

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

PLEDGE OF ALLEGIANCE

CALL TO ORDER AND ROLL CALL

ADDITIONS TO AGENDA

CITIZEN'S COMMENTS

1) CONSENT AGENDA

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

- a. Board of Trustees Minutes - Regular Meeting, July 1, 2015
- b. Payment of Bills

2) PUBLIC HEARINGS

- a. Ordinance 15-10, An Ordinance amending the Hudson Municipal Code concerning modification to existing wireless telecommunications facilities
- b. Ordinance 15-12, An Ordinance vacating portions of Fir Street, Second Avenue, and the alley in Block 74, Town of Hudson

3) GENERAL BUSINESS

- a. 2014 Audit Presentation, Swanhorst & Company
- b. Interview Jennifer Root for a Planning Commission position
- c. Resolution 15-19, A Resolution appointing Jennifer Root to the Planning Commission
- d. Ord 15-10, Second Reading, An Ordinance amending the Hudson Municipal Code concerning modification to existing wireless telecommunications facilities
- e. Ord. 15-11, Second Reading, An Ordinance approving the sale of Town-Owned property known as Lot 7A, Hudson Industrial Park Filing No. 1
- f. Ord. 15-12, Second Reading, An Ordinance vacating portions of Fir Street, Second Avenue, and the alley in Block 74, Town of Hudson
- g. Ord. 15-13, An Emergency Ordinance Initiating the Proceedings to Adopt a Home Rule Charter for the Town of Hudson and Calling a Special Election for Tuesday November 3, 2015
- h. Wu Property Site Plan and Waiver
- i. Resolution 15-20, A Resolution in support of responsible energy development
- j. Resolution 15-21, A Resolution approving an application for an Energy and Mineral Impact Assistance Grant for a new Town Hall
- k. Resolution 15-22, A Resolution amending the personnel manual

I. Discussion: Board annual retreat agenda

4) **STAFF REPORTS**

5) **ADJOURNMENT**

WORK SESSION

Humphries Poli Architects – Town Hall Preliminary Design

MINUTES
TOWN OF HUDSON - BOARD OF TRUSTEES
REGULAR MEETING
July 1, 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 – Present
Trustee, Tiffany Sanders – Absent
Trustee, Terri Davis – Present
Trustee, Maria Chavez - Present

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

Town Staff Present:

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

ADDITIONS TO AGENDA

CITIZEN'S COMMENTS

Michael Soper, Hudson resident, reported his concerns about the Gator Rubbish trash limitations. With the summer months, gardening and the storms homeowners have additional debris. Gator Rubbish will charge extra for additional trash or not collect the trash. Mr. Soper suggested a possible yard waste disposal site for public and town composting use. Mr. Soper expressed his concerns regarding the traffic from Love's Travel Stop being a hazard that should be addressed. Mr. Soper complimented the Town Newsletter.

Howard McClasky, Hudson resident, presented a proposal for an open gymnasium program. The gymnasium program is for youth events in the summer and after school. Mr. McClasky is currently teaching 6th, 7th and 8th grade English and Mathematics, and is Athletic Director at Elmwood Baptist Church. With the help of local coaches and volunteers, the program will be after school or on Saturday at the elementary school gym. Mr. McClasky requested a \$1,000.00 donation to help fund the start of the program. Mayor Patch indicated that the Board would consider his request.

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 17, 2015
- b. Payment of Bills
- c. End of the Trail, Permit Liquor License to change trade name/DBA only to Rough Rider Saloon

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

The vote was as follows:

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

Nay - None

Mayor Patch declared the motion carried.

2) GENERAL BUSINESS

- a. Appointment Mayor Pro-Tem

Trustee Cole made a motion, seconded by Trustee Davis to appoint Trustee Hargis as Mayor Pro-Tem.

The vote was as follows:

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

Nay - None

Mayor Patch declared the motion carried.

- b. Discussion – NOAA Radios

Joe Racine, Town Administrator, reported that at the Board of Trustees Meeting on June 3, 2015 staff proposed to provide NOAA radios to citizens of Hudson as a way of providing weather alerts in lieu of adding sirens. Radios cost between \$25 and \$30 each. 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.

Trevor Kecskes, Firefighter/EMT, Hudson Fire Protection District, reported that the NOAA Radios are great for indoor notification and the sirens are great for outdoor notifications. A report from Hudson Fire Protection District was included in the packet.

Trustee Hamilton made a motion, seconded by Trustee Hargis to approve the purchase of NOAA Radios for the citizens of the Town of Hudson.

The vote was as follows:

Aye: Trustees Hamilton, Hargis, Cole, Chavez and Mayor Patch

Nay – Trustee Davis

Mayor Patch declared the motion carried.

c. Town Marshal Job Description and Budget

Linnette Barker, Town Clerk, presented the Town Marshal job description and proposed budget for 2015. This position has the same power that the sheriff has and will also be responsible for animal control and code enforcement. The proposed 2015 Budget is within the adopted 2015 Budget. The proposed 2015 budget includes cancelling the code enforcement contract with SAFEbuilt Colorado effective August 1, 2015 and amending the Weld County Sheriff contract from 80 hours per week to 40 hours per week effective September 1, 2015. The potential hire date for the Town Marshal is August 1, 2015, which allows a month to develop policies, and procedures, and to prepare equipment.

Trustee Cole made a motion, seconded by Trustee Hargis to approve the Town Marshal job description and budget.

The vote was as follows:

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

Nay - None

Mayor Patch declared the motion carried.

d. Authorization for Town Administrator to hire the Town Marshal position

Trustee Cole made a motion, seconded by Trustee Hargis to authorize the Town Administrator to hire the Town Marshal.

The vote was as follows:

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

Nay - None

Mayor Patch declared the motion carried.

e. Authorization to purchase Town Marshal vehicle

Linnette Barker, Town Clerk, reported that the Town of Silverthorne has three 2011 Chevrolet Impala police cars for sale for \$10,000. The cars are completely outfitted except the 2-way radio, radar gun and tuff book computer. Mayor Patch and Ron Allen, Public Works Director, went to Silverthorne to look at the cars and recommended the purchase of one of these police cars. The Town will apply for a CNG Police pickup for next year.

Trustee Cole made a motion, seconded by Trustee Hargis to authorize the purchase of a police vehicle from the Town of Silverthorne not to exceed \$10,000.00.

The vote was as follows:

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

Nay - None

Mayor Patch declared the motion carried.

After a brief recess, the Board of Trustees Meeting reconvened at approximately 7:03 pm.

f. Discussion – CR 41

Joe Racine, Town Administrator, reported that the Town has a informal agreement with Weld County that we maintain certain segments of county road and they maintain certain segments of Town gravel roads. The arrangement provides for maintenance of continuous stretches of road that go in and out of the Town boundaries in a more efficient manner. The east half of CR 41, adjacent to the Hamilton Annexation is approximately 1,000 feet in length. The problem with the section of CR 41 maintained by the Town is that it lacks sufficient road base that would be necessary to hold up for any length of time. The roadbed is mostly sand and it washes away easily. Putting a hard surface of treated recycled asphalt on the road would reduce the amount of maintenance done by the Town and would provide for maintainable, functional ditches along the road.

Mayor Patch inquired about the liability of redesign and fixing of the section of CR 41. Corey Hoffmann, Town Attorney, reported that authority from Weld County is needed for a complete re-design, this is only maintenance.

Trustee Hamilton provided pictures of the condition of the CR 41. She inquired why this was being discussed after a resurfacing had been previously approved.

Mayor Patch reported that the Board has a funding concern regarding the repair of CR 49 and CR 41.

Trustee Hargis made a motion, seconded by Trustee Cole to continue with the approval of Option 2: Haul 2,200 tons of recycled asphalt and make the road a hard surface. The total cost is \$42,130.00 and would not require a lot of future maintenance except cold patch or hot mix when needed to repair potholes. The people who live on CR 41 would need to install culverts for drainage and have Weld County approval.

The vote was as follows:

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

Nay - None

Abstain – Trustee Hamilton

Mayor Patch declared the motion carried.

g. Ordinance No. 15-10, First Reading, An Ordinance amending the Hudson Municipal Code concerning modifications to existing wireless telecommunication facilities

Corey Hoffmann, Town Attorney, reported that this addresses modifications to existing wireless telecommunications facilities and adds definition for various components. It sets standards for applications to modify existing facilities. This is a proposed amendment to the land development code; a public hearing is scheduled for the next regular Board of Trustees Meeting.

Trustee Cole made a motion, seconded by Trustee Hamilton to approve Ordinance No. 15-10, First Reading, An Ordinance amending the Hudson Municipal Code concerning modifications to existing wireless telecommunication facilities.

The vote was as follows:

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

Nay - None

Mayor Patch declared the motion carried.

- h. Ordinance 15-11, First Reading, An Ordinance approving and ratifying the sale of Town-owned property known as Lot 7A, Hudson Industrial Park

Joe Racine, Town Administrator, reported that the proposed ordinance approves the sale of surplus property to BNSF in accordance with the letter of intent that was approved earlier. The ordinance acknowledges that the property was originally dedicated to the Town as a site for a wastewater treatment facility. The Town and the developer agreed in 2010 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.

Trustee Hargis made a motion, seconded by Trustee Cole to approve Ordinance No. 15-11, First Reading, an ordinance approving and ratifying the sale of Town-owned property known as Lot 7A, Hudson Industrial Park.

The vote was as follows:

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

Nay - None

Mayor Patch declared the motion carried.

- i. Approval, Addendum 9 to KBN Engineering Services for Professional Service Agreement to amend design for the Hwy 52 improvements

Joe Racine, Town Administrator, reported that Addendum 9 to the KBN Engineering Services Professional Service Agreement 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 continuing to work with CDOT on this project. Addendum #9 is not to exceed \$11,400.00.

Trustee Cole made a motion, seconded by Trustee Hargis to approve Addendum #9, KBN Engineering Services for Professional Service Agreement to amend design for the Hwy 52 improvements, not to exceed \$11,400.00 pending the State of Colorado approval of the balance of the project funding.

The vote was as follows:

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

Nay - None

Mayor Patch declared the motion carried.

j. Approval consulting agreements for Comprehensive Plan

Joe Racine, Town Administrator, reported that Roy Fronczyk, Town Planner, has been working with the Planning Commission in preparation for an update to the Town's Comprehensive Plan. The 2015 budget includes \$75,000 for the plan update. The plan is to hire a team of sub-consultants. The consulting agreements received are:

Duclo Design – Urban Design: Not to exceed \$8,000.00

Stolufs and Associates – Traffic/Transportation: Not to exceed \$10,000.00

Tom Pippin – Economics: Not to exceed \$3,600.00

Mayor Patch made a motion, seconded by Trustee Davis to approve the consulting agreements for the Comprehensive Plan.

The vote was as follows:

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

Nay - None

Mayor Patch declared the motion carried.

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

Joe Racine, Town Administrator, reported that 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 is tentatively scheduled for July 6, 2015.

Trustee Cole made a motion, seconded by Trustee Hamilton to approve 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.

The vote was as follows:

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

Nay - None

Mayor Patch declared the motion carried.

l. Ordinance No. 15-12, First Reading, Vacation of a portion of Fir Street and the Alley between Fir Street and Grape Street

Joe Racine, Town Administrator, reported that this would vacate segments of street and alley right-of-way in the Willowbrook Mobile Home Park. These small segments of right-of-way are of no use to the Town. A public hearing is scheduled for the Regular Board of Trustees Meeting on July 15, 2015.

Trustee Cole made a motion, seconded by Trustee Hargis to approve Ordinance 15-12, First Reading, An Ordinance vacating portions of Fir Street, Second Avenue, and the Alley in Block 74, Town of Hudson.

The vote was as follows:

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

Nay - None

Mayor Patch declared the motion carried.

3) STAFF REPORTS

Joe Racine, Town Administrator, reported that CDOT has a target date of September 1, 2015, for the start of construction for the pedestrian crossing on the railroad.

Joe Racine, Town Administrator, reported that the Citizen Survey is scheduled to be mailed out late July.

Joe Racine, Town Administrator, reported that he has a meeting with Burlington Northern regarding the design of the loop rail at the Industrial Park.

Joe Racine, Town Administrator, circulated the latest Town Hall plan from the architect. A Work Session is scheduled for the July 15, 2015 Regular Board of Trustees Meeting.

Joe Racine, Town Administrator, reported that he is working on a MOU with Anadarko for the four new well pads outside of Town by the prison.

Joe Racine, Town Administrator, reminded the Board about the upcoming Board Retreat on August 1, 2015.

Dan Hamsmith, Economic Development Director, inquired if the Board of Trustees would like to continue the contract with Gator Rubbish or look at other companies. The Board of Trustees consensus was to negotiate with Gator Rubbish with a possible compost dumpster.

Trustee Cole inquired about the Railroad claim to repair the potholes on 4th and Birch Street. Joe Racine, Town Administrator, reported that they are working on submitting the claim.

Trustee Cole inquired about the possibility of using the United Power underground funds to install a streetlight at the new Frontage Road intersection. Joe Racine, Town Administrator, will check with United Power.

Trustee Hargis reported that the culvert under Holly Street is not flowing. Ron Allen, Public Director, will work on having the culvert cleaned.

ADJOURNMENT

The meeting adjourned at approximately 8:10 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
07/10/2015	50778	1103	Ablao Law LLC	648	Judicial Services - June 2015 Court	10-62-6633	300.00
Total 50778:							300.00
07/10/2015	50779	4	Andersen's Star Market	070115	Coffee Filters	10-64-6410	2.56
07/10/2015	50779	4	Andersen's Star Market	070115	Shop Supplies	10-68-6710	41.61
07/10/2015	50779	4	Andersen's Star Market	070115	Supplies	75-68-6710	13.44
Total 50779:							57.61
07/10/2015	50780	886	At Your Service Electric	15207	Parks and Pond Well Repairs - Wiring	10-69-6633	2,155.91
Total 50780:							2,155.91
07/10/2015	50781	1208	BBR	2743	Dumpster at new PW Shop	10-68-6710	250.00
Total 50781:							250.00
07/10/2015	50782	1216	Blue Tarp Financial Inc.	33274150	Boots	10-69-6710	111.97
Total 50782:							111.97
07/10/2015	50783	52	Cardmember Service	062215-0838	Cricut	10-69-6730	9.99
Total 50783:							9.99
07/10/2015	50784	46	CarQuest Auto Parts Stores	2057-366321	Floor Mats, Coolant	10-68-6415	530.02
07/10/2015	50784	46	CarQuest Auto Parts Stores	2057-367269	Wiring for Truck to Pump Water from Meter Pits	10-68-6735	122.37
Total 50784:							652.39
07/10/2015	50785	1041	Caselle Inc.	1991	Contract Support and Maintenance - August 2015	10-64-6633	525.00
Total 50785:							525.00
07/10/2015	50786	36	Colorado Analytical Laboratories I	150616086	Wastewater Samples	75-68-6633	111.60
07/10/2015	50786	36	Colorado Analytical Laboratories I	150622016	Wastewater Samples	75-68-6633	16.20
07/10/2015	50786	36	Colorado Analytical Laboratories I	150623048	Wastewater Samples	75-68-6633	111.60
07/10/2015	50786	36	Colorado Analytical Laboratories I	150629014	Wastewater Samples	75-68-6633	16.20
07/10/2015	50786	36	Colorado Analytical Laboratories I	150701057	Water Samples	70-68-6633	39.40
Total 50786:							295.00
07/10/2015	50787	890	CPS Distributors Inc.	2080434-01	Sprinkler Addition in Park	10-69-6710	228.00
Total 50787:							228.00
07/10/2015	50788	53	Farm & Home Lumber	071015-8720	Park Repair	10-69-6710	29.02
07/10/2015	50788	53	Farm & Home Lumber	071015-8720	Irrigation at Town Hall	10-64-6710	2.69
07/10/2015	50788	53	Farm & Home Lumber	071015-8720	Town Hall Irrigation	10-64-6710	11.44

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
07/10/2015	50788	53	Farm & Home Lumber	071015-8720	Town Hall Irrigation	10-64-6710	9.15
07/10/2015	50788	53	Farm & Home Lumber	071015-8720	Town Hall Irrigation	10-64-6710	8.84
07/10/2015	50788	53	Farm & Home Lumber	071015-8720	Town Hall Irrigation	10-64-6710	51.52
07/10/2015	50788	53	Farm & Home Lumber	071015-8720	Gloves	10-68-6735	15.35
07/10/2015	50788	53	Farm & Home Lumber	071015-8720	PW Trailer to Haul Hazardous Materials	10-68-6710	20.94
07/10/2015	50788	53	Farm & Home Lumber	071015-8720	Public Notice Signs	10-68-6710	6.09
07/10/2015	50788	53	Farm & Home Lumber	071015-8720	Public Notice Signs	10-68-6710	38.15
07/10/2015	50788	53	Farm & Home Lumber	071015-8720	Brush Hog Repairs	10-68-7736	17.09
07/10/2015	50788	53	Farm & Home Lumber	071015-8720	Misc	10-68-6735	2.99
07/10/2015	50788	53	Farm & Home Lumber	071015-8720	Mower Repair	10-69-6633	3.05
07/10/2015	50788	53	Farm & Home Lumber	071015-8720	Parks Repair	10-69-6710	16.70
07/10/2015	50788	53	Farm & Home Lumber	071015-8720	Weed Eater	10-69-6710	21.30
07/10/2015	50788	53	Farm & Home Lumber	071015-8720	Drag Repairs	10-69-6710	2.39
07/10/2015	50788	53	Farm & Home Lumber	071015-8720	Park Irrigation Repair	10-69-6710	5.45
07/10/2015	50788	53	Farm & Home Lumber	071015-8720	Grease Injector	10-69-6710	3.79
07/10/2015	50788	53	Farm & Home Lumber	071015-8720	Irrigation Repair	10-69-6710	7.90
07/10/2015	50788	53	Farm & Home Lumber	071015-8720	Parks Irrigation Pond Repair	10-69-6710	16.53
07/10/2015	50788	53	Farm & Home Lumber	071015-8720	Measuring Cups for Chemicals	10-69-6710	3.00
07/10/2015	50788	53	Farm & Home Lumber	071015-8720	Meter Repair	10-68-6415	22.38
07/10/2015	50788	53	Farm & Home Lumber	071015-8720	Repair to Mower	10-68-6633	11.41
07/10/2015	50788	53	Farm & Home Lumber	071015-8720	Supplies	70-68-6710	12.50
07/10/2015	50788	53	Farm & Home Lumber	071015-8720	Supplies	70-68-6710	2.50
07/10/2015	50788	53	Farm & Home Lumber	071015-8720	Hose Bib	70-68-6710	9.08
07/10/2015	50788	53	Farm & Home Lumber	071015-8720	Supplies	70-68-6710	7.69
07/10/2015	50788	53	Farm & Home Lumber	071015-8720	Cleaning Supplies	70-68-6710	7.25
07/10/2015	50788	53	Farm & Home Lumber	071015-8720	Door Repairs - RO	70-68-6710	14.56
07/10/2015	50788	53	Farm & Home Lumber	071015-8720	Spark Plug for Weedeater	70-68-6710	2.95
07/10/2015	50788	53	Farm & Home Lumber	071015-8720	Cla-Valve Parts	70-68-6652	6.64
07/10/2015	50788	53	Farm & Home Lumber	071015-8720	Cla-Valve Parts	70-68-6652	46.07
07/10/2015	50788	53	Farm & Home Lumber	071015-8720	Tools	70-68-6735	9.97
07/10/2015	50788	53	Farm & Home Lumber	071015-8720	Supplies	75-68-6710	27.59
07/10/2015	50788	53	Farm & Home Lumber	071015-8720	Supplies	75-68-6710	17.29
07/10/2015	50788	53	Farm & Home Lumber	071015-8720	Supplies	75-68-6710	12.08
07/10/2015	50788	53	Farm & Home Lumber	071015-8720	Repair Cl2 Line WWTP	75-68-6710	22.46
07/10/2015	50788	53	Farm & Home Lumber	071015-8720	Supplies	75-68-6710	11.54
Total 50788:							537.34
07/10/2015	50789	498	Four Way Baptist Church	070715-DR	Park Pavillion Deposit Refund	10-45-4513	25.00
Total 50789:							25.00
07/10/2015	50790	57	Front Range Internet	1389497	Website Hosting & Maintenance	10-64-6415	122.90
Total 50790:							122.90
07/10/2015	50791	396	Gator Rubbish	295579	Portable Toilet - Spring Clean Up Days	10-68-6730	175.00
Total 50791:							175.00
07/10/2015	50792	22	Hoffmann Parker Wilson & Carber	063015-4080	Legal Services - Administration	10-64-6630	2,412.00
07/10/2015	50792	22	Hoffmann Parker Wilson & Carber	063015-4080	Legal Services - Municipal Court	10-62-6630	1,303.50
07/10/2015	50792	22	Hoffmann Parker Wilson & Carber	063015-4080	Legal Services - Library Litigation	10-64-6630	6.75
07/10/2015	50792	22	Hoffmann Parker Wilson & Carber	063015-4080	Legal Services - Library Litigation	25-64-6630	6.75

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 50792:							3,729.00
07/10/2015	50793	210	Humane Society of Weld County	7623	Dog Quarantine	10-66-6633	50.00
Total 50793:							50.00
07/10/2015	50794	1250	Humphries Poli Architects	35026.00-1	Design and Planning of New Town Hall	60-64-7718	9,334.24
Total 50794:							9,334.24
07/10/2015	50795	1249	Hydro Resources	IN001663	Cla-Valve Repair	70-68-6710	346.00
Total 50795:							346.00
07/10/2015	50796	117	J&S Contractors Supply Co.	0054444-IN	Grader Blades and Bolts	10-68-6710	238.80
Total 50796:							238.80
07/10/2015	50797	276	Joe Racine	070715	Mileage	10-64-6213	174.22
07/10/2015	50797	276	Joe Racine	070715	Insurance Reimbursement	10-64-6110	149.90
07/10/2015	50797	276	Joe Racine	070715	Chamber Luncheon and Parking	10-64-6212	12.00
07/10/2015	50797	276	Joe Racine	070715	Computer, Camera, Phone	10-64-6633	50.00
Total 50797:							386.12
07/10/2015	50798	1253	Kara Chambers	062615-DR	Park Pavillion Deposit Refund	10-45-4513	25.00
Total 50798:							25.00
07/10/2015	50799	1140	Laura Hargis	062315	Conference Mileage	10-61-6213	122.24
07/10/2015	50799	1140	Laura Hargis	062315	Conference Meals	10-61-6210	43.25
Total 50799:							165.49
07/10/2015	50800	492	Linnette Barker	070815	Cell Phone - June and July 2015	10-64-6410	50.00
07/10/2015	50800	492	Linnette Barker	070815	Mileage - Bank and KBN Engineers	10-64-6213	53.48
Total 50800:							103.48
07/10/2015	50801	853	Love's Travel Stops & County Stor	636963749	Fuel - PW Department	10-68-6416	626.92
07/10/2015	50801	853	Love's Travel Stops & County Stor	636963749	Fuel - Parks Department	10-69-6416	258.17
07/10/2015	50801	853	Love's Travel Stops & County Stor	636963749	Fuel - Water Department	70-68-6416	155.30
07/10/2015	50801	853	Love's Travel Stops & County Stor	636963749	Fuel - WW Department	75-68-6416	377.39
Total 50801:							1,417.78
07/10/2015	50802	84	Mountain States Pipe & Supply	340601-01	Water Meter Repairs	70-68-6415	97.07
Total 50802:							97.07
07/10/2015	50803	466	Professional Management Solutio	83989	Financial Consulting	10-64-6632	1,050.00
Total 50803:							1,050.00
07/10/2015	50804	348	Prospect Implement Inc.	53226	Shear Pins and Tool	10-68-6710	36.37

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 50804:							36.37
07/10/2015	50805	456	Protection One Alarm Monitoring I	062115-5079	Alarm Monitoring System	10-64-6415	176.85
Total 50805:							176.85
07/10/2015	50806	1116	Raymond Patch	070615	Mileage - Meetings	10-61-6213	20.70
07/10/2015	50806	1116	Raymond Patch	070615	Meeting	10-61-6212	26.93
Total 50806:							47.63
07/10/2015	50820	1146	Rebecca Utecht	070715	Mileage - Bank Deposits and PC Packets	10-64-6213	21.85
07/10/2015	50820	1146	Rebecca Utecht	070715	Cell Phone - July 2015	10-64-6411	25.00
Total 50820:							46.85
07/10/2015	50821	1151	RH Water & Wastewater LLC	75	Wastewater Contract Ops	75-68-6633	125.00
07/10/2015	50821	1151	RH Water & Wastewater LLC	75	Water Contract Ops	70-68-6633	125.00
Total 50821:							250.00
07/10/2015	50822	1251	Sarah Keltie	070715	Park Pavillion Deposit Refund	10-45-4513	25.00
Total 50822:							25.00
07/10/2015	50823	135	SEWC Jr. Fair Assn.	070615	Fair Ad	10-61-6730	225.00
Total 50823:							225.00
07/10/2015	50824	1182	Stephanie Fleming	070915	Restitution - Case Number 15-3123	10-42-4211	100.00
Total 50824:							100.00
07/10/2015	50825	976	Stonehouse Signs	192572	Signs	10-68-6712	1,679.73
Total 50825:							1,679.73
07/10/2015	50826	1252	Terminix	10185226	Pest Control - Bed Bugs	10-68-6633	450.00
Total 50826:							450.00
07/10/2015	50827	285	Town of Hudson	070115-1006	Water & Sewer - 509 Cherry Street	10-68-6418	41.06
07/10/2015	50827	285	Town of Hudson	070115-2108	Water & Sewer - 557 Ash Street	10-64-6418	51.97
07/10/2015	50827	285	Town of Hudson	070115-3043	Water & Sewer - 258 5th Avenue	10-68-6418	44.75
07/10/2015	50827	285	Town of Hudson	070115-4061	Water & Sewer - 1175 6th Avenue	70-68-6418	5,627.73
07/10/2015	50827	285	Town of Hudson	070115-4062	Water - 650 Cherry Street	10-69-6418	2,835.93
Total 50827:							8,601.44
07/10/2015	50828	131	Tribune The	4148223	Land Use Code	10-65-6620	23.60
07/10/2015	50828	131	Tribune The	4174886	Notice Site Plan Main & Date	10-65-6620	48.84
07/10/2015	50828	131	Tribune The	4174887	Hearing Willow Brook	10-65-6620	88.44
Total 50828:							160.88

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
07/10/2015	50829	5	United Power	062415-1519	Hudson Street Lighting	10-68-6414	1,142.99
07/10/2015	50829	5	United Power	062415-1519	Ball Park Lights - 650 Cherry Street	10-69-6413	16.22
07/10/2015	50829	5	United Power	062415-1519	Ball Park Lights - 650 Cherry Street	10-69-6413	16.00
07/10/2015	50829	5	United Power	062415-1519	Electric - 22900 Service Rd.	70-68-6413	75.44
07/10/2015	50829	5	United Power	062415-1519	Electric - 509 Cherry	10-68-6413	70.33
07/10/2015	50829	5	United Power	062415-1519	Electric - 1100 5th Ave.	70-68-6413	30.76
07/10/2015	50829	5	United Power	062415-1519	Electric - 800 E WCR 16	70-68-6413	145.69
07/10/2015	50829	5	United Power	062415-1690	Electric - 21507 Hwy 52	75-68-6413	1,588.91
07/10/2015	50829	5	United Power	062415-8669	Electric - 1175 6th Ave	70-68-6413	1,688.53
07/10/2015	50829	5	United Power	070115-1634	Electric - 8249 WCR 47.5	75-68-6413	3,898.46
07/10/2015	50829	5	United Power	070115-1800	Electric - 258 5th Avenue	10-68-6413	73.35
07/10/2015	50829	5	United Power	9314600	Electric - 5594 WCR 47	70-68-6413	239.60
Total 50829:							8,986.28
07/10/2015	50830	99	USA BlueBook	672203	WWTP Lab Supplies	75-68-6710	219.38
Total 50830:							219.38
07/10/2015	50831	18	Utility Notification Center of Color	21506420	Locates	70-68-6633	104.39
Total 50831:							104.39
07/10/2015	50832	240	Weld County Clerk & Recorder	071015	Record Skoglund Quit Claim Deed and Record Renaissance Homes Special Warranty Deed	10-64-6620	37.00
Total 50832:							37.00
Grand Totals:							43,535.89

Report Criteria:

Report type: GL detail

Check.Type = {<>} "Adjustment"

PUBLIC HEARING

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

July 15, 2015

MAYOR:

I WOULD LIKE TO OPEN THE PUBLIC HEARING FOR THE PROPOSED AMENDMENT TO THE LAND DEVELOPMENT CODE: (STATE TIME)

MAYOR:

WILL THE CLERK STATE THE PURPOSE OF THE HEARING.

CLERK:

A PUBLIC HEARING FOR THE PURPOSE OF CONSIDERING ORDINANCE NO. 15-10, AMENDING CHAPTER 16 OF THE HUDSON MUNICIPAL CODE CONCERNING MODIFICATIONS TO EXISTING WIRELESS TELECOMMUNICATIONS FACILITIES.

:

MAYOR:

WAS THE NOTICE FOR THIS EVENINGS HEARING PUBLISHED IN THE LOCAL NEWSPAPER?

ADMINISTRATOR:

THE CODE AMENDMENT HEARING WAS ADVERTISED IN THE JUNE 22, 2015 EDITION OF THE GREELEY TRIBUNE

MAYOR:

I WILL FIRST RECOGNIZE THE TOWN ADMINISTRATOR TO PRESENT STAFF COMMENTS ON THE PROPOSED CODE AMENDMENT AND TO RESPOND TO QUESTIONS. I WILL THEN RECOGNIZE MEMBERS OF THE AUDIENCE WHO

WISH TO SPEAK TO THE COMMISSIONERS REGARDING THE PROPOSAL. ALL WISHING TO SPEAK MAY COME FORWARD, ONE AT A TIME, TO THE PODIUM, SIGN IN AND STATE YOUR NAME AND ADDRESS FOR THE RECORD.

DOES THE TOWN ADMINISTRATOR HAVE A PRESENTATION FOR THE COMMISSION?

(STAFF PRESENTATION)

MAYOR:

IS THERE ANY MEMBER OF THE PUBLIC WHO WISHES TO ADDRESS THE PLANNING COMMISSION ON THIS MATTER?

IF SO, PLEASE SIGN IN AND STATE YOUR NAME AND ADDRESS FOR THE RECORD.

(PUBLIC COMMENTS)

MAYOR:

DO ANY OF THE COMMISSIONERS HAVE ANY REMAINING QUESTIONS OF STAFF ON THIS MATTER?

THERE BEING NO FURTHER DISCUSSION, I DECLARE THE PUBLIC HEARING IS CLOSED AT (STATE TIME).

MAYOR:

THE COMMISSION WILL CONSIDER A RECOMMENDATION TO THE BOARD OF TRUSTEES ON THIS MATTER LATER IN THE AGENDA.

NEXT AGENDA ITEM

PUBLIC HEARING

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

July 15, 2015

MAYOR:

I WOULD LIKE TO OPEN THE PUBLIC HEARING FOR THE PROPOSED ORDINANCE TO VACATE PORTIONS OF FIR STREET, SECOND AVENUE AND AN ALLEY: (STATE TIME)

MAYOR:

WILL THE CLERK STATE THE PURPOSE OF THE HEARING.

CLERK:

A PUBLIC HEARING FOR THE PURPOSE OF CONSIDERING ORDINANCE NO. 15-12, AN ORDINANCE VACATING PORTIONS OF FIR STREET, SECOND AVENUE, AND THE ALLEY IN BLOCK 74

:

MAYOR:

WAS THE NOTICE FOR THIS EVENINGS HEARING PUBLISHED IN THE LOCAL NEWSPAPER?

ADMINISTRATOR:

THE HEARING WAS ADVERTISED IN THE JUNE 30, 2015 EDITION OF THE GREELEY TRIBUNE

MAYOR:

I WILL FIRST RECOGNIZE THE TOWN ADMINISTRATOR TO PRESENT STAFF COMMENTS ON THE PROPOSED CODE AMENDMENT AND TO RESPOND TO QUESTIONS. I WILL THEN RECOGNIZE MEMBERS OF THE AUDIENCE WHO WISH TO SPEAK TO THE COMMISSIONERS REGARDING THE PROPOSAL. ALL WISHING TO SPEAK MAY COME FORWARD, ONE AT A TIME, TO THE PODIUM, SIGN IN AND

STATE YOUR NAME AND ADDRESS FOR THE RECORD.

DOES THE TOWN ADMINISTRATOR HAVE A PRESENTATION FOR THE COMMISSION?

(STAFF PRESENTATION)

MAYOR:

IS THERE ANY MEMBER OF THE PUBLIC WHO WISHES TO ADDRESS THE PLANNING COMMISSION ON THIS MATTER?

IF SO, PLEASE SIGN IN AND STATE YOUR NAME AND ADDRESS FOR THE RECORD.

(PUBLIC COMMENTS)

MAYOR:

DO ANY OF THE COMMISSIONERS HAVE ANY REMAINING QUESTIONS OF STAFF ON THIS MATTER?

THERE BEING NO FURTHER DISCUSSION, I DECLARE THE PUBLIC HEARING IS CLOSED AT (STATE TIME).

MAYOR:

THE COMMISSION WILL CONSIDER A RECOMMENDATION TO THE BOARD OF TRUSTEES ON THIS MATTER LATER IN THE AGENDA.

NEXT AGENDA ITEM

MEMORANDUM

3.a.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: July 15, 2015
Subject: 2014 Audit

Attachment

Every year the Town contracts with an auditor for an audit of the previous year's finances. Again this year we used Swanhorst and Associates for the audit.

We have just received the draft audit report for 2014, a copy of which is attached for your reference at the meeting. This meeting will be an opportunity for a representative from Swanhorst to present the highlights of the audit to the Board and to answer questions.

TOWN OF HUDSON, COLORADO

FINANCIAL STATEMENTS

December 31, 2014

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FINANCIAL SECTION

Honorable Mayor and Board of Trustees
Town of Hudson
Hudson, Colorado

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Hudson as of and for the year ended December 31, 2014, and the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Hudson, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Hudson as of December 31, 2014, and the respective changes in financial position and cash flows, where applicable, for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters (Required Supplementary Information)

Accounting principles generally accepted in the United States of America require that the required supplementary information listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Other Matters (Other Information)

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town of Hudson's basic financial statements. The supplementary information and the local highway finance report listed in the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling the information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

June 15, 2015

DRAFT

BASIC FINANCIAL STATEMENTS

TOWN OF HUDSON, COLORADO

STATEMENT OF NET POSITION

December 31, 2014

	GOVERNMENTAL ACTIVITIES	BUSINESS-TYPE ACTIVITIES	TOTALS
ASSETS			
Cash and Investments	\$ 4,567,984	\$ 363,124	\$ 4,931,108
Restricted Cash and Investments	426,033	47,825	473,858
Accounts Receivable	252,914	178,872	431,786
Taxes Receivable	2,011,888	-	2,011,888
Internal Balances	(200,000)	200,000	-
Prepaid Expenses	4,724	2,490	7,214
Land Held for Resale	302,280	-	302,280
Capital Assets, Not Being Depreciated	1,360,912	962,266	2,323,178
Capital Assets, Net of Accumulated Depreciation	5,311,318	12,273,836	17,585,154
TOTAL ASSETS	14,038,053	14,028,413	28,066,466
LIABILITIES			
Accounts Payable	72,661	35,370	108,031
Accrued Liabilities	14,818	7,360	22,178
Retainage Payable	79,710	-	79,710
Deposits	-	3,131	3,131
Accrued Interest Payable	16,678	76,204	92,882
Noncurrent Liabilities			
Due Within One Year	63,586	98,581	162,167
Due in More Than One Year	3,166,383	4,679,930	7,846,313
TOTAL LIABILITIES	3,413,836	4,900,576	8,314,412
DEFERRED INFLOWS OF RESOURCES			
Property Taxes	1,926,469	-	1,926,469
NET POSITION			
Net Investment in Capital Assets	3,457,230	8,467,500	11,924,730
Restricted for Street Paving and Maintenance	838,305	-	838,305
Restricted for Debt Service	426,033	47,825	473,858
Restricted for Capital Improvements	243,524	-	243,524
Restricted for Parks	38,445	-	38,445
Restricted for Emergencies	113,000	-	113,000
Unrestricted	3,581,211	612,512	4,193,723
TOTAL NET POSITION	\$ 8,697,748	\$ 9,127,837	\$ 17,825,585

The accompanying notes are an integral part of the financial statements.

TOWN OF HUDSON, COLORADO

STATEMENT OF ACTIVITIES

Year Ended December 31, 2014

FUNCTIONS/PROGRAMS	EXPENSES	PROGRAM REVENUES		
		CHARGES FOR SERVICES	OPERATING GRANTS AND CONTRIBUTIONS	CAPITAL GRANTS AND CONTRIBUTIONS
PRIMARY GOVERNMENT				
Governmental Activities				
General Government	\$ 615,478	\$ 4,866	\$ 90,869	\$ -
Public Safety	140,424	23,170	-	-
Public Works	498,242	40,995	103,852	582,304
Parks and Recreation	140,075	375	24,776	-
Library	204,306	-	1,090,597	-
Interest on Long-Term Debt	202,148	-	-	-
Total Governmental Activities	1,800,673	69,406	1,310,094	582,304
Business-Type Activities				
Water Utility	671,047	383,191	-	-
Wastewater Utility	800,704	390,091	-	-
Total Business-Type Activities	1,471,751	773,282	-	-
TOTAL PRIMARY GOVERNMENT	\$ 3,272,424	\$ 842,688	\$ 1,310,094	\$ 582,304

GENERAL REVENUES

Property Taxes
 Specific Ownership Taxes
 Sales and Use Taxes
 Franchise Taxes
 Investment Income
 Other

TRANSFERS

TOTAL GENERAL REVENUES AND TRANSFERS

CHANGE IN NET POSITION

NET POSITION, Beginning

NET POSITION, Ending

The accompanying notes are an integral part of the financial statements.

NET (EXPENSE) REVENUE AND CHANGE IN NET POSITION

GOVERNMENTAL ACTIVITIES	BUSINESS-TYPE ACTIVITIES	TOTALS
\$ (519,743)	\$ -	\$ (519,743)
(117,254)	-	(117,254)
228,909	-	228,909
(114,924)	-	(114,924)
886,291	-	886,291
(202,148)	-	(202,148)
<u>161,131</u>	<u>-</u>	<u>161,131</u>
-	(287,856)	(287,856)
-	(410,613)	(410,613)
-	(698,469)	(698,469)
<u>161,131</u>	<u>(698,469)</u>	<u>(537,338)</u>
952,070	-	952,070
87,346	-	87,346
660,549	-	660,549
77,288	-	77,288
6,639	1,150	7,789
9,788	93,701	103,489
(104,324)	104,324	-
<u>1,689,356</u>	<u>199,175</u>	<u>1,888,531</u>
1,850,487	(499,294)	1,351,193
<u>6,847,261</u>	<u>9,627,131</u>	<u>16,474,392</u>
<u>\$ 8,697,748</u>	<u>\$ 9,127,837</u>	<u>\$ 17,825,585</u>

TOWN OF HUDSON, COLORADO

BALANCE SHEET
GOVERNMENTAL FUNDS
December 31, 2014

	GENERAL	PROPERTY TAX SPECIAL REVENUE	CAPITAL RESERVE
ASSETS			
Cash and Investments	\$ 581,827	\$ 88,098	\$ -
Restricted Cash and Investments	-	-	426,033
Accounts Receivable	85,238	-	167,676
Taxes Receivables	921,118	1,013,677	-
Interfund Receivables	132,040	-	-
Prepaid Expenditures	2,634	-	-
Land Held for Resale	302,280	-	-
TOTAL ASSETS	\$ 2,025,137	\$ 1,101,775	\$ 593,709
LIABILITIES			
Accounts Payable	\$ 42,616	\$ -	\$ 2,258
Accrued Liabilities	11,247	-	-
Retainage Payable	-	-	-
Interfund Payables	200,000	-	132,040
TOTAL LIABILITIES	253,863	-	134,298
DEFERRED INFLOWS OF RESOURCES			
Property Taxes	912,792	1,013,677	-
FUND BALANCES			
Nonspendable Prepaid Expenditures	2,634	-	-
Restricted for Street Paving and Maintenance	-	-	-
Restricted for Debt Service	-	-	426,033
Restricted for Capital Improvements	-	-	-
Restricted for Parks	-	-	-
Restricted for Emergencies	113,000	-	-
Committed to Debt Service	-	88,098	-
Committed to Capital Improvements	-	-	33,378
Committed to Public Library Activities	-	-	-
Unrestricted, Unassigned	742,848	-	-
TOTAL FUND BALANCES	858,482	88,098	459,411
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	\$ 2,025,137	\$ 1,101,775	\$ 593,709

Amounts Reported for Governmental Activities in the Statement of Net Position are Different Because:

Total Fund Balances of Governmental Funds

Capital assets used in governmental activities are not current financial resources and, therefore, are not reported in governmental funds.

Long-term liabilities and related items, including bonds payable (\$3,215,000), accrued compensated absences (\$14,969), and accrued interest payable (\$16,678) are not due and payable in the current year and, therefore, are not reported in governmental funds.

Total Net Position of Governmental Activities

The accompanying notes are an integral part of the financial statements.

HUDSON PUBLIC LIBRARY	NONMAJOR GOVERNMENTAL FUNDS	TOTALS
\$ 2,788,634	\$ 1,109,425	\$ 4,567,984
-	-	426,033
-	-	252,914
-	77,093	2,011,888
-	-	132,040
2,090	-	4,724
-	-	302,280
<u>\$ 2,790,724</u>	<u>\$ 1,186,518</u>	<u>\$ 7,697,863</u>
\$ 105	\$ 27,682	\$ 72,661
3,571	-	14,818
79,710	-	79,710
-	-	332,040
<u>83,386</u>	<u>27,682</u>	<u>499,229</u>
-	-	1,926,469
2,090	-	4,724
-	838,305	838,305
-	-	426,033
-	243,524	243,524
-	38,445	38,445
-	-	113,000
-	-	88,098
-	38,562	71,940
2,705,248	-	2,705,248
-	-	742,848
<u>2,707,338</u>	<u>1,158,836</u>	<u>5,272,165</u>
<u>\$ 2,790,724</u>	<u>\$ 1,186,518</u>	<u>\$ 7,697,863</u>
		\$ 5,272,165
		6,672,230
		<u>(3,246,647)</u>
		<u>\$ 8,697,748</u>

TOWN OF HUDSON, COLORADO

STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
 Year Ended December 31, 2014

	GENERAL	PROPERTY TAX SPECIAL REVENUE	CAPITAL RESERVE
REVENUES			
Taxes	\$ 867,450	\$ 500,980	\$ 4,799
Licenses and Permits	43,583	-	-
Contributions and Donations	639	34,617	-
Intergovernmental	194,082	-	547,687
Charges for Services	19,295	-	-
Fines and Forfeitures	6,528	-	-
Investment Income	420	260	290
Other	5,697	-	-
TOTAL REVENUES	1,137,694	535,857	552,776
EXPENDITURES			
Current			
General Government	510,680	5,024	-
Public Safety	140,424	-	-
Public Works	337,849	-	28,238
Parks and Recreation	107,512	-	-
Library	-	-	-
Capital Outlay	27,578	732,202	493,418
Debt Service			
Principal	-	20,000	-
Interest and Fiscal Charges	-	106,550	-
TOTAL EXPENDITURES	1,124,043	863,776	521,656
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	13,651	(327,919)	31,120
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	200,000
Transfers Out	(200,000)	(104,324)	-
TOTAL OTHER FINANCIAL SOURCES (USES)	(200,000)	(104,324)	200,000
NET CHANGE IN FUND BALANCES	(186,349)	(432,243)	231,120
FUND BALANCES, Beginning	1,044,831	520,341	228,291
FUND BALANCES, Ending	\$ 858,482	\$ 88,098	\$ 459,411

The accompanying notes are an integral part of the financial statements.

HUDSON PUBLIC LIBRARY	NONMAJOR GOVERNMENTAL FUNDS	TOTALS
\$ -	\$ 404,024	\$ 1,777,253
-	-	43,583
3,195	-	38,451
1,087,402	24,776	1,853,947
-	-	19,295
-	-	6,528
4,779	890	6,639
4,091	-	9,788
<u>1,099,467</u>	<u>429,690</u>	<u>3,755,484</u>
-	-	515,704
-	-	140,424
-	18,184	384,271
-	-	107,512
204,306	-	204,306
1,108,250	105,483	2,466,931
-	25,000	45,000
-	95,781	202,331
<u>1,312,556</u>	<u>244,448</u>	<u>4,066,479</u>
<u>(213,089)</u>	<u>185,242</u>	<u>(310,995)</u>
-	-	200,000
-	-	(304,324)
-	-	(104,324)
<u>(213,089)</u>	<u>185,242</u>	<u>(415,319)</u>
<u>2,920,427</u>	<u>973,594</u>	<u>5,687,484</u>
\$ <u>2,707,338</u>	\$ <u>1,158,836</u>	\$ <u>5,272,165</u>

TOWN OF HUDSON, COLORADO

RECONCILIATION OF THE STATEMENT OF REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
Year Ended December 31, 2014

Amounts Reported for Governmental Activities in the Statement of Activities are Different Because:

Net Change in Fund Balances of Governmental Funds	\$ (415,319)
Capital outlays to purchase or construct capital assets are reported in governmental funds as expenditures. However, for governmental activities those costs are capitalized in the statement of net position and are allocated over their estimated useful lives as annual depreciation expense in the statement of activities. This is the amount by which capital outlay \$2,494,617 exceeded depreciation expense (\$179,306) and loss on disposal (\$94,859) in the current year.	2,220,452
Repayments of long-term debt are reported as expenditures in the governmental funds, but they reduce long-term liabilities in the statement of net position and do not affect the statement of activities.	45,000
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds. This includes the change in accrued compensated absences \$171 and accrued interest payable \$183.	<u>354</u>
Change in Net Position of Governmental Activities	<u>\$ 1,850,487</u>

The accompanying notes are an integral part of the financial statements.

TOWN OF HUDSON, COLORADO

STATEMENT OF NET POSITION
PROPRIETARY FUNDS
December 31, 2014

	<u>WATER</u>	<u>WASTEWATER</u>	<u>TOTALS</u>
ASSETS			
CURRENT ASSETS			
Cash and Investments	\$ 252,311	\$ 110,813	\$ 363,124
Restricted Cash and Investments	-	47,825	47,825
Accounts Receivable	35,873	142,999	178,872
Interfund Receivables	-	200,000	200,000
Prepaid Expenses	1,357	1,133	2,490
TOTAL CURRENT ASSETS	<u>289,541</u>	<u>502,770</u>	<u>792,311</u>
NONCURRENT ASSETS			
Capital Assets, Not Being Depreciated	962,266	-	962,266
Capital Assets, Net of Accumulated Depreciation	3,685,582	8,588,254	12,273,836
TOTAL NONCURRENT ASSETS	<u>4,647,848</u>	<u>8,588,254</u>	<u>13,236,102</u>
TOTAL ASSETS	<u>4,937,389</u>	<u>9,091,024</u>	<u>14,028,413</u>
CURRENT LIABILITIES			
Accounts Payable	23,872	11,498	35,370
Accrued Liabilities	4,025	3,335	7,360
Deposits	3,131	-	3,131
Accrued Interest Payable	20,823	55,381	76,204
Compensated Absences Payable - Current Portion	2,997	2,473	5,470
Bonds Payable - Current Portion	44,451	48,660	93,111
TOTAL CURRENT LIABILITIES	<u>99,299</u>	<u>121,347</u>	<u>220,646</u>
NONCURRENT LIABILITIES			
Compensated Absences Payable	2,449	1,990	4,439
Bonds Payable	1,316,061	3,359,430	4,675,491
TOTAL NONCURRENT LIABILITIES	<u>1,318,510</u>	<u>3,361,420</u>	<u>4,679,930</u>
TOTAL LIABILITIES	<u>1,417,809</u>	<u>3,482,767</u>	<u>4,900,576</u>
NET POSITION			
Net Investment in Capital Assets	3,287,336	5,180,164	8,467,500
Restricted for Debt Service	-	47,825	47,825
Unrestricted	232,244	380,268	612,512
TOTAL NET POSITION	<u>\$ 3,519,580</u>	<u>\$ 5,608,257</u>	<u>\$ 9,127,837</u>

The accompanying notes are an integral part of the financial statements.

TOWN OF HUDSON, COLORADO

STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION
PROPRIETARY FUNDS

Year Ended December 31, 2014

	<u>WATER</u>	<u>WASTEWATER</u>	<u>TOTALS</u>
OPERATING REVENUES			
Charges for Services	\$ 383,191	\$ 390,091	\$ 773,282
Other	-	1,201	1,201
TOTAL OPERATING REVENUES	<u>383,191</u>	<u>391,292</u>	<u>774,483</u>
OPERATING EXPENSES			
Operations and Maintenance	381,278	337,591	718,869
Administration	81,635	122,600	204,235
Depreciation	167,769	229,365	397,134
TOTAL OPERATING EXPENSES	<u>630,682</u>	<u>689,556</u>	<u>1,320,238</u>
NET OPERATING INCOME (LOSS)	<u>(247,491)</u>	<u>(298,264)</u>	<u>(545,755)</u>
NONOPERATING REVENUES (EXPENSES)			
Investment Income	721	429	1,150
Treatment Plant Settlement	-	92,500	92,500
Interest and Fiscal Charges	(40,365)	(111,148)	(151,513)
TOTAL NONOPERATING REVENUES (EXPENSES)	<u>(39,644)</u>	<u>(18,219)</u>	<u>(57,863)</u>
NET LOSS BEFORE TRANSFERS	<u>(287,135)</u>	<u>(316,483)</u>	<u>(603,618)</u>
TRANSFERS			
Transfers In	<u>84,324</u>	<u>20,000</u>	<u>104,324</u>
CHANGE IN NET POSITION	<u>(202,811)</u>	<u>(296,483)</u>	<u>(499,294)</u>
NET POSITION, Beginning	<u>3,722,391</u>	<u>5,904,740</u>	<u>9,627,131</u>
NET POSITION, Ending	<u>\$ 3,519,580</u>	<u>\$ 5,608,257</u>	<u>\$ 9,127,837</u>

The accompanying notes are an integral part of the financial statements.

TOWN OF HUDSON, COLORADO

STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS

Increase (Decrease) in Cash and Cash Equivalents
Year Ended December 31, 2014

	<u>WATER</u>	<u>WASTEWATER</u>	<u>TOTALS</u>
CASH FLOWS FROM OPERATING ACTIVITIES			
Cash Received from Customers	\$ 390,775	\$ 385,471	\$ 776,246
Cash Received from Others	-	1,201	1,201
Cash Payments to Employees	(132,294)	(112,859)	(245,153)
Cash Payments to Vendors and Suppliers	(317,206)	(356,185)	(673,391)
Net Cash Provided (Used) by Operating Activities	<u>(58,725)</u>	<u>(82,372)</u>	<u>(141,097)</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES			
Acquisition and Construction of Capital Assets	(12,037)	(129,673)	(141,710)
Grants Received	-	20	20
Payments From Other Funds	84,324	220,000	304,324
Debt Principal Payments	(43,273)	(47,116)	(90,389)
Debt Interest and Fiscal Charges Paid	(41,051)	(111,914)	(152,965)
Net Cash Provided (Used) by Capital and Related Financing Activities	<u>(12,037)</u>	<u>(68,683)</u>	<u>(80,720)</u>
CASH FLOWS FROM INVESTING ACTIVITIES			
Interest Received	721	429	1,150
NET DECREASE IN CASH AND CASH EQUIVALENTS	(70,041)	(150,626)	(220,667)
CASH AND CASH EQUIVALENTS, Beginning	322,352	309,264	631,616
CASH AND CASH EQUIVALENTS, Ending	<u>\$ 252,311</u>	<u>\$ 158,638</u>	<u>\$ 410,949</u>
RECONCILIATION OF NET OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES			
Net Operating Income (Loss)	\$ (247,491)	\$ (298,264)	\$ (545,755)
Adjustments to Reconcile Net Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities			
Depreciation	167,769	229,365	397,134
Changes in Assets and Liabilities			
Accounts Receivable	8,053	(4,620)	3,433
Prepaid Expenses	(1,357)	(1,133)	(2,490)
Accounts Payable	11,492	(10,354)	1,138
Accrued Liabilities	1,188	828	2,016
Deposits	(469)	-	(469)
Compensated Absences Payable	2,090	1,806	3,896
Net Cash Provided (Used) by Operating Activities	<u>\$ (58,725)</u>	<u>\$ (82,372)</u>	<u>\$ (141,097)</u>

The accompanying notes are an integral part of the financial statements.

TOWN OF HUDSON, COLORADO

NOTES TO FINANCIAL STATEMENTS

December 31, 2014

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the Town of Hudson (the "Town") have been prepared in conformity with generally accepted accounting principles (GAAP) as applicable to governmental entities. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the Town's accounting policies are described below.

Reporting Entity

The financial reporting entity consists of the Town, organizations for which the Town is financially accountable, and organizations that raise and hold economic resources for the direct benefit of the Town. All funds, organizations, institutions, agencies, departments and offices that are not legally separate are part of the Town. Legally separate organizations for which the Town is financially accountable are considered part of the reporting entity. Financial accountability exists if the Town appoints a voting majority of the organization's governing board and is able to impose its will on the organization, or if there is a potential for the organization to provide benefits to, or impose financial burdens on, the Town.

Based on the application of these criteria, the Town includes the Hudson Public Library (the "Library") in its reporting entity. The Library provides services to the citizens of the Town through an intergovernmental agreement between the Town and the High Plains Library District. The Town's Board of Trustees appoints the governing board of the Library and management of the Town has operational responsibility for the Library. Therefore, the financial activity for the Library is blended into the Town's financial statements.

Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all activities of the Town. For the most part, the effect of interfund activity has been removed from these statements. Exceptions to this general rule are charges for interfund services that are reasonably equivalent to the services provided. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of the given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual funds are reported as separate columns in the fund financial statements.

TOWN OF HUDSON, COLORADO

NOTES TO FINANCIAL STATEMENTS

December 31, 2014

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when the liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collected within the current year or soon enough thereafter to pay liabilities of the current year. For this purpose, the Town considers revenues to be available if they are collected within 60 days of the end of the current year. Taxes, intergovernmental revenues, and interest associated with the current year are considered to be susceptible to accrual and so have been recognized as revenues of the current year. All other revenues are considered measurable and available only when cash is received by the Town. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, are recorded only when payment is due.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a fund's principal ongoing operations. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for a specific use, it is the Town's practice to use restricted resources first, then unrestricted resources as they are needed.

In the fund financial statements, the Town reports the following major governmental funds:

The *General Fund* is the Town's primary operating fund. It accounts for all financial resources of the Town, except those required to be accounted for in another fund.

The *Property Tax Special Revenue Fund* accounts for the collection of property taxes established for capital improvements and the related debt.

The *Capital Reserve Fund* accumulates resources, primarily grants and interfund transfers, for capital purchases and capital improvements.

The *Hudson Public Library Fund* accounts for the operations of the library utilizing two-thirds of the property tax proceeds collected by the High Plains Library District from within the library's service area.

TOWN OF HUDSON, COLORADO

NOTES TO FINANCIAL STATEMENTS

December 31, 2014

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)

Additionally, the Town reports the following major proprietary funds:

The *Water Fund* accounts for the financial activities associated with the provision of water services.

The *Wastewater Fund* accounts for the financial activities associated with the provision of sewer services.

Assets, Liabilities and Net Position/Fund Balances

Cash and Investments - For purposes of the statement of cash flows, cash equivalents are defined as investments with original maturities of three months or less. The Town considers all pooled cash and investments to be cash equivalents. Investments are stated at fair value.

Receivables - Receivables are reported at their gross value and, where appropriate, are reduced by the estimated portion that is expected to be uncollectible.

Interfund Receivables and Payables - During the course of operations, certain transactions occur between individual funds. The resulting receivables and payables are classified on the balance sheet as *interfund receivables* and *interfund payables*. Any residual balances outstanding between governmental and business-type activities are reported in the government-wide financial statements as *internal balances*.

Prepaid Expenses - Payments to vendors for services that will benefit subsequent years are reported as prepaid expenses.

Land Held for Resale - Land held for resale is carried at the lower of cost or market value.

Capital Assets - Capital assets, which include land, buildings, utility systems, streets constructed since January 1, 2004, and equipment, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements and the proprietary funds in the fund financial statements. Capital assets are defined by the Town as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

TOWN OF HUDSON, COLORADO

NOTES TO FINANCIAL STATEMENTS

December 31, 2014

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position/Fund Balances (Continued)

Capital assets are depreciated using the straight-line method over the following estimated useful lives.

Land Improvements	20 years
Streets	10 - 50 years
Buildings and Improvements	10 - 50 years
Water and Sewer Plants and Lines	40 years
Machinery and Equipment	3 - 30 years

Compensated Absences - Employees of the Town are allowed to accumulate unused vacation and compensatory time depending on length of employment. Upon termination of employment from the Town, an employee will be compensated for all accrued vacation and compensatory time at their current rate of pay up to 40 hours and 8 hours, respectively. Accumulated, unpaid vacation and compensatory time is accrued when earned in the government-wide financial statements and the proprietary fund financial statements. A liability is recorded in the governmental fund financial statements only when payment is due.

Long-Term Obligations - In the government-wide financial statements, and the proprietary funds in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund statement of net position. Debt premiums and discounts are deferred and amortized over the life of the debt using the straight-line method.

In the fund financial statements, governmental funds recognize the face amount of debt issued as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses.

Debt issuance costs, whether or not withheld from the debt proceeds, are reported as current expenses or expenditures.

Deferred Inflows of Resources - Deferred inflows of resources include property taxes earned but levied for a subsequent year.

Net Position/Fund Balances - In the government-wide and fund financial statements, net position and fund balances are restricted when constraints placed on the use of resources are externally imposed. In the fund financial statements, governmental funds report committed fund balances when the Board of Trustees approves an ordinance or a contractual agreement with a third party that places constraints on the use of resources for a specific purpose. Assigned fund balances arise from an informal action of the Board of Trustees.

The Town has not established a formal policy for its use of restricted and unrestricted fund balances. However, if both restricted and unrestricted fund balances are available for a specific purpose, the Town uses restricted fund balances first, followed by committed, assigned, and unassigned balances.

TOWN OF HUDSON, COLORADO

NOTES TO FINANCIAL STATEMENTS

December 31, 2014

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property Taxes

Property taxes attach as an enforceable lien on property on January 1, are levied the following December, and collected in the subsequent calendar year. Taxes are payable in full on April 30 or in two installments on February 28 and June 15. The County Treasurer's Office collects property taxes and remits to the Town on a monthly basis. Since property tax revenues are collected in arrears during the succeeding year, receivables and corresponding deferred inflows of resources are reported at year end.

NOTE 2: CASH AND INVESTMENTS

A summary of cash and investments at December 31, 2014, follows:

Petty Cash	\$ 300
Cash Deposits	4,620,412
Investments	<u>784,254</u>
Total	<u>\$ 5,404,966</u>

Cash and investments are reported in the financial statements as follows:

Cash and Investments	\$ 4,931,108
Restricted Cash and Investments	<u>473,858</u>
Total	<u>\$ 5,404,966</u>

Cash Deposits

The Colorado Public Deposit Protection Act (PDPA) requires all local government entities to deposit cash in eligible public depositories. Eligibility is determined by State regulations. Amounts on deposit in excess of federal insurance levels must be collateralized by eligible collateral as determined by the PDPA. The PDPA allows the financial institution to create a single collateral pool for all public funds held. The pool is to be maintained by another institution, or held in trust for all uninsured public deposits as a group. The market value of the collateral must be at least equal to 102% of the uninsured deposits. At December 31, 2014, the Town had bank deposits of \$3,742,333 collateralized with securities held by the financial institutions' agents but not in the Town's name.

Investments

The Town is required to comply with State statutes which specify investment instruments meeting defined rating, maturity, and concentration risk criteria in which the Town may invest, which include the following. State statutes do not address custodial risk.

TOWN OF HUDSON, COLORADO

NOTES TO FINANCIAL STATEMENTS

December 31, 2014

NOTE 2: CASH AND INVESTMENTS (Continued)

Investments (Continued)

- Obligations of the United States and certain U.S. Agency securities
- Certain international agency securities
- General obligation and revenue bonds of U.S. local government entities
- Bankers' acceptances of certain banks
- Commercial paper
- Local government investment pools
- Written repurchase agreements collateralized by certain authorized securities
- Certain money market funds
- Guaranteed investment contracts (GICs)

Interest Rate Risk - State statutes generally limit the maturity of investment securities to five years from the date of purchase, unless the governing board authorizes the investment for a period in excess of five years.

Credit Risk - State statutes limit certain investments to those with specified ratings from nationally recognized statistical rating organizations, depending on the type of investment.

Concentration of Credit Risk - State statutes do not limit the amount the Town may invest in one issuer, except for corporate securities.

Local Government Investment Pool - At December 31, 2014, the Town had \$784,254 invested in the Colorado Local Government Liquid Asset Trust (Colotrust). Colotrust is an investment vehicle established for local government entities in Colorado to pool surplus funds. The Colorado Division of Securities administers and enforces the requirements of creating and operating Colotrust. Colotrust operates in conformity with the Securities and Exchange Commission's Rule 2a-7 as promulgated under the Investment Company Act of 1940, as amended. Colotrust is rated AAAM by Standard and Poor's. Investments of Colotrust are limited to those allowed by State statutes. A designated custodial bank provides safekeeping and depository services to Colotrust in connection with the direct investment and withdrawal functions. The custodian's internal records identify the investments owned by the participating governments.

Restricted Cash and Investments

At December 31, 2014, the Capital Reserve Fund reported debt reserves of \$291,715 and \$134,318 required by the 2009 Sales Tax Revenue Bond and the 2009 Limited Tax General Obligation Bond agreements, respectively. As required by the USDA debt agreement, debt reserves of \$47,825 are held in a separate account on behalf of the Wastewater Fund.

TOWN OF HUDSON, COLORADO

NOTES TO FINANCIAL STATEMENTS

December 31, 2014

NOTE 3: INTERFUND BALANCES AND TRANSACTIONS

Interfund balances at December 31, 2014, consisted of the following.

<u>Interfund Receivables</u>	<u>Interfund Payables</u>	
General Fund	Capital Reserve Fund	\$ 132,040
Wastewater Fund	General Fund	<u>200,000</u>
Total		<u><u>\$ 332,040</u></u>

At December 31, 2014, the General Fund had temporarily subsidized the negative cash balance of the Capital Reserve Fund in the amount of \$132,040. This loan will be repaid when grant receivables are collected.

During the year ended December 31, 2013, the General Fund purchased land from the Wastewater Fund for \$600,000. During the year ended December 31, 2014, the General Fund paid \$200,000, and will pay the remaining \$200,000 upon the sale of the land or in one final installment in 2015.

Interfund transfers during the year ended December 31, 2014, consisted of the following.

<u>Transfers In</u>	<u>Transfers Out</u>	
Capital Reserve Fund	General Fund	\$ 200,000
Water Fund	Property Tax Special Revenue Fund	84,324
Wastewater Fund	Property Tax Special Revenue Fund	<u>20,000</u>
Total		<u><u>\$ 304,324</u></u>

During the year ended December 31, 2014, the General Fund transferred \$200,000 to the Capital Reserve Fund for the frontage road construction project. The Property Tax Special Revenue Fund collects and remits the property taxes established for capital improvements and the related debt service to other funds.

TOWN OF HUDSON, COLORADO

NOTES TO FINANCIAL STATEMENTS

December 31, 2014

NOTE 4: CAPITAL ASSETS

Capital asset activity for the year ended December 31, 2014, is summarized below.

	<u>Balances</u> 12/31/13	<u>Additions</u>	<u>Deletions</u>	<u>Balances</u> 12/31/14
Governmental Activities				
Capital Assets, Not Being Depreciated				
Land	\$ 140,396	\$ -	\$ -	\$ 140,396
Construction in Progress	<u>50,667</u>	<u>1,179,548</u>	<u>9,699</u>	<u>1,220,516</u>
Total Capital Assets, Not Being Depreciated	<u>191,063</u>	<u>1,179,548</u>	<u>9,699</u>	<u>1,360,912</u>
Capital Assets, Being Depreciated				
Land Improvements	527,236	58,191	-	585,427
Infrastructure	3,571,057	1,201,614	-	4,772,671
Buildings	580,990	27,686	96,795	511,881
Equipment	<u>468,317</u>	<u>37,277</u>	<u>-</u>	<u>505,594</u>
Total Capital Assets, Being Depreciated	<u>5,147,600</u>	<u>1,324,768</u>	<u>96,795</u>	<u>6,375,573</u>
Less Accumulated Depreciation				
Land Improvements	(25,952)	(27,407)	-	(53,359)
Infrastructure	(429,574)	(104,296)	-	(533,870)
Buildings	(182,856)	(11,759)	(1,936)	(192,679)
Equipment	<u>(248,503)</u>	<u>(35,844)</u>	<u>-</u>	<u>(284,347)</u>
Total Accumulated Depreciation	<u>(886,885)</u>	<u>(179,306)</u>	<u>(1,936)</u>	<u>(1,064,255)</u>
Total Capital Assets, Being Depreciated, Net	<u>4,260,715</u>	<u>1,145,462</u>	<u>94,859</u>	<u>5,311,318</u>
Governmental Activities Capital Assets, Net	<u>\$ 4,451,778</u>	<u>\$ 2,325,010</u>	<u>\$ 104,558</u>	<u>\$ 6,672,230</u>
Business-Type Activities				
Capital Assets, Not Being Depreciated				
Land and Water Rights	\$ 962,266	-	-	\$ 962,266
Capital Assets, Being Depreciated				
Collection and Distribution Systems	16,175,173	117,634	-	16,292,807
Equipment	<u>106,560</u>	<u>24,076</u>	<u>-</u>	<u>130,636</u>
Total Capital Assets, Being Depreciated	<u>16,281,733</u>	<u>141,710</u>	<u>-</u>	<u>16,423,443</u>
Less Accumulated Depreciation				
Collection and Distribution Systems	(3,672,919)	(392,315)	-	(4,065,234)
Equipment	<u>(79,554)</u>	<u>(4,819)</u>	<u>-</u>	<u>(84,373)</u>
Total Accumulated Depreciation	<u>(3,752,473)</u>	<u>(397,134)</u>	<u>-</u>	<u>(4,149,607)</u>
Total Capital Assets, Being Depreciated, Net	<u>12,529,260</u>	<u>(255,424)</u>	<u>-</u>	<u>12,273,836</u>
Business-Type Activities Capital Assets, Net	<u>\$ 13,491,526</u>	<u>\$ (255,424)</u>	<u>\$ -</u>	<u>\$ 13,236,102</u>

TOWN OF HUDSON, COLORADO

NOTES TO FINANCIAL STATEMENTS

December 31, 2014

NOTE 4: CAPITAL ASSETS (Continued)

Depreciation expense was charged to programs of the Town as follows:

Governmental Activities	
General Government	\$ 5,086
Public Works	141,657
Parks and Recreation	<u>32,563</u>
 Total	 <u>\$ 179,306</u>

NOTE 5: LONG-TERM DEBT

Governmental Activities

Following is a summary of long-term debt transactions of the governmental activities for the year ended December 31, 2014:

	Balance 12/31/13	Additions	Payments	Balance 12/31/14	Due Within One Year
2009 Sales Tax Revenue Bonds	\$ 1,490,000	\$ -	\$ 25,000	\$ 1,465,000	\$ 30,000
2009 Limited Tax GO Bonds	1,770,000	-	20,000	1,750,000	25,000
Compensated Absences	<u>15,140</u>	<u>24,551</u>	<u>24,722</u>	<u>14,969</u>	<u>8,586</u>
 Total	 <u>\$ 3,275,140</u>	 <u>\$ 24,551</u>	 <u>\$ 69,722</u>	 <u>\$ 3,229,969</u>	 <u>\$ 63,586</u>

Compensated absences are expected to be liquidated primarily with revenues of the General Fund.

During 2009, the Town issued \$1,555,000 Sales Tax Revenue Bonds to finance street improvements. Interest accrues on the bonds at rates ranging from 5% to 6.75% per annum. Interest payments are due semi-annually on June 1 and December 1. Principal payments are due annually on December 1, through 2036. These bonds are payable solely from the Town's 2% street paving sales and use taxes reported in the Paving Sales Tax Fund. During the year ended December 31, 2014, revenues of \$323,983 were available to pay annual debt service of \$120,781. Remaining debt service at December 31, 2014, was \$2,839,933.

During 2009, the Town issued \$1,805,000 Limited Tax General Obligation Bonds to finance street improvements. Interest accrues on the bonds at rates ranging from 4.75% to 6.25% per annum. Interest payments are due semi-annually on June 1 and December 1. Principal payments are due annually on December 1, through 2036. The bonds are payable from a 15.966 mill levy reported in the Property Tax Special Revenue Fund. For the year ended December 31, 2014, revenues of \$501,240 were available to pay annual debt service of \$126,550. Remaining debt service at December 31, 2014, was \$3,293,736.

TOWN OF HUDSON, COLORADO

NOTES TO FINANCIAL STATEMENTS

December 31, 2014

NOTE 5: LONG-TERM DEBT (Continued)

Governmental Activities (Continued)

Future debt service requirements for the outstanding bonds are as follows.

<u>Year Ended December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2015	\$ 55,000	\$ 200,131	\$ 255,131
2016	65,000	197,444	262,444
2017	70,000	194,226	264,226
2018	75,000	190,638	265,638
2019	85,000	186,794	271,794
2020 - 2024	535,000	855,127	1,390,127
2025 - 2029	760,000	661,514	1,421,514
2030 - 2034	1,050,000	381,603	1,431,603
2035 - 2036	<u>520,000</u>	<u>51,192</u>	<u>571,192</u>
Total	<u>\$ 3,215,000</u>	<u>\$ 2,918,669</u>	<u>\$ 6,133,669</u>

Business-Type Activities

Following are the changes in long-term debt of the business-type activities for the year ended December 31, 2014:

	<u>Balance 12/31/13</u>	<u>Additions</u>	<u>Payments</u>	<u>Balance 12/31/14</u>	<u>Due Within One Year</u>
1995 GO Bonds	\$ 525,400	\$ -	\$ 14,400	\$ 511,000	\$ 15,000
1996 CWCB Loan	878,385	-	28,873	849,512	29,451
2011 Revenue Bonds	3,455,206	-	47,116	3,408,090	48,660
Compensated Absences	<u>6,013</u>	<u>18,210</u>	<u>14,314</u>	<u>9,909</u>	<u>5,470</u>
Total	<u>\$ 4,865,004</u>	<u>\$ 18,210</u>	<u>\$ 104,703</u>	<u>\$ 4,778,511</u>	<u>\$ 98,581</u>

During 1995, the Town issued \$700,000 General Obligation Bonds to finance the acquisition of water rights and the construction of improvements to the water system. The bonds were purchased by the United States Department of Agriculture (USDA), allowing the Town to obtain favorable interest rates, and payments are made directly to the USDA. Interest accrues on the bonds at 4.5% per annum. Interest and principal payments are due semi-annually in May and November, through 2035.

TOWN OF HUDSON, COLORADO

NOTES TO FINANCIAL STATEMENTS

December 31, 2014

NOTE 5: LONG-TERM DEBT (Continued)

Business-Type Activities (Continued)

During 1996, the Town entered into a loan agreement with the Colorado Water Conservation Board in the amount of \$1,270,420 to purchase a portion of the Southern Water Supply Project, a pipeline that carries water from Carter Lake to several Northeastern Colorado communities. The Town is a 0.3% participant in the Southern Water Supply Project. Principal and interest payments of \$46,441 are due annually on January 1, through 2037. Interest accrues at 2% per annum. The loan is payable solely from the water user charges and fees.

For the year ended December 31, 2014, the Water Fund had net revenues of (\$79,001). Interfund transfers of \$84,324 were utilized to pay total debt service of \$84,324. Remaining debt service of the Water Fund at December 31, 2014, was \$1,863,246.

During 2011, the Town issued \$3,545,000 Wastewater Revenue Bonds to finance the construction, operation, repair, and replacement of wastewater facilities and to refinance the outstanding bond anticipation loan. The bonds were purchased by the United States Department of Agriculture (USDA), allowing the Town to obtain favorable interest rates, and payments are made directly to the USDA. Interest accrues on the bonds at 3.25% per annum. Interest and principal payments of \$79,515 are due semi-annually in January and July, through 2051. The bonds are payable solely from all fees and charges for services of the Town's wastewater system after deducting the operation and maintenance expenses as defined in the agreement. For the year ended December 31, 2014, the Wastewater Fund had net revenues of (\$68,470) and debt service was \$159,030. Interfund payments of \$220,000 were utilized to pay the required debt service as scheduled. Remaining debt service at December 31, 2014, was \$5,881,705.

Annual debt service requirements for the outstanding debt at December 31, 2014, were as follows.

<u>Year Ended December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2015	\$ 93,111	\$ 150,189	\$ 243,300
2016	96,093	147,323	243,416
2017	98,941	144,357	243,298
2018	102,054	141,298	243,352
2019	105,235	138,134	243,369
2020 - 2024	577,425	639,369	1,216,794
2025 - 2029	674,121	542,705	1,216,826
2030 - 2034	788,387	428,463	1,216,850
2035 - 2039	665,038	306,752	971,790
2040 - 2044	581,591	213,559	795,150
2045 - 2049	683,318	111,832	795,150
2050 - 2051	<u>303,288</u>	<u>12,368</u>	<u>315,656</u>
Total	<u>\$ 4,768,602</u>	<u>\$ 2,976,349</u>	<u>\$ 7,744,951</u>

TOWN OF HUDSON, COLORADO

NOTES TO FINANCIAL STATEMENTS

December 31, 2014

NOTE 6: RISK MANAGEMENT

Public Entity Risk Pool

The Town is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. For these risks of loss, the Town is a member of the Colorado Intergovernmental Risk Sharing Agency (CIRSA), a separate and independent governmental and legal entity formed by intergovernmental agreement by member municipalities pursuant to the provision of 24-10-115.5, Colorado Revised Statutes, and the Colorado Constitution, Article XIV, Section 18(2).

The purposes of CIRSA are to provide members defined liability, property, and workers compensation coverages and to assist members to prevent and reduce losses and injuries to municipal property and to persons or property which might result in claims being made against members of CIRSA, their employees and officers.

It is the intent of the members of CIRSA to create an entity in perpetuity which will administer and use funds contributed by the members to defend and indemnify, in accordance with the bylaws, any member of CIRSA against stated liability of loss, to the limit of the financial resources of CIRSA. It is also the intent of the members to have CIRSA provide continuing stability and availability of needed coverages at reasonable costs. All income and assets of CIRSA shall be at all times dedicated to the exclusive benefit of its members. CIRSA is a separate legal entity and the Town does not approve budgets nor does it have the ability to significantly affect the operations of CIRSA.

NOTE 7: RETIREMENT COMMITMENTS

Employee Pension Plan

The Town has established a deferred compensation pension plan authorized under Internal Revenue Code Section 457(b) on behalf of all employees. The Town is required to contribute 5% of each employee's compensation to the Plan. Employees are not required to contribute to the Plan. Employees become vested in Town contributions at 20% annually after one year of employment. The contribution requirements of Plan members and the Town are established and may be amended by the Board of Trustees. During the year ended December 31, 2014, the Town contributed \$28,116 to the Plan, equal to the required contributions. All Plan assets are held by the Plan administrator, Great-West Financial.

NOTE 8: COMMITMENTS AND CONTINGENCIES

Tabor Amendment

In November 1992, Colorado voters passed the Tabor Amendment to the Colorado Constitution, Article X, Section 20, which limits state and local government taxing powers and imposes spending limitations. The Tabor Amendment is subject to many interpretations, but the Town believes it is in substantial compliance with the Amendment.

TOWN OF HUDSON, COLORADO

NOTES TO FINANCIAL STATEMENTS

December 31, 2014

NOTE 8: COMMITMENTS AND CONTINGENCIES (Continued)

Tabor Amendment (Continued)

In November of 2009, the citizens of the Town approved a ballot question which authorized the Town to collect, retain, and expend the full proceeds generated by any revenue source of the Town notwithstanding any limitation contained in Article X, Section 20, of the Colorado Constitution and without limiting in any year the amount of other revenues that may be collected and spent by the Town under Article X, Section 20.

The Town has established an emergency reserve representing 3% of qualifying expenditures, as required by the Amendment. At December 31, 2014, the emergency reserve of \$113,000 was reported as restricted fund balance in the General Fund.

Claims and Judgements

The Town participates in a number of federal, state, and local programs that are fully or partially funded by grants received from other governmental entities. Expenses financed by grants are subject to audit by the appropriate grantor government. If expenses are disallowed due to noncompliance with grant program regulations, the Town may be required to reimburse the grantor government. At December 31, 2014, significant amounts of grant expenditures have not been audited but management believes that subsequent audits will not have a material effect on the overall financial position of the Town.

Litigation

The Town is involved in various threatened and pending litigation. The outcome of this litigation cannot be determined at this time. However, management believes the outcome of any litigation will not have a significant effect on the Town's financial position.

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REQUIRED SUPPLEMENTARY INFORMATION

TOWN OF HUDSON, COLORADO

BUDGETARY COMPARISON SCHEDULE
GENERAL FUND

Year Ended December 31, 2014

	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL	VARIANCE Positive (Negative)
REVENUES				
Taxes				
Property Taxes	\$ 493,129	\$ 493,129	\$ 451,090	\$ (42,039)
Specific Ownership Taxes	60,000	60,000	87,346	27,346
Sales and Use Taxes	168,300	168,300	251,726	83,426
Franchise Taxes	70,000	70,000	77,288	7,288
Total Taxes	791,429	791,429	867,450	76,021
Licenses and Permits				
Building Permits	12,000	12,000	40,995	28,995
Transportation Permits	2,500	2,500	400	(2,100)
Other Permits and Licenses	2,125	2,125	2,188	63
Total Licenses and Permits	16,625	16,625	43,583	26,958
Contributions and Donations				
	-	-	639	639
Intergovernmental				
Auto Registration Fees	7,100	7,100	2,094	(5,006)
Highway Users Taxes	69,675	69,675	73,664	3,989
Severance Taxes	32,000	32,000	62,806	30,806
Road and Bridge Fees	19,000	19,000	28,094	9,094
Cigarette Taxes	2,000	2,000	2,510	510
Mineral Lease	14,000	14,000	24,914	10,914
Total Intergovernmental	143,775	143,775	194,082	50,307
Charges for Services				
Development Review Fees	7,775	7,775	16,642	8,867
Other Charges for Services	2,270	2,270	2,653	383
Total Charges for Services	10,045	10,045	19,295	9,250
Court Fines and Forfeitures				
	11,400	11,400	6,528	(4,872)
Investment Income				
	500	500	420	(80)
Other				
	602,000	602,000	5,697	(596,303)
TOTAL REVENUES	1,575,774	1,575,774	1,137,694	(438,080)

(Continued)

See the accompanying Independent Auditors' Report.

TOWN OF HUDSON, COLORADO

BUDGETARY COMPARISON SCHEDULE
GENERAL FUND

Year Ended December 31, 2014

	<u>ORIGINAL BUDGET</u>	<u>FINAL BUDGET</u>	<u>ACTUAL</u>	<u>VARIANCE Positive (Negative)</u>
EXPENDITURES				
Current				
General Government	\$ 494,778	\$ 494,778	\$ 510,680	\$ (15,902)
Public Safety	168,739	168,739	140,424	28,315
Public Works	339,075	339,075	337,849	1,226
Parks and Recreation	102,091	102,091	107,512	(5,421)
Capital Outlay	496,700	496,700	27,578	469,122
Contingency	25,000	25,000	-	25,000
TOTAL EXPENDITURES	<u>1,626,383</u>	<u>1,626,383</u>	<u>1,124,043</u>	<u>502,340</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(50,609)	(50,609)	13,651	64,260
OTHER FINANCING SOURCES (USES)				
Transfers Out	-	(173,617)	(200,000)	(26,383)
NET CHANGE IN FUND BALANCE	(50,609)	(224,226)	(186,349)	37,877
FUND BALANCE, Beginning	1,172,510	1,172,510	1,044,831	(127,679)
FUND BALANCE, Ending	\$ <u>1,121,901</u>	\$ <u>948,284</u>	\$ <u>858,482</u>	\$ <u>(89,802)</u>

See the accompanying Independent Auditors' Report.

TOWN OF HUDSON, COLORADO

BUDGETARY COMPARISON SCHEDULE
HUDSON PUBLIC LIBRARY FUND
 Year Ended December 31, 2014

	ORIGINAL AND FINAL BUDGET	ACTUAL	VARIANCE Positive (Negative)
REVENUES			
Contributions and Donations	\$ -	\$ 3,195	\$ 3,195
Intergovernmental	1,083,991	1,087,402	3,411
Investment Income	4,320	4,779	459
Other	2,595	4,091	1,496
TOTAL REVENUES	<u>1,090,906</u>	<u>1,099,467</u>	<u>8,561</u>
EXPENDITURES			
Library	350,550	204,306	146,244
Capital Outlay	2,717,133	1,108,250	1,608,883
TOTAL EXPENDITURES	<u>3,067,683</u>	<u>1,312,556</u>	<u>1,755,127</u>
NET CHANGE IN FUND BALANCE	(1,976,777)	(213,089)	1,763,688
FUND BALANCE, Beginning	<u>2,908,628</u>	<u>2,920,427</u>	<u>11,799</u>
FUND BALANCE, Ending	<u>\$ 931,851</u>	<u>\$ 2,707,338</u>	<u>\$ 1,775,487</u>

See the accompanying Independent Auditors' Report.

TOWN OF HUDSON, COLORADO

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

December 31, 2014

NOTE 1: STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

Budgets

Budgets are legally adopted for all funds of the Town. Budgets for the governmental funds are adopted on a basis consistent with generally accepted accounting principles (GAAP). Budgetary comparisons for the enterprise funds are presented on a non-GAAP budgetary basis. Capital outlay and debt principal are budgeted as expenditures and depreciation is not budgeted. For the year ended December 31, 2014, a budget was not adopted for the Park Impact Fee Fund, the Facilities Impact Fee Fund, and the Street Impact Fee Fund because the funds had no expenditures.

The Town adheres to the following procedures in establishing the budgetary information reflected in the financial statements:

- Management submits to the Board of Trustees a proposed budget for the fiscal year commencing the following January 1. The budget includes proposed expenditures and the means of financing them.
- Public hearings are conducted by the Board of Trustees to obtain taxpayer comments.
- Prior to December 31, the budget is adopted by formal resolution.
- Expenditures may not legally exceed appropriations at the fund level. Revisions that alter the total expenditures of any fund must be approved by the Board of Trustees.
- All appropriations lapse at the end of each fiscal year.

Legal Compliance

For the year ended December 31, 2014, the Property Tax Special Revenue Fund expenditures exceeded the amounts budgeted by \$18,100. This may be a violation of State statutes.

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SUPPLEMENTARY INFORMATION

TOWN OF HUDSON, COLORADO

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS

December 31, 2014

	SALES TAX CAPITAL IMPROVEMENT	PAVING SALES TAX	CONSERVATION TRUST	PARK IMPACT FEE
ASSETS				
Cash and Investments	\$ 238,101	\$ 794,317	\$ 38,445	\$ 173
Taxes Receivable	15,419	61,674	-	-
TOTAL ASSETS	\$ 253,520	\$ 855,991	\$ 38,445	\$ 173
LIABILITIES				
Accounts Payable	\$ 9,996	\$ 17,686	\$ -	\$ -
TOTAL LIABILITIES	9,996	17,686	-	-
FUND BALANCES				
Restricted for Street Paving and Maintenance	-	838,305	-	-
Restricted for Capital Improvements	243,524	-	-	-
Restricted for Parks	-	-	38,445	-
Committed to Capital Improvements	-	-	-	173
TOTAL FUND BALANCES	243,524	838,305	38,445	173
TOTAL LIABILITIES AND FUND BALANCES	\$ 253,520	\$ 855,991	\$ 38,445	\$ 173

See the accompanying Independent Auditors' Report.

<u>FACILITIES IMPACT FEE</u>	<u>STREET IMPACT FEE</u>	<u>TOTALS</u>
\$ 3,376	\$ 35,013	\$ 1,109,425
-	-	77,093
<u>\$ 3,376</u>	<u>\$ 35,013</u>	<u>\$ 1,186,518</u>
\$ -	\$ -	\$ 27,682
-	-	27,682
-	-	838,305
-	-	243,524
-	-	38,445
<u>3,376</u>	<u>35,013</u>	<u>38,562</u>
<u>3,376</u>	<u>35,013</u>	<u>1,158,836</u>
<u>\$ 3,376</u>	<u>\$ 35,013</u>	<u>\$ 1,186,518</u>

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TOWN OF HUDSON, COLORADO

COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
 Year Ended December 31, 2014

	SALES TAX CAPITAL IMPROVEMENT	PAVING SALES TAX	CONSERVATION TRUST	PARK IMPACT FEE
REVENUES				
Taxes	\$ 80,668	\$ 323,356	\$ -	\$ -
Intergovernmental	-	-	24,776	-
Investment Income	184	627	46	-
TOTAL REVENUES	80,852	323,983	24,822	-
EXPENDITURES				
Current				
Public Works	-	18,184	-	-
Capital Outlay	90,483	-	15,000	-
Debt Service				
Principal	-	25,000	-	-
Interest and Fiscal Charges	-	95,781	-	-
TOTAL EXPENDITURES	90,483	138,965	15,000	-
NET CHANGE IN FUND BALANCES	(9,631)	185,018	9,822	-
FUND BALANCES, Beginning	253,155	653,287	28,623	173
FUND BALANCES, Ending	\$ 243,524	\$ 838,305	\$ 38,445	\$ 173

See the accompanying Independent Auditors' Report.

FACILITIES IMPACT FEE	STREET IMPACT FEE	TOTALS
\$ -	\$ -	\$ 404,024
-	-	24,776
<u>3</u>	<u>30</u>	<u>890</u>
<u>3</u>	<u>30</u>	<u>429,690</u>
-	-	18,184
-	-	105,483
-	-	25,000
<u>-</u>	<u>-</u>	<u>95,781</u>
<u>-</u>	<u>-</u>	<u>244,448</u>
3	30	185,242
<u>3,373</u>	<u>34,983</u>	<u>973,594</u>
\$ <u>3,376</u>	\$ <u>35,013</u>	\$ <u>1,158,836</u>

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TOWN OF HUDSON, COLORADO

BUDGETARY COMPARISON SCHEDULE
PROPERTY TAX SPECIAL REVENUE FUND
 Year Ended December 31, 2014

	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL	VARIANCE Positive (Negative)
REVENUES				
Property Taxes	\$ 547,854	\$ 547,854	\$ 500,980	\$ (46,874)
Contributions	-	-	34,617	34,617
Investment Income	150	150	260	110
TOTAL REVENUES	<u>548,004</u>	<u>548,004</u>	<u>535,857</u>	<u>(12,147)</u>
EXPENDITURES				
General Government	5,507	5,507	5,024	483
Capital Outlay	339,397	713,619	732,202	(18,583)
Debt Service				
Principal	20,000	20,000	20,000	-
Interest and Fiscal Charges	106,550	106,550	106,550	-
TOTAL EXPENDITURES	<u>471,454</u>	<u>845,676</u>	<u>863,776</u>	<u>(18,100)</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	76,550	(297,672)	(327,919)	(30,247)
OTHER FINANCING SOURCES (USES)				
Transfers Out	(104,324)	(104,324)	(104,324)	-
NET CHANGE IN FUND BALANCE	(27,774)	(401,996)	(432,243)	(30,247)
FUND BALANCE, Beginning	<u>517,774</u>	<u>517,774</u>	<u>520,341</u>	<u>2,567</u>
FUND BALANCE, Ending	\$ 490,000	\$ 115,778	\$ 88,098	\$ (27,680)

See the accompanying Independent Auditors' Report.

TOWN OF HUDSON, COLORADO

BUDGETARY COMPARISON SCHEDULE

CAPITAL RESERVE FUND

Year Ended December 31, 2014

	ORIGINAL AND FINAL BUDGET	ACTUAL	VARIANCE Positive (Negative)
REVENUES			
Use Taxes	\$ 62,000	\$ 4,799	\$ (57,201)
Intergovernmental	797,500	547,687	(249,813)
Investment Income	500	290	(210)
TOTAL REVENUES	<u>860,000</u>	<u>552,776</u>	<u>(307,224)</u>
EXPENDITURES			
Public Works	56,700	28,238	28,462
Capital Outlay	1,001,500	493,418	508,082
TOTAL EXPENDITURES	<u>1,058,200</u>	<u>521,656</u>	<u>536,544</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(198,200)	31,120	229,320
OTHER FINANCING SOURCES			
Transfers In	-	200,000	200,000
NET CHANGE IN FUND BALANCE	(198,200)	231,120	429,320
FUND BALANCES, Beginning	207,507	228,291	20,784
FUND BALANCES, Ending	<u>\$ 9,307</u>	<u>\$ 459,411</u>	<u>\$ 450,104</u>

See the accompanying Independent Auditors' Report.

TOWN OF HUDSON, COLORADO

BUDGETARY COMPARISON SCHEDULE
SALES TAX CAPITAL IMPROVEMENT FUND
 Year Ended December 31, 2014

	ORIGINAL AND FINAL BUDGET	ACTUAL	VARIANCE Positive (Negative)
REVENUES			
Sales Taxes	\$ -	\$ 80,668	\$ 80,668
Investment Income	50	184	134
 TOTAL REVENUES	 50	 80,852	 80,802
EXPENDITURES			
Capital Outlay	226,358	90,483	135,875
 TOTAL EXPENDITURES	 226,358	 90,483	 135,875
 NET CHANGE IN FUND BALANCE	 (226,308)	 (9,631)	 216,677
FUND BALANCE, Beginning	226,308	253,155	26,847
FUND BALANCE, Ending	\$ -	\$ 243,524	\$ 243,524

See the accompanying Independent Auditors' Report.

TOWN OF HUDSON, COLORADO

BUDGETARY COMPARISON SCHEDULE
PAVING SALES TAX FUND
 Year Ended December 31, 2014

	<u>ORIGINAL BUDGET</u>	<u>FINAL BUDGET</u>	<u>ACTUAL</u>	<u>VARIANCE Positive (Negative)</u>
REVENUES				
Sales and Use Taxes	\$ 221,000	\$ 221,000	\$ 323,356	\$ 102,356
Investment Income	200	200	627	427
TOTAL REVENUES	<u>221,200</u>	<u>221,200</u>	<u>323,983</u>	<u>102,783</u>
EXPENDITURES				
Public Works	26,000	34,219	18,184	16,035
Debt Service				
Principal	25,000	25,000	25,000	-
Interest and Fiscal Charges	95,781	95,781	95,781	-
TOTAL EXPENDITURES	<u>146,781</u>	<u>155,000</u>	<u>138,965</u>	<u>16,035</u>
NET CHANGE IN FUND BALANCE	<u>74,419</u>	<u>66,200</u>	<u>185,018</u>	<u>118,818</u>
FUND BALANCE, Beginning	632,179	632,179	653,287	21,108
FUND BALANCE, Ending	<u>\$ 706,598</u>	<u>\$ 698,379</u>	<u>\$ 838,305</u>	<u>\$ 139,926</u>

See the accompanying Independent Auditors' Report.

TOWN OF HUDSON, COLORADO

BUDGETARY COMPARISON SCHEDULE
CONSERVATION TRUST FUND
 Year Ended December 31, 2014

	ORIGINAL AND FINAL BUDGET	ACTUAL	VARIANCE Positive (Negative)
REVENUES			
Intergovernmental	\$ 17,900	\$ 24,776	\$ 6,876
Investment Income	20	46	26
TOTAL REVENUES	17,920	24,822	6,902
EXPENDITURES			
Capital Outlay	28,078	15,000	13,078
TOTAL EXPENDITURES	28,078	15,000	13,078
NET CHANGE IN FUND BALANCE	(10,158)	9,822	19,980
FUND BALANCE, Beginning	22,356	28,623	6,267
FUND BALANCE, Ending	\$ 12,198	\$ 38,445	\$ 26,247

See the accompanying Independent Auditors' Report.

TOWN OF HUDSON, COLORADO

BUDGETARY COMPARISON SCHEDULE

WATER FUND

Year Ended December 31, 2014

	ORIGINAL AND FINAL BUDGET	ACTUAL	VARIANCE Positive (Negative)
REVENUES			
Charges for Services	\$ 352,900	\$ 383,191	\$ 30,291
Investment Income	850	721	(129)
Transfers In	84,324	84,324	-
TOTAL REVENUES	438,074	468,236	30,162
EXPENDITURES			
Operations and Maintenance	424,629	381,278	43,351
Administration	122,692	81,635	41,057
Water Acquisition	6,000	-	6,000
Capital Outlay	49,500	12,037	37,463
Debt Principal	43,273	43,273	-
Debt Interest and Fiscal Charges	41,051	40,365	686
Contingency	25,000	-	25,000
TOTAL EXPENDITURES	712,145	558,588	153,557
CHANGE IN NET POSITION, Budgetary Basis	\$ (274,071)	(90,352)	\$ 183,719
ADJUSTMENTS TO GAAP BASIS			
Depreciation		(167,769)	
Capital Outlay		12,037	
Debt Principal		43,273	
CHANGE IN NET POSITION, GAAP Basis		\$ (202,811)	

See the accompanying Independent Auditors' Report.

TOWN OF HUDSON, COLORADO

BUDGETARY COMPARISON SCHEDULE
WASTEWATER FUND

Year Ended December 31, 2014

	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL	VARIANCE Positive (Negative)
REVENUES				
Charges for Services	\$ 335,096	\$ 335,096	\$ 390,091	\$ 54,995
Interfund Loan Repayment	400,000	400,000	200,000	(200,000)
Other	-	-	1,201	1,201
Investment Income	225	225	429	204
Treatment Plant Settlement	-	-	92,500	92,500
Transfers In	20,000	20,000	20,000	-
TOTAL REVENUES	755,321	755,321	704,221	(51,100)
EXPENDITURES				
Operations and Maintenance	294,755	294,755	337,591	(42,836)
Administration	84,352	84,352	122,600	(38,248)
Capital Outlay	175,364	236,863	129,673	45,691
Debt Principal	47,116	47,116	47,116	-
Debt Interest and Fiscal Charges	111,914	111,914	111,148	766
Contingency	25,000	25,000	-	25,000
TOTAL EXPENDITURES	738,501	800,000	748,128	51,872
CHANGE IN NET POSITION, Budgetary Basis	\$ 16,820	\$ (44,679)	(43,907)	\$ 772
ADJUSTMENTS TO GAAP BASIS				
Depreciation			(229,365)	
Capital Outlay			129,673	
Debt Principal			47,116	
Interfund Loan Payments			(200,000)	
CHANGE IN NET POSITION, GAAP Basis			\$ (296,483)	

See the accompanying Independent Auditors' Report.

DRAFT

COMPLIANCE SECTION

The public report burden for this information collection is estimated to average 380 hours annually.

LOCAL HIGHWAY FINANCE REPORT		City or County:	Town of Hudson
		YEAR ENDING :	December 2014
This Information From The Records Of Town of Hudson:		Prepared By:	Linnette Barker
		Phone:	303-536-9311

I. DISPOSITION OF HIGHWAY-USER REVENUES AVAILABLE FOR LOCAL GOVERNMENT EXPENDITURE

ITEM	A. Local Motor-Fuel Taxes	B. Local Motor-Vehicle Taxes	C. Receipts from State Highway-User Taxes	D. Receipts from Federal Highway Administration
1. Total receipts available				
2. Minus amount used for collection expenses				
3. Minus amount used for nonhighway purposes				
4. Minus amount used for mass transit				
5. Remainder used for highway purposes				

II. RECEIPTS FOR ROAD AND STREET PURPOSES

III. DISBURSEMENTS FOR ROAD AND STREET PURPOSES

II. RECEIPTS FOR ROAD AND STREET PURPOSES		III. DISBURSEMENTS FOR ROAD AND STREET PURPOSES	
ITEM	AMOUNT	ITEM	AMOUNT
A. Receipts from local sources:		A. Local highway disbursements:	
1. Local highway-user taxes		1. Capital outlay (from page 2)	1,074,864
a. Motor Fuel (from Item I.A.5.)		2. Maintenance:	270,817
b. Motor Vehicle (from Item I.B.5.)		3. Road and street services:	
c. Total (a.+b.)		a. Traffic control operations	9,175
2. General fund appropriations	1,046,039	b. Snow and ice removal	
3. Other local imposts (from page 2)	87,346	c. Other	
4. Miscellaneous local receipts (from page 2)	0	d. Total (a. through c.)	9,175
5. Transfers from toll facilities		4. General administration & miscellaneous	
6. Proceeds of sale of bonds and notes:		5. Highway law enforcement and safety	124,090
a. Bonds - Original Issues		6. Total (1 through 5)	1,478,946
b. Bonds - Refunding Issues		B. Debt service on local obligations:	
c. Notes		1. Bonds:	
d. Total (a. + b. + c.)	0	a. Interest	202,331
7. Total (1 through 6)	1,133,385	b. Redemption	45,000
B. Private Contributions		c. Total (a. + b.)	247,331
C. Receipts from State government (from page 2)	592,892	2. Notes:	
D. Receipts from Federal Government (from page 2)	0	a. Interest	
E. Total receipts (A.7 + B + C + D)	1,726,277	b. Redemption	
		c. Total (a. + b.)	0
		3. Total (1.c + 2.c)	247,331
		C. Payments to State for highways	
		D. Payments to toll facilities	
		E. Total disbursements (A.6 + B.3 + C + D)	
			1,726,277

IV. LOCAL HIGHWAY DEBT STATUS

(Show all entries at par)

	Opening Debt	Amount Issued	Redemptions	Closing Debt
A. Bonds (Total)	3,260,000		45,000	3,215,000
1. Bonds (Refunding Portion)				
B. Notes (Total)				0

V. LOCAL ROAD AND STREET FUND BALANCE

	A. Beginning Balance	B. Total Receipts	C. Total Disbursements	D. Ending Balance	E. Reconciliation
		1,726,277	1,726,277		(0)

Notes and Comments:

LOCAL HIGHWAY FINANCE REPORT

STATE:
Colorado
YEAR ENDING (mm/yy):
December 2014

II. RECEIPTS FOR ROAD AND STREET PURPOSES - DETAIL

ITEM	AMOUNT	ITEM	AMOUNT
A.3. Other local imposts:		A.4. Miscellaneous local receipts:	
a. Property Taxes and Assessments		a. Interest on investments	
b. Other local imposts:		b. Traffic Fines & Penalties	
1. Sales Taxes		c. Parking Garage Fees	
2. Infrastructure & Impact Fees		d. Parking Meter Fees	
3. Liens		e. Sale of Surplus Property	
4. Licenses		f. Charges for Services	
5. Specific Ownership &/or Other	87,346	g. Other Misc. Receipts	
6. Total (1. through 5.)	87,346	h. Other	
c. Total (a. + b.)	87,346	i. Total (a. through h.)	0
	(Carry forward to page 1)		(Carry forward to page 1)

ITEM	AMOUNT	ITEM	AMOUNT
C. Receipts from State Government		D. Receipts from Federal Government	
1. Highway-user taxes	73,664	1. FHWA (from Item I.D.5.)	
2. State general funds		2. Other Federal agencies:	
3. Other State funds:		a. Forest Service	
a. State bond proceeds		b. FEMA	
b. Project Match		c. HUD	
c. Motor Vehicle Registrations	10,507	d. Federal Transit Admin	
d. Other (Specify) - DOLA Grant	350,000	e. U.S. Corps of Engineers	
e. Other (Specify) CDOT & Weld C	158,721	f. Other Federal	
f. Total (a. through e.)	519,228	g. Total (a. through f.)	0
4. Total (1. + 2. + 3.f)	592,892	3. Total (1. + 2.g)	
			(Carry forward to page 1)

III. DISBURSEMENTS FOR ROAD AND STREET PURPOSES - DETAIL

	ON NATIONAL HIGHWAY SYSTEM (a)	OFF NATIONAL HIGHWAY SYSTEM (b)	TOTAL (c)
A.1. Capital outlay:			
a. Right-Of-Way Costs			0
b. Engineering Costs		21,367	21,367
c. Construction:			
(1). New Facilities		1,053,497	1,053,497
(2). Capacity Improvements			
(3). System Preservation			0
(4). System Enhancement & Operation			0
(5). Total Construction (1) + (2) + (3) + (4)	0	1,053,497	1,053,497
d. Total Capital Outlay (Lines 1.a. + 1.b. + 1.c.5)	0	1,074,864	1,074,864
			(Carry forward to page 1)

Notes and Comments:

June 15, 2015

Honorable Mayor and Board of Trustees
Town of Hudson
Hudson, Colorado

We have audited the financial statements of the Town of Hudson (the "Town") as of and for the year ended December 31, 2014, and have issued our report thereon dated June 15, 2015. Professional standards require that we provide you with the following information related to our audit.

Our Responsibility under Generally Accepted Auditing Standards

As communicated in our engagement letter, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we did not perform a detailed examination of all transactions, there is a risk that material misstatements due to error or fraud may exist and not be detected by us, even though the audit is properly planned and performed. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or regulations that do not have a direct and material effect on the financial statements.

As part of our audit, we considered the Town's internal control over financial reporting and compliance as a basis for designing our audit procedures, but not for the purpose of expressing an opinion on the effectiveness of the internal control or on compliance.

We are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.

With respect to the supplementary information accompanying the financial statements, we performed procedures to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing the information has not changed from the prior year, and the information is appropriate and complete in relation to our audit of the financial statements.

Significant Accounting Policies

Management is responsible for the selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application. No new accounting policies were adopted and the application of existing policies was not changed during the year. We noted no transactions the Town entered into during the year for which there is a lack of authoritative guidance or consensus.

Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. We evaluated the key factors and assumptions used to develop the significant estimates in determining that they are reasonable in relation to the financial statements as a whole.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. A listing of uncorrected misstatements was provided to management, and management has determined that the effects of the uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements as a whole.

We identified misstatements as a result of our audit procedures which were corrected by management. These misstatements resulted from nonroutine transactions related to capital projects. In our opinion, none of the misstatements detected as a result of our audit procedures, whether corrected or uncorrected by management, indicate a material weakness in the Town's financial reporting process.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

Difficulties Encountered in Performing the Audit

We encountered no difficulties dealing with management during the audit process. We have requested certain representations from management that are included in the management representation letter.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves the application of an accounting principle to the Town's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to contact us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Town's auditors. However, these discussions occurred in the normal course of our professional relationship and the responses were not a condition to our retention.

Other Information

Debt Compliance

As we have mentioned previously, the Town has debt agreements that contain certain covenants. The Water and Wastewater Funds are not generating revenues sufficient to comply with the pledged revenue coverages in the agreements. We recommend that the Town continue to monitor compliance with the debt covenants, and determine the actions necessary to comply in the future.

Segregation of Duties

Town employees continue to perform certain accounting functions without the involvement of a second person, including payables and payroll, which increases the risk of errors and fraud. Although complete segregation of duties may not be practical for the Town because of limited staff, the Town should continue to evaluate and strengthen its internal controls where possible.

Fund Structure

The Town maintains separate funds for three impact fees with minimal activity. To simplify the accounting, we recommend that the Town consider combining these funds, or merging them into an existing fund.

Capital Assets

The Town previously lost its capital asset records, resulting in incomplete records in some cases. Specifically, it appears that the Town may own land that has not been listed on the capital asset records. We recommend that Town continue to improve the capital asset records as new information is obtained. In addition, the Town should attempt to identify the land it owns to safeguard and more accurately report its capital assets.

Conclusion

We would like to thank Joe Racine, Linnette Barker, Lorraine Trotter, and the Town staff for their assistance during the audit process.

This report is intended solely for the information and use of the Board of Trustees and management of the Town of Hudson, and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Swanhorst & Company LLC

MEMORANDUM

3.b.
3.c.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: July 15, 2015
Subject: Application for appointment to Planning Commission, Jennifer Root

Attachments

Jennifer Root has applied for appointment to a vacancy on the Planning Commission. A copy of her application is attached. The appointment would fill the remainder of a vacant term for the period from the date of the appointing resolution until December 31, 2018. Ms. Root was at the June 8th Planning Commission meeting and met the Commissioners.

The two agenda items are for the interview and, should the Board wish to proceed with the appointment, the appointing Resolution No. 15-19.



TOWN OF HUDSON

557 ASH STREET, P.O. BOX 351
HUDSON, CO 80642-0351
Phone: 303-536-9311 FAX: 303-536-4753
www.hudsoncolorado.org

Application for: Board of Trustees Planning Commission Board of Adjustment
Please check the box of the position you are applying for.

First Name Jennifer

Middle Name Lynne

Last Name Root

Street Address 33 Beech St.

Home Phone _____

Work Phone Cell. 720-245-0232 Work 303-654-1600

E-Mail Address jennroot10@gmail.com

Occupation Server

Employer _____

Qualifications for Board of Trustees Position:

1. U.S. Citizen
2. At least 18 years of age
3. Resident of Hudson at least 12 consecutive months
4. Registered elector
5. Must maintain residence throughout the term of the appointment

Length of Residency: 5 (Years) 5 (Months)

Please list any specialized business skill or education:

Please list any civic activities:

involved with grassroots politics 20+

years ago.

Are you familiar with any ordinances or master plans relating to the particular board for which you are applying? Some

Are you related to any employee, appointed or elected official of the Town of Hudson Government? No

Do you have any personal conflicts with the meeting schedule? No

RESOLUTION NO.

15-19

TITLE: A RESOLUTION APPOINTING JENNIFER ROOT TO THE HUDSON PLANNING COMMISSION FOR THE REMAINDER OF A FOUR-YEAR TERM

WHEREAS, the Board of Trustees of the Town of Hudson, Colorado, pursuant to Section 16-30, subsection (b)(2) of the Hudson Municipal Code, appoint citizens to serve four year terms on the Hudson Planning Commission; and

WHEREAS, there exists a vacant position on the Planning Commission; and

WHEREAS, the Hudson Board of Trustees finds that it is in the public interest to appoint Jennifer Root to the Planning Commission; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Hudson, Colorado that Jennifer Root is hereby appointed to complete the four year term on the Planning Commission, expiring December 31, 2018.

INTRODUCED, READ AND ADOPTED THIS 15th day July, 2015.

TOWN OF HUDSON, COLORADO

Raymond Patch, Mayor

SEAL

ATTEST

Linnette Barker, Town Clerk

MEMORANDUM

2.a.
3.d.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: July 15, 2015
Subject: Ordinance No. 15-10, Second Reading, Wireless Telecommunications Facilities

Attachments

Ordinance No. 15-10 is presented for public hearing consideration on second 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. As an amendment to the land development code, hearings at both the Planning Commission and the Town Board are required.

At its meeting of July 8th, the Planning Commission conducted a hearing and voted to recommend that the Board approve the ordinance. There were no public comments at the hearing.

A memo from the Town Attorney was provided to the Board on first reading, explaining the need for the code amendment. 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. Corey Hoffmann will be able to explain the ordinance and to answer questions at the meeting.

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

3.e.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: July 15, 2015
Subject: Ordinance No. 15-11, Second 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 second 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 and to approve the purchase agreement.

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.

Corey Hoffmann has reviewed a draft purchase agreement from the buyer and offered suggestions for a few amendments. Corey's revised draft is attached.

If approval of the Town's amendments by BNSF have not been received by the time of the meeting I will recommend that the matter be tabled till the next meeting.

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

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 10000 W. Southgate Blvd., Suite 311 Denver, CO 80231 303.954.4700 www.cinnabarllc.com</small>	Owner:	Town Of Hudson	<table style="width: 100%; border: none;"> <tr> <td style="border: none;"></td> <td style="border: none;">RR Station</td> <td style="border: none;"></td> <td style="border: none;">Impact Area</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;">BNSF RR Crossing</td> <td style="border: none;"></td> <td style="border: none;">Impacted Parcel</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;">BNSF Milepost</td> <td style="border: none;"></td> <td style="border: none;">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 (+/-)														
<small>* Shapes are irregular and dimensions approximated. To be further defined by survey.</small>			<small>The information displayed on this map was derived from public and private data sources. It is intended for informational purposes only, and may not have been prepared for or be suitable for legal, engineering or surveying purposes.</small>												

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.b.
3.f.

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

Attachments

The attached Ordinance No. 15-12, presented for public hearing and for approval on second 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 second reading after public hearing. If approved, staff will prepare the necessary quit claim deeds.

MEMORANDUM

TO: Town of Hudson Board of Trustees

FROM: Roy Fronczyk, Town Planner

DATE: July 9, 2015

SUBJECT: Willow Brook Village MHP, Street Vacations, Case #15-07 V

ATTACHMENT

I. BACKGROUND:

Mr. Gordon Heaton purchased the former Swarts Mobile Home Park (now Willow Brook Village Mobile Home Park) and during discussion with staff it came to our attention that some of the mobile home pad sites were located in public rights-of-way. The three parcels that are part of this request were originally platted as parts of streets and alleys in the Original Hudson Townsite Plat of 1907 and are now occupied by mobile homes.

II. REQUEST:

The request to vacate three parcels of land are located between Grape Street, Third Avenue and Hudson Drive. Two of the parcels are triangular shaped tracts: one at the point where Grape Street and Hudson Drive intersect and the second at the intersection of 3rd Avenue and Hudson Drive. The third parcel is the alley between Grape Street and Hudson Drive, south of 3rd Avenue. The total amount of land vacated is 8,347 square feet or less than 0.2 of an acre. The attached map shows the location of the proposed vacated right-of-way. Specific legal descriptions of each proposed vacated parcel is located on the recordable vacation plat map prepared by the applicant.

III. FINDINGS and CONCLUSIONS

The Town of Hudson has not required access from these parcels for public services and has no need for the rights-of-way that are proposed to be vacated. The vacated parcels would revert to the Willow Brook Village Mobile Home Park as the adjacent property owner.

Staff supports this request as part of the on-going effort to “clean-up” platting irregularities in various parts of town.

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:

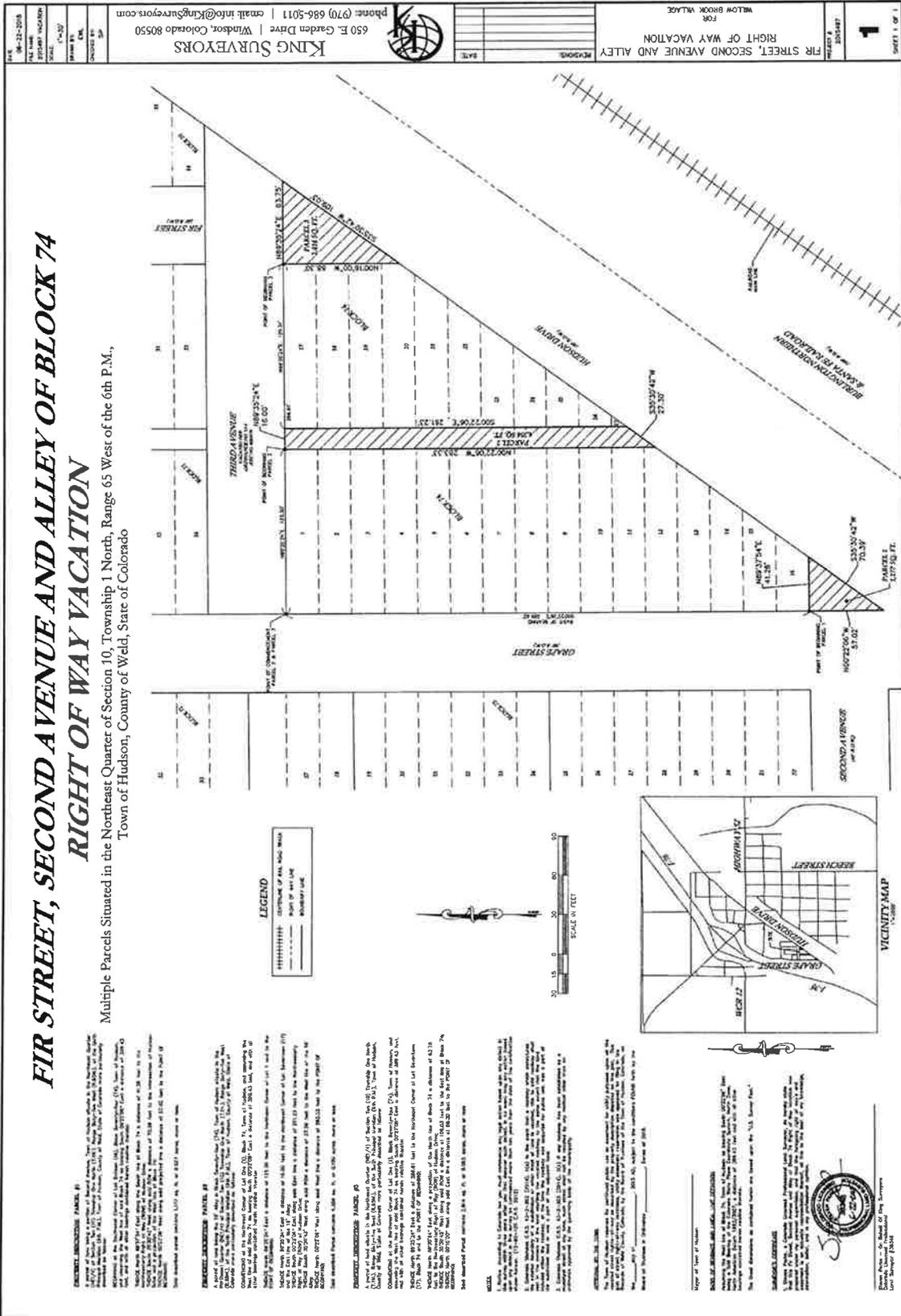
THENCE North 89°35'24" East along a projection of the North line of Block 74 a distance of 63.75 feet to the Northwesterly Right of Way (ROW) of Hudson Drive;

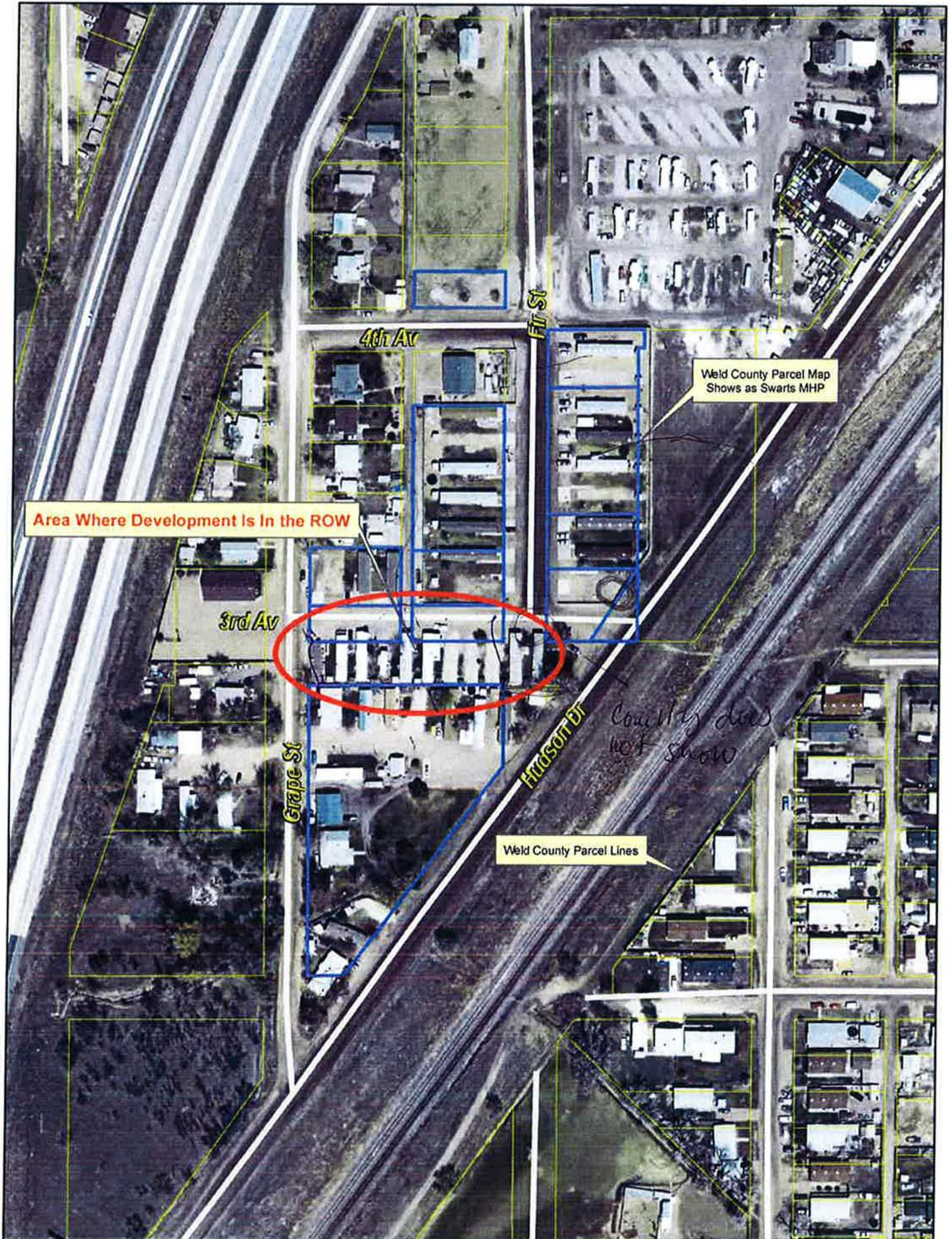
THENCE South 35°30'42" West along said ROW a distance of 109.03 feet to the East line of Block 74;

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.

Exhibit B - FIR STREET, SECOND AVENUE, AND ALLEY OF BLOCK 74 RIGHT OF WAY VACATION





Area Where Development Is In the ROW

Weld County Parcel Map Shows as Swarts MHP

Weld County Parcel Lines

County does not show

3rd Av

4th Av

Fir St

Grape St

Hudson Dr

MEMORANDUM

3.g.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: July 15, 2015
Subject: Ordinance No. 15-13, Public Hearing, Emergency, Home Rule Charter Commission election

Attachment

For several months the Board has discussed the concept of home rule and the pros and cons of considering a home rule charter. The process of considering home rule involves drafting of a charter by an elected commission, and consideration of the charter in an election. The attached Ordinance No. 15-13, presented for consideration as an “emergency” ordinance, begins the process. The ordinance does the following:

1. Initiates the home rule process.
2. Sets November 3, 2015 as the date of an election to determine if a charter commission should be formed, and for electing nine commission members.
3. Sets a mail ballot election.
4. Provides the language for the ballot question.
5. Provides for adoption of an emergency ordinance.

The “emergency” nature of the ordinance is due to the need to set a series of events on a calendar, leading up to the election. If the ordinance is not effective immediately, then the process would be delayed. Emergency ordinances are adopted in a single reading, and they become effectively upon adoption rather than after the usual 30 days from publication date. This is a very rarely used process in Hudson, and is appropriate if there is a clear public interest at stake.

With adoption of the ordinance as proposed, staff can begin the process of administering the nomination and election process.

ORDINANCE NO.

15-13

Series of 2015

TITLE: AN EMERGENCY ORDINANCE INITIATING THE PROCEEDINGS TO ADOPT A HOME RULE CHARTER FOR THE TOWN OF HUDSON AND CALLING A SPECIAL ELECTION FOR TUESDAY NOVEMBER 3, 2015

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

Section 1. Proceedings to adopt a home rule charter pursuant to C.R.S. § 31-2-201, *et seq.*, are hereby initiated by the adoption of this Ordinance pursuant to C.R.S. § 31-2-204(1)(b).

Section 2. There shall be a special election held on Tuesday, November 3, 2015, to submit to the eligible electors of the Town of Hudson the question of whether to form a home rule charter commission, and, if the charter commission is so formed, to elect persons to serve on that charter commission to frame a home rule charter for the Town of Hudson. The election is called pursuant to C.R.S. § 31-2-204(2).

Section 3. The special election shall be conducted as a coordinated mail ballot election.

Section 4. Pursuant to C.R.S. § 31-2-206(1)(a), the Town shall elect nine (9) members to serve on the charter commission, and all eligible electors of the Town are eligible to serve on the committee. Candidates for the charter commission shall be nominated by filing a nomination petition with the Town Clerk, as required by C.R.S. § 32-2-204(3). Nomination petitions shall be filed with the Town Clerk within thirty (30) days after publication of the first election notice, as described in Section 5., below.

Section 5. The Town Clerk is hereby directed to first publish notice of the election not less than sixty (60) days prior to the election, or not later than September 2, 2015, as is required by C.R.S. § 31-2-204(2), and again as soon as possible after the filing of nomination petitions, which second publication shall include the names of the candidates for the charter commission, as is required by C.R.S. § 31-2-204(3).

Section 6. The following ballot question shall be submitted to the registered electors of the Town of Hudson at the special election of November 3, 2015:

Question No. 1

**SHALL THE TOWN OF HUDSON FORM A HOME RULE
CHARTER COMMISSION FOR THE PURPOSE OF
DRAFTING A HOME RULE CHARTER?**

YES ___

NO ___

Section 7. 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 immediate 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 8. Emergency Clause. The Board of Trustees hereby finds, determines and declares that this Ordinance is necessary for the immediate preservation of the health, safety and welfare of the Town of Hudson pursuant to C.R.S. § 31-15-106, and that the calling of a special election to coordinate with Weld County justifies passage of this ordinance as an emergency ordinance.

Section 9. 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 10. Effective Date. This Ordinance shall take effect as an emergency measure immediately upon its adoption.

INTRODUCED, READ IN FULL, ADOPTED AS AN EMERGENCY AND ORDERED
PUBLISHED ONCE IN FULL this ____ day of _____, 2015.

TOWN OF HUDSON, COLORADO

Raymond Patch, Mayor

ATTEST:

Linnette Barker, CMC, Town Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, Town Attorney

MEMORANDUM

3.h.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: July 15, 2015
Subject: Wu property, site plan and waiver

Attachments

Attached is the report to the Planning Commission from Town Planner, Roy Fronczyk, regarding a site plan application we received from Rock & Company, the tenant on the Wu property at 450 Date Street. The owner of the property leased it to Rock for storage of industrial equipment in violation of the permitted uses in the C-1 zoning district.

Approval of this case would require two actions by the Board: approval of the site plan; and approval of a "waiver" of the restriction on the specific use of the property for storage of vehicles and equipment. Site plans are a requirement of the land development code for all industrial, commercial and multi-family development. They deal primarily with the overall site, including buildings, building architecture, landscaping, parking, drainage, lighting, traffic access and circulation, etc. The proposal is fairly straight forward, with no new buildings proposed, and none of the existing buildings being proposed for occupancy by people. The tenant does not proposed to use any town utilities during the three year term of his lease.

A waiver is a determination by the Board that specific provisions of the land development code does not apply in a specific case. Section 16-10 (a) of the land development code states:

(a) The board of trustees may authorize waivers from the provisions of this chapter. Waivers may be granted for the purpose of encouraging flexibility and variety in land development. The board of trustees will not look favorably on waiver requests for self-inflicted hardships. Waivers may be granted if it is deemed by the board of trustees to be in the public interest and does not impair the intent and purposes of this chapter. The conditions of any waiver authorized shall be stated in writing by the board of trustees with the justifications set forth.

Since occupying the site the tenant has captured and transported to the Humane Society more than a dozen feral cats, screened the fence, cleared weeds, and otherwise maintained the site. Having the property occupied by a tenant who takes care of the property is preferable to the condition of the site when it was vacant.

The Planning Commission recommended approval of the waiver as described, and approval of the site plan with the following five conditions:

1. Occupancy of the existing structures on the property be limited to storage of materials and equipment and no human related activities such as office or manufacturing be

MEMORANDUM

July 15, 2015

Page 2 of 2

- permitted within the existing buildings.
2. The storage yard be screened with an opaque fence not less than 6' in height. Security fence and covering surrounding the property be kept in good condition and that rips, tears or deterioration be repaired in a timely manner.
 3. No advertising or identification signs or exterior lighting will be provided on the site. Any on-site lighting be directed in such a way as to avoid glare onto surrounding properties.
 4. Any activity involving relocation or moving of equipment or supplies be limited to normal business hours of between 7:00 A.M. and 6:00 P.M., Monday thru Saturday.
 5. Any on-street activity associated with the operation, such as parking or temporary storage be limited to the above business hours and no overnight parking be permitted.

The site plan as submitted is attached. It is very simple and should be required to be edited to include a signature block, the list of conditions from the Planning Commission, and a specific note related to the three year duration of the site plan approval. The site plan should not be effective until the required properly drawn and signed plan is submitted and recorded with the County Clerk.

I recommend that the waiver be granted for a period of not to exceed three years to permit the existing use of the site for industrial outdoor and indoor storage. I further recommend that the site plan be approved with the conditions as outlined in above.



MEMORANDUM

TO: Town of Hudson Planning Commission
FROM: Roy Fronczyk
DATE: July 2, 2015
SUBJECT: Public Meeting, Rock & Co./Wu Property Site Plan, Case #15-08

ATTACHMENTS

I. BACKGROUND

The Wu Property, located at the northeast corner of Main and Date Streets, whose address is 540 Date Street was annexed and zoned C-1 into the Town in 2008. Since the annexation there have been numerous instances whereby potential owners and renters of the property have contacted the Town concerning development regulations only to find that their proposed use is not permitted in the C-1 Zoning District or by the annexation agreement. Furthermore the active use of the existing buildings on the property would require extensive rehabilitation to meet building code requirements.

The property owner and property representatives have frequently offered the property for sale and/or lease. The request before the Planning Commission resulted from the current lessee who moved onto the property without knowledge of the regulations. The lessee, Rock & Co., was notified of the violations of use of the property and asked to submit a Site Plan in lieu of being cited for code violations. They have put forth the attached application that basically describes how the property is currently being used.

II. REQUEST:

The proposal for the property is for outdoor storage of construction related equipment, vehicles, materials and supplies and the existing buildings are used for storage of smaller construction related items including tools, materials, parts fluids and smaller equipment.

The Town requested that the applicant provide a narrative description of the key elements describing the use of the property. The statement provided by the applicant is attached.

III. EXISTING CONDITIONS:

The property contains 0.73 acres. There are existing homes across Date Street and across the alley to the east (homes that front onto Evergreen Street). There are also residential uses that adjoin the site on the south which is located in Weld County. The north side of the property fronts along Main Street (State Highway 52) and currently serves as the primary access to the property. The change of use of the property may require a CDOT access permit.

There are five buildings shown on the site plan. A few of the structures have been informally examined by the town's building inspector previously. Substantial rehabilitation of the structures would be required before human occupancy could be permitted. One of the buildings on the site has water service and there is no sewer service to the property.

IV. FINDINGS and CONCLUSIONS

The current use of the property as indoor and outdoor storage does not comply with uses by right permitted in the C-1 Zoning District and therefore is in violation of the Land Development Code. Outdoor storage is permitted in the I-1 Zoning District as a Use by Special Review.

Staff views this as a unique situation in which the lessee, Rock & Co., made a substantial investment in moving and relocating equipment and materials onto the site. The applicant has been forthcoming in their effort to comply with the Town's regulations but has found themselves in their current situation. The Town has not received any complaints related to the occupancy of the site by Rock & Co. Therefore, staff recommends that the following conditions apply to the lessee, Rock & Co.:

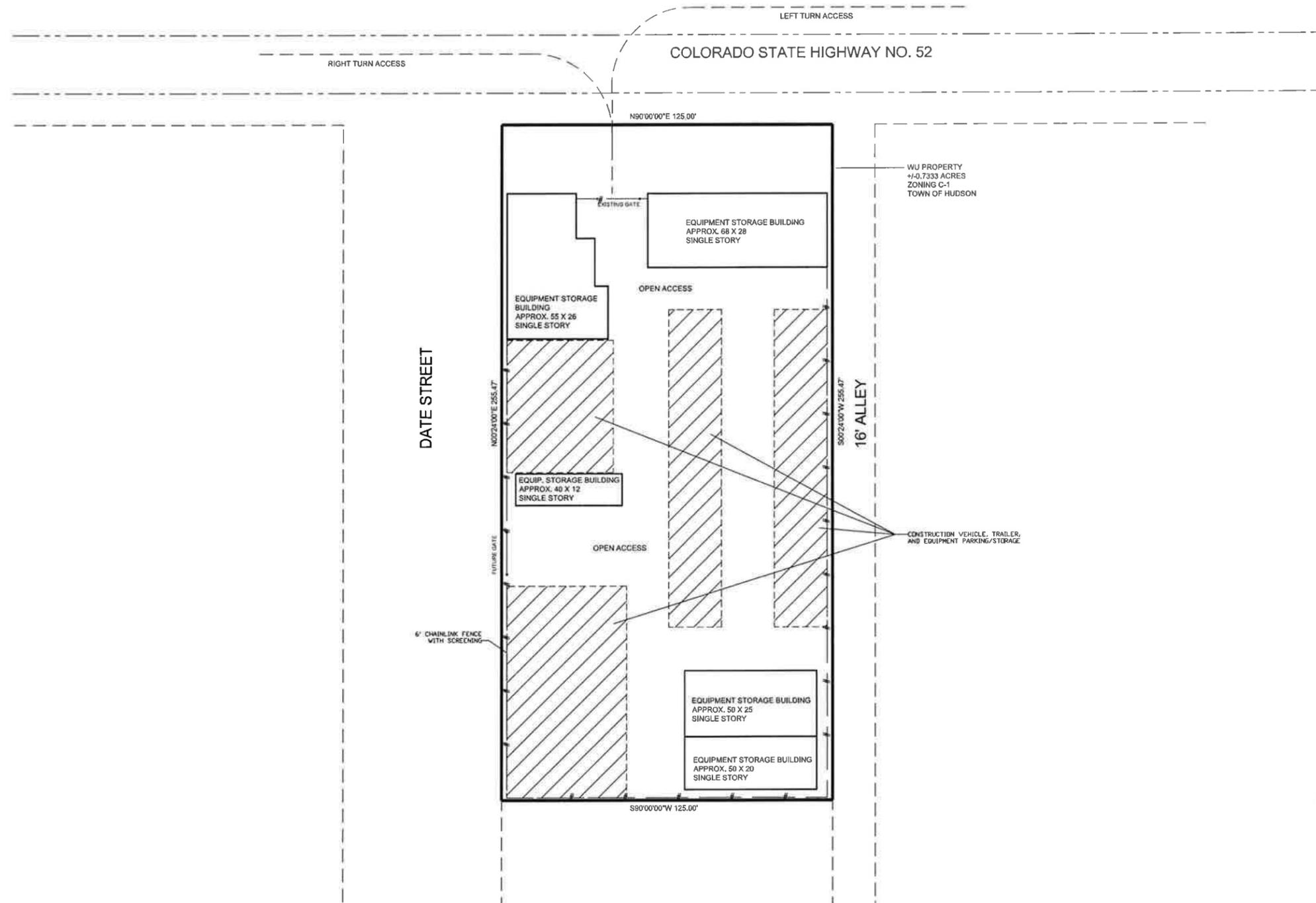
1. Occupancy of the existing structures on the property be limited to storage of materials and equipment and no human related activities such as office or manufacturing be permitted within the existing buildings.
2. The identified access gate be installed on Date Street for emergency purposes and identified as such with signage.
3. The storage yard be screened with an opaque fence not less than 6' in height. Security fence and covering surrounding the property be kept in good condition and that rips, tears or deterioration be repaired in a timely manner.
4. No advertising or identification signs or exterior lighting will be provided on the site. Any on-site lighting be directed in such a way as to avoid glare onto surrounding properties.
5. Any activity involving relocation or moving of equipment or supplies be limited to normal business hours of between 7:00 A.M. and 6:00 P.M., Monday thru Saturday.
6. Any on-street activity associated with the operation, such as parking or temporary storage be limited to the above business hours and no overnight parking be permitted.

The site plan with the above conditions would be in force for the duration of the lease which has been represented as three years. A renewal of the site plan would be required after three years and would be evaluated as to meeting the above conditions and any concerns from the community on the operation of the business.

The Planning Commission could recommend to the Board of Trustees approval of the proposal, approval with conditions or denial of the request, or the Commission may table comment until the next available meeting when additional information is needed and requested by the planning commission.

A recommendation to the Board of Trustees on the Rock & Co. Site Plan should include findings regarding the proposed layout of the property along with location, access and other factors, including any testimony at the public meeting. The recommendation will be forwarded to the Board of Trustees for consideration at the July 15, 2015 meeting.

540 DATE STREET SITE PLAN

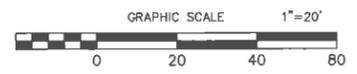


WJ PROPERTY
~10.7333 ACRES
ZONING C-1
TOWN OF HUDSON

LEGEND

- PROPERTY LINE
- EXISTING BUILDING
- FENCE LINE
- ADJACENT PROPERTY
- EXTERIOR STORAGE

540 DATE STREET SITE PLAN



SCALE 1" = 50'
DATE: MAR 20, 2014



DRAWN: SD
CHECK:
CLIENT: WJ/ROCK & CO
JOB NO:

REVISION	DATE

SHEET 1
OF 1

MEMORANDUM

3.i.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: July 15, 2015
Subject: Resolution No. 15-20, Supporting responsible energy development

Attachment

At a recent meeting Mayor Bonnie Dunston of Platteville made a presentation to the Board regarding the activities of a committee of concerned citizens who support the responsible development of energy resources in the area. Mayor Dunston presented a resolution to that effect that has been adopted by several other communities, and asked that Hudson consider adopting a similar resolution.

In summary, the attached Resolution No. 15-20 states the following:

1. The Board does not intend to “substantially impede the efficient and equitable development and production of oil and gas” within the town.
2. The Board does not intend to impose any suspension of oil and gas development, production or permitting.
3. The Board does intend to pursue agreements with oil and gas operators to protect the interests of its citizens, property owners and businesses.

The Resolution is a non-binding statement of policy by this Board at this point in time. If adopted, staff will send a copy of the resolution to Mayor Dunston.

RESOLUTION NO.

15-20

TITLE: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF HUDSON REGARDING RESPONSIBLE ENERGY DEVELOPMENT

WHEREAS, the Town's regulations for developing oil and gas resources, together with the extensive regulations established under State law are among the strictest in the country;

WHEREAS, the Board of Trustees finds that its authority to regulate industry activities under current rules and regulations is sufficient to provide for the health, safety and well-being of its citizens;

WHEREAS, oil and gas development and the economic activity it generates are vital to our Town's continued prosperity and sensible growth; and

WHEREAS, oil and gas development provides critical resources to the Town's schools, parks and recreation areas, libraries and other public amenities.

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

Section 1. The Board of Trustees does not intend to enact any ordinance, resolution, rule or regulation that substantially impedes the efficient and equitable development and production of oil and gas within its jurisdiction.

Section 2. The Board of Trustees does not intend to enact any ordinance, resolution, rule or regulation that imposes moratoria, bans or other suspensions of oil and gas development, production or permitting.

Section 3. The Board of Trustees does intend to pursue negotiated, legally-enforceable agreements with oil and gas operators to protect the interests of the public, local businesses and property owners and to enable responsible and efficient exploration and development of oil and natural gas within the Town's boundaries.

INTRODUCED, READ AND ADOPTED THIS 15th day July, 2015.

TOWN OF HUDSON, COLORADO

Raymond Patch, Mayor

ATTEST:

Linnette Barker, CMC, Town Clerk

MEMORANDUM

3.j.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: July 15, 2015
Subject: Resolution No. 15-21, Energy and Mineral Impact Assistance Fund Grant
Application for matching grant funds to build a town hall

Attachment

For the past month the Board and the staff have been working with Humphries Poli Architects on the first level of design for a new Town Hall. The intent of the project to date has been to carry the preliminary design to a point where we would have a design concept and cost estimate to use as a basis for a grant application to the Colorado Department of Local Affairs (DOLA) for a matching grant that would enable us to proceed with the project. The grant would be from a fund set up by the State with severance tax and federal mineral royalties, the Energy and Mineral Impact Assistance Fund. The Town has received funds from this program in the past for the wastewater treatment plant and for the frontage road realignment.

Included in the work session section of this meeting packet is the latest report from the architect, describing the work on the project to date, including the general appearance of the building exterior, a proposed site plan sketch, and a floor plan. The building, to be located on the north side of the new library, would be about 10,000 square feet in size, of which about 8,500 square feet would be finished in the first phase. The unfinished space could be used for storage or expansion.

The resolution indicates the Board's support for the project, and its commitment to provide the required matching funds in next year's budget if the grant is approved. It is a required element of the grant application that must be submitted to DOLA by August 1st.

At the time of preparing the packets the estimated cost of the project and the amount of the match for the grant (not less than 50% of the total cost) were not finalized. In view of the application deadline, it is critical that the resolution be adopted at this meeting. Staff will be prepared to discuss the cost estimate in detail at the meeting.

RESOLUTION NO.

15-21

TITLE: A RESOLUTION APPROVING THE APPLICATION FOR ENERGY AND MINERAL IMPACT ASSISTANCE MATCHING GRANT FUNDS FOR A NEW TOWN HALL AND COMMITTING LOCAL MATCHING FUNDS

WHEREAS, the Town of Hudson intends to apply for matching grant funding from the State of Colorado Energy and Mineral Impact Assistance Fund (the "EIAF Grant") for construction of a new town hall facility; and

WHEREAS, the Town has already invested substantial public funds in acquisition of a site, preliminary design, and construction of street, drainage, water and wastewater infrastructure to support the facility; and

WHEREAS, current town hall facilities are inadequate and dilapidated; and

WHEREAS, the funds to match the grant will be available in the Town's anticipated fiscal year 2016 budget.

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

Section 1. That the Board of Trustees will, if the EIAF Grant is approved, appropriate in fiscal year 2016 matching funds in the amount of 50% of the estimated cost, up to a total local share of \$_____, for the construction of a new town hall facility, including associated architectural and engineering services.

Section 2. That the Mayor and the Town Administrator are authorized to submit the grant application on behalf of the Town.

INTRODUCED, READ and PASSED this 15th day of July, 2015.

TOWN OF HUDSON, COLORADO

Raymond Patch, Mayor

ATTEST:

Linnette Barker, Town Clerk - Treasurer

MEMORANDUM

3.k.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: July 15, 2015
Subject: Resolution No. 15-22, Personnel Manual Amendments

Attachment

Beginning August 1st the Town will transition from a semi-monthly payroll schedule to an every two week schedule, with payroll being paid two weeks in arrears. The payroll period will begin on Sunday and end on Saturday at midnight. It will improve bookkeeping with each pay period having 14 days rather than the variable, semi-monthly system we're currently using.

The change will require an amendment to the Town's personnel policies. Resolution No. 15-22 will accomplish the necessary amendments.

RESOLUTION NO.

15-22

**TITLE: A RESOLUTION AMENDING THE PERSONNEL
POLICIES OF THE TOWN OF HUDSON**

WHEREAS, the Board of Trustees has determined that certain changes to the Personnel Policies of the Town of Hudson are necessary and desirable for clarification.

NOW, THEREFORE, BE IT RESOLVED that the following amendments are made to the Personnel Policies of the Town of Hudson:

Section 1. Article 3, Section 1 Work Period/Week amended as follows:

SECTION 3.1 - WORK PERIOD/WEEK

GENERAL EMPLOYEES

The normal work hours for general employees shall be determined by the Department Supervisor, subject to the approval of the Town Administrator and based upon the hours best suited to meeting the needs of departmental operations and providing quality service to the community. For purposes of calculating overtime for a non-exempt employee, the workweek established by the Town for General Employees begins on Sunday at 12:01 a.m. and ends the following Saturday at 12:00 midnight. Salaried and Regular Part-time employees may take paid breaks, not exceeding a combined total of 30 minutes during one working day, depending upon the constraints of the working conditions as determined by the supervisor in charge. Normal breaks are considered 15 minutes in duration in mid-morning and mid-afternoon. Lunch breaks are to be taken at times recommended by the Supervisor and approved by the Town Administrator. The lunch break shall consist of a mid-workday break of either 30 minutes or one hour without pay at the discretion of the supervisor. Paid mid-morning and mid-afternoon breaks may not be combined with lunch breaks to extend the lunch or to shorten the work day.

On Calendar years that are a leap year hourly employees will be awarded 8 hours of compensatory time.

Section 2. Article 3, Section 2 Pay Period amended as follows:

SECTION 3.2 - PAY PERIOD/ PAY DATES

PAY PERIOD

The Town of Hudson has a bi-weekly pay period. Bi-weekly paid employees are paid on a bi-weekly basis every other Friday, one week in arrears. Each work week begins on Sunday and ends the following Saturday. Two work weeks comprise each bi-weekly pay period.

PAY DATE

Payday is every other Friday. If the banks or the Town of Hudson is closed on the scheduled payday, the payday will be the day prior to the scheduled payday.

INTRODUCED, READ and PASSED this 15th day of July, 2015.

TOWN OF HUDSON, COLORADO

(SEAL)

ATTEST:

Raymond Patch, Mayor

Linnette Barker, Town Clerk

ARTICLE 3 – EMPLOYMENT AND COMPENSATION

SECTION 3.1 - WORK PERIOD/WEEK

GENERAL EMPLOYEES

The normal work hours for general employees shall be determined by the Department Supervisor, subject to the approval of the Town Administrator and based upon the hours best suited to meeting the needs of departmental operations and providing quality service to the community. For purposes of calculating overtime for a non-exempt employee, the workweek established by the Town for General Employees begins on Monday-Sunday at 12:01 a.m. and ends the following Sunday-Saturday at 12:00 midnight. Salaried and Regular Part-time employees may take paid breaks, not exceeding a combined total of 30 minutes during one working day, depending upon the constraints of the working conditions as determined by the supervisor in charge. Normal breaks are considered 15 minutes in duration in mid-morning and mid-afternoon. Lunch breaks are to be taken at times recommended by the Supervisor and approved by the Town Administrator. The lunch break shall consist of a mid-workday break of either 30 minutes or one hour without pay at the discretion of the supervisor. Paid mid-morning and mid-afternoon breaks may not be combined with lunch breaks to extend the lunch or to shorten the work day.

On Calendar years that are a leap year hourly employees will be awarded 8 hours of compensatory time.

SECTION 3.2 - PAY PERIOD/PAY DATES

PAY PERIOD

The Town of Hudson has a bi-monthly-weekly pay period. Payday is currently the next business day after the fifteenth and last day of the month. Bi-weekly paid employees are paid on a bi-weekly basis every other Friday, one week in arrears. Each work week begins on Sunday and ends the following Saturday. Two work weeks comprise each bi-weekly pay period.

PAY DATE

Payday is every other Friday. If the banks or the Town of Hudson is closed on the scheduled payday, the payday will be the day prior to the scheduled payday.

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SECTION 3.3 - OVERTIME/COMPENSATORY TIME - CALL BACK - TRAVEL

OVERTIME

For the purpose of computing overtime, only hours actually worked shall be used in the computation of overtime. Paid benefits and leaves are not part of actual hours worked and are not used in the computation of overtime. All overtime for non-exempt employees must be authorized in advance by the employee's supervisor and with

MEMORANDUM

3.1.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: July 15, 2015
Subject: August 1st Board Retreat

I'll be putting together an agenda for the Board Retreat on August 1st. The program will go from 8:00 a.m. to 2:00 p.m. at the library. This will be a brief opportunity to gather ideas for retreat discussion items. So far I have the following suggestions:

- How we fared in meeting goals set forth in last year's retreat.
- Christmas Bonus procedure
- Trash contract
- Personnel needs
- Town Marshall rules and regs

MEMORANDUM

**Work
Session**

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: July 15, 2015
Subject: Town Hall Design presentation

Attached is the latest report from our architect, Humphries Poli, on the town hall. We're very close to the information that is required for submittal of the grant application. This will be an opportunity to review the plan with the architect, Ryan Wallace, and to discuss any additional changes. With feedback from the meeting they will be able to prepare documents to go with the grant submittal.

DRAFT

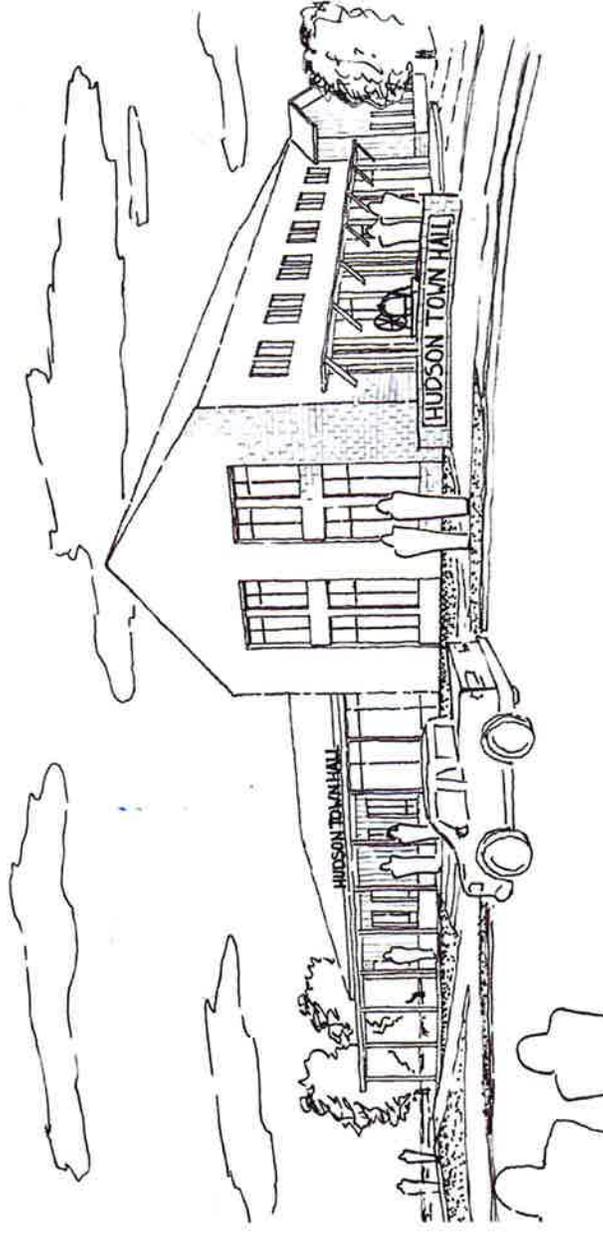
Schematic Design for the
Hudson Town Hall

prepared for
The Town of Hudson
Hudson, Colorado

prepared by
Humphries Poli Architects, P.C.

8 July 2015

**HUMPHRIES
POLI**



Introduction

The design for the Hudson Town Hall originated with ideas heard from the Board of Trustees and town staff in an initial MindBreaking Session. At this meeting, Humphries Poli Architects presented a number of images on a screen that showed varying elements of this project. These images included Site + Landscape, Materials + Form, Lobby, Board Room, Meeting Spaces, Office + Work Spaces and Sustainability. From this HPA was able to extract the imagery and content that the Town felt fit their idea of what a Town Hall should be, ultimately creating The Character of the Hudson Town Hall. These driving characteristics and goals are:

- It's a Gateway**
- Building Grows as the Town Grows**
- It's Part of the Campus**
- It has a Civic Purpose**
- Demonstrate Responsibility.**

The concept that is used starts off by looking at the Gateway created by this project, both on a micro and macro level. From a far the new Town Hall will be visible and serve as a civic center. In close, it will be a pedestrian gateway from future growth within the neighborhood. The building will grow as the plan initially calls for three phases. Phase I will incorporate 8,000 SF of new finished space and 2,000 SF of unfinished space. Phase II will look to finish out the Phase I core and shell. Phase III will allow for easy addition of additional square footage to the north of the site. In addition, the Council Chambers is aligned to allow for the space to grow in to the Lobby allowing for growth, again at a micro level, doors opening more seating allowed.

The Town Hall fits in to the campus in a myriad of ways. Diagrammatically the roof forms from the library are used, but simplified to keep within this natural shape. The material palette also uses both Library materials, stucco, steel and brick.

The Civic Purpose of this building is conveyed, not only in it's program but also in the forms by which the building is designed. Tripartite Division establishes a base, column and cornice to mimic historic structures. The siting of the Town Hall places significances by raising the base up from the library, and ultimately symmetry brings in a prominent elevation.

And finally, responsibility is demonstrated by both being responsible to building costs and phasing this structure to adapt as the town grows, but it also is a facility that will sustain it's resources over the course of time. Targeting LEED gold sustainable strategies will include: water reduction, daylighting and controls, an energy efficient HVAC system, passive ventilation, and a multitude of other items that are reflected in the LEED goals and checklist.

Overall, the design for the new Hudson Town Hall will be a facility that creates an enhanced space for the community and becomes an asset to those that use it while fulfilling a basic need for the Town. The image will embrace the goals set forth by their current leaders and sustain these resources for future generations.

Table of Contents

3	Introduction
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21	Landscape Narrative
22	Structural Narrative
23	Mechanical Narrative
27	Electrical Narrative

Diagrams

Historically, **Civic Buildings** use certain elements to portray significance. The following diagrams represent three such elements used in the design of the Hudson Town Hall.

Tripartite Division:

A way of organizing an elevation using a base, shaft, capital or cornice. The proposed design uses a masonry course and entry canopy to emphasize this organization.

Raised Entry:

While the formal example is to lift the building, the location on the site will reinforce a hierarchy by being located above the adjacent library.

Symmetry:

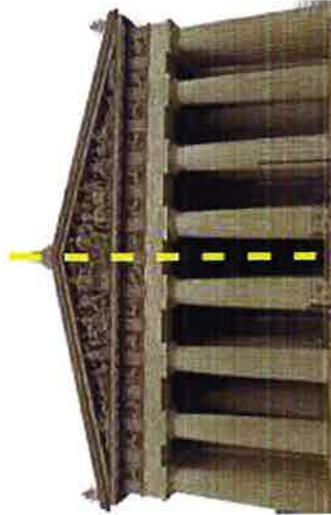
Symmetry is used in reference to some of the classical buildings in civic architecture.



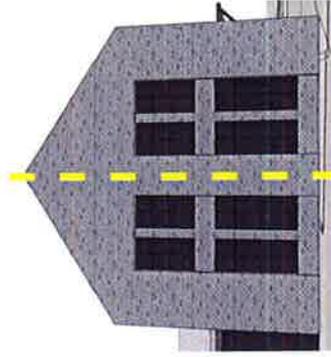
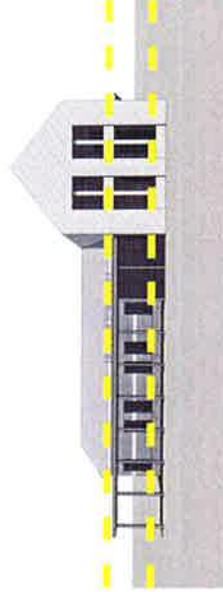
TRIPARTITE DIVISION



RAISED ENTRY



SYMMETRY



Diagrams

In addition to the traditional architecture diagrams, we have also chosen to reference two case studies; Granby Town Hall and Bayfield Town Hall

Traditional Form:

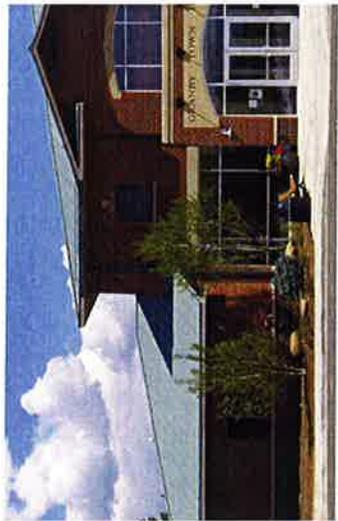
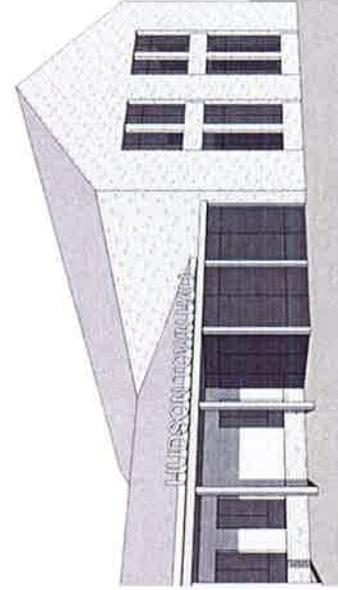
The profile of the new Hudson Town Hall mimics the roof forms on the Granby Town Hall. Gable roofs and a transparent entry greet the community.

Entrance:

Pulling from the volume and height of the Bayfield Town Hall, the new Town Hall will have an extruded form that will be bright and inviting and double as a welcoming sitting area.

"Town Hall":

The main meeting space will be similar in nature to Bayfield with a vaulted space and clerestory lighting that open to the newly created plaza.

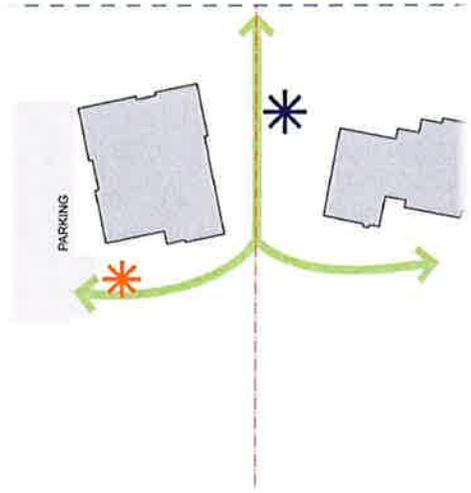


TRADITIONAL FORM

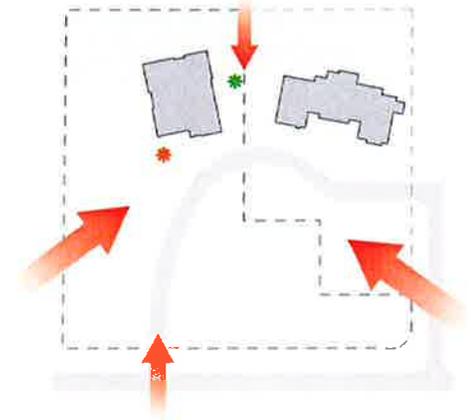
ENTRANCE

"TOWN HALL"

Diagrams



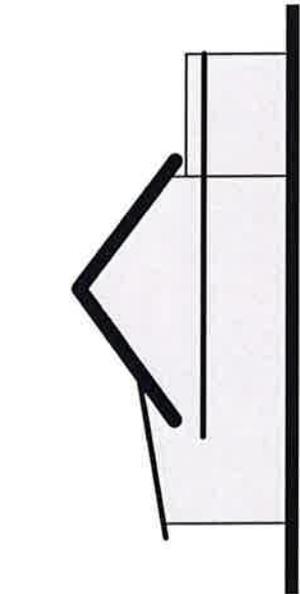
Path / Site Movement



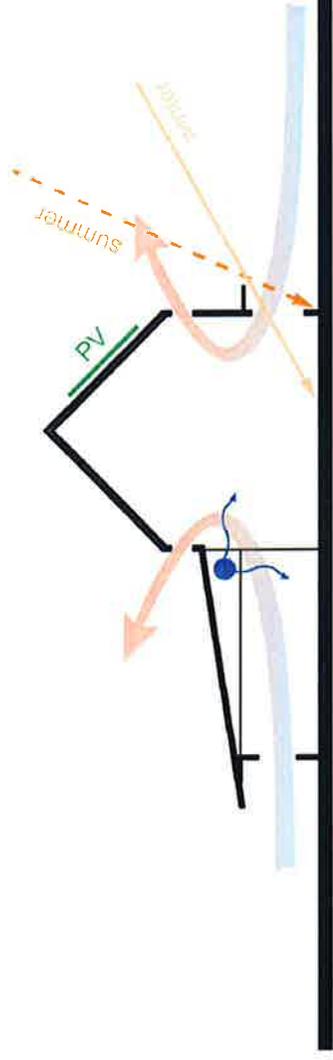
Gateway / Landmark



Hudson Town Hall



Hudson Library



Sustainability

Sectional Part (Diagram)

Expansion Diagram

Phase III preliminarily highlights the need for an additional 5,000 sf of programmed space. This addition would require the following adjustments.

1. Building expansion to the north:

In order to preserve the community space between the Library and the new Town Hall, it is suggested the building expansion takes place on the north side of the town hall.

2. Parking expansion:

Phase III allows for parking to expand to the northwest corner of the site. This previously undisturbed portion of the site can accommodate approximately an additional 50+ parking spaces.



Programming

DEPARTMENT	CURRENT STAFF		PROJECTED REQ'D STAFF		New Sq. Ft.	AREA REQUIRED		Ph. II	Ph. III	Bayfield Sq. Ft. For Reference	ADJACENCY REQUIREMENTS & OTHER COMMENTS
	or CAPACITY REQUIRED	2015	Ph. II	Ph. III		2015	2015				
Administration											
Manager's Office (Joe Racine)	1	1	1	1	240	240	240	240	240	204	Private office with room for a small conference table (4 people)
Clerk Office (Lumette Barker)	1	1	1	1	130	130	130	130	130	140	Private Office
Clerk Office (Becky Utecht)	1	1	1	1	130	130	130	130	130	120	Front Office / Desk
Office	0	0	0	0	0	0	0	0	0	120	Private Office
Office	0	0	0	0	120	0	120	120	120	180	Private Office
Town Planner	0	0	0	0	140	140	140	140	140	Open Space	Private Office
Building Inspector	0	0	0	0	120	0	120	120	120	Open Space	Private Office
Engineer	0	0	0	0	120	0	120	120	120	Open Space	Private Office
Town Finance Director	0	0	0	0	120	0	120	120	120	70	Private Office
Utility Billing	0	0	0	0	120	0	120	120	120	0	Private Office
Accounts Payable	0	0	0	0	120	0	120	120	120	0	Private Office
Economic Develop. Office (Dan Hensmith)	1	1	1	1	150	150	150	150	150	0	Private Office
Support Spaces											
Council Chambers											
Council Board/Court Room	1	1	1	1.5	1330	1330	1330	1330	1330	1000	Public meeting room 300 Standing / 140 Seated microphone/AV projection/raised platform/Video-digital Recording
Meeting / Training											
Classroom/Training	0	0	0	0	1075	0	0	0	0	0	Private Training / Meeting Room. 142 Lecture / 86 Tables
Kitchen	0	0	0	0	185	0	0	0	0	0	Redundant?
Women's Toilet	0	0	0	0	160	0	0	0	0	0	Redundant?
Men's Toilet	0	0	0	0	140	0	0	0	0	0	Redundant?
Admin Support											
Work/ Copy Mail	1	1	1	1	200	200	200	200	200	190	Room to accommodate 16+ people w/ coffee bar
Break Room	1	1	1	1	350	350	350	350	350	200	12 People
Large Conf Room	1	1	1	1	280	280	280	280	280	0	16 People
Meeting Room	1	1	1	1	220	0	0	0	0	170	8 People
Small Conf Room	1	1	1	1	170	170	170	170	170	150	
Building Support											
Vestibule	1	1	1	1	120	120	120	120	120	120	
Lobby / Lounge	1	1	1	1	1000	1000	1000	1000	1000	690	Entry / Seating Area / Coffee Area / Transaction Counters
Reception Desk	1	1	1	1	120	120	120	120	120	70	Transaction Counter?
Men's Public RR	1	1	1	1	225	225	225	225	225	140	More than code
Women's Public RR	1	1	1	1	225	225	225	225	225	140	More than code
Custodial Closet	1	1	1	1	36	36	36	36	36	20	
Mechanical Room	1	1	1	1	145	145	145	145	145	140	
IT Room	2	2	2	2	120	120	120	120	120	120	
Catering Kitchen	1	1	1	1	350	0	0	0	0	0	
Staff RR	1	2	2	2	60	60	60	60	60	60	
Storage											
Records Storage	0	1	1	1	430	430	430	430	430	300	Archival storage that is easy to access and secure. 2nd floor. Lock
General Storage	0	0	0	0	0	0	0	0	0	Varies	
Storage (Council Chambers)	1	1	1	1	260	260	260	260	260	60	
Storage Small (Admin)	1	2	2	2	240	240	240	240	240	Varies	Fire Files
Storage Large (Admin)	1	0	0	0	500	0	0	0	0	500	
Storage (Meeting / Training)	0	0	0	0	130	0	0	0	0	130	
Storage (Kitchen)	0	0	0	0	50	0	0	0	0	0	
Totals	Employees	4	6	8	12	8031	6701	10256			
	Sub-Total					5261	1377	1474	2256		
	Building Gross Factor 22%					1377	1474	2256			
	Staff and Gross Area Total	4	6	8	12	8031	8175	12512			
Additional Comments:											
Equipment, plotter, scanner, GPS, folding machine, Special Equipment, postage machine (discuss with Pat)											
Reception counter, to have panic button											

Target SF by Phase

Phase I = 8,053 sf

Phase II = 9,322 sf

Phase III = 13,762 sf

DEPARTMENT	CURRENT STAFF CAPACITY REQUIRED	PROJECTED REQ'D STAFF			New SQ FT	AREA REQUIRED			ADJACENCY REQUIREMENTS & OTHER COMMENTS
		2015	Ph II	Ph III		2015	Ph II	Ph III	
Administration Town Police	4 1	6 1	8 3	12 4	8031 0	7638 415	8175 1147	12512 1240	
Totals	Employees	7	11	16		8053	9322	13762	
Grand Total									
Totals									
Administration	4	4	4	4					
Police	1	3	4	5					
Per Code		31	38	45	3,844	31	36	53	3,844,000 per Town
Sub-Total		31	38	45					

Site Plan

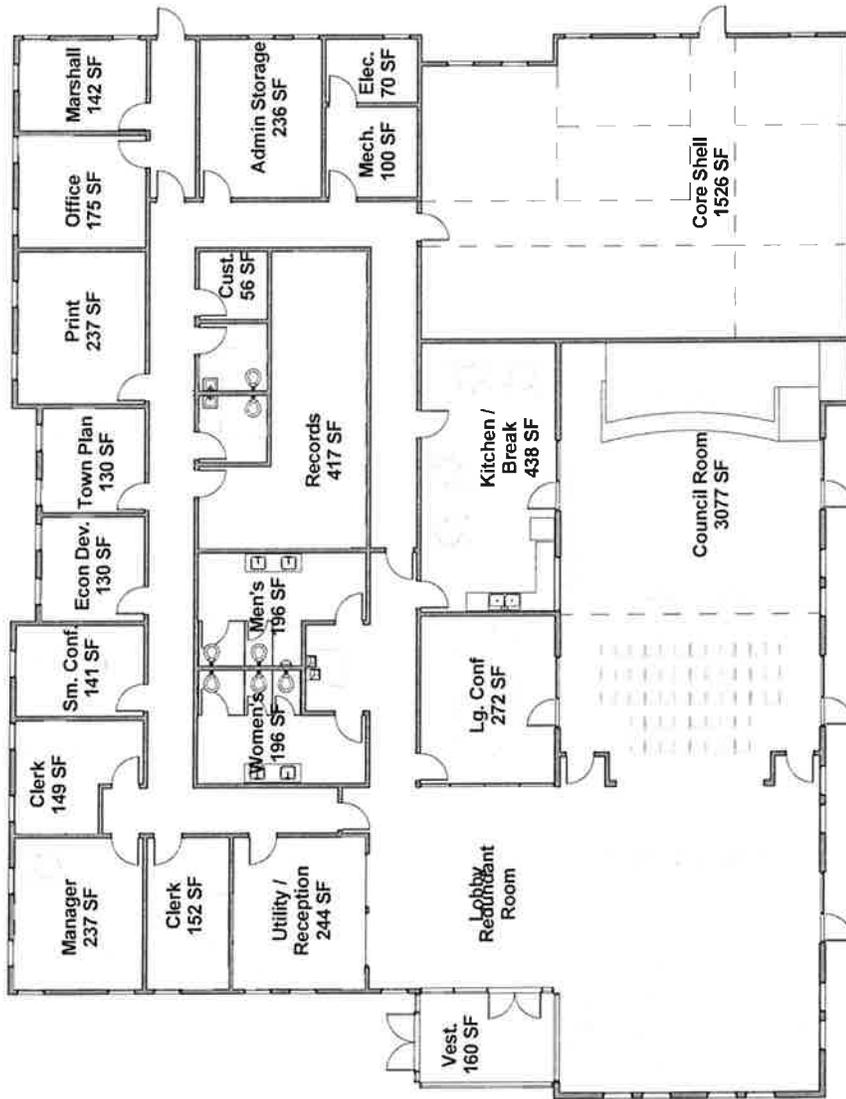
LOOP OPTION - SITE FEATURES

- 1. Future Parking
- 2. Bell "Exhibit"
- 3. Drop Off
- 4. Police Parking
- 5. Town Hall
- 6. Stage / Outdoor Seating from Lobby
- 7. Utility Easement
- 8. Water Easement
- 9. Stone Plinth
- 10. Raised Pedestrian Table
- 11. Library
- 12. Future Pedestrians Connection
- 13. Stone Seating - Small Gathering Area



Floor Plan - Option 1

The interior for the new Town Hall will feature a mixture of simple building blocks and flashes of style to create a space worthy of being a town hall. As you walk in the entrance, you will be greeted by a warm, stained concrete that can withstand the abuse of a public facility. Walls will be simple drywall and paint with the potential for some wood wainscot or accent. As you move in to the office space, carpet tiles, painted walls and simple finishes will finish out this space. Once back out in the public area, specifically the vaulted space, a unique structural system potentially of wood joists with steel turnbuckles will add an accent to the space. Elegant finishes of wainscoting, millwork, carpet, and acoustical panels will be used within the Council Chambers. Due to the durability and the longevity of this building solid surfaces or similar will be used on all horizontal surfaces.

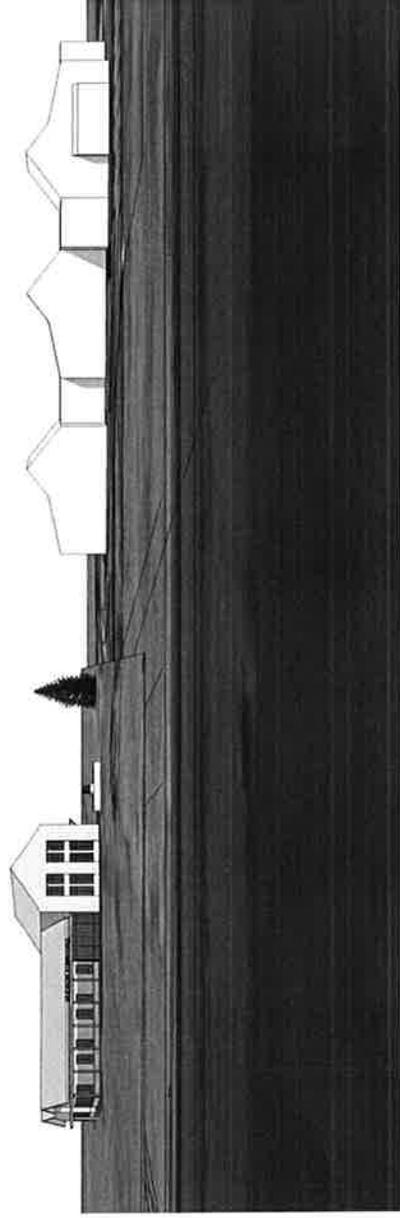


Perspective

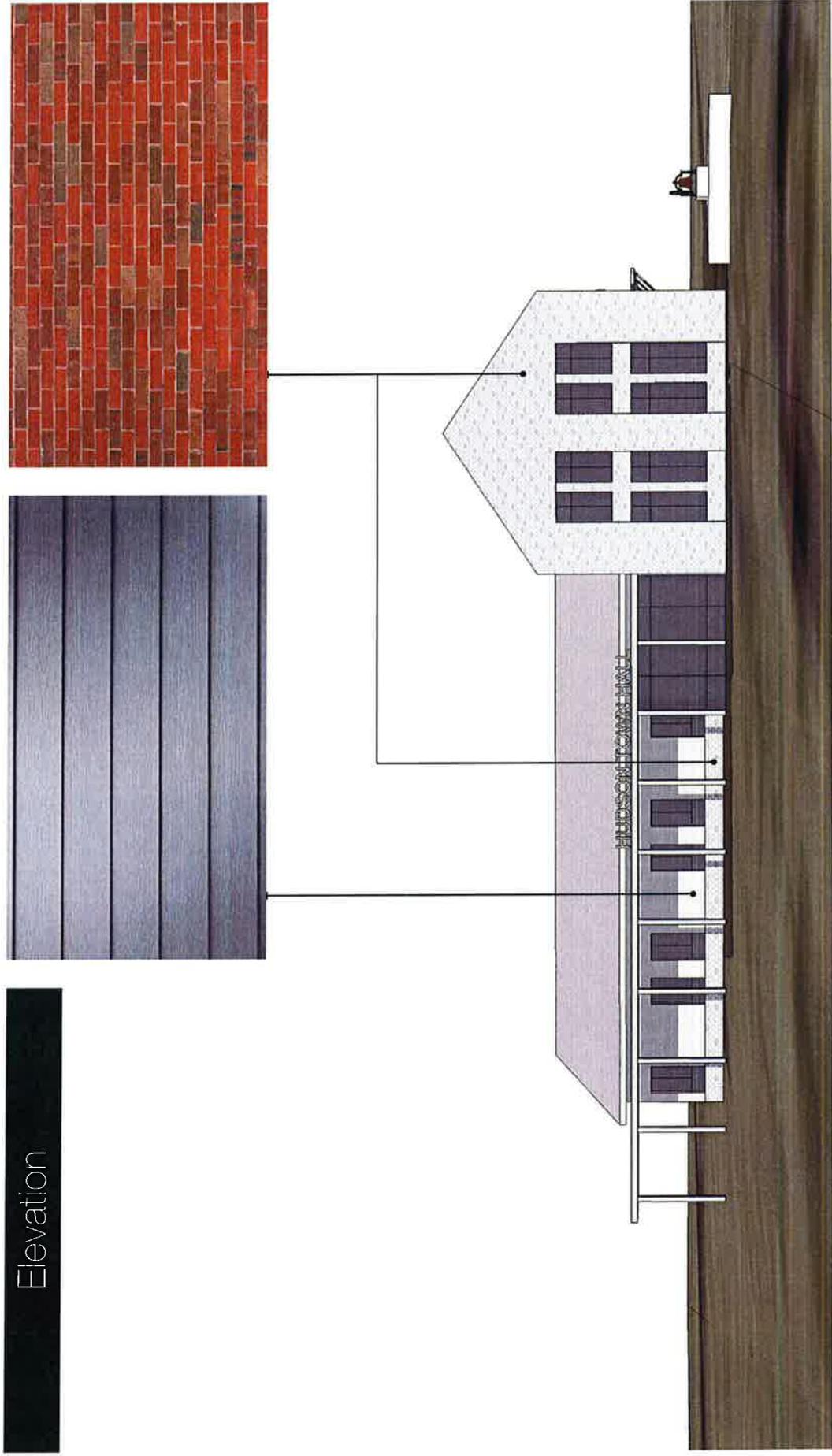
VIEW FROM BEECH ST.

The exterior material palette for the new Town Hall is a derivative of what is currently used on both the adjacent site and within the Town of Hudson. Adjoining the project is the recently completed Library. With a mixture of brick, stucco and steel the new Town Hall looks to pull from this palette to give continuity to the entire site. In addition, the local Fire Station also uses the red brick and thus creates a civic unity between these structures.

Architectural Elements used for the exterior envelope will include aluminum clad, operable windows for the offices and aluminum storefront for the larger "Town Hall" volume. Vertical wood cladding and a shingle roof will work with a steel entrance canopy and southern sunshade to complete the building blocks.

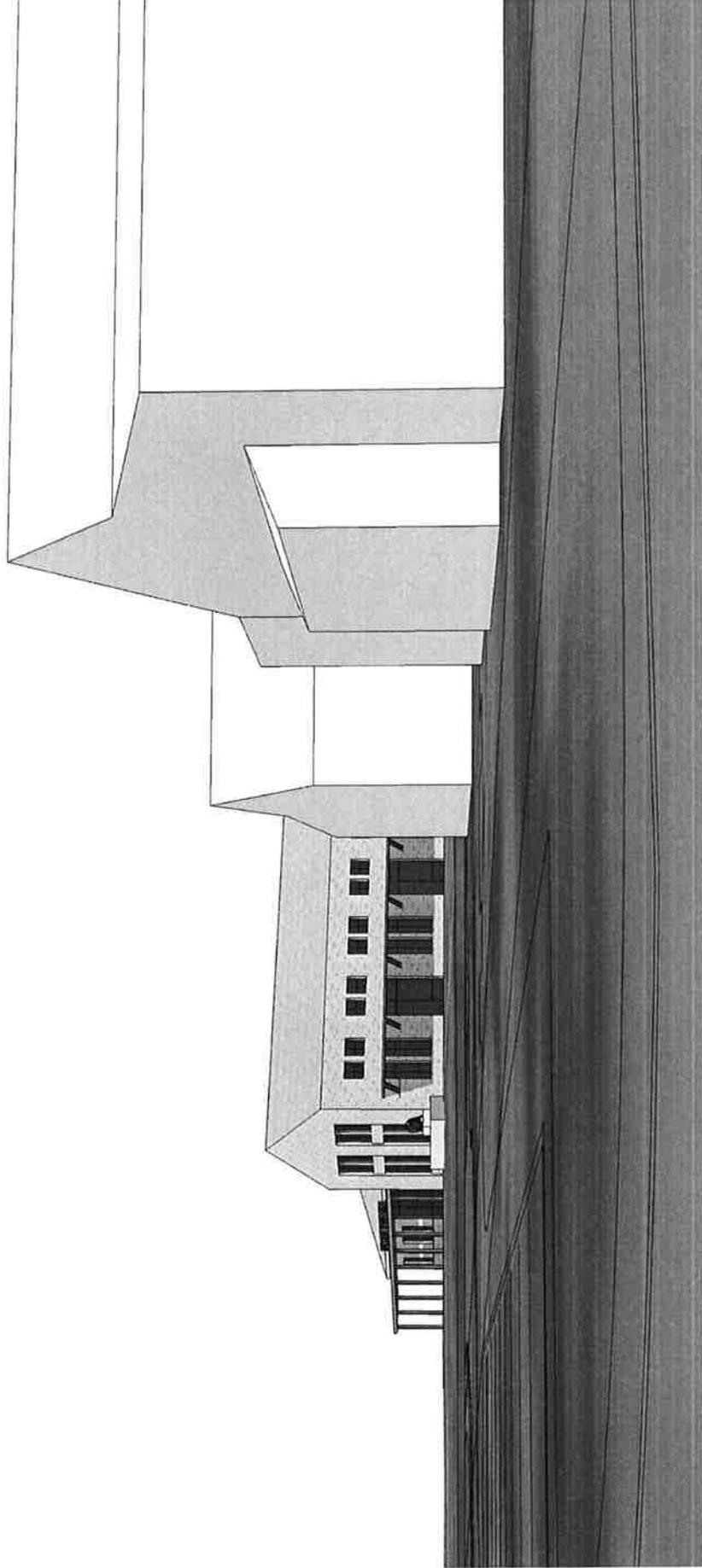


Elevation



Perspective

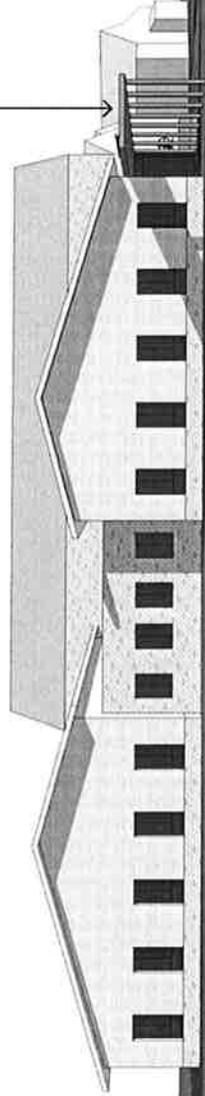
VIEW FROM LIBRARY



Elevation

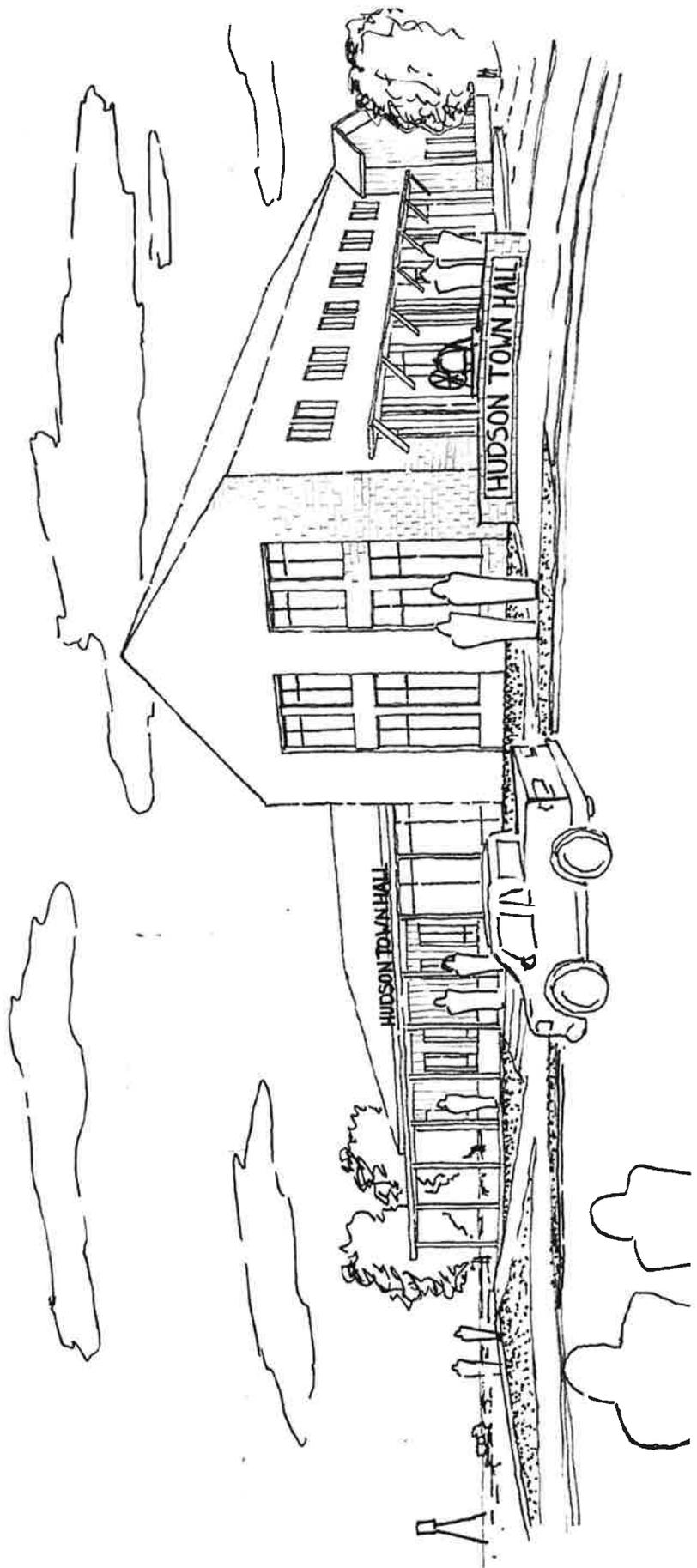
VIEW FROM THE NORTH

entry canopy



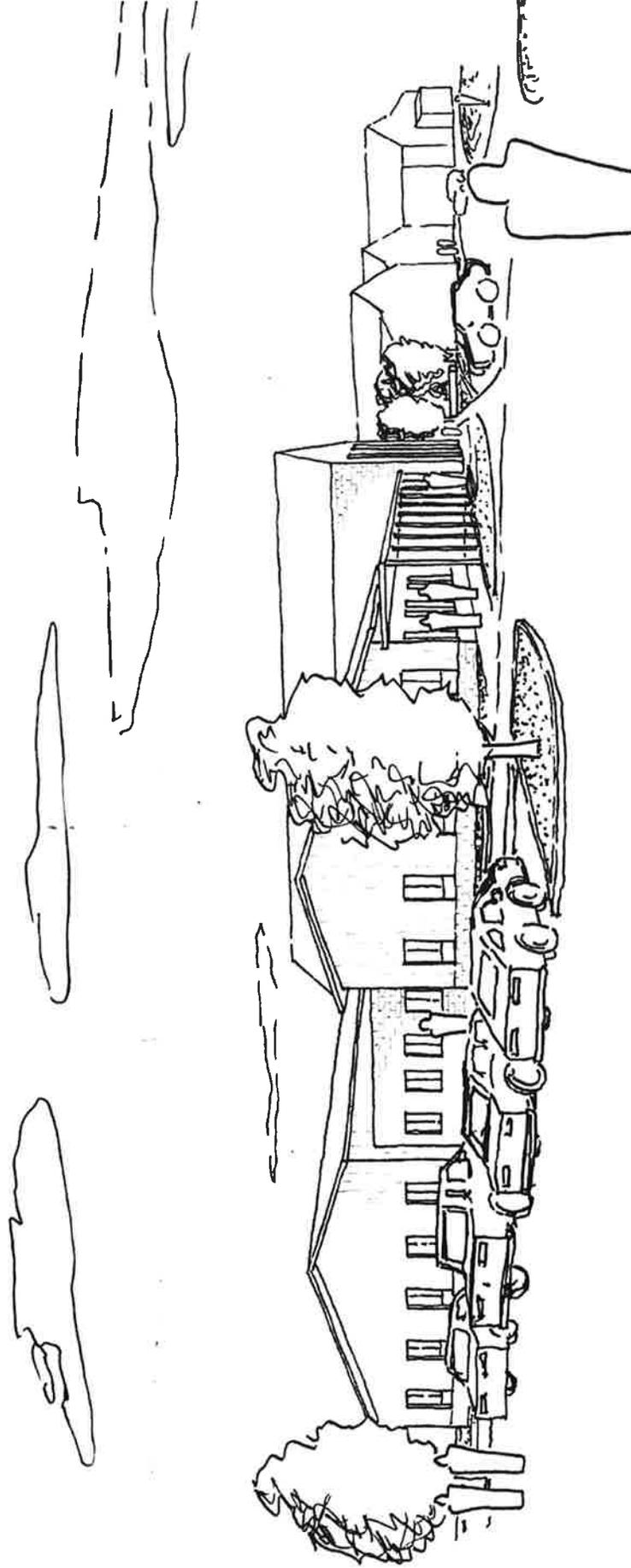
Sketch

VIEW FROM LIBRARY



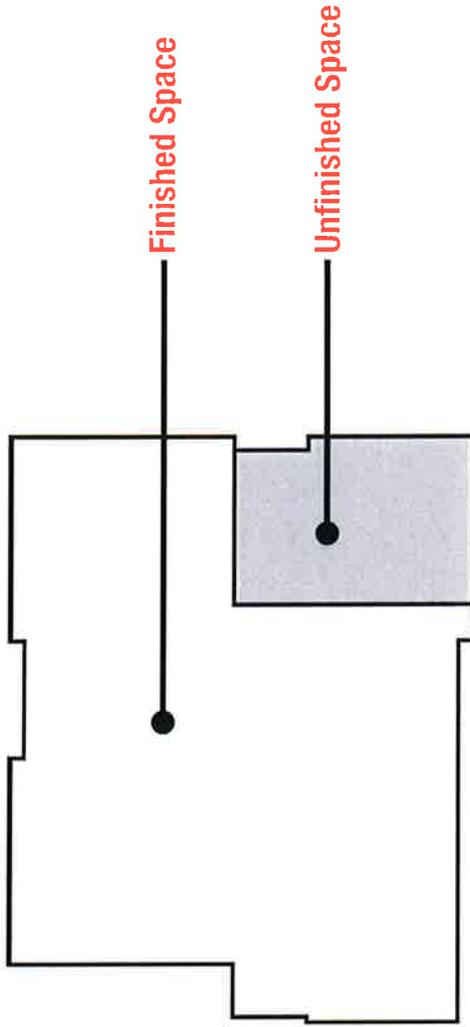
Perspective

VIEW FROM NORTH PARKING



Cost

Finished SF	Cost/SF	Total
8,495	\$275	\$2,336,125
Unfinished SF	Cost/SF	Total
1,526	\$100	\$152,600
Total		\$2,488,725



Site Topographic and Boundary Survey:

At the time this narrative was prepared, topographic mapping of the pad site for the Town Hall building had not been completed. However, the previous survey and design files from the recently constructed Library site to the south have been obtained, and therefore the majority of the information necessary to complete the Town Hall design is known. The remaining information to be obtained consists primarily of the now existing topography of the Town Hall building site. It has been indicated that the spoils from the pond construction in the previous phase have been spread in this area, so the exact grading is not known. This information will be necessary to complete accurate cut/fill grading analysis of the forthcoming Town Hall design.

It is known that the site is relatively flat and drains from its NE corner toward the existing detention pond in the SW corner of the site at a grade of approximately 1%. The spoils from the pond which have been placed on the Town Hall Site will be essential to elevate the building slightly and create positive drainage in the associated parking areas.

Sanitary Sewer Service:

A sanitary sewer stub entering a manhole in the southwestern direction of the proposed Town Hall building has been constructed during the previous phase of this site's development. As-Built elevations of this main and stub have been obtained and will be utilized in the service's design for the Town Hall. It should be noted that the sanitary main is within a utility easement, and this easement will not need to be modified for the addition of this service. Utility easements are not required for building services.

Potable and Fire Waterline:

Running parallel to the existing sanitary sewer south of the proposed Town Hall site is a water main which will be connected to in order to provide domestic (potable) and fire water for the building.

The building will contain a sprinkler system, and it is anticipated that International Fire Code (IFC) will require two (2) fire hydrants within acceptable distance from the building. One hydrant just north of the Library building was constructed with the previous phase, but construction of a second is anticipated with this phase. The exact placement of this new hydrant will be coordinated with the fire department, but it is anticipated that it will be required on the northern side of the proposed Town Hall building to provide adequate fire hose pull distance to all corners of the building. It is unlikely that the water authority and fire department will accept a dead-end main going to this new hydrant. Therefore, it is anticipated that the water main will need to be looped around the Town Hall building to prevent water from going stagnant or producing sediment deposits in the dead-end.

An alternative to the looped fire main that will be presented early in the design process is to construct the new hydrant on a dead-end and draw the building's domestic service from a point as close to the dead-end as possible. This creates circulation in the line and reduces the concerns posed by long runs of dead-end water main.

Storm Sewer and Drainage:

As mentioned previously, the site drains in the southwesterly direction to an existing detention pond. This pond has been sized to accommodate the full development of the Town Hall parcel. It provides both Water Quality and Volume Detention for the site. Therefore, no stormwater treatment facilities will be associated with this phase of the development. Conveyance to the existing facility will be the only associated stormwater improvement.

It should be noted that the existing detention pond is very shallow due to outlet constraints. This coupled with the site's gentle natural grade

means that collection of runoff in storm sewer will not be feasible due to depth restraints. Therefore, surface features will be utilized to collect and deliver runoff to the existing pond. The double-loaded row of 90-degree parking in the lot provides an opportunity to separate the cars with a landscaped drainage channel. This feature would be both functional and aesthetically treated with landscaping.

It is understood that this phase of the site's development may utilize some of the detention pond area as open space. While this is very common and the pond's shallow nature lends itself to it, precautions will be taken in material section placed in the pond to avoid erosion. Crusher fine paths treated with a hardening agent hold up very well in drainage features for example.

Gas and Electric:

Existing gas and electric services are available in both Beech Street to the west and the newly constructed Library Drive to the south. The proper routing of these services will be coordinated with utility providers as the project progresses.

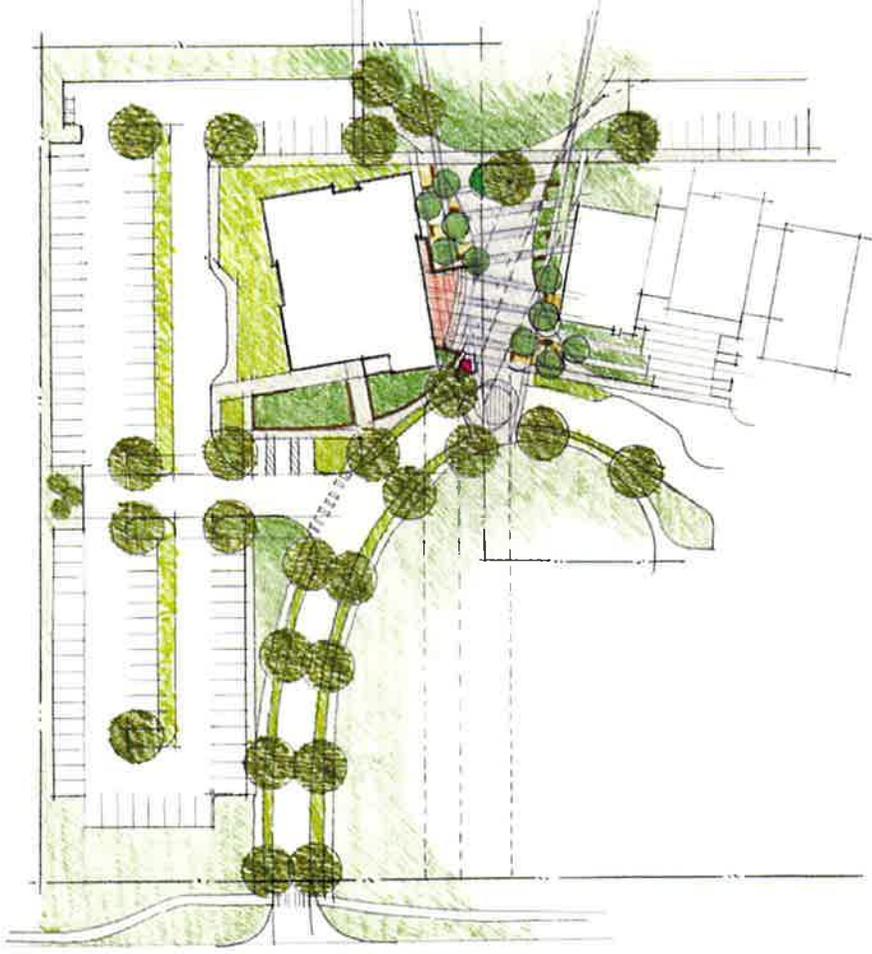
Transportation Improvements:

The reconstruction/widen of Beech Street has been designed and is being constructed under a separate contracting vessel. The construction schedule of this work is not known at this time. However, information on this will be obtained from the Town to properly coordinate both the horizontal alignment and vertical elevations of any on-site development that is proposed adjacent to Beech Street.

Landscape Narrative

Landscaping / Irrigation budget per the attached drawing and supplemental details:

- Provide budget for mulch, plantings including ground cover shrubs, shade trees, ornamental trees, irrigated and non-irrigated seed and irrigation.
- Provide and install complete landscaping and irrigation systems
- Provide and install all 4" sleeves for irrigation installation from landscape bed to landscape bed under hardscapes. Install "T" studded fence post as indicators of placement. Place cap on end.
- Provide and install all amended soil mix (6") at all planting beds, topsoil 2" at all sod locations and amended soil for all seeded areas at the rate of 3 cubic yds/1000 sq.ft. tilled to a depth of 6".
- Provide and install all mulch and rock mulch as shown on attached details
- Provide all excavations, spoils removal, soil preparation, cleanup and supervision required relating to landscaping.
- Provide and install stone walls and stone seats.
- Warranty all plant material for 1 year from the date of substantial completion. Warranty all plants against defects due to any cause except vandalism and acts of God. The following warranty conditions apply:
 1. Replant when plants are no longer in a satisfactory growing condition as determined by the Landscape Architect for the entire 12 month warranty and maintenance period.
 2. If plants fail after having been replaced previously, plant shall be replaced until it is approved. Replacement plants shall be of the same kind, condition and quality as original plants and subject to all requirements in this specification.
 3. Plants shall be healthy, and in flourishing condition at the end of the warranty period. Plants shall be free of dying branches and branch tips, and shall bear foliage of normal density, size and color.
- Provide Landscape and Irrigation maintenance for 1 year from date of substantial completion.



Structural Narrative

Design Criteria:

- 2006 International Building Code.

Live Loads-

Roof (Snow): 30 psf
Office + partition: 50 psf + 15 psf
Assembly: 100 psf

Ultimate Wind Loading-

90 MPH, Exposure C

Seismic:

Site Class D	II
Occupancy Category	1.0
Importance Factor	0.148
S _s =	0.052
S ₁ =	0.158
SDS =	0.084
SD1 =	B
Seismic Design Category	To be determined

Allowable Soil Bearing Pressure:

Foundations:

The foundations are assumed to be conventional spread footings. It is anticipated that fill below the footings may need to be removed and/or removed and re-compacted. The depth will be dependent on soils report recommendations. Continuous footing widths are assumed to be 16 to 24 inches wide by 12 inches deep. Interior pad footing sizes will depend on areas supported and soil report recommendations.

Foundation Walls:

Foundation wall will be approximately 3 feet high (to insure 30 inches footing frost protection). They will be 8 inches wide and reinforced with (3) #5 horizontal and #5 at 2'-0 vertical dowelled from footings.

Floor Slabs:

Floor slabs will be 4 inch thick concrete slabs-on-grade reinforced with #4 at 1'-4 each way at mid-height, on 4" gravel fill.

Roof Framing :

The roof sheathing will be 5/8 inch plywood supported on trusses or wood joists.

The hip roofs of the north west portion and the east portion of the building will be framing with prefabricated wood trusses at 2'-0 on center.

The central flat roof area will be framing open web wood joists at 2'-0 on center.

The council room and annex will be framed with 2x12 at 1'-0 wood joists supported on ridge beam and load bearing walls. The ridge beam will be supported on custom exposed wood and steel trusses at a spacing determined by the architectural design. For trusses at approximately 10 feet or less on center, the ridge beam could be (2) - 12 inch versa-lams.

Wall Framing:

Typical exterior and interior bearing walls less than 12 feet tall will be framed with 2x6 at 16 inches on center. The tall wall of the council room and annex will be framed with 1½x7½ inch versa-lam stud at 16 inches on center.

Exterior walls and approximately 40 linear feet of interior walls will have ½ inch plywood sheathing for lateral force resistance.

Mechanical Narrative

Project Description: A 9,950 SF Shared Training Facility located in Hudson, Colorado. The project is located at an elevation of 5,000 feet above sea level.

Mechanical System Introduction:

There are two possible mechanical systems that are being proposing for this project. Because this facility is trying to achieve LEED Gold, an energy efficient system is required. All options are energy efficient, but will require energy and cost modeling to determine if LEED Gold is achievable. Once the analysis is complete, a final system option will be chosen to maximize energy efficiency, ease of maintenance, and system performance while maintaining the project budget.

The following are the mechanical systems options that will be considered for this project:

Option #1: Packaged high efficiency gas fired DX VAV rooftop units with hot water coils and a condensing boiler.

Option #2: Geo exchange system with room by room water source heat pumps and a energy recovery unit for ventilation. A back up boiler will also be provided to supplement the heating if required and a closed circuit cooling tower will also be provided to supplement the loop in the event to overheats. It has already expressed that this system most likely will not be utilized, but is being listed in the narrative as an option.

HVAC (Design Criteria):

The following assumptions will be used for our design criteria during the initial stages of the project. If actual data becomes known our calculations will be adjusted to match.

Temperatures: The following weather data is that of Denver since Hudson weather data is not readily available. The indoor conditions are similar to some of the large school districts in the Denver area, and will be used for the design of this facility.

Winter Outdoor: -15F
Winter Indoor: 70F (spaces will have ability to be set at 70F)

Summer Outdoor: 95F dry bulb (db) and 61F wet bulb (wb).
100F dry bulb (db) and 62F wet bulb (wb) for equipment with high or roof mounted intake.

Summer Indoor: 75F (db)/ 62F (wb).

Humidity: Humidity is not specifically controlled other than dehumidification that occurs with the cooling process. Spaces will likely fluctuate between 20% to 60% RH.

Outside Air Ventilation: ASHRAE-62.1-2007 or the most stringent local code will be utilized for all ventilation requirements. In addition, demand control ventilation will provided for air handling systems.

Internal Cooling Loads: Lighting/Power will be assumed to be 1.0 watts/SF. Miscellaneous heat gain from various equipment required electrical power will be assumed to be 0.5 watts/SF. Actual loads will be verified during the final design phase.

Occupancy: These values are per code. Actual people count will be used if available and if allowed per the authority having jurisdiction, otherwise occupancy densities will be per code with the exception of the following:

Occupant Heat Gain: These values for occupant heat gains will be used on this project.

Administration: Seated, light office work, 350 BTUH/person

Council Room: Seated at Rest, 300 BTUH/person

All others: Students at Rest, 300 BTUH/person

Building Components: The following values are estimated. All values will be verified and/or calculated.

Walls: U = 0.05

Roof: U = 0.033

Glass

Uwinter = 0.50

Usummer = 0.50

S.C. = 0.50

Building Infiltration: Infiltration will be based on a building with pressurized average construction, which corresponds to a building infiltration rate of 0.3 air changes per hour.

HVAC (Mechanical systems):

Option #1: Packaged VAV rooftop units (RTU).

This system features semi custom, high efficiency direct expansion (DX) cooling, gas fired heating, and CO2 demand ventilation control. Zone temperature control is accomplished using VAV terminal units with hot water reheat coils. The terminal heating water system includes a condensing boiler operating at condensing temperatures and variable flow primary pumping.

This option will utilize packaged DX rooftop units with gas fired heat (Trane Intellipak, McQuay RPS or equal), gas for preheat and terminal heating and VAV terminal units with hot water reheat for zone temperature control. Refer to drawings for sizes.

Two (2) packaged roof top units mounted on the roof distribute air to the occupied areas of the facility, with the exception of the Apparatus bays.

Heating: The boiler plant basis of design utilizes a condensing boiler. The basis of design boiler will be two (2) wall hung Triangle Tube condensing boilers, or approved equal, sized at 200 MBH input. The wall hung Triangle Tube condensing boiler is a modular boiler that offers a smaller footprint and a redundancy of 65% system capacity on each boiler can be easily achieved. All heating devices throughout the system sized for a 150F EWT and a 100F leaving water temperature (LWT). Under these operating conditions the boilers can provide condensing efficiencies 100% of the heating season, yielding very high boiler efficiencies at all outside air temperatures. On extremely cold days outside of design conditions or during morning warm up, these boilers are also capable of producing up to 180F supply water temperature.

The proposed system utilizes variable flow primary pumping with two (2) pumps (primary/standby) for the plant. A variable frequency drive modulates the speed of the lead pump motor as necessary to meet the instantaneous heating load in the building. The burner for each boiler also modulates as necessary to maintain the LWT as determined by the temperature reset schedule. The maximum LWT is 150F during peak outside air temperatures. The heating system fluid consists of 30% propylene glycol for freeze protection. All new piping shall be either Schedule 40 steel or Type "L" copper, at the

contractor's option. All heating piping is insulated with fiberglass of thickness per the requirements of the latest version of the IECC. The piping distribution system utilizes a reverse return loop to minimize the balancing required at each heating device.

In addition, the new heating water plant is provided with code required heat, ventilation and emergency power off (EPO) switches at each boiler room exit. No combustion air is anticipated since all proposed heating equipment will be direct vented.

Hot water circulated to heating devices provides heat throughout the building. These devices include variable volume air terminal units, cabinet unit heaters in all entry ways and vestibules and unit heaters in all mechanical rooms.

Air distribution: Two (2) rooftop units mounted on the roof distribute air to the occupied areas. Each unit will be approximately 6,000 CFM in capacity. Each unit will be provided with a gas fired heater. The RTUs will draw outside air as necessary to satisfy ventilation requirements and building pressurization. All rooftop units shall be variable volume systems. The supply fan speed modulates as necessary to meet the building demand. Medium pressure ductwork from these air handling units distributes air to VAV terminals with hot water reheat coils. One VAV terminal is provided for each heating and cooling zone. All units are capable of 100% economizer when outside air conditions allow.

It is anticipated that this project will require approximately (15) VAV terminal units with hot water heating coils. Cooling only pinch down terminals will be provided for spaces requiring heat removal only such as IT rooms and electrical rooms.

Option #2: Geo exchange system utilizing water source heat pumps.

This system features the use of a deep bore geothermal exchanger field used to reject heating during the cooling season and to claim heat during the heating season. The loop will also require supplemental heat, provided by a gas fired condensing boiler and may also require supplemental cooling, provided by a closed loop cooling tower. Taps for these will be provided if required in the future. Primary heating

and cooling for each space provided by heat pumps mounted in a closet space adjacent to the area served or above in the attic space. Constant volume ventilation is provided by energy recovery air handling units with ducted outside air and relief air to each heat pump. While the geothermal system appears to be the system with the most achievable LEED point potential, it would still require further analysis of the site. Conductivity tests of the available ground source must be conducted.

A geothermal consultant will analyze the site to verify the feasibility of the ground loop heat exchanger. If the site can provide adequate energy from the ground source, the consultant will also determine the type and size of the ground loop heat exchanger system. Due to the size of the building, vertical boreholes are the most likely for the ground loop heat exchanger system. However a horizontal slinky field could also be recommended.

Two redundant pumps mounted inside the mechanical room circulate a 30% glycol solution through the ground loop heat exchanger during the heating and cooling seasons. A VFD modulates the pump speed to meet the actual demand required by the building heat pumps. The ground source water is distributed throughout the building to ground source heat pumps mounted in easily accessible closets. Each zone requiring individual space control will have a separate heat pump. The heat pump compressors stage/vary speed as necessary to meet the desired space temperature. During cooling mode the heat pump evaporator cools the supply air to the space and rejects heat to the ground loop. The warm water rejected from the compressor circulates through the ground and is cooled down to the required heat pump entering water temperature (EWT). During heating mode this process is reversed. The heat pump evaporator cools the ground loop and rejects heat to the supply air. The cold water discharged from the evaporator circulates through the ground and is warmed up to the required heat pump EWT.

Supply and return air ductwork connected to each heat pump distributes air to each space. Ventilation and exhaust air is ducted from a roof mounted energy recovery unit (ERV) to the return air inlet of each space heat pump. This ERV would be approximately 3,000

CFM in size.

It is anticipated that this project will require approximately 15 heat pumps.

Depending on the output of the ground loop a supplemental boiler and/or cooling tower may be required to increase/decrease the loop temperature. The supplemental devices are used during extreme conditions when the ground source cannot maintain the required EWT for the compressors. The ground loop heat exchanger size and cost can likely be minimized if the loop is sized for heating mode and a supplemental cooling tower provides the extra capacity needed for cooling mode. It is likely that a supplemental boiler would be required for normal operation.

Heating only spaces will be supplied with hot water unit heaters, cabinet heaters and/or baseboard radiators. These will be fed off the back up boiler system.

Heating: The backup boiler plant basis of design utilizes a condensing boiler. The basis of design boiler will be one (1) wall hung Triangle Tube condensing boiler, or approved equal, sized at 200 MBH input. This boiler offers a smaller footprint. An option would be to provide two (2) smaller boilers and have some redundancy in the event of a boiler failure.

Ductwork:

Galvanized sheet metal ductwork shall be used throughout, except as noted. All exposed low-pressure ductwork shall be spiral and shall have a Grip-Lock primer to facilitate painting by the GC. All exposed medium pressure ductwork shall be rectangular, except for VAV terminal inlets, and shall have a Grip-Lock primer to facilitate painting by the GC.

All rectangular supply, return, and transfer ductwork shall have 1" duct liner, including exposed spiral ductwork. Round concealed ductwork shall be wrapped with 2" duct wrap insulation. If the owner will not allow duct liner, all ductwork will be required to be wrapped

with 2" duct wrap and several sound attenuators will also be required (approximately 7). This will result in a substantial cost increase for this installation.

All low velocity supply, return and exhaust ductwork shall be sized at 0.08"/100' with a maximum of duct velocity of 1,800 fpm. Medium pressure ductwork upstream of VAV terminals shall be sized at 0.20"/100' with a maximum of duct velocity of 2,500 fpm.

Grease duct serving the range hood shall be 16 gauge welded black steel and enclosed in a rated enclosure per local code requirements. The ductwork serving the dishwasher hood shall be stainless steel and moisture tight. Both systems shall be sloped back toward the equipment served.

Exhaust Systems:

Each bathroom group shall be provided with an exhaust fan and exhaust duct system. The remote toilet rooms and Janitor's closets shall be individually exhausted.

The kitchen break room will be provided with an exhaust system however it is not anticipated at this time that this space will be provided with a commercial hood and make up air system.

The clothes dryers shall have exhaust ducts extending through the wall or roof. Size per manufacturer's recommendations.

Provide AL29 stainless steel flue for all of the condensing boilers. PVC will also be allowed if allowed by boiler manufacturer. Provide PVC pipe for all boiler direct vent intakes.

Temperature Controls:

A direct digital control (DDC) system shall be provided for the temperature control system. The system will allow for the mechanical systems to be controlled and monitored from a remote location. All mechanical equipment shall interface with and be controlled through the BAS system with the following exceptions: cabinet unit heaters, unit heaters, baseboard radiation, and individual toilet exhaust fans

utilizing wall switches for on off operation.

Plumbing:

Domestic Water:

Site Utilities:

A 1-1/2" water meter and 2" service line (73 gpm required) to a flange connection in water entry room will be provided for this facility. Continuation will be by the civil engineer.

The lawn irrigation service shall be a separate service by others. Alternate would be to connect to domestic CW service.

Piping:

The domestic cold water, hot water and hot water recirculation, and condensate piping above ground in the building shall be Type "L" hard copper with no-lead solder and fittings. Alternate would be to provide either CPVC or PEX piping in all non return air plenum areas.

The cold water service entry shall have a reduced pressure backflow preventer.

Water Heater:

Domestic hot water shall be a high efficiency direct fired gas water heaters (2) State #SUF-60-100-NE). A thermostatic mixing valve will be provided to reduce the temperature to the building to 120 F with point of use mixing valves to reduce the water temperature to 110 F for all lavatories. Acceptable water heater manufacturer will be State, Bradford White, Rheem and AO Smith. TMV acceptable manufacturers will be Powers, Leonard, Symmons and Bradley. Provide expansion tank (Amitrol #ST-25-V).

Domestic Water Recirculation Pump:

The domestic hot water will be circulated to provide instantaneous hot water at all fixtures and will operate 24/7.

Waste and Vent Piping:

Utilities:

A 4" building drain will be provided to 85'-0" outside of the building. Continuation will be by the civil engineer.

Piping:

Construct below ground waste piping of schedule 40 PVC (solid core) with solvent welded joints to within 85'-0" of the building.

Waste and vent piping above grade in building shall be service weight cast iron with no-hub fittings. Provide type "L" copper piping for all DWV piping under 1-1/2". All plumbing VTR's shall be located 15' minimum from any fresh air intake.

Alternate: Air admittance valves could be utilized to reduce vent piping in most plumbing areas except main toilet rooms.

Storm Piping:

Roof drains and overflow roof drain systems shall run totally independent of each other and the roof drainage system will terminate above grade at downspout nozzle to a splash block for all flat roof areas. The sloped roof areas will be provided with gutters and downspouts that will discharged onto splash blocks and be shown and specified on the architectural drawings. Material shall be the same as the waste and vent system.

Gas Piping:

Natural gas piping shall be Schedule 40 black steel. Piping sizes 2" and smaller shall be screwed joints. Piping sizes 2-1/2" and larger shall have welded joints. Provide gas to water heater, boiler and roof top units.

Plumbing Fixtures:

Water Closets: Floor mounted, vitreous china, syphon jet type and operated with a 1.28 GPF battery operated electronic flush valve.

Urinals: Vitreous china, syphon jet type and operated with a 0.125 GPF battery operated electronic flush valve.

Lavatories (Main restrooms): Vitreous china, under counter mounted or wall hung type with a 0.5 GPM flow restrictor (set to operate for 10 seconds) with a battery electronic sensor.

Lavatories (Individual restrooms): Vitreous china, wall hung type

Electrical Narrative

Scope:

The electrical work shall consist of supplying equipment and material, tools and transportation, labor and services and miscellaneous items required to provide a complete electrical installation as described herein.

Codes:

The entire electrical installation shall be made in accordance with the current edition of the National Electrical Code (NEC) and all current state, county and town of Hudson codes. The work shall include securing licenses and permits necessary, and includes payment of the requisite charges and fees, except that the owner shall pay utility company charges.

Work Includes:

1. Power: Electrical service from pad mounted utility transformer. Secondary voltage is 208/120 V, 3Ph, 4W. Three phase was chosen as the optimum voltage for this facility based on square footage and loads being served.
2. Telephone: Service underground from local telephone service provider pedestal to main telephone terminal in building. All plywood backboards to be provided by general contractor.
3. Electrical distribution within the building to include three new panels and a wall mounted service board. There will be a lighting panel with a harmonic filter, a power panel and a panel for IT. The IT panel will also be supported from a owner furnished emergency generator that will be relocated from the existing site.
4. Lighting fixtures and lamps.
5. Motor and power consuming equipment connections from switchboard to integrally wired equipment, connection of power wiring for equipment furnished under mechanical section.
6. Complete and operable emergency systems per all applicable codes.
7. Grounding system.
8. Adjustment and testing of the electrical work.
9. Tele, data, cable TV, security (rough-in only).

Light and Power Systems Characteristics:

1. Electrical power is metered at 120/208 V, 3Ph, 4W.
2. Power for lighting and receptacles shall be 120/208V, 3Ph, 4W. 120/208V panels are sized to supply a load of 21 watts per square foot (estimate). Power for heating, ventilating, plumbing and air conditioning equipment shall be 208V, 3Ph, 3W.
3. Lighting will be specified at 120V.
4. Emergency systems shall consist of integral luminaire battery stand-by where possible and wall mounted battery packs w/ light levels to meet life safety code minimum levels.
5. Generator will be used to back up owner requested loads.

Workmanship:

All electrical equipment and material shall be installed in accordance with code requirements and in a neat workmanlike manner by skilled and competent mechanics in conformance with the standard practices of the electrical industry.

Materials and Equipment:

All materials and equipment shall be new and shall comply with established trade standards and shall be listed as approved by the Underwriters' Laboratories, where inspection standards are listed and in effect. Materials and equipment shall be as follows:

Main Switchboard:

1. Main switchboard shall be wall mounted and be furnished with an 800A/3P main circuit breaker. Branch breakers will all be coordinated to provide short circuit current protection for all distribution equipment. The main switchboard shall be 120/208V, 3Ph, 4W, and sized to provide power for all current equipment and an additional 10% spare capacity and space.

Estimated switchboard amperage rating 800 A

Panelboards:

1. Panelboards shall be flush or surface mounted equipped with bolt-in branch breakers and hinged lockable doors.
 - A. New 120/208 volt panels shall be General Electric type AQ or equal.
 - B. Panels to be located in the electrical room with the IT panel in the

IT room.

Wiring Devices:

1. Wiring devices (switches, receptacles, etc.) shall be specification grade, color to match wall finish.
2. Switches shall be rated 15A at 120V.
3. Standard duplex receptacles shall be 15A. Provide one duplex for each wall of all occupied rooms. Dressing rooms shall receive GFI duplex receptacles above counter at vanity and at each grooming station.
4. Low voltage (tele/data) rough-ins to be provided at offices, staff areas and at Council Desk.
5. Device plates shall be 0.040 metal.

Conduit and Wiring:

1. Feeder conduits run above grade shall be EMT.
2. Branch circuit conduit shall be EMT or P.V.C.
3. Flexible conduit shall be used for final connections to motors and "lay-in" lighting fixtures. Use "Sealtite" for connections exposed to weather.
4. Outlet boxes shall be pressed steel, minimum of 4" square. Outlets exposed to weather shall be weatherproof "Condulet" type.
5. Secondary feeders shall be copper with 600V type "THHN/THWN" insulation.
6. Branch circuit conductors shall be copper with 600V type "THHN/THWN" insulation.

Lighting:

- Toilet Rooms- Provide 6" LED recessed downlights in combination of LED sconces over vanity mirrors.
- Lobby- Provide a combination of decorative LED pendants and complimentary LED wall sconces in the lobby. Provide small aperture, 3"-4" wallwashers to provide light on any art work that may be present in the lobby.
- Vestibule: Provide 6" recessed LED downlights.
- Reception: Provide 6" recessed LED downlights in combination with a decorative LED pendant or decorative LED downlight over the reception desk.
- Storage/Electrical/Mechanical/IT Rooms- Provide 4' LED strips in

- these back of house service areas.
- Offices: Provide a decorative recessed 2x2 LED troffer.
 - Corridors-Provide 6" recessed LED downlights.
 - Large/Small Conference Room- Provide 4" recessed LED downlights around the perimeter with decorative LED pendants over the table and complimentary LED wall sconces.
 - Council Room-Provide LED cove lighting around the perimeter, 4" recessed LED downlights and decorative LED pendants. Additional downlights will be added over the council desk to enhance the light levels over this area.
 - Core and Shell- Provide 4' LED strips to meet code minimum lighting levels for this future build out space.
 - Exterior/Deck- Provide decorative LED wall sconces at the buildings perimeter. Particularly at the outdoor deck area.
 - Parking Lot-Provide LED pole mounted area lights to light the parking area.
- Lighting Control:**
Lighting controls will be provided in two ways. For large public spaces and exterior a central relay panel with low voltage controls located at the front desk will be used. For smaller spaces motion sensors in combination with toggle or dimmer switches will be used.
- In general spaces connected to the lighting control panel near windows will be connected to daylight sensors that will automatically dim lights when daylight is in the space. These light levels will be programmed by the lighting control manufacturer in the presence of the owner to get the desired effect.
- Toilet Rooms- Public restrooms will be controlled by the central relay system with an on/off button at the front desk. Motion sensors connected to the relay panel will turn lights off in these spaces when unoccupied.
 - Lobby- The lobby will be controlled by the relay panel with an on/off switch at the front desk.
 - Vestibule: The vestibule will be controlled by the relay panel with an on/off switch at the front desk.
 - Reception: The reception area will be controlled by the relay panel with an on/off switch at the front desk.
- Storage/Electrical/Mechanical/IT Rooms- Storage areas will be controlled by motion sensors with user override toggle switches. Areas like mechanical rooms and electrical rooms where lights shutting off provide danger toggle switches will be used.
 - Offices: Offices will use a wall mounted motion sensor with an integral user dimmer.
 - Corridors-Corridors will be controlled by the relay panel with an on/off switch at the front desk.
 - Large/Small Conference Room-Conference rooms will be controlled by ceiling motion sensors and wall mounted dimmer switches. Dimmer switches will control pendants, downlights and sconces separate.
 - Council Room-The council room will connect to the relay panel. Low voltage decorative dimmer switches will be placed in a location dictated by the owner. These dimmers will allow users to set up scenes for the different uses of the space.
 - Core and Shell- A digital timer switch will be used to control the lights in this area.
 - Exterior/Deck/Parking Lot- Exterior lighting will be connected to the relay panela photosensor and timer switch. An override switch at the reception desk will be installed to keep lights on for special events that extend beyond normal hours.
- Mechanical Equipment:**
Power wiring to all mechanical and elevator equipment shall be provided adequate for loads served. All starters, control wiring and controls will be provided by others regardless of operating voltage.
- TV, Telephone, Data, AV:**
Low voltage drops will be coordinated with the Town of Hudson IT department. Typical office areas will contain two data outlets each with at least two drops, one for data and one for voice. Television locations will be provided with a COAX cable and three data drops. Low voltage cable will be provided in conduit in all open ceilings. Exposed cable is allowed above accessible ceilings. Electrical contractor will provide all telephone and data conduit rough-in, cabling, junction boxes, termination connections and faceplates as required by Town of Hudson.
- Each meeting room and conference room shall be provided with a flat screen TV, a drop screen at the front of each of these rooms and a projector.
- There will be some audio rough-in in the city council room. Its exact requirements will be coordinated with the owner. The room will at least have a microphone located at the council desk in front of each chair. In addition there will be a microphone located at a podium in the front of the room for addressing the council. Speakers will be located in the room to enhance the sound the microphones pick up.
- Security and Access Control:**
Security and access control will be roughed in by the electrical contractor. Electrical engineer will coordinate with the owner where devices should be located to meet their needs.
- Fire Alarm:**
A small fire alarm system will be installed. The system will consist of smoke detectors, heat detectors, horn/strobes, pull stations and a control panel.
- LEED Considerations:**
The site will be illuminated with full cutoff light fixtures. These fixtures will be provided with house side shields to prevent light from leaving the property. This will satisfy sustainable site, credit 8.
- In order to assist in achieving energy and atmosphere credit one LED will be used throughout. LED lighting will use less watts than other sources reducing the power density of lighting. Further motion sensors and daylight sensors will be installed where they make sense to turn lights off or dim them when unoccupied or daylight is present.
- Lighting controls will be provided in all individual offices and spaces so users can control the light. The only areas where this won't be possible will be in large public spaces like the lobby, public restrooms and corridors. There is a strong chance we can get the Indoor Environment and Quality credit 6.1.