The Town shall deliver treated water to its main water line in North Oak Street at an adequate flow and pressure to serve the Property. The Town makes no agreement or warranty as to the pressure maintained in any service lines to the Property. Although the Town makes no warranty as to the pressure maintained in Sparboe service line(s) it does assure that adequate flow and pressure from its facility to the service line shall be maintained at all times consistent with the water service provided to customers within the Town.

2. Term. The initial term of this Agreement shall be six months from date that Sparboe applies for inclusion in the Northern Colorado Water Conservancy District and its municipal sub-district ("District") as described in paragraph 3. The Agreement shall

automatically renew for three periods of six months each provided it is not terminated as provided herein.

3. Inclusion in Northern Colorado Water Conservancy District. Sparboe expressly acknowledges that the Town may not provide or lease its shares of Colorado-Big Thompson ("CBT") water, as provided through the District, for use on property located outside the District's boundaries. As a result, the Town requires that Sparboe petition the District for the Property to be included in the District's boundaries prior to providing water under this Agreement. Sparboe shall provide the Town with a copy of the petition for inclusion.

4. Tap Fees and Raw Water Fees. Sparboe will not be required to pay any tap or raw water purchase fees for the term of this Agreement. In lieu of requiring raw water dedication for the term of this Agreement, Town agrees to accept a cash-in-lieu of dedication fee from Sparboe for the temporary use of Town-owned CBT water. The amount of such fee shall be twenty dollars (\$20.00) for each 402 gallon per day ("EQR") of expected treated water demand at the Facility for each six (6) month period of this agreement. The Parties agree that the expected water demand at the Facility is 193 EQRs or such other amount to which the Parties mutually agree.

5. Costs of Connection. Sparboe is responsible for installing at its cost the physical tap and service line on the Property per Town specifications and any associated engineering costs. The Town shall supply the water meter. Connection to the Town's water system shall be made on the 12 inch main line that is located in the North Oak Street right of way on the east boundary of the Property. Sparboe shall obtain the necessary permits from the Town for any excavation or other work in the Oak Street right-of-way.

6. Compliance. Prior to initiation of temporary water service, Sparboe will apply for and the Town will set up a utility account and bill Sparboe monthly for the costs of the service at the prevailing user rates during the term of this Agreement. Except as expressly provided for in this Agreement, Sparboe will comply with all provisions of Chapter 13 of the Town of Hudson Municipal Code ("Code") pertaining to water regulations, water rates and water charges.

7. Supply to Residences on Property. Upon proper application by Sparboe, including payment of all applicable fees, the Town agrees to provide municipal treated water service to the two (2) existing residences on the Property. Water supplied under this Agreement to any residences on the Property will be charged at the Town's prevailing rates and fees, including raw water dedication or cash-in-lieu of raw water.

8. Raw Water Requirement. Provided that Sparboe petitions for the Property to be included in the District and properly applies to the Town for a water service account, the Town agrees to accept a fee in lieu of raw water dedication as provided in paragraph 4. During the term of this temporary Agreement, the Parties agree to cooperate in

investigating alternative and mutually beneficial ways in which Sparboe might satisfy the raw water dedication requirement in the event that the service is converted to a regular water tap at the end of such term. The Town will consider alternatives or combination of alternatives that ensure a quality, reliable, adequate and feasible supply of raw water.

9. Termination of Agreement. If either party desires to terminate this Agreement, they may do so at the end of any six-month terms by providing written notice to the other party thirty (30) days prior to the end of such six-month term.

10. Post Termination Actions. Upon the termination of this Agreement or expiration of the terms as provided herein, the Parties agree as follows:

- a. At the request of Sparboe, the Town will consider an agreement for the water service connection to the Property to remain in place as an emergency source of treated water for the Property; or
- b. At the request of Sparboe the Town will permit the water service to be converted to a regular water tap, providing that Sparboe would be responsible for payment of the prevailing tap fees and raw water requirements pursuant to the Code; or
- c. At the request of Sparboe, the water service may be terminated altogether at the end of any six (6) month period as defined in paragraph 2 of this Agreement. In the case of termination of all service, Sparboe agrees to properly remove and cap the service according to specifications provided by the Town.

11. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Weld County, Colorado.

12. Notice. All notice required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective on the earlier of actual receipt or seventy-two (72) hours after deposit in the United States Mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

To the Town: Joseph A. Racine, Town Manager  
557 Ash Street  
Box 351  
Hudson, Colorado 80642

With copy to: Corey Y. Hoffmann, Esq.  
Hoffmann, Parker, Wilson & Carberry, P.C.  
511 16<sup>th</sup> Street, Suite 610  
Denver, Colorado 80202

To the Property Owner: Mark Kellen, Director of Production Operations  
Sparboe Farms  
1907 East Wayzata Boulevard, Suite 300  
Minneapolis, Minnesota 55391

13. Amendments. This Agreement may be amended by the Town and the Property Owner. Except as otherwise provided herein, this Agreement shall not be amended unless approved in writing by all parties hereto.

14. Entire Agreement. This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations or agreements, either verbal or written, between the parties.

15. Modification and Waiver. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

DATED this day and date first above set forth.

**TOWN:**

**SPARBOE:**

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

\_\_\_\_\_  
\_\_\_\_\_  
Name/Title

ATTEST:

\_\_\_\_\_  
Rebecca Utecht, Town Clerk

**MEMORANDUM**

**2.b.**

**To:** Council  
**From:** Joe Racine, Town Manager  
**Date:** October 19, 2016  
**Subject:** Case No. 16-09 SPA, Ritchey Storage Site Plan Amendment

**Attachments**

Grant Ritchey has submitted an application for an amendment to his approved site plan for the self-storage facility on north Hudson Drive. The amendment would provide for temporary use of building pads that were to be developed in later phases for outdoor storage of RVs and boats. The Planning Commission conditionally approved the amendment at its October 12<sup>th</sup> meeting.

Attached are a copy of the amended site plan, an overview from the project's engineer, and a memo from Town Planner, Roy Fronczyk, describing the issues surrounding this case and the Planning Commission's recommendation.

As a site plan, this case requires public "meetings" before the Planning Commission and the Council. This is not a formal public hearing, but the meeting was advertised and the property was posted with a notice of the meeting.

## MEMORANDUM

**TO:** Town of Hudson Council  
**FROM:** Roy Fronczyk, Town Planner  
**DATE:** October 13, 2016

**SUBJECT:** Public Meeting October 12, 2016, Ritchey Storage Amendment, Case #16-08 SPA

The required public meeting pertaining to the Site Plan Amendment of the above referenced application was conducted on Wednesday, October 12, 2016. All required public notifications, adjacent property notices and posting of the property were completed.

The applicants, Dawn and Grant Ritchey were present and described the features of the amendment to permit RV and Boat Storage on a portion of the property and the reasons for requesting it. Attached is the narrative description of the requested amendment provided by the applicant. Highlights of the staff report (attached in full) and responses from referral agencies are as follows:

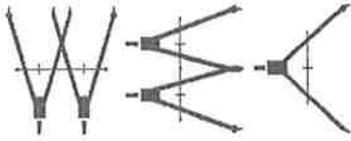
1. Staff recommends that it be clearly stated on the site plan amendment map that outdoor storage be limited to Recreational Vehicles (motorized or trailered) and Boats. And that an accurate number of storage stalls be shown on the plan map.
2. Staff recommended that a time limit be placed on the use of the property for outdoor storage.
3. The town engineer found no issues with accommodating drainage on the property from the outdoor storage use because the detention system was designed and constructed to accommodate buildings which would generate larger run-off volumes than those of RV's and Boats.
4. Weld County has claimed that the roadway adjacent to the site (Hudson Drive) is a County Road. CDOT claims that it is on the State Highway system and has issued access permits to the owner. The impact on the applicant is that there are different design standards for providing access into the property and at this time would create a hardship for the owners.

We have letters that indicate Weld County was notified at the annexation and zoning stage of development (August 17, 2011) and during the review of the site plan (July 24, 2014) stage of the project. CDOT issued access permits for the project when it was originally approved. We are unsure why the County is raising the issue when a minor amendment is being considered. CDOT and Weld County staff members are attempting to work out the jurisdictional issue.

There were no residents in attendance at the meeting.

The Planning Commission voted unanimously to recommend approval of the amended site plan for Ritchey Storage to Town Council with the following conditions:

- A. The disputed ownership between CDOT and Weld County be resolved and appropriate action be taken by the applicant to submit an Access Permit should Weld County prevail or in the case of CDOT there would be no action necessary.
- B. Corrections to the amended site plan map be completed prior to recording the document.
- C. A time frame of 10 year review period (2026) be set for re-examination of the status of the temporary use of a portion of the site for outdoor storage. Should experience in the operation of the development show a weak market for min-storage and strong demand for outdoor storage the applicant would submit the applicable documents under the I-1 zoning regulations pertaining to the development of outdoor storage space.



## **WESTERN ENGINEERING CONSULTANTS,**

20 S. 5<sup>th</sup> Avenue, Brighton, CO 80601  
2501 Mill Street, Brush CO 80723  
Office: 720-685-9951  
Cell. 303-913-7341, Fax 720-294-1330  
Email: [firstname.lastname@westerneci.com](mailto:firstname.lastname@westerneci.com)

**Inc LLC**

September 26, 2016

Mr. Joe Racine  
Town Administrator  
Town of Hudson  
557 Ash Street  
Hudson, CO 80642-0351

### **RE: RITCHEY STORAGE FACILITY – AMENDED SITE PLAN NARRATIVE**

Dear Mr. Racine:

Western Engineering Consultants inc LLC (WEC) appreciates the opportunity to provide the enclosed Ritchey Storage Facility Amended Site plan.

#### **PROPOSED AMENDED SITE PLAN**

As discussed in prior conversations and our meeting last week - we have prepared this Amended Site Plan in order to include Outdoor Storage as an allowed use until all buildings can be constructed. Currently Buildings A6 and A7 are near complete. The pads for buildings A2 through A5 are prepped and buildings will be constructed in those locations when business finances allow. Although during the review process and public hearings outdoor storage was discussed – notes for outdoor storage were not included on the approved Site plan.

Currently buildings A6 and A7 are nearly constructed. Both CDOT approved accesses have been constructed. Both detention ponds have been constructed for build out conditions (all buildings and paved accesses), and lighting has been added only to the existing office and two new storage buildings. Complete perimeter security fencing has been completed and gravel base course has been placed for all areas proposed to be building or access.

No changes to the previously approved building sizes, quantities, or locations are modified by this amendment. The intention is to build those buildings as market demand and financing allow. Outdoor storage will only occur until such time as those buildings are constructed per the approved Site Plan. Outdoor storage is only proposed on future “B” and “C” pad sites. All previously designed accesses are to be maintained during Outdoor Storage and future building conditions.

A single new sheet 4OS has been added to the approved Site plans previously provided. This sheet 4OS stands for Outdoor Storage and shows the details necessary for outdoor vehicle and equipment storage while yet showing the two new buildings (A6 & A7), next phases of buildings (A2 through A5), Outdoor Storage on future building pads B1-B7 and buildings C1-C4.

Notes have been added to the plans that detail locations and sizes, fire access routes, operational vehicles and equipment only, delineation and stall markings, and phasing of construction.

Currently twenty-seven stalls sized 12 feet by 34.6 feet (where 30 foot wide buildings are located – C1, C4, B7) and two hundred four stalls are sized 12 feet by 23.1 feet (where 40 foot wide buildings are located C2, C3, B1-B6). In total 231 stalls could be utilized as outdoor storage. In the conditions where long trailers, RV's, etc are to be stored they would utilize two stalls.

Types of vehicles and equipment proposed for Outdoor Storage include the following:

- Recreational vehicles (5<sup>th</sup> wheels, bumper pull, buses, boats, jet skis, etc)
- Trailers (gooseneck, 5<sup>th</sup> wheel, and bumper pull trailers – farm and construction)
- Operational equipment (ag or construction related equipment)

**CLOSING**

We appreciate the opportunity to re-present the intention for Outdoor Storage until such time as the complete build-out of all proposed storage buildings can occur.

Please contact me with any questions or comments you may have on this Ritchey Storage Facility project!

Sincerely,



Western Engineering Consultants inc., LLC  
Chadwin F. Cox, P.E.  
Senior Project Manager



**MEMORANDUM**

**2.c.**

**To:** Council  
**From:** Joe Racine, Town Manager  
**Date:** October 19, 2016  
**Subject:** Agreement for sculpture at new Town Hall, Bill Bunting

**Attachment**

At the last meeting Council had an opportunity to meet Mr. Bill Bunting and to view samples of his artwork. Staff was directed to prepare an agreement to commission Mr. Bunting to craft a metal sculpture of a full-size buffalo to be displayed outside of the new Town Hall. Attached is an agreement for the Council's consideration, setting the not-to-exceed price of \$17,000 for the sculpture, including installation.

**PURCHASE AGREEMENT**

THIS AGREEMENT, in duplicate, entered into this 19th day of October, 2016, by and between the Town of Hudson, Colorado, (hereinafter called "Town"), and Bill Bunting (hereinafter called "Artist").

NOW, THEREFORE, it is agreed as follows:

1. Artist desires to design and fabricate a sculpture of a buffalo, which is generally described in **Exhibit A** which is attached hereto and incorporated by this reference.
2. The Town agrees to pay the Artist the sum not to exceed Seventeen Thousand Dollars (\$17,000.00) in two installments. The first installment of Eight Thousand Dollars (\$8,000.00) shall be paid upon the execution of this Agreement. The balance shall be paid upon installation.
3. The Artist shall deliver and install the sculpture on a date convenient to the Town, but no later than March 31, 2017.
4. The Town will provide a concrete base for the sculpture, the location and specifications of which will be agreed upon by the parties in advance. The Town will also provide for illumination of the sculpture.
5. At the time of final payment to the Artist, all rights, interests and title to the sculpture shall automatically transfer to the Town except as hereinafter defined. Risk of damage or loss to the sculpture shall remain with the Artist until received by the Town. Upon final payment Artist shall deliver a bill of sale for the sculpture.
6. While the sculpture will be designed to be relatively maintenance-free, the Town assumes responsibility for minor maintenance including periodic cleaning as necessary to remove the droppings of birds and/or buildup of dust, dirt and grime in order that the sculpture does not become an eyesore to its environment or a detriment to the good reputation of the Artist.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

**TOWN OF HUDSON, COLORADO**

By:

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

ATTEST:

---

Rebecca Utecht, Town Clerk

**ARTIST**

---

**EXHIBIT A**

**MEMORANDUM**

**2.d.**

**To:** Town Council  
**From:** Billie Stam, Director of Recreation  
**Date:** October 19, 2016  
**Subject:** Space Rentals in the New Town Hall

**Attachment**

There is some space in the New Town Hall that will be available to our public to host their own events in such as Birthday Parties, Receptions, etc. I have attached a couple room use policies that other towns and cities have as well as a draft of one for the Town of Hudson. Please notice the areas highlighted in pink as the options for those areas; the highlights are the areas of discussion I would like to address.



## Town of Hudson

557 Ash Street \*PO Box 351 \*Hudson CO 80642  
Phone: 303-536-9311 \*Fax 303-536-4753

### FACILITY RENTAL APPLICATION

Today's Date: \_\_\_\_\_ Rental Date: \_\_\_\_\_

Responsible Organization: \_\_\_\_\_

Responsible Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home phone: \_\_\_\_\_ Work/Cell: \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

#### FACILITY REQUESTED:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> CONFERENCE ROOM     | <input type="checkbox"/> KITCHEN        | <input type="checkbox"/> COUNCIL ROOM     |
| <input type="checkbox"/> LOBBY               | <input type="checkbox"/> BATHROOMS      | <input type="checkbox"/> PLAZA            |
| <input type="checkbox"/> TOWN PARK PAVILLION | <input type="checkbox"/> BASEBALL FIELD | <input type="checkbox"/> COMMUNITY CENTER |

START TIME: \_\_\_\_\_ END TIME: \_\_\_\_\_ Total Hours: \_\_\_\_\_

*NOTE: Please include setup and cleanup time in your request. Entering a facility early or vacating late will result in additional charges. Any charges to the above listed times MUST be approved by a representative of the Town of Hudson prior to the event date(s).*

ADDITIONAL INFORMATION (include use of candles, electrical devices, charcoal grills, inflatable objects, etc.) \_\_\_\_\_

*The Town of Hudson reserves the right to refuse use of the facilities for any given event. I have read and understand the Facility Rental & Usage Policies, and agree to follow them.*

SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

APPLICATION IS:  APPROVED  DENIED

AUTHORIZED SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

MONITOR ASSIGNED \_\_\_\_\_ CONTACT #: \_\_\_\_\_



**ROOM CONDITION SHEET**

	CHECK IN	CHECK OUT	AMOUNT
Vacuum	_____	_____	_____
Counter Wiped	_____	_____	_____
Trash Taken Out	_____	_____	_____
Tables Wiped	_____	_____	_____
Carpets Cleaned	_____	_____	_____
Sweep & Mop Tile	_____	_____	_____
Remove Food & Ice from Fridge	_____	_____	_____
Arrange Room	_____	_____	_____
Inspect Restrooms	_____	_____	_____
Make Sure Exit Doors Are Locked	_____	_____	_____
Stove is Wiped	_____	_____	_____
Dishwasher is Cleaning	_____	_____	_____

**A MINIMUM FEE OF \$35 WILL BE ASSESSED IF THE TOWN HAS TO CLEAN ANY OF THE ABOVE MENTIONED ITEMS. AFTER THE MINIMUM FEE THE FOLLOWING FEE SCHEDULE WILL BE APPLIED.**

Vacuum	\$15 per room
Clean Carpets	\$80 per room
Wipe Tables	\$2 per table
Wipe Counters	\$5
Sweep & Mop	\$15 per room
Remove Food & Ice	\$5
Arrange Furniture	\$10
Clean Restrooms	\$15 per restroom

**ANY OTHER DAMAGES WILL BE CHARGED ACCORDINGLY.**

<b>List Other Damages</b>	<b>Fees Charged</b>
_____	_____
_____	_____
_____	_____
_____	_____

\_\_\_\_\_

User's Signature/Date

\_\_\_\_\_

Town Monitor's Signature/Date

## FACILITY RENTAL POLICY

The purpose of the Town of Hudson Facility Rental Policy is to provide for the usage of all public facilities by individuals or groups and to preserve the public facility for future use.

All information contained in or attached to the Facility Rental Application by the responsible organization and/or person must be true, accurate and completed to the best of their knowledge.

Public facilities may be reserved or rented on a one-time or short-term opportunity. Any extended schedule dates (weekly, monthly, bimonthly, etc.) requires special arrangements and are granted at the discretion of the Town. Whether for short or long term use, all stated rental requirements apply and the usage priority remains in effect.

The Town reserves the right to cancel any agreement as it deems for the good of the community.

The Town reserves the right to change any scheduled event it deems necessary.

All rental fees shall be remitted to the Town. Failure to make payment results in the forfeiture of the deposit and the cancellation of the reservation.

A monitor is required unless it is a Town Sponsored event. For all other events, the Town will assign a monitor.

The individuals, groups, or agencies listed below are eligible to use any public area of the Town of Hudson facilities during regular operating hours on a first come first served basis, exclusive of the kitchen facilities.

Any activities sponsored or co-sponsored by the Town of Hudson and its designated representatives.

All local recognized civic, fraternal, social, educational non-profit groups or agency within the Town of Hudson limits, as determined by Town staff. Proof of 501C3 exempt status may be required.

Those groups not exempt from rental fees and charges are: individual, groups, or businesses that do not meet the exempt criteria.

## FACILITY RENTAL RATES

<u>TOWN HALL</u>	<u>CONFERENCE ROOM</u>	<u>KITCHEN</u>	<u>COUNCIL ROOM</u>	<u>LOBBY***</u>	<u>COMMUNITY CENTER</u>
RESIDENT	\$15/HOUR	\$15/FLAT	\$35/HOUR	\$15/FLAT	\$35/HOUR
NON-RESIDENT	\$20/HOUR	\$15/FLAT	\$40/HOUR	\$15/FLAT	\$40/HOUR
ORGANIZATION*	\$10/HOUR	\$15/FLAT	\$20/HOUR	\$15/FLAT	\$20/HOUR
PROFIT	\$25/HOUR	\$15/FLAT	\$45/HOUR	\$15/FLAT	\$45/HOUR

<u>PLAZA</u>		<u>ALL HUDSON PARKS**</u>	
RESIDENT	\$25/4 HOURS	RESIDENT	\$25/4 HOURS
NON-RESIDENT	\$30/4 HOURS	NON-RESIDENT	\$30/4 HOURS
ORGANIZATION*	\$15/4 HOURS	ORGANIZATION*	\$15/4 HOURS
PROFIT	\$35/4 HOURS	PROFIT	\$35/4HOURS

**User Group Definitions:**

**Resident:** An individual who resides within the town limits of the Town of Hudson.

**Non-Resident:** An individual who resides outside of the town limits of the Town of Hudson.

**Organization:** Govt. agencies, schools, civic/service/community groups, churches (all 501C3 designated organizations).

**Profit:** All for profit businesses and groups.

**\*During normal business hours (Monday thru Friday) – NO CHARGE; Charges listed above are for facility use after normal business hours and on weekends.**

**\*\*Park shelter reservation times are no earlier than ½ hours before sunrise & no later than 10pm. Fees listed above are for 4-hour time blocks.**

**\*\*\*The Lobby is only available during normal business hours.**

**RENTAL COSTS:**

<u>DATE</u>	<u>FACILITY REQUESTED</u>	<u>UNIT COST</u>	<u>SUBTOTAL</u>
		\$	\$
		\$	\$
		\$	\$

**POLICE FEES**-One officer for every 100 people @ \$35.00/hour \$ \_\_\_\_\_  
**TOTAL DUE\*\*\*\*\*** \$ \_\_\_\_\_

**DAMAGE DEPOSIT\*\*\*\*\***

Conference Room	\$50
Council Room	\$200
Park Spaces	\$50
Events with Alcohol	\$400

**DEPOSIT AMOUNT** \$ \_\_\_\_\_

\*\*\*\*Damage Deposits are refundable (within 30 days of rental date) provided proper cleanup is performed and no damages are sustained according to the Room Condition Sheet. The

responsible person and/or organization assumes full responsibility for use of the center and agrees to reimburse the Town of Hudson for any damage or cost of cleaning which exceeds the security deposit.

\*\*\*\*\*Total rental costs, damage deposit, and Police fees must be paid in full at the time of reservation.

**SIGNED:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## FACILITY USAGE POLICY

### HIGHLIGHTED AREAS PRETAIN TO THE PARKS

1. SMOKING PROHIBITED IN ALL TOWN OF HUDSON BUILDINGS AT ALL TIMES.
2. During facility rental period, the event participants shall obey all laws of the State of Colorado and ordinances of the Town of Hudson. They will be responsible that no nuisance, undue noise or disturbance allowed.
3. Event participants must also understand that if the rules are not followed in accordance with the above mentioned laws and ordinances, the Hudson Police Department may take appropriate action, including the issuance of citation and arrest.
4. Abuse of persons or property or unusual rowdiness will result in immediate termination of the event/activity. This will be at the discretion of the Town of Hudson Police Department, Town monitor, or Town designated Representative.
5. The event must end and all outside doors are to be secured when leaving no later than 11:00pm.
6. All youth group activities must have adult supervision (18 years of age or older) at all times. Children who attend adult activities must have direct adult supervision at all times. It will be the facility User's responsibility for their behavior and proper supervision. The adult to child ratio shall be one adult to 12 children minimum.
7. Tables and chairs will be provided at the facility. These tables and chairs may not be removed from the premises for any reason or rented at other facilities. If you used the tables and chairs they need to be put back where they were found.
8. Neither the Town of Hudson or Employees of the Town can be held responsible for items that are left at the facility by either the User or those attending said event or by persons providing services and equipment for the rental party.
9. Fire regulations-capacity of indoor facilities will not exceed the following limits at any time: # Persons-Conference Room, and # Persons-Council Room.
10. No fireworks or open burning, except charcoal grills, shall be allowed at any time. Use of a charcoal grill must be noted on the rental application.
11. Potable water is **NOT** available at the parks. Please make arrangements to bring your own if needed.
12. Before you leave building facilities, please be sure that all lights are off.
13. Damage Deposits-Damage Deposits are required and will be refunded within 30 days of the event if no problems occur and the Room Conditions Sheet indicates no amount owed. The monitor od User will do a walkthrough of the facility and complete the Room Condition Sheet

together. If alcohol is consumed or served, the damage deposit may be greater than the normal deposits.

#### 14. Kitchen Use:

- A. If you are going to use the kitchen, please have the Town staff review procedure for using the stove, vent fan and dishwasher.
- B. Refrigerator and freezer space is available for use. Other kitchen serving dishes and utensils are not available unless arrangements are made with Town staff. Tablecloths and dishtowels are not available for use and must always be supplied by the User if needed.
- C. It is the Users responsibility to clean the kitchen after use: refer to the Rooms Condition Sheet.

#### 15. Decoration Guidelines:

The User may decorate the room(s) or park shelters rented during the time arranged for a "setup" time on the reservation contract. No nails, screws, or objects leaving permanent holes are to be affixed to the walls, floors, ceiling, trees, shrubs, playground equipment, beams tables or lawn. In the building facilities, decorations may be attached to the walls by fun-tac, or similar item. No tape that will pull off the paint. They are to be removed completely by the User at the end of the event during allotted cleanup time.

- A. Rice/Confetti- **NO** rice or confetti is to be thrown inside or outside the building. Throwing of either will result in a deduction from the User's security deposit for the cleanup required. Birdseed thrown outside is allowed if not excessive (excessive birdseed would be any amount that the birds could not eat and would require cleanup.)
- B. Potted Plants/Trees – If such items are to be brought in as part of the User's decorations, a means to protect the floor from sap dripping, dirt and/or water is required. A deduction will be made from the User's security deposit if extra cleaning time is needed to remove such from a room or a floor.
- C. Candle/Flame restrictions – Any candles used for table centerpieces are to be covered with a hurricane glass. Small votive candles may be used. Greenery may be placed around candles when hurricane lamps are in place, if the candles are to be lit. No lighted candles are to be passed from hand to hand, unless approval has been given by Town staff, and has been noted on the rental agreement. Birthday candles to be placed on a cake is allowed.
- D. Special lighting/Electrical – Requests for use of additional lighting or electrical items must be noted on the rental application, and must be approved by Town staff prior to the event. Please consult with the Town staff to determine circuit loading requirements, restrictions and any additional fees to be charged by the Town in order to provide the appropriate level of lighting and electrical service per the requested event.

E. Users are required to take down and remove **ALL** decorations from the facilities, and if need be, put them into trash cans before leaving.

16. No products or objects which spray or project confetti, foam string or substances other than water shall be permitted.

17. Cleanup fees: The Town's existing labor and equipment fees shall apply to any cleanup or repair work required as a result of a rental.

18. Town staff may have additional requirements for certain events. This could include traffic control, security guards, or any other measures deemed necessary to maintain safety in and around the facilities.

19. Any events involving the provision of alcohol in Town-owned structures requires the procurement of security services provided by the Town of Hudson Police Department. Events held on other Town Property require prior approval by the Town of Hudson Police Department of security arrangements. Users will need to go through our Police Department for a list of security alternatives. One Licensed security officer is required for each 100 persons attending an event at which alcohol is being served. Failure to provide security will result in the forfeiture of the deposit and loss of future use of any Town facility. Security officers will do the following:

A. Control Rowdiness and NOISE

B. Enforce all rules and regulations pertaining to beer and wine.

C. Enforce No-smoking in building

D. Patrol inside and outside of building

E. Any violation of rules and the responsible party will be contacted

20. Roadways and alleys in the vicinity of the rented facility will be kept clear of all vehicles, so that emergency vehicles have unobstructed access. Event organizers and facility Users will make prior arrangements for the legal parking of attendees' vehicles.

21. If the event is outdoors, music and noise must be held to an absolute minimum and by 10:00pm, the music must be eliminated entirely. Indoor event organizers will ensure the noise and the music is minimal and cannot be heard by neighbors after 10:00pm.

22. Any events held in Town facilities that occur outside of allowed hours of operation, must be approved by the Town Manager.

I \_\_\_\_\_ agree to the terms and conditions of the Facility Rental Policy and the Facility Usage Policy.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**PLEASE BRING A COPY OF RENTAL FORM WHEN ATTENDING YOUR EVENT.**

# Hudson Public Library

## Application for Community Room Use

Today's Date: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Name of Responsible **Person in Attendance**: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone no: \_\_ (\_\_\_\_) \_\_\_\_\_

E-mail address: \_\_\_\_\_

Date of Event: \_\_\_\_\_

Time of Event: **begin**: \_\_\_\_\_ **end**: \_\_\_\_\_

Expected Attendance: \_\_\_\_\_

Purpose of Event: \_\_\_\_\_

Food and beverages served? Yes \_\_\_ No \_\_\_ What Kind? \_\_\_\_\_

**NOTE:** boxed lunches, snacks, and light beverages are permitted. Beverages with red or purple dye are not permitted (Hawaiian Punch, grape juice, etc.)

\*\*\*In consideration of being permitted to use a library meeting room, the user, on behalf of itself and members and invitees, hereby releases and agrees to indemnify the Town of Hudson and the Hudson Public Library from and against any and all liability, claims, and demands resulting from the use of such meeting room by the user, its members, and invitees.

I HAVE READ AND ACCEPT THE RULES ON THE ATTACHED PAGE, AND I WILL BE THE PERSON HELD RESPONSIBLE TO SEE THAT THEY ARE FOLLOWED.

X

\_\_\_\_\_  
Signature of Responsible Person in Attendance

\_\_\_\_\_  
Date

## **MEETING ROOM, STUDY ROOM AND COMMUNITY ROOM AGREEMENT**

### **BASICS**

There is no cost to use the meeting and study rooms.

There is a cost to use the large central community room.

You will need a Hudson library card to reserve. Please inquire at our circulation desk if a card is needed.

All rooms are available during regular library hours.

Capacity: Study rooms – 4

Meeting rooms – 6 to 8

Board room – 10

Community room – 125

### **FREQUENCY**

To accommodate use by the greatest number of groups, the library may limit how far in advance an event may be scheduled. Currently you can request a room up to 45 days in advance of today's date. The library does not permit regularly scheduled meetings. However, a series of sessions that are part of one event is permissible. A separate application will be required for each session.

### **ROOM MAINTENANCE AND SUPPLIES**

Group 1 - ( government, non-profit, schools etc.) This group may use the community room at no charge. Groups are expected to set up furniture and return the room to its original condition when event is completed. Please allow at least 10 minutes before the library closes for room inspection. The library provides trash bags, a vacuum cleaner and cleaning supplies as needed. Supplies

such as coffee, cups, napkins, and flatware are to be provided by group using the room. Since nothing may be secured to the walls, bulletin boards are provided for posting materials. If these guidelines are violated, the free status will be revoked and requirements for group 2 will be applied instead.

Group 2 – (all others) PERSONAL PARTIES WILL NOT BE PERMITTED. To ensure that rooms are kept clean and properly maintained, a fee of \$100.00 is required at the time of check in. Provided conditions are met as stated for group 1 and the room is returned to its original condition, \$50.00 will be refunded to you at check out.

## **EVENT FEES**

You may charge a fee to attend your event. We request that 15% of the receipts be donated to the Hudson Public Library. Soliciting, peddling or in any way interfering with the ability of patron and staff to use the library is prohibited.

## **Alcohol and Smoking**

All libraries are alcohol and drug-free, including all forms of marijuana. In addition, all facilities are smoke-free zones.

## **Library Use**

Library-sponsored meetings and events do have priority. Although this is rare, it may be necessary to revoke a reservation when the room is needed for library purposes. All library-sponsored events are free and open to the public.

**During June and July, no reservations will be accepted for our community room due to our Summer Reading programming**

## **Other courtesies**

As a courtesy to other patrons, please contact the library immediately if your event or meeting is cancelled. In addition, a room reservation will not be held beyond 30 minutes of the scheduled start time.

An adult (21 years and over) must be present while the room is in use. Appropriate adult behavior is expected at all times. In addition, adequate adult supervision is required as children may not be left unattended.

**Hudson library does not advocate or endorse the viewpoints of meetings or meeting room users. In addition, the library does not endorse the beliefs or viewpoints of topics that may be the subject of library exhibits.**

**MEMORANDUM**

**2.e.**

**To:** Council  
**From:** Joe Racine, Town Manager  
**Date:** October 19, 2016  
**Subject:** Draft 2017 budget

The draft 2017 Budget and an explanatory memorandum were emailed to Council separately on October 13<sup>th</sup> in satisfaction of the requirements of state law. This meeting will be an opportunity for Council to discuss the draft and to ask questions about its content. A public hearing on the budget will be scheduled for the November 2<sup>nd</sup> meeting, and adoption of the final budget will be scheduled for December 7<sup>th</sup>.

On November 2<sup>nd</sup> we will also present to Council a resolution for supplemental appropriations in the Property Tax Special Revenue Fund, the Paving Sales Tax Fund, and the Streets Impact Fee Fund. The first two are necessary because the paving bond refunding included paying off the old bonds that are technically unanticipated expenditures. The supplemental in the impact fee fund is due to unanticipated revenues and expenses in the

Staff will continue to work on the document up to the final adoption, including revising the 2016 year end forecast as new information is made available. If any member of the Council has questions or ideas regarding the budget, please feel free to contact me directly to discuss.

## MEMORANDUM

## Work Session

**To:** Town Council

**From:** Dan Hamsmith, Director of Economic Development 

**Date:** October 19, 2016

**Subject:** Website Upgrade

In 2009, the Town of Hudson contracted with Blazen Creative Group to rebuild its official town website. At that time, the Content Management System (CMS) that “drives” the website’s administration and user functionality was switched to the Drupal based “open source” platform and the website was transferred to Front Range Internet, Inc. for hosting purposes.

Since the 2009 launching of our 2<sup>nd</sup> edition website we have experienced a number of problems including: technical difficulties that would not allow us to provide administrative updates for a ten consecutive month period; security-related vulnerabilities; hidden administrators identified that may have been associated with the “open source” design of certain website content modules; a hosting company rating of Grade T (Not Trusted); and a hosting company overall Grade C rating (in decline from previous months) due to using older insecure protocols. It is my understanding that in January of 2017, Google will begin warning users about insecure websites by using a “red error display” at the top of their Google Chrome page with Microsoft and Firefox following suit later in the year. I believe this will have a negative effect on our website as users may be less inclined to use our website to pay for utility bills, building permits or court fines with their credit cards because we will be “red flagged” as insecure and will therefore be less trustworthy.

This past summer we hired FRII’s technical website design consultant to perform a third rebuild to update the CMS version because the version we were using (Drupal ver. 6.x) was being discontinued and no longer supported. Because there were bugs in the current and latest CMS (Drupal ver. 8.x), we opted to implement the more stable CMS (Drupal ver. 7.x). As part of the upgrade work, our site was converted to a “responsive” website format allowing for better user interface on mobile devices. The outcome of that work created an administrative user interface that is different from the previous version making it more difficult to understand and use. The follow-up training was minimal and we would need to incur additional costs to receive additional group training. The town’s IT Consultant has also identified other technical issues that make the website less stable. With that thought in mind, I decided it was best to work through the system to the best of my abilities and look to other potential solutions that provided better website design and customer support for their services and products.

There are basically three options as I see it:

1. Stay with our current website and host provider - FRII. Long Term Support (LTS) and End of Life (EOL) for Drupal Ver. 7.x (our current CMS website version) are already concerns being raised on the Drupal Community Support blogs although no dates have been give at this time for LTS / EOL, only to say that the release of Drupal Ver. 9.x or

MEMORANDUM

October 19, 2016

Page 2 of 2

Ver. 10.x will affect that decision. Based upon past performance of the CMS and their lack luster customer service history, I cannot recommend this option.

2. Consider Colorado's State Internet Portal Authority's (SIPA) website program. While this program provides for free design, hosting and maintenance, they too, utilize Drupal for their CMS. However, SIPA has developed "Pacific", a software product that makes user interface with Drupal easier and more flexible. The primary issue with this option is that the Town would have to change its domain name to something like [www.colorado.gov/townofhudson](http://www.colorado.gov/townofhudson) and lose the branding that Hudson has been building for all of these years with [www.hudsoncolorado.org](http://www.hudsoncolorado.org). Again, I have difficulty recommending this option for that very reason.
3. Choose a private website development company that utilizes a proprietary CMS. I have researched some of the more prominent companies that handle government website projects, talked with their representatives, received pricing quotes in previous years and contacted some of their references. The company that stands out to me is Civic Plus. They were founded over 20 years ago, are the #1 Provider of local government websites serving over 2,300 local government customers with 80 of those located here in Colorado. They have been selected as a GovTech 100 Company for 2016 and are on the Inc. Magazine 5000 list as "one of the fastest-growing privately held companies in the U.S." since 2011. For those reasons, including the quality and stability of their website design, and the fact that they invest \$1,000,000 annually to ensure that they adapt to the ever-changing security landscape, I recommend beginning a partnership with Civic Plus.

I look forward to this discussion and your thoughts on how to best improve our social media communication effort with our residents, business owners and those that view our website from afar and make decisions about their future here in Hudson.