

AGENDA

TOWN OF HUDSON – TOWN COUNCIL
REGULAR MEETING
March 17, 2021 - 6:00 P.M.

ONLINE MEETING ACCESS

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/88390845782?pwd=Uk5GYUZMMEg0K0tJaWQvOEt6YlFFdz09>

Passcode: 864244

Or iPhone one-tap :

US: +13462487799,,88390845782#,,,,*864244# or +16699006833,,88390845782#,,,,*864244#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 346 248 7799 or +1 669 900 6833 or +1 253 215 8782 or +1 312 626 6799 or +1 929 205 6099 or +1 301 715 8592 Webinar ID: 883 9084 5782

Passcode: 864244

International numbers available: <https://us02web.zoom.us/j/88390845782?pwd=Uk5GYUZMMEg0K0tJaWQvOEt6YlFFdz09>

PLEDGE OF ALLEGIANCE

CALL TO ORDER AND ROLL CALL

ADDITIONS TO AGENDA

CITIZENS COMMENTS (3 minutes per person)

Comments will be allowed on matters of interest or concern to citizens except items to be considered at tonight's meeting that include time for citizen comment.

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 Council 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 – March 3, 2021
- b. Payment of Bills

2) **WORK SESSION- HUDSON PUBLIC LIBRARY**

3) **PRESENTATION- PEL/ACP (CDOT)**

4) GENERAL BUSINESS

- a. Discussion- Future of Hudson Water, continued
- b. Discussion- Pandemic Relief Policy Extension
- c. Resolution 21-12: **A RESOLUTION APPROVING EVENT SERVICES CONTRACTS WITH COLORADO EVENT PRODUCTIONS FOR THE TOWN'S OUTDOOR MOVIE SERIES.**

The order of agenda items listed above are approximate and intended as a guideline for the Town Council. Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the Town Clerk, 50 S. Beech Street PO Box 351, Hudson, CO 80642 (303) 536-9311, clerk@hudsoncolorado.org at least 24 hours in advance.

d. Ordinance No. 21-03: AN ORDINANCE AMENDING CHAPTER 7, ARTICLE 1 OF THE HUDSON MUNICIPAL CODE RELATING TO RESIDENTIAL TRASH SERVICE, Second reading.

5) STAFF REPORTS

6) CITIZEN'S COMMENTS (3 minutes per person)

Comments will be allowed on matters that the Town Council previously considered for which public comment was not previously received.

7) ADJOURNMENT

The order of agenda items listed above are approximate and intended as a guideline for the Town Council. Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the Town Clerk, 50 S. Beech Street PO Box 351, Hudson, CO 80642 (303) 536-9311, clerk@hudsoncolorado.org at least 24 hours in advance.



**TOWN OF HUDSON
REQUEST FOR COUNCIL ACTION**

Meeting Date: March 17, 2021:

Agenda Item No.: 1	Department: Clerk	Presenter: Campfield
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ITEM:

Consent Agenda

BACKGROUND:

- Approval of Town Council Meeting Minutes for the March 3, 2020 meeting
- Payment of Bills

FISCAL NOTE:

None

STAFF RECOMMENDATION:

Approve

SUGGESTED MOTIONS:

"I make a motion to approve the consent agenda".

MINUTES
TOWN OF HUDSON TOWN COUNCIL
REGULAR MEETING
March 3, 2021 - 6:00 P.M.

CALL TO ORDER AND ROLL CALL

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

ROLL CALL

Mayor, Laura Hargis – Present
Councilmember, Maria Chavez – Present
Councilmember, Candace Nolf – Present
Councilmember, Joe Hammock – Present
Councilmember, Sarah Stadler – Present
Councilmember, Daniel Warren – Present
Councilmember, Michael Maestas - Present

Charity Campfield, Town Clerk, took roll call and (7) Councilmembers were present.

Town Staff Present:

Guy Patterson – Town Manager
Charity Campfield – Town Clerk
Hilary Graham – Town Attorney
Hunter Fobare – Public Works and Utilities Director
Jay Hirokawa – Police Chief
Town Planner – Jennifer Woods

ADDITIONS TO AGENDA

None

CITIZEN'S COMMENTS

None

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 Meeting Minutes, February 17, 2021
- b. Payment of Bills
- c. Liquor License Renewal – Pepper Pod Restaurant

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

The vote was as follows:

Aye: Councilmembers Stadler, Nolf, Maestas, Warren, Hammock, Chavez, and Mayor Hargis.
Nay: None
Mayor Hargis declared the motion carried.

2) PRESENTATION- HUDSON COMMUNITY WATCH PROGRAM

Councilmember Stadler presented on her idea for a community watch program.

3) GENERAL BUSINESS

a. RESOLUTION 21-9: A RESOLUTION NAMING THE ACCESS ROAD TO THE TOWN'S WATER FACILITY AND FISHING POND

Jennifer Woods, Town Planner, reported that this an access easement with FRICO. They had suggested some road names and it was decided on Fishing Pond Road.

Councilmember Stadler made a motion, seconded by Councilmember Nolf approve Resolution 21-9: a resolution naming the access road to the Town's water facility and fishing pond.

The vote was as follows:

Aye: Councilmembers Stadler, Nolf, Maestas, Warren, Hammock, Chavez, and Mayor Hargis.
Nay: None

Mayor Hargis declared the motion carried.

b. RESOLUTION 21-10: A RESOLUTION APPROVING AUDIT SERVICES WITH PROSPECTIVE BUSINESS SOLUTIONS, LLC

Guy Patterson, Town Manager, reported that the Town had received 4 responses from the Audit RFP and staff's recommendation was to go with Prospective Business Solutions, LLC

Councilmember Chavez made a motion, seconded by Councilmember Hammock approve Resolution 21-10: a resolution approving audit services with Prospective Business Solutions, LLC.

The vote was as follows:

Aye: Councilmembers Stadler, Nolf, Maestas, Warren, Hammock, Chavez, and Mayor Hargis.
Nay: None

Mayor Hargis declared the motion carried.

c. RESOLUTION 21-11: A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING CONCERNING THE WELD COUNTY SHERIFF'S OFFICE AND THE TOWN OF HUDSON THROUGH THE HUDSON POLICE DEPARTMENT

Guy Patterson, Town Manager, reported that this an agreement the Town signs with Weld County for Victim's Advocate services.

Councilmember Stadler made a motion, seconded by Councilmembers Chavez and Hammock to approve Resolution 21-11: a resolution approving the memorandum of understanding concerning the Weld County Sheriff's Office and the Town of Hudson through the Hudson Police Department.

The vote was as follows:

Aye: Councilmembers Stadler, Nolf, Maestas, Warren, Hammock, Chavez, and Mayor Hargis.
Nay: None

Mayor Hargis declared the motion carried.

d. ORDINANCE 21-3: AN ORDINANCE AMENDING CHAPTER 7, ARTICLE 1 OF THE HUDSON MUNICIPAL CODE RELATING TO RESIDENTIAL TRASH SERVICE, FIRST READING

Guy Patterson, Town Manager, reported that the ordinance came from a council discussion on trash allowing the Town to develop rules and regulations for the single provider trash system.

Councilmember Stadler made a motion, seconded by Councilmember Maestas to approve Ordinance 21-3: an ordinance amending chapter 7, article 1 of the Hudson Municipal code relating to residential trash service, first reading.

The vote was as follows:

Aye: Councilmembers Stadler, Nolf, Maestas, Warren, Hammock, Chavez, and Mayor Hargis.
Nay: None
Mayor Hargis declared the motion carried.

4) STAFF REPORTS

Guy Patterson, Town Manager, reported the Town formally has received the grant for broadband, they distributed \$10,000 in small business grant money to two local businesses and asked about how the council wants to proceed on the water issue. He was directed to put the water discussion on the next agenda.

Hunter Fobare, Public Works and Utilities Director, reported that he has bids out for road repairs. He also reported that they are working on the Veteran's Memorial.

5) CITIZEN’S COMMENTS

None

6) EXECUTIVE SESSION- Pursuant to Section 3.12(1)(a) of the Town of Hudson Home Rule Charter for matters to determine a position relative to issues subject to negotiation, to receive reports on negotiation progress and status, to develop strategy, and to instruct negotiators, related to the development of the Hudson Broadband.

Councilmember Chavez made a motion, seconded by Councilmember Stadler to enter executive session.

The vote was as follows:

Aye: Councilmembers Stadler, Nolf, Maestas, Warren, Hammock, Chavez, and Mayor Hargis.
Nay: None

Mayor Hargis declared the motion carried; council entered executive session at 6:37 pm.

Council exited executive session at 7:09 pm

ADJOURNMENT

The meeting adjourned at approximately 7:10 pm.

TOWN OF HUDSON, COLORADO

Mayor

ATTEST

Town Clerk

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

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount	Sequence Number
58089										
03/21	03/03/2021	58089	285	Town of Hudson	3/2/2021	1	10-69-6730	20.00	20.00	1 Newsletter quiz - 5003402
03/21	03/03/2021	58089	285	Town of Hudson	3/2/2021	2	10-69-6730	20.00	20.00	2 Newsletter quiz -3049901
03/21	03/03/2021	58089	285	Town of Hudson	3/2/2021	3	10-69-6730	20.00	20.00	3 Newsletter quiz -5006602
03/21	03/03/2021	58089	285	Town of Hudson	3/2/2021	4	10-69-6730	20.00	20.00	4 Newsletter quiz -1000401
03/21	03/03/2021	58089	285	Town of Hudson	3/2/2021	5	10-69-6730	20.00	20.00	5 Newsletter quiz -3050503
Total 58089:									100.00	
58090										
03/21	03/03/2021	58090	27	United States Postal Service	3/2/2021	1	10-69-6620	202.88	202.88	1 2021 Mar-Apr Newsletter postage
Total 58090:									202.88	
58096										
03/21	03/10/2021	58096	1295	Adamson Police Products	INV346747	1	10-66-6710	151.90	151.90	1 uniforms - Martin
03/21	03/10/2021	58096	1295	Adamson Police Products	INV346970	1	10-66-6710	18.00	18.00	1 uniform
03/21	03/10/2021	58096	1295	Adamson Police Products	INV347335	1	10-66-7734	1,185.00	1,185.00	1 Vest
03/21	03/10/2021	58096	1295	Adamson Police Products	INV347888	1	10-66-6710	34.15	34.15	1 uniforms
03/21	03/10/2021	58096	1295	Adamson Police Products	INV347933	1	10-66-6710	914.07	914.07	1 uniforms- Koehler
Total 58096:									2,303.12	
58097										
03/21	03/10/2021	58097	1764	ADT Commercial	138734744	1	25-64-6724	516.00	516.00	1 Annual Fire Alarm Inspection
03/21	03/10/2021	58097	1764	ADT Commercial	138734745	1	25-64-6724	135.00	135.00	1 Annual Backflow Inspection
03/21	03/10/2021	58097	1764	ADT Commercial	138734746	1	25-64-6724	40.00	40.00	1 Annual Extinguisher Inspection
03/21	03/10/2021	58097	1764	ADT Commercial	138734747	1	25-64-6724	605.00	605.00	1 Annual Sprinkler Inspection
Total 58097:									1,296.00	
58098										
03/21	03/10/2021	58098	1691	Arrowhead Scientific, Inc.	135225	1	10-66-7734	44.11	44.11	1 Fingerprint tape

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount	Sequence Number	
Total 58098:									44.11		
58099											
03/21	03/10/2021	58099	1663	Arrowhead Trash Service Inc.	MON MAR 1,	1	25-64-6423	46.00	46.00	1	Trash Removal
Total 58099:									46.00		
58100											
03/21	03/10/2021	58100	886	At Your Service Electric	20403	1	75-68-6652	955.26	955.26	1	WW Pump repair
03/21	03/10/2021	58100	886	At Your Service Electric	2122	1	75-68-6654	2,667.26	2,667.26	1	WLS repair
03/21	03/10/2021	58100	886	At Your Service Electric	2181	1	70-68-6652	606.00	606.00	1	Booster repair
Total 58100:									4,228.52		
58101											
03/21	03/10/2021	58101	2	Atmos Energy	3/1/21	1	25-64-6412	1,143.83	1,143.83	1	Natural Gas Utilities - 100 S Beech St
Total 58101:									1,143.83		
58102											
03/21	03/10/2021	58102	1767	Bay Valve Service, LLC	D12791	1	75-68-6652	6,193.18	6,193.18	1	Pump repair
Total 58102:									6,193.18		
58103											
03/21	03/10/2021	58103	1216	Blue Tarp Financial Inc.	47274167	1	10-69-7736	244.99	244.99	1	Light Bar
03/21	03/10/2021	58103	1216	Blue Tarp Financial Inc.	47296492	1	23-71-7710	284.99	284.99	1	Heater
Total 58103:									529.98		
58104											
03/21	03/10/2021	58104	1104	Bomgaars	58670824	1	23-71-7710	69.98	69.98	1	uniforms
03/21	03/10/2021	58104	1104	Bomgaars	58670825	1	23-71-7710	49.99	49.99	1	uniforms
Total 58104:									119.97		
58105											
03/21	03/10/2021	58105	683	Bratton's Office Equipment Inc.	057530	1	10-64-6633	266.22	266.22	1	monthly billing March 2021

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount	Sequence Number	
Total 58105:									266.22		
58106											
03/21	03/10/2021	58106	1743	Canterbury Construction	2/18/21	1	70-71-7736	131,817.64	131,817.64	1	Booster PS Upgrade
Total 58106:									131,817.64		
58107											
03/21	03/10/2021	58107	1041	Caselle Inc.	108296	1	75-64-6633	238.75	238.75	1	Contract Support and Maintenance - April 2021
03/21	03/10/2021	58107	1041	Caselle Inc.	108296	2	10-64-6633	238.75	238.75	2	Contract Support and Maintenance - April 2021
03/21	03/10/2021	58107	1041	Caselle Inc.	108296	3	25-64-6633	238.75	238.75	3	Contract Support and Maintenance - April 2021
03/21	03/10/2021	58107	1041	Caselle Inc.	108296	4	70-64-6633	238.75	238.75	4	Contract Support and Maintenance - April 2021
Total 58107:									955.00		
58108											
03/21	03/10/2021	58108	30	Century Link	FEB 28, 202	1	25-64-6410	59.50	59.50	1	Phone Service - 536-4226
Total 58108:									59.50		
58109											
03/21	03/10/2021	58109	1401	Civic Plus	207016	1	10-64-6415	6,080.29	6,080.29	1	Website hosting and support
Total 58109:									6,080.29		
58110											
03/21	03/10/2021	58110	1284	Clear Water Solutions	6283	1	70-64-6640	1,992.50	1,992.50	1	A Water Rights Services
03/21	03/10/2021	58110	1284	Clear Water Solutions	6283	2	10-00-2204	150.00	150.00	2	B Shaklee Development
03/21	03/10/2021	58110	1284	Clear Water Solutions	6283	3	70-64-6640	120.00	120.00	3	Administration
03/21	03/10/2021	58110	1284	Clear Water Solutions	6283	4	70-64-6640	281.25	281.25	4	Equipment, supplies & general expenses
03/21	03/10/2021	58110	1284	Clear Water Solutions	6297	1	70-74-6633	6,055.00	6,055.00	1	Hudson WEP
Total 58110:									8,598.75		
58111											
03/21	03/10/2021	58111	1649	Code3Promotions	5189	1	10-66-6620	1,575.00	1,575.00	1	Muni Summons

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount	Sequence Number
Total 58111:									1,575.00	
58112										
03/21	03/10/2021	58112	1777	Collaborative Summer Library Pro	1255	1	25-64-6725	314.40	314.40	1 Program Supplies
Total 58112:									314.40	
58113										
03/21	03/10/2021	58113	36	Colorado Analytical Laboratories I	210216046	1	75-68-6633	113.40	113.40	1 WW Lab
03/21	03/10/2021	58113	36	Colorado Analytical Laboratories I	210223088	1	75-68-6633	113.40	113.40	1 WW Lab
03/21	03/10/2021	58113	36	Colorado Analytical Laboratories I	210302110	1	70-68-6633	78.80	78.80	1 Water Labs
03/21	03/10/2021	58113	36	Colorado Analytical Laboratories I	210302116	1	75-68-6633	113.40	113.40	1 WW Lab
Total 58113:									419.00	
58114										
03/21	03/10/2021	58114	1778	Colorado Department of Agricultur	4362	1	10-66-7734	57.00	57.00	1 Tuning fork calibrations
Total 58114:									57.00	
58115										
03/21	03/10/2021	58115	1590	Core & Main LP	N604042	1	70-68-6710	1,200.00	1,200.00	1 Deep Well Meter
03/21	03/10/2021	58115	1590	Core & Main LP	N780150	1	70-68-6710	62.36	62.36	1 Valve Lid
Total 58115:									1,262.36	
58116										
03/21	03/10/2021	58116	33	DPC Industries Inc.	737000447-2	1	75-68-6710	475.80	475.80	1 WW Chemicals
03/21	03/10/2021	58116	33	DPC Industries Inc.	737000448-2	1	75-68-6710	475.80	475.80	1 WW Chemicals
03/21	03/10/2021	58116	33	DPC Industries Inc.	737000637-2	1	75-68-6710	1,470.00	1,470.00	1 WW Chemicals
03/21	03/10/2021	58116	33	DPC Industries Inc.	737000672-2	1	75-68-6710	475.80	475.80	1 WW Chemicals
03/21	03/10/2021	58116	33	DPC Industries Inc.	737000673-2	1	75-68-6710	475.80	475.80	1 WW Chemicals
Total 58116:									3,373.20	
58117										
03/21	03/10/2021	58117	1612	Empire Portable Restrooms	55736	1	10-69-6415	372.40	372.40	1 Park rest rooms

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount	Sequence Number	
Total 58117:									372.40		
58118											
03/21	03/10/2021	58118	1194	Envirotech Services Inc.	CD20211011	1	23-71-7710	2,905.03	2,905.03	1	Ice Slicer
03/21	03/10/2021	58118	1194	Envirotech Services Inc.	CD20211011	1	23-71-7710	2,919.10	2,919.10	1	Ice Slicer
Total 58118:									5,824.13		
58119											
03/21	03/10/2021	58119	57	Front Range Internet	1579117	1	10-64-6415	11.95	11.95	1	Email Hosting and Maintenance
Total 58119:									11.95		
58120											
03/21	03/10/2021	58120	1045	Green Mountain Lawn & Tree Car	179995	1	10-69-6710	97.50	97.50	1	Weed spray
Total 58120:									97.50		
58121											
03/21	03/10/2021	58121	1500	Guy Patterson	2/28/21	1	10-64-6411	100.00	100.00	1	Cell phone
Total 58121:									100.00		
58122											
03/21	03/10/2021	58122	1660	H-2 Enterprises, LLC	35785	1	25-64-6426	455.00	455.00	1	Snow removal
Total 58122:									455.00		
58123											
03/21	03/10/2021	58123	22	Hoffmann Parker Wilson & Carber	253	1	10-64-6630	5,508.00	5,508.00	1	Legal Services - Administration
03/21	03/10/2021	58123	22	Hoffmann Parker Wilson & Carber	253	2	10-62-6630	2,070.00	2,070.00	2	Legal Services - Municipal Court
Total 58123:									7,578.00		
58124											
03/21	03/10/2021	58124	1448	JJNL INC.	164	1	10-66-6740	155.50	155.50	1	car wash- December 2020
03/21	03/10/2021	58124	1448	JJNL INC.	168	1	10-66-6740	239.50	239.50	1	car wash - Jan 2021

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount	Sequence Number
Total 58124:									395.00	
58125										
03/21	03/10/2021	58125	1105	Keene Auto Supply Inc.	450796-1	1	10-68-6740	29.68	29.68	1 Filter
03/21	03/10/2021	58125	1105	Keene Auto Supply Inc.	450951-1	1	10-68-6740	52.48	52.48	1 filters
03/21	03/10/2021	58125	1105	Keene Auto Supply Inc.	450963-1	1	10-68-6740	15.49	15.49	1 Filter
03/21	03/10/2021	58125	1105	Keene Auto Supply Inc.	451045-1	1	10-68-6740	30.99	30.99	1 Filter
03/21	03/10/2021	58125	1105	Keene Auto Supply Inc.	451046-1	1	70-68-6710	47.94	47.94	1 locate paint
03/21	03/10/2021	58125	1105	Keene Auto Supply Inc.	451202-1	1	10-68-6735	329.00	329.00	1 Heater
03/21	03/10/2021	58125	1105	Keene Auto Supply Inc.	451692	1	10-68-6740	145.09	145.09	1 bulbs
03/21	03/10/2021	58125	1105	Keene Auto Supply Inc.	451722-1	1	10-66-6740	10.01	10.01	1 lights
03/21	03/10/2021	58125	1105	Keene Auto Supply Inc.	451727-1	1	10-68-6740	56.97	56.97	1 lights
03/21	03/10/2021	58125	1105	Keene Auto Supply Inc.	452371	1	10-66-6740	6.49	6.49	1 Battery
03/21	03/10/2021	58125	1105	Keene Auto Supply Inc.	453110	1	70-68-6710	25.98	25.98	1 Water Salt
03/21	03/10/2021	58125	1105	Keene Auto Supply Inc.	453449	1	75-68-6710	41.95	41.95	1 locates
Total 58125:									792.07	
58126										
03/21	03/10/2021	58126	853	Love's Travel Stops & County Stor	6002640092	1	10-68-6416	57.00	57.00	1 Fuel- Public works
03/21	03/10/2021	58126	853	Love's Travel Stops & County Stor	6002640092	2	10-66-6416	267.16	267.16	2 Fuel- Police
Total 58126:									324.16	
58127										
03/21	03/10/2021	58127	1776	Metropolitan State University of D	3/2/21	1	25-64-6510	1,000.00	1,000.00	1 Scholarship Laura Gerken 901012605
Total 58127:									1,000.00	
58128										
03/21	03/10/2021	58128	1766	Michelle Kline	2021-2	1	10-62-6633	400.00	400.00	1 Judicial Services - February 2021
Total 58128:									400.00	
58129										
03/21	03/10/2021	58129	1410	Northern Engineering	1131-001/000	1	10-64-6620	208.00	208.00	1 Town Engineer
03/21	03/10/2021	58129	1410	Northern Engineering	1131-001/000	2	70-71-6640	355.88	355.88	2 Main Pump Station Construction Management
03/21	03/10/2021	58129	1410	Northern Engineering	1131-001/000	3	10-69-7712	511.00	511.00	3 Memorial Park Upgrades

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount	Sequence Number	
03/21	03/10/2021	58129	1410	Northern Engineering	1131-001/000	4	10-67-6633	1,913.16	1,913.16	4	Cemetary Survey
Total 58129:									2,988.04		
58130											
03/21	03/10/2021	58130	1554	Orkin	208607654	1	10-64-6633	90.00	90.00	1	pest control
Total 58130:									90.00		
58131											
03/21	03/10/2021	58131	1625	Paula Amen	3-9-21	1	25-64-6725	16.45	16.45	1	supplies for adult craft
Total 58131:									16.45		
58132											
03/21	03/10/2021	58132	1186	Pinnacle Bank	03/01/2021	1	10-64-6211	75.00	75.00	1	Guy- CCCMA membership
03/21	03/10/2021	58132	1186	Pinnacle Bank	03/01/2021	2	10-65-6415	11.99	11.99	2	Guy-Dropbox
03/21	03/10/2021	58132	1186	Pinnacle Bank	03/01/2021	3	10-64-6722	8.85	8.85	3	Guy- postage
03/21	03/10/2021	58132	1186	Pinnacle Bank	03/01/2021	4	10-66-6710	21.97	21.97	4	Jay- Notary Logbooks
03/21	03/10/2021	58132	1186	Pinnacle Bank	03/01/2021	5	10-66-6710	27.98	27.98	5	Jay- Notary stamps
03/21	03/10/2021	58132	1186	Pinnacle Bank	03/01/2021	6	10-66-6633	206.04	206.04	6	Jay- Microsoft email
03/21	03/10/2021	58132	1186	Pinnacle Bank	03/01/2021	7	10-66-6210	50.00	50.00	7	Jay-Deposit on Chiefs Convention
03/21	03/10/2021	58132	1186	Pinnacle Bank	03/01/2021	8	10-66-6212	375.00	375.00	8	Jay- Chief Convention
03/21	03/10/2021	58132	1186	Pinnacle Bank	03/01/2021	9	10-64-6722	110.90	110.90	9	Charity- postage
03/21	03/10/2021	58132	1186	Pinnacle Bank	03/01/2021	10	10-69-6720	107.16	107.16	10	Charity- Easter Supplies
03/21	03/10/2021	58132	1186	Pinnacle Bank	03/01/2021	11	10-64-6212	1,360.50	1,360.50	11	Charity- Classes, IIMC conference
03/21	03/10/2021	58132	1186	Pinnacle Bank	03/01/2021	12	10-66-6415	357.35	357.35	12	Charity- Tolls
03/21	03/10/2021	58132	1186	Pinnacle Bank	03/01/2021	13	10-64-6710	14.80	14.80	13	Charity- cord shelves
03/21	03/10/2021	58132	1186	Pinnacle Bank	03/01/2021	14	10-64-6720	37.06	37.06	14	Charity- Notary supplies
Total 58132:									2,764.60		
58133											
03/21	03/10/2021	58133	1779	Pipestone Equipment	0010802	1	70-68-6652	2,407.34	2,407.34	1	Rebuild Kits H2O
Total 58133:									2,407.34		
58134											
03/21	03/10/2021	58134	1754	Prairie Mountain Media	0000264811	1	10-64-6620	24.64	24.64	1	posting notice in Greeley Tribune online - Ord. 21-0

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount	Sequence Number	
Total 58134:									24.64		
58135											
03/21	03/10/2021	58135	466	Professional Management Solutio	84522	1	75-64-6632	1,327.50	1,327.50	1	Financial Consulting- February 2021
03/21	03/10/2021	58135	466	Professional Management Solutio	84522	2	70-64-6632	1,327.50	1,327.50	2	Financial Consulting- February 2021
03/21	03/10/2021	58135	466	Professional Management Solutio	84522	3	25-64-6632	1,327.50	1,327.50	3	Financial Consulting- February 2021
03/21	03/10/2021	58135	466	Professional Management Solutio	84522	4	10-64-6632	1,327.50	1,327.50	4	Financial Consulting- February 2021
Total 58135:									5,310.00		
58136											
03/21	03/10/2021	58136	1471	Pure Water Dynamics, Inc	1433688-IN	1	25-64-6724	45.00	45.00	1	Coffee machine
Total 58136:									45.00		
58137											
03/21	03/10/2021	58137	509	Quill Corporation	14644581	1	10-64-6720	103.96	103.96	1	sheet protectors
03/21	03/10/2021	58137	509	Quill Corporation	14652022	1	10-64-6720	66.99	66.99	1	black toner
03/21	03/10/2021	58137	509	Quill Corporation	14661840	1	10-66-6720	4.99	4.99	1	tape dispenser
03/21	03/10/2021	58137	509	Quill Corporation	14661840	2	10-64-6710	6.69	6.69	2	febreze
03/21	03/10/2021	58137	509	Quill Corporation	14661840	3	10-64-6720	204.22	204.22	3	expo markers, binder clips, wall calender, stapler
03/21	03/10/2021	58137	509	Quill Corporation	14706489	1	10-66-7732	119.99	119.99	1	computer monitor
03/21	03/10/2021	58137	509	Quill Corporation	14706489	2	10-64-7732	169.99	169.99	2	printer
03/21	03/10/2021	58137	509	Quill Corporation	14737607	1	10-64-6720	21.99	21.99	1	sheet protectors
03/21	03/10/2021	58137	509	Quill Corporation	14753126	1	10-64-6720	305.80	305.80	1	sheet protectors, legal binders, calculator
03/21	03/10/2021	58137	509	Quill Corporation	14826594	1	10-64-6720	3.99	3.99	1	clip dispenser
03/21	03/10/2021	58137	509	Quill Corporation	14896518	1	10-64-6720	119.88	119.88	1	legal binders for records room
03/21	03/10/2021	58137	509	Quill Corporation	14896546	1	10-64-6710	8.79	8.79	1	paper plates
03/21	03/10/2021	58137	509	Quill Corporation	14910019	1	10-64-6710	54.84	54.84	1	coffee, bottled water
03/21	03/10/2021	58137	509	Quill Corporation	14910019	2	10-64-6720	213.87	213.87	2	legal binders, paper plates, sheet protectors
Total 58137:									1,405.99		
58138											
03/21	03/10/2021	58138	1151	RH Water & Wastewater LLC	1829	1	75-68-6633	125.00	125.00	1	Contract ops
03/21	03/10/2021	58138	1151	RH Water & Wastewater LLC	1829	2	70-68-6633	125.00	125.00	2	Contract ops

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount	Sequence Number
Total 58138:									250.00	
58139										
03/21	03/10/2021	58139	1634	RMR Holdings	3/1/21	1	70-00-2130	33.11	33.11	1 renter moved out, refunding remainder of their depos
Total 58139:									33.11	
58140										
03/21	03/10/2021	58140	1763	S7 Firearms & Sporting	2/26/21	1	10-66-6710	1,165.00	1,165.00	1 Duty- Practice Ammo
Total 58140:									1,165.00	
58141										
03/21	03/10/2021	58141	49	SAFEbuilt Inc	0075712-IN	1	10-65-6642	964.60	964.60	1 Building Permits and Plan Review Services
Total 58141:									964.60	
58142										
03/21	03/10/2021	58142	1748	Sendas Communications LLC	HMC0221	1	10-62-6632	90.00	90.00	1 Interpret for HMC 2/25/21
Total 58142:									90.00	
58143										
03/21	03/10/2021	58143	1504	Swank Movie Licensing USA	2990605	1	25-64-6415	417.00	417.00	1 Movie Licensing
Total 58143:									417.00	
58144										
03/21	03/10/2021	58144	1775	The Briggs Corporation	4778	1	25-64-7790	2,341.01	2,341.01	1 Keenesburg Library Carpet
Total 58144:									2,341.01	
58145										
03/21	03/10/2021	58145	1684	The Police and Sheriffs Press, Inc	145113	1	10-66-6710	17.55	17.55	1 ID cards - Koehler
Total 58145:									17.55	

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount	Sequence Number	
58146											
03/21	03/10/2021	58146	5	United Power Inc.	03/01/2021	1	70-68-6413	2,450.84	2,450.84	1	1175 6th Ave RO Plant
03/21	03/10/2021	58146	5	United Power Inc.	03/01/2021	2	70-68-6413	1,487.04	1,487.04	2	5594 CR 47 Pump station
03/21	03/10/2021	58146	5	United Power Inc.	03/01/2021	3	75-68-6413	3,376.62	3,376.62	3	8249 CR 47.5 WWTP
03/21	03/10/2021	58146	5	United Power Inc.	03/01/2021	4	75-68-6413	441.49	441.49	4	21507 Hwy 52 Lift Station
03/21	03/10/2021	58146	5	United Power Inc.	03/01/2021	5	10-68-6413	237.61	237.61	5	258 5th Ave PW Shop
03/21	03/10/2021	58146	5	United Power Inc.	03/01/2021	6	10-69-6413	20.00	20.00	6	650 Cherry Basketball Court
03/21	03/10/2021	58146	5	United Power Inc.	03/01/2021	7	70-64-6413	520.59	520.59	7	50 S Beech st
03/21	03/10/2021	58146	5	United Power Inc.	03/01/2021	8	10-64-6413	520.60	520.60	8	50 S Beech st
03/21	03/10/2021	58146	5	United Power Inc.	03/03/2021	1	10-68-6414	11.10-	11.10-	1	Hudson St Lighting
03/21	03/10/2021	58146	5	United Power Inc.	03/03/2021	2	10-69-6413	22.37	22.37	2	650 Cherry Gazebo
03/21	03/10/2021	58146	5	United Power Inc.	03/03/2021	3	10-69-6413	92.63	92.63	3	650 Cherry Big Ball Field lights
03/21	03/10/2021	58146	5	United Power Inc.	03/03/2021	4	70-68-6413	119.87	119.87	4	26900 I76 Frontage Access Rd Well
03/21	03/10/2021	58146	5	United Power Inc.	03/03/2021	5	70-68-6413	59.34	59.34	5	1100 5th Ave
03/21	03/10/2021	58146	5	United Power Inc.	03/03/2021	6	10-68-6413	60.27	60.27	6	4227 Buckboard Dr Lift Station
03/21	03/10/2021	58146	5	United Power Inc.	03/03/2021	7	70-68-6413	1,126.59	1,126.59	7	800 E CR 16 Water pump station
03/21	03/10/2021	58146	5	United Power Inc.	3/3/21	1	25-64-6413	637.61	637.61	1	100 S Beech St
Total 58146:									11,162.37		
58147											
03/21	03/10/2021	58147	1770	Warren County Municipal Clerks'	3/9/21	1	10-64-6212	100.00	100.00	1	Athenian Dialogue- Charity and Heather
Total 58147:									100.00		
58148											
03/21	03/10/2021	58148	1389	Waste Management	6882578-251	1	75-68-6633	52.67	52.67	1	WW treatment plant trash
03/21	03/10/2021	58148	1389	Waste Management	6882809-251	1	10-64-6633	50.24	50.24	1	Town Hall trash
03/21	03/10/2021	58148	1389	Waste Management	6883294-251	1	10-64-6633	1,609.12	1,609.12	1	Town of Hudson Recycle
Total 58148:									1,712.03		
58149											
03/21	03/10/2021	58149	1654	Weld County Information Technolo	HUDSONPD-	1	10-66-6633	465.00	465.00	1	IN service- RSA Tokens
03/21	03/10/2021	58149	1654	Weld County Information Technolo	HUDSONPD-	1	10-66-6633	335.36	335.36	1	IT services/RSA Tokens
Total 58149:									800.36		

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount	Sequence Number	
58150											
03/21	03/10/2021	58150	1671	Wember Inc.	201835HL15	1	25-64-7719	3,779.68	3,779.68	1	Lib. Building project
03/21	03/10/2021	58150	1671	Wember Inc.	201835KN01	1	25-64-7790	3,770.00	3,770.00	1	Capital Outlay
Total 58150:									7,549.68		
58151											
03/21	03/10/2021	58151	1695	Wex Bank	70296581	1	10-68-6416	52.55	52.55	1	Fuel- Public Works
03/21	03/10/2021	58151	1695	Wex Bank	70296581	2	10-66-6416	287.35	287.35	2	Fuel-Police
03/21	03/10/2021	58151	1695	Wex Bank	70296581	3	10-66-6416	252.35	252.35	3	Fuel- Police
03/21	03/10/2021	58151	1695	Wex Bank	70296581	4	10-66-6416	285.84	285.84	4	Fuel- Police
03/21	03/10/2021	58151	1695	Wex Bank	70296581	5	10-66-6416	263.77	263.77	5	Fuel- Police
03/21	03/10/2021	58151	1695	Wex Bank	70296581	6	10-66-6416	116.97	116.97	6	Fuel- Police
03/21	03/10/2021	58151	1695	Wex Bank	70296581	7	10-66-6416	138.78	138.78	7	Fuel- Police
03/21	03/10/2021	58151	1695	Wex Bank	70296581	8	10-66-6416	413.29	413.29	8	Fuel- Police
03/21	03/10/2021	58151	1695	Wex Bank	70296581	9	70-68-6416	236.75	236.75	9	Fuel- Water
03/21	03/10/2021	58151	1695	Wex Bank	70296581	10	75-68-6416	52.96	52.96	10	Fuel- Waste Water
03/21	03/10/2021	58151	1695	Wex Bank	70296581	11	10-68-6416	131.31	131.31	11	Fuel- Public Works
03/21	03/10/2021	58151	1695	Wex Bank	70296581	12	10-68-6416	202.83	202.83	12	Fuel- Public Works
03/21	03/10/2021	58151	1695	Wex Bank	70296581	13	70-68-6416	246.97	246.97	13	Fuel- Water
03/21	03/10/2021	58151	1695	Wex Bank	70296581	14	75-68-6416	55.65	55.65	14	Fuel-Wastewater
03/21	03/10/2021	58151	1695	Wex Bank	70296581	15	10-66-6416	349.10	349.10	15	Fuel- Police
03/21	03/10/2021	58151	1695	Wex Bank	70296581	16	10-66-6416	291.59	291.59	16	Fuel- Police
03/21	03/10/2021	58151	1695	Wex Bank	70296581	17	10-66-6416	209.65	209.65	17	Fuel- Police
03/21	03/10/2021	58151	1695	Wex Bank	70296581	18	10-66-6416	253.09	253.09	18	Fuel- Police
03/21	03/10/2021	58151	1695	Wex Bank	70296581	19	75-68-6416	30.72	30.72	19	Fuel- Finance Charge
03/21	03/10/2021	58151	1695	Wex Bank	70296581	20	70-68-6416	30.73	30.73	20	Fuel- Finance Charge
03/21	03/10/2021	58151	1695	Wex Bank	70296581	21	10-68-6416	92.19	92.19	21	Fuel- Finance Charge
03/21	03/10/2021	58151	1695	Wex Bank	70296581	22	10-66-6416	153.65	153.65	22	Fuel- Finance Charge
Total 58151:									4,148.09		
58152											
03/21	03/11/2021	58152	1295	Adamson Police Products	INV347733	1	10-66-6710	255.61	255.61	1	uniforms
03/21	03/11/2021	58152	1295	Adamson Police Products	INV347733	2	10-66-6710	82.25-	82.25-	2	uniform - return
Total 58152:									173.36		

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount	Sequence Number
Grand Totals:									<u>234,312.38</u>	

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
10-00-2005	93.35	38,962.73-	38,869.38-
10-00-2204	150.00	.00	150.00
10-62-6630	2,070.00	.00	2,070.00
10-62-6632	90.00	.00	90.00
10-62-6633	400.00	.00	400.00
10-64-6211	75.00	.00	75.00
10-64-6212	1,460.50	.00	1,460.50
10-64-6411	100.00	.00	100.00
10-64-6413	520.60	.00	520.60
10-64-6415	6,092.24	.00	6,092.24
10-64-6620	232.64	.00	232.64
10-64-6630	5,508.00	.00	5,508.00
10-64-6632	1,327.50	.00	1,327.50
10-64-6633	2,254.33	.00	2,254.33
10-64-6710	85.12	.00	85.12
10-64-6720	1,077.76	.00	1,077.76
10-64-6722	119.75	.00	119.75
10-64-7732	169.99	.00	169.99
10-65-6415	11.99	.00	11.99
10-65-6642	964.60	.00	964.60
10-66-6210	50.00	.00	50.00
10-66-6212	375.00	.00	375.00
10-66-6415	357.35	.00	357.35
10-66-6416	3,282.59	.00	3,282.59
10-66-6620	1,575.00	.00	1,575.00
10-66-6633	1,006.40	.00	1,006.40
10-66-6710	2,606.23	82.25-	2,523.98
10-66-6720	4.99	.00	4.99
10-66-6740	411.50	.00	411.50
10-66-7732	119.99	.00	119.99
10-66-7734	1,286.11	.00	1,286.11

GL Account	Debit	Credit	Proof
10-67-6633	1,913.16	.00	1,913.16
10-68-6413	297.88	.00	297.88
10-68-6414	.00	11.10-	11.10-
10-68-6416	535.88	.00	535.88
10-68-6735	329.00	.00	329.00
10-68-6740	330.70	.00	330.70
10-69-6413	135.00	.00	135.00
10-69-6415	372.40	.00	372.40
10-69-6620	202.88	.00	202.88
10-69-6710	97.50	.00	97.50
10-69-6720	107.16	.00	107.16
10-69-6730	100.00	.00	100.00
10-69-7712	511.00	.00	511.00
10-69-7736	244.99	.00	244.99
23-00-2005	.00	6,229.09-	6,229.09-
23-71-7710	6,229.09	.00	6,229.09
25-00-2005	.00	16,887.73-	16,887.73-
25-64-6410	59.50	.00	59.50
25-64-6412	1,143.83	.00	1,143.83
25-64-6413	637.61	.00	637.61
25-64-6415	417.00	.00	417.00
25-64-6423	46.00	.00	46.00
25-64-6426	455.00	.00	455.00
25-64-6510	1,000.00	.00	1,000.00
25-64-6632	1,327.50	.00	1,327.50
25-64-6633	238.75	.00	238.75
25-64-6724	1,341.00	.00	1,341.00
25-64-6725	330.85	.00	330.85
25-64-7719	3,779.68	.00	3,779.68
25-64-7790	6,111.01	.00	6,111.01
70-00-2005	.00	153,053.77-	153,053.77-
70-00-2130	33.11	.00	33.11
70-64-6413	520.59	.00	520.59
70-64-6632	1,327.50	.00	1,327.50
70-64-6633	238.75	.00	238.75
70-64-6640	2,393.75	.00	2,393.75
70-68-6413	5,243.68	.00	5,243.68
70-68-6416	514.45	.00	514.45
70-68-6633	203.80	.00	203.80
70-68-6652	3,013.34	.00	3,013.34

GL Account	Debit	Credit	Proof
70-68-6710	1,336.28	.00	1,336.28
70-71-6640	355.88	.00	355.88
70-71-7736	131,817.64	.00	131,817.64
70-74-6633	6,055.00	.00	6,055.00
75-00-2005	.00	19,272.41-	19,272.41-
75-64-6632	1,327.50	.00	1,327.50
75-64-6633	238.75	.00	238.75
75-68-6413	3,818.11	.00	3,818.11
75-68-6416	139.33	.00	139.33
75-68-6633	517.87	.00	517.87
75-68-6652	7,148.44	.00	7,148.44
75-68-6654	2,667.26	.00	2,667.26
75-68-6710	3,415.15	.00	3,415.15
Grand Totals:	<u>234,499.08</u>	<u>234,499.08-</u>	<u>.00</u>

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

GL Account

Debit

Credit

Proof

Report Criteria:

Report type: GL detail

Check.Type = {<>} "Adjustment"



TOWN OF HUDSON

50 South Beech Street, P.O. Box 351, Hudson, CO 80642

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

www.hudsoncolorado.org

MEMORANDUM

March 17, 2021

To: Hon. Mayor Hargis
Hudson Town Council

From: Guy Patterson, Town Manager

Re: Work Session- Hudson Public Library

Agenda Item #2

As Council is aware, there is a desire by the Town of Lochbuie to have a physical building in their Town for a branch library. This work session is to discuss the next steps of this request from Lochbuie as well as the future direction of the library in general.



TOWN OF HUDSON

50 South Beech Street, P.O. Box 351, Hudson, CO 80642

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

www.hudsoncolorado.org

MEMORANDUM

March 17, 2021

To: Hon. Mayor Hargis
Hudson Town Council

From: Guy Patterson, Town Manager

Re: Colorado State Highway 52 PEL/ACP Study Presentation

Agenda Item # 3

On March 20, 2019, the Hudson Town Council approved Resolution No. 19-09 which stated the Council's support of joining the Highway 52 Coalition. The coalition was created to recognize and address issues on the CO52 corridor as well as improve funding opportunities to improve safety, access, signalization, economic development opportunities, long range planning and other improvement efforts. The resolution also stated that the Town Council would pledge to consider matching funds for grants as a part of the Town's budget process.

In August of 2020, the Town paid \$28,000 to participate in a Planning and Environmental Linkages (PEL)/Access Control Plan (ACP) study. The Highway 52 Coalition, led by the Weld County Public Works Department, is working with the Colorado Department of Transportation (CDOT) and their consultants to produce this study. The meetings for the coalition have been attended by the Hudson Mayor and town manager.

The reason for conducting the PEL study is to complete a high-level study of CO52 to better understand transportation issues and environmental resources along the corridor. It will support CDOT, the local agencies, stakeholders, and the public to determine improvements that should be made and estimate right-of-way preservation for future projects. The study will prioritize a list of short and long-term projects that will benefit CO52 in both Boulder and Weld Counties.

The ACP designates preferred access locations in accordance with the State Access Code along a highway corridor that will improve safety and mobility for the traveling public. The consolidation and location of accesses can eliminate and/or greatly reduce the number of conflict points on a roadway. Consolidating access locations causes side road traffic to concentrate at a

single location to enter and exit the highway, reducing congestion and improving mobility. The ACP helps put municipalities, developers, CDOT and the county all on the same page in terms of agreeing on access points to CO52. The Town has worked with Stolfus & Associates (the Town's traffic engineers) to best represent the technical needs of the Town.

This presentation is to update Council on the progress of these reports and to give the opportunity for the Council and citizens to ask questions regarding the planning future of CO52.



TOWN OF HUDSON

50 South Beech Street, P.O. Box 351, Hudson, CO 80642

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

www.hudsoncolorado.org

MEMORANDUM

March 17, 2021

To: Hon. Mayor Hargis
Hudson Town Council
From: Guy Patterson, Town Manager

Re: Discussion: The Future of Hudson Water, Continued

Agenda Item #4a

During the February 17th Council meeting, Town staff and consultants began a discussion with Council by posing three fundamental questions for them to consider:

1. Is the Town willing to blend mountain water with local water supplies?
2. Currently the Town requires dedication of water at annexation. Is Council open to recalibrate when water is due to later in the development process? For example, at final plat?
3. Would the Town like to codify at some level guidelines for developers to use water-saving concepts to reduce their total water demand for purposes of dedication of water?

The goal of these questions was to spur debate, produce questions from the Council and citizens, create an opportunity for comment from developers, citizens and other interested parties and finally come to a consensus on the questions which would then give staff the direction they would need to suggest policies, deal with development and plan for future capital needs.

Council requested this issue be put on the agenda for this meeting to continue this discussion. Included in this communication is a memo from Jennifer Woods, Hudson town planner, analyzing water conservation and landscaping policies and planning and design requirements that are used in some Colorado towns to give context to the third question.

This is a linchpin question for the future of the Town. Staff and consultants are prepared to aid the Town Council as necessary as they discuss this important topic.



TOWN OF HUDSON
50 S Beech St.
Hudson, CO 80642

TO: Guy Patterson, Town Manager

FROM: Jennifer Woods, Planning Director

DATE: March 10, 2021

RE: Analysis of Water Conservation and Landscaping Policies, Planting & Design Requirements in Selected Front Range Communities

ATTACHMENT: Comparison of Water Conservation & Landscaping Policies in Colorado Springs, Fort Collins and Greeley

Introduction

The climate along the Front Range is in one simple word – dry; water is a scarce resource. Two popularly utilized water conservation methods used in combination with landscaping include water-wise practices and xeriscaping. Both of these methods focus on the right plant in the right place, while also using the least amount of water possible. *Xeriscaping* promotes water efficiency by using plants that are native and adaptable to Colorado's semi-arid climate. Denver Water coined the word in 1981 by combining "landscape" and the Greek word "xeros," which means dry. *Water-wise* is plantings and irrigation practices that conserve water usage and help protect the aquifer and natural surface waters.

In order to effectively manage water use in landscaping, jurisdictions likely require both water-wise and xeriscaping principles in their development codes. They provide plant lists, planting specifications, soil amendments, watering policies, etc. in order to assist and direct the implementation of their water efficiency and conservation goals. Additionally, they typically require maximum water budgets and allowances to maintain a specific level of water efficiency on property for which audits are required and monitored by the jurisdiction.

Furthermore, options to utilize untreated or non-potable water are being used to off-set domestic water usage and costs, so treated water only goes into homes and businesses and not onto lawns, parks and open spaces. Jurisdictions typically only allowed non-potable water resources and systems in areas that are not resident-controlled, such as those under the ownership and control of Homeowners' Associations (HOA's) and Metro Districts (MD's).

Overall, the ability of a jurisdiction to implement water conservation plans and measures as well as maintain the quality and quantity of plants that go in the ground, how much water they need, where that water comes from, how it gets there, and who maintains the infrastructure lies within their policies and regulations.

The cities noted in the comparison were reviewed based on the longevity of their water conservation policies, the evolution and management of those policies until now, their water supply options and the resources and requirements they've created as a result.

Takeaways

- The entire Northern Front Range’s climate is semi-arid.
- Water Efficiency Planning will highlight where our focus on standards, specifications, encouragements, and penalties will be needed for water conservation as it relates to landscaping.
- Specifications on plants, soil amendments and layouts may be necessary to guide successful plant installation and promotes water efficient landscape.
- Specifications on irrigation installations, layouts, hydrozones and other related equipment may be needed to ensure efficient use of water.
- Non-potable systems are typically required to be private, but non-potable water service may be supplied by the municipality if there is an available supply.
- Non-potable systems are metered differently than potable water. These systems were typically only allowed (even required in some jurisdictions) in non-resident-controlled landscape areas in residential subdivisions (single family homes and common areas), agricultural irrigation and some industrial process (evaporative/non-evaporative processes, wash water).
- Jurisdictions provide an abundance of educational and ‘how-to’ resources to transition existing single family homes landscaping into water-efficient landscaping as well as resources for new development, including plant lists, design layouts, water budgets and scheduling, etc.
- Where non-potable systems were used, the costs of water could be reduced by using cheaper, non-potable water for everything except domestic use. Potable water tap fees also tended to be reduced to the area utilizing potable water and not the entire property (i.e. square footage of the home when outdoor irrigation is from a non-potable system).
- Overall, if water is managed efficiently, the cost of water for the developer to the end user (HOA/MD or individual homeowner) should be lower, whether through reduced tap and PIF fees at initial development, lower water fees for irrigating parks and common spaces because they’re being irrigated with untreated water, lower water fees due to no domestic/treated water being used for irrigation, overall lower water fees because water is being utilized to its fullest potential with a water budget.

ATTACHMENT: Comparison of Water Conservation & Landscaping Policies in Colorado Springs, Fort Collins and Greeley

Organization	Programs/Policies	Plant and Design Requirements/Recommendations
Colorado Springs Utilities	<ul style="list-style-type: none"> The city requires compliance with their landscape code for all development (existing & new) except existing single and two-family dwellings. Non-potable systems are required to be private, but non-potable water is supplied through the Utilities available non-potable water supply. Non-potable systems are metered differently than potable water and are only allowed in non-resident-controlled landscape irrigation at single family homes, agricultural irrigation and some industrial process (evaporative/non-evaporative processes, wash water). Colorado Springs concentrates on two areas of focus for water efficiency 1) outdoor water use and 2) bathrooms as they account for more than 60% of home water consumption. Per their Water Efficiency Plan, “over the next 50 years, our community needs to save more than 10,000 acre-feet per year of water to meet our long-term water resource goals. That’s enough water to fill more than 5,000 Olympic-sized swimming pools annually. These new rules are expected to meet 10% of that efficiency goal.” In order to help meet that goal, water-wise rules require compliance by everyone in the City: watering 3 days a week only from 6pm-10am, no pooling allowed, sprinkler leak repairs complete within 10 days of detection, use shut-off nozzles when using a garden hose, clean hard surfaces with water only if there’s a public health or safety concern. Watering from a drip irrigation or a handheld hose or other handheld watering device. 	<ul style="list-style-type: none"> The landscape code includes water conservation guidelines, plant lists with specific selected plants for Colorado Springs, planting standards and specifications. The City also provides a Water-Wise Plant Database, xeriscape fact sheets, as well as tips on watering yards, including cycle and soak fact sheets, drip irrigation guides, sprinkler system improvement recommendations, and other lawn care tips. Common areas in new residential developments are required to be maintained and landscaped by the HOA/Metro District. Water-Wise landscape design templates for individual lots. Each plan includes information on types of grasses and plants, where to place them and how to care for it. YouTube Videos. How-to and Informational videos on installing sprinkler systems, water wise landscaping, water systems, landscape maintenance, etc. Xeriscape demonstration gardens. Irrigation Rebates for smart irrigation controllers and rain sensors, sprinkler heads with check valves and rotating nozzles with qualified product lists. Members of HOA’s and Metro Districts (MD’s) have rebates applied directly to their HOA’s/MD’s respective accounts.
Fort Collins & Fort Collins-Loveland Water	<ul style="list-style-type: none"> All new commercial, multi-family and HOA common area landscape projects are required to obtain a landscape permit that conforms to the City’s landscape and irrigation standards for conservation. The exception includes existing lots for single-family detached dwellings. The purpose of their landscape standards is “reduced erosion and stormwater runoff, improved water conservation, air pollution mitigation, reduced glare and heat build-up, increased aesthetics, and improved continuity within and between developments.” The water conservation purpose is further focused on water-efficient techniques, specifically xeriscaping. The City has worked with other water district within the municipal limits, namely the Fort Collins-Loveland Water District, which now allows conservation taps with reduced tap fees for residences that use water efficient indoor fixtures and appliances as well as have all landscape irrigated from a non-potable source, which must be maintained by an HOA of MD. 	<ul style="list-style-type: none"> The City’s Land Use Code requires that plant material for Landscape Plans must be selected from the City of Fort Collins Plant List. Additional plants may be added to the list upon a determination that the plants are appropriate for inclusion. These plants include groundcover, shrubs, and trees, including those appropriate for streets. The City also has a Xeriscape Resource Center that provides additional specifications on xeric-professional services, plant selection, turf selection and removal, soil amendments, boulders and hardscape, mulch, irrigation, layout and designs. Irrigation System Standards for Water Conservation provide specifications on irrigation methods and layout, equipment, sleeving, pressure and performance audits. Irrigation taps needed for common area greenbelts that are part of single family developments are assessed water rights on a Non-Residential basis by meter. Xeriscape Incentive Program converts high-water use landscapes to regionally adapted water-wise landscapes; rebates available for all property types for single family.
City of Greeley Utilities	<ul style="list-style-type: none"> The City’s Landscape Code provides regulations for new landscape development as well as maintenance requirements for all properties in the City. Low water vegetation is only encouraged. The City’s Landscape Policy Plan says that since water demand for landscaping on a single property can represent 50% or more of the water use for that property and projected growth creates a limit on water availability, the City should advance efforts in the areas of education, regulation and incentives to maintain landscaping while improving landscape irrigation water efficiency. In 2020, Greeley City Council approved changes to Greeley’s watering restrictions for single-family water budget customers. The water restrictions city-wide require: watering only April-December, 3 days a week from 6pm-10am, no lawn watering at all from January to mid-April, no pooling allowed, use shut-off nozzles when using a garden hose, excessive water flow off property is not allowed. Watering from a drip irrigation or a handheld hose or other handheld watering device is allowed. 	<ul style="list-style-type: none"> The City also provides a City plant list, water audits (indoor and outdoor), xeriscaping grants, rain barrel discounts, as well as a landscape and xeriscape lecture series. HOA’s/MD’s utilizing the pilot project require separate Master Meters for the common areas.

	<ul style="list-style-type: none">• The City is currently developing a policy to encourage non-potable irrigation for commercial and residential development; this process includes obtaining feedback from developers, construction and engineering communities and conducting pilot projects.• Non-potable irrigation systems would reduce the amount of plant investment fees and raw water dedication, where applicable, that a developer needs to pay to the city. A non-potable system will also benefit future tenants and residents, as water bills could be up to 30% less.• The City is looking into potential cost shares for developments constructing non-potable water and reducing PIF and tap fees for new non-potable systems.• The City also recently acquired Terry Ranch. The Terry Ranch Project is an underground water supply and storage project that could provide Greeley 1.2 million acre-feet of water to meet the needs of the city's growing population. Injecting water underground for storage and recovery is a very common practice, but it is new to Greeley and, the water will not be subject to evaporation as with reservoirs, or contaminated with forest fire runoff.	
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TOWN OF HUDSON

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

www.hudsoncolorado.org

MEMORANDUM

March 17, 2021

To: Hon. Mayor Hargis
Hudson Town Council

From: Guy Patterson, Town Manager

Re: **Continuation of the Hudson Pandemic Relief Policy**

Agenda Item #4b

Last year the Hudson Town Council approved a pandemic relief policy to help local citizens and businesses cope with the devastating effects of Covid-19. The policy was extended last summer to run through 2020. It was again extended early this year through the first quarter of 2021.

Staff is requesting direction from Council as to if they would like to continue this policy. If so, since conditions regarding Covid-19 have changed dramatically since the beginning of the year, staff would request direction on how this policy should be amended if necessary.

If the Council desires to extend the policy, with or without amendments, staff will return with a proposal for consideration at the first meeting in April.

**TOWN OF HUDSON TOWN COUNCIL
PANDEMIC HARDSHIP RELIEF POLICY**

The purpose of this Policy is to specify steps the Town Council will take to assist its citizens struggling with economic hardships caused by or related to the COVID-19 pandemic.

The Town will offer the following assistance to all citizens for a period beginning on January 1, 2021, and ending on March 31, 2021, unless extended:

A. The Town will waive application of new late fees normally applied to a delinquent account pursuant to Section 13-24 of the Hudson Municipal Code (the “Code”) for late payment of water or wastewater charges.

B. The Town will suspend application of Section 13-25 of the Code regarding termination of water and wastewater service for nonpayment. During this time, water service will not be turned off due to nonpayment.

C. Regular charges for water and wastewater service will continue to accrue.

D. Delinquent account fees that existed on an account prior to March 1, 2020, will not be eliminated or reduced, and the Town does not waive its ability to collect the prior amount due.

For businesses forced to close to due State of Colorado or Weld County directives during December 2020 due to the COVID-19 pandemic, the Town will offer the following additional assistance:

A. The Town will waive and forgive regular charges for water and wastewater service incurred in the month of December 2020.

B. To qualify for this relief, a business must provide proof in a form acceptable to the Town of forced closure due to State of Colorado or Weld County directives during December 2020 due to the COVID-19 pandemic.

C. Delinquent account fees that existed on an account prior to December 1, 2020, will not be eliminated or reduced, and the Town does not waive its ability to collect the prior amount due.

For citizens, whose employment has been laid off or terminated due to State of Colorado or Weld County directives during December 2020 due to the COVID-19 pandemic, the Town will offer the following:

A. The Town will waive and forgive regular charges for water and wastewater service incurred in the month of December 2020.

- B. To qualify for this relief, a citizen must provide proof in the form acceptable to the Town of termination of employment for the month of December 2020 due to the COVID-19 pandemic and proof of residency within the Town.
- C. Delinquent account fees that existed on an account prior to December 1, 2020 will not be eliminated or reduced and the Town does not waive its ability to collect the prior amount due.

For businesses, while this policy is in force, the Town waives the following fees, but all other requirements for licensing continue to apply:

- A. New sales tax license fee set forth in Section 4-43(e) of the Code.
- B. Business license fee (both new and renewal fee) set forth in Section 6-5 of the Code.
- C. Peddlers and solicitors license fee set forth in Section 6-23 of the Code.



**TOWN OF HUDSON
REQUEST FOR COUNCIL ACTION**

Meeting Date: March 17, 2021:

Agenda Item No.: 4C	Department: Administration	Presenter: Patterson
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ITEM:

Resolution 21-12: A RESOLUTION APPROVING EVENT SERVICES CONTRACTS WITH COLORADO EVENT PRODUCTIONS FOR THE TOWN'S OUTDOOR MOVIE SERIES.

BACKGROUND:

As part of the events planning for 2021, the Hudson Recreation Committee has planned three movie nights for the Town. This involves bringing a temporary screen and sound equipment. Colorado Events Productions provides this service.

These contracts have been reviewed and approved by the Town's legal counsel.

FISCAL NOTE:

This will be paid out of GL 10-69-6730 which is the line for events out of the Events and Recreation budget.

STAFF RECOMMENDATION:

Approve

SUGGESTED MOTIONS:

I make a motion to approve/deny Resolution 21-12: **A RESOLUTION APPROVING EVENT SERVICES CONTRACTS WITH COLORADO EVENT PRODUCTIONS FOR THE TOWN'S OUTDOOR MOVIE SERIES.**

RESOLUTION NO.

21-12

Series of 2021

TITLE: A RESOLUTION APPROVING EVENT SERVICES CONTRACTS WITH COLORADO EVENT PRODUCTIONS FOR THE TOWN'S OUTDOOR MOVIE SERIES

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

Section 1. The Town Council hereby approves service contracts for June 19th, July 17th and August 21st, 2021 with Colorado Event Productions for an inflatable movie screen and sound system according to the terms and conditions attached hereto, subject to final approval by the Town Attorney, and authorizes the Mayor to execute the same on behalf of the Town.

INTRODUCED, READ and PASSED this ____ day of _____, 2021.

TOWN OF HUDSON, COLORADO

Laura Hargis, Mayor

ATTEST:

Charity Campfield, CMC, Town Clerk

COLORADO EVENT PRODUCTIONS

Phone: (970) 613-1886
P.O. Box 273008 - Fort Collins, CO 80527-3008

COLORADO EVENT PRODUCTIONS EVENT SERVICES CONTRACT

Invoice ID # 243135 | Salesperson: Sydney Bloom | Contract Date: 2/25/2021

DAY OF EVENT AFTER HOURS EMERGENCY LINE: (719) 299-1716

<p>CLIENT INFO:</p> <p>Name: Mr. Matt Hirschinger Organization: Town of Hudson Phone: 303-536-9311 Email: mhirschinger@hudsoncolorado.org Address: PO Box 351 Hudson, 80642</p> <p>EVENT INFO:</p> <p>Event Date: Saturday, June 19, 2021 Event Times: 9:00 PM - 11:30 PM Event Location: * PLEASE PROVIDE VENUE INFO * Event Address:</p> <p>Event Name: Town of Hudson Outdoor Movie Series</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;"> Primary Event Contact: Matt Hirschinger Primary Contact Phone: 720-386-1956 Primary Contact Email: mhirschinger@hudsoncolorado.org </td> </tr> <tr> <td style="padding: 5px;"> <p>PACKAGE SUMMARY:</p> <p style="text-align: right;">Inflatable Movie Screen/ Up-Graded Sound/ Tech - \$800.00 **Power Provided By Client** - \$0.00 **Stakes Used To Secure Equipment** - \$0.00 *Set Up & Delivery* - \$0.00</p> <p style="text-align: right;">Discount (-): Misc \$100.00</p> </td> </tr> <tr> <td style="padding: 5px;"> <p>Payment Terms: 50% Deposit/ Final Balance Due on Event Day</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="padding: 2px;">Package Total:</td> <td style="text-align: right; padding: 2px;">\$700.00</td> </tr> <tr> <td style="padding: 2px;">Paid:</td> <td style="text-align: right; padding: 2px;">\$0.00</td> </tr> <tr> <td style="padding: 2px;">Balance:</td> <td style="text-align: right; padding: 2px;">\$700.00</td> </tr> </table> </td> </tr> </table>	Primary Event Contact: Matt Hirschinger Primary Contact Phone: 720-386-1956 Primary Contact Email: mhirschinger@hudsoncolorado.org	<p>PACKAGE SUMMARY:</p> <p style="text-align: right;">Inflatable Movie Screen/ Up-Graded Sound/ Tech - \$800.00 **Power Provided By Client** - \$0.00 **Stakes Used To Secure Equipment** - \$0.00 *Set Up & Delivery* - \$0.00</p> <p style="text-align: right;">Discount (-): Misc \$100.00</p>	<p>Payment Terms: 50% Deposit/ Final Balance Due on Event Day</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="padding: 2px;">Package Total:</td> <td style="text-align: right; padding: 2px;">\$700.00</td> </tr> <tr> <td style="padding: 2px;">Paid:</td> <td style="text-align: right; padding: 2px;">\$0.00</td> </tr> <tr> <td style="padding: 2px;">Balance:</td> <td style="text-align: right; padding: 2px;">\$700.00</td> </tr> </table>	Package Total:	\$700.00	Paid:	\$0.00	Balance:	\$700.00
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EVENT DETAILS & CONTRACT NOTES:
 9:04 PM
 Saturday, June 19, 2021 (MDT)
 Dusk in Hudson, CO

Time block TBD with dusk at the week of the event. ½ hour Pre-show is included as guests are seated into the movie shown.

Set-up time included is up to 1.5 hours prior to event start time. Additional charges may apply for early set-up requirements.

We will use stakes in the ground to secure the equipment as needed. Please mark any areas we need to be aware of. If we are unable to stake in the ground, is water access available? - Additional charges may apply for water barrels or concrete and must be arranged by the office in advance of your event.

A microphone is included in your movie package. Please note, the microphone is NOT operational until your movie/ event start time as contracted above. All equipment will be fully operational by the beginning of your 30 minute pre-show.

Any movie licensing required is the responsibility of client/ venue to obtain and provide for the event. COLORADO EVENT PRODUCTIONS will provide the inflatable movie screen, sound system, all equipment and technician to run the movie event. Please provide a legal copy of the movie DVD or Blue-Ray on arrival.

Please order FULL SCREEN movies. We request that movies are not ordered or provided in "Wide-Screen" - the movie will not project correctly (leaves horizontal lines at the top and bottom) and will not fill the entire screen in this format.

For any pre-show advertising (must be arranged in advance), please email this to us one week prior to the event. If arranged, a USB may also be provided to the tech on arrival.

IMPORTANT Please Note: Movie Screens are inflatable and are unable to operate or be inflated and will need to be shut down in winds over 15 MPH. Our staff is required to deflate any inflatables and will resume operation as soon as it is under safe conditions for your patrons and event. Location matters – Please also be sure to have an area without constant winds or as low/protected as possible. The use of stakes in the ground to secure the equipment as needed is mandatory. Please mark any areas we need to be aware of. If stakes are not permitted, we will need to use water barrels to secure the equipment. This MUST be determined in advance of your event date and access to water is required. Equipment will not operate and movies may not be shown if we are unable to properly secure this equipment. Please discuss any questions or concerns in advance as this cannot be discussed, or staff will not be prepared on-site. This may result in the loss of your event for the evening at no fault of our company or discount on services.

PLEASE READ CAREFULLY. This agreement is entered on the date specified on page 1, by and between the "CLIENT" or organization listed above and COLORADO EVENT PRODUCTIONS, hereinafter known as "COLORADO

EVENT PRODUCTIONS" or the "Contractor", once digitally signed. This agreement cannot be altered or changed unless agreed to in writing by the said parties, Contractor and client.

1. SERVICES TO BE PROVIDED BY CONTRACTOR: a) Contractor agrees to provide the items and services, on the dates and times that are stated on page 1 of this agreement. b) Contractor agrees to provide all equipment and staff necessary to carry out the terms of the agreement unless otherwise noted. c) Contractor shall retain the right to determine if weather conditions permit the safe operation of the attraction(s) stated on page 1. d) COLORADO EVENT PRODUCTIONS does not allow its equipment to run unattended. If volunteers are agreed to in this contract, they must be present at the equipment during the entire event for the equipment to operate. e) Contractor agrees to comply with all ordinances, rules, regulations, and all statutes of the State of Colorado or State at which the event takes place, and other applicable laws. f) Contractor agrees to provide equipment in working condition. If any servicing or repairs are needed during the event date(s) or time(s) due to faulty equipment, Contractor will repair on-site or credit will be given to the Client if unable to use the equipment during the event(s). g) Contractor agrees to provide services for the amount of time specified in this contract and will determine the amount of time necessary or required for set-up and tear down of the contracted equipment. The exact set-up and tear down time requirements will be determined within seven (7) days of the event. All equipment will be delivered and operational by the contracted time(s). Additional time, specific set-up requirements or specific/early delivery requirements prior to this contracted time may result in additional costs to the client.

2. SERVICES TO BE PROVIDED BY CLIENT: a) Client agrees to provide a venue for the Event, any and all necessary permits, licenses, and fees to lawfully conduct the event; including all required equipment for the operation of the Event and the necessary accommodations for Contractor (as or unless stated in the contract notes). This may also include, but not limited to: Union dues/fees, Additional Engineering Requirements, State Permits, Power Permits, Parking Permits, Additional or Requested On-Site Inspections or any additional fees required for our operation by venue or client requirements or requests. This may also result in additional fees assessed by the contractor for time and materials to meet these requirements. b) The client will be responsible for any and all fines assessed to the contractor or the client for lack of knowledge, details or direction given to the contractor. c) Client shall provide direct access (unless otherwise stated) to a flat surface area (preferably grass for the inflatables) for items stated on page 1 of this agreement. "Direct Access" is the ability to drive and drop the equipment directly into the place required for performance. If direct access is not permitted, arrangements must be made with your COLORADO EVENT PRODUCTIONS representative a minimum of two (2) weeks in advance of the event. Additional charges may apply for time and labor to move the pieces by other methods if direct access is not available. The client will be responsible to protect, mark or clear the surface or area in which the contractor will perform. All sprinkler systems should be turned off the day prior to the event and until there has been a safe removal of all equipment after your event. d) Client is to provide adequate or required time for Contractor arrival, set up, and tear down of the equipment for the event. If required time requested by the contractor within 7 days of the client's event is not permitted, this will result in additional fees to the client for additional staff to fulfill this time restriction if available; or the inability of the Contractor to be set up in a timely manner for the event start time. The client shall not hold the contractor liable for any late start or equipment delay if adequate time is not allowed or addressed in advance. e) Client is to provide adequate lighting for set up times, during the event, and full tear down time of the event. f) Client is to provide layout or placement for equipment within one week prior to the event. Once equipment is set into place, an additional charge at the rate of 10% per piece required to be moved will be assessed to the final balance for moving equipment for any reason at the event site.

3. COMPENSATION OF CONTRACTOR: a) Performance fee and payment terms agreed upon between the Client and Contractor are listed above on Page 1 of this agreement. b) A deposit of up to 50% (or as listed above in payment terms) is required to reserve the contracted services listed on page 1 and must be received with a signed copy of this contract no later than 14 days after the original contract date. Receipt of the deposit will also serve as agreement/signed contract. Upon signing this contract, you agree to pay the deposit if the event is cancelled and does not meet the acceptable cancellation terms stated below. If no deposit is required, a 25% cancellation fee will be assessed. Cancellation of the engagement by the client will result in forfeiture of the required deposit amount. Unless otherwise noted, all remaining or final balances are due UPON ARRIVAL the day of your event. ANY BALANCES OUTSTANDING WILL BE CHARGED A LATE FEE OF 10% OR MAXIMUM OF \$50 PER DAY OF THE TOTAL CONTRACTED PRICE. The balance of the rental fee (excluding any previous payments) must be paid in full on the first day of the event prior to the event start, unless otherwise specified in "payment terms" above. Payments are made payable to "COLORADO EVENT PRODUCTIONS", unless otherwise agreed to in writing prior to event. All payments mailed to COLORADO EVENT PRODUCTIONS must be received by the first day/ start of the event. The contracted fee of \$700.00 for services provided are a discounted cash, check or money order price. Credit card payments may be accepted for a small administrative fee of up to 3% that may be applied to each transaction. Visits or consultations in our office are included at no additional charge. On-site visits or an event-site walk through requested for pre-event details may not be included in this package. A charge of up to \$30/ per hour to include travel may be applied to the final balance (arranged in advance) for on-site visits.

4. CANCELLATION: **It is our company policy that deposits made/due for services are NON-REFUNDABLE.** a) Cancellation of the event by the client for any reason within 24 hours of the contracted start time of your event will

require PAYMENT IN FULL. b) If the event is cancelled on the scheduled day AFTER the event start time (such as in the case of inclement weather or unsafe conditions), payment in full is required. c) If the event is cancelled/rescheduled within forty-five (45) calendar days prior to the event date, we reserve the right to assess a 10% service rescheduling charge based on the total amount of the contract. The deposit may be applied one time to a rescheduled event within six (6) months of the original event date, as available. d) If the event is rescheduled forty-five (45) calendar days prior to your event date, deposits may be applied to a future event if scheduled to take place within six (6) months of original event date, as available. e) Due to busy dates, events cannot be cancelled on holiday dates. The deposit paid/due will be non-refundable or unable to be credited to any future events. f) Rescheduled events are subject to availability and cannot be rescheduled on holidays or our peak/busy season during August or September dates. g) Based on the rescheduled date, rates for the new event day may be subject price change(s). h) Rescheduled events must be equal or greater to the original cancelled event details/ services and may not be cancelled for a deposit refund.

5. FORCE MAJEURE: Neither the Client nor the Contractor shall be liable for any delay in or failure to perform any covenant or promise contained in this contract agreement, nor shall any delay or failure constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure" within one week prior to the event date, or on the exact date the event was to be held. As used in this contract agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party. Cancellation of the event caused by force majeure will require the deposit to be paid by the client. This payment may be credited to a rescheduled event within twelve (12) months of the original event date, subject to availability.

6. WEATHER: a) All weather cancellation will fall under COLORADO EVENT PRODUCTIONS cancellation policies listed in section 4 of this agreement. b) At your event, our staff is required to shut down operation of all attractions in the case of inclement weather for the safety of your guests until the weather passes or time is up. Inclement weather includes but is not limited to: Wind over 15mph, heavy rain, if we can hear thunder it means lightening is within 10 miles of the event or if there is lightening within a 10-mile distance (whichever comes first).

7. MISCELLANEOUS Client hereby releases and holds harmless COLORADO EVENT PRODUCTIONS, employees, agents, directors, and representatives, from injuries or damages incurred as a result of the use of said equipment unless COLORADO EVENT PRODUCTIONS, employees, agents, directors, and representatives, are operating the equipment and is deemed by a court of law to be held negligent in its actions. COLORADO EVENT PRODUCTIONS, employees, agents, directors, and representatives, cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. COLORADO EVENT PRODUCTIONS agrees to indemnify and hold Client harmless from any claim asserting that COLORADO EVENT PRODUCTIONS equipment was defective and the defective equipment caused an injury. If the client wishes to be listed as additionally insured on the Contractors insurance policy, a fee of up to \$500 may be applied. b) Contractor understands that it is an independent contractor not covered by the Client's Workman's Compensation Insurance. Contractor shall indemnify, save and hold harmless and defend the Client and all its officers, agents and employees for, from and against any all claims, causes of actions, and injury or loss to any person(s), including those to whom the Contractor may be liable under any claims or suits, including for wages, merchandise, caused by, arising out of, or in any way connected with Contractor's exercise of this Agreement. c) Contractor agrees to furnish (if needed) a Certificate of Insurance evidencing the following insurance coverage: 1.) Commercial General Liability Insurance with limits of at least \$1,000,000 per occurrence combined single limit for bodily injury and property damage. d) Each party represents and warrants that each has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations described herein. e) Contractor reserves the right to accept or decline overtime hours based upon availability and scheduling and does not guarantee the availability of overtime purchased the day of the event. f) Each party acknowledges that this agreement cannot be assigned or transferred without the written consent of both parties. The Contractor shall have the discretion to utilize a designated affiliate to perform the services as stated herein.

This contract and all associated services are not valid until contract is signed and submitted no later than 14 days upon receipt.

Client Signature: _____

Date: _____

COLORADO EVENT PRODUCTIONS

Phone: (970) 613-1886
P.O. Box 273008 - Fort Collins, CO 80527-3008

COLORADO EVENT PRODUCTIONS EVENT SERVICES CONTRACT

Invoice ID # 243136 | Salesperson: Sydney Bloom | Contract Date: 2/25/2021

DAY OF EVENT AFTER HOURS EMERGENCY LINE: (719) 299-1716

<p>CLIENT INFO:</p> <p>Name: Mr. Matt Hirschinger Organization: Town of Hudson Phone: 303-536-9311 Email: mhirschinger@hudsoncolorado.org Address: PO Box 351 Hudson, 80642</p> <p>EVENT INFO:</p> <p>Event Date: Saturday, July 17, 2021 Event Times: 9:00 PM - 11:30 PM Event Location: * PLEASE PROVIDE VENUE INFO * Event Address:</p> <p>Event Name: Town of Hudson Outdoor Movie Series</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;"> Primary Event Contact: Matt Hirschinger Primary Contact Phone: 720-386-1956 Primary Contact Email: mhirschinger@hudsoncolorado.org </td> </tr> <tr> <td style="padding: 5px;"> <p>PACKAGE SUMMARY:</p> <p style="text-align: right;">Inflatable Movie Screen/ Up-Graded Sound/ Tech - \$800.00 **Power Provided By Client** - \$0.00 **Stakes Used To Secure Equipment** - \$0.00 *Set Up & Delivery* - \$0.00</p> <p style="text-align: right;">Discount (-): Misc \$100.00</p> <p>Payment Terms: 50% Deposit/ Final Balance Due on Event Day</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="padding: 2px;">Package Total:</td> <td style="text-align: right; padding: 2px;">\$700.00</td> </tr> <tr> <td style="padding: 2px;">Paid:</td> <td style="text-align: right; padding: 2px;">\$0.00</td> </tr> <tr> <td style="padding: 2px;">Balance:</td> <td style="text-align: right; padding: 2px;">\$700.00</td> </tr> </table> </td> </tr> </table>	Primary Event Contact: Matt Hirschinger Primary Contact Phone: 720-386-1956 Primary Contact Email: mhirschinger@hudsoncolorado.org	<p>PACKAGE SUMMARY:</p> <p style="text-align: right;">Inflatable Movie Screen/ Up-Graded Sound/ Tech - \$800.00 **Power Provided By Client** - \$0.00 **Stakes Used To Secure Equipment** - \$0.00 *Set Up & Delivery* - \$0.00</p> <p style="text-align: right;">Discount (-): Misc \$100.00</p> <p>Payment Terms: 50% Deposit/ Final Balance Due on Event Day</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="padding: 2px;">Package Total:</td> <td style="text-align: right; padding: 2px;">\$700.00</td> </tr> <tr> <td style="padding: 2px;">Paid:</td> <td style="text-align: right; padding: 2px;">\$0.00</td> </tr> <tr> <td style="padding: 2px;">Balance:</td> <td style="text-align: right; padding: 2px;">\$700.00</td> </tr> </table>	Package Total:	\$700.00	Paid:	\$0.00	Balance:	\$700.00
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EVENT DETAILS & CONTRACT NOTES:
 8:57 PM
 Saturday, July 17, 2021 (MDT)
 Dusk in Hudson, CO

Time block TBD with dusk at the week of the event. ½ hour Pre-show is included as guests are seated into the movie shown.

Set-up time included is up to 1.5 hours prior to event start time. Additional charges may apply for early set-up requirements.

We will use stakes in the ground to secure the equipment as needed. Please mark any areas we need to be aware of. If we are unable to stake in the ground, is water access available? - Additional charges may apply for water barrels or concrete and must be arranged by the office in advance of your event.

A microphone is included in your movie package. Please note, the microphone is NOT operational until your movie/ event start time as contracted above. All equipment will be fully operational by the beginning of your 30 minute pre-show.

Any movie licensing required is the responsibility of client/ venue to obtain and provide for the event. COLORADO EVENT PRODUCTIONS will provide the inflatable movie screen, sound system, all equipment and technician to run the movie event. Please provide a legal copy of the movie DVD or Blue-Ray on arrival.

Please order FULL SCREEN movies. We request that movies are not ordered or provided in "Wide-Screen" - the movie will not project correctly (leaves horizontal lines at the top and bottom) and will not fill the entire screen in this format.

For any pre-show advertising (must be arranged in advance), please email this to us one week prior to the event. If arranged, a USB may also be provided to the tech on arrival.

IMPORTANT Please Note: Movie Screens are inflatable and are unable to operate or be inflated and will need to be shut down in winds over 15 MPH. Our staff is required to deflate any inflatables and will resume operation as soon as it is under safe conditions for your patrons and event. Location matters – Please also be sure to have an area without constant winds or as low/protected as possible. The use of stakes in the ground to secure the equipment as needed is mandatory. Please mark any areas we need to be aware of. If stakes are not permitted, we will need to use water barrels to secure the equipment. This MUST be determined in advance of your event date and access to water is required. Equipment will not operate and movies may not be shown if we are unable to properly secure this equipment. Please discuss any questions or concerns in advance as this cannot be discussed, or staff will not be prepared on-site. This may result in the loss of your event for the evening at no fault of our company or discount on services.

PLEASE READ CAREFULLY. This agreement is entered on the date specified on page 1, by and between the "CLIENT" or organization listed above and COLORADO EVENT PRODUCTIONS,

hereinafter known as "COLORADO EVENT PRODUCTIONS" or the "Contractor", once digitally signed. This agreement cannot be altered or changed unless agreed to in writing by the said parties, Contractor and client.

1. SERVICES TO BE PROVIDED BY CONTRACTOR: a) Contractor agrees to provide the items and services, on the dates and times that are stated on page 1 of this agreement. b) Contractor agrees to provide all equipment and staff necessary to carry out the terms of the agreement unless otherwise noted. c) Contractor shall retain the right to determine if weather conditions permit the safe operation of the attraction(s) stated on page 1. d) COLORADO EVENT PRODUCTIONS does not allow its equipment to run unattended. If volunteers are agreed to in this contract, they must be present at the equipment during the entire event for the equipment to operate. e) Contractor agrees to comply with all ordinances, rules, regulations, and all statutes of the State of Colorado or State at which the event takes place, and other applicable laws. f) Contractor agrees to provide equipment in working condition. If any servicing or repairs are needed during the event date(s) or time(s) due to faulty equipment, Contractor will repair on-site or credit will be given to the Client if unable to use the equipment during the event(s). g) Contractor agrees to provide services for the amount of time specified in this contract and will determine the amount of time necessary or required for set-up and tear down of the contracted equipment. The exact set-up and tear down time requirements will be determined within seven (7) days of the event. All equipment will be delivered and operational by the contracted time(s). Additional time, specific set-up requirements or specific/early delivery requirements prior to this contracted time may result in additional costs to the client.

2. SERVICES TO BE PROVIDED BY CLIENT: a) Client agrees to provide a venue for the Event, any and all necessary permits, licenses, and fees to lawfully conduct the event; including all required equipment for the operation of the Event and the necessary accommodations for Contractor (as or unless stated in the contract notes). This may also include, but not limited to: Union dues/fees, Additional Engineering Requirements, State Permits, Power Permits, Parking Permits, Additional or Requested On-Site Inspections or any additional fees required for our operation by venue or client requirements or requests. This may also result in additional fees assessed by the contractor for time and materials to meet these requirements. b) The client will be responsible for any and all fines assessed to the contractor or the client for lack of knowledge, details or direction given to the contractor. c) Client shall provide direct access (unless otherwise stated) to a flat surface area (preferably grass for the inflatables) for items stated on page 1 of this agreement. "Direct Access" is the ability to drive and drop the equipment directly into the place required for performance. If direct access is not permitted, arrangements must be made with your COLORADO EVENT PRODUCTIONS representative a minimum of two (2) weeks in advance of the event. Additional charges may apply for time and labor to move the pieces by other methods if direct access is not available. The client will be responsible to protect, mark or clear the surface or area in which the contractor will perform. All sprinkler systems should be turned off the day prior to the event and until there has been a safe removal of all equipment after your event. d) Client is to provide adequate or required time for Contractor arrival, set up, and tear down of the equipment for the event. If required time requested by the contractor within 7 days of the client's event is not permitted, this will result in additional fees to the client for additional staff to fulfill this time restriction if available; or the inability of the Contractor to be set up in a timely manner for the event start time. The client shall not hold the contractor liable for any late start or equipment delay if adequate time is not allowed or addressed in advance. e) Client is to provide adequate lighting for set up times, during the event, and full tear down time of the event. f) Client is to provide layout or placement for equipment within one week prior to the event. Once equipment is set into place, an additional charge at the rate of 10% per piece required to be moved will be assessed to the final balance for moving equipment for any reason at the event site.

3. COMPENSATION OF CONTRACTOR: a) Performance fee and payment terms agreed upon between the Client and Contractor are listed above on Page 1 of this agreement. b) A deposit of up to 50% (or as listed above in payment terms) is required to reserve the contracted services listed on page 1 and must be received with a signed copy of this contract no later than 14 days after the original contract date. Receipt of the deposit will also serve as agreement/signed contract. Upon signing this contract,

you agree to pay the deposit if the event is cancelled and does not meet the acceptable cancellation terms stated below. If no deposit is required, a 25% cancellation fee will be assessed. Cancellation of the engagement by the client will result in forfeiture of the required deposit amount. Unless otherwise noted, all remaining or final balances are due UPON ARRIVAL the day of your event. ANY BALANCES OUTSTANDING WILL BE CHARGED A LATE FEE OF 10% OR MAXIMUM OF \$50 PER DAY OF THE TOTAL CONTRACTED PRICE. The balance of the rental fee (excluding any previous payments) must be paid in full on the first day of the event prior to the event start, unless otherwise specified in "payment terms" above. Payments are made payable to "COLORADO EVENT PRODUCTIONS", unless otherwise agreed to in writing prior to event. All payments mailed to COLORADO EVENT PRODUCTIONS must be received by the first day/ start of the event. The contracted fee of \$700.00 for services provided are a discounted cash, check or money order price. Credit card payments may be accepted for a small administrative fee of up to 3% that may be applied to each transaction. Visits or consultations in our office are included at no additional charge. On-site visits or an event-site walk through requested for pre-event details may not be included in this package. A charge of up to \$30/ per hour to include travel may be applied to the final balance (arranged in advance) for on-site visits.

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7. MISCELLANEOUS Client hereby releases and holds harmless COLORADO EVENT PRODUCTIONS, employees, agents, directors, and representatives, from injuries or damages incurred as a result of the use of said equipment unless COLORADO EVENT PRODUCTIONS, employees, agents, directors, and representatives, are operating the equipment and is deemed by a court of law to be held negligent in its actions. COLORADO EVENT PRODUCTIONS, employees, agents, directors, and

representatives, cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. COLORADO EVENT PRODUCTIONS agrees to indemnify and hold Client harmless from any claim asserting that COLORADO EVENT PRODUCTIONS equipment was defective and the defective equipment caused an injury. If the client wishes to be listed as additionally insured on the Contractors insurance policy, a fee of up to \$500 may be applied. b) Contractor understands that it is an independent contractor not covered by the Client's Workman's Compensation Insurance. Contractor shall indemnify, save and hold harmless and defend the Client and all its officers, agents and employees for, from and against any all claims, causes of actions, and injury or loss to any person(s), including those to whom the Contractor may be liable under any claims or suits, including for wages, merchandise, caused by, arising out of, or in any way connected with Contractor's exercise of this Agreement. c) Contractor agrees to furnish (if needed) a Certificate of Insurance evidencing the following insurance coverage: 1.) Commercial General Liability Insurance with limits of at least \$1,000,000 per occurrence combined single limit for bodily injury and property damage. d) Each party represents and warrants that each has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations described herein. e) Contractor reserves the right to accept or decline overtime hours based upon availability and scheduling and does not guarantee the availability of overtime purchased the day of the event. f) Each party acknowledges that this agreement cannot be assigned or transferred without the written consent of both parties. The Contractor shall have the discretion to utilize a designated affiliate to perform the services as stated herein.

This contract and all associated services are not valid until contract is signed and submitted no later than 14 days upon receipt.

Client Signature: _____

Date: _____

COLORADO EVENT PRODUCTIONS

Phone: (970) 613-1886
P.O. Box 273008 - Fort Collins, CO 80527-3008

COLORADO EVENT PRODUCTIONS EVENT SERVICES CONTRACT

Invoice ID # 243137 | Salesperson: Sydney Bloom | Contract Date: 2/25/2021

DAY OF EVENT AFTER HOURS EMERGENCY LINE: (719) 299-1716

<p>CLIENT INFO:</p> <p>Name: Mr. Matt Hirschinger Organization: Town of Hudson Phone: 303-536-9311 Email: mhirschinger@hudsoncolorado.org Address: PO Box 351 Hudson, 80642</p> <p>EVENT INFO:</p> <p>Event Date: Saturday, August 21, 2021 Event Times: 8:15 PM - 10:45 PM Event Location: * PLEASE PROVIDE VENUE INFO * Event Address:</p> <p>Event Name: Town of Hudson Outdoor Movie Series</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;"> Primary Event Contact: Matt Hirschinger Primary Contact Phone: 720-386-1956 Primary Contact Email: mhirschinger@hudsoncolorado.org </td> </tr> <tr> <td style="padding: 5px;"> <p>PACKAGE SUMMARY:</p> <p style="text-align: right;">Inflatable Movie Screen/ Up-Graded Sound/ Tech - \$800.00 **Power Provided By Client** - \$0.00 **Stakes Used To Secure Equipment** - \$0.00 *Set Up & Delivery* - \$0.00</p> <p style="text-align: right;">Discount (-): Misc \$100.00</p> <p>Payment Terms: 50% Deposit/ Final Balance Due on Event Day</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="padding: 2px;">Package Total:</td> <td style="text-align: right; padding: 2px;">\$700.00</td> </tr> <tr> <td style="padding: 2px;">Paid:</td> <td style="text-align: right; padding: 2px;">\$0.00</td> </tr> <tr> <td style="padding: 2px;">Balance:</td> <td style="text-align: right; padding: 2px;">\$700.00</td> </tr> </table> </td> </tr> </table>	Primary Event Contact: Matt Hirschinger Primary Contact Phone: 720-386-1956 Primary Contact Email: mhirschinger@hudsoncolorado.org	<p>PACKAGE SUMMARY:</p> <p style="text-align: right;">Inflatable Movie Screen/ Up-Graded Sound/ Tech - \$800.00 **Power Provided By Client** - \$0.00 **Stakes Used To Secure Equipment** - \$0.00 *Set Up & Delivery* - \$0.00</p> <p style="text-align: right;">Discount (-): Misc \$100.00</p> <p>Payment Terms: 50% Deposit/ Final Balance Due on Event Day</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="padding: 2px;">Package Total:</td> <td style="text-align: right; padding: 2px;">\$700.00</td> </tr> <tr> <td style="padding: 2px;">Paid:</td> <td style="text-align: right; padding: 2px;">\$0.00</td> </tr> <tr> <td style="padding: 2px;">Balance:</td> <td style="text-align: right; padding: 2px;">\$700.00</td> </tr> </table>	Package Total:	\$700.00	Paid:	\$0.00	Balance:	\$700.00
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EVENT DETAILS & CONTRACT NOTES:
 8:15 PM
 Saturday, August 21, 2021 (MDT)
 Dusk in Hudson, CO

Time block TBD with dusk at the week of the event. ½ hour Pre-show is included as guests are seated into the movie shown.

Set-up time included is up to 1.5 hours prior to event start time. Additional charges may apply for early set-up requirements.

We will use stakes in the ground to secure the equipment as needed. Please mark any areas we need to be aware of. If we are unable to stake in the ground, is water access available? - Additional charges may apply for water barrels or concrete and must be arranged by the office in advance of your event.

A microphone is included in your movie package. Please note, the microphone is NOT operational until your movie/ event start time as contracted above. All equipment will be fully operational by the beginning of your 30 minute pre-show.

Any movie licensing required is the responsibility of client/ venue to obtain and provide for the event. COLORADO EVENT PRODUCTIONS will provide the inflatable movie screen, sound system, all equipment and technician to run the movie event. Please provide a legal copy of the movie DVD or Blue-Ray on arrival.

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PLEASE READ CAREFULLY. This agreement is entered on the date specified on page 1, by and between the "CLIENT" or organization listed above and COLORADO EVENT PRODUCTIONS,

hereinafter known as "COLORADO EVENT PRODUCTIONS" or the "Contractor", once digitally signed. This agreement cannot be altered or changed unless agreed to in writing by the said parties, Contractor and client.

1. SERVICES TO BE PROVIDED BY CONTRACTOR: a) Contractor agrees to provide the items and services, on the dates and times that are stated on page 1 of this agreement. b) Contractor agrees to provide all equipment and staff necessary to carry out the terms of the agreement unless otherwise noted. c) Contractor shall retain the right to determine if weather conditions permit the safe operation of the attraction(s) stated on page 1. d) COLORADO EVENT PRODUCTIONS does not allow its equipment to run unattended. If volunteers are agreed to in this contract, they must be present at the equipment during the entire event for the equipment to operate. e) Contractor agrees to comply with all ordinances, rules, regulations, and all statutes of the State of Colorado or State at which the event takes place, and other applicable laws. f) Contractor agrees to provide equipment in working condition. If any servicing or repairs are needed during the event date(s) or time(s) due to faulty equipment, Contractor will repair on-site or credit will be given to the Client if unable to use the equipment during the event(s). g) Contractor agrees to provide services for the amount of time specified in this contract and will determine the amount of time necessary or required for set-up and tear down of the contracted equipment. The exact set-up and tear down time requirements will be determined within seven (7) days of the event. All equipment will be delivered and operational by the contracted time(s). Additional time, specific set-up requirements or specific/early delivery requirements prior to this contracted time may result in additional costs to the client.

2. SERVICES TO BE PROVIDED BY CLIENT: a) Client agrees to provide a venue for the Event, any and all necessary permits, licenses, and fees to lawfully conduct the event; including all required equipment for the operation of the Event and the necessary accommodations for Contractor (as or unless stated in the contract notes). This may also include, but not limited to: Union dues/fees, Additional Engineering Requirements, State Permits, Power Permits, Parking Permits, Additional or Requested On-Site Inspections or any additional fees required for our operation by venue or client requirements or requests. This may also result in additional fees assessed by the contractor for time and materials to meet these requirements. b) The client will be responsible for any and all fines assessed to the contractor or the client for lack of knowledge, details or direction given to the contractor. c) Client shall provide direct access (unless otherwise stated) to a flat surface area (preferably grass for the inflatables) for items stated on page 1 of this agreement. "Direct Access" is the ability to drive and drop the equipment directly into the place required for performance. If direct access is not permitted, arrangements must be made with your COLORADO EVENT PRODUCTIONS representative a minimum of two (2) weeks in advance of the event. Additional charges may apply for time and labor to move the pieces by other methods if direct access is not available. The client will be responsible to protect, mark or clear the surface or area in which the contractor will perform. All sprinkler systems should be turned off the day prior to the event and until there has been a safe removal of all equipment after your event. d) Client is to provide adequate or required time for Contractor arrival, set up, and tear down of the equipment for the event. If required time requested by the contractor within 7 days of the client's event is not permitted, this will result in additional fees to the client for additional staff to fulfill this time restriction if available; or the inability of the Contractor to be set up in a timely manner for the event start time. The client shall not hold the contractor liable for any late start or equipment delay if adequate time is not allowed or addressed in advance. e) Client is to provide adequate lighting for set up times, during the event, and full tear down time of the event. f) Client is to provide layout or placement for equipment within one week prior to the event. Once equipment is set into place, an additional charge at the rate of 10% per piece required to be moved will be assessed to the final balance for moving equipment for any reason at the event site.

3. COMPENSATION OF CONTRACTOR: a) Performance fee and payment terms agreed upon between the Client and Contractor are listed above on Page 1 of this agreement. b) A deposit of up to 50% (or as listed above in payment terms) is required to reserve the contracted services listed on page 1 and must be received with a signed copy of this contract no later than 14 days after the original contract date. Receipt of the deposit will also serve as agreement/signed contract. Upon signing this contract,

you agree to pay the deposit if the event is cancelled and does not meet the acceptable cancellation terms stated below. If no deposit is required, a 25% cancellation fee will be assessed. Cancellation of the engagement by the client will result in forfeiture of the required deposit amount. Unless otherwise noted, all remaining or final balances are due UPON ARRIVAL the day of your event. ANY BALANCES OUTSTANDING WILL BE CHARGED A LATE FEE OF 10% OR MAXIMUM OF \$50 PER DAY OF THE TOTAL CONTRACTED PRICE. The balance of the rental fee (excluding any previous payments) must be paid in full on the first day of the event prior to the event start, unless otherwise specified in "payment terms" above. Payments are made payable to "COLORADO EVENT PRODUCTIONS", unless otherwise agreed to in writing prior to event. All payments mailed to COLORADO EVENT PRODUCTIONS must be received by the first day/ start of the event. The contracted fee of \$700.00 for services provided are a discounted cash, check or money order price. Credit card payments may be accepted for a small administrative fee of up to 3% that may be applied to each transaction. Visits or consultations in our office are included at no additional charge. On-site visits or an event-site walk through requested for pre-event details may not be included in this package. A charge of up to \$30/ per hour to include travel may be applied to the final balance (arranged in advance) for on-site visits.

4. CANCELLATION: It is our company policy that deposits made/due for services are NON-REFUNDABLE. a) Cancellation of the event by the client for any reason within 24 hours of the contracted start time of your event will require PAYMENT IN FULL. b) If the event is cancelled on the scheduled day AFTER the event start time (such as in the case of inclement weather or unsafe conditions), payment in full is required. c) If the event is cancelled/rescheduled within forty-five (45) calendar days prior to the event date, we reserve the right to assess a 10% service rescheduling charge based on the total amount of the contract. The deposit may be applied one time to a rescheduled event within six (6) months of the original event date, as available. d) If the event is rescheduled forty-five (45) calendar days prior to your event date, deposits may be applied to a future event if scheduled to take place within six (6) months of original event date, as available. e) Due to busy dates, events cannot be cancelled on holiday dates. The deposit paid/due will be non-refundable or unable to be credited to any future events. f) Rescheduled events are subject to availability and cannot be rescheduled on holidays or our peak/busy season during August or September dates. g) Based on the rescheduled date, rates for the new event day may be subject price change(s). h) Rescheduled events must be equal or greater to the original cancelled event details/ services and may not be cancelled for a deposit refund.

5. FORCE MAJEURE: Neither the Client nor the Contractor shall be liable for any delay in or failure to perform any covenant or promise contained in this contract agreement, nor shall any delay or failure constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure" within one week prior to the event date, or on the exact date the event was to be held. As used in this contract agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party. Cancellation of the event caused by force majeure will require the deposit to be paid by the client. This payment may be credited to a rescheduled event within twelve (12) months of the original event date, subject to availability.

6. WEATHER: a) All weather cancellation will fall under COLORADO EVENT PRODUCTIONS cancellation policies listed in section 4 of this agreement. b) At your event, our staff is required to shut down operation of all attractions in the case of inclement weather for the safety of your guests until the weather passes or time is up. Inclement weather includes but is not limited to: Wind over 15mph, heavy rain, if we can hear thunder it means lightening is within 10 miles of the event or if there is lightening within a 10-mile distance (whichever comes first).

7. MISCELLANEOUS Client hereby releases and holds harmless COLORADO EVENT PRODUCTIONS, employees, agents, directors, and representatives, from injuries or damages incurred as a result of the use of said equipment unless COLORADO EVENT PRODUCTIONS, employees, agents, directors, and representatives, are operating the equipment and is deemed by a court of law to be held negligent in its actions. COLORADO EVENT PRODUCTIONS, employees, agents, directors, and

representatives, cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. COLORADO EVENT PRODUCTIONS agrees to indemnify and hold Client harmless from any claim asserting that COLORADO EVENT PRODUCTIONS equipment was defective and the defective equipment caused an injury. If the client wishes to be listed as additionally insured on the Contractors insurance policy, a fee of up to \$500 may be applied. b) Contractor understands that it is an independent contractor not covered by the Client's Workman's Compensation Insurance. Contractor shall indemnify, save and hold harmless and defend the Client and all its officers, agents and employees for, from and against any all claims, causes of actions, and injury or loss to any person(s), including those to whom the Contractor may be liable under any claims or suits, including for wages, merchandise, caused by, arising out of, or in any way connected with Contractor's exercise of this Agreement. c) Contractor agrees to furnish (if needed) a Certificate of Insurance evidencing the following insurance coverage: 1.) Commercial General Liability Insurance with limits of at least \$1,000,000 per occurrence combined single limit for bodily injury and property damage. d) Each party represents and warrants that each has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations described herein. e) Contractor reserves the right to accept or decline overtime hours based upon availability and scheduling and does not guarantee the availability of overtime purchased the day of the event. f) Each party acknowledges that this agreement cannot be assigned or transferred without the written consent of both parties. The Contractor shall have the discretion to utilize a designated affiliate to perform the services as stated herein.

This contract and all associated services are not valid until contract is signed and submitted no later than 14 days upon receipt.

Client Signature: _____
Date: _____



**TOWN OF HUDSON
REQUEST FOR COUNCIL ACTION**

Meeting Date: March 17, 2021:

Agenda Item No.: 4d	Department: Administration	Presenter: Patterson
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ITEM:

Ordinance No. 21-03: **AN ORDINANCE AMENDING CHAPTER 7, ARTICLE 1 OF THE HUDSON MUNICIPAL CODE RELATING TO RESIDENTIAL TRASH SERVICE, Second reading.**

BACKGROUND:

Recently there was a discussion at the Town Council about enforcement of the trash collection agreement with Waste Management. The Town wishes to codify its selection of a single residential waste service provider, the requirement to use such provider, and the Town's ability to impose fees and penalties for failure to do so.

Furthermore, this ordinance allows for the Town to develop rules and regulations in the future as necessary. As well, penalties for failure to use the designated provider are in the current Sec. 7-12 which will be moved to Sec. 7-15. The section states that violations are "punishable only by the imposition of a civil fine in an amount not to exceed one hundred dollars (\$100.00). Each and every day during which a violation exists or continues to exist may be deemed a separate offense."

This ordinance was passed on first reading March 3, 2021 without amendments.

FISCAL NOTE:

There will be no new fiscal impact to the Town.

STAFF RECOMMENDATION:

approval

SUGGESTED MOTIONS:

I make a motion to approve/deny on second reading Ordinance No. 21-03: AN ORDINANCE AMENDING CHAPTER 7, ARTICLE 1 OF THE HUDSON MUNICIPAL CODE RELATING TO RESIDENTIAL TRASH SERVICE.

ORDINANCE NO.

21-03
Series of 2021

**TITLE: AN ORDINANCE AMENDING CHAPTER 7, ARTICLE 1 OF
THE HUDSON MUNICIPAL CODE RELATING TO
RESIDENTIAL TRASH SERVICE**

WHEREAS, in 2009, the Town satisfied the notice requirements and the request for proposal process set forth in C.R.S. § 30-15-401(7.5) to select a single residential waste service provider to provide residential waste disposal services within the Town;

WHEREAS, the Town Council passed Resolution 09-11, Series 2009, selecting a single residential waste service provider and awarding it an exclusive contract to offer residential waste service in Town;

WHEREAS, since that time the Town has consistently selected a single residential waste service provider by awarding an exclusive contract for services; and

WHEREAS, the Town wishes to codify its selection of a single residential waste service provider, the requirement to use such provider, and the Town's ability to impose fees and penalties for failure to do so.

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

Section 1. Section 7-12 of the Hudson Municipal Code is hereby relocated to a new Section 7-15.

Section 2. Chapter 7, Article 1, of the Hudson Municipal Code is hereby amended by the addition of a new Section 7-12 entitled "Sole Provider of Service" to read as follows:

Sec. 7-12. Sole Provider of Service.

(a) The Town by contract with a third party shall be the sole agency for the collection and disposal of residential refuse and no disposal company, unless authorized by the Town, shall collect or dispose of any refuse. Nothing in this Section shall prevent an individual from hauling his or her own refuse, provided that it is properly disposed of in conformity with all Town regulations.

(b) The Town Council is hereby authorized to enter into an exclusive contract or agreement with a disposal company for the collection and disposal of refuse for residential units within Town and use of that disposal company for residential properties with less than eight units shall be mandatory.

Section 3. Chapter 7, Article 1, of the Hudson Municipal Code is hereby amended by the addition of a new Section 7-13 entitled "User Fee" to read as follows:

Sec. 7-13. User Fee.

- (a) The Town shall establish a user fee for the removal of refuse from residential units by resolution.
- (b) The owner of the property receiving refuse removal services shall be solely responsible for such user fee.
- (c) A disposal company receiving an exclusive contract or agreement with a Town for the collection and disposal of refuse for residential units within Town shall bill owners directly.

Section 4. Chapter 7, Article 1, of the Hudson Municipal Code is hereby amended by the addition of a new Section 7-14 entitled "Rules and Regulations" to read as follows:

Sec. 7-14. Rules and Regulations.

The Town Council may, by resolution, promulgate rules and regulations relating to the manner of preparing and accumulating refuse for collection; the type and kind of containers to be used for such accumulation; the manner of use and care for such containers; and such other rules and regulations as, in its discretion, be necessary or desirable in the interest of maintaining efficiency and sanitary conditions for the refuse services within Town.

Section 5. 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 6. 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 7. Effective Date. This Ordinance shall become effective ten (10) days after final publication by title only.

INTRODUCED, READ BY TITLE, AND ADOPTED ON FIRST READING this 3rd day of March, 2021.

TOWN OF HUDSON, COLORADO

Laura Hargis, Mayor

ATTEST:

Charity Campfield, CMC, Town Clerk

PASSED by a vote of ____ for and ____ against AND ORDERED PUBLISHED BY TITLE ONLY, with a complete copy available for public inspection and acquisition in the office of the town clerk this _____ day of _____, 2021.

TOWN OF HUDSON, COLORADO

Laura Hargis, Mayor

ATTEST:

Charity Campfield, CMC, Town Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, Town Attorney