



APPLICATION FOR LAND USE

Municipal Code 16-8(c)

PO Box 351
50 S Beech Street
Hudson, CO 80642

Phone: 303-536-9311
Fax: 303-536-4753
info@hudsoncolorado.org

Project Name: _____

Type of Application		
Annexation <input type="checkbox"/>	Initial Zoning <input type="checkbox"/>	Subdivision Sketch Plan <input type="checkbox"/>
Subdivision Prelim. Plan <input type="checkbox"/>	Final Plat <input type="checkbox"/>	Minor Subdivision <input checked="" type="checkbox"/>
Replat, Vacation, Minor Amendment <input type="checkbox"/>	Zoning Map Amendment <input type="checkbox"/>	Preliminary PUD Plan <input type="checkbox"/>
Final PUD Plan <input type="checkbox"/>	Zoning Variance <input type="checkbox"/>	Site Plan <input checked="" type="checkbox"/>
Use By Special Review <input type="checkbox"/>	Other: <input type="checkbox"/>	

Applicant's Full Name: Kevin Lovelace, P.E.

Applicant Address: 1765 West 121st Avenue, Suite 300, Westminster, CO 80234

Applicant Phone: 303-858-2347 Applicant Email: klovelace@lja.com

Mailing Address: 1765 West 121st Avenue, Suite 300, Westminster, CO 80234

Owner's Full Name: Ryan Carlson

Owner Address: P.O. Box 247, East Lake, Colorado, 80614

Owner Phone: 303-890-0603 Owner Email: ryancarlson@carlsonland.net

Mailing Address: P.O. Box 247, East Lake, Colorado, 80614

Property Address/Location: 91 E. Bison Highway, Hudson, CO 80614

Current Zoning: C-1 Proposed Zoning: N/A

Current Land Use: Vacant (historically a lagoon site)

Proposed Land Use: : Commercial

By signing below applicant states, under penalty of perjury that, to the best of the applicant's knowledge, the foregoing is true, correct, and complete.

Signature:  Date: 4/24/2024

FOR OFFICE USE ONLY

Permit #: _____
Date Received: _____
Amount Due: _____
Fee Paid: ☐ Staff Initials: _____

Notes: _____

CHARGE BACK AGREEMENT

THIS CHARGE BACK AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the TOWN OF HUDSON, a Colorado municipal corporation (the "Town"), and _____, (the "Owner/Developer").

WHEREAS, Section 16-8 of the Town of Hudson Municipal Code requires that the Town be reimbursed for the cost of time spent for engineering, planning, surveying, inspection, hydrological and legal services in reviewing development proposals, plus fifteen percent (15%) for administrative costs (hereafter "Consultants' Time");

WHEREAS, this obligation to reimburse the Town for Consultants' Time is triggered by the filing of a land use application, and exists regardless of whether the project is approved, completed, and/or regardless of whether the Owner/Developer chooses to complete the Town's land review process as a whole; and

WHEREAS, the Town and the Owner/Developer desire to enter into this Agreement prior to the filing of a formal application, consistent with the provisions of Section 16-8 of the Hudson Municipal Code, to determine the feasibility of the potential annexation and zoning of Owner/Developer's property to the Town, and therefore desire to memorialize the obligation by the Owner/Developer to the Town to reimburse the Town for all Consultants' Time as set forth in Section 16-8(c) of the Town of Hudson Municipal Code.

NOW, THEREFORE, in consideration of the recitals and mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Owner/Developer agree as follows:

1) Reimbursement. Owner/Developer agrees to reimburse the Town, regardless of completion of the Owner/Developer's project, regardless of approval of the Owner/Developer's project, and/or regardless of whether the Town's land review process as a whole is completed, for all Consultants' Time, as set forth in Section 16-8(c) of the Town of Hudson Municipal Code, for all such costs incurred by the Town which are incurred as a result of, or which are otherwise related to, Owner/Developer's land use submission and its subsequent review.

2. Process for Reimbursement.

- (a) Estimate of Costs. Prior to any work being commenced by the Town's Consultants hereunder, the Town shall provide the Owner/Developer an estimate of costs (the "Estimate"), indicating the estimated costs.
- (b) Deposit. Owner/Developer shall then provide a cash deposit in the amount of the Estimate, which funds shall be used to reimburse the Town as set forth herein for the Consultants' Time.
- (c) The Town shall send the Owner/Developer an invoice showing the costs charged to the account for that month and the balance. If there is an outstanding balance owed by the Owner/Developer, the Town will bill the Owner/Developer for that amount. Payment shall be within fifteen (15) days of the date of the invoice from the Town.

- (d) After a final decision has been made on the application, or the application has been withdrawn, or there is no further work required hereunder, and reimbursement has been made for all of Consultants' Time, any funds remaining from the deposit shall be refunded to the Owner/Developer.
- (e) When the cash deposit is 85% exhausted, and the application is still pending, an additional cash deposit will be required.

3. Remedies. In the event Owner/Developer fails to reimburse the Town for all Consultants' Time, as set forth in Section 16-8(c), the Town shall have the following remedies:

- (a) The termination of the review process if payment is not made in full within thirty (30) days of the issuance of the statement indicating the actual cost of Consultants' Time;
- (b) The imposition of interest on the amount due and outstanding at the rate of one and one-half of one percent (1.5%) per month from the date when due; and
- (c) The initiation of an enforcement action for nonpayment of Consultants' Time in Weld County, Colorado to collect unpaid fees.

4. Severability. If any provision of this Agreement is invalid, illegal or unenforceable, such provision shall be severable from the rest of this Agreement, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

5. Governing Law. This Agreement shall be governed by and construed in all respects according to the laws of the State of Colorado.

6. Headings. Headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

7. Modifications. No amendments to or modifications of this Agreement shall be made or be deemed to have been made, unless such amendments or modifications are made in writing and executed by the party to be bound thereby.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Signature page follows.

TOWN OF HUDSON, COLORADO

By: _____,
Town Manager

ATTEST:

Linda Blackston, Town Clerk

OWNER/DEVELOPER

By: _____

ATTEST:

Title Date