

AGENDA
TOWN OF HUDSON - BOARD OF TRUSTEES
REGULAR MEETING
July 1, 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 – Special Meeting, June 11, 2015 and Regular Meeting, June 17, 2015
- b. Payment of Bills
- c. End of the Trail, Permit Liquor License to change trade name/DBA only to Rough Rider Saloon

2) GENERAL BUSINESS

- a. Appointment Mayor Pro-Tem
- b. Discussion – NOAA Radios
- c. Town Marshal Job Description and Budget
- d. Authorization for Town Administrator to hire Town Marshal position
- e. Authorization to purchase Town Marshal vehicle
- f. Discussion – CR 41
- g. Ordinance No. 15-10, First Reading, An Ordinance amending the Hudson Municipal Code concerning modifications to existing wireless telecommunication facilities
- h. Ordinance No. 15-11, First Reading, An Ordinance approving and ratifying the sale of Town-owned property known as Lot 7A, Hudson Industrial Park
- i. Approval, Addendum 9 to KBN Engineering Services for Professional Service Agreement to amend design for the Hwy 52 improvements
- j. Approval consulting agreements for Comprehensive Plan
- k. Resolution 15-18, A Resolution authorizing the Town Administrator to sign documents for the sale of Lot 3, Bison Highway Minor Subdivision and Hickory Street vacation vesting Parcel #6
- l. Ordinance No. 15-12, Vacation of a portion of Fir Street and the Alley between Fir Street and Grape Street

3) STAFF REPORTS

4) ADJOURNMENT

WORK SESSION Discussion – Home Rule

MINUTES
TOWN OF HUDSON - BOARD OF TRUSTEES
SPECIAL MEETING
June 11, 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, Matt Cole – Present
Trustee, Laura Hargis - Present
Trustee, Christine Hamilton – Absent
Trustee, Tiffany Sanders – Absent
Trustee, Terri Davis – Present

Town Clerk/Treasurer, Linnette Barker took roll call, and a quorum of the Mayor Pro-Tem and (3) Trustees were present.

Town Staff Present:

Town Administrator – Joe Racine
Town Clerk//Treasurer – Linnette Barker
Public Works Director – Ron Allen

1) GENERAL BUSINESS

a. CR49 Road Repairs

Joe Racine, Town Administrator, displayed pictures of the road failures on CR 49

Ron Allen, Public Works Director, reported on 2 options from A-One Chipseal for the repairs on CR 49:

Option 1: Clean the existing surface, apply tack coat, and overlay with an average of 2" compacted full depth asphalt. Quoted price \$186,166.20

Option 2: Saw-cut to depth of 6" in failed areas, dispose, compact, prep subgrade, apply tack coat, and replace with 6" of compacted full depth asphalt. Quoted price \$28,380.30 one lane.

Option 3: Slurry seal, asphalt hot mix and 2" overlay, approximate cost is \$62,000.00

Trustee Hargis made a motion, seconded by Trustee Davis to work with A-One Chipseal on option 2 not to exceed \$65,000.00, and to bring the discussion of CR 41 back to the regular Board of Trustee meeting on July 1, 2015.

The vote was as follows:

Aye: Trustees Hargis, Davis, Cole and Mayor Patch

Nay - None

Mayor Patch declared the motion carried.

2) STAFF REPORT

Mayor Patch reported that the Town will be hosting a celebration for Ed Rossi for his service to the Town of Hudson on July 29, 2015 at 6:00 pm at the Hudson Public Library.

ADJOURNMENT

The meeting adjourned at approximately 6:28 p.m.

TOWN OF HUDSON, COLORADO

Mayor

ATTEST

Town Clerk

MINUTES
TOWN OF HUDSON - BOARD OF TRUSTEES
REGULAR MEETING
June 17, 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, Matt Cole – Present
Trustee, Laura Hargis - Absent
Trustee, Christine Hamilton – Absent
Trustee, Tiffany Sanders – Present
Trustee, Terri Davis – Present

Town Clerk/Treasurer, Linnette Barker took roll call, and a quorum of the Mayor Pro-Tem and (3) Trustees were present.

Town Staff Present:

Town Administrator – Joe Racine
Town Attorney – Ryan Malarky
Town Clerk//Treasurer – Linnette Barker
Economic Development Director – Dan Hamsmith
Utility Director – Hunter Fobare

ADDITIONS TO AGENDA

CITIZEN'S COMMENTS

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, June 3, 2015
- b. Payment of Bills

Trustee Cole made a motion, seconded by Trustee Davis to approve the Consent Agenda.

The vote was as follows:

Aye: Trustees Cole, Davis, Sanders and Mayor Patch

Nay - None

Mayor Patch declared the motion carried.

2) GENERAL BUSINESS

- a. Interview, Maria Chavez for a Board of Trustees vacancy

Maria Chavez applied for Trustee positions on the Board of Trustees. The Board interviewed her for a vacant position.

- b. Resolution 15-17, A Resolution appointing Maria Chavez to fill the vacancy on the Board of Trustees pursuant to C.R.S. § 31-4-303 and Section 2-2 of the Hudson Municipal Code

Trustee Cole made a motion, seconded by Trustee Sanders to approve Resolution 15-17, A Resolution appointing Maria Chavez to fill the vacancy on the Board of Trustees pursuant to C.R.S. § 31-4-303 and Section 2-2 of the Hudson Municipal Code

The vote was as follows:

Aye: Trustees Cole, Sanders, Davis and Mayor Patch

Nay - None

Mayor Patch declared the motion carried.

Town Clerk, Linnette Barker administered the Oath of Office to appointed Trustee Maria Chavez.

- c. Case No. 15-03 SP, Site Plan – Skoglund Pizza, Lot 3, Bison Highway Minor Subdivision and Hickory Street vacation vesting Parcel #6

Joe Racine, Town Administrator, reported that on June 10, 2015, the Planning Commission approved the site plan for Skoglund Pizza with the stipulation that the Town Engineers concerns be addressed. The restaurant building is 5,268 square foot building with seating capacity of 96. The parking area includes 61 parking spaces, including three dedicated handicapped and a gravel area for oversized vehicles.

Wayne Anderson, architect representing the Skoglund's, reported that 99% of the engineers concerns have been addressed. The original restaurant plan included a drive thru which has been eliminated and the restaurant plans now include a curbside pickup. The parking isles have been widened from 18' to 22'.

Trustee Cole made a motion, seconded by Trustee Sanders to approve the site plan for Skoglund Pizza, Lot 3, Bison Highway Minor Subdivision and Hickory Street vacation vesting parcel #6 subject to concerns addressed by the Town Engineer.

The vote was as follows:

Aye: Trustees Cole, Sanders, Davis, Chavez and Mayor Patch

Nay - None

Mayor Patch declared the motion carried.

- d. Case No. 15-06 MP, Hudson Village Square Amendment No. 2, being a re-subdivision of Lot 2A, Hudson Village Square Amendment No. 2

Joe Racine, Town Administrator, reported that Rick Shuffield, Vice President Real Estate & Development for Love's Travel Stop was unable to attend due to the storms in the south. On June 10, 2015, the Hudson Planning Commission approved the re-subdivision of Lot 2A with the stipulation that the Town Engineers concerns be addressed. The property is 3.2 acres purchased from Hudson Interchange group. The subdivision is a replat of Lot 2A of the Hudson Village Square Amendment No. 1, dividing the approximately 39-acre lot into two lots of about 36 acres and 3 acres.

Trustee Davis made a motion, seconded by Trustee Cole to approve Case No. 15-06 MP, Hudson Village Square Amendment No. 2, being a re-subdivision of Lot 2A, Hudson Village Square Amendment No. 2 with the stipulation that the Town Engineers concerns be addressed.

The vote was as follows:

Aye: Trustees Davis, Cole, Sanders, Chavez and Mayor Patch

Nay - None

Mayor Patch declared the motion carried.

e. Case No. 15-06 SP, Site Plan, Love's Travel Stop Hotel

Joe Racine, Town Administrator, reported that On June 10, 2015 the Hudson Planning Commission approved the site plan for the Love's Travel Stop Hotel with the stipulation that the Town Engineers concerns be addressed. The hotel is a Best Western Plus approximately 58,000 square feet, 4 stories tall with 87 rooms. The height of the building exceeds the maximum specified in the C-1 Zoning District of 30'; the code allows the Planning Commission to approve a higher building. By approving the site plan, the height will be approved. Dedication is needed for an off-site easement across the Travel Stop site for the sewer line that serves the motel because the sewer line to the motel crosses a separate platted lot.

Trustee Cole made a motion, seconded by Trustee Davis to approve Case No. 15-06 SP, Site Plan, Love's Travel Stop Hotel with the stipulation that the Town Engineers concerns be addressed.

The vote was as follows:

Aye: Trustees Cole, Davis, Sanders, Chavez and Mayor Patch

Nay - None

Mayor Patch declared the motion carried.

f. Bid award Beech Street paving project

Joe Racine, Town Administrator, reported that the project includes a new sidewalk and street lighting from the elementary school to the new library, and pavement improvements including reconstruction, widening and curb and gutter between Remington Drive and Library Drive. The low bidder on the project was Mountain Constructors for \$402,587.00.

Trustee Davis made a motion, seconded by Trustee Cole to award the Beech Street paving project to Mountain Constructors for \$402,587.00.

The vote was as follows:

Aye: Trustees Davis, Cole, Sanders, Chavez and Mayor Patch

Nay - None

Mayor Patch declared the motion carried.

4) STAFF REPORTS

Hunter Fobare, Utility Director, reported that the booster pump at the water plant has been installed and is working.

Linnette Barker, Town Clerk/Town Treasurer, reported that Swanhorst and Company will present the completed 2014 Town Audit at the Regular Board of Trustees Meeting on July 15, 2015.

Trustee Cole presented a \$80.00 donation check to the Hudson Veterans Memorial on behalf of Redneck Tractor, Truck & Firearms.

ADJOURNMENT

The meeting adjourned at approximately 6:55 p.m.

TOWN OF HUDSON, COLORADO

Mayor

ATTEST

Town Clerk

Report Criteria:

Report type: GL detail

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

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
06/24/2015	50745	53	Farm & Home Lumber	10136	2/3 Labor Steel Building Erection - New PW Shop	22-71-7713	30,682.00
06/24/2015	50745	53	Farm & Home Lumber	10136	Retainage - 5% - 2/3 Labor Steel Building Erection - New PW Shop	22-71-7713	1,534.10-
06/24/2015	50745	53	Farm & Home Lumber	10138	Front Door - New PW Shop	22-71-7713	2,000.00
06/24/2015	50745	53	Farm & Home Lumber	10138	Retainage - 5% - Front Door - New PW Shop	22-71-7713	100.00-
06/24/2015	50745	53	Farm & Home Lumber	10142	Overhead Doors & Openers - New PW Shop	22-71-7713	13,000.00
06/24/2015	50745	53	Farm & Home Lumber	10142	Retainage - 5% - Overhead Doors & Openers - New PW Shop	22-71-7713	650.00-
06/24/2015	50745	53	Farm & Home Lumber	10143	Underground Service Materials - New PW Shop	22-71-7713	5,200.00
06/24/2015	50745	53	Farm & Home Lumber	10143	Retainage - 5% - Underground Service Materials - New PW Shop	22-71-7713	260.00-
06/24/2015	50745	53	Farm & Home Lumber	10150	Exterior Doors - New PW Shop	22-71-7713	1,000.00
06/24/2015	50745	53	Farm & Home Lumber	10150	Retainage - 5% - Exterior Doors - New PW Shop	22-71-7713	50.00-
06/24/2015	50745	53	Farm & Home Lumber	10151	Office Walls - New PW Shop	22-71-7713	6,000.00
06/24/2015	50745	53	Farm & Home Lumber	10151	Retainage - 5% - Office Walls - New PW Shop	22-71-7713	300.00-
06/24/2015	50745	53	Farm & Home Lumber	10152	Mezzaine Flooring - New PW Shop	22-71-7713	7,000.00
06/24/2015	50745	53	Farm & Home Lumber	10152	Retainage - 5% -Mezzaine Flooring - New PW Shop	22-71-7713	350.00-
06/24/2015	50745	53	Farm & Home Lumber	10164	Billing Incidentals - New PW Shop	22-71-7713	5,000.00
06/24/2015	50745	53	Farm & Home Lumber	10164	Retainage - 5% - Billing Incidentals - New PW Shop	22-71-7713	250.00-
Total 50745:							66,387.90
06/26/2015	50746	27	United States Postal Service	062615	Newletter Postage	10-69-6620	183.78
Total 50746:							183.78
06/26/2015	50747	886	At Your Service Electric	15217	Wire Pump	70-68-6652	505.67
Total 50747:							505.67
06/26/2015	50748	2	Atmos Energy	061015-3014	Natural Gas Utility - 557 Ash Street	10-64-6412	23.30
06/26/2015	50748	2	Atmos Energy	061015-3014	Natural Gas Utility - 557 Ash Street	70-64-6412	23.29
06/26/2015	50748	2	Atmos Energy	061115-3014	Natural Gas Utilities - 509 Cherry Street	10-68-6412	65.87
Total 50748:							112.46
06/26/2015	50749	1104	Bomgaars	58084624	Boot Brush for Town Hall	10-64-6710	43.98
Total 50749:							43.98
06/26/2015	50750	1041	Caselle Inc.	63446	Caselle Utility Electronic Reading Interface	70-64-7733	2,950.00
Total 50750:							2,950.00
06/26/2015	50751	30	Century Link	060715 303-	Telephone Service - 303-536-4003	75-68-6410	99.56
06/26/2015	50751	30	Century Link	060715-303-	Telephone Service - 303-536-9311	10-64-6410	79.56
06/26/2015	50751	30	Century Link	060715-303-	Telephone Service - 303-536-9311	70-64-6410	79.56
06/26/2015	50751	30	Century Link	303-536-475	Fax Line	10-64-6410	63.19

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
06/26/2015	50751	30	Century Link	303-536-936	Phone Service	70-68-6410	52.53
Total 50751:							374.40
06/26/2015	50752	1247	Chris Hamilton	061615	CML Conference	10-61-6212	162.64
Total 50752:							162.64
06/26/2015	50753	36	Colorado Analytical Laboratories I	150602090	WW Reg 85 Samples	75-68-6633	209.70
06/26/2015	50753	36	Colorado Analytical Laboratories I	150609058	Wastewater Samples	75-68-6633	111.60
Total 50753:							321.30
06/26/2015	50754	890	CPS Distributors Inc.	2097456-0	Park Repair	10-69-6710	167.50
06/26/2015	50754	890	CPS Distributors Inc.	2107616-00	Park Plumbing Repair	10-69-6710	82.16
Total 50754:							249.66
06/26/2015	50755	504	Eastgate Engraving & Awards LLL	4041	Name Plates and Plaque	10-61-6415	75.00
Total 50755:							75.00
06/26/2015	50756	53	Farm & Home Lumber	1949	Frost Free Hydrant	10-68-6735	38.10
Total 50756:							38.10
06/26/2015	50757	54	Fort Lupton City of	FIN2015157	O&M for Joint Water Treatment Facility	70-68-6515	4,980.41
Total 50757:							4,980.41
06/26/2015	50758	396	Gator Rubbish	293218	Trash Service - Lagoon Sewer	75-68-6633	100.00
06/26/2015	50758	396	Gator Rubbish	293743	Trash Service - 509 Cherry Street	10-68-6633	48.00
06/26/2015	50758	396	Gator Rubbish	295417	Trash Service - 557 Ash Street	10-64-6633	38.00
06/26/2015	50758	396	Gator Rubbish	295423	Trash Service - WW Treatment Plant	75-68-6633	48.00
06/26/2015	50758	396	Gator Rubbish	295572	Portable Toilet - June 2015 - Park and Pond	10-69-6633	190.00
06/26/2015	50758	396	Gator Rubbish	295576	Portable Toilet - May 2015 - PW Shop	10-68-6633	165.00
Total 50758:							589.00
06/26/2015	50759	1156	Horizon Mechanical Solutions	9420	Heater/Vents	75-68-6652	3,301.42
Total 50759:							3,301.42
06/26/2015	50760	1187	Pinnacle Bank - 2	060115-4076	Economic Development Conference - Meal	10-65-7103	43.94
06/26/2015	50760	1187	Pinnacle Bank - 2	060115-4076	Economic Development Tour	10-65-7103	135.92
06/26/2015	50760	1187	Pinnacle Bank - 2	060115-4076	Economic Development Tour Brochure	10-65-7103	188.00
Total 50760:							367.86
06/26/2015	50761	509	Quill Corporation	4883265	Bleach, Paper Towels, Soap	10-64-6710	113.64
06/26/2015	50761	509	Quill Corporation	4883265	Office Supplies	10-64-6720	87.79
06/26/2015	50761	509	Quill Corporation	4884578	Labels	10-64-6720	17.44
06/26/2015	50761	509	Quill Corporation	4990344	Candy for Meetings	10-64-6212	20.09

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 50761:							238.96
06/26/2015	50762	285	Town of Hudson	062615	Quiz Winners - Volume No. 77	10-69-6730	100.00
06/26/2015	50762	285	Town of Hudson	062615-2	Yard of the Month Winners - June 2015	10-69-6730	60.00
Total 50762:							160.00
06/26/2015	50763	800	Treatment Technology	170115	Wastewater Chemicals	75-68-6710	1,192.00
Total 50763:							1,192.00
06/26/2015	50764	131	Tribune The	4147096	Publishing - April Hudson Bills	10-64-6620	158.40
06/26/2015	50764	131	Tribune The	4147097	Publishing - May Hudson Bills	10-64-6620	116.16
Total 50764:							274.56
06/26/2015	50765	537	UMB Bank n.a.	309828	Administrative fee on Bond	60-64-6215	700.00
06/26/2015	50765	537	UMB Bank n.a.	309829	Administrative fee on Bond	60-64-6215	700.00
06/26/2015	50765	537	UMB Bank n.a.	309830	Administrative fee on Bond	60-64-6215	500.00
06/26/2015	50765	537	UMB Bank n.a.	309831	Administrative fee on Bond	60-64-6215	500.00
Total 50765:							2,400.00
06/26/2015	50766	5	United Power	061015-1553	Electric - 557 Ash Street	10-64-6413	86.09
06/26/2015	50766	5	United Power	061015-1553	Electric - 557 Ash Street	70-64-6413	86.09
Total 50766:							172.18
06/26/2015	50767	12	Upstate Colorado Economic Deve	CP 2015-10	Annual Membership - Community Partners 2015	10-64-6211	3,270.00
Total 50767:							3,270.00
06/26/2015	50768	536	Verizon Wireless	9747079852	Admin Cell Phone Service	10-64-6411	17.13
06/26/2015	50768	536	Verizon Wireless	9747079852	Ops Cell Phone Service	10-68-6411	178.46
06/26/2015	50768	536	Verizon Wireless	9747079852	Water Cell Phone Service	70-64-6411	35.20
06/26/2015	50768	536	Verizon Wireless	9747079852	Water Cell Phone Service	70-68-6411	35.20
06/26/2015	50768	536	Verizon Wireless	9747079852	Wastewater Cell Phone Service	75-68-6411	35.20
06/26/2015	50768	536	Verizon Wireless	9747079852	Police Cell Phone Service	10-66-6411	32.04
Total 50768:							333.23
06/26/2015	50769	293	Virulent Solutions Inc.	H150616	Computer, Server Updates and Maintenance	10-64-6633	760.00
06/26/2015	50769	293	Virulent Solutions Inc.	H150617OC	Setup OCE Scanner Printer	10-64-6633	522.50
Total 50769:							1,282.50
06/26/2015	50770	13	Weld County Sheriffs Office	060415	Weld County Sherrif's Patrol Time	10-66-6632	17,232.19
Total 50770:							17,232.19
Grand Totals:							107,199.20

Report Criteria:

Report type: GL detail

Check.Type = (<>) "Adjustment"

PERMIT APPLICATION AND REPORT OF CHANGES

CURRENT LICENSE NUMBER 41885960000
ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN
LOCAL LICENSE FEE \$ _____
APPLICANT SHOULD OBTAIN A COLORADO LIQUOR & BEER CODE BOOK TO ORDER CALL (303) 370-2165

1. Applicant is a		PRESENT LICENSE NUMBER
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership..... <input checked="" type="checkbox"/> Limited Liability Company		41885960000
2. Name of Licensee	3. Trade Name	
LISA Marie Buegens	END OF THE TRAIL LLC	
4. Location Address		
653 Cedar street		
City	County	ZIP
Hudson	WEID	80642

SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A – Manager reg/change	Section C
• License Account No. _____ 1983-750 (999) <input type="checkbox"/> Manager's Registration (Hotel & Restr.)..\$75.00 2012-750 (999) <input type="checkbox"/> Manager's Registration (Tavern).....\$75.00 <input type="checkbox"/> Change of Manager (Other Licenses) NO FEE	2210-100 (999) <input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 2200-100 (999) <input type="checkbox"/> Wholesale Branch House Permit (ea).... 100.00 2260-100 (999) <input checked="" type="checkbox"/> Change Corp. or Trade Name Permit (ea) .50.00 2230-100 (999) <input type="checkbox"/> Change Location Permit (ea)..... 150.00 2280-100 (999) <input type="checkbox"/> Change, Alter or Modify Premises \$150.00 x _____ Total Fee _____
Section B – Duplicate License	
• Liquor License No. _____ 2270-100 (999) <input type="checkbox"/> Duplicate License\$50.00	2220-100 (999) <input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____ 1988-100 (999) <input type="checkbox"/> Addition of Related Facility to Resort Complex \$75.00 x _____ Total Fee _____

DO NOT WRITE IN THIS SPACE – FOR DEPARTMENT OF REVENUE USE ONLY

DATE LICENSE ISSUED	LICENSE ACCOUNT NUMBER	PERIOD
-750 (999)	-100 (999)	The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.
TOTAL AMOUNT DUE		\$.00

INSTRUCTION SHEET

FOR ALL SECTIONS, COMPLETE QUESTIONS 1-4 LOCATED ON PAGE 1

Section A

To Register or Change Managers, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature (Please note: Hotel, Restaurant, and Tavern licensees are required to register their managers).

Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 4 for Oath of Applicant signature.

Section C

Check the appropriate box in section C and proceed below.

- 1) *For a Retail Warehouse Storage Permit*, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 2) *For a Wholesale Branch House Permit*, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 3) *To Change Trade Name or Corporation Name*, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 4) *To modify Premise*, go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 5) *For Optional Premises or Related Facilities* go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 6) *To Change Location*, go to page 3 and complete question 7. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.

STORAGE PERMIT

5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit

Retail Warehouse Permit for:

- On-Premises Licensee (Taverns, Restaurants etc.)
- Off-Premises Licensee (Liquor stores)

Wholesalers Branch House Permit

Address of storage premise: _____

City _____, County _____, Zip _____

Attach a deed/ lease or rental agreement for the storage premises.
Attach a detailed diagram of the storage premises.

CHANGE TRADE NAME OR CORPORATE NAME

6. Change of Trade Name or Corporation Name

Change of Trade name / DBA only

Corporate Name Change (Attach the following supporting documents)

1. Certificate of Amendment filed with the Secretary of State, or
2. Statement of Change filed with the Secretary of State, and
3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.

Old Trade Name END OF THE TRAIL LLC	New Trade Name Rough Rider Saloon
Old Corporate Name	New Corporate Name

CHANGE OF LOCATION

7. Change of Location

NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 12-47-311 (1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.

Date filed with Local Authority _____ Date of Hearing _____

(a) Address of current premises _____

City _____ County _____ Zip _____

(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)

Address _____

City _____ County _____ Zip _____

(c) New mailing address if applicable.

Address _____

City _____ County _____ State _____ Zip _____

(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.

CHANGE OF MANAGER

8. Change of Manager or to Register the Manager of a Tavern or a Hotel and Restaurant liquor license.

(a) Change of Manager (attach Individual History DR 8404-I H/R and Tavern only)

Former manager's name _____

New manager's name _____

(b) Date of Employment _____

Has manager ever managed a liquor licensed establishment?..... Yes No

Does manager have a financial interest in any other liquor licensed establishment?..... Yes No

If yes, give name and location of establishment _____

MODIFY PREMISES OR ADDITION OF OPTIONAL PREMISES OR RELATED FACILITY

9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility

NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.

(a) Describe change proposed _____

(b) If the modification is temporary, when will the proposed change:

Start _____ (mo/day/year) End _____ (mo/day/year)

NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00

(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?

(If yes, explain in detail and describe any exemptions that apply) Yes No

(d) Is the proposed change in compliance with local building and zoning laws? Yes No

(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises?

..... Yes No

(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.

(g) Attach any existing lease that is revised due to the modification.

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature <i>Lisa Marie Buegens</i>	Title <i>owner</i>	Date <i>6/1/15</i>
--	-----------------------	-----------------------

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY / COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. **THEREFORE, THIS APPLICATION IS APPROVED.**

Local Licensing Authority (City or County)	Date filed with Local Authority
--	---------------------------------

Signature	Title	Date
-----------	-------	------

REPORT OF STATE LICENSING AUTHORITY

The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.

Signature	Title	Date
-----------	-------	------

MEMORANDUM

2.a.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: July 1, 2015
Subject: Appointment of Mayor Pro Tem

With the resignation of Mayor Pro Tem Rossi, the Pro Tem position is vacant. The following is the code provision regarding the appointment. Appointment may be made by motion and voice vote. In the event that there is more than one nominee for the Mayor Pro Tem position the vote must be done in public.

Sec. 2-30. Mayor and mayor pro tem.

(b) At its first meeting following each biennial election, the board shall choose one (1) of the trustees as mayor pro tem who, in the absence of the mayor from any meeting of the board, or during the mayor's absence from the town or his or her inability to act, shall perform his or her duties.

The appointment at this meeting would be for a term ending with the first meeting following the April 2016 election, at which time the Mayor Pro Tem would be appointed for a two year term.

MEMORANDUM

2.b.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: July 1, 2015
Subject: Discussion, NOAA radios

At the June 3rd meeting the Board discussed a staff proposal to provide NOAA radios to citizens of Hudson as a way of providing weather alerts in lieu of adding sirens. After discussion, the Board asked for the matter to be continued to July 1st.

In the meantime, we asked the Fire District to look into the matter and to make a recommendation. A representative from the District will be at the meeting to offer their recommendations.

Radios would cost the Town between \$25 and \$30 each. If, say, 200 households took advantage of the offer, the cost would be an estimated \$5,000 to \$6,000. If every household in town took advantage of the program, the cost would be between \$11,000 and \$13,500. We could ask residents to return the radios, or to leave them with the house if they move, but there would be no cost-effective way of monitoring that.

The District is unaware of any grant programs that would help pay for the radios.

MEMORANDUM

TO: Board of Trustees 2.c.
FROM: Linnette Barker, Town Clerk
Date: June 29, 2015
Subject: Town Marshal Job Description and Budget

Attached is the draft job description for the Town Marshal position. This position has the same power that the sheriff has and will be responsible for animal control and code enforcement.

The budget is compared to the 2015 adopted budget. The amounts are allocated to detailed line items. The total budgeted expense is within the adopted budget.

To provide a future forecast for this department I have completed a projected budget for 2016 through 2018.

JOB DESCRIPTION - TOWN MARSHAL

DRAFT: June 8, 2015

DESCRIPTION OF WORK

SUMMARY OF POSITION:

The Town Marshal serves in a salaried, exempt, department manager position at the pleasure of the Town Board of Trustees. This is a Regular full-time exempt position with full benefits as may be offered by the Town. The Town Marshal shall have the same power that sheriffs have by law, coextensive with the county in cases of violation of town ordinances, for offenses committed with the Town of Hudson. The person in this position performs a wide variety of duties in a highly visible public contact setting. The Town Marshal shall have comprehensive knowledge of modern law enforcement principles, methods and procedures, federal, state, local laws and ordinances, emergency planning and a proven track record of providing effective leadership. The Town Marshal will be responsible for animal control and code enforcement. This is a highly visible position which requires excellent communication skills, both oral and written, with the ability to positively represent the Town of Hudson when interacting with citizens, law enforcement, allied agencies, local businesses, community groups and the Board of Trustee.

IMMEDIATE SUPERVISOR: Town Administrator and the Board of Trustees through the Town Administrator.

MANDATORY QUALIFICATIONS:

- Valid Colorado Driver's License
- Colorado Peace Officer Certification
- Firearms qualification
- Ability to perform code enforcement/animal control
- Ability to handle confrontation
- Ability to make complex decisions appropriately
- Public relations skills
- Ability to perform tasks in all weather conditions

KNOWLEDGE, SKILLS AND ABILITIES:

- Understanding of basic municipal ordinance content and the ability to learn, understand and apply the Hudson Municipal Code.
- Ability to work with a wide variety of people including the Weld County Sheriff Department
- Develops and maintains respectful relationships with citizens
- Provides fair and consistent interpretations and enforcement
- Exhibits flexibility where possible without compromising public safety

- Maintains composure while taking command and restoring control in volatile situations
- Fosters mutually supportive relationships with all partner entities
- Ability to remain calm and professional in tense situations
- Ability to communicate effectively, both verbally and in writing
- Ability to prepare reports in a clear, concise and organized manner
- Ability to make reasonable judgements and work under limited supervision
- Ability to adapt to changes in work environment, manage demand for service, changes approach or method to best fit situation
- Ability to operate a town vehicle and work in inclement weather
- Ability to work call-back or standby duty
- Ability to troubleshoot problems in the field and over the phone; investigates, reviews and analyzes criminal statistical data and develops effective measures to ensure effectiveness and efficiency within the office and completed crime reports as required
- Ability to control and coordinate activities to protect lives and property in the community

PHYSICAL DEMANDS:

Must be able to perform tasks commonly associated with a public safety department.

ESSENTIAL FUNCTIONS

- Plans, directs, manages and evaluates the law enforcement functions within the Town.
- Fosters a close and cooperative working relationship with the Weld County Sheriff's Department, the Hudson Fire Protection District, the RE3J School District and other governmental agencies
- Coordinates preparation of the annual office budget
- Monitors annual budget during fiscal year to ensure compliance with Town auditing procedures and to ensure compliance with budgetary constraints
- Participates in crime prevention and public education programs and develops and implements programs designated to enhance law enforcement/community relations
- Has ability to establish and maintain effective working relationships with other Town officials and employees, county, state and federal authorities, civic leaders and the public
- Patrols town streets responding to citizen complaints or observed violations and determines appropriate actions
- Mediates neighborhood complaints; determines if violation has occurred; gathers evidence, issues warnings/summons

- Maintains records of department functions
- Participates in mutual aid or other related intergovernmental agreement negotiations
- Conducts inspections and applicable follow-up, writes formal reports and testifies in court prepares record and reports pertaining to inspections and documentation for court actions.
- Captures, secures, transports or impounds stray dogs
- Troubleshoots animal behavior problems in the field; investigates and quarantines domestic bite animals; promotes responsible pet ownership
- Ensures that department equipment is well maintained and accounted for
- Enforces municipal code related to property maintenance

Critical features of this job have been listed in this job description. They may be subject to change at any time due to reasonable accommodation or other reasons. Other duties and responsibilities may be assigned by the Town Board or Town Administrator at any time.

A	B	C	D	E	F	G	H	I	J	K	L
Obj Code	Description	2015 Current Budget	2015 Current Notes	2015 with Town Marshal Budget	Notes	Budget	2016 Notes	Budget	2017 Notes	Budget	2018 Notes
1											
2	10-66 POLICE										
3	Personnel	-									
4											
5	6010 Regular Full-Time	-		27,500	Salary \$65,000 Hire Date 8/1/15	65,000	3% Probation Completion, 3% Annual Merit	68,958		71,027	
6	6021 Merit/Performance	-				3,958		2,069	3% Annual Merit	2,130.81	3% Annual Merit
7	6022 Bonus	-		1,000		1,000		1,000		1,000	
8	6033 FICA	-		1,804		4,129		4,375		4,503	
9	6034 FICA/MED	-		422		966		1,023		1,053	
10	6035 Worker's Comp	-		500		2,000		2,000		2,000	
11	6036 Unemployment	-		116		266		282		291	
12	6040 Pager	-		600		600		600		600	
13	6050 Employee Pension	-		1,455		3,330		3,528		3,631	
14	6110 Health Insurance	-		1,160		7,402		8,002		9,000	
15	6111 Life & Disability	-		262		840		898		940	
16	6112 Dental Insurance	-		197		632		676		710	
17											
18	Total Personnel	-		35,017		90,123		93,411		96,886	
19											
20	Operating Costs										
21	6210 Conference/Seminars	3,115	CAACO, NAAACO, Training	1,300	CAACO, NAAACO, ammo/targets for training	1,300	CAACO, NAAACO, ammo/targets for training	1,300	CAACO, NAAACO, ammo/targets for training	1,300	CAACO, NAAACO, ammo/targets for training
22	6211 Dues/Memberships	170	NAAACO, CED	240	Fraternal Order of Police, NAAACO	240		240		240	
23	6212 Meeting Expenses	-		100		100		100		100	
24	6310 Liability Insurance	153		200		200		200		200	
25	6410 Telephone Service	250		250		250		250		250	
26	6411 Cellular Phone Service	900		800	Town Marshal & Weld County Sheriff	800		800		800	
27	6415 Misc. Other Operating Cost	500		500		500		500		500	
28	6416 Gas/Oil	500		500		1,500		1,500		1,500	
29	Investigations	-		300		1,250		1,250		1,250	
30	Total Other Operating Costs	5,588		4,190		6,140		6,140		6,140	
31											
32	Purchased/Contracted Services										
33	6620 Printing & Publishing	-		350	Ad for new Officer						
34	6630 Legal Services	-		1,000		1,000		1,000		1,000	
35	6632 Other Professional	240,708	Weld County Sheriff 80 Hours week, SAFEbuilt Code Enforcement	169,015	Sept. 1, 2015 Weld County Sheriff 40 Hours & Aug. 1, 2015 Discontinue SAFEbuilt Code Enforcement	121,326	Weld County Sheriff 40 Hours per week @ 58.33	131,726	Weld County Sheriff 40 Hours per week @ 63.33	142,126	Weld County Sheriff 40 Hours per week @ 68.33
36	6633 Other Contracted	4,500	Animal Impound, Vet Services, Abatement	3,000		4,500		4,500		4,500	

A	B	C	D	E	F	G	H	I	J	K	L
Obj Code	Description	Budget	2015 Current Notes	Budget	2015 with Town Marshal Notes	Budget	2016 Notes	Budget	2017 Notes	Budget	2018 Notes
1											
2											
3	POLICE										
37	Vehicle R&M			1,000		1,000		1,000		1,000	
38	Weid County Communications			250	Dispatch	1,000		1,000		1,000	
39	Computer IT			375		1,500		1,500		1,500	
40	Records Management			550	Rosemary @ Dispatch 970.350.9630	2,165		2,165		2,165	
41											
42	Total Purchased/Contracted Services	245,208		175,540		132,491		142,891		153,291	
43											
44	Materials & Supplies			500		1,000	Uniforms/Winter Coats/Vests	1,000	Uniforms/Winter Coats/Vests	1,000	
45	6710 Operating Supplies			2,000		1,000		1,000		1,000	
46	Crime Prevention			700		500		500		500	
47	Juvenile Assessment Center			400	As needed if juvenile is placed in assessment center	400	As needed if juvenile is placed in assessment center	400	As needed if juvenile is placed in assessment center	400	
48											
49	6720 Office Supplies			500		500		500		500	
50											
51	Total Materials & Supplies	1,200		3,400		3,400		3,400		3,400	
52											
53	Capital Outlay										
54	7730 Office Equipment			-		-		-		-	
55	7732 Computer Equipment			750		750		750		750	
56	7733 Computer Software			400		400		400		400	
57	7734 Vehicles & Equipment			32,125	\$10,000 2011 Chevy Impala 45,000 miles, \$12,125 Spillman Technology, \$5,000 decals/Tuff Book Computer, \$5,000 Motorola Radio	35,000	CNG F150 Crew Cab 4x4 with topper for animal control & outfitted for Marshal Service	-		-	
58	7736 Misc Equipment			4,000		4,000		4,000		4,000	
59	7790 Other Capital Outlay			-		-		-		-	
60											
61	Total Capital Outlay	5,150		37,275		40,150		5,150		5,150	
62											
63	Total Police Expenses	257,146		255,422		272,305		250,992		264,867	

MEMORANDUM

TO: Board of Trustees 2.d.
FROM: Linnette Barker, Town Clerk
Date: June 29, 2015
Subject: Authorization for Town Administrator to hire the Town Marshal

This authorizes the Town Administrator to hire the Town Marshal based on the approved Town Marshal job description and budget. If the job description and budget are approved we hope to fill the Town Marshal position with a hire date of August 1, 2015.

MEMORANDUM

TO: Board of Trustees 2.e.

FROM: Linnette Barker, Town Clerk

Date: June 29, 2015

Subject: Authorization to purchase Town Marshal vehicle

If the Town Marshal position is approved, the Town of Silverthorne has three 2011 police cars for sale. Silverthorne is asking \$10,000 per car. The cars are outfitted with most of the equipment the Marshal will need. The budget includes \$10,000 for the purchase of a vehicle, \$12,125 for the purchase of the police software and \$10,000 for the purchase of Tuff Book computer, decals, Motorola radio equipment etc.

Ron Allen and Mayor Patch went to Silverthorne to inspect the vehicles.

Lynette Barker

From: John Schuller <john.schuller@silverthorne.org>
Sent: Wednesday, June 24, 2015 11:39 AM
To: clerk@hudsoncolorado.org
Subject: 2011 Chevy Impala Police cars
Attachments: IMG_3875.JPG; IMG_3876.JPG; IMG_3877.JPG; IMG_3878.JPG; IMG_3879.JPG; IMG_3880.JPG; 2011 Impala window sticker.pdf

Hi Lynette-

Thanks for your interest in one of our 2011 Chevrolet Impala police cars.

Attached are a few pictures of one of them. The lowest mileage car is being used today so I was not able to get photos of it but they are all outfitted almost exactly. Some of the photos are not the best as there is some of the officers' equipment cluttering it up but hopefully you get an idea of how they are outfitted.

The cars are black and white (doors and roof/ rear side panels are painted white) and all of our graphics will be removed before someone purchases the vehicle.

Mileage of the lowest mileage vehicle is around 44,000 miles.

We have maintenance records available; we change engine oil every 3,000 miles and use synthetic oil.

Some of the included equipment:

Front push bumper with built in strobes

Siren, siren controller, p.a

Left side spotlight

Dome light with red bulb or white bulb feature

Computer mount (no computer included)

Center console with controller, dual cup holder, armrest, power outlets

Overhead light bar, front/ rear strobes built in to taillights/ front lights

Rear prisoner half cage with shotgun lock, plastic seat (original vinyl seat will come with the car as well)

Flashlight charger

Also included: Outfitter build sheets including wiring diagrams to help with repairs

The last attachment is a photo of the original window sticker from the factory showing the options the vehicle came with.

Not included but seen in photos: 2-way radio, radar gun, mic. Officer's equipment in vehicle

Price is \$10k per vehicle with the first purchaser having their choice of the 3. Not everyone has purchased the lowest mileage car after looking at them so I would recommend coming and looking at them if you are interested. All of them should be available to look at most anytime in about a week as our new cars will be on the fleet then. If you let me know ahead of time however we can arrange to have them available.

I hope this answers some of your questions.

Feel free to call me with any additional questions as I am not in the office much.

Thanks!

John Schuller

Fleet Manager

Town of Silverthorne, CO



2011 IMPALA POLICE SEDAN

EXTERIOR: BLACK
INTERIOR: EBONY

ENGINE, 3.9L V6 FLEX-FUEL
4 SPEED AUTO TRANSMISSION

Visit us at www.chevy.com

STANDARD EQUIPMENT

ITEMS FEATURED BELOW ARE INCLUDED AT NO EXTRA CHARGE IN THE STANDARD VEHICLE PRICE SHOWN

- MECHANICAL:
- 5 YEAR / 100,000 MILE POWERTRAIN LIMITED WARRANTY SEE DEALER FOR DETAILS
- ENGINE, 3.9L V6 - E85 CAPABLE
- 4 SPEED AUTO TRANSMISSION
- FRONT WHEEL DRIVE
- 4 WHEEL INDEPENDENT HD POLICE SUSPENSION
- STAINLESS STEEL EXHAUST
- ENGINE OIL LIFE MONITOR SYS.
- HD POWERTRAIN COOLING
- HIGH OUTPUT GENERATOR
- S A F E T Y:
- ONSTAR SERVICE NOT INCLUDED
- ANTILOCK BRAKE SYSTEM, 4-WHEEL, HEAVY DUTY DISC
- AIR BAGS, DUAL STAGE FRONTAL THORAX SIDE-IMPACT DRIVER AND FRONT PASSENGER W/PASSENGER

- SENSING SYSTEM
- DAYTIME RUNNING LAMPS
- AUTOMATIC HEADLAMPS
- PWR DOOR LOCKS, PROGRAMMABLE
- PASSKEY III- VEHICLE THEFT DETERENT SYSTEM
- RR DOOR CHILD SECURITY LOCKS
- LOCK OUT PROTECTION
- EX T E R I O R:
- 16" WHEELS W/ BOLT-ON COVERS
- ALL SEASON TIRES, HIGH SPEED
- DUAL POWER OUTSIDE MIRRORS
- CRUISE CONTROL
- FRONT BUCKET SEATS
- PWR SEAT ADJUST-DRIVER, 6-WAY
- PWR SEAT ADJUST, FRONT PASSENGER, 6-WAY
- MAN, DUAL ZN AIR CONDITIONING
- POWER WINDOWS & DOOR LOCKS
- POWER TRUNK RELEASE
- TILT STEERING WHEEL
- REAR WINDOW DEFOGGER

- AM/FM STEREO W/ CD AND AUXILIARY INPUT JACK
- TRIP COMPUTER
- REMOTE KEYLESS ENTRY
- VISORS W/COVERED MIRRORS
- CARGO MAT, TRUNK

OPTIONS & PRICING

MANUFACTURER'S SUGGESTED RETAIL PRICE
STANDARD VEHICLE PRICE \$25,835.00

- OPTIONS INSTALLED BY THE MANUFACTURER (MAY REPLACE STANDARD EQUIPMENT SHOWN)
- FULL SIZE SPARE TIRE INCLUDES TRUNK MAT
- BODY COLOR BODY SIDE MOLDING
- HEAVY DUTY FLOOR MATS
- POWER HEATED OUTSIDE MIRRORS
- REAR WINDOW INOPERATIVE
- REAR DR LOCK INOPERATIVE
- 25.00 LABEL-"FASTEN SEAT BELTS"
- INC. DAYTIME RUNNING LAMPS AND AUTO INC.

HEADLAMPS DELETE	
TOTAL OPTIONS	\$480.00
TOTAL VEHICLE & OPTIONS	\$26,315.00
DESTINATION CHARGE	825.00
TOTAL VEHICLE PRICE*	\$27,140.00

GSA
GS-30F-W0005
FPN-A-EG422
PHONE: JOHN SCHULLER
9704659299



EPA Fuel Economy Estimates

GASOLINE
CITY MPG

17

Expected range for most drivers
14 to 20 MPG

*Fuel economy when operating on E85 will yield different values than gasoline. See Fuel Economy Guide for more information.

FLEXIBLE FUEL VEHICLE*
GASOLINE - ETHANOL(E85)

Estimated
Annual Fuel Cost
\$2,142

based on 15,000 miles at
\$3.00 per gallon of GASOLINE

Combined GASOLINE
Fuel Economy
This Vehicle

21

19 **25**
ALL LARGE CARS

AGA



See the FREE Fuel Economy Guide at dealers or www.fueleconomy.gov

GOVERNMENT SAFETY RATINGS

Frontal Crash	Driver Passenger	Not Rated
Side Crash	Front seat Rear seat	Not Rated
Rollover		★ ★ ★ ★

Star ratings based on the risk of rollover in a single vehicle crash.
Star rating range from 1 to 5 stars (★ ★ ★ ★ ★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or 1-888-327-4236

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 77%
MAJOR SOURCES OF FOREIGN PARTS CONTENT: MEXICO 15%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:
FINAL ASSEMBLY POINT:
OSHAWA, ON CANADA
COUNTRY OF ORIGIN:
ENGINE: UNITED STATES
TRANSMISSION: UNITED STATES

ORDER NO: PC909K SALES CODE O
SALES MODEL CODE 1WS18
FINAL ASSEMBLY:
OSHAWA, ON CANADA
VIN 2G1WD5EM9B1143973

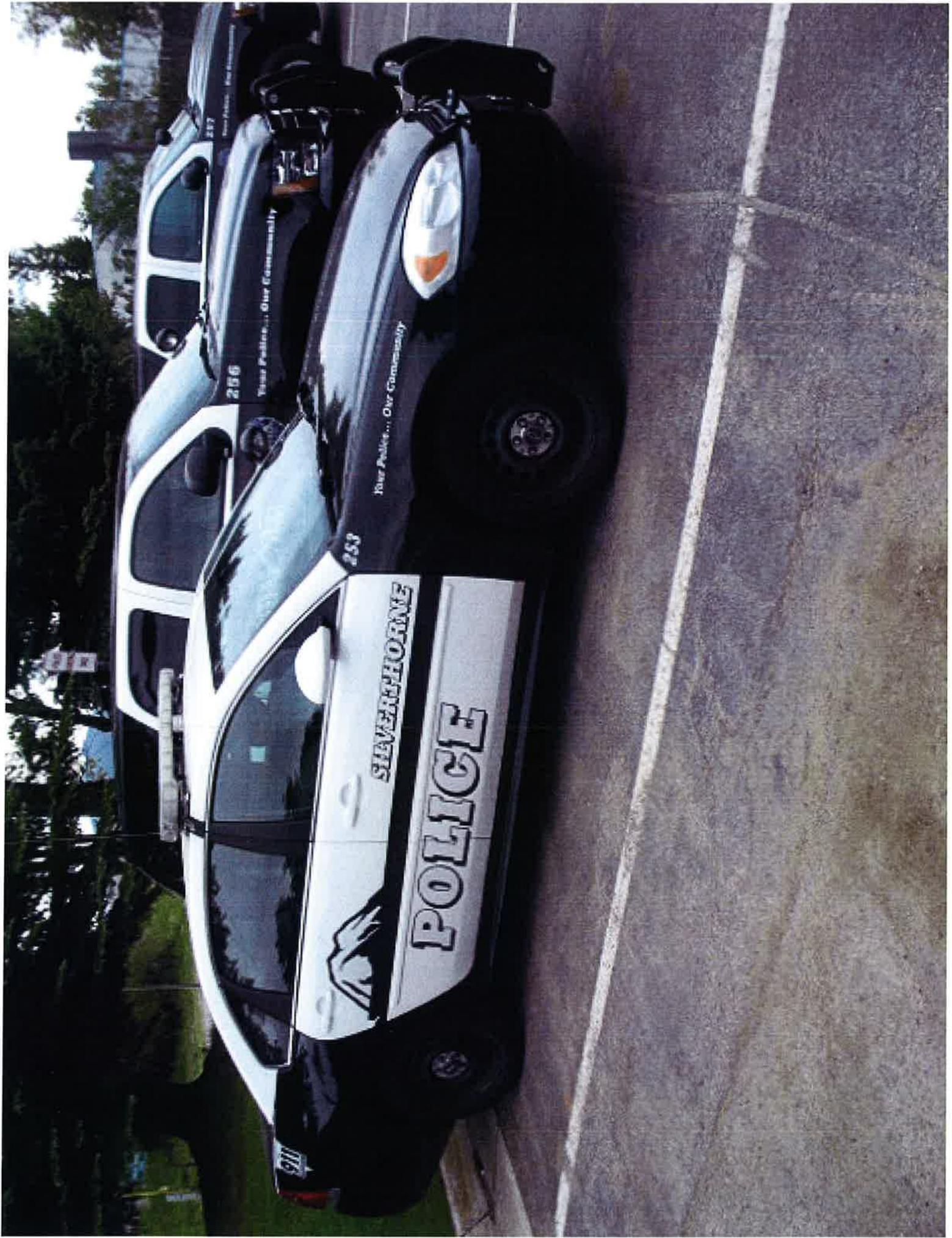
DEALER TO WHOM DELIVERED
GSA FINANCE DIV., ACCOUNTS PAYABLE (6BCP.F
PO BOX 419018
KANSAS CITY, MO 64141-6018

DO

2GA3687361

This label has been placed on the vehicle to inform you of the parts content of the vehicle. It does not include the parts content of the vehicle's accessories. For more information, please contact your dealer or visit www.safercar.gov.

© 2009 General Motors LLC
GM_VL_PROD_2010 - 02/17/2009



SILVERTHORNE

POLICE

253

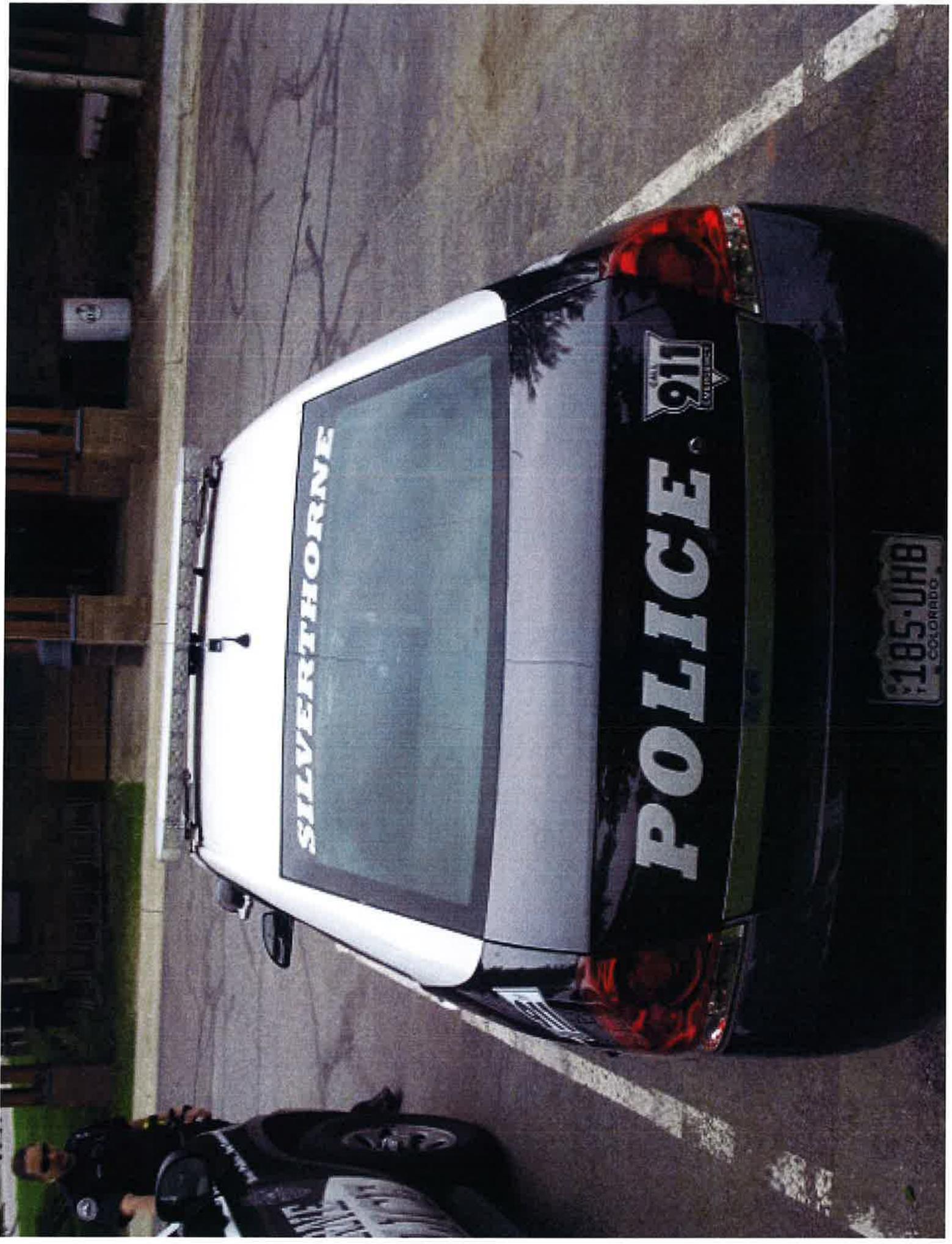
River Police... Our Community

256

Your Police... Our Community

257

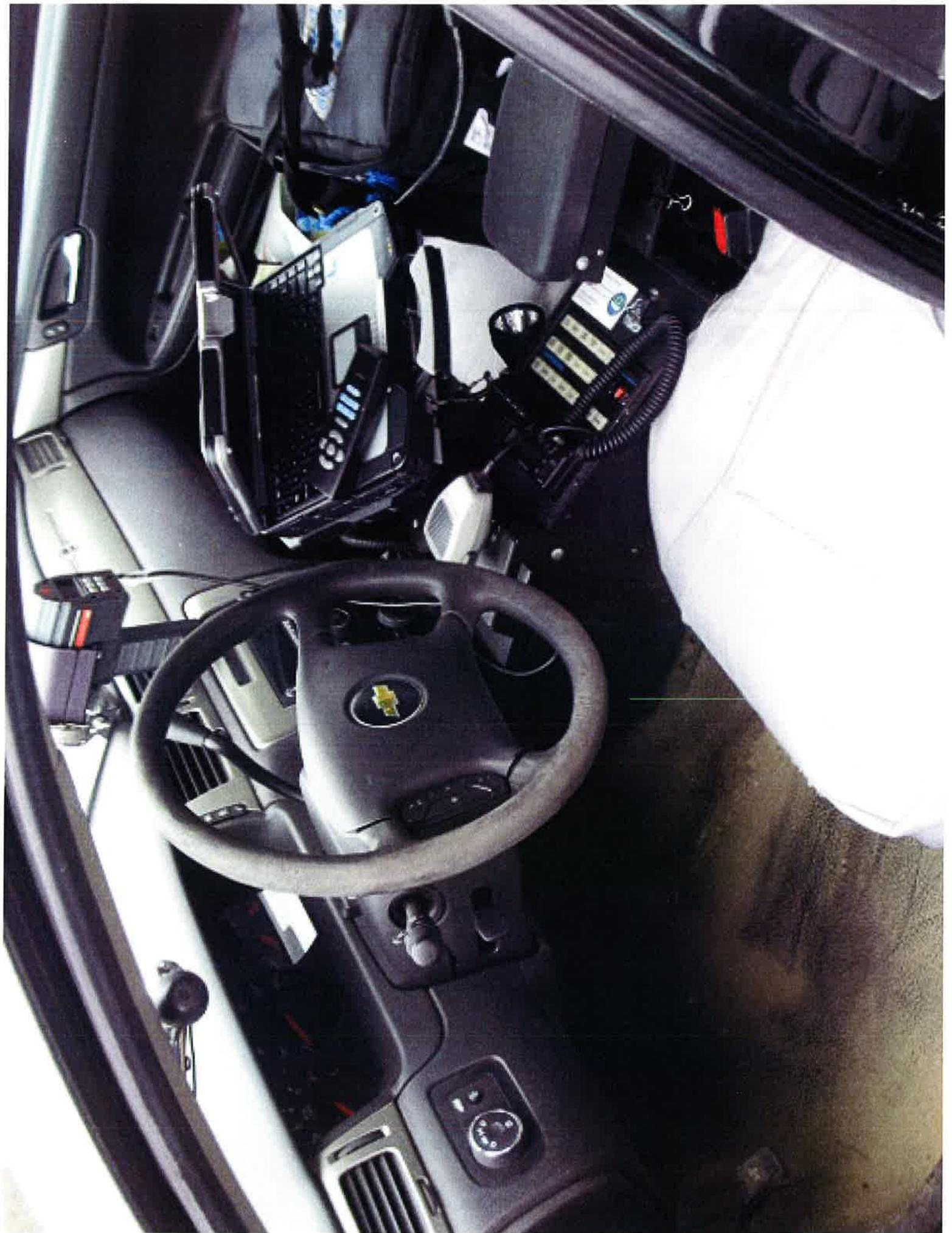


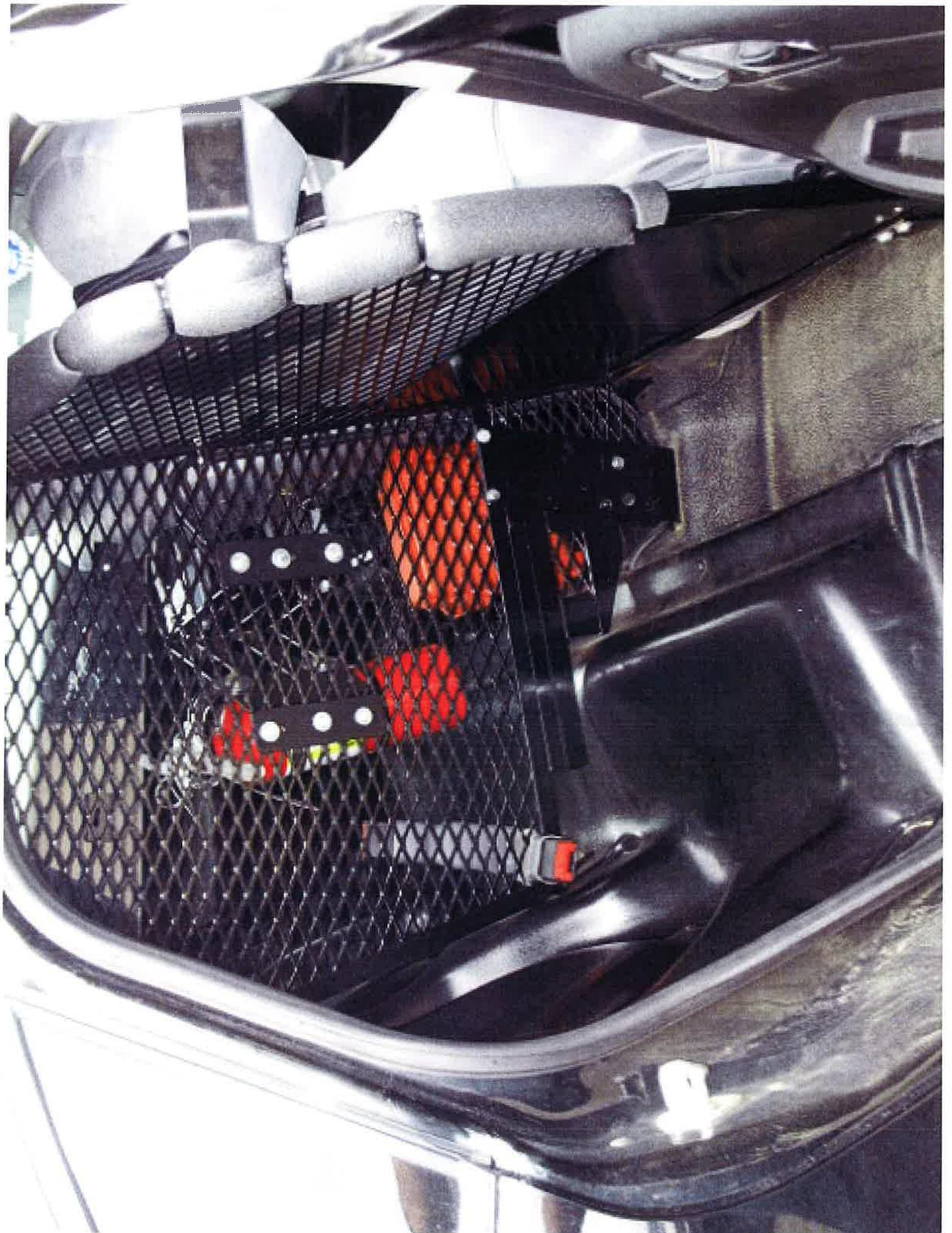


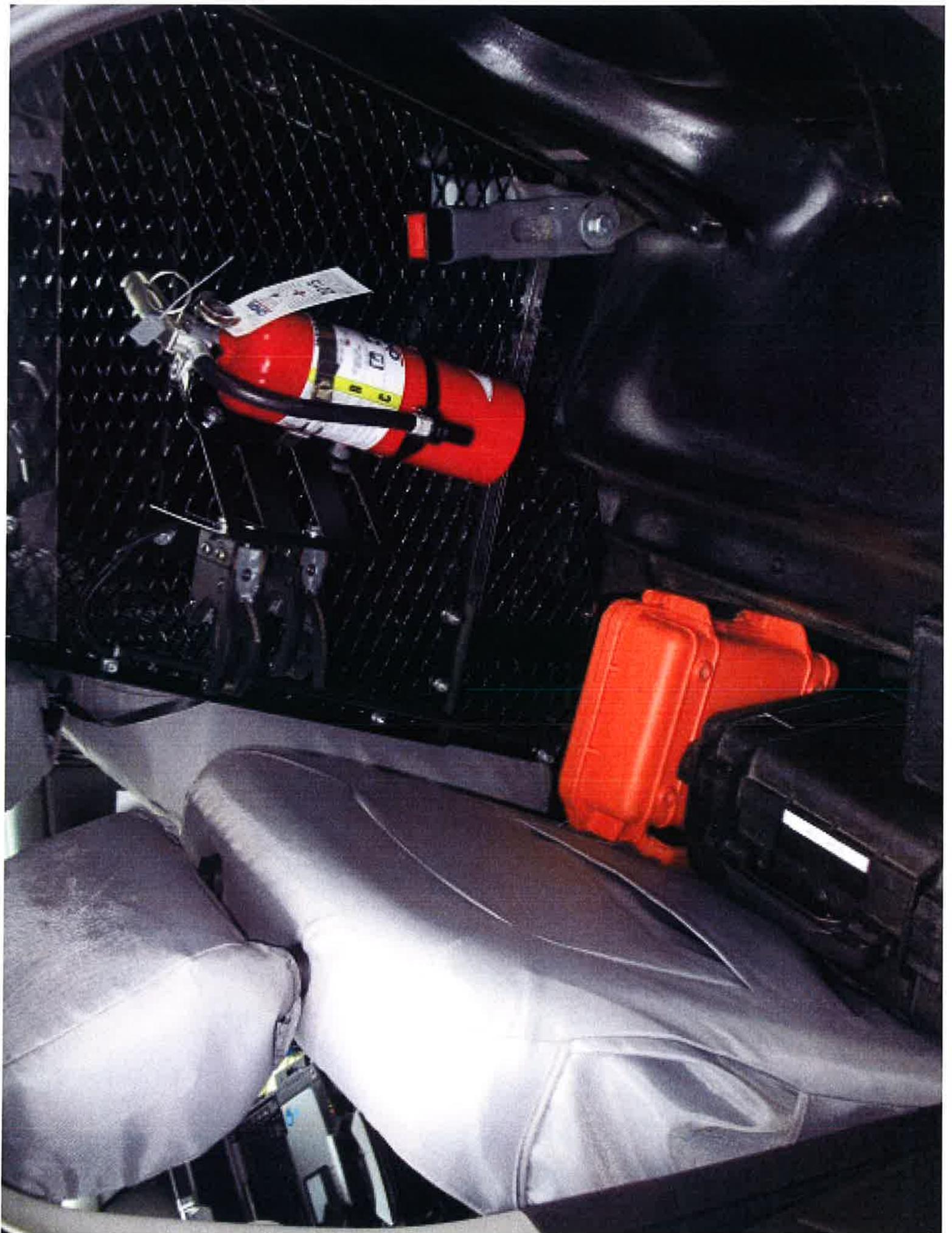
SILVERTHORNE

POLICE 911

185-UHB
COLORADO







MEMORANDUM

2.g.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: July 1, 2015
Subject: Discussion, CR41 maintenance

Attachments

As the Town has done for many years, we have an informal agreement with Weld County by which we maintain certain segments of county road and they maintain certain segments of Town gravel roads. This arrangement provides for maintenance of continuous stretches of road that go in and out of the Town boundaries in a more efficient manner.

At the Board's request, we have scheduled a continued discussion of the maintenance of a segment of CR41 between CR8 and the CDOT frontage road that is being maintained by the Town in exchange for the County maintaining a section of CR10, from Beech Street to the railroad.

The east half of CR41, adjacent to the Hamilton Annexation (see attached map), is approximately 1,000 feet in length. The entire Town-maintained road from CR8 to the frontage road is about 2,500 feet long.

The County-maintained section of CR10 is approximately 4,400 feet long, of which about 2,500 feet is in Town, having been annexed as part of the Carlson Annexation.

A problem with the section of CR41 that is maintained by the Town is that it lacks sufficient road base that would be necessary to hold up for any length of time. The road bed is mostly sand and it washes away easily. Putting a hard surface on the road would reduce the amount of maintenance done by the Town (roughly \$1,000/month in equipment and operator time) and would provide for maintainable, functional ditches along the road.

On June 3rd the Board authorized staff to proceed with an alternative road treatment that would provide a treated recycled asphalt surface. The cost of the project was estimated at \$42,130. This would be the Town's first attempt at this technique for road surfacing. Without experience in this type of surfacing, we do not know how well the new surface will hold up, especially considering the sandy material on the road at this time that will serve as the base for the recycled asphalt. And it is a reconstruction of the road, not maintenance. As such, it would be paid out of one of the Town's capital funds, probably the Paving Sales Tax Fund. Maintenance is paid from the general fund.

Funds for the project are available, and staff will proceed as directed by the Board.

MEMORANDUM

2.g.

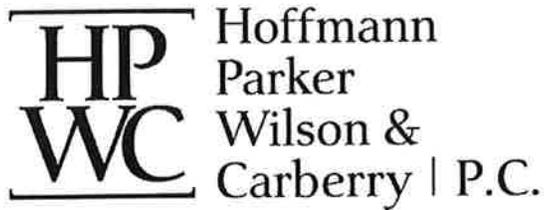
To: Board of Trustees
From: Joe Racine, Town Administrator
Date: July 1, 2015
Subject: Ordinance No. 15-10, First Reading, Amendment to Land Development Code regarding modifications to telecommunications facilities

Attachments

Ordinance No. 15-10 is presented for consideration on first reading. The ordinance, presented to the Board at the June 3rd meeting, would modify the cell tower provisions of the land development code to bring it into compliance with new statutory requirements. I've enclosed Corey Hoffmann's memo that was presented at that meeting.

The amendments address modifications to existing wireless telecommunications facilities and add definitions for various components. It also sets standards for applications to modify existing facilities.

As an amendment to the land development code, hearings at the Planning Commission and at the Board of Trustees are required. If approved on first reading, staff will schedule the hearings.



Corey Y. Hoffmann
Kendra L. Carberry
Jefferson H. Parker
M. Patrick Wilson

Of Counsel
J. Matthew Mire

Denver Office
1530 16th Street, Suite 200
Denver, CO 80202-1468
(303) 825-6444

Vail Office
P.O. Box 2616
Vail, CO 81658
(970) 390-4941

Ryan S. Malarky
Elizabeth R. Cross
T. Damien Zumbrennen
Kathryn M. Sellars
Ashley N. Pollock

TOWN OF HUDSON
MEMORANDUM

**TO: MAYOR AND BOARD OF TRUSTEES
JOE RACINE, TOWN ADMINISTRATOR**

**FROM: COREY Y. HOFFMANN, TOWN ATTORNEY
T. DAMIEN ZUMBRENNEN, ESQ.**

DATE: MAY 12, 2015

RE: WIRELESS TELECOMMUNICATIONS FACILITIES UPDATE

This memorandum provides an update on the Middle Class Tax Relief and Job Creation Act of 2012 (more commonly known as the "Spectrum Act"), which contains provisions governing a local government's review of land use applications relating to wireless telecommunications towers or base stations. As described herein, the Town will need to amend its Code to comply with the new rules.

Background

Section 6409(a) of the Spectrum Act (47 U.S.C. § 1455) limits a local government's ability to regulate land use practices relating to certain telecommunications facilities. Specifically, Section 6409(a) provides that "a State or local government may not deny, and shall approve, any eligible facilities request for a modification of an existing wireless *tower* or *base station* that does not *substantially change* the physical dimensions of such tower or base station." 47 U.S.C. § 1455(a)(1) (emphasis added). An "eligible facilities request" is defined as any request for modification of an existing wireless tower or base station that involves: (a) collocation of new transmission equipment; (b) removal of transmission equipment; or (c) replacement of transmission equipment. 47 U.S.C. § 1455(a)(2).

Definitions

Until recently, little guidance was available with respect to the meaning of the terms "base station," "tower" and "substantially change." The Town recently amended its regulations using terminology defining substantial change from other federal guidance but now the new regulations provide lengthy clarification of these terms.

The new regulations define "base station" as a "structure or equipment at a fixed location that enables [Federal Communications] Commission-licensed or authorized wireless communications between user equipment and a communications network." 47 C.F.R. § 1.40001(b)(1). The term does not include a "tower" as defined below. *Id.* The term includes "equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul." *Id.* It also includes "radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems and small-cell networks)." *Id.* Finally, the term "base station" also includes any structure other than a tower (*i.e.* buildings, poles, etc.) to which any of the equipment described above is attached. *Id.* To be a base station, the structure need not be built for the purpose of supporting such equipment. *Id.* However, the term does not include any structure that does not support any such equipment at the time the modification application is filed. *Id.*

The term "tower" is defined as follows:

Any structure built for the sole or primary purpose of supporting any [Federal Communications] Commission-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site.

47 C.F.R. § 1.40001(b)(9).

Under the new regulations, a "substantial change" in the *height* of a tower or base station occurs when either of the following criteria are found:

- (1) For towers outside of public rights-of-way, where the height of the tower is increased by more than 10%, or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed 20', whichever is greater. 47 C.F.R. § 1.40001(b)(7)(i).
- (2) For towers located in public rights-of-way and for base stations, where the height of the structure increases by more than 10% or by more than 10', whichever is greater. *Id.*

Where deployments are separated horizontally, changes in height must be measured from the original support structure. 47 C.F.R. § 1.40001(b)(7)(i)(A). For example, where the equipment is collocated side by side on a building's rooftop, the change in height is measured from the height of the rooftop and not from the height of any existing telecommunications equipment. *Id.*; *Acceleration of Broadband Deployment by Improving Wireless Facilities Siting Policies*, 80 FR 1238-0180, 1254 (2015).

In all other cases (*i.e.*, vertical deployments), changes in height must be measured from the height of the tower or base station, including any appurtenances, as the tower or base station existed on February 22, 2012 (the passage of Section 6409(a)). *Id.* The 2012 height provides the baseline for purposes of measuring a substantial change. *Id.* Modifications made after February 22, 2012 do not change the baseline, which prevents a series of permissible small changes from resulting in an overall change that exceeds the adopted standards. *Id.*

A "substantial change" in the *width* of a tower or base station occurs as follows:

- (1) For towers outside of public rights-of-way, when the addition of an appurtenance to the body of the tower protrudes from the edge of the tower more than 20', or more than the width of the tower structure at the level of the appurtenance, whichever is greater. 47 C.F.R. § 1.40001(b)(7)(ii).
- (2) For towers in public rights-of-way and for base stations, when the addition of an appurtenance to the body of the structure would protrude from the edge of the structure by more than 6'. *Id.*

For towers in the public rights-of-way and for base stations, a "substantial change" also occurs as follows:

- (1) When the change involves the installation of any new equipment cabinets on the ground if no ground cabinets presently exist. 47 C.F.R. § 1.40001(b)(7)(iii).
- (2) When the change involves the installation of ground cabinets that are more than 10% larger in height or overall volume than any existing ground cabinets. *Id.*

Finally, a "substantial change" occurs for any tower or base station when one or more of the following criteria are found:

- (1) When the change involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed 4 cabinets. *Id.*
- (2) When the change entails any excavation or deployment outside the current site. 47 C.F.R. § 1.40001(b)(7)(iv).

(3) When the change would defeat the concealment elements of the eligible support structure. 47 C.F.R. § 1.40001(b)(7)(v).

(4) When the change does not comply with conditions associated with the siting approval of the construction or modification of the tower, base station or base station equipment. 47 C.F.R. § 1.40001(b)(7)(vi). This limitation does not apply, however, when the noncompliance does not exceed the thresholds identified in 47 C.F.R. §§ 1.40001(b)(7)(i) through (iv).

Application Review

Section 6409(a) also imposes new rules on a local government's review of applications for the modification of existing towers and base stations. 47 C.F.R. § 1.40001(c).

First, a local government may only require the submission of documentation and information that is reasonably necessary to determine whether a proposed modification would substantially change the physical dimensions of an eligible tower or base station. 47 C.F.R. § 1.40001(c). A local government may not require an applicant to submit any other documentation or information. *Id.*

Second, a local government must approve an application within 60 days unless the local government determines that the application is not governed by the new regulations. *Id.* The 60-day period may be tolled only by mutual agreement or where an application is incomplete. *Id.* The timeframe for review is not tolled by a local government's moratorium on the review of applications. *Id.* Where an application is incomplete, the local government must provide written notice to the applicant within 30 days, clearly and specifically identifying all missing documents or information. *Id.* The timeframe for review begins running again when the applicant makes a supplemental submission in response to such notice. *Id.* If an application remains incomplete after a supplemental submission, the local government has 10 days to once again notify the applicant. *Id.* Second or subsequent notices of incompleteness may not require the production of documents or information that was not requested in the original notice of incompleteness. *Id.*

Finally, in the event the local government fails to approve or deny a request seeking approval within the timeframe for review (accounting for any tolling), the request shall be deemed granted. *Id.* This automatic approval does not become effective until the applicant notifies the local government, in writing after the review period has expired (accounting for any tolling), that the application has been deemed granted. *Id.*

Importantly, notwithstanding the provisions of Section 6409(a), a local government may require an applicant to comply with generally applicable building, structural, electrical, and safety codes or with other laws codifying objective standards reasonably related to health and safety, and a local government may condition approval of modification applications on such

compliance. *Acceleration of Broadband Deployment by Improving Wireless Facilities Siting Policies*, 80 FR 1238-0180, 1255 (2015).

Application to the Hudson Municipal Code

The Hudson Municipal Code (the "Code") defines a commercial mobile radio service ("CMRS") facility as:

An unmanned facility consisting of antennae and accessory equipment, and used for the reception, switching, transmission or receiving of wireless telecommunications operating at one thousand (1,000) watts or less effective radiated power, and using frequencies authorized by the Federal Communications Commission (FCC), including but not limited to paging, enhanced specialized mobile radio, personal communication systems, cellular telephone, point-to-point microwave signals and similar technologies.

Code § 16-152. The Code also includes definitions for "roof-mounted," "wall-mounted" and "pole-mounted" CMRS facilities. *Id.* These items fall within the definition of a telecommunications tower or base station under Section 6409(a).

The Code contains provisions that conflict with Section 6409(a). For example, the Code may require a CMRS-facility applicant to submit more information than permitted by Section 6409(a). Similarly, because there are no firm deadlines, the Town's review process conflicts with the requirement under Section 6409(a) that the Town approve or deny an application within 60 days of receipt of a complete application.

Section 6409(a) does not apply to applications for new towers or base stations. 47 U.S.C. § 1455(a)(1). Therefore, the Town may enforce existing provisions within the Code with regard to applications for new CMRS facilities.

Conclusion

We would recommend that the Town amend the Code to comply with Section 6409(a) of the Spectrum Act, and we have drafted a proposed ordinance that covers the issues raised in this memorandum.

Importantly, the new regulations will likely impact all future requests for modification of existing wireless telecommunications facilities. The broad definitions of "tower" and "base station" include all existing roof-mounted, wall-mounted, pole-mounted and tower-mounted facilities, as well as the structures to which they are attached. Therefore, in reviewing an application for a modification of any existing facility, the Town must consider whether a "substantial change" will occur. However, the Town need not consider any of these issues when reviewing an application for the creation of a new facility.

May 12, 2015
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As always, if you have any questions or concerns, please do not hesitate to contact us.

ORDINANCE NO.

NO. 15-10
Series of 2015

TITLE: AN ORDINANCE AMENDING THE HUDSON MUNICIPAL CODE CONCERNING MODIFICATIONS TO EXISTING WIRELESS TELECOMMUNICATIONS FACILITIES

WHEREAS, Article 10 of Chapter 16 of the Hudson Municipal Code (the "Code") governs Commercial Mobile Radio Service ("CMRS") facilities;

WHEREAS, Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 (the "Spectrum Act") prohibits the Town from denying land use applications that would not substantially change the physical dimensions of certain CMRS facilities, and restricts the review process for an application for the modification of certain CMRS facilities; and

WHEREAS, the Board desires to amend the Code to comply with Section 6409(a) of the Spectrum Act.

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

Section 1. Section 16-152 of the Code is hereby amended by the addition of the following new definitions, to be inserted alphabetically:

Base station means a structure or equipment, other than a tower, at a fixed location that enables Federal Communications Commission-licensed or authorized wireless communications between user equipment and a communications network. The term includes any equipment associated with wireless communications services, including radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems and small-cell networks). The term includes any structure, other than a tower, to which any of the equipment described hereof is attached.

Eligible telecommunications facility request means a request for approval of the modification of an existing tower or base station that involves the collocation of new transmission equipment, the removal of transmission equipment or the replacement of transmission equipment.

Substantial change means a modification to an existing tower or base station under the following circumstances:

- (1) A substantial change in the height of an existing tower or base station occurs as follows:

- a. For a tower outside of a public right-of-way, when the height of the tower is increased by more than ten percent (10%), or by the height of one (1) additional antenna array with separation from the nearest existing antenna not to exceed twenty (20) feet, whichever is greater.
 - b. For a tower located in a public right-of-way or for a base station, when the height of the structure increases by more than ten percent (10%) or by more than ten (10) feet, whichever is greater.
- (2) Changes in height are measured as follows:
- a. When deployments are separated horizontally, changes in height shall be measured from the original support structure, not from the height of any existing telecommunications equipment.
 - b. When deployments are separated vertically, changes in height shall be measured from the height of the tower or base station, including any appurtenances, as the tower or base station existed on February 22, 2012.
- (3) A substantial change in the width of an existing tower or base station occurs as follows:
- a. For a tower outside of public rights-of-way, when the addition of an appurtenance to the body of the tower protrudes from the edge of the tower more than twenty (20) feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater.
 - b. For a tower in a public right-of-way or a base station, when the addition of an appurtenance to the body of the structure would protrude from the edge of the structure by more than six (6) feet.
- (4) A substantial change also occurs for an existing tower in a public right-of-way or an existing base station as follows:
- a. When the change involves the installation of any new equipment cabinets on the ground, if no ground cabinets presently exist; or
 - b. When the change involves the installation of ground cabinets that are more than ten percent (10%) larger in height or overall volume than any existing ground cabinets.
- (5) A substantial change also occurs for any existing tower or base station when any of the following are found:

- a. When the change involves installation of more than the standard number of new equipment cabinets for the technology involved, or more than four (4) new cabinets, whichever is less.
- b. When the change entails any excavation or deployment outside the current site.
- c. When the change would defeat the concealment elements of the eligible support structure.
- d. When the change does not comply with conditions associated with the original siting approval of the construction or modification of the tower, base station or base station equipment. This limitation does not apply if the non-compliance is due to an increase in height, increase in width, addition of cabinets, or new excavation that would not exceed the thresholds identified in Subsections (1) through (5)(b), hereof.

Tower means a structure built for the sole or primary purpose of supporting any Federal Communications Commission-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site.

Section 2. Article 10 of Chapter 16 of the Code is hereby amended by the addition of a new Section 16-158, to read as follows:

Sec. 16-158. Eligible telecommunications facility requests.

(a) Application materials.

- (1) An applicant for an eligible telecommunications facility request shall be required to submit only such documentation and information as is reasonably necessary to determine whether a proposed modification would substantially change the physical dimensions of an eligible tower or base station.
- (2) The Town shall make available an application form which shall be limited to the information necessary for the Town to consider whether an application would substantially change the physical dimensions of an eligible tower or base station. The application form may not require the applicant to demonstrate a need or business case for the proposed modification or collocation.

(b) Incomplete applications.

- (1) When an application is incomplete, the Town shall provide written notice to the applicant within thirty (30) days, specifically identifying all missing documents or information.

(2) If an application remains incomplete after a supplemental submission, the Town shall notify the applicant within ten (10) days. Second or subsequent notices of incompleteness may not require the production of documents or information that were not requested in the original notice of incompleteness.

(c) Expedited review.

(1) For zones in which a CMRS facility is allowed as a Use by Special Review, an eligible telecommunications facility request shall be approved or denied by the Town within sixty (60) days of the date of the Town's receipt of the completed application. This time period may be tolled only by mutual agreement or when an application is incomplete.

(2) For zones in which a CMRS facility is allowed as a permitted use, an eligible telecommunications facility request shall be approved or denied by the Town Administrator within seven (7) days of the date of the Town's receipt of the completed application. This time period may be tolled only by mutual agreement or when an application is incomplete.

(3) If the Town fails to approve or deny an eligible telecommunications facility request within the sixty (60) days of the date of the Town's receipt of the completed application (accounting for any tolling), the request shall be deemed granted; provided that this automatic approval shall become effective only upon the Town's receipt of written notification from the applicant after the review period has expired (accounting for any tolling) indicating that the application has been deemed granted.

(d) Review.

(1) The Planning Commission shall review the application to determine whether the application qualifies as an eligible telecommunications facility request.

(2) Approval.

a. The Town shall approve an eligible telecommunications facility request that does not substantially change the physical dimensions of a tower or base station.

b. The Town may approve an eligible telecommunications facility request that substantially changes the physical dimensions of a tower or base station if it complies with the remainder of this Code.

c. The Town may condition the approval of any eligible telecommunications facility request on compliance with generally applicable building, structural, electrical, and safety codes or with other laws codifying objective standards reasonably related to health and safety.

(3) Denial. A final decision by the Town to deny an eligible telecommunications facility request under this Section shall be in writing and shall include the reason(s) for denial.

INTRODUCED, READ IN FULL, AND ADOPTED this 1st day of July, 2015.

TOWN OF HUDSON, COLORADO

Raymond Patch, Mayor

ATTEST:

Linnette Barker, CMC, Town Clerk

PASSED ON SECOND AND FINAL READING this 15th day of July, 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.h.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: July 1, 2015
Subject: Ordinance No. 15-11, First Reading, Approving and ratifying the sale of town-owned property, Lot 7A, Hudson Industrial Park Filing No. 1

Attachments

Ordinance No. 15-11, presented on first reading, approves the sale of surplus property to BNSF in accordance with the letter of intent as presented to the Board on May 6th. At that time the consensus of the Board was to proceed with the negotiation of a sale of Lot 7A, Hudson Industrial Park. The ordinance acknowledges that the property was originally dedicated to the Town as a site for a wastewater treatment facility, an idea that is long since abandoned. The Town and the developer agreed that the limitation to the site's use for a wastewater facility would be removed, enabling the Town to sell the site for other industrial purposes.

The action proposed for the Board at this meeting does not serve to sell the property, only to meet the statutory requirement that property be surplus in order to enable the sale without an election.

Corey Hoffmann has reviewed a draft purchase agreement and offered suggestions for a few amendments. Corey's revised draft is attached. If approved by BNSF I will schedule it for consideration by the Board at a future meeting.

The proposed ordinance acknowledges that original purpose for the site. In view of that, I recommend that should the sale be closed the revenue be posted to the wastewater fund so that the proceeds from the sale go into the fund for which it was originally intended and provide some much-needed fund balance in the utility's fund.

ORDINANCE NO.

15-11

Series of 2015

TITLE: AN ORDINANCE APPROVING THE SALE OF TOWN-OWNED PROPERTY KNOWN AS LOT 7A, HUDSON INDUSTRIAL PARK FILING NO. 1

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

Section 1. The Board of Trustees hereby approves the Purchase and Sale Contract – Unimproved Property attached hereto as **Exhibit A**, between the Town and BNSF RAILWAY COMPANY, a Delaware corporation, of the Town-owned property known as Lot 7A, Hudson Industrial Park Filing No. 1 (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, in this case as a Town wastewater facility site, 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

DRAFT. To Be Considered at Future Meeting

**PURCHASE AND SALE CONTRACT
UNIMPROVED PROPERTY**

THIS PURCHASE AND SALE CONTRACT ("Contract") is entered into as of the Effective Date (defined below) by and between Town of Hudson ("Seller"), and **BNSF RAILWAY COMPANY**, a Delaware corporation ("Purchaser").

In consideration of the mutual covenants set forth in this Contract and for other valuable consideration, which the parties acknowledge receiving, Seller and Purchaser agree as follows:

Section 1. Sale and Purchase.

(a) Subject to the terms and conditions set forth in this Contract, Seller agrees to sell and convey to Purchaser (or its designee), and Purchaser (or its designee) agrees to purchase and accept from Seller, for the Purchase Price (defined below):

(1) That certain tract of land (the "Land") in Weld County, Colorado, commonly known as HUDSON INDUSTRIAL PARK LOT 7A BEING THAT PART OF THE SW ¼ OF THE NE ¼ OF THE SE ¼ OF SECTION 36, TOWNSHIP 02 NORTH, RANGE 65 WEST consisting of approximately 5.05 acres in Weld County, Colorado more particularly described in the attached **Exhibit "A"**, together with all strips and gores, easements, rights-of-way, licenses, interests, rights, and appurtenances appertaining to the Land, if any.

(2) All rights, titles, and interests of Seller in and to any easements, rights-of-way, or other interests in, on, or to any alley, highway, or street in, on, across or adjoining the Land.

(3) All site plans, surveys, soil and substrata studies, environmental assessments, plans and specifications, engineering plans and studies, landscape plans, and other plans, studies or reports of any kind in Seller's or its contractors' or agents' possession that relate to the Property ("Plans and Studies").

(4) Any and all other rights, titles, interests, privileges, and appurtenances owned by Seller and in any way related to, or used in connection with, the ownership of the Land; provided that Purchaser desires to receive assignment of the same.

(b) The above listed items are collectively called the "Property." The Property must be conveyed, assigned, and transferred to Purchaser (or its designee) at the Closing (defined below) free and clear of all liens, claims, easements, covenants, conditions, rights-of-way, reservations, restrictions, encroachments, tenancies, mineral interests, royalty interests, oil, gas or mineral leases, and any other type of encumbrance (collectively, the "Encumbrances"), except the Encumbrances appearing in the Title Commitment (defined below) that either are not objected to, or, if objected to, are not cured and that are subsequently waived in accordance with Section 3 ("Permitted Encumbrances").

Section 2. Purchase Price and Earnest Money.

(a) The purchase price ("Purchase Price") for the Property is Two Hundred Fifty Thousand and 00/100 (\$250,000.00) payable in cash at closing.

(b) The Purchase Price is payable in cash at the Closing (defined below).

(c) Within three (3) business days after the Effective Date, Purchaser shall deliver to Title Company (defined below) (\$10,000.00) ("Earnest Money"), either by wire transfer or by a certified or cashier's check payable to the order of Title Company. The Earnest Money will be held in escrow in an interest-bearing account in a financial institution acceptable to Purchaser accruing to the benefit of the party entitled to the Earnest Money under this Contract. Delivery of the Earnest Money is a condition precedent to the effectiveness of this Contract. If the contemplated transaction is consummated in accordance with this Contract, the Earnest Money (and all accrued interest) will be applied to the Purchase Price at the Closing. If the transaction is not so consummated, the Earnest Money (and all accrued interest) will be held and delivered by the Title Company as provided below.

Section 3. Title Commitment and Survey.

(a) As soon as practicable, but no later than twenty-five (25) days after the Effective Date, Purchaser, at its expense, will deliver or cause to be delivered to Purchaser the following:

(1) An ALTA Owner's Commitment for Title Insurance (or other comparable form if the Land is located in a jurisdiction which does not employ ALTA standards ("Title Commitment") from Chicago Title ("Title Company"). The Title Commitment will set forth the status of title to the Property and will show all Encumbrances and other matters, if any, relating to the Property.

(2) Legible copies of all documents referred to in the Title Commitment, including but not limited to lien instruments, plats, reservations, restrictions, and easements.

(3) Copies of the tax statements covering the Property.

(b) Within twenty-five (25) days after the Effective Date, Purchaser, at its expense, will deliver to Purchaser a survey ("Survey") consisting of a plat and to the extent available, field notes describing the Property. The Survey must be a current, on-the-ground, staked survey performed by a registered public surveyor or engineer satisfactory to Purchaser and Title Company. The Survey must **comply with the standards of an ALTA survey** and must (i) reflect the actual dimensions of the Land and the number of gross square feet and net square feet contained in it; (ii) identify any rights-of-way, easements, or other Encumbrances by applicable recording reference; and (iii) include the surveyor's registered number and seal, the date of the Survey, and a narrative certificate acceptable to Purchaser in favor of Purchaser, Title Company and if Purchaser requests, Purchaser's lender.

(c) Purchaser must give Seller written notice of any objections ("Objections") to the Title Commitment or the Survey (including, but not limited, to the legal description) within fifteen (15) business days after receiving the Title Commitment, the Survey, and all documents referred to in the Title Commitment and the Survey. At the Closing, Seller will provide releases for any deed-of-trust liens, judgment liens, mechanic's liens, delinquent taxes, or any other monetary liens encumbering the Property; provided, however, that if any such liens also encumber other property owned by Seller, Seller will not be required to obtain releases as to such other property, so long as Seller appropriately subdivides such other property from the Property.

(d) If Purchaser gives notice of the Objections, then Seller may (i) cure the Objections; (ii) cause the Title Commitment and the Survey to be amended to reflect cured matters; and (iii) give Purchaser a written response concerning the Objections within five (5) business days after receiving the notice from Purchaser. If Seller does not respond as described, then Purchaser is entitled either:

(1) To terminate this Contract by written notice to Seller and Title Company at any time within ten (10) business days after receipt of written notice from Seller stating that Seller will not or cannot cure the Objections. Upon termination, Purchaser will be entitled to the return of the Earnest Money, and neither party will have any further rights or obligations under this Contract; or

(2) To waive the Objections that Seller will not or cannot cure and consummate the purchase of the Property subject to those Objections, which will be deemed to be Permitted Encumbrances.

(3) Notwithstanding the foregoing Sections, if Seller has commenced curing the Objections and is diligently prosecuting the same, as determined by Purchaser in Purchaser's sole discretion, then Purchaser in Purchaser's sole discretion may extend the Feasibility Period for an amount of time Purchaser deems necessary for Seller to cure the Objections.

(e) In the event the Title Commitment and/or Survey are revised after Purchaser's initial receipt of the same so as to include any additional exemptions or Encumbrances not shown on the initial Title Commitment and Survey ("New Encumbrances"), the provisions above shall be applicable to any such New Encumbrance and Purchaser shall have the right to deliver Objections with respect thereto in the same manner as Objections to the initial Title Commitment and Survey except that (i) the Objection Period with respect to any such New Encumbrance shall terminate ten (10) days after Purchaser's receipt of the revised Title Commitment or Survey which first refers to or discloses such New Encumbrance and (ii) the Cure Period with respect to such New Encumbrance shall terminate five (5) days after Seller's receipt of Purchaser's Objections with respect thereto.

Section 4. Feasibility Period.

(a) As used in this Contract, "Feasibility Period" means the period beginning on the Effective Date and ending at 6:00 p.m. Central Time, one hundred and twenty (120) days from the effective date. Purchaser may, at Purchaser's sole discretion, extend the Feasibility Period

for an additional ninety (90) days by providing Seller written notification on or before the expiration date of the Feasibility Period, as it may be extended.

(b) At the commencement of the Feasibility Period, Seller will deliver to Purchaser copies of all Plans and Studies.

(c) Purchaser may terminate its obligation to purchase the Property at any time during the Feasibility Period in its sole discretion. Purchaser must exercise its termination rights under this Section 4(b) by delivering written notice to Seller at any time during the Feasibility Period. Upon termination of this Contract during the Feasibility Period, Title Company shall -- and is authorized and instructed to -- promptly deliver the Earnest Money to Purchaser without the need for any further instruction or authorization from Seller, and neither party will have any further rights or obligations under this Contract. If Purchaser does not send such a notice during the Feasibility Period, it will be deemed to have elected to proceed with purchasing the Property.

(d) During the Feasibility Period, Purchaser may apply with the appropriate governmental authorities to obtain necessary governmental approvals, variances, or permits for Purchaser's contemplated use. Seller will cooperate with Purchaser's efforts to obtain these approvals.

(e) During the Feasibility Period, Seller will permit Purchaser and its contractors and agents to enter the Property to inspect and test the Property (including systems and structural inspections, soil borings, and environmental tests) as Purchaser deems necessary or desirable. Seller will cooperate with Purchaser in arranging the inspections and tests. Purchaser must repair any damages to the Property resulting from any inspection or testing conducted by it or at its direction, and will hold Seller harmless from any and all activities of Buyer, its agents or contractors for such inspections or testing.

(f) Notwithstanding anything herein to the contrary, in the event that Seller does not obtain and deliver either the Survey or the Title Commitment within the time periods specified above, the Feasibility Period shall be automatically extended (unless Purchaser gives notice otherwise) for the number of days that Seller is so delayed in delivering the Survey or the Title Commitment.

(g) As consideration for Seller's holding the Property available for purchase during the Feasibility Period, Purchaser has paid Seller \$100 ("Independent Contract Consideration"), which Seller may retain even if this Contract is terminated. The Independent Contract Consideration does not apply to the Purchase Price.

Section 5. Termination, Default and Remedies.

(a) Purchaser will be in default under this Contract if (i) it fails or refuses to purchase the Property at the Closing, or (ii) it fails to perform any of its other obligations either before or at the Closing, and such failure is not cured within five (5) business days after written notice of default from Seller. Purchaser will not be in default, however, if it terminates this Contract when it has an express right to terminate or when Seller fails to perform its obligations under this

Contract. If Purchaser is in default, then Seller, as its exclusive remedy, is entitled to terminate this Contract by giving written notice to Purchaser before or at the Closing. Following the termination notice, neither party will have any further rights or obligations under this Contract. Title Company will then deliver the Earnest Money to Seller as liquidated damages, free of any claims by any person, including Purchaser. The Earnest Money to which Seller may be entitled is the parties' reasonable forecast of just compensation for the harm that Purchaser's breach would cause, which is otherwise impossible or very difficult to estimate accurately.

(b) Seller will be in default under this Contract if (i) it fails or refuses to sell the Property at the Closing, or (ii) it fails to perform any of its other obligations either before or at the Closing and such failure is not cured within five (5) business days after written notice from Buyer. Seller will not be in default, however, if it terminates this Contract when it has an express right to terminate or when Purchaser fails to perform its obligations under this Contract, and such failure is not cured within the cure period described above. If Seller is in default, then Purchaser is entitled ~~either (i) to enforce specific performance of Seller's obligations under this Contract with respect to the Property; or (ii) to terminate this Contract by giving written notice to Seller before or at the Closing, whereupon neither party will have any further rights or obligations under this Contract and Title Company will then deliver the Earnest Money to Purchaser, free of any claims of any person, including Seller. Nothing herein shall limit any remedy at law, in equity or otherwise that Purchaser may have against Seller in the event of a breach by Seller of (a) any warranty of Seller set forth herein that is first discovered by Purchaser after the Closing, or (b) an obligation to be performed by Seller after Closing.~~

(c) If either Seller or Purchaser becomes entitled to the Earnest Money upon termination of this Contract, Purchaser and Seller shall deliver an instruction letter to the Title Company directing disbursement of the Earnest Money to the entitled party, but this joint instruction will not be necessary if Purchaser terminates this Contract before the end of the Feasibility Period. If either party fails or refuses to sign or deliver such an instruction letter, the refusing party shall pay all reasonable attorneys' fees and court costs incurred by the party so entitled to the Earnest Money.

Section 6. Closing.

(a) The closing ("Closing") of the sale of the Property by Seller to Purchaser will occur in the Title Company's office on or before sixty (60) days following the end of the Feasibility Period ("Closing Date"). Purchaser may, at Purchaser's sole discretion, extend the Closing Date up to 1 time for 30 days by providing Seller written notification on or before the then-scheduled Closing Date.

(b) At the Closing, all of the following must occur, all of which are concurrent conditions:

(1) Seller, at its expense, shall deliver or cause to be delivered to Purchaser the following:

(i) A Special Warranty Deed ("Deed") in the form attached hereto as Exhibit "C" and incorporated herein by reference.

(ii) An ALTA Owner's Extended Coverage Policy of Title Insurance with all endorsements required by Purchaser ("Owner Policy") issued by Title Company to Purchaser for the Purchase Price insuring that, upon Closing, Purchaser is the owner of good and marketable fee simple title to the Property subject only to the Permitted Encumbrances, and to the lien of current, non-delinquent real property taxes and assessments for the year in which the Closing occurs.

(iii) Evidence satisfactory to Purchaser and the Title Company that the person executing the Closing documents on behalf of Seller has full right, power, and authority to do so.

(iv) Seller's affidavit setting forth its U.S. Taxpayer Identification Number, its office address, and its statement that it is not a "foreign person" as defined in Internal Revenue Code §1445, as amended.

(v) The original of each statement for current real estate and personal property taxes that Seller possesses, together with proof of payment of taxes.

(vi) Any other document or instrument that may be necessary or reasonably required by Purchaser or the Title Company to consummate the transaction.

(2) Purchaser, at its expense, shall deliver or cause to be delivered to Seller the following:

(i) Immediately available funds via wire transfer in an amount equal to the Purchase Price less the Earnest Money.

(ii) Evidence reasonably satisfactory to Seller and the Title Company that the person executing the Closing documents on behalf of Purchaser has full right, power, and authority to do so.

(3) Seller and Purchaser shall each pay their respective attorneys' fees, and all escrow and recording fees must be paid according to the custom for commercial real estate closings in the jurisdiction of the Property. If no custom predominates, then Seller and Purchaser shall each pay one-half (1/2) of all escrow and recording fees.

(c) Ad valorem and similar taxes and assessments relating to the Property will be prorated between Seller and Purchaser as of the Closing Date, based on estimates of the amount of taxes and assessments that will be due and payable for the Property during the year in which the Closing Date occurs. As soon as the amount of taxes and assessments on the Property for such year is known, Seller and Purchaser will readjust the amount of taxes and assessments due from each party with the result that Seller is responsible for those taxes and assessments applicable to the Property before the Closing Date and Purchaser is responsible for those taxes

and assessments applicable to the Property on and after the Closing Date. All prior years' taxes and assessments will be Seller's obligations. This Section 7(c) will survive the Closing.

(d) Any taxes levied as a result of a change in land usage or ownership by virtue of the Property having received any agricultural, open-space or other special use valuation (such taxes being referred to herein as "Roll-Back Taxes") shall be the sole responsibility of Seller. Purchaser may change the use of the Property at any time and shall have no obligation to continue any existing special use valuation for any period of time. At the Closing, if Purchaser so requests, Seller shall execute written requests to the appropriate taxing authorities notifying such authorities that a change in use and ownership has occurred as of the Closing Date and requesting that such Roll-Back Taxes be calculated and a statement delivered therefor. The parties shall reasonably estimate the amount of Roll-Back Taxes which will become due and payable as a result of a change in use and ownership of the Property on the Closing Date ("Estimated Amount"). At the Closing, the Estimated Amount shall be withheld from the sales proceeds and held in an escrow account with the Title Company ("Escrow Account"). The Escrow Account shall be an interest bearing account, and all interest accrued thereon shall become a part of the Escrow Account. When the tax statements for the Roll-Back Taxes are received from the appropriate taxing authorities, the party receiving the same shall promptly forward the same to Title Company and Title Company shall promptly pay the same from the Escrow Account and send copies of paid receipts to Seller and Purchaser. Any amounts remaining in the Escrow Account after the Roll-Back Taxes have been paid in full shall be promptly released to Seller. In the event that the amounts in the Escrow Account are not sufficient to pay such Roll-Back Taxes, Seller shall be responsible for any deficiency and Seller shall indemnify and hold Purchaser harmless from and against any such deficiency and any and all such Roll-Back Taxes. At the Closing, the parties shall execute a mutually agreeable escrow agreement evidencing the above-described rights and obligations relative to the Escrow Account. Purchaser may assign its rights under this Section and such escrow agreement as security to any lender providing financing with respect to the Property and/or Purchaser's development thereof.

(e) All utility charges and the charges under any service contracts or insurance premiums that Purchaser elects to assume will be prorated between the parties as of the Closing Date.

(f) Upon completion of the Closing, Seller shall deliver to Purchaser possession of the Property free and clear of all tenancies and parties in possession.

(g) The provisions of Sections 6(c) and (d) above shall survive Closing.

Section 7. Seller's Covenants, Representations and Warranties.

(a) Seller covenants and agrees with Purchaser that:

(1) At all times before Closing, Seller shall maintain in force property and liability insurance with respect to damage or injury to person or property occurring on the Property.

(2) At all times before Closing, Seller shall maintain the Property in as good a condition and repair as exists on the Effective Date, except for normal wear and tear. Seller shall advise Purchaser of any significant repair or improvement it makes to keep the Property in such condition.

(3) Before Closing, Seller may not create -- or voluntarily permit to be created -- any liens, easements or other conditions affecting all or part of the Property without Purchaser's prior written consent, which Purchaser may withhold in its sole discretion.

(b) Seller represents and warrants to Purchaser that:

(1) Seller is a Colorado statutory municipality _____ duly organized, validly existing, and in good standing under Colorado law.

(2) Seller has all requisite power and authority to own the Property, enter into this Contract, and consummate the transaction contemplated in this Contract. Seller has duly authorized the execution and delivery of this Contract such that all documents to be executed by Seller are its valid, legally binding obligations and are enforceable against it in accordance with their terms.

(3) The persons executing this Contract and any and all documents on behalf of Seller have the legal power, right, and actual authority to bind Seller.

(4) Seller has the full right to sell the Property in accordance with this Contract.

(5) Seller has no notice and to the best of Seller's knowledge, there are no actions, suits, or proceedings pending, threatened or asserted against Seller or the Property, before or by any federal, state, municipal, or other governmental department, court, commission, board, bureau, agency, or instrumentality.

(6) Seller has no notice and to the best of Seller's knowledge, there are no pending or threatened condemnation actions, special assessments, or increases in assessed valuation with respect to the Property.

(7) Seller has not received any notice that, and to the best of its knowledge there are no, ordinances, regulations, laws, or statutes of any governmental agency pertaining to the Property which the Property violates.

(8) At Closing, there will be no unpaid bills or claims in connection with any work performed or material purchased in connection with the Property.

(9) No person, firm, corporation or other entity has or at the Closing shall have (i) any right or option to acquire the Property, or any part thereof, from Seller, or (ii) have any leasehold, tenancy, or other possessory rights or interests in the Property, or any part thereof.

(10) Seller has not, and at the Closing will not have, entered into any agreement affecting the Property, other than this Contract.

(11) Seller's execution of this Contract and its consummation of the transaction do not, and at the Closing Date will not, breach any agreement or constitute a default or a condition that would ripen into a default under any agreement to which Seller is a party or by which all or part of the Property is bound. Furthermore, Seller's execution of this Contract and its consummation of the transaction do not, and at the Closing will not, violate any order, rule, or regulation applicable to Seller or the Property of any court or any federal, state, or municipal regulatory body or administrative agency or other governmental body.

(12) No permission, approval, or consent by third parties or governmental authorities is required for Seller to consummate this transaction.

(13) No representation, warranty, or statement of Seller in this Contract or in any document or Information to be furnished to Purchaser misstates or omits any material fact necessary to make the statements or facts contained therein not materially misleading. Seller knows of no situation on or about the Property not disclosed to Purchaser in writing which Seller reasonably should know would affect Purchaser's consideration of the Property.

(14) (A) Seller has no notice and to the best of Seller's knowledge, no material amount of Hazardous Substances has been disposed of, released, or identified on, under, in the vicinity of, or at the Property.

(B) Seller has no notice and to the best of Seller's knowledge, neither the Property nor any occupant using it is in violation of any Environmental Laws relating to the Property, including, but not limited to, soil and surface and ground water conditions or the manufacture, generation, or storage of Hazardous Substances on the Property.

(C) Seller has no notice and to the best of Seller's knowledge, there are no asbestos-containing materials, underground storage tanks, above-ground storage tanks, or other containers of Hazardous Substances located on the Property. The Property is not now--and has not been--used as a landfill.

(D) Seller has no notice and to the best of Seller's knowledge, no actions, suits, proceedings, orders, inquiries, or investigations are pending or are threatened against, involving, or affecting the Property, at law or in equity, or before or by any federal, state, municipal, or other governmental department, court commission, board, bureau, agency, or instrumentality, alleging the violation of any federal, state, or local law, statute, ordinance, rule, regulation, decree, order, and/or permit relating to Environmental Matters or the release of any Hazardous Substances.

(E) (i) "Environmental Laws" means all applicable laws (including regulations, by-laws, codes, international treaties, and agreements) with respect to the Property, now or hereafter in existence, relating to the environment, health and safety matters, Hazardous Substances, pollution, or protection of the environment.

(ii) "Environmental Matters" means matters relating to the generation, manufacture, use, storage, handling, transportation, and/or disposal of Hazardous Substances, or conditions with respect to the atmosphere, soil, surface and ground waters, wetlands, stream sediments, vegetation, endangered species, and stormwater runoff or discharge.

(iii) "Hazardous Substances" means any substance that is -- or is deemed under Environmental Laws to be, alone or in any combination -- hazardous, hazardous waste, toxic, radioactive, a pollutant, a deleterious substance, a contaminant, a dangerous good, or a source of pollution or contamination, or which, when released into the environment, is likely to cause, at some immediate or future time, material harm or degradation to the environment or material risk to human health, whether or not such substance is defined as "hazardous" under Environmental Laws.

(c) Seller's representations, warranties, and covenants in this Contract are subject to the following terms and conditions:

(1) Seller's representations, warranties, and covenants are (i) material and being relied upon, and (ii) continuing, made both as of the Effective Date and as of the Closing Date, except to the extent that Seller otherwise notifies Purchaser in writing at or before Closing. If Seller so notifies Purchaser in writing at or prior to Closing -- or if Purchaser independently discovers on or prior to the Closing -- that any material representation, warranty, or covenant is no longer true, Purchaser may either (i) terminate this Contract by written notice to Seller, and neither party will have any further rights or obligations under it, and the Title Company will deliver the Earnest Money to Purchaser; or (ii) waive the representation, warranty, or covenant and close the purchase of the Property. If Purchaser discovers after the Closing that any representation or warranty was not true when made then Purchaser shall be entitled to any remedy available at law or in equity.

(2) Seller's representations, warranties, and covenants will survive the Closing for a period of two (2) years.

Section 8. Conditions to Closing.

(a) Notwithstanding anything to the contrary in this Contract, until Closing the following matters are conditions precedent to Purchaser's obligations under this Contract.

(1) All of Seller's representations and warranties must be true and correct as of Closing in all material respects.

(2) Seller must deliver, perform, observe, and comply with all of the items, instruments, documents, covenants, agreements, and conditions required of it by this Contract.

(3) Seller must not be in receivership or dissolution, nor have made any assignment for the benefit of creditors, nor admitted in writing its inability to pay its debts as they mature, nor have been adjudicated a bankrupt, nor have filed a petition in voluntary bankruptcy, or a petition or answer seeking reorganization or an arrangement with creditors under state or federal bankruptcy law or any other similar law or statute, nor may any such petition have been filed against it.

(b) Purchaser may waive any of the conditions set forth in Section 9(a) in its sole discretion, at or before Closing. If any of the conditions are not satisfied or waived, Purchaser may terminate this Contract by giving written notice to Seller at or before Closing, and neither party will have any further rights or obligations under this Contract, and Title Company will deliver the Earnest Money to Purchaser.

Section 9. Brokers. Each Party represents and warrants to the other that it has not engaged, or become liable to, any agent, broker, or other similar party in connection with this transaction. ~~EACH PARTY AGREES TO INDEMNIFY AND HOLD THE OTHER HARMLESS FROM AND AGAINST THE CLAIMS, DEMANDS, CAUSES OF ACTION, OR OTHER LIABILITY OF ANY AGENT, BROKER, OR OTHER SIMILAR PARTY ARISING FROM OR RELATED TO ANY BREACH OF SUCH PARTY'S REPRESENTATIONS IN THIS SECTION 9.~~ The provisions of this ~~Section 9~~ shall survive Closing and any termination of this Agreement.

Section 10. Notices.

(a) Any notice under this Contract must be written. Notices must be either (i) hand-delivered to the address set forth below for the recipient; or (ii) placed in the United States certified mail, return receipt requested, addressed to the recipient as specified below; (iii) deposited with an overnight delivery service, addressed to the recipient as specified below; or (iv) telecopied by facsimile transmission to the party at the telecopy number listed below, provided that the transmission is followed with a copy sent by overnight delivery or regular mail to the address specified below. Any notice is effective upon deposit with the U.S. Postal Service or with the overnight delivery service, as applicable; all other notices are effective when received.

(b) Seller's address for all purposes under this Contract is:

Attention: _____
Telephone: _____
Telecopy: _____

with a copy to:

Attention: _____
Telephone: _____
Telecopy: _____

(c) Purchaser's address for all purposes under this Contract is:

BNSF RAILWAY COMPANY
2301 Lou Menk Drive, GOB-3W
Fort Worth, Texas 76131-2830
Attention: James A. Ball
Telephone: (817) 352-6459

with a copy to:

Shanna Cargill
BNSF Railway Company
2500 Lou Menk Drive, AOB-3
Fort Worth, Texas 76131-2828
Telephone: (817) 352-3304

(d) Either party may designate another address for this Contract by giving the other party at least five (5) business days' advance notice of its address change. A party's attorney may send notices on behalf of that party, but a notice is not effective against a party if sent only to that party's attorney.

Section 11. Entire Agreement. This Contract (including its exhibits) contains the entire agreement between Seller and Purchaser. Oral statements or prior written matter not specifically incorporated into this Contract has no force or effect. No variation, modification, or

change to this Contract binds either party unless set forth in a document signed by the parties or their duly authorized agents, officers, or representatives.

Section 12. Assigns. This Contract inures to the benefit of and binds the parties and their respective legal representatives, successors, and permitted assigns. Purchaser may assign its rights or obligations under this Contract without Seller's consent, but with notice to Seller. Purchaser may assign its rights or obligations under this Contract to its 1031 Tax Exchange Entity without the consent of Seller.

Section 13. Effective Date. The date on which the last of Seller and Purchaser signs this Contract is the "Effective Date" of this Contract.

Section 14. Time of the Essence. Time is of the essence in this Contract. Whenever a date specified in this Contract falls on a Saturday, Sunday, or federal holiday, the date will be extended to the next business day.

Section 15. Destruction, Damage, or Taking Before Closing. If, before the Closing, the Property or any substantial portion of it is damaged or destroyed or becomes subject to a taking by eminent domain, Purchaser may either (i) terminate this Contract and receive back the Earnest Money, and neither party will have any further rights or obligations under this Contract; or (ii) proceed with the Closing of the Property, and Seller will assign to Purchaser all condemnation or insurance proceeds available as a result of such damage, destruction, or taking.

Section 16. Tax-Deferred Exchange Under I.R.C. § 1031. Buyer may assign its rights (but not its obligations) under this Agreement to Goldfinch Exchange Company LLC, an exchange intermediary, in order for Buyer to effect an exchange under Section 1031 of the Internal Revenue Code. In such event, Buyer shall provide Seller with a "Notice of Assignment," attached hereto as Exhibit "B", and Seller shall execute an acknowledgement of receipt of such notice. Seller may also assign its rights (but not its obligations) under this Agreement to an exchange intermediary in order for Seller to effect an exchange under Section 1031 of the Internal of Revenue Code. Seller agrees to fully cooperate with Buyer to permit Buyer to accomplish a tax-deferred exchange, but at no additional expense or liability to Seller for such tax-deferred exchange, and with no delay in the Closing. Seller's cooperation will include, without limitation, executing such supplemental documents as Buyer may reasonably request. Seller agrees that Buyer may use its standard form of "Assignment of Rights," attached hereto as Exhibit "C", in connection with any tax deferred exchange.

Section 17. Terminology. The captions beside the section numbers of this Contract are for reference only and do not modify or affect this Contract. Whenever required by the context, any gender includes any other gender, the singular includes the plural, and the plural includes the singular.

Section 18. Governing Law. This Contract is governed by and must be construed in accordance with Colorado law.

Section 19. Severability. If any provision in this Contract is found to be invalid, illegal, or unenforceable, its invalidity, illegality, or unenforceability will not affect any other

provision, and this Contract must be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

Section 20. Rule of Construction. Each party and its counsel have reviewed and revised this Contract. The parties agree that the rule of construction that any ambiguities are to be resolved against the drafting party must not be employed to interpret this Contract or its amendments or exhibits.

Section 21. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret this Contract, the prevailing party will be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

Section 22. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgement of, or on behalf of, each part, or that the signature of all persons required to bind any party or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages.

EXECUTED as of the Effective Date.

SELLER

_____ ,

a(n) _____

By: _____

Name: _____

Title: _____

Date: _____

PURCHASER

BNSF RAILWAY COMPANY,
a Delaware corporation

By: _____

Name: _____

Title: _____

Date: _____

_____ (Title Company) acknowledges receipt of this Contract on _____, 2015. Upon receipt of the Earnest Money provided for in the Contract, the Title Company agrees to notify Seller and Purchaser, to hold the Earnest Money in accordance with the Contract, and to abide by and perform in accordance with the escrow provisions contained in this Contract.

a(n) _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

Legal Description of Property

AN APPROXIMATELY 550' X 450' STIP OF LAND CONSISTING OF +/- 247,500 SQUARE FEET OR 5.015 ACRES ON THE EAST SIDE OF THE BNSF RAILWAY COMPANY RIGHT OF WAY IN WELD COUNTY, CO WITHIN CERTAIN PROPERTY KNOWN AS THAT PART OF THE SW 1/4 OF THE NE 1/4 OF THE SE 1/4 OF SECTION 36, TOWNSHIP 02 NORTH, RANGE 65 WEST

To be further defined by an Alta Survey



 <small>Cinnabar Southwest LLC 1000 S. Heritage Way, Suite 201 Nederland, CO 80566 970.247.4100 www.cinnabarsouthwest.com</small>	Owner:	Town Of Hudson	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td> RR Station</td> <td> Impact Area</td> </tr> <tr> <td> BNSF RR Crossing</td> <td> Impacted Parcel</td> </tr> <tr> <td> BNSF Milepost</td> <td> BNSF ROW Parcel</td> </tr> </table>	RR Station	Impact Area	BNSF RR Crossing	Impacted Parcel	BNSF Milepost	BNSF ROW Parcel
	RR Station	Impact Area							
	BNSF RR Crossing	Impacted Parcel							
	BNSF Milepost	BNSF ROW Parcel							
Parcel ID:	130736001013								
Proposed Impact:	5.051 ac (+/-)								
* Shapes are irregular and dimensions approximated. To be further defined by survey.			The information displayed or provided herein was derived from public and private data sources, is intended for informational purposes only, and may not have been prepared for or be suitable for legal, engineering or surveying purposes.						

EXHIBIT B

Goldfinch Exchange Company LLC

A Delaware limited liability company

40 Lake Bellevue Drive, Suite 101

Bellevue, WA 98005

425-646-4020

425-637-2873 fax

NOTICE OF ASSIGNMENT

TO: Town of Hudson and any assignees or exchange intermediaries of Seller

You and BNSF Railway Company ("BNSF") have entered into a Purchase and Sale Contract, dated _____ for the sale of the real property described therein. You are hereby notified that BNSF has assigned its rights as Buyer, but not its obligations, to Goldfinch Exchange Company LLC for the purpose of completing a tax deferred exchange under Internal Revenue Code Section 1031. This is an assignment of rights only and you will deed the property directly to BNSF.

ACKNOWLEDGED:

By: _____

Its: _____

Name: _____

EXHIBIT "C"

ASSIGNMENT OF RIGHTS UNDER PURCHASE AND SALE CONTRACT

(Please see attached)

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

MEMORANDUM

2.i.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: July 1, 2015
Subject: Addendum #9 to KBN professional services agreement, Amends to Hwy 52 design

Attachment

From time to time there are tasks assigned to KBN that are specific design projects, as opposed to development review or other day-to-day engineering advice. Addendum #9 would provide for the additional soil testing, design, and interaction with CDOT that will be necessary in order to go to bid on the Highway 52 improvements that were originally intended to be part of the frontage road realignment project.

We are working with CDOT to see if the remaining \$250,000 in the FASTER grant for the project is still available. Together with the Town's commitment of \$200,000 for the project, I am hopeful that we can get it back on track in conjunction with the anticipated motel and restaurant project and the oil/gas development that is scheduled this fall on properties north of the prison. All of that development will add to the pressure on this segment of roadway.

At the time of preparing packets I have not received the addendum from KBN. If I have not received it by the time of the meeting, I will ask that it be tabled to July 15th. I'd like to get it approved as soon as possible so that if we receive the go-ahead from CDOT I would like to move quickly to get the project ready for bid.

ORDINANCE NO.

NO. 15-10
Series of 2015

**TITLE: AN ORDINANCE AMENDING THE HUDSON MUNICIPAL CODE
CONCERNING MODIFICATIONS TO EXISTING WIRELESS
TELECOMMUNICATIONS FACILITIES**

WHEREAS, Article 10 of Chapter 16 of the Hudson Municipal Code (the "Code") governs Commercial Mobile Radio Service ("CMRS") facilities;

WHEREAS, Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 (the "Spectrum Act") prohibits the Town from denying land use applications that would not substantially change the physical dimensions of certain CMRS facilities, and restricts the review process for an application for the modification of certain CMRS facilities; and

WHEREAS, the Board desires to amend the Code to comply with Section 6409(a) of the Spectrum Act.

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

Section 1. Section 16-152 of the Code is hereby amended by the addition of the following new definitions, to be inserted alphabetically:

Base station means a structure or equipment, other than a tower, at a fixed location that enables Federal Communications Commission-licensed or authorized wireless communications between user equipment and a communications network. The term includes any equipment associated with wireless communications services, including radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems and small-cell networks). The term includes any structure, other than a tower, to which any of the equipment described hereof is attached.

Eligible telecommunications facility request means a request for approval of the modification of an existing tower or base station that involves the collocation of new transmission equipment, the removal of transmission equipment or the replacement of transmission equipment.

Substantial change means a modification to an existing tower or base station under the following circumstances:

- (1) A substantial change in the height of an existing tower or base station occurs as follows:

- a. For a tower outside of a public right-of-way, when the height of the tower is increased by more than ten percent (10%), or by the height of one (1) additional antenna array with separation from the nearest existing antenna not to exceed twenty (20) feet, whichever is greater.
 - b. For a tower located in a public right-of-way or for a base station, when the height of the structure increases by more than ten percent (10%) or by more than ten (10) feet, whichever is greater.
- (2) Changes in height are measured as follows:
- a. When deployments are separated horizontally, changes in height shall be measured from the original support structure, not from the height of any existing telecommunications equipment.
 - b. When deployments are separated vertically, changes in height shall be measured from the height of the tower or base station, including any appurtenances, as the tower or base station existed on February 22, 2012.
- (3) A substantial change in the width of an existing tower or base station occurs as follows:
- a. For a tower outside of public rights-of-way, when the addition of an appurtenance to the body of the tower protrudes from the edge of the tower more than twenty (20) feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater.
 - b. For a tower in a public right-of-way or a base station, when the addition of an appurtenance to the body of the structure would protrude from the edge of the structure by more than six (6) feet.
- (4) A substantial change also occurs for an existing tower in a public right-of-way or an existing base station as follows:
- a. When the change involves the installation of any new equipment cabinets on the ground, if no ground cabinets presently exist; or
 - b. When the change involves the installation of ground cabinets that are more than ten percent (10%) larger in height or overall volume than any existing ground cabinets.
- (5) A substantial change also occurs for any existing tower or base station when any of the following are found:

- a. When the change involves installation of more than the standard number of new equipment cabinets for the technology involved, or more than four (4) new cabinets, whichever is less.
- b. When the change entails any excavation or deployment outside the current site.
- c. When the change would defeat the concealment elements of the eligible support structure.
- d. When the change does not comply with conditions associated with the original siting approval of the construction or modification of the tower, base station or base station equipment. This limitation does not apply if the non-compliance is due to an increase in height, increase in width, addition of cabinets, or new excavation that would not exceed the thresholds identified in Subsections (1) through (5)(b), hereof.

Tower means a structure built for the sole or primary purpose of supporting any Federal Communications Commission-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site.

Section 2. Article 10 of Chapter 16 of the Code is hereby amended by the addition of a new Section 16-158, to read as follows:

Sec. 16-158. Eligible telecommunications facility requests.

(a) Application materials.

- (1) An applicant for an eligible telecommunications facility request shall be required to submit only such documentation and information as is reasonably necessary to determine whether a proposed modification would substantially change the physical dimensions of an eligible tower or base station.
- (2) The Town shall make available an application form which shall be limited to the information necessary for the Town to consider whether an application would substantially change the physical dimensions of an eligible tower or base station. The application form may not require the applicant to demonstrate a need or business case for the proposed modification or collocation.

(b) Incomplete applications.

- (1) When an application is incomplete, the Town shall provide written notice to the applicant within thirty (30) days, specifically identifying all missing documents or information.

- (2) If an application remains incomplete after a supplemental submission, the Town shall notify the applicant within ten (10) days. Second or subsequent notices of incompleteness may not require the production of documents or information that were not requested in the original notice of incompleteness.
- (c) Expedited review.
- (1) For zones in which a CMRS facility is allowed as a Use by Special Review, an eligible telecommunications facility request shall be approved or denied by the Town within sixty (60) days of the date of the Town's receipt of the completed application. This time period may be tolled only by mutual agreement or when an application is incomplete.
 - (2) For zones in which a CMRS facility is allowed as a permitted use, an eligible telecommunications facility request shall be approved or denied by the Town Administrator within seven (7) days of the date of the Town's receipt of the completed application. This time period may be tolled only by mutual agreement or when an application is incomplete.
 - (3) If the Town fails to approve or deny an eligible telecommunications facility request within the sixty (60) days of the date of the Town's receipt of the completed application (accounting for any tolling), the request shall be deemed granted; provided that this automatic approval shall become effective only upon the Town's receipt of written notification from the applicant after the review period has expired (accounting for any tolling) indicating that the application has been deemed granted.
- (d) Review.
- (1) The Planning Commission shall review the application to determine whether the application qualifies as an eligible telecommunications facility request.
 - (2) Approval.
 - a. The Town shall approve an eligible telecommunications facility request that does not substantially change the physical dimensions of a tower or base station.
 - b. The Town may approve an eligible telecommunications facility request that substantially changes the physical dimensions of a tower or base station if it complies with the remainder of this Code.
 - c. The Town may condition the approval of any eligible telecommunications facility request on compliance with generally applicable building, structural, electrical, and safety codes or with other laws codifying objective standards reasonably related to health and safety.

- (3) Denial. A final decision by the Town to deny an eligible telecommunications facility request under this Section shall be in writing and shall include the reason(s) for denial.

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.j.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: July 1, 2015
Subject: Consulting agreements, Comprehensive Plan update

Attachments

Roy Fronczyk has been working with the Planning Commission in preparation for an update to the Town's Comprehensive Plan. The Plan was last updated in 2007, with the map being updated in 2009. Things have changed since then, and it is important for the plan to be revisited.

The 2015 budget includes \$75,000 for the plan update. I have assigned Roy as the lead planner on the project in lieu of hiring a consultant as the prime contractor. The original proposal was to hire a lead consultant who would then assemble a team of sub-consultants in the various specialized disciplines: economics; urban design; transportation; and downtown development.

Roy has received letter proposals from three of the anticipated four or five specialists:

Duclo Design – Urban Design: Not to exceed \$8,000.00
Stolfus and Associates – Traffic/Transportation: Not to exceed \$10,000.00
Tom Pippin – Economics: Not to exceed \$3,600.00

The current plan is to do the preliminary studies and then conduct a public three-day workshop or “charrette” in early October in order to gain insights from citizens and reaction to alternative plan proposals. The project could then be wrapped up by Thanksgiving.

I recommend that the Board authorize staff to retain the services of the three consultants as described in the attached engagement letters.

Date

Joe Racine, Town Administrator
Town of Hudson
557 Ash Street
Hudson, CO 80642

Reference: Hudson Comprehensive Plan
Letter of Engagement

Dear Joe:

This Letter of Engagement will describe the limits of Duclo Design's role during the preparation of the Town of Hudson Comprehensive Plan.

Scope:

- Preparation of design sketch's for three areas in town as requested by the Planning Commission on June 10th, 2015.
- Preparation of additional design ideas for additional areas as requested by the Town.
- Preparation of design ideas for theming of the Town to portray the envisioned character of the community.
- Participation in a Charrette for the comprehensive plan over a three day period, not to exceed 6 hours per day.
- Preparation of selected final graphics for inclusion in the final Comprehensive Plan document.

Billing Rates:

- Duclo Design will invoice the Town monthly for the above scope of services.
- Duclo Design will invoice the Town for actual hours worked at a rate of \$80.00/hour. With a maximum of \$8,000, if the estimated 100 hours are used.

Please review this Letter of Engagement. Should the Town agree and wish to proceed, please sign the letter below and return a scan of the signed letter to David Duclos via email (duclosdavid5@gmail.com).

Sincerely,

Agreed to by Town of Hudson: _____
Joe Racine, Town Administrator Date



June 25, 2015

Joe Racine, Town Administrator
Town of Hudson
557 Ash Street
Hudson, CO 80642

Reference: Hudson Comprehensive Plan
Letter of Engagement

Dear Joe:

This Letter of Engagement will describe the limits of Stolfus and Associates role during the preparation of the Town of Hudson Comprehensive Plan.

Scope:

- Development of planning level estimates of daily traffic volumes for key routes/future development areas based on land use estimates, socio-economic growth projections, and/or traffic counts provided by the Town.
- Consultation regarding transportation aspects of potential planning scenarios as requested by the Town.
- Preparation of transportation network and/or typical section concepts to link Town spaces/planning areas to achieve the envisioned character of the community.
- Participation in a Charrette for the comprehensive plan over a three day period, not to exceed 6 hours per day.
- Contribution to selected final narratives and graphics for inclusion in the final Comprehensive Plan document.

Billing Rates:

- Stolfus and Associates will invoice the Town monthly for the above scope of services.
- Stolfus and Associates will invoice the Town for actual hours worked per our Standard Hourly Rates for 2015 (see below) and project expenses incurred at actual cost with a maximum of \$10,000 (approximately 80 total staff hours depending on complexity of traffic volume projections).

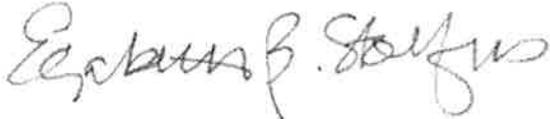
Stolfus & Associates, Inc. 2015 Standard Hourly Rates

Principal	\$170/hr
Senior Engineer	\$145/hr
Engineer II	\$120/hr
Engineer	\$110/hr
Design Engineer	\$ 95/hr
Administrative	\$ 60/hr

June 25, 2015
Mr. Joe Racine
Page 2

Please review this Letter of Engagement. Should the Town agree and wish to proceed, please sign the letter below and return a scan of the signed letter to Stolfus and Associates, Inc. via email (Elizabeth@stolfusandassociates.com).

Sincerely,



Elizabeth B. Stolfus, P.E.
President

Agreed to by Town of Hudson: _____
Joe Racine, Town Administrator Date _____

June 24, 2015

Joe Racine, Town Administrator
Town of Hudson
557 Ash Street
Hudson, CO 80642

Reference: Hudson Comprehensive Plan
Letter of Engagement

Dear Joe:

This Letter of Engagement describes the limits of my potential role during the preparation of the Town of Hudson Comprehensive Plan.

Scope:

- Identification of comparable Colorado communities based on factors including population, household income, highway access and proximity to Denver as an input to the Charrette process.
- Calculation of land use ratios such as retail sales/population, residential assessed valuation/housing units, commercial assessed valuation/population, and owner/renter mix for the comparable communities as an input to the Charrette process.
- Participation in a Charrette for the Comprehensive Plan over a three day period
- Preparation of summary-level fiscal analysis of revenues and costs associated with proposed land uses in Hudson Comprehensive Plan.
- Review and comment on the draft Comprehensive Plan document prior to its finalization.

Billing Rates:

- I will invoice the Town monthly for the above scope of services.
- I will invoice the Town for actual hours worked at a rate of \$75/hour up to a maximum of \$3,600 if the estimated 48 hours are used. This is the same hourly rate I billed the Town for the recent impact fee project.

Please review this Letter of Engagement. Should the Town agree and wish to proceed, please sign the letter below and return a scan of the signed letter to me via email (pippin.tom@gmail.com). Thank you for the opportunity to bid.

Sincerely,

Tom Pippin

Agreed to by Town of Hudson: _____
Joe Racine, Town Administrator Date

MEMORANDUM

2.k.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: July 1, 2015
Subject: Resolution No. 15-18, Closing on sale of Lot 3, Bison Hwy. Minor Subdivision

Attachment

The Town has an agreement with Mark and Lori Skoglund to sell a 1.2 acre parcel of land, Lot 3 of the Bison Highway Minor Subdivision, for construction of a pizza restaurant. Closing was contingent upon the Skoglunds gaining approval of a site plan for the project and making assurances that they would begin vertical construction of the building within 60 days of closing.

I have agreed tentatively to schedule a closing for the week of July 6th. Skoglunds are making some last minute adjustments to the building floor plan that will have a minor effect on the site plan. With the adjustments to the building, and completion of a site plan in recordable form, I will be able to schedule the closing. Skoglunds will have fulfilled their obligations prior to closing.

The attached Resolution No. 15-18 would authorize me as Town Administrator to sign the closing documents on behalf of the Town.

RESOLUTION NO.

15-18

TITLE: A RESOLUTION EXTENDING THE DATE OF CLOSING FOR THE SALE OF LOT 3, BISON HIGHWAY MINOR SUBDIVISION AND VACATION VESTING PARCEL #6, HICKORY STREET AND 10TH AVENUE RIGHT OF WAY VACATION AND UTILITY EASEMENT DEDICATION TO JULY 10, 2015, AND AUTHORIZING THE TOWN ADMINISTRATOR TO SIGN ALL NECESSARY CLOSING DOCUMENTS

WHEREAS, the Board of Trustees of the Town of Hudson (the "Board") have previously approved an agreement to sell property owned by the Town (the "Purchase Agreement") to Mark L. Skoglund and Lori J. Skoglund (the "Buyers");

WHEREAS, parties desire an additional ten (10) days to complete the mylars associated with the land use approvals obtained by the Buyers from the Town to cause the Buyers to have fulfilled the conditions precedent to closing as specified in the Agreement; and

WHEREAS, the Board has further determined to authorize the Town Administrator to execute all necessary documents on behalf of the Town at said closing.

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

Section 1. The Board of Trustees hereby approves an extension of the closing date in the Purchase Agreement until July 10, 2015.

Section 2. The Board of Trustees further authorizes Town Administrator Joseph A. Racine to execute all necessary documents for the sale to the Buyers of Lot 3, Bison Highway Minor Subdivision and Vacation Vesting Parcel #6, Hickory Street and 10th Avenue Right of Way Vacation and Utility Easement Dedication.

INTRODUCED, READ AND ADOPTED THIS 1st day July, 2015.

TOWN OF HUDSON, COLORADO

Raymond Patch, Mayor

ATTEST:

Linnette Barker, CMC, Town Clerk

MEMORANDUM

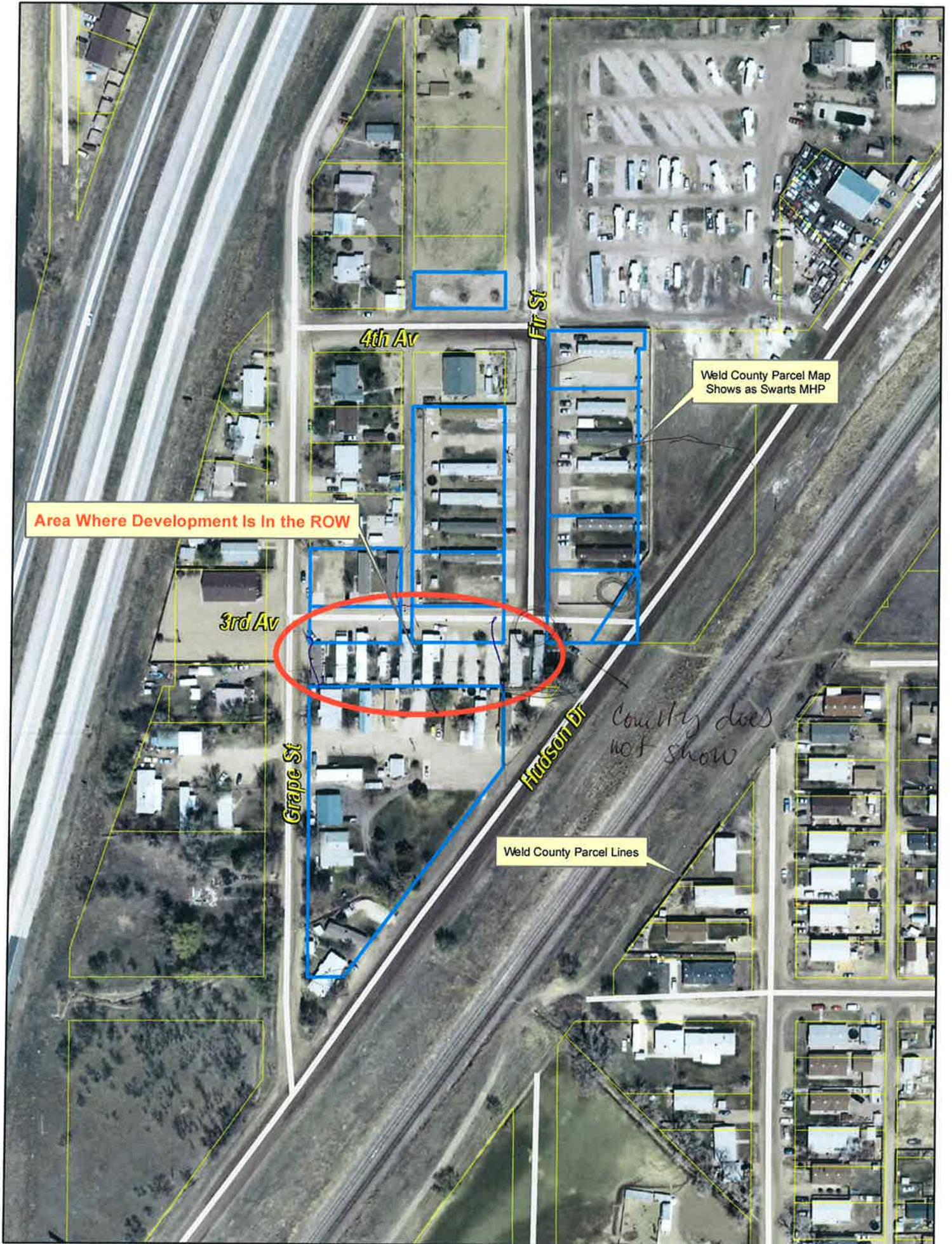
2.1.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: July 1, 2015
Subject: Ordinance No. 15-12, Vacation of segments of street and alley right-of-way, Willowbrook Mobile Home Park

Attachments

The attached Ordinance No. 15-12, presented for approval on first reading, would vacate segments of street and alley right-of-way in the Willowbrook (formerly Swarts) Mobile Home Park. These segments probably should have been vacated in 1993 when Third Avenue was vacated through the Park. There are currently mobile homes and other structures located on these street segments. (see attached aerial photo)

These small segments of right-of-way are of no use to the Town. I recommend approval of the vacation ordinance on first reading. If approved, it will be scheduled for hearing and approval on second reading on July 15th.



Area Where Development Is In the ROW

Weld County Parcel Map Shows as Swarts MHP

County does not show

Weld County Parcel Lines

4th Av

3rd Av

Grape St

Fir St

Hudson Dr

ORDINANCE NO.

15-12
Series of 2015

TITLE: AN ORDINANCE VACATING PORTIONS FIR STREET, SECOND AVENUE, AND THE ALLEY IN BLOCK 74, TOWN OF HUDSON.

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

Section 1. Pursuant to C.R.S. § 43-2-303, the Town of Hudson hereby vacates those portions of Fir Street, Second Avenue, and the alley in Block 74, Town of Hudson, as more particularly described in **Exhibit A**, Property Descriptions, and **Exhibit B**, FIR STREET, SECOND AVENUE, AND ALLEY OF BLOCK 74 RIGHT OF WAY VACATION, which are attached hereto and incorporated by this reference (collectively, the “Vacated Property”).

Section 2. Pursuant to C.R.S. § 43-2-303(3), the Town hereby reserves for continued use an easement for utility purposes within the property described in **Exhibits A and B**, and thus no permanent structures that prevent access to such utilities may be constructed within the Vacated Property.

Section 3. Title is hereby vested to the property owners adjacent to **Exhibits A and B**, which conveyance shall be by Quit Claim Deed and in accordance with C.R.S. § 43-2-302(1).

Section 4. 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 5. 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 6. Effective Date. This Ordinance shall become effective thirty (30) days after final publication.

INTRODUCED, READ IN FULL, AND ADOPTED this 1st day of July, 2015.

TOWN OF HUDSON, COLORADO

Raymond Patch, Mayor

ATTEST:

Linnette Barker, Town Clerk

PASSED ON SECOND AND FINAL READING this 15th day of July, 2015, AND ORDERED
PUBLISHED ONCE IN FULL.

TOWN OF HUDSON, COLORADO

Raymond Patch, Mayor

ATTEST:

Linnette Barker, Town Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, Town Attorney

Exhibit A - Property Descriptions

PROPERTY DESCRIPTION: PARCEL #1

A parcel of land being a portion of Second Avenue, Town of Hudson situate in the Northeast Quarter (NE1/4) of Section Ten (10) Township One North (T.1N.), Range Sixty-five West (R.65W.), of the Sixth Principal Meridian (6th P.M.), Town of Hudson, County of Weld, State of Colorado more particularly described as follows:

BEGINNING at the Southwest Corner of Lot Sixteen (16), Block Seventy-four (74), Town of Hudson, and assuming the West line of said Block 74 as bearing South 00°22'06" East a distance of 399.43 feet, and with all other bearings contained herein relative thereto:

THENCE North 89°37'54" East along the South line of Block 74 a distance of 41.26 feet to the Northwesterly Right of Way (ROW) of Hudson Drive;

THENCE South 35°30'42" West along said ROW a distance of 70.39 feet to the intersection of a projection of the West line of Block 74;

THENCE North 00°22'06" West along said projected line a distance of 57.02 feet to the POINT OF BEGINNING;

Said described parcel contains 1,177 sq. ft. or 0.027 acres, more or less.

PROPERTY DESCRIPTION: PARCEL #2

A parcel of land being the 16' Alley in Block Seventy-four (74), Town of Hudson situate in the Northeast Quarter (NE1/4) of Section Ten (10) Township One North (T.1N.), Range Sixty-five West (R.65W.), of the Sixth Principal Meridian (6th P.M.), Town of Hudson, County of Weld, State of Colorado more particularly described as follows:

BEGINNING at the Southwest Corner of Lot One (1), Block 74, Town of Hudson, and assuming the West line of said Block 74 as bearing South 00°22'06" East a distance of 399.43 feet, and with all other bearings contained herein relative thereto:

THENCE North 89°35'24" East a distance of 16.00 feet to the Northwest Corner of Lot 17;

THENCE South 00°22'06" East a distance of 261.23 feet to the Northwesterly Right of Way (ROW) of Hudson Drive;

THENCE South 35°30'42" West along said ROW a distance of 27.30 feet;

THENCE North 00°22'06" West a distance of 283.33 feet to the POINT OF BEGINNING;

Said described Parcel contains 4,356 sq. ft. or 0.100 acres, more or less.

PROPERTY DESCRIPTION: PARCEL #3

A parcel of land situate in the Northeast Quarter (NE1/4) of Section Ten (10) Township One North (T.1N.), Range Sixty-five West (R.65W.), of the Sixth Principal Meridian (6th P.M.), Town of Hudson, County of Weld, State of Colorado more particularly described as follows:

BEGINNING at the Northeast Corner of Lot Seventeen (17), Block Seventy-four (74), Town of Hudson, and assuming the West line of said Block 74 as bearing South 00°22'06" East a distance of 399.43 feet, and with all other bearings contained herein relative thereto:

THENCE North 89°35'24" East along a projection of the North line of Block 74 a distance of 63.75 feet to the Northwesterly Right of Way (ROW) of Hudson Drive;

THENCE South 35°30'42" West along said ROW a distance of 109.03 feet to the East line of Block 74;

THENCE North 00°16'00" West along said East line a distance of 88.30 feet to the POINT OF BEGINNING;

Said described Parcel contains 2,814 sq. ft. or 0.065 acres, more or less.

