

AGENDA

TOWN OF HUDSON – TOWN COUNCIL
REGULAR MEETING
October 5, 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 – September 21, 2016
- b. Payment of Bills

2) GENERAL BUSINESS

- a. Discussion: Sculpture for new Town Hall, Bill Bunting, Three Feathers Art
- 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
- c. Resolution No. 16-26, A RESOLUTION ADOPTING A REVISED TOWN OF HUDSON PURCHASING POLICY
- d. Professional Services Agreement, SafeBuilt Colorado, code enforcement services
- e. Ratification of application for Marshal's Office Police Officer Standards and Training certification
- f. Agreement for temporary water service, Sparboe Farms
- g. Resolution No. 16-27, Eighth Amendment to the Town Manager's Employment Agreement

3) STAFF REPORTS

4) ADJOURNMENT

MINUTES
TOWN OF HUDSON TOWN COUNCIL
REGULAR MEETING
September 7, 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 – Present
Councilmember, Maria Chavez – Present

Town Clerk, Rebecca Utecht took roll call, and a quorum of (6) Councilmembers were present.

Town Staff Present:

Town Manager – Joe Racine
Town Attorney – Kathryn Sellers
Town Clerk – Rebecca Utecht
Economic Development Director – Dan Hamsmith
Utility and Public Works Director – Hunter Fobare
Town Marshal – Brent Flot

ADDITIONS TO AGENDA

None

CITIZEN'S COMMENTS

Greg Rabenhorst, Superintendent of Weld County School District RE-3J, reported he was here on behalf of the school board to discuss the request for a mill levy override and bond issue. These ballot questions were approved in August by the school board to be placed on the upcoming November 2016 ballot. Lochbuie and Keenesburg have both passed resolutions in support of this request. He is happy that the district has created good relationships with the towns in the district. He reported that with budget cuts the main driving force behind these requests consist of two main issues, long-term maintenance and the high teacher turnover rate. He stated that children need continuity and stability and this mill levy will allow the school to offer higher compensation to its teaching staff to try to retain them. If these pass, the Hudson Academy of Arts and Science will be renovated. The existing cafeteria and gymnasium will remain but the main structure and classrooms will be remodeled. He will meet with the parents about their preference of the school remaining open, or not, during construction. He stated that the bond and mill levy requests are very important for Hudson and the entire district.

Lina Sena, a committee member of the Save Our School campaign, stated that she is a longtime Hudson resident and it is critical that these ballot issues pass. It would be devastating for the Town of Hudson to lose their school. She has banners and yard signs available for the campaign if anyone is interested in these. She also stated that there is a website, Funding Our Future, explaining the ballot questions in detail.

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 7, 2016
- b. Payment of Bills

Councilmember Cole made a motion, seconded by Councilmember Hamilton approve the Consent Agenda.

The vote was as follows:

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

Nay - None

Mayor Patch declared the motion carried.

2) GENERAL BUSINESS

- a. Resolution No. 16-24, A RESOLUTION ADVOCATING SUPPORT FOR WELD COUNTY SCHOOL DISTRICT RE-3J BALLOT QUESTIONS 3F AND 3G TO INCREASE FUNDING FOR LOCAL SCHOOLS

Joe Racine, Town Manager, reported that the resolution was a way that the Town of Hudson could advocate for the ballot questions the Weld County RE-3J school district has placed on the ballot.

Councilmember Hamilton made a motion, seconded by Councilmember Stell to approve Resolution No. 16-24, A RESOLUTION ADVOCATING SUPPORT FOR WELD COUNTY SCHOOL DISTRICT RE-3J BALLOT QUESTIONS 3F AND 3G TO INCREASE FUNDING FOR LOCAL SCHOOLS

The vote was as follows:

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

Nay - None

Mayor Patch declared the motion carried.

- b. **Ordinance No. 16-06, Second Reading, AN ORDINANCE AMENDING SECTION 7-84 OF THE HUDSON MUNICIPAL CODE TO PROVIDE FOR BACKYARD CHICKEN PERMITS ON SINGLE FAMILY HOME PROPERTIES IN NON-RESIDENTIAL ZONING DISTRICTS**

Joe Racine, Town Manager, reported that Ordinance No. 16-06 would allow for backyard chicken permits on properties that are legally occupied by single-family dwellings in districts other than R-1. Residents of eligible properties outside of the R-1 district would still have to obtain permits and abide by the same standards for keeping backyard chickens.

Councilmember Cole made a motion, seconded by Councilmember Stell to approve Ordinance No. 16-06, Second Reading, AN ORDINANCE AMENDING SECTION 7-84 OF THE HUDSON MUNICIPAL CODE TO PROVIDE FOR BACKYARD CHICKEN PERMITS ON SINGLE FAMILY HOME PROPERTIES IN NON-RESIDENTIAL ZONING DISTRICTS

The vote was as follows:

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

Nay - None

Mayor Patch declared the motion carried.

- c. **PUBLIC HEARING - Ordinance No. 16-07, Second Reading, AN ORDINANCE AMENDING ARTICLE 4 OF CHAPTER 16 OF THE HUDSON MUNICIPAL CODE TO ADD A NEW SECTION 16-49, C-O, COMMERCIAL OFFICE ZONING DISTRICT**

Mayor Patch opened the public hearing at 6:18 pm for the purpose of adding a new zone district to the zoning code, "C-O, Commercial-Office."

Joe Racine, Town Manager, reported that this new zone district is intended to provide for general office uses that might be more compatible with adjoining residential areas, without the possibility of higher-traffic uses such as fuel stations, convenience stores, etc. The Council might consider the CO zoning for the old Town hall site that is currently zoned R-1, but is not developed as residential property. The district might be used over time for other commercial sites that adjoin residential areas. The Planning Commission recommended approval of this new zone district at their September 14, 2016 meeting.

No public comment.

Mayor Patch closed the public hearing at 6:22 pm.

Councilmember Hargis made a motion, seconded by Councilmember Chavez to approve Ordinance No. 16-07, Second Reading, AN ORDINANCE AMENDING ARTICLE 4 OF CHAPTER 16 OF THE HUDSON MUNICIPAL CODE TO ADD A NEW SECTION 16-49, C-O, COMMERCIAL OFFICE ZONING DISTRICT

The vote was as follows:

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

Nay - None

Mayor Patch declared the motion carried.

- d. Ordinance No. 16-08, Second Reading, AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE TOWN OF HUDSON, COLORADO REVENUE REFUNDING BONDS, SERIES 2016, FOR THE PURPOSE OF REFUNDING ALL OF THE TOWN'S SALES TAX REVENUE BONDS, SERIES 2009 AND THE TOWN'S LIMITED TAX GENERAL OBLIGATION BONDS, SERIES 2009, AND PLEDGING CERTAIN REVENUES OF THE TOWN FOR THE PAYMENT OF THE BONDS.

Lorraine Trotter, Financial Consultant, reported that in 2009 the Town issued two paving bonds. Today's market offers the Town of Hudson an opportune time to refinance these bonds at a lower interest rate and combine both bonds into a single bond issue. This will save the Town approximately \$955,000.00, over the life of the bonds. This will save about \$40,000.00 - \$45,000.00 annually. The cost of issuance of this bond is approximately \$50,000.00 - \$60,000.00 and will be rolled into the new bond issue.

Councilmember Hargis made a motion, seconded by Councilmember Cole to approve Ordinance No. 16-08, Second Reading, AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE TOWN OF HUDSON, COLORADO REVENUE REFUNDING BONDS, SERIES 2016, FOR THE PURPOSE OF REFUNDING ALL OF THE TOWN'S SALES TAX REVENUE BONDS, SERIES 2009 AND THE TOWN'S LIMITED TAX GENERAL OBLIGATION BONDS, SERIES 2009, AND PLEDGING CERTAIN REVENUES OF THE TOWN FOR THE PAYMENT OF THE BONDS

The vote was as follows:

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

Nay - None

Mayor Patch declared the motion carried.

- e. Ordinance No. 16-09, First 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 this ordinance is to clarify that it is unlawful to move snow and ice onto a 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 to 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.

Councilmember Hargis made a motion, seconded by Councilmember Cole to approve Ordinance No. 16-09, First 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, Cole, Hamilton, Stell, Chavez, Hammock and Mayor Patch.

Nay - None

Mayor Patch declared the motion carried.

f. Resolution No. 16-25, A RESOLUTION ADOPTING A THREE-MILE ANNEXATION PLAN FOR THE TOWN OF HUDSON

Joe Racine, Town Manager, reported that every year the Town is required to adopt a 3-mile plan showing an area within which the Town can annex properties in a calendar year. This is required by statute. The resolution is not an expression of intent to annex any particular land. It is simply a map showing land that would be eligible for annexation.

Councilmember Cole made a motion, seconded by Councilmember Hammock to approve Resolution No. 16-25, A RESOLUTION ADOPTING A THREE-MILE ANNEXATION PLAN FOR THE TOWN OF HUDSON

The vote was as follows:

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

Nay - None

Mayor Patch declared the motion carried.

g. Discussion: Revised Purchasing Policy

Joe Racine, Town Manager, reported that as discussed at the Council retreat there are needed changes to the Town's current purchasing policy. 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.

The policy, should Council wish to proceed with amendments, will be revised per this discussion and presented for adoption at the next meeting.

Laura Hargis, Councilmember, recommended changing Item 2. which reads, "The Town Manager is authorized to pay all outstanding bills and invoices that were anticipated in the budget for the current fiscal year and/or are in fulfillment of approved contracts without prior approval of the Council." She would like to remove "prior" and insert "further." The Council was in agreement regarding this recommendation.

h. Discussion: Follow Up on Council Retreat

Joe Racine, Town Manager, reported that he included a draft report in the Council packet from Kathie Novak, the retreat facilitator. From the feedback received, Councilmembers found it to be a thoughtful discussion of current issues and a good foundation for next year's budget and activities.

i. Discussion: Shut Off Notice Fees and Bulk Water Fees

Hunter Fobare, Utility and Public Works Director, reported that many municipalities charge a fee for shut-off notices. Historically the same residents tend to wait for this notice to pay. In an effort to save the Town time and money, we would like to charge \$10.00 per notice for the first two occurrences and \$20.00 for a third occurrence and on. The current bulk water rate is at \$9.51 per 1,000 gallons, much lower than many other municipalities. In an effort to make the process more valuable to the Town we would like to increase the cost of bulk water to \$15.00 per 1,000 gallons and include an administrative fee of \$50.00 per transaction.

The consensus of the Council was to move forward with these fee updates and changes.

j. Discussion: New Town Hall – Art Walls, Sculpture and Concrete Floor

Joe Racine, Town Manager, reported that he and Billie met with Esther Haynes, the art teacher at the elementary school. She would like to have all of the students paint 4"x4" tiles and have the tiles mounted on the inside wall next to the main entrance of the building. Along with the tile wall would be a plaque explaining the tiles and how they were created by the students. It has also been discussed with the architect about dedicating the wall opposite the main entrance as a display wall for local artists. The wall is proposed to be covered with distressed wood, providing a backdrop for the art and a material that wouldn't show nail holes from hangers in various places over time. At the Council retreat, we discussed searching for a full-size sculpture of a buffalo to mount on the proposed pedestal at the SW corner of the new town hall building. He looked into some of the production buffalo sculptures that can be purchased from area dealers. However, Ms. Haynes put him in touch with Bill Bunting, a sculptor from southeast Colorado. He creates original sculptures from iron and steel. Mr. Bunting has offered to bring a couple of his pieces to a Council meeting to show everyone what he does and he expressed a great interest in a buffalo sculpture as this is something he has always wanted to create.

The consensus of the Council was to have Mr. Bunting come to a Council meeting with his sculptures.

3) STAFF REPORTS

Joe Racine, Town Manager, reported that Dan Hamsmith would be emailing the revised RFP for trash service to the Councilmembers. Joe had a recent meeting with SafeBuilt regarding getting them back on board to do code enforcement. This would be one day a week for four hours. SafeBuilt will be providing the Town with a contract that will not exceed \$15,000.00 annually. Sparboe has requested that they move forward with a temporary agreement to purchase supplemental water from the Town. This will be an experimental process for six months, renewable for three terms. They plan to blend Town water with their own to see if this works. If it is successful, they plan to make this a permanent service.

Brent Flot, Town Marshal, reported that his new deputy is in his third week and doing a great job.

Raymond Patch, Mayor, reported that during his last "Lunch with the Mayor" lunch a student at Hudson Academy of Arts and Science asked him to ask the Marshal to watch the traffic on his street in front of the Crescent Moon Trailer Park because there are many speeders.

Hunter Fobare, Utility and Public Works Director, reported that this weekend is Fall clean-up days. The wood chipper is scheduled to be here on Friday. After limbs are chipped, they will have a place at the old grey barn site where residents can come get the mulch for free. The new skid loader is in. The Town and the school will be working together on paint "Paint the Plows" program that will include pre-school through 5th grade.

Rebecca Utecht, Town Clerk, reported that the dedication for the Veteran's Build Habitat for Humanity house will be held on Thursday, October 13, 2016 at 5:00 pm.

ADJOURNMENT

The meeting adjourned at approximately 7:11 p.m.

TOWN OF HUDSON, COLORADO

Mayor

ATTEST

Town Clerk

Report Criteria:

Report type: GL detail

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

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
09/29/2016	52151	1049	Allwater Supply LLC	4017	RO Cleaner	70-68-6710	349.09
Total 52151:							349.09
09/29/2016	52152	1330	American Disposal Services of Co	09012016	Trash Service - 557 Ash Street	10-64-6633	76.00
09/29/2016	52152	1330	American Disposal Services of Co	5628644	WW Trash	75-68-6633	200.00
Total 52152:							276.00
09/29/2016	52153	2	Atmos Energy	091216	Natural Gas Utilities - 258 5th Ave.	10-68-6412	16.90
09/29/2016	52153	2	Atmos Energy	091316	Natural Gas Utility - 557 Ash Street	70-64-6412	1.03
09/29/2016	52153	2	Atmos Energy	091316	Natural Gas Utility - 557 Ash Street	10-64-6412	1.03
09/29/2016	52153	2	Atmos Energy	091316-2	Natural Gas Utilities - 509 Cherry Street	10-68-6412	.55
Total 52153:							15.39
09/29/2016	52154	1285	Billie Stam	09262016	Mileage	10-69-6213	309.31
Total 52154:							309.31
09/29/2016	52155	30	Century Link	090716	Telephone Service - 303-536-9311	70-64-6410	85.39
09/29/2016	52155	30	Century Link	090716	Telephone Service - 303-536-9311	75-68-6410	85.38
09/29/2016	52155	30	Century Link	090716	Telephone Service - 303-536-9365	70-68-6410	54.35
09/29/2016	52155	30	Century Link	090716	Telephone Service - 303-536-4003	75-68-6410	124.71
09/29/2016	52155	30	Century Link	090716	Telephone Service - 303-536-4753	10-64-6410	64.73
Total 52155:							414.56
09/29/2016	52156	1338	CHARITY YOUNG	09292016	Cell Phone Service	10-64-6411	25.00
09/29/2016	52156	1338	CHARITY YOUNG	09292016	Milage	10-69-6213	29.16
Total 52156:							54.16
09/29/2016	52157	36	Colorado Analytical Laboratories I	160906059	WW Samples	75-68-6633	214.20
09/29/2016	52157	36	Colorado Analytical Laboratories I	160907092	Wastewater Samples	75-68-6633	425.00
09/29/2016	52157	36	Colorado Analytical Laboratories I	160907093	WW Samples	75-68-6633	425.00
09/29/2016	52157	36	Colorado Analytical Laboratories I	160913083	WW Samples	75-68-6633	113.40
09/29/2016	52157	36	Colorado Analytical Laboratories I	160915032	WW Samples	75-68-6633	86.40
Total 52157:							1,264.00
09/29/2016	52158	1037	Colorado Health Medical Group	259846	Consortium Drug Screen / DOT	10-68-6710	210.00
Total 52158:							210.00
09/29/2016	52159	33	DPC Industries Inc.	737004207-1	WW Chemicals	75-68-6710	700.00
09/29/2016	52159	33	DPC Industries Inc.	737004371-1	WW Chemicals	75-68-6710	475.80
Total 52159:							1,175.80
09/29/2016	52160	71	Fischer Brown Bartlett & Gunn P.	29607	Legal Services	70-64-6630	1,026.63

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 52160:							1,026.63
09/29/2016	52161	54	Fort Lupton City of	FIN2016219	O&M of Joint Water Facility	70-68-6515	5,755.49
Total 52161:							5,755.49
09/29/2016	52162	1333	G&G Equipment	56592	Mower Parts	10-69-6710	73.04
Total 52162:							73.04
09/29/2016	52163	1265	Galls LLC	5946974	Equipment	10-66-7734	823.03
09/29/2016	52163	1265	Galls LLC	5948472	Equipment	10-66-7734	308.18
09/29/2016	52163	1265	Galls LLC	5948473	Equipment	10-66-7734	424.52
09/29/2016	52163	1265	Galls LLC	5958685	Equipment	10-66-7734	1,179.63
Total 52163:							2,735.36
09/29/2016	52164	19	Grainger	9224135898	Shop Brooms	10-68-6735	242.02
Total 52164:							242.02
09/29/2016	52165	115	International Institute of Mun. Cler	091916	Annual Membership	10-64-6211	95.00
Total 52165:							95.00
09/29/2016	52166	348	Prospect Implement Inc.	62803	Mower Parts	10-69-6710	302.26
Total 52166:							302.26
09/29/2016	52167	509	Quill Corporation	9000128	Operating Supplies	10-64-6710	17.05
09/29/2016	52167	509	Quill Corporation	9032319	Office Supplies	10-64-6720	247.38
09/29/2016	52167	509	Quill Corporation	9032319	Operating Supplies - Kleenex, Coffee	10-64-6710	60.59
09/29/2016	52167	509	Quill Corporation	9080635	Operating Supplies	10-64-6710	24.64
09/29/2016	52167	509	Quill Corporation	9189484	Office Supplies	10-64-6720	24.17
09/29/2016	52167	509	Quill Corporation	9189484	Office Supplies	10-68-6720	33.47
09/29/2016	52167	509	Quill Corporation	9200842	Office Supplies	10-64-6720	145.04
09/29/2016	52167	509	Quill Corporation	9211151	Office Supplies	10-64-6720	5.11
09/29/2016	52167	509	Quill Corporation	9211151	Office Supplies	10-68-6720	24.17
Total 52167:							581.62
09/29/2016	52168	1146	Rebecca Utecht	09262016	Mileage	10-69-6213	42.02
09/29/2016	52168	1146	Rebecca Utecht	09262016	Cell Phone	10-64-6411	25.00
Total 52168:							67.02
09/29/2016	52169	1145	Renewable Fiber	INV0590998	Cemetery Rock	10-67-6710	132.75
Total 52169:							132.75
09/29/2016	52170	811	Safety and Construction Supply In	003524-IN	Coat	10-68-6710	151.39
09/29/2016	52170	811	Safety and Construction Supply In	0035252-IN	Coat	75-68-6710	74.59
09/29/2016	52170	811	Safety and Construction Supply In	0035256-IN	Coat	70-68-6710	92.39

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 52170:							318.37
09/29/2016	52171	1346	Sanderson & Stewart	41768	Professional Services	10-64-6636	1,733.63
Total 52171:							1,733.63
09/29/2016	52172	1270	Scott Bordewyk	09272016	Clean up food	10-68-6730	16.08
Total 52172:							16.08
09/29/2016	52173	1317	Sevy's Star Market	09232016	Clean up days food	10-68-6730	57.50
09/29/2016	52173	1317	Sevy's Star Market	09232016	Plant Supplies	75-68-6710	22.18
Total 52173:							79.68
09/29/2016	52174	1043	Stolfus	1	Pioneer Pre-Annexation Study	10-64-6636	1,891.98
Total 52174:							1,891.98
09/29/2016	52175	285	Town of Hudson	091616	Newsletter Quiz Winners -Volume No. 85 Childs acct 2026501	10-69-6730	20.00
09/29/2016	52175	285	Town of Hudson	091616	Newsletter Quiz Winners - Volume No 85 Pierce acct 3042702	10-69-6730	20.00
09/29/2016	52175	285	Town of Hudson	091616	Newsletter Quiz Winners - Volume No 85 Sellers acct 3051401	10-69-6730	20.00
09/29/2016	52175	285	Town of Hudson	091616	Newsletter Quiz Winners - Volume No 85 Warner acct 2037801	10-69-6730	20.00
09/29/2016	52175	285	Town of Hudson	091616	Newsletter Quiz Winners - Volume No 85 Windle acct 1012202	10-69-6730	20.00
Total 52175:							100.00
09/29/2016	52176	5	United Power	09202016	Hudston Street Lighting	10-68-6414	1,303.73
09/29/2016	52176	5	United Power	09202016	650 Cherry St Gazebo	10-69-6413	23.05
09/29/2016	52176	5	United Power	09202016	Ball Field Lights	10-69-6413	20.00
09/29/2016	52176	5	United Power	09202016	I-76 Frontage access well	70-68-6413	73.85
09/29/2016	52176	5	United Power	09202016	1100 5th Ave	70-68-6413	35.26
09/29/2016	52176	5	United Power	09202016	800 E WCR 16	70-68-6413	281.60
09/29/2016	52176	5	United Power	09202016-2	650 Cherry St Basketball Court lights	10-69-6413	30.94
09/29/2016	52176	5	United Power	09202016-3	Reverse Osmosis Plant	70-68-6413	1,999.44
09/29/2016	52176	5	United Power	09202016-4	Hudson Pump Station	70-68-6413	333.92
09/29/2016	52176	5	United Power	09202016-5	Lift Station	75-68-6413	865.51
Total 52176:							4,967.30
09/29/2016	52177	1327	United Site Services	114-4413642	Porta potty @ Pond	10-69-6415	197.85
Total 52177:							197.85
09/29/2016	52178	99	USA BlueBook	055592	Supplies	75-68-6710	273.39
Total 52178:							273.39
09/29/2016	52179	536	Verizon Wireless	9771752634	Cell Phone Service - Mayor Patch	10-61-6411	52.51
09/29/2016	52179	536	Verizon Wireless	9771752634	Cell Phone Service - Admin	10-64-6411	17.27
09/29/2016	52179	536	Verizon Wireless	9771752634	Cell Phone Service- Marshal	10-66-6411	261.34
09/29/2016	52179	536	Verizon Wireless	9771752634	Cell Phone Service - Rec Director Stam	10-69-6411	52.51

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
09/29/2016	52179	536	Verizon Wireless	9771752634	Water Ops Cell Phone Service	70-68-6411	40.82
09/29/2016	52179	536	Verizon Wireless	9771752634	Water Cell Phone Service	70-64-6411	40.81
09/29/2016	52179	536	Verizon Wireless	9771752634	Wastewater Cell Phone Service	75-68-6411	40.82
Total 52179:							506.08
09/29/2016	52180	293	Virulent Solutions Inc.	H160920	Computer, Server Updates and Maintenance	10-64-6633	902.50
Total 52180:							902.50
09/29/2016	52181	1343	Wood Maxx	17684	Wood Chipper	10-69-7736	1,540.75
09/29/2016	52181	1343	Wood Maxx	17684	Wood Chipper	10-69-7736	1,540.75
Total 52181:							3,081.50
09/29/2016	52182	1238	Zinger Digital Press	3780	Town Documents for NECO Expo	10-65-7103	861.25
Total 52182:							861.25
Grand Totals:							30,009.11

Report Criteria:

Report type: GL detail

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

MEMORANDUM

2.a.

To: Council
From: Joe Racine, Town Manager
Date: October 5, 2016
Subject: Discussion, sculpture for new Town Hall

Attachment

At the last meeting I provided Council with some information about the work done by Colorado sculptor, Bill Bunting. At Council's direction I invited Mr. Bunting to attend a Council meeting to discuss the project and to show some examples of his work. He will be at this meeting for the discussion.

Mr. Bunting has submitted the attached expression of interest in a commission to craft a sculpture of a full-size buffalo for exhibit at the new Town Hall. He will have a couple of his pieces on display outside of Town Hall at 5:30. I encourage the Council to come by a bit early to see the work in daylight before the meeting.

If you haven't yet looked at Mr. Bunting's website, I encourage you to do so prior to the meeting: artatthreefeathers.com

Bill Bunting
P O Box 63
Springfield Co.
81073
719-529-0729

Joe Racine
Town Manager
Town of Hudson

Dear Mr. Racine

I am writing in regards to the art project we discussed on the telephone. I am extremely interested in this project. I have been a full time artist, knifemaker, and cowboy poet for over twenty years. I own Three Feathers Gallery that showcases my own work.

Most of my pieces are large outdoor sculptures. Although I have never sculpted a buffalo I have no doubt in my ability to do so and I believe you will find my work completely satisfactory. I had planned on doing a large buffalo in the future so already have some ideas in mind. As I stated on the phone there is also the possibility of writing a poem to go with the sculpture.

I would love to bring some examples of my work and meet with you and the city council at your convenience. I am excited at the prospect of being involved in this project.

Your friend,
Bill Bunting



MEMORANDUM

2.b.

To: Council
From: Joe Racine, Town Manager
Date: October 5, 2016
Subject: Ordinance No. 16-09, Snow and Ice on Public Right-of-way

Attachment

Presented for consideration on second reading is Ordinance No. 16-09, clarifying 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. But it does not mention snow and ice that has been pushed off to 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 snow plows and piling it back on the plowed pavement. People need to clear that snow off to the side or somewhere that doesn't 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.

This ordinance, if passed on second reading, will be effective on the tenth day after publication by title..

ORDINANCE

16-09
Series of 2016

TITLE: AN ORDINANCE REPEALING AND REENACTING SECTION 11-143 OF THE HUDSON MUNICIPAL CODE REGARDING SNOW AND ICE ON PUBLIC RIGHT-OF-WAY

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF HUDSON, COLORADO:

Section 1. Section 11-143 of the Hudson Municipal Code is repealed and reenacted to read as follows:

Sec. 11-143. Deposit of snow and ice in public roadway.

- (a) It is unlawful to remove any snow and ice from any parking lot, public sidewalk, private walk, private road or private driveway and deposit or dump the same upon or into a public street, road or highway.
- (b) It is unlawful to remove any snow and ice from any portion of a public right-of-way and deposit or dump the same upon that portion of the right-of-way that has been cleared of snow by the Town, or that is within that portion of the right-of-way that is used by moving motor vehicles.

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

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

Section 4. Effective Date. This Ordinance shall become effective ten (10) days after final publication by title only.

INTRODUCED, READ IN FULL, AND ADOPTED this 21st day of September, 2016.

TOWN OF HUDSON, COLORADO

Raymond Patch, Mayor

ATTEST:

Rebecca Utecht, Town Clerk

PASSED ON SECOND AND FINAL READING this ____ day of October, 2016, and ordered to be published by title only, with a complete copy available for public inspection and acquisition in the office of the Town Clerk.

TOWN OF HUDSON, COLORADO

Raymond Patch, Mayor

ATTEST:

Rebecca Utecht, Town Clerk

APPROVED AS TO FORM

Corey Hoffmann, Town Attorney

MEMORANDUM

2.c.

To: Council
From: Joe Racine, Town Manager
Date: October 5, 2016
Subject: Resolution No. 16-26, Revised Purchasing Policy

Attachment

At the Council Retreat we discussed needed changes in the Town's purchasing policies. When discussed at the September 12st meeting, Council directed staff to bring the revised policies back for adoption at this meeting. Attached is Resolution No. 16-26, adopting a revised set of policies.

Attached is the resolution adopting the proposed revision with one change pointed out by Council at the last meeting. Significant changes to the policy are as follows:

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.

If approved, staff will begin implementing the revised policy immediately.

RESOLUTION NO.

16-26

**TITLE: A RESOLUTION ADOPTING REVISED PURCHASING POLICIES FOR
THE TOWN OF HUDSON**

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

Section 1. The Purchasing Policies, attached hereto as **Exhibit A**, is hereby approved, and the Mayor is authorized to execute same on behalf of the Town.

INTRODUCED, READ and PASSED this 5th day of October, 2016.

TOWN OF HUDSON, COLORADO

Raymond, Mayor

ATTEST:

Rebecca Utecht, Town Clerk-Treasurer

EXHIBIT A

TOWN OF HUDSON
PURCHASING POLICIES
Adopted by Council October 5, 2016
Resolution No. 16-26

GENERAL POLICY

All purchases by the Town for materials, supplies, services and equipment shall be in accordance with the Town's Purchasing Policies and the adopted Town Budget. All purchases shall be evaluated and awarded on the basis of the lowest and most responsible price or bid, as applicable.

1. Budgeted purchases in an amount up to Twenty-Five Thousand Dollars (\$25,000.00) may be made by the Town Manager without prior approval.
2. The Town Manager is authorized to pay all outstanding bills and invoices that were anticipated in the budget for the current fiscal year and/or are in fulfillment of approved contracts without further approval of the Council. Council shall be provided with a complete listing of all current payments made by the Town and a year-to-date financial statement at least one time per month.
2. The Town Manager shall provide written direction to department heads regarding the amount that a department head may spend without prior Town Manager approval.
3. The Town Manager shall establish guidelines for purchases that require quotes or sealed bids, except as follows:
 - a. State bid prices on all supplies and materials or equipment may be used in lieu of sealed bidding when in the best interest of the Town.
 - b. Professional, technical or consultative services, services of public utilities, or services from other governmental agencies may be acquired on the basis of written proposals when in the best interest of the Town.

In any event, purchases must be within the approved budget, and a record will be maintained of all quotes or bid price sources.

4. Purchases of, or contracting for, supplies, materials, equipment, projects or services shall be as follows:
 - a. Bids, when required, shall be solicited with ample advertisement.
 - b. All purchases over Five Thousand Dollars (\$5,000.00) that were not anticipated in the current approved budget shall be approved by the Town Council, in advance of purchase.

- c. Sealed bids, when required, shall be opened by the Town Clerk or Town Manager, and a listing of all bids shall be recorded on a bid compilation sheet.
 - d. Contracts for construction of public improvements, contracts for professional services, equipment leases, equipment lease-purchase agreements, and similar agreements shall be reviewed by the Town Attorney and approved in advance by the Council. The Manager is authorized to make progress payments per the terms of approved contracts without advance Council approval.
 - e. Leases and purchase agreements with terms extending beyond the current fiscal year shall be subject to annual appropriation.
5. Whenever practical, local vendors shall be given an opportunity to compete for the Town's business, and when products, price and services are comparable, priority shall be given to local vendors.
6. Emergency purchases, whether or not anticipated in the budget for the current fiscal year, necessitated by utility equipment failures or other unforeseen circumstances affecting the health, safety and welfare of the citizens of Hudson, may be approved by the Town Manager or his/her designee. Such purchases may be made without competitive quotes or bids, based on best available information. Such purchases shall be presented to the Council by the Town Manager at the next regular meeting along with recommendations for a budget supplement or adjustment, if necessary.
7. Quotes or bids may be solicited from fewer than three suppliers when the product, material, or service is not commonly available from three or more suppliers.

MEMORANDUM

2.d.

To: Council
From: Joe Racine, Town Manager
Date: October 5, 2016
Subject: Professional Services Agreement, SafeBuilt, Code Enforcement Services

Attachments

At the last meeting we discussed 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 code 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 also bring their code tracking and reporting software that we found to be very useful the last time that we used SafeBuilt’s services.

Corey Hoffmann has reviewed the attached agreement and approved it as to form.

JENNIFER NELSON

4898 Wren Court, Frederick, CO 80504
Cell: (720)297-3748 E-mail:jrn610@yahoo.com

Dynamic professional with exceptional organizational skills and a flair for client relations

PROFILE

Well-regarded professional with excellent administrative skills and a proven record of success in customer-driven support roles. A self-starter who is well equipped to manage and prioritize the competing demands of multiple projects. Proven relationship manager who is successful in establishing rapport and working with people of all levels. Respected team player known for bringing a sense of pride and ownership to all tasks and projects.

CORE COMPETENCIES

- Public policy background
- Inter-governmental and legislative relations
- Exceptional organizational skills
- Analytical thinker
- Citizen engagement
- Project management
- Creative problem solver
- Employee relations

PROFESSIONAL EXPERIENCE

Police Records Technician
City of Westminster, CO

August 2011 – present

Enter, retrieve, query, update, confirm and cancel a variety of police case and incident records and reports in the National Crime Information Center System (NCIC) and the Colorado Crime Information Center System (CCIC) and other computerized databases. Maintain accurate and current records of criminal activities; review records and verify proper completion. Retrieve and research archived records. Ensure quality control with law enforcement report accuracy. Enter traffic citations in the records management system. Provide general information to the public and make referrals to other agencies as appropriate. Enter, modify and cancel data from police reports into internal database with high degree of accuracy. Process other documents according to established procedures, local State and Federal law mandates and some within court mandated time frames. Determine relevant coding from various source documents. Accept, verify, confirm and process cancelled warrants issued by County and Municipal courts. Establish and maintain effective relationships with coworkers, officers, administrators and the general public. Research and retrieve criminal history information and appropriately release criminal justice records to law enforcement officers, court employees, insurance companies and others in compliance with Federal, State and local policies and procedures (CORA). Comply with State of Colorado Archives and the City of Westminster retention schedule. Seal/Expunge criminal justice records as directed by court orders. Perform clerical support functions including fingerprints, answering multi-line phone system, directing calls, assisting customers, faxing, photocopying, and email, scanning and shredding sensitive documents. Respond to complaints and inquires; collect and secure cash from the public for bonds, fines and fees for various services and prepare daily cash report. Act as a trainer to department members in Records protocols and procedures and in the use of CCIC/NCIC computer system as well as internal department database. Conduct record checks for other law enforcement agencies. Record the movement of all records in strict conformance with departmental guidelines and the Colorado Criminal Justice Records Act. Maintain confidentiality of information consistent with applicable City and County, State and Federal rules and regulations. Process incoming and outgoing mail for police department; order, proof, stock all business cards, letterhead, envelopes and forms for police department.

Animal Care Officer
City of Aurora, CO

April 2007 – August 2011

Patrol city streets responding to complaints and determine appropriate action; capture, impound or quarantine of stray, injured, vicious, or wild animals and those capable of transmitting rabies and perform euthanasia. Investigate and mediate neighborhood complaints pertaining to animals; determine if violations of City ordinances have occurred; gather evidence, issue warnings/summonses, conduct inspections and applicable follow-up, write formal reports and testify in court. Attend and make recommendations at disposition hearings; serve as a division dispatcher and front desk shelter officer on an intermittent basis; trouble shoot animal behavior problems in the field and over the telephone; attend neighborhood meetings; promote responsible pet ownership in the City via presentations on City ordinances and pet care in classrooms, at booths, fairs, through media contacts as needed. Input, update and maintain information about field, kennel and animal activities via computer; comply with vehicle maintenance schedule and perform daily vehicle and standard equipment safety checks. Perform shelter, kennel and public education duties as required.

Lead Administrative Technician/Animal Control Officer II
Adams County, CO

October 2004 - April 2007

Work with the Animal Shelter Manager to supervise, evaluate, promote, discipline and terminate Shelter staff and prepare worker assignments and schedules. Manage the front office staff and programs of the Adams County Animal Shelter. Conduct meetings with staff to review policies and procedures, discuss workplace issues and share ideas to improve animal care. Develop and implement goals, policies and procedures for the Animal Shelter to ensure the superior care of all shelter animals. Review and evaluate work schedules, products, methods and procedures to identify opportunities for improving service delivery methods and procedures. Ensure that files, records and statistics are properly maintained including: animal intake, disposition, adoption, euthanasia, spay and neuter of shelter animals and controlled substances. Ensure shelter activities are in compliance with terms and conditions of animal control contracts with local municipalities. Manage the spay/neuter and adoption program to ensure interested and acceptable individuals are quickly united with adoptable pets. Perform daily inspection of shelter facilities to monitor the general health of shelter animals and insure proper medical care is rendered in a timely, humane and efficient manner. Prepare reports on the operational statistics and shelter activities to ensure information is readily available to interested parties. Interpret ordinances, State statutes, regulations and County policies to the general public. Ensure that appropriate fees are collected from patrons, pet owners and municipalities. Assist in compiling annual budget requests, commending expenditure requests for designated accounts and monitoring billing approved budget accounts. Write and submit grant funding requests; provide fiscal administration for grant-funded programs; and, submit required reports to any governmental or funding agency. Prepare and administer contracts for professional veterinary services which provide consistent humane and timely services to sheltered animals. Develop and maintain a comprehensive public relations program to ensure all web and printed information reflects a consistent message. Recommend and implement approved cost saving measures. Meet and greet the public and answer questions regarding animal shelter operations and policies. Observe shelter animals to detect signs of illness or injury and arrange for appropriate veterinary treatments.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF HUDSON, COLORADO
AND SAFEbuilt COLORADO, LLC**

This Professional Services Agreement (“Agreement”), is entered into by and between the Town of Hudson, Colorado, (“Municipality”) and SAFEbuilt Colorado, LLC, (“Consultant”). The Municipality and the Consultant shall be jointly referred to as the “Parties”.

RECITALS

WHEREAS, the Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services and Fee Schedule, (“Services”); and

WHEREAS, Consultant is ready, willing, and able to perform the Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will provide the Services to the Municipality using qualified professionals. Consultant will perform Services in accordance with the Municipality’s adopted code, amendments and ordinances. The professionals employed by the Consultant will maintain current certifications, certificates, licenses as required for the services that they provide to the Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement. Consultant will perform work at a level of competency in accordance with industry standards.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services that are mutually agreed upon between the Municipality and Consultant shall be made in writing which shall specifically designate any changes in compensation for the Services and be made as a signed and fully executed amendment to the Agreement.

3. FEE STRUCTURE

In consideration of the Consultant providing services, the Municipality shall pay the Consultant for the Services performed in accordance with Exhibit A – List of Services and Fee Schedule.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice the Municipality on a monthly basis and provide all supporting documentation. All payments are due to Consultant within 30 days of Consultant’s invoice date. The Municipality may request, and the Consultant shall provide, additional information before approving the invoice. When additional information is requested the Municipality will identify specific disputed item(s) and give specific reasons for any request. If additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which the Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months, subsequently, the Agreement shall automatically renew for a twelve (12) month term; unless prior notification is delivered to either party thirty (30) days in advance of the renewal date of this agreement. In the absence of written documentation, this Agreement will continue in force until such time as either party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either party may terminate this Agreement, or any part of this Agreement upon thirty (30) days written notice, with or without cause. In case of such termination, Consultant shall be entitled to receive payment

for work completed up to and including the date of termination within thirty (30) days of the termination. All structures that have had inspections made but are not completed at the time of termination may be completed through final inspection if the Municipality so requests and if the Consultant agrees to do so, provided that the work to reach such completion and finalization does not exceed 90 days.

7. TABOR

It is understood and acknowledged that the Municipality is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Municipality are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Municipality's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of the Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

9. MUNICIPALITY OBLIGATIONS

The Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services.

10. PERFORMANCE STANDARDS

Consultant shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents and warrants to the Municipality that it will retain employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement.

11. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall be liable for and shall defend, save, indemnify, and hold harmless the Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of the Municipality, from and against any and all claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities by reason of personal injury, including bodily injury or death and/or property damage to the extent that any such injury, loss or damage is caused by the negligence or breach of duty of Consultant or any officer, employee, representative, or agent of Consultant.

12. ASSIGNMENT

Neither party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without the written approval of both parties; consent shall not be unreasonably withheld. Consultant is permitted to subcontract portions of the Services provided that Consultant give Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any subcontractor's performance or failure to perform. Subcontractors will be subject to the same performance criteria expected of Consultant. Performances clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

13. INSURANCE

- A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.
- B. At a minimum, the Consultant shall procure and maintain, and shall cause any subcontractor of the Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- C. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- D. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision, and shall be endorsed to include the Municipality and the Municipality's officers, employees, and consultants as additional insureds.
- E. Professional liability insurance with minimum limits of five million dollars (\$5,000,000) each claim and five million dollars (\$5,000,000) general aggregate.
- F. Vehicle liability insurance with a minimum combined single limits of one million dollars (\$1,000,000) for bodily injury and property damage.
- G. The Municipality shall be named as an additional insured on Consultant's insurance coverage
- H. Prior to commencement of the Services, Consultant shall submit certificates of insurance acceptable to the Municipality.

14. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor, and neither the Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of the Municipality. As the Consultant is an independent contractor, the Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for the Municipality under this Agreement. The Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Consultant, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of the parties hereto and no third party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

The Municipality shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement. All records, documents, notes, data and other materials required for or resulting from the performance of the Services hereunder shall not be used by the Consultant for any purpose other than the performance of the Services hereunder without the express prior written consent of the Municipality. All such records, documents, notes, data and other materials shall become the exclusive property of the Municipality when the Consultant has been compensated for the same as set forth herein, and the Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to the Municipality will be exported into a CSV file and become property of the Municipality.

The Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of the Consultant that are related to this Agreement for the purposes of audit or examination, other than the Consultant's financial records, and may make excerpts and transcriptions of the same.

17. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity laws.

Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by the Municipality at any time during the term of this Agreement.

18. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS:

Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant is prohibited from using the program or the Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant's federal work authorization user identification number is 254821; authorization date of September 23, 2009.

Consultant certifies, through signature of its authorized representative executing this Agreement, that it does not knowingly employ or contract with an illegal alien who will perform work under the public contract for services and that the Consultant will participate in the United States Government's E-Verify Program or the State of Colorado Department of Labor and Employment Program ("Department Program") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services.

A. Consultant shall not:

- 1) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

- 2) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services.
- B. Consultant shall affirm as required by C.R.S. § 8-17.5-102 (c) (II) the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.
- C. Consultant is prohibited from using the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.
- D. If Consultant obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, Consultant shall be required to:
 - 1) Notify the subcontractor and Municipality within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - 2) Terminate the subcontract with the subcontractor if within three days of receiving the certification required pursuant to sub-subparagraph (b)(2) the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- E. Consultant shall comply with all rules and regulations and any reasonable request by the State Department of Labor and Employment made in the course of the Department's performance of its lawful duties pursuant to C.R.S. 8-17.5-101 et. seq., as amended from time to time.
- F. If Consultant violates any of the provisions set forth in this section, Municipality may terminate the Agreement.

19. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). The parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, the parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable.

20. NOTICES

Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

If to the Municipality:	If to the Consultant:
Joe Racine, Town Manager Town of Hudson PO Box 351 Hudson, CO 80642	Gregory Toth, President SAFEbuilt, LLC 3755 Precision Drive, Suite 140 Loveland, CO 80538

21. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure.

22. GOVERNING LAW

This Agreement shall be construed under and governed by the laws of the State of Colorado and all services to be provided will be provided in accordance with applicable federal, state and local law. This Agreement constitutes the complete, entire and final agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof.

23. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Town of Hudson, Colorado

SAFEbuilt Colorado, LLC

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: ____/____/____

Date: ____/____/____

EXHIBIT A – LIST OF SERVICES AND FEE SCHEDULE

1. LIST OF SERVICES

Code enforcement program will include the following services:

- ✓ Work with the Town and its citizens to promote and maintain a safe and desirable community
- ✓ Provide a Code Enforcement Officer to facilitate compliance; frequency to be mutually determined
- ✓ Respond to and investigate code violation complaints - Violations typically include junk/trash, extended living in recreational vehicles, abandoned vehicles, unattached trailers, noxious weeds, and ice/snow removal
- ✓ Post violation notices and provide initial notification to citizens
- ✓ Provide follow-up inspections and appropriate action
- ✓ Provide written reports that include digital photos of violations and action taken
- ✓ Provide software that provides up to date information on activities 24/7/365 day access and record retention
- ✓ Prepare cases for court appearances, provide presentations and attend meetings as needed
- ✓ Participate in public educational activities and customer service surveys related to code enforcement
- ✓ Provide statistical, narrative information and detailed reports within mutually agreed upon frequencies

2. ANNUAL NOT TO EXCEED BUDGET

- ✓ Consultant will work under a not to exceed annual amount of \$15,000.00.

3. FEE SCHEDULE

- ✓ Code enforcement services will be provided at an hourly rate of \$55.00 per hour with an annual increase of 4%.
- ✓ All costs, such as wages, benefits, vehicles, mileage, and material are included in our hourly rate

4. MUNICIPAL OBLIGATIONS

- ✓ All fees will be collected by the Municipality
- ✓ Municipality shall provide Consultant with a list of requested inspections and supporting documents

5. TIME OF PERFORMANCE

Consultant will perform Services commencing upon execution of the Agreement during normal business hours excluding Municipal holidays.

Deliverables	
CODE ENFORCEMENT INSPECTION SERVICES	Provide a Code Enforcement Officer to facilitate compliance; frequency to be mutually determined - we anticipate a minimum of one day per week

MEMORANDUM

2.e.

To: Council
From: Joe Racine, Town Manager
Date: October 5, 2016
Subject: POST Certification for Marshal's Department

Attachments

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 and Marshal Brent Flot will be at the meeting to discuss this in more detail.



Application for
**GROUP/POSITION PEACE
OFFICER AUTHORITY AND
STATUS –
SUNRISE PROVISION**

FORM
12

Colorado Department of Law
Criminal Justice Section, POST Board
1300 Broadway, 9th Floor
Denver CO 80203
post@coag.gov
720-508-6721 FAX 866-858-7486

July 2016

Town of Hudson

Position/Group, Class and Job Title

P.O. Box 351 Hudson CO 80642

Mailing Address City State Zip

Brent Flot Town Marshal

Contact Person Title

Telephone: (303) 944-6610

FAX: E-mail: BFlot@hudsoncolorado.org

Date Received by POST

§ 16-2.5-201, C.R.S. No later than July 1 of any year, a group, or political subdivision of the state that seeks peace officer status either for the group or for a specific position shall submit to the POST Board, for its review, a proposal containing the following information.

Check and attach Justification for all requirements

- Complete description of the position or description of the group.
- Estimate of the number of persons holding such position.
- Description of the specific need for peace officer authority and protections required for the position/group.
- The direct benefit to the public that would result from granting peace officer authority and status.
- The certification costs associated to the granting of the status.
- A resolution or letter of support from the chief executive officer of the unit of government or political subdivision employing the group or overseeing the proposed position.
- All POST required criteria listed in Rule 22 (a)(I)(A) through (G), (b)(III), and (b)(IV).
- A "Draft" copy of the proposed legislation for the position/group (using the POST template form).

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THIS AFFIDAVIT AND ACCOMPANYING DOCUMENTS, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THEY ARE TRUE, CORRECT, AND COMPLETE. I FURTHER ACKNOWLEDGE THAT ANY FALSE STATEMENT, MISSTATEMENT, OR INACCURACY MAY RESULT IN CRIMINAL PROSECUTION.

Brent Flot
Signature of CEO

Date: 09/29/2016

Print Name Brent Flot



TOWN OF HUDSON

Hudson Marshal's Office
557 Ash Street
P.O. Box 351
Hudson, Colorado 80642
Hudsoncolorado.org

September 29, 2016

Mr. Cory A. Amend
Director
Peace Officer Standards and Training
Ralph L. Carr Colorado Judicial Center
1300 Broadway, 9th Floor
Denver, CO 80203

Re: Request for P.O.S.T. Board Sunrise review

Dear Director Amend:

On behalf of the Town of Hudson, I am requesting that the Colorado Peace Officer Standards and Training P.O.S.T. Board institute a sunrise review, pursuant to Section 16-2.5-201, *et. Seq.*, C.R.S., for the Town of Hudson in creating a local law enforcement Marshal's Office. Upon a favorable determination by the P.O.S.T. Board, I will undertake the steps necessary to bring the position to the General Assembly for statutory consideration.

Description of the Position, enforcement responsibilities and purpose for peace officer status:

For the 2017 legislative session, the Town of Hudson is proposing statutory recognition of the Hudson Marshal's Office. The Marshal's Office enforcement authority will consist of local ordinances and State Statutes as defined in the Colorado Revised Statutes. The purpose for seeking peace officer status is to provide a law enforcement entity for the Town of Hudson.

Number of persons who hold the position:

The Marshal's Office would consist of three (3) to six (6) P.O.S.T. certified positions.

Description of the specific need for the authority and protections required:

Previous law enforcement was contracted out. The Town had an agreement with the Weld County Sheriff's Office to provide a direct service of 60 – 80 hours per week. If a crime occurred outside of the 60 – 80 hours, the Sheriff's Office would respond and bill the Town for the hours used on that specific incident. Variances in Deputies and the large area covered by the County

became a concern. To correct these issues the Town Council agreed to implement their own law enforcement entity.

Direct benefit to the public:

Having a local law enforcement would provide quicker response times and a greater direct impact for the citizens.

Cost associated with granting the status:

The 2017 budgeted cost is estimated at \$281,872.00.

If there are any questions about this request, please do not hesitate to contact me. If additional information is required, please advise.

Sincerely,

A handwritten signature in blue ink that reads "Brent Flot". The signature is written in a cursive style with a long horizontal stroke extending to the right.

Brent Flot
Town Marshal



TOWN OF HUDSON

557 ASH STREET, P.O. BOX 351, HUDSON, CO 80642-0351

Phone: (303) 536-9311 FAX: (303) 536-4753

www.hudsoncolorado.org

September 30, 2016

Mr. Cory A. Amend, Director
Peace Officer Standards and Training
1300 Broadway, 9th Floor
Denver, CO 80203

Re: request for P.O.S.T. Board Sunrise review

Dear Mr. Amend,

As the chief executive officer for the Town of Hudson, this letter is to express my support for the Town Marshal Department's status as the recognized local law enforcement agency for Hudson. The Town Council has adopted an ordinance creating the department, which is a legislative determination that the Town needs the Department. My role is to implement the legislative determinations of the Town Council. In that capacity, I whole heartedly support the certification of the Town Marshal's department.

Please contact me if you have questions or if you require additional information or documentation.

Sincerely,


Joseph A. Racine
Town Manager

MEMORANDUM

2.f.

To: Council
From: Joe Racine, Town Manager
Date: October 5, 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 5, 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.

As of the time of preparing packets for Council we have not received a signed agreement from Sparboe. If we do not have a signed agreement by the time of the meeting I will recommend that the matter be tabled to a future meeting.

TEMPORARY WATER SERVICE AGREEMENT

THIS WATER SERVICE AGREEMENT is made and executed this ___ day of April, 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 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 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 water to the Property upon the terms and conditions set forth herein. The Town shall deliver 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 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 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:

Joe 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 16th 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.g.

To: Council

From: Joe Racine, Town Manager

Date: October 5, 2016

Subject: Resolution No. 16-27, Eighth Amendment, Town Manager Employment Agreement

Attachment

Attached is the eighth amendment to the Town Manager's Employment Agreement. 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.

RESOLUTION NO.

16-27

TITLE: A RESOLUTION APPROVING THE EIGHTH AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN TOWN MANAGER JOSEPH RACINE AND THE TOWN OF HUDSON

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

Section 1. The Eighth Amendment to Employment Agreement between Joseph A. Racine and the Town of Hudson, attached hereto as **Exhibit A**, is hereby approved, and the Mayor is authorized to execute same on behalf of the Town.

INTRODUCED, READ and PASSED this 5th day of October, 2016.

TOWN OF HUDSON, COLORADO

Raymond, Mayor

ATTEST:

Rebecca Utecht, Town Clerk-Treasurer

EIGHTH AMENDMENT TO EMPLOYMENT AGREEMENT

THIS EIGHTH AMENDMENT TO EMPLOYMENT AGREEMENT (the "Seventh Amendment") is made and entered into this 5th day of October, 2016, by and between the Council of the Town of Hudson, State of Colorado, a municipal corporation (the "Town"), and Joseph A. Racine (the "Town Manager"), both of whom understand the following:

RECITALS

A. The Town and the Town Manager entered into an Employment Agreement dated October 4, 2006 to employ the services of said Joseph A. Racine as Town Manager for the Town of Hudson, Colorado (the "Original Agreement").

B. The parties entered into a First Amendment to Employment Agreement on April 16, 2008.

C. The parties entered into a Second Amendment to Employment Agreement on January 21, 2009.

D. The parties entered into a Third Amendment to Employment Agreement on October 7, 2010;

E. The parties entered into a Fourth Amendment to Employment Agreement on November 17, 2011;

F. The parties entered into a Fifth Amendment to Employment Agreement on October 5, 2012;

G. The parties entered into a Sixth Amendment to Employment Agreement on October 2, 2013;

H. The parties entered into a Seventh Amendment to Employment Agreement on October 16, 2014;

I. The parties desire to further amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Section 3 of the Original Agreement as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, and the Seventh Amendment is further amended to read as follows:

3. Salary. Effective October 1, 2014, the base salary to be paid to the Town Manager for his services as Town Manager shall be Ninety-Five Thousand, Eight Hundred Fifty Seven Dollars and Forty-Six Cents (\$95,857.46), annually, which shall be paid periodically in the same manner as other employees of the Town are paid. Such salary may be increased by appropriate action of the Council at any time.

In addition to such base salary, the Town Manager shall receive such other benefits as follows:

- a. Sick/Personal leave to the extent provided under the Town of Hudson employee benefit package.
- b. Temporary disability - to the extent provided under the Town of Hudson employee benefit package.
- c. Long-term disability and dismemberment protection - to the extent provided under the Town of Hudson employee benefit package.
- d. Health insurance benefits shall be provided in the form of an expense reimbursement for the Town Manager's Medicare Part B and direct payment for the cost of health insurance for his eligible children who are covered by the Town's current insurance policy under COBRA, such benefits under this subsection not to exceed a total of \$400 per month.
- e. Dental under the Town of Hudson employee benefit package for the Town Manager and for his family.
- f. Life, accidental death and dismemberment insurance - to the extent provided under the Town of Hudson employee benefit package.
- g. Vacation accrual - to the extent provided under the Town of Hudson employee benefit package.
- h. The Town will contribute the employer's share of the applicable social security rate and will contribute an additional five percent (5%) of the Town Manager's salary to the Town's 457 Deferred Compensation Plan.
- i. Funeral leave, jury duty and witness service shall be the same as for all other employees of the Town.

j. The Town Manager shall be entitled to any other leave and financial benefits provided to other employees on an equal basis as contained in the Town of Hudson's Employee Manual.

k. The Town Manager shall also be paid a monthly stipend of Fifty Dollars (\$50.00) to reimburse any costs and fees associated with Town Manager's use of his personal cell phone, camera and laptop for Town work. The stipend shall be in lieu of the Town providing the Town Manager with a Town-owned cell phone, camera and laptop.

2. General Provisions.

a. This Eighth Amendment shall become effective commencing on the date first above written, unless otherwise stated in paragraph 1.

b. The Town Manager's employment anniversary date shall be set as of the date of original hire with the Town, June 5, 2006.

c. This Eighth Amendment, the Seventh Amendment, the Sixth Amendment, the Fifth Amendment, the Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment and the Original Agreement constitute the entire Agreement between the Town Manager and the Town. None of the provisions of this Agreement may be amended, modified or changed, except via an additional written Amendment.

COUNCIL OF THE TOWN OF HUDSON

Raymond Patch, Mayor

ATTEST:

Rebecca Utecht, Town Clerk-Treasurer

Joseph A. Racine

Approved as to form:

Corey Hoffmann, Town Attorney