

AGENDA

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

ONLINE MEETING ACCESS

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/83313293290?pwd=bXZRyVGNyUHISZHp1bDZsTmxVc0lMUT09>

Passcode: 753754

Or iPhone one-tap :

US: +16699006833,,83313293290#,,,,*753754# or +12532158782,,83313293290#,,,,*753754#

Or Telephone:

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

US: +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799 Webinar ID: 833 1329 3290

Passcode: 753754

International numbers available: <https://us02web.zoom.us/j/83313293290?pwd=bXZRyVGNyUHISZHp1bDZsTmxVc0lMUT09>

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 – January 20, 2021
- b. Payment of Bills

2) WATER BILL HEARING

3) GENERAL BUSINESS

- a. Ordinance No. 21-1: **AN ORDINANCE AMENDING SECTION 16-31 OF THE HUDSON MUNICIPAL CODE RELATING TO THE BOARD OF ADJUSTMENT, second reading.**
- b. Ordinance No. 21-2: **AN ORDINANCE AMENDING CHAPTER 2, ARTICLE 17 OF THE HUDSON MUNICIPAL CODE TO ASSIGN HUDSON CEMETERY BOARD DUTIES TO THE TOWN COUNCIL, Second reading**
- c. **Resolution 21-07: A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT FOR TOWING SERVICES**

4) STAFF REPORTS

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

Comments will be allowed on matters that the Town Council previously considered for which public

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.

comment was not previously received.

6) **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: February 3, 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 January 20, 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
January 20, 2020 - 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:

Town Manager – Guy Patterson
Town Clerk - Charity Campfield
Corey Hoffmann – 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, January 6, 2020
- b. Payment of Bills

Councilmember Warren made a motion, seconded by Councilmember Nolf 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) GENERAL BUSINESS

a. ORDINANCE NO. 21-1: AN ORDINANCE AMENDING SECTION 16-31 OF THE HUDSON MUNICIPAL CODE RELATING TO THE BOARD OF ADJUSTMENT, FIRST READING.

Guy Patterson, Town Manager, reported that this was brought up to council before the end of the year to have the Council act as the Board of Adjustments.

Councilmember Nolf made a motion, seconded by Councilmember Warren approve Ordinance No. 21-1: an ordinance amending section 16-31 of the Hudson Municipal Code relating to the Board of Adjustment, first reading.

The vote was as follows:

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

b. ORDINANCE NO. 21-2: AN ORDINANCE AMENDING CHAPTER 2, ARTICLE 17 OF THE HUDSON MUNICIPAL CODE TO ASSIGN HUDSON CEMETERY BOARD DUTIES TO THE TOWN COUNCIL, FIRST READING.

Guy Patterson, Town Manager, reported that this again is having the Town Council act as the Cemetery Board.

Councilmember Nolf made a motion, seconded by Councilmember Maestas to approve Ordinance No. 21-2: an ordinance amending Chapter 2, Article 17 of the Hudson Municipal Code to assign Hudson Cemetery Board duties to the Town Council, first reading.

The vote was as follows:

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

- c. RESOLUTION NO. 21-4:** A RESOLUTION APPROVING THE JOINT ESCROW AGREEMENT FOR TRANSFER OF CERTAIN REAL PROPERTY ALONG COUNTY ROAD 49 FROM ANACONDA, LLC, TO THE TOWN TO FULFILL AN OBLIGATION OF BNSF RAILWAY COMPANY AND EVINCING THE TOWN’S ACCEPTANCE OF THE SUCH REAL PROPERTY.

Guy Patterson, Town Manager, reported that this a document to help BNSF to acquire property to meet their offsite demands and this will not cost the Town anything.

Councilmember Warren made a motion, seconded by Councilmembers Nolf and Maestas to approve Resolution No. 21-4: a resolution approving the joint escrow agreement for transfer of certain real property along County Road 49 from Anaconda, LLC, to the Town to fulfill an obligation of BNSF Railway Company and evincing the Town’s acceptance of such real property.

The vote was as follows:

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

- d. RESOLUTION NO. 21-5:** A RESOLUTION APPROVING AN AGREEMENT WITH GEOMODEL FOR GROUND RADAR MAPPING OF THE HUDSON CEMETERY

Guy Patterson, Town Manager, reported that this is the agreement to have the ground radar mapping done for the Cemetery.

Councilmember Nolf made a motion, seconded by Councilmember Stadler to approve Resolution No. 21-5: a resolution approving an agreement with Geomodel for ground radar mapping of the Hudson Cemetery.

The vote was as follows:

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

- e. APPROVAL OF JOB DESCRIPTION:** CODE ENFORCEMENT/ANIMAL CONTROL/ COMMUNITY SERVICE OFFICER

Guy Patterson, Town Manager, reported that this will be a non-post certified position.

Councilmember Nolf made a motion, seconded by Councilmembers Warren and Chavez to approve the job description for a code enforcement/animal control/community service officer.

The vote was as follows:

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

f. RESOLUTION NO. 21-6: A RESOLUTION MAKING AN APPOINTMENT TO THE HUDSON PUBLIC LIBRARY BOARD OF TRUSTEES

Leonard Roskop and Wilber Wafel were the only two applicants for the two open positions.

Councilmember Warren made a motion, seconded by Councilmembers Maestas and Stadler to approve Resolution No. 21-6: a resolution making an appointment to the Hudson Public Library Board of Trustees.

The vote was as follows:

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

g. MEMORANDUM OF UNDERSTANDING WITH THE STATE OF COLORADO DEPARTMENT OF REVENUE AND THE TOWN OF HUDSON

Charity Campfield, Town Clerk, reported that this is an agreement between the State and the Town of Hudson for collection services for sales tax fees.

Councilmember Warren made a motion, seconded by Councilmember Chavez to approve the memorandum of understanding with the State of Colorado Department of Revenue and the Town of Hudson.

The vote was as follows:

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

4) STAFF REPORTS

Guy Patterson, Town Manager, reported the Town received a grant for restaurants in Town to receive funds to help with COVID. The Town is working with CDOT for a right-of-way for a variable message sign in the Town's entrance.

Hunter Fobare, Public Works and Utilities Director, reported they will be crack sealing and working on assessing the alley ways.

Jay Hirokawa, Police Chief, reported that he has been filing cases with the FBI and ATF.

Daniel Warren, Councilmember, reported that the HOA at Hudson Hills wanted the full repair of the roads.

Maria Chavez, Councilmember, reported they had a rec and events meeting and are looking for ideas.

5) CITIZEN'S COMMENTS

None

ADJOURNMENT

The meeting adjourned at approximately 6:28 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
57924										
01/21	01/28/2021	57924	1295	Adamson Police Products	INV343528	1	10-66-6710	55.65	55.65	1 uniform
01/21	01/28/2021	57924	1295	Adamson Police Products	INV343780	1	10-66-6710	595.07	595.07	1 uniforms-Martin
01/21	01/28/2021	57924	1295	Adamson Police Products	INV343781	1	10-66-6710	197.95	197.95	1 Boots
01/21	01/28/2021	57924	1295	Adamson Police Products	INV343783	1	10-66-6710	97.18	97.18	1 uniforms - mic and earpice
01/21	01/28/2021	57924	1295	Adamson Police Products	INV343897	1	10-66-6710	89.95	89.95	1 uniforms - side zip boots
Total 57924:									1,035.80	
57925										
01/21	01/28/2021	57925	2	Atmos Energy	011221	1	70-64-6412	113.86	113.86	1 Natural Gas Utility - 50 S Beech
01/21	01/28/2021	57925	2	Atmos Energy	011221	2	10-64-6412	113.86	113.86	2 Natural Gas Utility - 50 S Beech
01/21	01/28/2021	57925	2	Atmos Energy	011221	3	10-68-6412	641.61	641.61	3 Natural Gas Utilities - 258 5th Ave.
Total 57925:									869.33	
57926										
01/21	01/28/2021	57926	1767	Bay Valve Service, LLC	D12789	1	75-68-6652	340.00	340.00	1 Pump repair
Total 57926:									340.00	
57927										
01/21	01/28/2021	57927	30	Century Link	01/07/2021	1	70-68-6410	67.50	67.50	1 Telephone Service - 303-536-9365
01/21	01/28/2021	57927	30	Century Link	01072021	1	10-64-6410	142.90	142.90	1 Telephone Service - 303-536-4718
01/21	01/28/2021	57927	30	Century Link	010721	1	10-64-6410	163.46	163.46	1 Telephone Service - 303-536-4753
01/21	01/28/2021	57927	30	Century Link	1/7/21	1	25-64-6410	252.87	252.87	1 Telephone Service- 303-536-4550
01/21	01/28/2021	57927	30	Century Link	1072021	1	70-64-6410	133.07	133.07	1 Telephone Service - 303-536-9311
01/21	01/28/2021	57927	30	Century Link	1072021	2	10-64-6410	133.07	133.07	2 Telephone Service - 303-536-9311
01/21	01/28/2021	57927	30	Century Link	JAN 13, 2021	1	10-64-6410	162.62	162.62	1 Telephone Service - 303-536-4465
01/21	01/28/2021	57927	30	Century Link	JAN 7, 2021	1	75-68-6410	130.22	130.22	1 Telephone Service - 303-536-4003
Total 57927:									1,185.71	
57928										
01/21	01/28/2021	57928	108	CIRSA	210374	1	10-66-6310	3,031.00	3,031.00	1 2021 Detainee medical

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount	Sequence Number
Total 57928:									3,031.00	
57929										
01/21	01/28/2021	57929	36	Colorado Analytical Laboratories I	210106087	1	75-68-6633	100.80	100.80	1 WW Lab
01/21	01/28/2021	57929	36	Colorado Analytical Laboratories I	210108058	1	75-68-6633	81.90	81.90	1 WW Lab
01/21	01/28/2021	57929	36	Colorado Analytical Laboratories I	210112100	1	75-68-6633	113.40	113.40	1 WW Lab
01/21	01/28/2021	57929	36	Colorado Analytical Laboratories I	210119096	1	75-68-6633	113.40	113.40	1 WW Lab
01/21	01/28/2021	57929	36	Colorado Analytical Laboratories I	210121053	1	70-68-6633	78.80	78.80	1 Water Labs
Total 57929:									488.30	
57930										
01/21	01/28/2021	57930	33	DPC Industries Inc.	737000130-2	1	75-68-6710	475.80	475.80	1 WW Chemicals
01/21	01/28/2021	57930	33	DPC Industries Inc.	737000131-2	1	75-68-6710	475.80	475.80	1 WW Chemicals
01/21	01/28/2021	57930	33	DPC Industries Inc.	737005394-2	1	75-68-6710	475.80	475.80	1 WW Chemicals
01/21	01/28/2021	57930	33	DPC Industries Inc.	737005395-2	1	75-68-6710	475.80	475.80	1 WW Chemicals
Total 57930:									1,903.20	
57931										
01/21	01/28/2021	57931	53	Farm & Home Lumber	12/31/20	1	23-71-7710	125.78	125.78	1 3644 - Yard Hydrant
01/21	01/28/2021	57931	53	Farm & Home Lumber	12/31/20	2	10-68-7736	329.00	329.00	2 3673- Saw
01/21	01/28/2021	57931	53	Farm & Home Lumber	12/31/20	3	10-69-6730	97.39	97.39	3 3718 - Planters at 557 Ash
01/21	01/28/2021	57931	53	Farm & Home Lumber	12/31/20	4	10-69-6730	3.73	3.73	4 3778- Screws
01/21	01/28/2021	57931	53	Farm & Home Lumber	12/31/20	5	23-71-7710	9.22	9.22	5 3780- Toilet Kit
01/21	01/28/2021	57931	53	Farm & Home Lumber	12/31/20	7	23-71-7710	9.19	9.19	7 4021 - Cooler Parts
01/21	01/28/2021	57931	53	Farm & Home Lumber	12/31/20	8	23-71-7710	5.59	5.59	8 4029 - Cooler Float
01/21	01/28/2021	57931	53	Farm & Home Lumber	12/31/20	9	10-69-6710	5.70	5.70	9 4442 - Trimer line
01/21	01/28/2021	57931	53	Farm & Home Lumber	12/31/20	10	10-69-6710	1.00	1.00	10 4451 - Trimer line
01/21	01/28/2021	57931	53	Farm & Home Lumber	12/31/20	11	10-69-6710	21.58	21.58	11 4526 - Hose Parts
01/21	01/28/2021	57931	53	Farm & Home Lumber	12/31/20	12	23-71-7710	12.78	12.78	12 4532 - Shut off
01/21	01/28/2021	57931	53	Farm & Home Lumber	12/31/20	13	23-71-7710	9.99	9.99	13 4690 - Cable
01/21	01/28/2021	57931	53	Farm & Home Lumber	12/31/20	14	75-68-6710	19.99	19.99	14 4721 - Bucket and rope
01/21	01/28/2021	57931	53	Farm & Home Lumber	12/31/20	15	70-68-6710	38.09	38.09	15 4839 - Locate Supplies
01/21	01/28/2021	57931	53	Farm & Home Lumber	12/31/20	16	10-69-6710	3.26	3.26	16 5118- Hose Parts
01/21	01/28/2021	57931	53	Farm & Home Lumber	12/31/20	17	70-68-6416	9.10	9.10	17 5126- oil
01/21	01/28/2021	57931	53	Farm & Home Lumber	12/31/20	18	23-71-7710	1.86-	1.86-	18 5261- Chain Credit
01/21	01/28/2021	57931	53	Farm & Home Lumber	12/31/20	19	23-71-7710	28.55	28.55	19 5228 - Chain

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount	Sequence Number	
01/21	01/28/2021	57931	53	Farm & Home Lumber	12/31/20	20	23-71-7710	18.81	18.81	20	5318- Locks
01/21	01/28/2021	57931	53	Farm & Home Lumber	12/31/20	21	23-71-7710	13.64-	13.64-	21	3873 - Yard Hydrant Credit
01/21	01/28/2021	57931	53	Farm & Home Lumber	DEC 31, 202	1	10-69-6710	25.06	25.06	1	17455- PUC Fittings
01/21	01/28/2021	57931	53	Farm & Home Lumber	DEC 31, 202	2	23-71-7710	20.70	20.70	2	17471- PUC Fittings
01/21	01/28/2021	57931	53	Farm & Home Lumber	DEC 31, 202	3	23-71-7710	48.10	48.10	3	17568- Shovels
01/21	01/28/2021	57931	53	Farm & Home Lumber	DEC 31, 202	4	23-71-7710	22.85	22.85	4	17698- Wire
01/21	01/28/2021	57931	53	Farm & Home Lumber	DEC 31, 202	5	75-68-6710	4.85	4.85	5	17993- Tee
01/21	01/28/2021	57931	53	Farm & Home Lumber	DEC 31, 202	6	75-68-6710	2.80-	2.80-	6	17996- Credit for Tee
01/21	01/28/2021	57931	53	Farm & Home Lumber	DEC 31, 202	7	70-68-6710	14.44	14.44	7	17607- Irrigation Supplies
01/21	01/28/2021	57931	53	Farm & Home Lumber	DEC 31, 202	8	70-68-6710	10.35	10.35	8	17603- Utility Knife
01/21	01/28/2021	57931	53	Farm & Home Lumber	DEC 31, 202	9	23-71-7710	161.16	161.16	9	18057- Grade Stakes
01/21	01/28/2021	57931	53	Farm & Home Lumber	DEC 31, 202	10	23-71-7710	121.16-	121.16-	10	18058- Credit for Grade stakes
01/21	01/28/2021	57931	53	Farm & Home Lumber	DEC 31, 202	11	23-71-7710	140.26	140.26	11	18441- Lumber
01/21	01/28/2021	57931	53	Farm & Home Lumber	DEC 31, 202	12	70-68-6710	36.19	36.19	12	18401- Plumbing
01/21	01/28/2021	57931	53	Farm & Home Lumber	DEC 31, 202	13	23-71-7710	5.19	5.19	13	18149- Drill bit
01/21	01/28/2021	57931	53	Farm & Home Lumber	DEC 31, 202	14	23-71-7710	24.78	24.78	14	18411- Torch Gas
01/21	01/28/2021	57931	53	Farm & Home Lumber	DEC 31, 202	15	10-66-7734	10.75	10.75	15	18403- Evidence lock
01/21	01/28/2021	57931	53	Farm & Home Lumber	DEC 31, 202	16	23-71-7710	8.25	8.25	16	20178- Toilet Parts
01/21	01/28/2021	57931	53	Farm & Home Lumber	DEC 31, 202	17	23-71-7710	11.70	11.70	17	20597-wipes
01/21	01/28/2021	57931	53	Farm & Home Lumber	DEC 31, 202	18	75-68-6710	27.00	27.00	18	20082- water salt
01/21	01/28/2021	57931	53	Farm & Home Lumber	DEC 31, 202	19	23-71-7710	8.69	8.69	19	19550- Battery
01/21	01/28/2021	57931	53	Farm & Home Lumber	DEC 31, 202	20	70-68-6710	76.92	76.92	20	19333- Plug
01/21	01/28/2021	57931	53	Farm & Home Lumber	DEC 31, 202	21	23-71-7710	21.29	21.29	21	19262- light switch
01/21	01/28/2021	57931	53	Farm & Home Lumber	DEC 31, 202	22	23-71-7710	74.39	74.39	22	19154- Extension cord
01/21	01/28/2021	57931	53	Farm & Home Lumber	DEC 31, 202	23	70-68-6710	29.70	29.70	23	18800- locate paint
01/21	01/28/2021	57931	53	Farm & Home Lumber	DEC 31, 202	24	75-68-6710	29.70	29.70	24	18800- locate paint
01/21	01/28/2021	57931	53	Farm & Home Lumber	DEC 31, 202	25	60-69-7712	25.07	25.07	25	18654- Sealant
01/21	01/28/2021	57931	53	Farm & Home Lumber	DEC 31, 202	26	23-71-7710	5.90	5.90	26	18572- Nails
01/21	01/28/2021	57931	53	Farm & Home Lumber	DEC 31, 202	27	23-71-7710	12.55	12.55	27	18624- Cord
01/21	01/28/2021	57931	53	Farm & Home Lumber	DEC 31, 202	28	70-68-6710	192.24	192.24	28	18619- RO Compressor
01/21	01/28/2021	57931	53	Farm & Home Lumber	DEC 31, 202	29	23-71-7710	8.69	8.69	29	18500- Battery
01/21	01/28/2021	57931	53	Farm & Home Lumber	DEC 31, 202	30	75-68-6710	7.95	7.95	30	20411- Hooks
Total 57931:									1,674.01		
57932											
01/21	01/28/2021	57932	57	Front Range Internet	1576624	1	10-64-6415	11.95	11.95	1	Email Hosting and Maintenance February 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 57932:									11.95	
57933										
01/21	01/28/2021	57933	19	Grainger	9773466744	1	75-68-6735	872.48	872.48	1 Sump Pumps
Total 57933:									872.48	
57934										
01/21	01/28/2021	57934	1500	Guy Patterson	1-31-21	1	10-64-6411	100.00	100.00	1 Cell phone reimbursement
Total 57934:									100.00	
57935										
01/21	01/28/2021	57935	1479	Highplains Library District	2732	1	25-64-6723	1,659.70	1,659.70	1 Books
01/21	01/28/2021	57935	1479	Highplains Library District	2732	2	25-64-6728	181.44	181.44	2 DVDs
01/21	01/28/2021	57935	1479	Highplains Library District	2732	3	25-64-6727	263.67	263.67	3 Audiobooks
Total 57935:									2,104.81	
57936										
01/21	01/28/2021	57936	1765	HiVis Supply	1000386419	1	23-71-7710	116.68	116.68	1 Safety Equipment
01/21	01/28/2021	57936	1765	HiVis Supply	1000387754	1	23-71-7710	192.40	192.40	1 Safety Coats
Total 57936:									309.08	
57937										
01/21	01/28/2021	57937	1502	IAPE	M21-C66799	1	10-66-6211	50.00	50.00	1 2021 Membership - Melanie Colpitts
Total 57937:									50.00	
57938										
01/21	01/28/2021	57938	117	J&S Contractors Supply Co.	0073390-IN	1	23-71-7710	89.00	89.00	1 cutting edge
Total 57938:									89.00	
57939										
01/21	01/28/2021	57939	1105	Keene Auto Supply Inc.	448994	1	23-71-7710	64.97	64.97	1 Coupler
01/21	01/28/2021	57939	1105	Keene Auto Supply Inc.	449224	1	70-68-6710	31.96	31.96	1 Paint

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount	Sequence Number	
01/21	01/28/2021	57939	1105	Keene Auto Supply Inc.	449251	1	10-68-6740	87.43	87.43	1	truck parts
Total 57939:									184.36		
57940											
01/21	01/28/2021	57940	1766	Michelle Kline	2021-1	1	10-62-6633	400.00	400.00	1	Judicial Services - January 2021
Total 57940:									400.00		
57941											
01/21	01/28/2021	57941	1645	Nicole Brick	1/12/21	1	10-66-6210	50.00	50.00	1	Per Diem for training - money laundering course
Total 57941:									50.00		
57942											
01/21	01/28/2021	57942	95	North Front Range Water Quality	202117	1	70-64-6211	238.50	238.50	1	2021 Membership Dues
Total 57942:									238.50		
57943											
01/21	01/28/2021	57943	1410	Northern Engineering	1131-001/000	1	10-65-6640	78.00	78.00	1	BNSF Industrial Park
01/21	01/28/2021	57943	1410	Northern Engineering	1131-001/000	2	70-71-6640	3,841.53	3,841.53	2	Main Pump Station Construction Management
01/21	01/28/2021	57943	1410	Northern Engineering	1131-001/000	3	10-00-2204	858.00	858.00	3	Shaklee Centre
01/21	01/28/2021	57943	1410	Northern Engineering	1131-001/000	4	10-41-4114	843.75	843.75	4	Bunnell Replat
Total 57943:									5,621.28		
57944											
01/21	01/28/2021	57944	1625	Paula Amen	1/26/2021	1	25-64-6725	38.42	38.42	1	reimbursement for craft supplies
Total 57944:									38.42		
57945											
01/21	01/28/2021	57945	509	Quill Corporation	13463044	1	10-64-6710	20.29	20.29	1	latex gloves for cleaning
01/21	01/28/2021	57945	509	Quill Corporation	13469758	1	10-64-6710	27.99	27.99	1	storage totes
01/21	01/28/2021	57945	509	Quill Corporation	13485774	1	10-66-6720	37.77	37.77	1	thermal printer labels
01/21	01/28/2021	57945	509	Quill Corporation	13512293	1	10-64-6720	200.85	200.85	1	address labels, legal binders, paper
01/21	01/28/2021	57945	509	Quill Corporation	13512293	2	10-64-6710	46.82	46.82	2	mop, sponges, paper towels, coffee
01/21	01/28/2021	57945	509	Quill Corporation	13705773	1	10-68-6720	250.41	250.41	1	sharpies, file folders, toner, wall calender

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount	Sequence Number	
01/21	01/28/2021	57945	509	Quill Corporation	13705773	2	10-64-6720	223.15	223.15	2	binders, legal file folders, wall calender
01/21	01/28/2021	57945	509	Quill Corporation	13776325	1	10-64-6720	57.98	57.98	1	alphabetical dividers
01/21	01/28/2021	57945	509	Quill Corporation	13792964	1	10-64-6720	262.84	262.84	1	colored ink, legal binders
01/21	01/28/2021	57945	509	Quill Corporation	13794029	1	10-68-6710	25.77	25.77	1	stain remover
Total 57945:									1,153.87		
57946											
01/21	01/28/2021	57946	1383	SIRCHIE	0477571-IN	1	10-66-7734	177.35	177.35	1	Evidence Supplies - rifle box, evidence ties
Total 57946:									177.35		
57947											
01/21	01/28/2021	57947	1720	SmartSafety Software Inc	MN00000331	1	10-66-7733	156.00	156.00	1	Computer Software
Total 57947:									156.00		
57948											
01/21	01/28/2021	57948	1043	Stolfus	4000.025.01-	1	10-64-6632	812.50	812.50	1	CO 52 PEL, Weld Count Transportation Plan, PM and
Total 57948:									812.50		
57949											
01/21	01/28/2021	57949	1684	The Police and Sheriffs Press, Inc	142796	1	10-66-6710	77.92	77.92	1	ID cards
01/21	01/28/2021	57949	1684	The Police and Sheriffs Press, Inc	143119	1	10-66-6710	17.55	17.55	1	ID card - Randel Denison
Total 57949:									95.47		
57950											
01/21	01/28/2021	57950	1634	Thomas Stitzel	1/27/21	1	10-41-4111	25.00	25.00	1	refund for 2021 sales tax license payment
Total 57950:									25.00		
57951											
01/21	01/28/2021	57951	1634	Town Refunds	12/29/2020	1	10-41-4111	5.00	5.00	1	refund for 2021 sales tax license payment
Total 57951:									5.00		

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount	Sequence Number	
57952											
01/21	01/28/2021	57952	5	United Power Inc.	01/22/2021	1	10-68-6414	2,429.86	2,429.86	1	Hudson St Lighting
Total 57952:									2,429.86		
57953											
01/21	01/28/2021	57953	27	United States Postal Service	2/1/21	1	70-64-6722	75.77	75.77	1	Utility Bill Mailing
01/21	01/28/2021	57953	27	United States Postal Service	2/1/21	2	75-64-6722	75.78	75.78	2	Utility Bill Mailing
Total 57953:									151.55		
57954											
01/21	01/28/2021	57954	99	USA BlueBook	462184	1	75-68-6652	1,101.37	1,101.37	1	Pump motor
01/21	01/28/2021	57954	99	USA BlueBook	462608	1	75-68-6652	196.88	196.88	1	Pump parts
Total 57954:									1,298.25		
57955											
01/21	01/28/2021	57955	536	Verizon Wireless	9870934069	1	10-61-6411	50.73	50.73	1	Cell Phone Service
01/21	01/28/2021	57955	536	Verizon Wireless	9870934069	2	10-64-6411	127.68	127.68	2	Cell Phone Service
01/21	01/28/2021	57955	536	Verizon Wireless	9870934069	3	10-66-6411	1,216.76	1,216.76	3	Cell Phone Service
01/21	01/28/2021	57955	536	Verizon Wireless	9870934069	4	10-68-6411	221.37	221.37	4	Cell Phone Service
01/21	01/28/2021	57955	536	Verizon Wireless	9870934069	5	70-68-6411	76.17	76.17	5	Cell Phone Service
01/21	01/28/2021	57955	536	Verizon Wireless	9870934069	6	75-68-6411	76.16	76.16	6	Cell Phone Service
Total 57955:									1,768.87		
57956											
01/21	01/28/2021	57956	1431	Waxie Sanitary Supply	79743990	1	10-68-6710	90.70	90.70	1	Toilet paper/paper towels
01/21	01/28/2021	57956	1431	Waxie Sanitary Supply	79743990	2	10-64-6710	435.57	435.57	2	Toilet paper/paper towels
Total 57956:									526.27		
Grand Totals:									29,197.22		

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
10-00-2005	.00	15,398.78-	15,398.78-
10-00-2204	858.00	.00	858.00
10-41-4111	30.00	.00	30.00
10-41-4114	843.75	.00	843.75
10-61-6411	50.73	.00	50.73
10-62-6633	400.00	.00	400.00
10-64-6410	602.05	.00	602.05
10-64-6411	227.68	.00	227.68
10-64-6412	113.86	.00	113.86
10-64-6415	11.95	.00	11.95
10-64-6632	812.50	.00	812.50
10-64-6710	530.67	.00	530.67
10-64-6720	744.82	.00	744.82
10-65-6640	78.00	.00	78.00
10-66-6210	50.00	.00	50.00
10-66-6211	50.00	.00	50.00
10-66-6310	3,031.00	.00	3,031.00
10-66-6411	1,216.76	.00	1,216.76
10-66-6710	1,131.27	.00	1,131.27
10-66-6720	37.77	.00	37.77
10-66-7733	156.00	.00	156.00
10-66-7734	188.10	.00	188.10
10-68-6411	221.37	.00	221.37
10-68-6412	641.61	.00	641.61
10-68-6414	2,429.86	.00	2,429.86
10-68-6710	116.47	.00	116.47
10-68-6720	250.41	.00	250.41
10-68-6740	87.43	.00	87.43
10-68-7736	329.00	.00	329.00
10-69-6710	56.60	.00	56.60
10-69-6730	101.12	.00	101.12
23-00-2005	136.66	1,257.46-	1,120.80-
23-71-7710	1,257.46	136.66-	1,120.80
25-00-2005	.00	2,396.10-	2,396.10-
25-64-6410	252.87	.00	252.87
25-64-6723	1,659.70	.00	1,659.70
25-64-6725	38.42	.00	38.42
25-64-6727	263.67	.00	263.67
25-64-6728	181.44	.00	181.44
60-00-2005	.00	25.07-	25.07-

GL Account	Debit	Credit	Proof
60-69-7712	25.07	.00	25.07
70-00-2005	.00	5,064.19-	5,064.19-
70-64-6211	238.50	.00	238.50
70-64-6410	133.07	.00	133.07
70-64-6412	113.86	.00	113.86
70-64-6722	75.77	.00	75.77
70-68-6410	67.50	.00	67.50
70-68-6411	76.17	.00	76.17
70-68-6416	9.10	.00	9.10
70-68-6633	78.80	.00	78.80
70-68-6710	429.89	.00	429.89
70-71-6640	3,841.53	.00	3,841.53
75-00-2005	2.80	5,195.08-	5,192.28-
75-64-6722	75.78	.00	75.78
75-68-6410	130.22	.00	130.22
75-68-6411	76.16	.00	76.16
75-68-6633	409.50	.00	409.50
75-68-6652	1,638.25	.00	1,638.25
75-68-6710	1,992.69	2.80-	1,989.89
75-68-6735	872.48	.00	872.48
Grand Totals:	<u>29,476.14</u>	<u>29,476.14-</u>	<u>.00</u>

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

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



**TOWN OF HUDSON
REQUEST FOR COUNCIL ACTION**

Meeting Date: February 3, 2021:

Agenda Item No.: 3a	Department: Clerk	Presenter: Campfield
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ITEM:

Ordinance 21-01 AN ORDINANCE AMENDING SECTION 16-31 OF THE HUDSON MUNICIPAL CODE RELATING TO THE BOARD OF ADJUSTMENT. Second Reading.

BACKGROUND:

The current Town Code states that there must be a Board of Adjustments and they are required to meet at least every January to set officers, and terms. It is something that the Town has had difficulty appointing seats to. Considering that, it would be in the Town's best interest to dissolve the Board of Adjustments and have the Town Council act as the Board of Adjustments.

The Town Council approved this proposed ordinance on first reading with no amendments on January 20, 2021.

FISCAL NOTE:

None

PLANNING COMMISSION RECOMMENDATION:

At their regular meeting on January 13, 2021, the Planning Commission voted unanimously to recommend approval of the code amendment as proposed.

SUGGESTED MOTIONS:

I make a motion to approve/deny on second reading Ordinance 21-01 AN ORDINANCE AMENDING SECTION 16-31 OF THE HUDSON MUNICIPAL CODE RELATING TO THE BOARD OF ADJUSTMENT.

ORDINANCE NO.

21-01
Series of 2021

TITLE: AN ORDINANCE AMENDING SECTION 16-31 OF THE HUDSON MUNICIPAL CODE RELATING TO THE BOARD OF ADJUSTMENT

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

Section 1. Section 16-31 of the Town of Hudson Municipal Code is amended to read as follows, with subsections (d) and (e) deleted and the remaining subsections re-lettered as follows:

Sec. 16-31. - Board of adjustment; variances.

(a) Establishment. A board of adjustment is hereby established, the members of which shall be the members of the town council.

(b) Officers. The officers of board of adjustment shall be the same as the officers of town council. The Town Clerk shall serve as secretary of the board of adjustment. The mayor shall preside as chairperson at meetings and shall perform all duties usual and ordinary for the presiding officer of any board or group. The mayor pro tem shall perform the duties of vice chairperson in the absence of the chairperson. The secretary shall keep full and complete minutes and records of all meetings, shall have the custody of all the records of all meetings, shall generally supervise all of the clerical work of the board of adjustment and shall perform the duties usually performed by the secretary of a board or group.

(c) Powers. The board of adjustment shall have the following powers:

* * *

(d) Meetings.

(1) Regular meetings of the board of adjustment shall be held as required.

* * *

(e) Board of adjustment appeals, variances and interpretations of activities administered by staff related to zoning.

* * *

(f) Calendar of cases.

* * *

(g) Final disposition of cases.

* * *

(h) Variance application.

* * *

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

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

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

INTRODUCED, READ BY TITLE, AND ADOPTED ON FIRST READING this 20th day of January, 2021.

TOWN OF HUDSON, COLORADO

Laura Hargis, Mayor

ATTEST:

Charity Campfield, 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, Town Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, Town Attorney



**TOWN OF HUDSON
REQUEST FOR COUNCIL ACTION**

Meeting Date: February 3, 2021:

Agenda Item No.: 3b	Department: Clerk	Presenter: Campfield
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ITEM:

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE 17 OF THE HUDSON MUNICIPAL CODE TO ASSIGN HUDSON CEMETERY BOARD DUTIES TO THE TOWN COUNCIL, Second Reading.

BACKGROUND:

The current Town Code states that there must be a Cemetery Board and they are required to meet at least every January to set officers, and terms. It is something that the Town has had difficulty appointing seats to. Considering that, it would be in the Town's best interest to dissolve the Cemetery Board and have the Town Council act as the Cemetery Board.

The Town Council approved this proposed amendment on first reading without amendments on January 20, 2021.

FISCAL NOTE:

None

SUGGESTED MOTIONS:

I make a motion to approve/deny on second reading Ordinance 21-02: AN ORDINANCE AMENDING CHAPTER 2, ARTICLE 17 OF THE HUDSON MUNICIPAL CODE TO ASSIGN HUDSON CEMETERY BOARD DUTIES TO THE TOWN COUNCIL

ORDINANCE NO.

21-02
Series of 2021

**TITLE: AN ORDINANCE AMENDING CHAPTER 2, ARTICLE 17
OF THE HUDSON MUNICIPAL CODE TO ASSIGN
HUDSON CEMETERY BOARD DUTIES TO THE TOWN
COUNCIL**

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

Section 1. Section 2-212 of the Town of Hudson Municipal Code is amended to read as follows:

Sec. 2-212. – Creation; meetings.

The town council shall serve as the board of directors of the Hudson Cemetery (the "board"). The town council shall take up cemetery business and act as the board during town council meetings if and when necessary.

Section 2. Sections 2-213, 2-214 and 2-215 of the Town of Hudson Municipal Code are deleted.

Section 3. Section 2-216 of the Town of Hudson Municipal Code is amended to read as follows:

Sec. 2-216. - Duties and authority; Cemetery records.

(a) The town council, acting as the board, shall have the following duties and authority:

(1) To formulate plans and policies to manage and maintain the records and the grounds of the Hudson Cemetery;

(2) To adopt by resolution regulations for the operation of the Hudson Cemetery, including without limitation a method for determining the purchase price of lots and grave plots, regulations as to the size and type of monuments allowed on each gravesite, and necessary documentation to be used for the sale and purchase of lots and grave plots;

(3) To appropriate funds for the administration, maintenance, and operation of the Hudson Cemetery; and

(4) To accept and use gifts for the benefit of the Hudson Cemetery.

(b) The following records are recognized as relevant to the administration of the Hudson Cemetery:

(1) The Official Hudson Cemetery Map, an undated map with the notation "Burial Park, Hudson Colorado," shall be the official map of the cemetery, which shall presumptively identify the blocks, lots and grave plots within the cemetery;

(2) The active burial list dated June 15, 1999 shall be the presumptive list of lots that are currently available for use to the family indicated on the active burial list; and

(3) The "Complete List of Lots and Blocks in the Hudson Cemetery," without date, shall be the presumptive guide for determination of the right to use lots within the Hudson Cemetery, based on the guidelines set forth in section 2-217 below for the issuance of burial certificates.

Section 4. Sections 2-217 of the Town of Hudson Municipal Code is amended to read as follows:

Sec. 2-217. - Determination of legitimate preexisting claims to burial spaces.

The town council, acting as the board, will use the following criteria to determine the validity of a claim to a burial lot existing prior to the town's acquisition of the cemetery, and will resolve disputes regarding preexisting claims based on the following criteria:

(1) Whether the claimant possesses a burial certificate from the previous owners of the Hudson Cemetery;

(2) Whether the claimant possesses a burial map claim with a family name in the specific lot on the original burial map;

(3) Whether the lot was an undocumented gift to friends of the previous owners of the Hudson Cemetery. The board is specifically vested with the authority to distinguish between a complete lot given to a family and a single grave plot given to an individual, and determine that the latter does not give the family a claim to all plots in the lot; and

(4) Whether the claimant can show a well-defined history of continuous family burials in the lot.

Section 5. Prior appointments to the Hudson Cemetery Board, if any, are repealed. The Town Council may act in its capacity as the Hudson Cemetery Board immediately upon the effective date of this Ordinance.

Section 6. 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 7. 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 8. 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 20th day of January, 2021.

TOWN OF HUDSON, COLORADO

Laura Hargis, Mayor

ATTEST:

Charity Campfield, 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, Town Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, Town Attorney



**TOWN OF HUDSON
REQUEST FOR COUNCIL ACTION**

Meeting Date: February 3, 2021:

Agenda Item No.: 3c	Department: Police	Presenter: Hirokawa
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ITEM:

Resolution 21-07: A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT FOR TOWING SERVICES

BACKGROUND:

As noted in the language of the resolution, the Town entered into an agreement for towing and related services for town-owned vehicles and police tows January 15, 2020. The agreement states the Town has the option to renew the agreement for additional one-year terms if the services provided are satisfactory. To this date, the services provided by I-76 Towing have been satisfactory and staff sees no reason to alter the current agreement or go out to bid for a new provider.

FISCAL NOTE:

For private property that is towed, the cost is assessed to the owner of the property for a fee set by the Public Utilities Commission (PUC). If towed for the Town the fee is consistent with fees established by the Colorado State Patrol's annual fee review and paid out of GL 10-66-6633 (Other Contracted). Since 2018, the Town has spent between \$700-\$1200 per year for services.

STAFF RECOMMENDATION:

Staff recommends approval.

SUGGESTED MOTIONS:

I make a motion to approve/deny Resolution 21-07: A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT FOR TOWING SERVICES

RESOLUTION NO.

21-07
Series of 2021

TITLE: A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT FOR TOWING SERVICES

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

Section 1. The Town Council hereby approves the First Amendment to the Agreement for Towing Services between the Town and I-76 Towing in substantially the form 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

FIRST AMENDMENT TO THE AGREEMENT FOR TOWING SERVICES
DATED JANUARY 15, 2020

This First Amendment to Agreement is entered into this ___ day of _____, 2021 by and between the Town of Hudson (the “Town”) and I-76 Towing (the “Contractor”) (each a “Party” and together the “Parties”).

WHEREAS, the Parties entered into an agreement for towing and related services for Town-owned vehicles and police tows dated January 15, 2020 (the “Agreement”);

WHEREAS, the Agreement was effective for a period of one (1) year, and the Town reserved the right to renew the Agreement for additional one-year terms if Contractor’s services are satisfactory;

WHEREAS, Contractor’s services have been satisfactory; and

WHEREAS, the Parties wish to renew the Agreement for an additional one-year term and to acknowledge Contractor’s uninterrupted service despite the temporary lapse in the term of the Agreement.

NOW, THEREFORE, the Town and the, for the consideration hereinafter set forth, agree as follows:

AGREEMENT

1. Section 1(A) of the Agreement is amended to read as follows:

The Agreement shall be renewed and, to maintain an uninterrupted term of service, shall be considered effective as of the 16th day of January, 2021. The Agreement shall continue for a period of one (1) year, ending on January 15, 2022. If the Contractor's service is satisfactory during this period of time, the Town may renew the Agreement for an additional one-year term.

2. All other terms and conditions of the Agreement remain in full force and effect.

Signature page follows.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date first written above.

TOWN OF HUDSON, COLORADO

By: _____
Laura Hargis, Mayor

ATTEST:

Charity Campfield, CMC, Town Clerk

CONTRACTOR

By: _____

Name: _____

Title: _____

SERVICE AGREEMENT
TOWN OF HUDSON, COLORADO

TITLE: VEHICLE TOWING SERVICES
CONTRACT NO.:

TABLE OF CONTENTS

Section I	General Terms and Conditions
Section II	Obligations of the Town and the Contractor
Section III	Special Conditions
Section IV	Payment and Fee Schedule for Towing Services
Section V	Insurance Requirements
Section VI	Change Orders or Extensions
Section VII	Charter, Laws and Ordinances
Section VIII	Equal Employment Opportunity
Section IX	Termination of Contract
Section X	Miscellaneous
Exhibit A	Requirements of the Contractor

AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of January, 2020, by and between the Town of Hudson, Colorado (the "Town") and I-76 Towing (the "Contractor").

WITNESSETH:

WHEREAS, the Town intends that the Contractor shall provide towing and related services for Town-owned vehicles and police tows as provided within this Agreement and any addenda thereto;

WHEREAS, it is in the best interests of the public that the Town designate the Contractor to provide towing and related services to the Town; and

WHEREAS, the Contractor agrees to provide all authorized towing and related services for Town-owned vehicles and police tows as provided within this Agreement and any addenda thereto.

NOW, THEREFORE, the Town and the Contractor, for the consideration hereinafter set forth, agree as follows:

SECTION I. GENERAL TERMS AND CONDITIONS

A. This Agreement shall be effective 12:01 a.m., on the 16th day of January, 2020, and shall continue for a period of one (1) year. If the Contractor's service is satisfactory during this period of time, the Town reserves the right to renew this Agreement for additional one year terms.

B. All work performed by the Contractor shall be authorized by a duly authorized officer, agent or representative of the Town prior to the Contractor undertaking performance. This Agreement does not guarantee to the Contractor any work or create an exclusive contract.

C. The Contractor shall inform the Town in writing of any subcontractors or firms hired by the Contractor to perform work in connection with this Agreement and shall keep the Town informed of any changes. Unless approved in writing by the Town, subcontractors may only be used to perform work in unusual circumstances, and shall not be used to substitute for the minimum equipment required by this Agreement. The Contractor shall be responsible for the performance of any subcontractor or firm hired by the Contractor. Nothing contained herein shall create any contractual relationship between the Town and a subcontractor or a firm hired by the Contractor.

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D. The Contractor and its personnel shall remain the agents and employees of the Contractor and are not, nor shall be construed to be, agents or employees of the Town even though the Town may use their services under the terms of this Agreement.

E. The Contractor shall be responsible for any injury to persons or damage to property from negligent acts, errors or omissions of the Contractor, its subcontractors, agents and employees.

SECTION II. OBLIGATIONS OF THE TOWN AND THE CONTRACTOR

The Town shall:

- A. Provide full information, including a detailed scope as to its service requirements.
- B. Give prompt notice to the Contractor whenever the Town observes or otherwise becomes aware of any discrepancies in the services provided and the services requested.
- C. Furnish or direct the Contractor to provide at the Town's expense any necessary additional services.

The Contractor shall:

- A. Perform services as provided within this Agreement and "Requirements of Contractor" attached hereto as **Exhibit A** and incorporated herein by this reference and
- B. Obtain a Town of Hudson Business License.

SECTION III. SPECIAL CONDITIONS

A. The Contractor shall be licensed by the Colorado Public Utilities Commission (the "PUC") and it must comply at all times with the rules and regulations promulgated by the PUC. Revocation of the license by the PUC will subject this Agreement to immediate termination. Also, all towing vehicle operators must possess a valid Colorado Driver's License of the proper class.

B. The Town Chief of Police and the Contractor shall review claims for loss or damage settled by the Contractor. If substantiated, the Contractor shall pay all claims. If the Town is advised of a claim, they will advise the Contractor of the claim and the same procedure of review and settlement stated above will apply.

C. The Town shall not deputize the Contractor, its drivers or its employees, nor shall any of the Contractor's vehicles or trucks be required to carry flashing red lights. All vehicles and trucks shall be operated in compliance with all traffic regulations of the Town, unless otherwise directed by a Town of Hudson deputy.

D. In order to assure acceptable standards of performance, it is specifically agreed and understood that the Town has entered into this Agreement in reliance on its inspection and investigation of the establishment, facilities, business reputation and other general qualifications of the Contractor. In order to assure that these standards of performance are maintained during the term of this Agreement, there shall be no change in ownership of the Contractor without the prior approval of the Town.

SECTION IV. PAYMENT AND FEE SCHEDULE FOR TOWING SERVICES

The Contractor agrees to accept as full payment for towing services the following amounts of compensation:

TOWING CHARGES

	<u>DAY</u>	<u>NIGHT</u>
Business Hours	8:00 a.m. to 5:00 p.m.	5:01 p.m. to 7:59 a.m.

Private Property fees: set by PUC

All other fees: Hudson fees will be consistent with approved fees established by the Colorado State Patrol's annual fee review. Contractor will provide Town with copy of approved fees annually.

- A. The amounts set forth above shall be firm for a period of one year. All fees will be collected at the Contractor's office.
- B. If the Town requests a vehicle to be impounded, the Contractor shall collect at its office the fees for the towing and storage of the vehicle from the vehicle owner or other person authorized to receive the vehicle. The fees collected shall be in the amounts set forth above. If the tow sheet "Police Hold" box is not checked, the vehicle can be released to the Registered Owner or authorized person without verbal or written authorization from the Town Chief of Police or his designee for that vehicle. Police Holds shall be released in writing from the Town Chief of Police or his designee. Any motor vehicle ordered to be held pending investigation by the Town Chief of Police or his designee or other law enforcement agency shall

not accrue storage charges during the first 7 days of the vehicle is held. After the initial 7 days a maximum of 60 days storage can be charged. Towing charges on vehicles held pending investigation shall be paid by the vehicle owner or other person authorized to receive the vehicle unless a supervisor or the Town Chief of Police or his designee determines that these charges should be paid by the Town.

- C. Releases of impounded vehicles shall be by appointment only. The regular hours of the impound lot shall be from 8:00 a.m. until 5:00 p.m., Monday through Friday. If a vehicle cannot be picked up during regular business hours, there shall be an after-hours/weekend charge of \$66.00 for the release of a vehicle.
- D. Each month the Town Chief of Police or his designee shall pay the Contractor for all authorized services performed for the Town. The sum shall be calculated according to the charges set forth above.

SECTION V. INSURANCE REQUIREMENTS

A. The parties understand and agree that the Town is relying on the Colorado Governmental Immunity Act, § 24-10-101, et seq., 10A C.R.S., as amended, and it does not waive nor intend to waive by any provision of this Agreement, the monetary limitations, or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

B. The Contractor shall procure and maintain, and shall require any subcontractor to procure and maintain, the minimum insurance coverage listed below. The coverage shall be procured and maintained from a company satisfactory to the Town and in a form satisfactory to the Town. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor during the period of this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- C. The Contractor shall provide and maintain the following minimum coverage:
 - 1. Worker's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and employer's liability insurance, with minimum limits of six hundred thousand dollars (\$600,000) - each accident, six hundred thousand dollars (\$600,000) disease - policy limit, and six hundred thousand dollars (\$600,000) disease - each employee. Evidence of qualified

self-insured status may be substituted for the worker's compensation requirements of this paragraph.

2. General liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including independent contractors, products, and completed operations). The policy shall contain a severability of interest provision.
3. Comprehensive automobile liability insurance with minimum limits of six hundred thousand dollars (\$600,000) for each person and one million dollars (\$1,000,000) for each occurrence.

D. The one million thousand dollar general liability insurance policy shall be endorsed to include the Town and the Town's officers and employees as additional insured. Every policy stipulated above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any insurance pool of the Town shall be excess and not contributory insurance to that provided by the Contractor. No additional insured endorsement to the worker's compensation policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required under this Agreement.

E. The certificate of insurance shall be completed by the Contractor's insurance agent and shall be reviewed and approved by the Town prior to commencement of the Agreement. The certificate shall evidence that the policies meet the required coverage, conditions, and minimum limits and are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to the Town. The completed certificate of insurance shall be sent to:

Town of Hudson
P.O. Box 351
Hudson, CO 80642

F. Failure on the part of the Contractor to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate this Agreement, or at its discretion the Town may procure or renew any such policy or any extended reporting period thereto and may pay any

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and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by the Contractor to the Town upon demand, or the Town may off-set the cost of the premiums against any monies due to the Contractor from the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

SECTION VI. CHANGE ORDERS OR EXTENSIONS

The Town may, from time to time, require changes in the scope of the services the Contractor performs. All changes in service shall be incorporated in written Change Orders to this Agreement, including any changes in the increase or decrease of the amount of the Contractor's compensation. All Change Orders shall be mutually agreed upon by and between the Town and the Contractor.

SECTION VII. CHARTER, LAWS AND ORDINANCES

During the term of this Agreement the Contractor agrees to observe all federal and state laws, the Town of Hudson's Ordinances and Charter, and all rules and regulations issued pursuant thereto, which in any manner affect or govern the services contemplated under this Agreement.

SECTION VIII. EQUAL EMPLOYMENT OPPORTUNITY

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall adhere to acceptable affirmative action guidelines in selecting employees. The Contractor shall ensure that the employees are treated, during employment, without regard to their race, color, religion, sex or national origin. The Contractor shall not discriminate when employing, upgrading, demoting, transferring, recruiting, terminating, compensating, or training an employee. This list is by way of example and not limitation. Furthermore, the Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. All solicitations or advertisements for employees placed by or on behalf of the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

D. The Contractor shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the Town, state and federal agencies may require.

E. The Contractor agrees to comply with such rules, regulations, and guidelines as the Town, the state, or federal agencies may issue to prevent discrimination based upon race, color, religion, sex or national origin.

SECTION IX. TERMINATION OF CONTRACT

A. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, agreements, or stipulations of this Agreement, or if the work is not being performed in accordance with the rules and regulations of the PUC, the Town shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date of termination.

B. The Contractor agrees to perform all services to the satisfaction of the Town. If, in the opinion of the Town, the Contractor's performance is unsatisfactory, the Town reserves the right to terminate this Agreement by giving fifteen (15) days' written notice to the Contractor of such termination.

C. If this Agreement is terminated for any reason, all finished or unfinished services, reports, or other material prepared by the Contractor under this Agreement shall, at the option of the Town, become its property.

SECTION X. MISCELLANEOUS

A. This Agreement consists of this Agreement, **Exhibit A** and such written addenda hereto as the parties subsequently agree shall be in effect.

B. The services contemplated under this Agreement shall not be assigned, sublet or transferred without the prior written consent of the Town.

C. Any notice required under this Agreement shall be sent to the parties as follows:

Attn: Town of Hudson
Attn: Town Manager
P.O. Box 351
Hudson, CO 80642

Contractor:

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D. The captions and headings in this Agreement are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of this Agreement.

E. This Agreement shall be construed under the laws of the State of Colorado.

F. If any of the terms of this Agreement are in conflict with any rule of law or statutory provision of the State of Colorado, then the terms of this Agreement which may conflict with such laws shall be deemed inoperative and null and void to the extent they may be in conflict therewith, but the remaining provisions of this Agreement shall remain in full force and effect.

G. **ILLEGAL ALIENS.**

1. Prohibited Acts. Contractor shall not:

a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

b. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

2. Verification.

a. Contractor has verified or attempted to verify through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the basic pilot program prior to entering into this Agreement, that Contractor shall apply to participate in the basic pilot program every three (3) months until Contractor is accepted or this Agreement has been completed, whichever is earlier.

b. Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

c. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

i. Notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (i) hereof, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

3. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

IN WITNESS WHEREOF, the Town of Hudson and the Contractor have caused this Agreement to be executed this _____ day of _____, 20_____.

TOWN OF HUDSON, COLORADO

By: _____
Laura Hargis, Mayor

ATTEST:

Charity Campfield, Town Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, Town Attorney

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CONTRACTOR

By: _____

Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS OF THE CONTRACTOR

A. Protection and Handling of Vehicles

It shall be the duty of the Contractor to protect all motor vehicles in its custody, and the Contractor shall be liable for any loss or damage caused by the negligence of its employees, agents, or servants. All vehicles must be towed in accordance with the manufacturer's specifications.

Vehicles to be stored by the Contractor shall be secured at the scene of the tow and removed directly to the Contractor's lot. The Contractor understands and agrees that the Town will not be responsible for any fees associated with storage of any vehicle on the Contractor's lot. The vehicle shall not be opened or tampered with while enroute. Upon arrival at the lot, entrance and access to the vehicle shall be limited to: wheel tie-down equipment removal, locking of transmission gear or only as required by the performance of legitimate business.

All personal property is to remain in the vehicle once the vehicle is in the custody of the towing agency and shall be secured inside that vehicle and be the responsibility of the towing agency while the vehicle is in their custody.

Vehicles towed as evidence will be delivered to a locked storage area located at the Contractor's place of business or any other location specified by the Town Chief of Police or his designee and will be accompanied by the Town Chief of Police or his designee until they are appropriately secured.

After any evidence processing has been completed, the Town will notify the owner to pick-up their vehicle. If the owner should fail to do so within seventy-two (72) hours, excluding weekends and holidays, the Town will request vehicle removal from the Town's lot by the Contractor to the Contractor's storage lot. All expenses incurred from the time the vehicle is picked-up at the Town's lot will be at the owner's expense. The expenses are, but are not limited to, towing, special equipment needs and/or storage. The failure of the owner to recover the vehicle at the Town's lot will cause the vehicle to be considered abandoned and will be treated as such by the Contractor from that time on.

The Contractor is required to store all other vehicles impounded during the term of the Contractor's Agreement with the Town until such vehicles are lawfully released, sold or disposed of as prescribed in Colo. Rev. Stat. § 42-4-1801 to 1815.

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TOWING CONTRACT #3 FINAL

B. Removing Debris

The Contractor's tow unit operator shall be required to remove all glass and debris deposited upon the roadway by the disabled vehicle that he has received authorization to tow. In addition, any grease or oil slick deposited on the roadway must be covered with dirt or a grease absorbing material. All spills shall be handled in accordance with all existing rules and regulations as prescribed by the E.P.A.

C. Property in Vehicles

The Contractor shall immediately notify the Town Chief of Police or his designee of the existence of any property of substantial value that is found in any vehicle towed at the request of the Town Chief of Police or his designee. Substantial value for the purposes of this paragraph shall be property estimated by the Contractor to be in excess of four hundred dollars (\$400.00) in value. After said notification, the Contractor will request that the Town Chief of Police or his designee be dispatched to take custody of any such property. All other property of little or no value left inside abandoned vehicles may be disposed of at the discretion of the Contractor after the abandoned vehicle process is completed and said vehicle is available for sale or destruction.

D. Suspected Criminal Activity

Tow operators and their dispatchers, acting in the course of their duties as defined by this document, shall immediately inform the Town Chief of Police or his designee whenever they observe or learn about any activity of a suspected criminal nature or any other circumstance that reasonably appears to require police action.

E. Response Time

If a tow unit is unable to respond within forty-five (45) minutes to any official request from the Town for any reason, the Contractor shall so inform the requesting Town department and will state the reason for the inability to respond to the request and the estimated response time. If deemed necessary by the requesting department or the Contractor, a call to another tow company to respond to that tow may be initiated. The Contractor shall bear any and all additional costs related to the hiring and use of another firm's tow unit(s) if that firm is outside of those contracted by the Town and under this same contract. It is the responsibility of the Contractor to arrange for the use of another firm's tow unit(s) for any emergency situation that causes the Contractor to be unable to respond to the Town's request for services. If employing another tow service is caused by the failure of the Contractor to maintain the required number of operating tow units as stated in this document (Section "L"), the Contractor shall bear any and all additional expense of hiring another firm's tow units. Such an occurrence could cause cancellation of the towing

services unless the Town receives a written report detailing the mitigating circumstances and accepts the reasons therein. Any vehicle towed by any other towing company for the Contractor shall be stored at the Contractor's cost.

F. Business Hours

The Contractor's lot shall be open, at a minimum, from 8:30 a.m. to 4:30 p.m., Monday through Friday, to release vehicles to those persons authorized to receive them. An after hours' release shall be at the discretion of the Contractor, unless a release is specifically requested by the Town Chief of Police or his designee. The Contractor is entitled to take holidays in accordance with the Town's holiday schedule; however, the Contractor is responsible for providing twenty-four (24) hour, seven (7) day-a-week towing service for the Town in emergencies and as deemed necessary by the Town Chief of Police or his designee. Releases of vehicles shall be done by appointment, whether during normal lot hours, or after hours and on weekends.

G. Fee Collection

The Contractor shall collect fees for the towing and storage of vehicles requested to be impounded by the Town, however, the Town shall not be responsible for the payment of any fees associated with vehicle storage on the Contractor's lot. The fees collected shall be in the amounts set forth in the Agreement.

The amounts shown in the Agreement shall be firm for a period of one (1) year. All fees will be collected at the Contractor's office.

No fees shall be accepted by the Contractor on any vehicle impounded by the Town Chief of Police or his designee unless proper written authorization for release has been obtained for the vehicle.

H. Rates and Charges

Each month the Town Chief of Police or his designee shall transfer to the Contractor a sum calculated according to the charges set forth in the Agreement and contracted to, for services performed by the Contractor for the Town of Hudson.

Any motor vehicle ordered to be held pending investigation by the Town Chief of Police or his designee or other law enforcement agency shall accrue no storage fees chargeable to the Town during the period for which the vehicle is held. Towing charges on vehicles held pending investigation shall be paid by the vehicle owner or other person authorized to

receive the vehicle unless the Town Chief of Police or his designee determines that these charges should be paid by the Town.

I. Disposal of Abandoned Vehicles

Vehicle disposal by the Contractor will be accomplished in the manner set forth by state statutes on the required Report of Abandoned Vehicle Form prescribed and supplied by the Colorado Department of Revenue.

J. Service Log

A log of all services performed for the Town shall be maintained at the office of the Contractor and shall be available for inspection by Town personnel during normal business hours as per PUC. For each Town tow service, the log shall contain the following minimums:

1. Date of activity;
2. Time;
3. Location;
4. Vehicle/item description (make, model, year, color(s), license number or VIN);
5. Disposition of vehicle/item;
6. Total towing charges; and
7. Name of tow truck operator and tow truck number.

K. Storage Lot

The Contractor's storage lot shall be within a twenty-five (25) mile radius of the Town of Hudson.

The Contractor shall provide sufficient lot space to accommodate a minimum of thirty (30) towed vehicles per month. The lot shall be equipped with appropriate locks and sufficient lighting to ensure the security of the vehicles towed at the Town's request.

L. Towing Unit Requirements

The Contractor shall have at least two (2) towing vehicles, including one operable four-wheel drive vehicle, in their fleet of vehicles. Subcontractors may not be used to meet this minimum requirement.

A heavy-duty towing unit will be used whenever a vehicle to be towed has three (3) or more axles or has a gross weight in excess of ten thousand (10,000) pounds. A heavy-duty

tow unit may also be requested by the Town Chief of Police or his designee if he feels a heavy-duty tow is warranted. The Contractor with this capability will be given these tows. If more than one (1) Contractor has this capability, these types of tows will be rotated between them.

Towing units will be required to safely tow vehicles in accordance with normally accepted towing procedures.

Minimum towing vehicle requirements are dolly and winching capabilities, as promulgated by the PUC, as those requirements may be amended.

Each tow vehicle must carry adequate supplies to accomplish debris removal (Section "B").

The Contractor must be able to return vehicles to an upright towable position, safely, for removal in a reasonable amount of time.