

**AGENDA  
TOWN OF HUDSON - BOARD OF TRUSTEES  
REGULAR MEETING  
May 6, 2015 - 6:00 P.M.**

**PLEDGE OF ALLEGIANCE**

**CALL TO ORDER AND ROLL CALL**

**ADDITIONS TO AGENDA**

**CITIZEN'S COMMENTS**

**1) CONSENT AGENDA**

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

- a. Board of Trustees Minutes – Regular Meeting, April 15, 2015
- b. Payment of Bills

**2) GENERAL BUSINESS**

- a. Ordinance No. 15-08, Second Reading, An Ordinance approving the contract for the sale of Lot 3, Bison Highway Minor Subdivision
- b. Ordinance No. 15-09, First Reading, Overweight Vehicle Fleet Permits
- c. Letter of Intent to sell Lot 7A, Hudson Industrial Park
- d. Planning Commission application – William Pyfer
- e. Well repairs, LFH#3, Fishing Pond

**3) STAFF REPORTS**

**4) ADJOURNMENT**

**Work Session – Architect interviews**

MINUTES  
TOWN OF HUDSON - BOARD OF TRUSTEES  
REGULAR MEETING  
April 15, 2015 - 6:00 P.M.

PLEDGE OF ALLEGIANCE

CALL TO ORDER AND ROLL CALL

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

ROLL CALL

Mayor, Raymond Patch - Present  
Trustee, Ed Rossi - Present  
Trustee, Matt Cole – Present  
Trustee, Laura Hargis - Present  
Trustee, Christine Hamilton – Present  
Trustee, Tiffany Sanders – Absent  
Trustee, Terri Davis – Present

Town Clerk/Treasurer, Linnette Barker took roll call, and a quorum of the Mayor and (5) Trustees were present.

Town Staff Present:

Town Administrator – Joe Racine  
Town Attorney – Corey Hoffmann  
Town Clerk//Treasurer – Linnette Barker  
Economic Development Director – Dan Hamsmith  
Public Works Director – Ron Allen  
Utility Director – Hunter Fobare

ADDITIONS TO AGENDA

CITIZEN'S COMMENTS

Heidi Humes, representative for the Hudson Academy of Arts & Sciences 5<sup>th</sup> Grade Class, requested a donation for the fifth Grade Continuation BBQ. The BBQ will be held at the school on the day of the 5<sup>th</sup> grade Field Day, May 18, 2015.

Trustee Hargis made a motion, seconded by Trustee Rossi to donate \$200.00 to the fifth Grade Class for the Continuation BBQ.

The vote was as follows:

Aye: Trustees Hargis, Rossi, Cole, Hamilton, Davis and Mayor Patch

Nay - None

Mayor Patch declared the motion carried.

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 Board member 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. Board of Trustees Minutes, Regular Meeting, April 1, 2015
- b. Payment of Bills

Trustee Rossi made a motion, seconded by Trustee Hargis to approve the Consent Agenda.

The vote was as follows:

Aye: Trustees Rossi, Hargis, Cole, Davis, Hamilton and Mayor Patch

Nay - None

Mayor Patch declared the motion carried.

## 2) **GENERAL BUSINESS**

- a. Ordinance No. 15-07, Second Reading, An Ordinance approving a lease purchase agreement for water meters and authorizing the execution of documents related thereto.

Trustee Rossi made a motion, seconded by Trustee Hargis to approve Ordinance No. 15-07, Second Reading, an Ordinance approving a lease purchase agreement for water meters and authorizing the execution of documents related thereto.

The vote was as follows:

Aye: Trustees Rossi, Hargis, Davis, Cole, Hamilton and Mayor Patch

Nay - None

Mayor Patch declared the motion carried.

- b. Discussion – CR 49 Maintenance

Joe Racine, Town Administrator, reported that Weld County is planning to expand CR 49 to a 5 lane roadway in 2018 or 2019. In the meantime, the road is in need of repairs this year.

Ron Allen, Public Works Director, reported that he hopes to have reports back for the next meeting from Companies to repair the road.

- c. Ordinance 15-08, An Ordinance approving the contract for the sale of Lot 3, Bison Highway Minor Subdivision

Corey Hoffmann, Town Attorney, reported that this contract for the sale of Lot 3, Bison Highway Minor Subdivision is for the sale of property that is no longer needed for governmental use.

Trustee Hargis made a motion, seconded by Trustee Cole to approve Ordinance 15-08, First Reading, and an Ordinance approving the contract for the sale of Lot 3, Bison Highway Minor Subdivision.

The vote was as follows:

Aye: Trustees Hargis, Cole, Hamilton, Davis, Rossi and Mayor Patch

Nay - None

Mayor Patch declared the motion carried.

d. Change Order #6, Public Works Facility

Joe Racine, Town Administrator, reported that the change order, as requested by the contractor, is due to the soils at the new public works facility site. Additional concrete and steel for the foundation and floor are required. Change Order #6 is for \$22,799.34 for concrete and re-enforcing steel for the foundation and floor in excess of the bid.

Trustee Rossi made a motion, seconded by Trustee Hargis to approve change order #6 for the Public Works Facility for \$22,799.34.

The vote was as follows:

Aye: Trustees Rossi, Hargis, Cole, Hamilton, Davis and Mayor Patch

Nay - None

Mayor Patch declared the motion carried.

**4) STAFF REPORTS**

Joe Racine, Town Administrator, reported that the auditors have recommended an amendment to the Personnel Policy to change the payroll from semi-monthly to bi-weekly payroll and pay every other week with one week in arrears. The new system should be implemented in August.

Joe Racine, Town Administrator, reported that we have not received a site plan for the Wu Property. The tenant has offered to prepare a site plan.

Joe Racine, Town Administrator, reported that he will be working on a Ordinance for a fleet permit for overweight vehicles. The fee would be \$1,500.00 plus \$25.00 per vehicle for a annual fleet permit, as provided by statute.

Joe Racine, Town Administrator, reported that he would like to start preparing plans for a new Town Hall in order to apply for a Energy Impact Grant this December. The Board of Trustee consensus was to begin the preliminary work selecting a architect for a cost estimate and concept for a Town Hall.

Ron Allen, Public Works Director, reported that he would like to purchase trash cans for downtown that are similar to the planters, the cost for four trash cans would be around \$3,500.00. The Board of Trustee consensus was to purchase the trashcans.

Ron Allen, Public Works Director, reported that they installed a irrigation system and planted flowers at the Veterans Memorial. The dock for the fishing pond should be installed next week.

Hunter Fobare, Utility Director, reported that the pumps for the water booster station and the wastewater treatment plant have been ordered and should be delivered in 3-4 weeks.

Dan Hamsmith, Economic Development Director, provided documentation for weather alerts. The Tornado Siren can be heard for about a 1-mile radius. The Weld County Office of Emergency Services website includes several emergency notification systems. An additional siren would cost around \$23,000.00.

Dan Hamsmith, Economic Development Director, reported that the Animal Clinic is scheduled for April 18, 2015, Earth Day Event with the Hudson Academy of Arts & Sciences is scheduled for April 22, 2015, the Fishing Derby is scheduled for April 25, 2015 and Clean-up Days is scheduled for May 15<sup>th</sup> & 16<sup>th</sup>.

Linnette Barker, Town Clerk/Treasurer, reported that the 2015 first Quarter Financial Statements were emailed. The 2014 Audit has been completed and the report should be completed in the next couple of months.

Mayor Patch reported that the Weld County Sheriff hourly charges will be increasing over the next couple of years possibly double.

**ADJOURNMENT**

The meeting adjourned at approximately 7:15p.m.

TOWN OF HUDSON, COLORADO

\_\_\_\_\_  
Mayor

ATTEST

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

## Report Criteria:

Report type: GL detail

Check.Type = {&lt;-} "Adjustment"

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
04/16/2015	50568	53	Farm & Home Lumber	4993	New PW Shop - Building Front Material	22-71-7713	9,600.00
Total 50568:							9,600.00
04/16/2015	50569	53	Farm & Home Lumber	5358	New PW Shop - Plumbing	22-71-7713	7,647.50
Total 50569:							7,647.50
04/16/2015	50570	1224	Hudson Academy of Arts & Scien	041515	Donation for School BBQ	10-61-6510	200.00
Total 50570:							200.00
04/16/2015	50571	53	Farm & Home Lumber	5365	New PW Shop - Foundation	22-71-7713	36,881.34
04/16/2015	50571	53	Farm & Home Lumber	5365	5% Retainage - New PW Shop - Foundation	22-71-7713	1,844.06
Total 50571:							35,037.28
04/22/2015	50572	1226	C&C Contractors LLC	022415-1019	Installation of Dock, Fabrication and materials for hand rails	60-69-7712	5,685.00
Total 50572:							5,685.00
04/22/2015	50573	1225	Mile High Docks	031615	Fishing Pond Dock	60-69-7712	12,230.00
Total 50573:							12,230.00
04/27/2015	50574	1227	Melvin Maul	042715	Quitclaim Deed - 10' Alley	21-71-7713	1,620.00
Total 50574:							1,620.00
04/30/2015	50579	27	United States Postal Service	043015	Utility Billing Postage	70-64-6722	69.02
04/30/2015	50579	27	United States Postal Service	043015	Utility Billing Postage	75-64-6722	69.02
Total 50579:							138.04
04/30/2015	50580	1103	Ablao Law LLC	645	Judicial Services - April 2015 Court	10-62-6633	300.00
Total 50580:							300.00
04/30/2015	50581	346	American Planning Assocation	008992-1545	APA and AICP Membership	10-64-6211	524.00
Total 50581:							524.00
04/30/2015	50582	886	At Your Service Electric	1597	Check Pond Well	10-69-6633	239.78
Total 50582:							239.78
04/30/2015	50583	45	AT&T	040415-0202	Long Distance Service	10-64-6410	106.90
04/30/2015	50583	45	AT&T	040415-0202	Long Distance Service	10-68-6410	53.45
04/30/2015	50583	45	AT&T	040415-0202	Long Distance Service	70-64-6410	53.45
04/30/2015	50583	45	AT&T	040415-0202	Long Distance Service	70-68-6410	53.45

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 50583:							267.25
04/30/2015	50584	2	Atmos Energy	041315-3014	Natural Gas Utility - 557 Ash Street	10-64-6412	42.57
04/30/2015	50584	2	Atmos Energy	041315-3014	Natural Gas Utility - 557 Ash Street	70-64-6412	42.57
04/30/2015	50584	2	Atmos Energy	041315-3014	Natural Gas Utilities - 509 Cherry Street	10-68-6412	121.04
Total 50584:							206.18
04/30/2015	50585	1104	Bomgaars	041615-58-0	Boot Brush	10-68-6735	29.99
04/30/2015	50585	1104	Bomgaars	041615-58-0	Parks Sprayer Repair	10-69-6633	23.55
Total 50585:							53.54
04/30/2015	50586	683	Bratton's Office Equipment Inc.	30163645	Canon Contract	10-64-6633	30.00
04/30/2015	50586	683	Bratton's Office Equipment Inc.	30163646	Canon Contract / Meter Charge	10-64-6633	648.83
Total 50586:							678.83
04/30/2015	50587	52	Cardmember Service	042115-0838	Easter Egg Hunt and Fishing Derby Items	10-69-6730	52.10
Total 50587:							52.10
04/30/2015	50588	30	Century Link	040715-303-	Telephone Service - 303-536-4003	75-68-6410	99.56
04/30/2015	50588	30	Century Link	040715-303-	Telephone Service - 303-536-4753	10-64-6410	63.14
04/30/2015	50588	30	Century Link	040715-303-	Telephone Service - 303-536-9311	10-64-6410	78.82
04/30/2015	50588	30	Century Link	040715-303-	Telephone Service - 303-536-9311	70-64-6410	78.81
04/30/2015	50588	30	Century Link	040715-303-	Telephone Service - 303-536-9365	70-68-6410	52.43
Total 50588:							372.76
04/30/2015	50589	1069	CMCA	050815	Election Classes - Linnette and Becky	10-64-6210	50.00
Total 50589:							50.00
04/30/2015	50590	36	Colorado Analytical Laboratories I	150331028	Wastewater Samples	75-68-6633	111.60
04/30/2015	50590	36	Colorado Analytical Laboratories I	150403038	Wastewater Samples	75-68-6633	16.20
04/30/2015	50590	36	Colorado Analytical Laboratories I	150407101	Water Samples	70-68-6633	39.40
04/30/2015	50590	36	Colorado Analytical Laboratories I	150407114	Wastewater Samples	75-68-6633	242.10
04/30/2015	50590	36	Colorado Analytical Laboratories I	150409075	Water Samples	70-68-6633	180.00
04/30/2015	50590	36	Colorado Analytical Laboratories I	150414066	Wastewater Samples	75-68-6633	111.60
Total 50590:							700.90
04/30/2015	50591	836	Colorado Water Well Pump Svc &	15213	Diagnose Well - Pond	10-69-6633	617.50
Total 50591:							617.50
04/30/2015	50592	890	CPS Distributors Inc.	2063039-00	Irrigation for Pond	10-69-6710	2,257.93
04/30/2015	50592	890	CPS Distributors Inc.	2063057-00	Irrigation for Pond	10-69-6710	2,885.14
04/30/2015	50592	890	CPS Distributors Inc.	2064919-00	Sod Pavers for Pond Upgrades	60-69-7712	24,773.40
04/30/2015	50592	890	CPS Distributors Inc.	2066973-00	Irrigation for Memorial	10-69-6710	153.56

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 50592:							30,070.03
04/30/2015	50593	578	Cummins Rocky Mountain	001-73625	Industrial Park Gen Set Service	70-68-6633	869.60
04/30/2015	50593	578	Cummins Rocky Mountain	001-73634	Gen Set Service - RO Building	70-68-6633	641.15
04/30/2015	50593	578	Cummins Rocky Mountain	001-73700	Sparbo Gen Set Service	70-68-6633	736.86
04/30/2015	50593	578	Cummins Rocky Mountain	001-73974	Town Hall Gen Set Service	10-68-6633	502.25
04/30/2015	50593	578	Cummins Rocky Mountain	001-73977	WLS Gen Set Service	75-68-6633	641.15
04/30/2015	50593	578	Cummins Rocky Mountain	001-73981	WWTP Gen Set Maintenance	75-68-6633	1,017.80
Total 50593:							4,408.81
04/30/2015	50594	1228	Denver Industrial Pumps Inc.	74606	Pump Repair	75-68-6652	815.00
Total 50594:							815.00
04/30/2015	50595	54	Fort Lupton City of	FIN2015101	O&M for Joint Water Treatment Facility	70-68-6515	5,776.35
Total 50595:							5,776.35
04/30/2015	50596	396	Gator Rubbish	288484	Trash Service - 258 5th Avenue	10-68-6633	48.00
04/30/2015	50596	396	Gator Rubbish	288527	Trash Service - 509 Cherry Street	10-68-6633	48.00
04/30/2015	50596	396	Gator Rubbish	289553	Trash Service - 557 Ash Street	10-64-6633	38.00
04/30/2015	50596	396	Gator Rubbish	289559	Trash Service - WW Treatment Plant	75-68-6633	48.00
Total 50596:							182.00
04/30/2015	50597	1045	Green Mountain Lawn & Tree Car	148490	Tree Spraying	10-69-6633	117.50
04/30/2015	50597	1045	Green Mountain Lawn & Tree Car	148585	Weed Spraying	10-69-6633	100.00
04/30/2015	50597	1045	Green Mountain Lawn & Tree Car	148586	Weed Spraying	10-69-6633	85.00
Total 50597:							302.50
04/30/2015	50598	840	Ketterling Butherus & Norton Engi	5360	Engineering - Town	10-64-6640	1,860.75
04/30/2015	50598	840	Ketterling Butherus & Norton Engi	5360	Engineering - Library	23-71-6640	3,434.00
04/30/2015	50598	840	Ketterling Butherus & Norton Engi	5360	Engineering - Sewer	75-64-6640	364.00
04/30/2015	50598	840	Ketterling Butherus & Norton Engi	5360	Engineering - Water	70-68-6640	416.00
Total 50598:							6,074.75
04/30/2015	50599	1020	King Surveyors	138771	Hickory Street Surveying	10-65-6640	476.50
Total 50599:							476.50
04/30/2015	50600	868	Palizzi Farm	203957	Flowers for Memorial	60-64-7711	482.00
Total 50600:							482.00
04/30/2015	50601	1229	Plan Tools LLC	15-11	Planning Services	10-65-6633	2,500.00
Total 50601:							2,500.00
04/30/2015	50602	509	Quill Corporation	3380301	Office Supplies - Notebooks, Envelopes, Staple Remover	10-64-6710	57.89
04/30/2015	50602	509	Quill Corporation	3380301	Printer Ink - PW Department	10-68-6720	292.79
04/30/2015	50602	509	Quill Corporation	3380301	Coffee and Candy	10-64-6710	27.39

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
04/30/2015	50602	509	Quill Corporation	3447927	Candy for Meetings	10-61-6212	25.45
Total 50602:							403.52
04/30/2015	50603	1146	Rebecca Utecht	043015	Mileage - Bank Deposits	10-64-6213	41.40
04/30/2015	50603	1146	Rebecca Utecht	043015	Cell Phone - April 2015	10-64-6411	25.00
Total 50603:							66.40
04/30/2015	50604	49	SAFEbuilt Inc	0019800-IN	Code Enforcement Services - March 2015	10-66-6632	660.00
04/30/2015	50604	49	SAFEbuilt Inc	0019822-IN	Building Permit Fees	10-65-6642	112.50
Total 50604:							772.50
04/30/2015	50605	1230	Shauna Berkeyheiser	042015	Refund for Town Animal License	10-41-4113	3.00
Total 50605:							3.00
04/30/2015	50606	1182	Stephanie Fleming	042015	Restitution - 15-3123	10-42-4210	100.00
Total 50606:							100.00
04/30/2015	50607	896	Swanhorst & Company LLC	041715	Partial Billing on Audit - December 31, 2014	25-64-6632	680.00
04/30/2015	50607	896	Swanhorst & Company LLC	041715	Partial Billing on Audit - December 31, 2014	10-64-6632	3,060.00
04/30/2015	50607	896	Swanhorst & Company LLC	041715	Partial Billing on Audit - December 31, 2014	70-64-6632	1,530.00
04/30/2015	50607	896	Swanhorst & Company LLC	041715	Partial Billing on Audit - December 31, 2014	75-64-6632	1,530.00
Total 50607:							6,800.00
04/30/2015	50608	285	Town of Hudson	043015	Water & Sewer - 509 Cherry Street	10-68-6418	41.06
04/30/2015	50608	285	Town of Hudson	043015	Water & Sewer - 1175 6th Avenue	70-68-6418	5,627.73
04/30/2015	50608	285	Town of Hudson	043015	Water & Sewer - 650 Cherry Street	10-69-6418	1,633.18
04/30/2015	50608	285	Town of Hudson	043015	Water & Sewer - 258 5th Avenue	10-68-6418	44.75
04/30/2015	50608	285	Town of Hudson	043015	Water & Sewer - 557 Ash Street	10-64-6418	55.50
Total 50608:							7,402.22
04/30/2015	50609	131	Tribune The	4054003	ordinance Publishing - 15-07	10-64-6620	88.70
04/30/2015	50609	131	Tribune The	4054004	Ordinance Publishing - 15-04 - 2nd Reading	10-65-6620	26.82
04/30/2015	50609	131	Tribune The	4054005	Ordinance Publishing - 15-06	10-65-6620	25.98
04/30/2015	50609	131	Tribune The	4054006	Ordinance Publishing - 15-05	10-64-6620	25.98
Total 50609:							167.48
04/30/2015	50610	90	TZA Water Engineers Inc.	0414538.01-	Water Engineering Services	70-68-6640	517.00
Total 50610:							517.00
04/30/2015	50611	537	UMB Bank n.a.	041715	Limited Tax - General Obligation Bonds Series 2009	22-98-7621	52,751.26
04/30/2015	50611	537	UMB Bank n.a.	041715-2	Hudson Sales Tax - Revenue Bond Series 2009	23-98-7623	47,224.63

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 50611:							99,975.89
04/30/2015	50612	5	United Power	033015-1553	Electric - 557 Ash Street	10-64-6413	90.46
04/30/2015	50612	5	United Power	033015-1553	Electric - 557 Ash Street	70-64-6413	90.45
04/30/2015	50612	5	United Power	042415-1690	Electric - 21507 Hwy 52	75-68-6413	1,592.38
04/30/2015	50612	5	United Power	042415-8669	Electric - RO Plant - 1175 6th Street	70-68-6413	1,974.74
04/30/2015	50612	5	United Power	042415-9314	Electric - 5594 WCR 47	70-68-6413	409.54
Total 50612:							4,157.57
04/30/2015	50613	99	USA BlueBook	620953	Supplies	75-68-6710	47.25
04/30/2015	50613	99	USA BlueBook	620953	Supplies	70-68-6710	47.26
Total 50613:							94.51
04/30/2015	50614	1215	Veris Environmental	J001251	Sludge Hauling	75-68-6633	7,879.00
Total 50614:							7,879.00
04/30/2015	50615	536	Verizon Wireless	9743714660	Ops Cell Phone Service	10-68-6411	51.16
04/30/2015	50615	536	Verizon Wireless	9743714660	Admin Cell Phone Service	10-64-6411	8.42
04/30/2015	50615	536	Verizon Wireless	9743714660	Water Cell Phone Service	70-64-6411	8.50
04/30/2015	50615	536	Verizon Wireless	9743714660	Wastewater Cell Phone Service	75-68-6411	8.50
04/30/2015	50615	536	Verizon Wireless	9743714660	Police Cell Phone Service	10-66-6411	8.50
Total 50615:							85.08
04/30/2015	50616	293	Virulent Solutions Inc.	H150421	Computer, Server Updates and Maintenance	10-64-6633	760.00
Total 50616:							760.00
04/30/2015	50617	13	Weld County Sheriff's Office	041415	Weld County Sheriff's Patrol Time	10-66-6632	17,221.54
Total 50617:							17,221.54
05/01/2015	50618	1116	Raymond Patch	043015	Mileage - Meetings	10-61-6213	57.50
Total 50618:							57.50
05/01/2015	50619	92	Asphalt by Chavez	042715	Drainage Improvements	60-64-7711	12,430.00
Total 50619:							12,430.00
Grand Totals:							286,201.81

Report Criteria:

Report type: GL detail

Check.Type = {<>} "Adjustment"

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**MEMORANDUM**

**2.a.**

**To:** Board of Trustees  
**From:** Joe Racine, Town Administrator  
**Date:** May 6, 2015  
**Subject:** Ordinance No. 15-08, Second Reading, Ratifying Sale of Lot 3, Bison Highway Minor Subdivision

**Attachment**

The attached Ordinance No. 15-08 is presented for consideration on second reading. The ordinance would ratify the sale of town-owned property, Lot 3 of the Bison Highway Minor Subdivision. The purchase agreement was approved by the Board on April 1<sup>st</sup>. Corey Hoffmann has suggested that the sale be ratified by ordinance as well.

ORDINANCE NO.

15-08  
Series of 2015

**TITLE: AN ORDINANCE APPROVING AND RATIFYING THE SALE OF  
TOWN-OWNED PROPERTY KNOWN AS LOT 3, BISON HIGHWAY  
MINOR SUBDIVISION**

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

Section 1. The Board of Trustees hereby approves and ratifies the sale of the Town-owned property known as Lot 3, Bison Highway Minor Subdivision (the "Property"), and authorizes the Mayor to execute any necessary documents regarding said sale.

Section 2. The Board of Trustees further finds pursuant to C.R.S. § 31-15-713(1)(b) that the Property can no longer be held for a valid governmental purpose, and thus the Town is authorized to sell the property pursuant to C.R.S. § 31-15-713(1)(b) "upon such terms and conditions as the governing body may determine."

Section 3. Safety Clause. The Town Board of Trustees 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 Board of Trustees further determines that the ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 4. 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 5. Effective Date. This Ordinance shall become effective thirty (30) days after final publication.

INTRODUCED, READ IN FULL, AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

TOWN OF HUDSON, COLORADO

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

ATTEST:

\_\_\_\_\_  
Linnette Barker, CMC, Town Clerk

PASSED ON SECOND AND FINAL READING this \_\_\_\_\_ day of \_\_\_\_\_, 2015, AND ORDERED PUBLISHED ONCE IN FULL.

TOWN OF HUDSON, COLORADO

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

ATTEST:

\_\_\_\_\_  
Linnette Barker, CMC, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Corey Y. Hoffmann, Town Attorney

**MEMORANDUM**

**2.b.**

**To:** Board of Trustees  
**From:** Joe Racine, Town Administrator  
**Date:** May 6, 2015  
**Subject:** Ordinance No. 15-09, First Reading, Overweight vehicles, fleet permits

**Attachment**

The attached Ordinance No. 15-09 is presented for consideration on first reading. The ordinance would amend the Town's overweight vehicle permit requirements to provide a new category of permit for fleets of vehicles. "Overweight" is defined as exceeding the State's weight limits, i.e., if a state permit is required then a town permit would also be required if the overweight vehicle is proposed to travel on town-owned streets.

This issue was recently raised by Haliburton. They have a large fleet of vehicles, and do not know exactly which vehicles will be using town streets or how often. Statute provides for annual fleet permits with a specified permit rate of a flat \$1,500 plus \$25 per vehicle. With a fleet permit the entire fleet of a company would be permitted to use town streets for overweight vehicles. The permit would be good for one year from the date of issuance.

If approved, the staff will work out the permit details, including a list of identifying numbers that would show the vehicles included in the permit. Proceeds from permits help offset the some of the cost of maintenance and repairs on affected streets, including the one-mile portion of CR49 that is in Hudson.

ORDINANCE NO.

15-09  
Series of 2015

**TITLE: A BILL FOR AN ORDINANCE AMENDING ARTICLE 3.5 OF CHAPTER 8 OF THE HUDSON MUNICIPAL CODE ADOPTING A FLEET PERMIT FOR OVERWEIGHT VEHICLES**

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

Section 1. Section 8-35(f) of the Hudson Municipal Code is amended to read as follows:

(f) The Town Administrator or his or her designee shall charge permit fees as follows:

1. Annual permit, four hundred dollars (\$400);
2. Daily permit, two hundred dollars (\$200);
3. Single-trip permit, fifteen dollars (\$15), plus five dollars (\$5) per axle.
4. Annual fleet permit, one thousand five hundred dollars (\$1,500) plus twenty-five (\$25) per vehicle included in the permit. For the purposes of this Subsection, *fleet* means any group of two (2) or more vehicles owned or operated by one (1) person or company.

Section 2. Safety Clause. The Town Board of Trustees 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 Board of Trustees 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 thirty (30) days after final publication.

INTRODUCED, READ IN FULL, AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

TOWN OF HUDSON, COLORADO

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

ATTEST:

\_\_\_\_\_  
Linnette Barker, CMC, Town Clerk

PASSED ON SECOND AND FINAL READING this \_\_\_\_\_ day of \_\_\_\_\_, 2015, AND ORDERED PUBLISHED ONCE IN FULL.

TOWN OF HUDSON, COLORADO

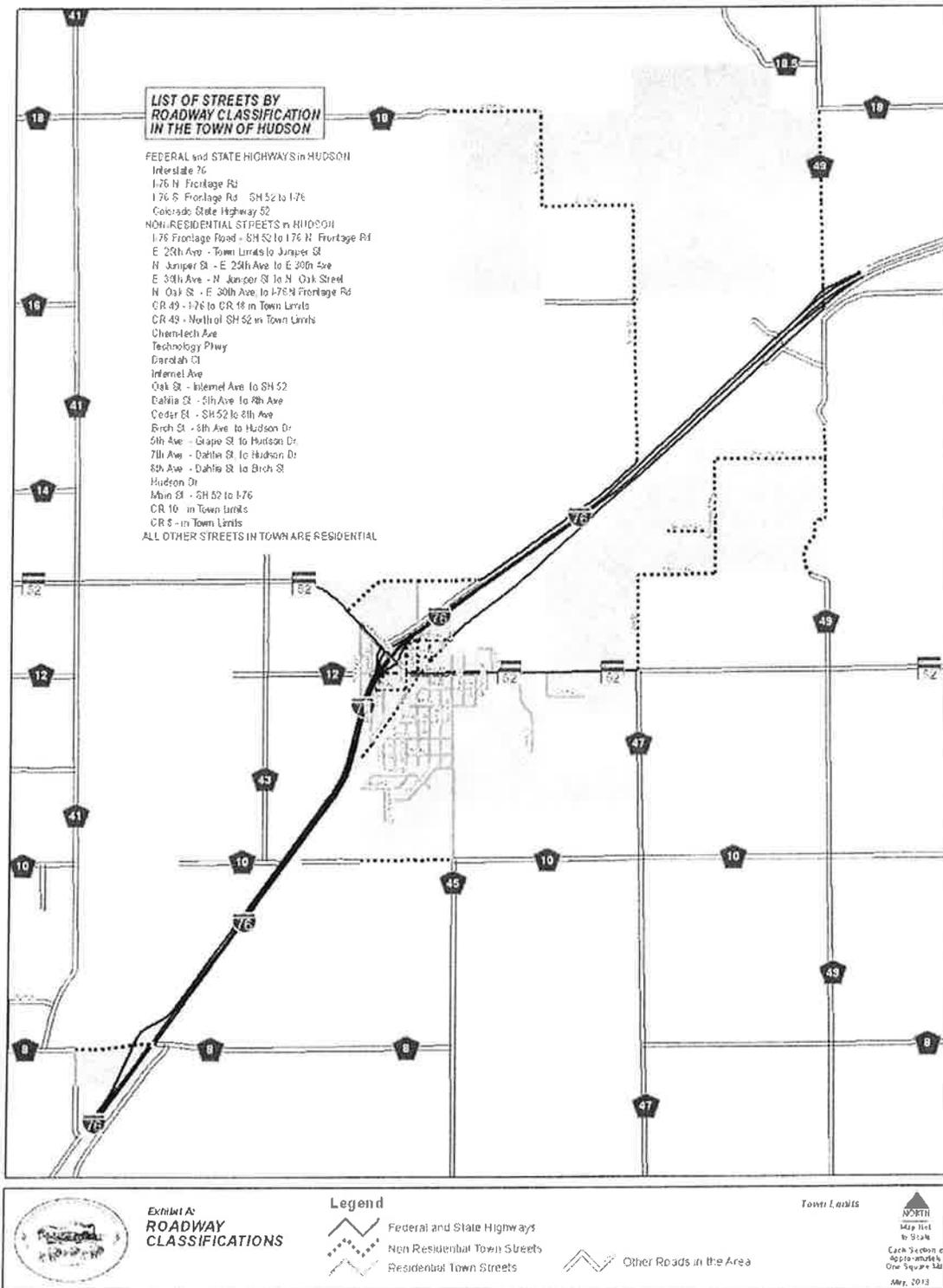
\_\_\_\_\_  
Raymond Patch, Mayor

ATTEST:

\_\_\_\_\_  
Linnette Barker, CMC, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Corey Y. Hoffmann, Town Attorney



## MEMORANDUM

2.c.

**To:** Board of Trustees  
**From:** Joe Racine, Town Administrator  
**Date:** May 6, 2015  
**Subject:** Letter of Intent, sale of Lot 7A, Hudson Industrial Park

### **Attachment**

We have received a Letter of Intent from BNSF Railroad for the purchase of a five acre parcel of town-owned land, described as Lot 7A in the Hudson Industrial Park. The vacant property, located on Chem-Tech Avenue east of Chemical & Metal Industries, was originally acquired with the development as a possible site for a wastewater treatment plant.

BNSF acquired about 150 acres of the Hudson Industrial Park in 2010, and has not moved ahead with any improvements on the site. However, they have indicated an interest in making the property available for rail-served industrial development.

The Letter of Intent is not a purchase/sale agreement. It is, rather, an indication that the parties are interested in moving toward the eventual sale and what the terms of that sale would be. The proposed purchase price is \$250,000.

If approved by the Board I will sign and return the Letter to BNSF, along with an expression of our willingness to move ahead with drafting of a purchase/sale agreement.



James A. Ball  
Senior Manager Real Estate  
Corporate Real Estate Development

BNSF Railway Company  
P.O. Box 961050  
Fort Worth TX 76161  
2500 Lou Menk Drive  
Fort Worth TX 76131-2828  
Telephone 817-352-6459  
Fax 817-352-7797

April 14, 2015

Joe Racine  
Town Administrator  
557 Ash Street  
Hudson, CO 80642

**Re: Hudson Industrial Park Lot 7A**

Dear Mr. Racine:

The purpose of this letter is to express the basic terms and conditions by which BNSF Railway Company or one of its affiliates ("**Buyer**") is interested in purchasing the Property (defined below) from the Town of Hudson ("**Seller**").

1. PURCHASE PRICE: \$250,000.00, all cash at closing, subject to prorations provided for in the Purchase Agreement.
2. PROPERTY: Collectively, the properties referenced above described/depicted on Exhibit A, together with all improvements, leases, personal property, etc. pertaining to such property.
3. PURCHASE AGREEMENT: This Letter of Intent is merely an expression of the current state of negotiations outlining only certain general terms that might be included a purchase agreement and other essential terms remain to be negotiated. This Letter of Intent is non-binding and neither this Letter of Intent nor any course of dealing shall create any contractual obligations, except as set forth in Paragraphs 13 and 14 below which are binding upon Seller. The obligations of the Buyer to acquire and the Seller to sell the Property are subject to negotiation and execution of a purchase agreement and other appropriate documentation for the transaction. Buyer's standard purchase agreement will be forwarded to Seller promptly following acceptance of this letter.
4. EARNEST MONEY: Within five days after the date the Purchase Agreement is fully executed, Buyer will deposit with Escrow Agent cash in the amount of \$10,000.00 as the earnest money. The Earnest Money shall be refundable until the expiration of the Inspection Period and as otherwise set forth in the Purchase Agreement.

5. TAX DEFERRED EXCHANGE: Buyer shall have the right to assign its rights under the Purchase Agreement to a qualified intermediary in connection with a tax-deferred exchange under Section 1031 of the Internal Revenue Code.
6. INSPECTION PERIOD: Buyer shall have one-hundred twenty (120) days subject to one ninety (90) day extension from the later of (a) the date the Purchase Agreement is fully executed, or (b) the date all of the Seller Deliveries have been delivered to Buyer (the "**Inspection Period**") to inspect the physical and environmental condition, status of permits, zoning and other governmental approvals, utility availability, condition of title and survey matters and other matters relating to the Property and to perform such other due diligence with respect to the Property as Buyer desires. During such time, Buyer and Buyer's agents, employees and consultants shall have access to the Property at reasonable times scheduled with Seller to make a physical inspection of the Property and to terminate the transaction for any reason or no reason. Unless Buyer terminates the Agreement prior to the end of the Inspection Period, the Earnest Money will be non-refundable except for Seller defaults and as otherwise set forth in the Purchase Agreement. Within 10 days after execution of this letter of intent by Seller, Seller will forward to Buyer a package of initial due diligence items as set forth on Exhibit B attached hereto (the "**Seller Deliveries**").
7. CLOSING COSTS: Seller will pay for transfer taxes and deed stamps, ½ of escrow closing costs and recording charges and all other closing costs customarily paid by sellers where the Property is located. Buyer will pay for title insurance from Title Insurer, survey, recording costs, and all other closing costs customarily paid by buyers where the Property is located. Each party will pay its own legal fees.
8. PRORATIONS: Buyer and Seller will prorate all income, taxes and expenses accruing to the Property as of the date of closing based on Buyer's and Seller's respective periods of ownership in the year in which closing occurs. Buyer shall pay all real estate taxes due and payable after closing and Seller shall pay all real estate taxes due and payable on or before Closing.
9. BROKERS: Provided the sale of the Property as contemplated by this letter closes, Seller will pay a commission to N/A pursuant to Seller's agreement(s) with such brokers.
10. CLOSING: The parties will close this transaction sixty (60) days after the expiration of the Inspection Period subject to one 30 day extension. Seller will convey the Property to Buyer by general warranty deed, subject only to encumbrances of record that are either: (i) not objected to by Buyer or (ii) are objected to but are later waived by Buyer.
11. ASSIGNMENT Buyer and Seller shall have the right to assign their respective rights under the Purchase Agreement upon written notice to the other party, provided, however, that neither party shall be released from any of its obligations under such Purchase Agreement upon such assignment.

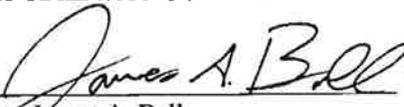
12. ESCROW AGENT/TITLE INSURER: TBD
13. EXCLUSIVITY: Between the execution of this Letter of Intent and the expected execution of the Purchase Agreement, Buyer will incur substantial costs related to the negotiation and preparation of the Purchase Agreement and its investigation and evaluation of various matters related to the Property. In consideration of these costs, Seller shall not accept, entertain or solicit any offers to purchase any portion of the Property for a period that is the later of (a) sixty (60) days after Seller executes this of intent, or (b) ten (10) days after written notice to Buyer.
14. CONFIDENTIALITY: Unless otherwise required by law or the rules of any applicable securities authority, neither party without the other party's prior written approval may disclose to any third party the proposed transaction contemplated by this Letter of Intent, except to the agents, consultants, contractors and legal and accounting professionals (collectively, the "**Representatives**") retained by such party in connection with evaluation of the transaction contemplated herein, provided that before disclosing the proposed transaction contemplated by this Letter of Intent to any Representative, such Representative is instructed and informed about the confidentiality of the proposed transaction. Each party shall, and shall require their respective Representatives to, avoid unauthorized disclosure of any information about the proposed transaction contemplated by this Letter of Intent to any unauthorized third party. All announcements to third parties pertaining to the contemplated transaction are subject to the prior review and written approval of both parties.

Buyer and Seller understand and expressly acknowledge that this Letter of Intent only expresses the intention of Buyer and Seller to conduct negotiations relative to the arrangement which may or may not result in the formation and consummation of a formal, binding Purchase Agreement. Buyer may choose to cease discussions and negotiations with Seller for any reason at any time. Finally, it is the mutual expressed intention of Buyer and Seller that any expenses incurred by either of them in anticipation of negotiating and finalizing the Purchase Agreement shall be borne exclusively by the party making the expenditure, and such party shall incur such expenditure at its sole risk.

If you have any questions regarding any aspect of this Letter of Intent, please call me at your earliest convenience. Please indicate your acceptance of this letter of intent by signing the acknowledgement below and returning the acknowledged letter to Collin Stevens via electronic mail at [collin@cinnabarsw.com](mailto:collin@cinnabarsw.com) no later than May 1, 2015. We look forward to working with you to finalize the terms of this transaction.

Very truly yours,

**BNSF RAILWAY COMPANY**

By:   
Name: James A. Ball  
Title: Senior Manager – Real Estate

ACKNOWLEDGED AND AGREED  
TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015

\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

cc: Shanna Cargill  
(via e-mail)

**EXHIBIT A**

An estimated +/- 5.051 acres known as Lot 7A of the Hudson Industrial Park being located in Weld County, Colorado. To be further defined by an ALTA survey.



## EXHIBIT B

### SELLER DELIVERIES

- (a) Any leases, licenses or other agreements affecting the possession or use of the Property (the "Leases"), including any amendments or modifications;
- (b) List of all security deposits, prepaid rent or other sums currently held by Landlord under the Leases and copies of any letters of credit held by Landlord under the Leases;
- (c) All material correspondence with parties to the Leases (the "Tenants"), and all financial statements for Tenants which are not subject to a confidentiality agreement. Further, Buyer shall have the right to visit Seller's offices to inspect and review Tenants' files located at Seller's offices;
- (d) Copies of all service, management, leasing, brokerage or commission agreements; personal property leases and other executory contracts respecting the Property. Seller shall update such information as soon as Seller becomes aware of any inaccuracy or incompleteness;
- (e) Copies of real estate tax bills and assessments for the Property for the current year and for the past three (3) years;
- (f) All engineering and architectural plans and specifications, drawings, site plans, studies, surveys, soil boring test results, other test results, studies and as-built plans and specifications of the Property, as built plans for each of the Tenant occupied spaces, traffic studies, and other construction and zoning materials and/or third party reports for the Property;
- (g) Operating statements and related documents and records for the Property, including an aged receivables or delinquency report, for the current year and for the three (3) years immediately preceding the current year;
- (h) Copies of all certificates of occupancy for the building shell and for all occupied Tenant spaces, licenses, permits, authorizations and approvals required by law or by any governmental authority having jurisdiction over the Property, relating to the construction, occupancy, operation or present use of the Property;
- (i) The most recent budget and year to date actual operating reports for the Property, including income, operating expenses, property taxes and assessments and capital expenditures;
- (j) A list of all personal property located on the Property and owned by Seller;
- (k) Copies of all warranties and guaranties issued in connection with the Property;
- (l) Copies of all environmental reports of the Property;
- (m) Copies of Seller's existing title insurance policy and surveys of the Property;
- (n) Copies of insurance policies, insurance certificates delivered by Tenants, and claims documentation for the current year and for the past three (3) years respecting the insurance maintained on the Property or any portion thereof;

- (o) Any other information or documentation relating to the design, construction, layout, structure, mechanical, electrical and plumbing systems, fire protection systems and subsurface conditions relating to the Property; and
- (p) Copies of all books, records, bills, invoices, lease files, credit reports, and other documentation related to the ownership, construction, operation and leasing of the Property or other items as Buyer may request.

MEMORANDUM

2.d.

**To:** Board of Trustees  
**From:** Joe Racine, Town Administrator  
**Date:** May 6, 2015  
**Subject:** Planning Commission application, William Pyfer

**Attachment**

Mr. William Pyfer, a Hudson resident, has approached the Town with his interest in serving on the Planning Commission. He has agreed to come to this meeting for introductions and to discuss the appointment with the Board. We provided Mr. Pyfer with an application, but have not received it as the time of packets for this meeting. If we receive the application prior to the meeting we will copy it for the Board.

There are currently two vacancies on the Commission. This is a serious problem inasmuch as we are moving ahead with the update to the Comprehensive Plan.

**MEMORANDUM**

**2.e.**

**To:** Board of Trustees  
**From:** Joe Racine, Town Administrator  
**Date:** May 6, 2015  
**Subject:** Repair of LFH#3 well

**Attachment**

Attached is a quote for the repair to the well next to the fishing pond. The well would be used to help maintain the water level in times when there is no ditch water available. In its current condition the well is not capable of producing water at an adequate rate.

Evaporation from the pond is on the order of 3 acre-feet per year. We have sufficient Henrylyn rights to make up that loss, but the Neres Ditch that adjoins the pond does not run on a set schedule. With the new sod edge around the pond that we anticipate installing in the near future it is even more important to keep the water level relatively constant.

Ron Allen will be on hand at the meeting to explain the proposed repairs in more detail.

**Colorado Water Well Pump  
Service & Supply Inc**

P.O. Box 851  
Arvada, CO 80001  
(303) 892-9053

**QUOTATION**

No. 4/15/2015  
Date 041515AH-2  
PO No.

S  
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D City of Hudson  
  
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S  
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P Fishing pond  
  
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Contact		Phone	Terms Net 30	Date Shipped	Shipped Via
Quantity	Unit	Stock Number / Description		Unit Price	Amount
1	LS	Provide equipment and labor to remove existing pumping equipment from the well.			\$990.00
1	LS	Video water well to determine cleaning needs.			\$500.00
1	LS	Provide equipment and labor including swab and brushes to clean and re-develop the existing well and screen.			\$1,240.00
1	LS	Well Acid Special by Coty Chemical for rust and iron bacteria removal.			\$2,357.00
1	LS	Provide equipment and labor to re-install pumping equipment test and return to service.			\$1,480.00
<b>TOTAL</b>					<b>\$6,567.00</b>

MEMORANDUM

**Work  
Session**

**To:** Board of Trustees  
**From:** Joe Racine, Town Administrator  
**Date:** May 6, 2015  
**Subject:** Town Hall architect interviews

As we discussed at the last meeting, we have the option of applying for an Energy and Mineral Impact Grant in an upcoming grant round for the design and construction of a new town hall. In advance of the joint town hall/library project we solicited qualifications statements and proposals from several architects, and we interviewed three firms.

The next grant application deadline for the grant program is August 1<sup>st</sup>. If we are to submit a credible application, we will need a clear description of the proposed project and a reasonable cost estimate. Getting to that point will require the services of an architect.

Other than the firm that designed the library, Barker Rinker Seacat, the Board of Trustees and the Library Board interviewed Anderson Hallas and Humphries/Poli. I recommend in lieu of beginning the entire selection process over again, that we give the other two finalists an opportunity to come back for follow-up interviews. Both are highly qualified firms that have designed public buildings.

I have scheduled half-hour interviews with Anderson Hallas and Humphries/Poli for the work session at this meeting. The interviews will be an opportunity to discuss their firm's qualifications, the Town's vision for the building, and the specific needs for the first step, i.e., getting to the point of submitting a credible grant application.

Presumably, the successful architect would be contracted for the project design if we are successful in obtaining matching grant funding and packaging the full project financing. If all goes well, we could be under construction in early 2016.