

AGENDA

TOWN OF HUDSON – TOWN COUNCIL
REGULAR MEETING
August 3, 2016 - 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. Town Council Meeting Minutes – July 20, 2016
- b. Payment of Bills

2) GENERAL BUSINESS

- a. Contract Addendum, Fransen Pittman, Town Hall Guaranteed Maximum Price
- b. Discussion – Eastridge Estates Drainage
- c. Weld County Notice of Inquiry – Sparboe Farms
- d. Resolution 16-18, Broadband ballot question
- e. Resolution 16-19, Lodging Tax ballot question
- f. Resolution 16-20, Intergovernmental Agreement Weld County Elections
- g. Resolution 16-21, High Plains Library District

3) STAFF REPORTS

4) EXECUTIVE SESSION

- a. To hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(b)(4) –High Plains Library District

5) ADJOURNMENT

MINUTES
TOWN OF HUDSON TOWN COUNCIL
REGULAR MEETING
July 20, 2016 - 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
Mayor Pro-Tem, Laura Hargis – Present
Councilmember, Matt Cole – Present
Councilmember, Christine Hamilton – Present
Councilmember, Julia Stell – Present
Councilmember, Joe Hammock – Absent
Councilmember, Maria Chavez - Present

Town Clerk Pro-Tem, Becky Utecht took roll call, and a quorum of (5) Councilmembers were present.

Town Staff Present:

Town Manager – Joe Racine
Town Attorney – Corey Hoffmann
Town Clerk Pro-Tem – Becky Utecht
Economic Development Director – Dan Hamsmith
Utility and Public Works Director – Hunter Fobare
Deputy Marshal – Josh Ferguson
Recreation Director – Billie Stam

ADDITIONS TO AGENDA

None

CITIZEN'S COMMENTS

Magnus Hargis, 325 Holly Street, reported that there are major drainage issues at the Eastridge Development. The developer did not do the drainage improvements and the Town of Hudson did not make them. Something has to be done and it is the Town's responsibility. Residents cannot fix the problem themselves. Time is running out to fix this problem and currently the area is a swamp. If something is not done soon it will be another year before anything can be done. The side ditches from the east are overflowing onto the back of these properties.

Cheri Fulton, 320 Holly Street, reported that she provide the Council with documents regarding the drainage problems at the Eastridge Subdivision. She claimed that a former Town employee told her that the east ditch on this development is the responsibility of the Town. The builders did not do the work that they were supposed to for drainage and there is a ½ acre of water above ground on her property and neighboring properties.

Joe Racine, Town Manager, reported that improvements could only be made if the Town Council approved them. This will be a costly project. Engineering would need to occur, easements would need to be obtained and the entire project would need to be completed at one time.

Bonnie Ball, 641 Dahlia Street, reported that she currently lives in the Business (B) zoned district. She would like permission to request and obtain a backyard chicken permit, which is not allowed in this zoning district.

Joe Racine, Town Manager, reported that the B zoned district allows residential use with the permission of the Planning Commission for a non-conforming use. Backyard Chicken Permits specifically state that they are only permitted in residential zoned districts. Ms. Ball has two options. One she can ask the Planning Commission for approval in the B district and/or concurrently the Town Council could create an ordinance to allow for this type of permit in this district. With the direction of the Town Council, the staff will walk her through this process. The unanimous consensus of the Town Council is to go to the Planning Commission regarding this and amend the ordinance.

1) CONSENT AGENDA

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

- a. Town Council Minutes, Regular Meeting, July 6, 2016
- b. Payment of Bills

Councilmember Chavez made a motion, seconded by Councilmember Cole to approve the Consent Agenda.

The vote was as follows:

Aye: Councilmembers Hargis, Chavez, Stell, Cole, Hamilton, and Mayor Patch

Nay - None

Mayor Patch declared the motion carried.

2) GENERAL BUSINESS

- a. Presentation of 2015 Audit, Wendy Swanhorst, Swanhorst & Company

Wendy Swanhorst, Swanhorst & Company, reported that her company completed the Town of Hudson's 2015 audit. The management letter explains the process. The letter gives opinions that the Town's numbers are fairly stated, fraud was not detected, and the accounting records look good.

Joe Racine, Town Manager, reported that the Town successfully achieved the ability to maintain one year of general fund expenses in the bank, as recommended by the auditors.

Lorraine Trotter, Professional Management Services, prepared the Management's Discussion and Analysis portion of the audit. She reported her report conforms with governmental polices as per GASB, the Governmental Accounting Standards Board. The Town has a healthy net position and the audit is an anchor to the budget. The report also highlights the tax base that it takes to run government operations and gives and economic outlook.

b. Engagement Letter for Bond Counsel Services, Butler Snow, LLP

Joe Racine, Town Manager, reported that Dee Wisor has been the Town's bond counsel, including service to the Town on the initial street paving bonds. Mr. Wisor's firm, Butler Snow, LLP, is working on the proposed bond refinance. This would provide for an engagement letter agreement for those services. The cost of the services would be rolled into the new bond issue.

Councilmember Stell made a motion, seconded by Councilmember Hargis to approve the Engagement Letter for Bond Counsel Services, Butler Snow, LLP

The vote was as follows:

Aye: Councilmembers Stell, Hargis, Cole, Hamilton, Chavez, and Mayor Patch

Nay – None

Mayor Patch declared the motion carried.

c. Resolution No. 16-17, Fees for VIN Check and Finger Printing

Josh Ferguson, Deputy Marshal, reported that the Town does not currently have a fee schedule for VIN checks and finger printing. He reported that they frequently receive these requests. There is a memo that Marshal Flot created detailing the fees. Marshal Flot included a fee for out of town VIN inspections to be \$30.00. Deputy Ferguson reported that per statute the fee for certified VIN inspections could not exceed \$20.00.

Corey Hoffmann, Town Attorney, reported that the resolution could be revised to reflect the \$20.00 fee for out of town certified VIN inspections.

d. Discussion: Proposed Sale of Town-owned Property

Joe Racine, Town Manager, reported that this item was removed from the agenda.

e. Contract Addendum 1, Clear Water Solutions – Water Supply Plan

Joe Racine, Town Manager, reported that Clear Water Solutions is the Town's water resources engineering consultant. One of the tasks for them that is anticipated in the 2016 budget is completion of the Town's raw water supply plan. The agreement is an addendum to Clear Water's base contract for services. It proves for a long-term supply plan to be produced for a not to exceed fee of \$35,611. This fee is within the amount budgeted for the project.

Councilmember Chavez made a motion, seconded by Councilmember Stell to approve the Contract Addendum 1, Clear Water Solutions – Water Supply Plan

The vote was as follows:

Aye: Councilmembers Chavez, Stell, Hargis, Cole, Hamilton, and Mayor Patch

Nay – None

Mayor Patch declared the motion carried.

f. Agreement for professional services, Mark Kieffer, Sanderson-Stewart

Joe Racine, Town Manager, reported that Mark Kieffer is a planning consultant with the firm of Sanderson Stewart, and has proposed to join the team of consultants that will be analyzing the proposed annexation of the Pioneer property. Mr. Keiffer has experience in working with growth communities, including Parker, Black Hawk and Williston, North Dakota. Corey Hoffmann recommended Mr. Kieffer to the Town as he has worked with him Parker and Black Hawk. His fees are \$135.00 per hour and he plans to spend approximately 40-60 hours working on this project.

Councilmember Hargis made a motion, seconded by Councilmember Stell to approve the Agreement for professional services, Mark Kieffer, Sanderson-Stewart

The vote was as follows:

Aye: Councilmembers Hargis, Stell, Chavez, Cole, Hamilton, and Mayor Patch

Nay – None

Mayor Patch declared the motion carried.

g. Discussion, possible November ballot questions

Joe Racine, Town Manager, reported that staff received a request to pass on to the Council ideas for three possible ballot questions for this November's coordinated election. The questions include, exemption from the prohibitions in Senate Bill 05-152 that restrict local government's involvement in providing broadband internet services, establishment of a lodging tax and designation of a portion of the Town's existing sales tax for capital facilities at Hudson's elementary school.

Town Council and staff discussed the ballot questions and the consensus was to continue the discussion on the questions until the next meeting. The Weld County Elections department has already been notified to hold a place on the ballot for the Town if it decides to put these questions on the ballot.

Corey Hoffmann, Town Attorney, reported that he would prepare the ballot language for the ballot questions and have them available at the next Council meeting.

3) STAFF REPORTS

Joe Racine, Town Manager, reported the bond refinance is on track. The construction plans for the new town hall should be 100% complete and the contractor is still getting bids from subcontractors. The guaranteed maximum price on the project is expected to be provided to the Town by July 29th. This will be discussed at the next Council meeting as an addendum to the original contract. If the cost is high and contingency is exceeded than the Town would delete items from the project. The Town will hire consultants to put furniture packages together. Town staff will be responsible for the interior furnishings. The 2012 CDOT grant money is still available and the project is being discussed. KBN is updating the design and plans to be done with this in August. There is \$250,000.00 left in the grant and if the project goes through there will need to be a budget amendment.

Corey Hoffmann, Town Attorney, reported that on Tuesday, July 26, 2016 there will be a status conference with all involved parties regarding the High Plains Library District. If a settlement agreement is reached, it will be subject to the approval the Council.

Hunter Fobare, Utility and Public Works Director, reported that the shallow is almost complete. New tires have been installed on the mower. Water meters are still being installed and to date there are about 370 complete. He will be doing interviews next week for a public works position. He received a call from the excavating company working on the Ritchey Storage project because they had no water pressure. This was because they tapped into the wrong line. KBN has looked at this and bids will be requested to get this problem resolved.

Chris Hamilton, Councilmember, asked Joe Racine if any more information was available regarding Eastridge drainage issues.

Joe Racine, Town Manager, reported that he found the original taped recording and there was no discussion on the drainage plan on the recording.

Corey Hoffmann, Town Attorney, reported that he will review the original plat. It is unclear whether drainage work was the responsibility of the Town or considered a Public Improvement. He will review how the plat was contemplated to work with the drainage.

Maria Chavez, Councilmember, reported that the Weld Central RE-3J Campaign Meeting will be held on Wednesday, July 27, 2016.

ADJOURNMENT

The meeting adjourned at approximately 7:31 p.m.

TOWN OF HUDSON, COLORADO

Mayor

ATTEST

Town Clerk Pro-Tem

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 |
|------------------|--------------|---------------|------------------------------------|----------------|--------------------------------------|--------------------|--------------|
| 07/29/2016 | 51971 | 1122 | Zamar Screen Printing Inc. | 15814 | Groundbreaking Promotional | 10-69-6730 | 971.72 |
| Total 51971: | | | | | | | 971.72 |
| 07/29/2016 | 51972 | 1330 | American Disposal Services of Co | 070116-3819 | Trash Service - 557 Ash Street | 10-64-6633 | 38.00 |
| 07/29/2016 | 51972 | 1330 | American Disposal Services of Co | 07-1-2016-38 | WW Trash | 75-68-6633 | 100.00 |
| Total 51972: | | | | | | | 138.00 |
| 07/29/2016 | 51973 | 2 | Atmos Energy | 7-11-16-4001 | Natural Gas Utility - 258 5th Ave. | 10-68-6412 | 16.37 |
| 07/29/2016 | 51973 | 2 | Atmos Energy | 7-12-16-3014 | Natural Gas Utility - 557 Ash Street | 10-64-6412 | 51.17 |
| 07/29/2016 | 51973 | 2 | Atmos Energy | 7-12-16-3014 | Natural Gas Utility - 557 Ash Street | 70-64-6412 | 51.16 |
| Total 51973: | | | | | | | 118.70 |
| 07/29/2016 | 51974 | 1285 | Billie Stam | 7-26-16 | Mileage | 10-69-6213 | 58.54 |
| Total 51974: | | | | | | | 58.54 |
| 07/29/2016 | 51975 | 888 | Browns Hill Engineering & Control | 11670 | Headwork repair | 75-68-6652 | 1,467.45 |
| Total 51975: | | | | | | | 1,467.45 |
| 07/29/2016 | 51976 | 1148 | CDPHE | FGD2016842 | Drinking Water Fee - CO0162359 | 70-64-6415 | 310.00 |
| Total 51976: | | | | | | | 310.00 |
| 07/29/2016 | 51977 | 30 | Century Link | 7-7-16-303-5 | Telephone Service - 303-536-4003 | 75-68-6410 | 102.22 |
| 07/29/2016 | 51977 | 30 | Century Link | 7-7-16-303-5 | Telephone Service - 303-536-4753 | 10-64-6410 | 68.89 |
| 07/29/2016 | 51977 | 30 | Century Link | 7716-303-53 | Telephone Service - 303-536-9311 | 75-68-6410 | 81.96 |
| 07/29/2016 | 51977 | 30 | Century Link | 7-7-16-303-5 | Telephone Service - 303-536-9365 | 70-68-6410 | 53.91 |
| 07/29/2016 | 51977 | 30 | Century Link | 7-7-2016-303 | Telephone Service - 303-536-9311 | 70-64-6410 | 81.96 |
| Total 51977: | | | | | | | 388.94 |
| 07/29/2016 | 51978 | 108 | CIRSA | 161223 | CDo Claim #PC5023963-1 | 10-68-6310 | 1,000.00 |
| 07/29/2016 | 51978 | 108 | CIRSA | 161223 | W Claim # PC 5027823-1 | 70-68-7740 | 1,000.00 |
| 07/29/2016 | 51978 | 108 | CIRSA | 161280 | Vehicle Charge - 2nd Quarter | 10-68-6310 | 605.00 |
| Total 51978: | | | | | | | 2,605.00 |
| 07/29/2016 | 51979 | 1319 | City of Fort Lupton Rec Dept. | 072816 | Recreation Agreement | 10-69-6730 | 488.30 |
| Total 51979: | | | | | | | 488.30 |
| 07/29/2016 | 51980 | 36 | Colorado Analytical Laboratories I | 160705063 | WW Samples | 75-68-6633 | 214.20 |
| 07/29/2016 | 51980 | 36 | Colorado Analytical Laboratories I | 160707062 | Water Samples | 70-68-6633 | 189.00 |
| 07/29/2016 | 51980 | 36 | Colorado Analytical Laboratories I | 160712062 | WW Samples | 75-68-6633 | 113.40 |
| Total 51980: | | | | | | | 516.60 |
| 07/29/2016 | 51981 | 890 | CPS Distributors Inc. | 2265771-00 | Irrigation Parts | 10-69-6710 | 291.83 |

| Check Issue Date | Check Number | Vendor Number | Payee | Invoice Number | Description | Invoice GL Account | Check Amount |
|------------------|--------------|---------------|--------------------------------|----------------|--|--------------------|--------------|
| Total 51981: | | | | | | | 291.83 |
| 07/29/2016 | 51982 | 33 | DPC Industries Inc. | 737002774-1 | WW Chemicals | 75-68-6710 | 1,004.00 |
| Total 51982: | | | | | | | 1,004.00 |
| 07/29/2016 | 51983 | 1193 | E-470 Public Highway Authority | 2023410845 | Toll | 10-66-6415 | 7.10 |
| Total 51983: | | | | | | | 7.10 |
| 07/29/2016 | 51984 | 1333 | G&G Equipment | 54411 | Mower Parts | 10-69-6710 | 455.14 |
| Total 51984: | | | | | | | 455.14 |
| 07/29/2016 | 51985 | 1265 | Galls LLC | 005728754 | Truck Decaks | 10-66-7734 | 433.14 |
| Total 51985: | | | | | | | 433.14 |
| 07/29/2016 | 51986 | 1336 | GCR Tires & Service | 760-32172 | Tractor tire | 10-69-7736 | 1,578.96 |
| Total 51986: | | | | | | | 1,578.96 |
| 07/29/2016 | 51987 | 134 | Judith A. McGill | 07-28-2016 | Snack for Senior Coffee Time | 10-69-6730 | 45.13 |
| 07/29/2016 | 51987 | 134 | Judith A. McGill | 07-28-2016 | Mileage for Senior Coffee Socialization | 10-69-6213 | 116.64 |
| Total 51987: | | | | | | | 161.77 |
| 07/29/2016 | 51988 | 122 | Newman Traffic Signs | TI-0299996 | Recycle Signs | 10-68-6710 | 195.72 |
| Total 51988: | | | | | | | 195.72 |
| 07/29/2016 | 51989 | 993 | Standard Fence Co. | 64328 | Fence | 70-68-7740 | 3,980.00 |
| Total 51989: | | | | | | | 3,980.00 |
| 07/29/2016 | 51990 | 896 | Swanhorst & Company LLC | 7-15-16 | Partial Billing on Audit - December 31, 2015 | 10-64-6632 | 3,520.00 |
| 07/29/2016 | 51990 | 896 | Swanhorst & Company LLC | 7-15-16 | Partial Billing on Audit - December 31, 2015 | 25-64-6632 | 1,760.00 |
| 07/29/2016 | 51990 | 896 | Swanhorst & Company LLC | 7-15-16 | Partial Billing on Audit - December 31, 2015 | 70-64-6632 | 17,603.00 |
| 07/29/2016 | 51990 | 896 | Swanhorst & Company LLC | 7-15-16 | Partial Billing on Audit - December 31, 2015 | 75-64-6632 | 17,603.00 |
| Total 51990: | | | | | | | 40,486.00 |
| 07/29/2016 | 51991 | 285 | Town of Hudson | 7-2-2016 | YOM Winners | 10-69-6730 | 80.00 |
| 07/29/2016 | 51991 | 285 | Town of Hudson | 7-28-16 | Newsletter Quiz Winners - Volume No. 83 | 10-69-6730 | 100.00 |
| 07/29/2016 | 51991 | 285 | Town of Hudson | 7-28-2016 | Newsletter Quiz Winners - Volume No. 84 | 10-69-6730 | 100.00 |
| Total 51991: | | | | | | | 280.00 |
| 07/29/2016 | 51992 | 90 | TZA Water Engineers Inc. | 0414538.01- | Water Engineering Services | 70-64-6640 | 127.00 |

| Check Issue Date | Check Number | Vendor Number | Payee | Invoice Number | Description | Invoice GL Account | Check Amount |
|------------------|--------------|---------------|----------------------------|----------------|---|--------------------|--------------|
| Total 51992: | | | | | | | 127.00 |
| 07/29/2016 | 51993 | 5 | United Power | 12123 | Install secondary meter at 22900 Service Road | 70-68-7740 | 1,500.00 |
| 07/29/2016 | 51993 | 5 | United Power | 7/21/16-8669 | Electric -Reverse Osmosis Plant | 70-68-6413 | 1,772.72 |
| 07/29/2016 | 51993 | 5 | United Power | 7/21/16-9314 | Hudson Pump Station | 70-68-6413 | 281.60 |
| 07/29/2016 | 51993 | 5 | United Power | 7-21-16-0001 | Hudson Street Lighting | 10-68-6414 | 1,313.98 |
| 07/29/2016 | 51993 | 5 | United Power | 7-21-16-0001 | Gazebo | 10-69-6413 | 24.36 |
| 07/29/2016 | 51993 | 5 | United Power | 7-21-16-0001 | Big Ball Field Lights | 10-69-6413 | 20.00 |
| 07/29/2016 | 51993 | 5 | United Power | 7-21-16-0001 | Well - 22900 Service Rd | 70-68-6413 | 178.49 |
| 07/29/2016 | 51993 | 5 | United Power | 7-21-16-0001 | Lighting - 1100 5th Avenue | 70-68-6413 | 34.39 |
| 07/29/2016 | 51993 | 5 | United Power | 7-21-16-0016 | Water Pump Station - 800 E WCR 16 | 70-68-6413 | 194.40 |
| 07/29/2016 | 51993 | 5 | United Power | 7-21-16-1690 | Lift Station 21507 Hwy 52 | 75-68-6413 | 1,007.98 |
| Total 51993: | | | | | | | 6,327.92 |
| 07/29/2016 | 51994 | 1327 | United Site Services | 114-4175493 | Park Sanolet | 10-69-6633 | 363.86 |
| 07/29/2016 | 51994 | 1327 | United Site Services | 114-4233096 | Porta potty @ Pond | 10-69-6415 | 259.95 |
| Total 51994: | | | | | | | 623.81 |
| 07/29/2016 | 51995 | 536 | Verizon Wireless | 9768451788 | Cell Phone Service - Admin | 10-64-6411 | 17.20 |
| 07/29/2016 | 51995 | 536 | Verizon Wireless | 9768451788 | Cell Phone Service - Mayor Patch | 10-61-6411 | 52.46 |
| 07/29/2016 | 51995 | 536 | Verizon Wireless | 9768451788 | Cell Phone Service - PW | 10-68-6411 | 34.93 |
| 07/29/2016 | 51995 | 536 | Verizon Wireless | 9768451788 | Cell Phone Service - Rec Director Stam | 10-69-6411 | 52.46 |
| 07/29/2016 | 51995 | 536 | Verizon Wireless | 9768451788 | Cell Phone Service- Marshal | 10-66-6411 | 313.63 |
| 07/29/2016 | 51995 | 536 | Verizon Wireless | 9768451788 | Cell Phone Service - PW | 70-64-6411 | 34.93 |
| 07/29/2016 | 51995 | 536 | Verizon Wireless | 9768451788 | Water Ops Cell Phone Service | 70-68-6411 | 34.93 |
| 07/29/2016 | 51995 | 536 | Verizon Wireless | 9768451788 | Wastewater Cell Phone Service | 75-68-6411 | 17.37 |
| Total 51995: | | | | | | | 557.91 |
| 07/29/2016 | 51996 | 293 | Virulent Solutions Inc. | H160719 | Computer, Server Updates and Maintenance | 10-64-6633 | 712.50 |
| Total 51996: | | | | | | | 712.50 |
| 07/29/2016 | 51997 | 1122 | Zamar Screen Printing Inc. | 15820 | Banner & Balloons | 10-69-6730 | 278.80 |
| Total 51997: | | | | | | | 278.80 |
| Grand Totals: | | | | | | | 64,564.85 |

Report Criteria:

Report type: GL detail

Check.Type = {<>} "Adjustment"

MEMORANDUM

2.a.

TO: Hudson Town Council
FROM: Joe Racine, Town Manager
Date: August 3, 2016
Subject: Town Hall Construction Contract Addendum, Guaranteed Maximum Price

Attachments

Staff has been working with Humphries Poli Architects and contractor Fransen Pittman for the past few months on finalizing plans and cost estimates for the new Town Hall project. Under the terms of the Construction Manager/General Contractor (CM/GC) contract the Town, the contractor and the architect collaborate during the design process to design a project that meets the needs of the Town and comes within budget.

When the components of the building have been agreed to, the contractor obtains materials and subcontractor bids and provides the Town with a “guaranteed maximum price” (GMP) for the project in the form of an addendum to the construction contract. As of the time of writing this memo we are working on some last minute changes to bring the price within our budget. Without further deductions, the construction costs are about 8% over our original \$2,958,800 construction cost. Covering that amount would commit all of our budgeted \$230,000 of contingency.

Attached are a “trend log,” listing possible deductive changes that are being considered and the detailed GMP Estimate spreadsheet. The problem with some changes are that they materially impact the quality of the structure, including using a less expensive shingle that will only mean that the Town will incur the cost of re-roofing the building sooner.

Saving a dime now at the cost of a dollar in cost later may not be in the Town’s best interest.

This project is budgeted in 2016. However, since construction will overlap into 2017, a portion of the expense will be carried over into next year’s budget. Also, certain building related costs such as furniture, IT systems, telephone systems, and sound systems will be done under separate contracts in 2017. The construction project will provide the conduits and boxes for telephone, IT and sound.

On the next page is a summary of the budget.

At the meeting we will be able to discuss all of this in more detail, and decide how to proceed. The actual contract addendum form will be sent to Corey Hoffmann for review prior to the meeting and will be provided to the Council in a separate email.

SUMMARY BUDGET

| | ORIGINAL BUDGET | CURRENT ESTIMATE |
|--------------------|----------------------------|-----------------------------|
| Project Management | 51,000 | 51,000 |
| Design | 256,640 | 255,551 |
| Contingency | 230,000 | |
| Construction | 2,958,800 | 3,193,193 |
| | | |
| TOTAL | 3,496,440 | 3,499,744 |
| | | |

I will have more information for Council at the meeting. Hopefully we will be able to proceed with the project within the budget, and having a comfortable amount of contingency money available to carry us through completion.

Remember that the groundbreaking is scheduled for this Saturday from 10:00 to 1:00.

Trend Log

Current Accepted Total **\$3,193,193** % Change
 CD Estimate Total **\$3,193,193**

| Dwg Pkg | Area | System | Rejected | Pending | Accepted |
|---------------|------|-------------|------------|--------------------|------------|
| 100% CD | ALL | Enclosure | \$0 | (\$54,513) | \$0 |
| | | Foundations | \$0 | \$0 | \$0 |
| | | Interiors | \$0 | (\$20,988) | \$0 |
| | | Mech/Elec | \$0 | \$33,950 | \$0 |
| | | Roof | \$0 | (\$21,000) | \$0 |
| | | Site | \$0 | (\$74,933) | \$0 |
| | | Multi | \$0 | \$0 | \$0 |
| TOTALS | | | \$0 | (\$137,484) | \$0 |

| Item # | Drawing Package | Area | System | Date Initiated | Initiated By | Description | Schedule Impact | Change Amount | Date Presented to Owner | Disposition of Change | Related Item | Updated in Drawings? |
|--------|-----------------|------|-----------|----------------|--------------|---|-----------------|---------------|-------------------------|-----------------------|--------------|----------------------|
| CD001 | 100% CD | Site | Site | 7/29/16 | FP | Delete Export/Trucking of Soils Offsite. Waste 3,510 cy of Soil Onsite | | (\$37,500) | 7/29/16 | Pending | | |
| CD002 | 100% CD | Site | Enclosure | 7/29/16 | FP | Deduct To Provide a Board and Batten Fiber Cement Siding Detail in lieu of the Board and Reglet Detail that's Indicated on the Drawings | | (\$16,000) | 7/29/16 | Pending | | |
| CD003 | 100% CD | Site | Site | 7/29/16 | FP | Owner Provided Site Finishing (shown as an allowance in base bid) | | (\$6,500) | 7/29/16 | Pending | | |
| CD004 | 100% CD | Site | Site | 7/29/16 | FP | Add Allowance for Monument Signage | | \$10,000 | 7/29/16 | Pending | | |
| CD005 | 100% CD | Site | Roof | 7/29/16 | FP | Deduct to Provide a Standard Prefabricated Gutter System in lieu of the Gutter Indicated on Sheet 13/A6.04 | | (\$8,000) | 7/29/16 | Pending | | |
| CD007 | 100% CD | Site | Interiors | 7/29/16 | FP | Eliminate Counter Ceiling Doors | | (\$13,268) | 7/29/16 | Pending | | |
| CD008 | 100% CD | Site | Mech/Elec | 7/29/16 | FP | Add for Fire Pump (if required) | | \$10,000 | 7/29/16 | Pending | | |
| CD009 | 100% CD | Site | Roof | 7/29/16 | FP | Deduct for Alternate Tarmko Heritage 30 Yr Dimensional Shingle | | (\$13,000) | 7/29/16 | Pending | | |
| CD010 | 100% CD | Site | Mech/Elec | 7/29/16 | FP | ADD Blue Duct for Underground Supply Air at Council Area | | \$27,150 | 7/29/16 | Pending | | |
| CD011 | 100% CD | Site | Mech/Elec | 7/29/16 | FP | Deduct to Use 1" Conduit in lieu of 1 1/4" conduit for Tele/Data Stubs | | (\$3,200) | 7/29/16 | Pending | | |
| CD012 | 100% CD | Site | Site | 7/29/16 | FP | Eliminate Entry Canopy | | (\$25,837) | 7/29/16 | Pending | | |
| CD013 | 100% CD | Site | Interiors | 7/29/16 | FP | Add for Armstrong Optima ACT (per Spec Data) | | \$3,696 | 7/29/16 | Pending | | |
| CD014 | 100% CD | Site | Interiors | 7/29/16 | FP | Deduct to use Eurospan Ceiling - 1" White Stretch Wall System in lieu of Wall Tech (as specified) | | (\$11,416) | 7/29/16 | Pending | | |
| CD015 | 100% CD | Site | Enclosure | 7/29/16 | FP | Delete (6) Canopy Sunshades | | (\$31,033) | 7/29/16 | Pending | | |
| CD016 | 100% CD | Site | Enclosure | 7/29/16 | FP | Delete Roof Hatch and Ladder (probably not needed and is an extra roof penetration) | | (\$3,430) | 7/29/16 | Pending | | |
| CD017 | 100% CD | Site | Site | 7/29/16 | FP | Eliminate Fire Line Loop and Move Fire Hydrant to South Side of Building | | (\$15,896) | 7/29/16 | Pending | | |
| CD018 | 100% CD | Site | Enclosure | 7/29/16 | FP | Delete Brick Wainscot at Back of Building | | (\$5,400) | 7/29/16 | Pending | | |
| CD019 | 100% CD | Site | Enclosure | 7/29/16 | FP | Eliminate Stainless Steel Drip Edge at Brick | | (\$750) | 7/29/16 | Pending | | |
| CD020 | 100% CD | Site | Enclosure | 7/29/16 | FP | Create Brick Mock Up Panel | | \$600 | 7/29/16 | Pending | | |
| CD021 | 100% CD | Site | Enclosure | 7/29/16 | FP | Use Colored Mortar Instead of Gray | | \$1,500 | 7/29/16 | Pending | | |
| CD022 | 100% CD | Site | Enclosure | 7/29/16 | FP | Install Stucco in lieu of Fiber Cement Siding | | TBD | | | | |
| CD023 | 100% CD | Site | Enclosure | 7/29/16 | FP | Install Thin Brick in lieu of Modular Brick | | TBD | | | | |
| CD024 | | | | | | | | | | | | |
| CD025 | | | | | | | | | | | | |

Hudson Town Hall
GMP Estimate



ESTIMATE DATE: 07/29/16
 BUILDING AREA IN SQ FT: 10000
 DRAWINGS PREPARED BY: Humphries Poli A
 DRAWINGS ARE DATED: 7/8/2016

| DIV NO | DIVISION RECAP | DIVISION TOTAL | \$ PER S.F. | % OF TTL |
|--------------------|---------------------------------|--------------------|-----------------|---------------|
| 1 | General Conditions | 275,003 | \$27.50 | 8.6% |
| 2 | Demolition & Sitework | 608,018 | \$60.80 | 19.0% |
| 3 | Concrete | 149,529 | \$14.95 | 4.7% |
| 4 | Masonry | 104,500 | \$10.45 | 3.3% |
| 5 | Metals | 106,721 | \$10.67 | 3.3% |
| 6 | Carpentry | 368,386 | \$36.84 | 11.5% |
| 7 | Moisture Protection | 169,641 | \$16.95 | 5.3% |
| 8 | Doors, Windows & Glass | 241,326 | \$24.13 | 7.6% |
| 9 | Finishes | 278,746 | \$27.87 | 8.7% |
| 10 | Specialties | 18,204 | \$1.82 | 0.6% |
| 11 | Equipment | 4,625 | \$0.46 | 0.1% |
| 12 | Furnishings | 12,140 | \$1.21 | 0.4% |
| 13 | Special Construction | 0 | \$0.00 | 0.0% |
| 14 | Conveying Systems | 0 | \$0.00 | 0.0% |
| 15 | Mechanical | 416,868 | \$41.69 | 13.1% |
| 16 | Electrical | 320,310 | \$32.03 | 10.0% |
| DIRECT COST | | 3,073,916 | \$307.39 | 96.3% |
| | State & Local Tax EXEMPT | 0 | \$0.00 | 0.0% |
| | Use Tax EXEMPT | 0 | | |
| | Permit & Plan Review Fee EXEMPT | 0 | | |
| | Overhead & Profit | 92,217 | \$9.22 | 2.9% |
| | Construction Contingency 0.0% | 0 | \$0.00 | 0.0% |
| | Performance & Payment Bonds LS | 27,060 | \$2.71 | 0.8% |
| TOTAL COST | | \$3,193,193 | \$319.32 | 100.0% |

| Division 1 General Requirements | | | | | | |
|--|--|--------|------|------------------|----------------|-------------|
| Item Code | ITEM DESCRIPTION | QUAN | UNIT | ITEM TOTAL | \$ PER S.F. | % OF TTL |
| 01 10 00 ADMINISTRATIVE REQUIREMENTS | | | | | | |
| 01 11 01 | Superintendent | 35 | Wks | 115,057 | \$11.51 | 3.6% |
| 01 11 06 | Project Engineer | 12 | Wks | 23,618 | \$2.36 | 0.7% |
| 01 11 07 | Project Coordinator | 9 | Wks | 13,402 | \$1.34 | 0.4% |
| 01 11 00 | Project Manager | 12 | Wks | 42,171 | \$4.22 | 1.3% |
| 01 12 00 FIELD OFFICE EXPENSES | | | | | | |
| 01 12 01 | Courier | 1 | LS | 500 | \$0.05 | 0.0% |
| 01 12 02 | Reproductions/Reprographics | 1 | LS | 850 | \$0.09 | 0.0% |
| 01 12 04 | Field Office Equip. computer, fax, etc.) | 35 | Wks | 2,625 | \$0.26 | 0.1% |
| 01 12 05 | Field Office Supplies | 35 | Wks | 875 | \$0.09 | 0.0% |
| 01 15 00 INSURANCE | | | | | | |
| 01 15 01 | Liability | 2,915 | KS | 22,591 | \$2.26 | 0.7% |
| 01 15 02 | Umbrella | 2,915 | KS | 14,138 | \$1.41 | 0.4% |
| 01 15 03 | Builders Risk | 2,915 | KS | 5,101 | \$0.51 | 0.2% |
| 01 15 04 | Professional Liability | 2,915 | KS | 3,061 | \$0.31 | 0.1% |
| 01 21 00, 01 22 00 TEMPORARY FACILITIES | | | | | | |
| 01 21 01 | Jobsite telephone/Sup. Cell phone/Radios | 8 | Mo | 2,400 | \$0.24 | 0.1% |
| 01 21 02 | Electrical Consumption - By Owner | | EXCL | Not Incl. | | |
| 01 21 03 | Temporary Water | 3 | Mo | 675 | \$0.07 | 0.0% |
| 01 21 04 | Portable chemical toilets | 8 | Mo | 1,720 | \$0.17 | 0.1% |
| 01 21 05 | Temporary Building Heat | 3 | Mo | 15,000 | \$1.50 | 0.5% |
| 01 22 01 | Office trailer | 8 | Mo | 3,600 | \$0.36 | 0.1% |
| 01 22 05 | Temporary storage | 8 | Mo | 2,000 | \$0.20 | 0.1% |
| 01 22 07 | Safety supplies/First Aid | 8 | Mo | 1,200 | \$0.12 | 0.0% |
| 01 22 08 | Water, ice and cups | 8 | Mo | 920 | \$0.09 | 0.0% |
| 01 22 10 | Snow Removal - Not Included | | EXCL | Not Incl. | | |
| 01 31 00 EXECUTION REQUIREMENTS | | | | | | |
| 01 31 02 | Final cleaning | 10,000 | SF | 3,500 | \$0.51 | 0.6% |
| 01 31 06 | Clean glass | 1 | INCL | In Above | | |
| 01 31 10 | Pest Control - Not Included | | EXCL | Not Incl. | | |
| DIVISION 1 TOTALS | | | | 275,003 | \$27.50 | 8.6% |

| Division 2 Site Work | | | | | | | | |
|--|---|-------|-------|------------|-------------|----------|--|--|
| LINE NO. | ITEM DESCRIPTION | QUAN. | UNIT | ITEM TOTAL | \$ PER S.F. | % OF TTL | | |
| 02 32 00 Geotechnical Investigation | | | | | | | | |
| 1 | By Owner | | EXCL | Not Incl. | | | | |
| 02 32 00 | Geotechnical Investigation | | | 0 | \$0.00 | 0.0% | | |
| 02 41 13 Basic Means and Measures | | | | | | | | |
| 1 | Temp Fencing | 1,275 | LF | 5,100 | \$0.51 | 0.2% | | |
| 2 | Fuel Consumption | 8 | MO | 3,200 | \$0.32 | 0.1% | | |
| 02 41 13 | Basic Means and Measures | | | 8,300 | \$0.83 | 0.3% | | |
| 02 41 20 Recycling & Waste Removal (LEED) | | | | | | | | |
| 1 | Waste Recycling Program and Dumpsters | 8 | MO | 12,681 | \$1.27 | 0.4% | | |
| 02 41 20 | Recycling & Waste Removal (LEED) | | | 12,681 | \$1.27 | 0.4% | | |
| 31 00 00 Earthwork | | | | | | | | |
| 1 | Earthwork Pkg | 1 | LS | 149,999 | \$15.00 | 4.7% | | |
| 2 | Site Demolition | 1 | LS | 3,205 | \$0.32 | 0.1% | | |
| 31 00 00 | Earthwork | | | 153,204 | \$15.32 | 4.8% | | |
| 31 10 00 Layout - Site | | | | | | | | |
| 1 | Surveyor | 60 | CMH | 17,890 | \$1.79 | 0.6% | | |
| 31 10 00 | Layout - Site | | | 17,890 | \$1.79 | 0.6% | | |
| 31 23 19 Dewatering | | | | | | | | |
| 1 | Not Included | | EXCL | Not Incl. | | | | |
| 31 23 19 | Dewatering | | | 0 | \$0.00 | 0.0% | | |
| 31 25 00 Erosion/Sedimentation Control (SWMP) | | | | | | | | |
| 1 | Vehicle Tracking Control | 1 | LS | 13,250 | \$1.33 | 0.4% | | |
| 2 | Silt Fence | | INCL | In Above | | | | |
| 3 | Inlet Protection | | INCL | In Above | | | | |
| 4 | Concrete Washout | 4 | EA | 1,800 | \$0.18 | 0.1% | | |
| 5 | Maintain Erosion Control | 8 | MO | 9,018 | \$0.90 | 0.3% | | |
| 6 | Remove Erosion Control | 60 | CMH | 5,977 | \$0.60 | 0.2% | | |
| 7 | Disposal | 2 | EA | 650 | \$0.07 | 0.0% | | |
| 31 25 00 | Erosion/Sedimentation Control (SWMP) | | | 30,695 | \$3.07 | 1.0% | | |
| 31 25 01 Stormwater Inspection & Audit | | | | | | | | |
| 1 | 3rd Party Inspections & Audits | 8 | Mo | 4,000 | \$0.40 | 0.1% | | |
| 31 25 01 | Stormwater Inspection & Audit | | | 4,000 | \$0.40 | 0.1% | | |
| 31 66 13 Light Pole Bases | | | | | | | | |
| 1 | Concrete Light Pole Bases | | INCL | Included | | | | |
| 31 66 13 | Light Pole Bases | | | 0 | \$0.00 | 0.0% | | |
| 31 90 00 Snow removal | | | | | | | | |
| 1 | Not Included | | EXCL | Not Incl. | | | | |
| 31 90 00 | Snow removal | | | 0 | \$0.00 | 0.0% | | |
| 32 12 00 Asphalt Paving | | | | | | | | |
| 1 | Asphalt Paving Pkg | 1 | LS | 109,047 | \$10.90 | 3.4% | | |
| 2 | Striping and Signage | 1 | LS | 2,821 | \$0.28 | 0.1% | | |
| 3 | Traffic Control | 1 | ALLOW | 2,500 | \$0.25 | 0.1% | | |
| 4 | Verify Grading | 20 | CMH | 3,400 | \$0.34 | 0.1% | | |
| 32 12 00 | Asphalt Paving | | | 117,769 | \$11.78 | 3.7% | | |
| 32 16 00 Site Conc. Finishing | | | | | | | | |
| 1 | Site Concrete Pkg | 1 | LS | 122,929 | \$12.29 | 3.8% | | |
| 32 16 00 | Site Conc. Finishing | | | 122,929 | \$12.29 | 3.8% | | |
| 32 32 00 Retaining Walls | | | | | | | | |
| 1 | Retaining Walls - Not Included | | EXCL | Not Incl. | | | | |
| 32 32 00 | Retaining Walls | | | 0 | \$0.00 | 0.0% | | |
| 32 90 00 Landscaping | | | | | | | | |
| 1 | Landscaping & Design Build Irrigation Pkg | 1 | LS | 46,379 | \$4.64 | 1.5% | | |
| 2 | Install Owner Provided Stones | 1 | ALLOW | 3,000 | \$0.30 | 0.1% | | |
| 32 90 00 | Landscaping | | | 49,379 | \$4.94 | 1.5% | | |
| 12 93 00 Site Furnishings | | | | | | | | |
| 1 | Site Furnishings | 1 | ALLOW | 6,500 | \$0.65 | 0.2% | | |
| 2 | Install of Owner Provided Items | | INCL | In Above | | | | |
| 12 93 00 | Site Furnishings | | | 6,500 | \$0.65 | 0.2% | | |
| 33 10 00 Utilities | | | | | | | | |
| 1 | Utilities Pkg | 1 | LS | 84,671 | \$8.47 | 2.7% | | |
| 33 10 00 | Utilities | | | 84,671 | \$8.47 | 2.7% | | |

Division 2 Site Work

| LINE NO. | ITEM DESCRIPTION | QUAN | UNIT | ITEM TOTAL | \$ PER S.F. | % OF TTL | |
|----------|------------------|------|------|--------------------------|----------------|----------------|--------------|
| | | | | DIVISION 2 TOTALS | 608,018 | \$60.80 | 19.0% |

| Division 3 Concrete | | | | | | | | |
|---|--|------|-------|----------------|----------------|-------------|--|--|
| LINE NO. | ITEM DESCRIPTION | QUAN | UNIT | ITEM TOTAL | \$ PER S.F. | % OF TTL | | |
| 03 05 00 Temp. Concrete Weather Prot. | | | | | | | | |
| 1 | Concrete Blankets | 1 | ALLOW | 3,500 | \$0.35 | 0.1% | | |
| 03 05 00 | Temp. Concrete Weather Prot. | | | 3,500 | | | | |
| 03 11 00 Concrete Foundations | | | | | | | | |
| 1 | Footings, Foundation Walls and Structural Pads | 1 | LS | 83,670 | \$8.37 | 2.6% | | |
| 2 | Reinforcement and Accessories | 4 | TN | 7,917 | \$0.79 | 0.2% | | |
| 03 11 00 | Concrete Foundations | | | 91,587 | \$9.16 | 2.9% | | |
| 03 35 00 Concrete Flatwork | | | | | | | | |
| 1 | Slab on Grade - 4" | 1 | LS | 48,752 | \$4.88 | 1.5% | | |
| 2 | Reinforcement and Accessories | | INCL | Included | | | | |
| 3 | Curing and Sawcuts | 1 | LS | 1,750 | \$0.18 | 0.1% | | |
| 03 35 00 | Concrete Flatwork | | | 50,502 | \$5.05 | 1.6% | | |
| 03 45 00 Architectural Precast Concrete Trim | | | | | | | | |
| 1 | Precast Window Sills | 1 | LS | 3,940 | \$0.39 | 0.1% | | |
| 03 45 00 | Architectural Precast Concrete Trim | | | 3,940 | \$0.39 | 0.1% | | |
| DIVISION 3 TOTALS | | | | 149,529 | \$14.95 | 4.7% | | |

| Division 4 Masonry | | | | | | |
|------------------------------|-------------------|------|------|----------------|----------------|-------------|
| LINE NO. | ITEM DESCRIPTION | QUAN | UNIT | ITEM TOTAL | \$ PER S.F. | % OF TTL |
| 04 20 00 Unit Masonry | | | | | | |
| 1 | Masonry Pkg | 1 | LS | 104,500 | \$10.45 | 3.3% |
| 2 | Bell Exhibit Base | | EXCL | Not Incl. | | |
| 04 20 00 | Unit Masonry | | | 104,500 | \$10.45 | 3.3% |
| DIVISION 4 TOTALS | | | | 104,500 | \$10.45 | 3.3% |

| Division 5 Steel | | | | | | | | |
|----------------------------------|--|------|-------|----------------|----------------|-------------|--|--|
| LINE NO. | ITEM DESCRIPTION | QUAN | UNIT | ITEM TOTAL | \$ PER S.F. | % OF TTL | | |
| 05 12 00 Structural Steel | | | | | | | | |
| 1 | Structural Steel Pkg | 1 | LS | 93,931 | \$9.39 | 2.9% | | |
| 2 | Sunshades | | INCL | In Above | | | | |
| 3 | Entrance Canopy | | INCL | In Above | | | | |
| 05 12 00 | Structural Steel | | | 93,931 | \$9.39 | 2.9% | | |
| 05 51 00 Misc Metals | | | | | | | | |
| 1 | Bollards | 1 | LS | 5,690 | \$0.57 | 0.2% | | |
| 2 | Sidewalk Steel Chases | | INCL | Included | | | | |
| 3 | Metal Railings | | INCL | Included | | | | |
| 4 | Architectural Tie Rods at Council Room Trusses | 1 | ALLOW | 5,600 | \$0.56 | 0.2% | | |
| 5 | Anchor Bolts | 1 | LS | 1,500 | \$0.15 | 0.0% | | |
| 05 51 00 | Misc Metals | | | 12,790 | \$1.28 | 0.4% | | |
| DIVISION 5 TOTALS | | | | 106,721 | \$10.67 | 3.3% | | |

| Division 6 Woods & Plastics | | | | | | | | |
|---|---------------------------|------|------|----------------|----------------|--------------|--|--|
| LINE NO. | ITEM DESCRIPTION | QUAN | UNIT | ITEM TOTAL | \$ PER S.F. | % OF TTL | | |
| 06 10 00 Rough Carpentry | | | | | | | | |
| 1 | Misc. Carpentry | 1 | LS | 47,335 | \$4.73 | 1.5% | | |
| 2 | Wood Blocking | | INCL | Included | | | | |
| 3 | Window/Door Blocking | | INCL | Included | | | | |
| 4 | Fire Rated Panels | | INCL | Included | | | | |
| 06 10 00 | Rough Carpentry | | | 47,335 | \$4.73 | 1.5% | | |
| 06 11 00 Wood Framing | | | | | | | | |
| 1 | Wood Framing Pkg | 1 | LS | 261,808 | \$26.18 | 8.2% | | |
| 06 11 00 | Wood Framing | | | 261,808 | \$26.18 | 8.2% | | |
| 06 16 00 Sheathing & Siding | | | | | | | | |
| 1 | Fiber Cement Siding | | INCL | Included | | | | |
| 06 16 00 | Sheathing & Siding | | | 0 | \$0.00 | 0.0% | | |
| 06 40 00 Finish Carp/Arch Woodwork | | | | | | | | |
| 1 | Cabinetry & Millwork Pkg | 1 | LS | 59,243 | \$5.92 | 1.9% | | |
| 2 | Solid Surface Tops | | INCL | In Above | | | | |
| 06 40 00 | Finish Carp/Arch Woodwork | | | 59,243 | \$5.92 | 1.9% | | |
| DIVISION 6 TOTALS | | | | 368,386 | \$36.84 | 11.5% | | |

| Division 7 Thermal & Moisture Protection | | | | | | | | |
|--|--|------|-------|----------------|----------------|-------------|--|--|
| LINE NO. | ITEM DESCRIPTION | QUAN | UNIT | ITEM TOTAL | \$ PER S.F. | % OF TTL | | |
| 07 08 00 Temporary Roof Protection | | | | | | | | |
| 1 | Temporary Roof Protection | 1 | ALLOW | 3,750 | \$0.38 | 0.1% | | |
| 07 08 00 | Temporary Roof Protection | | | 3,750 | \$0.38 | 0.1% | | |
| 07 10 00 Dampproofing & Waterproofing | | | | | | | | |
| 1 | Dampproofing Pkg | 1 | LS | 8,150 | \$0.82 | 0.3% | | |
| 07 10 00 | Dampproofing & Waterproofing | | | 8,150 | \$0.82 | 0.3% | | |
| 07 21 00 Thermal Insulation | | | | | | | | |
| 1 | Thermal Insulation Pkg | 1 | LS | 29,884 | \$2.99 | 0.9% | | |
| 07 21 00 | Thermal Insulation | | | 29,884 | \$2.99 | 0.9% | | |
| 07 26 00 Vapor Retarders | | | | | | | | |
| 1 | Vapor Retarders | | INCL | Included | | | | |
| 07 26 00 | Vapor Retarders | | | 0 | \$0.00 | 0.0% | | |
| 07 31 00 Sloped Roofing | | | | | | | | |
| 1 | Sloped Roofing Pkg | 1 | LS | 40,649 | \$4.06 | 1.3% | | |
| 07 31 00 | Sloped Roofing | | | 40,649 | \$4.06 | 1.3% | | |
| 07 50 00 Flat Roofing | | | | | | | | |
| 1 | Flat Roofing Pkg | 1 | LS | 32,806 | \$3.28 | 1.0% | | |
| 07 50 00 | Flat Roofing | | | 32,806 | \$3.28 | 1.0% | | |
| 07 62 00 Sheet Metal Flashing and Trim | | | | | | | | |
| 1 | Sheet Metal Flashing and Trim - Including Gutters and Downspouts | 1 | LS | 41,442 | \$4.14 | 1.3% | | |
| 07 62 00 | Sheet Metal Flashing and Trim | | | 41,442 | \$4.14 | 1.3% | | |
| 07 72 00 Roof Accessories | | | | | | | | |
| 1 | Roof Hatch | 1 | EA | 2,300 | \$0.23 | 0.1% | | |
| 07 72 00 | Roof Accessories | | | 2,300 | \$0.23 | 0.1% | | |
| 07 81 00 Applied Fireproofing | | | | | | | | |
| 1 | Not Included | | EXCL | Not Incl. | | | | |
| 07 81 00 | Applied Fireproofing | | | 0 | \$0.00 | 0.0% | | |
| 07 84 00 Firestopping | | | | | | | | |
| 1 | Included | | INCL | Included | | | | |
| 07 84 00 | Firestopping | | | 0 | \$0.00 | 0.0% | | |
| 07 92 00 Joint Sealers | | | | | | | | |
| 1 | Building & Joint Sealants Pkg | 1 | LS | 10,560 | \$1.06 | 0.3% | | |
| 07 92 00 | Joint Sealers | | | 10,560 | \$1.06 | 0.3% | | |
| DIVISION 7 TOTALS | | | | 169,541 | \$16.95 | 5.3% | | |

| Division 8 Doors & Windows | | | | | | | | |
|---|---|------|------|----------------|----------------|-------------|--|--|
| LINE NO. | ITEM DESCRIPTION | QUAN | UNIT | ITEM TOTAL | \$ PER S.F. | % OF TTL | | |
| 08 10 00 Doors & Frames | | | | | | | | |
| 1 | Interior Doors & Hardware Pkg | 1 | LS | 71,348 | \$7.13 | 2.2% | | |
| 2 | Unload & Protect, Sort & Distribute | | INCL | Included | | | | |
| 3 | Final Adjustment of Hardware | | INCL | Included | | | | |
| 08 10 00 | Doors & Frames | | | 71,348 | \$7.13 | 2.2% | | |
| 08 33 13 Coiling Counter Doors/Grilles | | | | | | | | |
| 1 | Coiling Counter Doors | 1 | LS | 18,268 | \$1.83 | 0.6% | | |
| 08 33 13 | Coiling Counter Doors/Grilles | | | 18,268 | \$1.83 | 0.6% | | |
| 08 35 13 Folding Doors (Accordion/Fire/Panel/etc.) | | | | | | | | |
| 1 | Accordion Folding Door | 1 | LS | 19,557 | \$1.96 | 0.6% | | |
| 08 35 13 | Folding Doors (Accordion/Fire/Panel/etc.) | | | 19,557 | \$1.96 | 0.6% | | |
| 08 41 13 Entrances & Storefronts | | | | | | | | |
| 1 | Aluminum Storefront Pkg | | EXCL | Not Incl. | | | | |
| 08 41 13 | Entrances & Storefronts | | | 0 | \$0.00 | 0.0% | | |
| 08 50 00 Windows | | | | | | | | |
| 1 | Windows Pkg | 1 | LS | 108,800 | \$10.88 | 3.4% | | |
| 08 50 00 | Windows | | | 108,800 | \$10.88 | 3.4% | | |
| 08 80 00 Glazing | | | | | | | | |
| 1 | Glazing Pkg | 1 | LS | 23,353 | \$2.34 | 0.7% | | |
| 08 80 00 | Glazing | | | 23,353 | \$2.34 | 0.7% | | |
| DIVISION 8 TOTALS | | | | 241,326 | \$24.13 | 7.6% | | |

| Division 9 Finishes | | | | | | | | |
|---|--|------|------|----------------|----------------|-------------|--|--|
| LINE NO. | ITEM DESCRIPTION | QUAN | UNIT | ITEM TOTAL | \$ PER S.F. | % OF TTL | | |
| 09 06 00 Temp. Prot. For New/Existing Finishes | | | | | | | | |
| 1 | Temp. Prot. For New/Existing Finishes | 1 | LS | 5,200 | \$0.52 | 0.2% | | |
| 09 06 00 | Temp. Prot. For New/Existing Finishes | | | 5,200 | \$0.52 | 0.2% | | |
| 09 10 00 Layout - Framing Systems | | | | | | | | |
| 1 | Verify Layout | 40 | CMH | 2,341 | \$0.23 | 0.1% | | |
| 09 10 00 | Layout - Framing Systems | | | 2,341 | \$0.23 | 0.1% | | |
| 09 21 16 Gypsum Board Assemblies | | | | | | | | |
| 1 | Drywall Pkg | 1 | LS | 98,770 | \$9.68 | 3.0% | | |
| 2 | Clean Up Debris and Recycle Scrap Material | 160 | CMH | 6,880 | \$0.69 | 0.2% | | |
| 09 21 16 | Gypsum Board Assemblies | | | 103,650 | \$10.37 | 3.2% | | |
| 09 51 00 Acoustical Ceilings | | | | | | | | |
| 1 | Acoustical Ceiling Pkg | 1 | LS | 22,042 | \$2.20 | 0.7% | | |
| 09 51 00 | Acoustical Ceilings | | | 22,042 | \$2.20 | 0.7% | | |
| 09 24 00 PrtInd Cmnt Plaster/Stucco | | | | | | | | |
| 1 | Stucco Pkg - Underside of Canopy | 1 | LS | 1,500 | \$0.15 | 0.0% | | |
| 09 24 00 | PrtInd Cmnt Plaster/Stucco | | | 1,500 | \$0.15 | 0.0% | | |
| 09 30 00 Tiling | | | | | | | | |
| 1 | Tiling Pkg | | INCL | Included | | | | |
| 09 30 00 | Tiling | | | 0 | \$0.00 | 0.0% | | |
| 09 60 00 Flooring | | | | | | | | |
| 1 | Flooring Pkg | 1 | LS | 47,235 | \$4.72 | 1.5% | | |
| 09 60 00 | Flooring | | | 47,235 | \$4.72 | 1.5% | | |
| 09 80 00 Acoustic Treatment | | | | | | | | |
| 1 | Acoustical Ceiling Treatment at Council Room | 1 | LS | 38,028 | \$3.80 | 1.2% | | |
| 09 80 00 | Acoustic Treatment | | | 38,028 | \$3.80 | 1.2% | | |
| 09 91 00 Painting | | | | | | | | |
| 1 | Painting Pkg | 1 | LS | 50,275 | \$5.03 | 1.6% | | |
| 09 91 00 | Painting | | | 50,275 | \$5.03 | 1.6% | | |
| 09 97 23 Concrete Sealing | | | | | | | | |
| 1 | Polished Concrete Floor | 1 | LS | 8,475 | \$0.85 | 0.3% | | |
| 09 97 23 | Concrete Sealing | | | 8,475 | \$0.85 | 0.3% | | |
| DIVISION 9 TOTALS | | | | 278,746 | \$27.87 | 8.7% | | |

| Division 10 Specialties | | | | | | | | |
|---|-----------------------------------|------|------|---------------------------|---------------|---------------|-------------|--|
| LINE NO. | ITEM DESCRIPTION | QUAN | UNIT | ITEM TOTAL | \$ PER S.F. | % OF TTL | | |
| 10 14 00 Building Signage | | | | | | | | |
| 1 | Interior Signage Pkg | 1 | LS | 5,836 | \$0.58 | 0.2% | | |
| 2 | Parking Lot/Drive Lane Signage | 1 | INCL | In Above | | | | |
| 3 | Exterior Building Mounted Signage | 1 | INCL | In Above | | | | |
| 4 | Monument Signs - Not Included | | EXCL | Not Incl. | | | | |
| 10 14 00 | Building Signage | | | 5,836 | \$0.58 | 0.2% | | |
| 10 21 13 Metal Toilet Compartments | | | | | | | | |
| 1 | Restroom Partitions Pkg | 1 | LS | 4,813 | \$0.48 | 0.2% | | |
| 10 21 13 | Metal Toilet Compartments | | | 4,813 | \$0.48 | 0.2% | | |
| 10 28 13 Toilet Accessories | | | | | | | | |
| 1 | Restroom Accessories Pkg | 1 | LS | 5,765 | \$0.58 | 0.2% | | |
| 10 28 13 | Toilet Accessories | | | 5,765 | \$0.58 | 0.2% | | |
| 10 26 00 Wall and Door Protection | | | | | | | | |
| 1 | Corner Guards | 1 | LS | 1,144 | \$0.11 | 0.0% | | |
| 10 26 00 | Wall and Door Protection | | | 1,144 | \$0.11 | 0.0% | | |
| 10 41 16 Emergency Key Cabinets | | | | | | | | |
| 1 | Knox Box | 1 | EA | 200 | \$0.02 | 0.0% | | |
| 10 41 16 | Emergency Key Cabinets | | | 200 | \$0.02 | 0.0% | | |
| 10 43 16 First Aid Cabinets | | | | | | | | |
| 1 | By Owner | | EXCL | Not Incl. | | | | |
| 10 43 16 | First Aid Cabinets | | | 0 | \$0.00 | 0.0% | | |
| 10 44 00 Fire Protection Specialties | | | | | | | | |
| 1 | Fire Extinguishers & Cabinets | 1 | LS | 446 | \$0.04 | 0.0% | | |
| 10 44 00 | Fire Protection Specialties | | | 446 | \$0.04 | 0.0% | | |
| 10 51 00 Lockers & Benches | | | | | | | | |
| 1 | Lockers Pkg | | EXCL | Not Incl. | | | | |
| 10 51 00 | Lockers & Benches | | | 0 | \$0.00 | 0.0% | | |
| 10 56 00 Storage Assemblies | | | | | | | | |
| 1 | By Owner | | EXCL | Not Incl. | | | | |
| 10 56 00 | Storage Assemblies | | | 0 | \$0.00 | 0.0% | | |
| | | | | DIVISION 10 TOTALS | 18,204 | \$1.82 | 0.6% | |

Division 11 Equipment

| LINE NO. | ITEM DESCRIPTION | QUAN | UNIT | ITEM TOTAL | \$ PER S.F. | % OF TTL |
|----------------------------|--------------------------|------|------|--------------|---------------|-------------|
| 11 31 00 Appliances | | | | | | |
| 1 | Appliances at Break Room | 1 | LS | 4,625 | \$0.46 | 0.1% |
| 11 31 00 | Appliances | | | 4,625 | \$0.46 | 0.1% |
| DIVISION 11 TOTALS | | | | 4,625 | \$0.46 | 0.1% |

Division 12 Furnishings

| LINE NO. | ITEM DESCRIPTION | QUAN | UNIT | ITEM TOTAL | \$ PER S.F. | % OF TTL |
|-----------------------------------|-----------------------|------|------|---------------|---------------|-------------|
| 12 20 00 Window Treatments | | | | | | |
| 1 | Window Treatments Pkg | 1 | LS | 12,140 | \$1.21 | 0.4% |
| 12 20 00 | Window Treatments | | | 12,140 | \$1.21 | 0.4% |
| 12 51 00 Furniture | | | | | | |
| 1 | By Owner | | EXCL | Not Incl. | | |
| 12 51 00 | Furniture | | | 0 | \$0.00 | 0.0% |
| DIVISION 12 TOTALS | | | | 12,140 | \$1.21 | 0.4% |

| Division 15 Mechanical | | | | | | | | |
|--------------------------------------|---|------|-------|----------------|----------------|--------------|--|--|
| LINE NO. | ITEM DESCRIPTION | QUAN | UNIT | ITEM TOTAL | \$ PER S.F. | % OF TTL | | |
| 21 00 00 Fire Suppression | | | | | | | | |
| 1 | Fire Protection Systems Pkg | 1 | LS | 36,350 | \$3.64 | 1.1% | | |
| 2 | Dry Pipe System at Covered Walkway - Not Required | | EXCL | Not Incl. | | | | |
| 21 00 00 | Fire Suppression | | | 36,350 | \$3.64 | 1.1% | | |
| 22 00 00 Plumbing | | | | | | | | |
| 1 | Plumbing Package | 1 | LS | 114,341 | \$11.43 | 3.6% | | |
| 22 00 00 | Plumbing | | | 114,341 | \$11.43 | 3.6% | | |
| 23 00 00 HVAC | | | | | | | | |
| 1 | Mechanical Pkg | 1 | LS | 257,750 | \$25.78 | 8.1% | | |
| 2 | Commissioning by Owner | | EXCL | Not Incl. | | | | |
| 3 | Under Slab Excavation and Concrete for Underground Duct | 1 | LS | 4,077 | \$0.41 | 0.1% | | |
| 23 00 00 | HVAC | | | 261,827 | \$26.18 | 8.2% | | |
| 23 90 00 Temp Heat - Building | | | | | | | | |
| 1 | Temporary Building Heat Pkg - Equipment Allowance Only | 1 | ALLOW | 4,350 | \$0.44 | 0.1% | | |
| 23 90 00 | Temp Heat - Building | | | 4,350 | \$0.44 | 0.1% | | |
| DIVISION 15 TOTALS | | | | 416,868 | \$41.69 | 13.1% | | |

| Division 16 Electrical | | | | | | | | |
|---|-------------------------------------|------|------|---------------------------|----------------|----------------|--------------|--|
| LINE NO. | ITEM DESCRIPTION | QUAN | UNIT | ITEM TOTAL | \$ PER S.F. | % OF TTL | | |
| 26 00 00 Electrical | | | | | | | | |
| 1 | Electrical & Fire Alarm Pkg | | 1 LS | 320,310 | \$32.03 | 10.0% | | |
| 26 00 00 | Electrical | | | 320,310 | \$32.03 | 10.0% | | |
| 26 41 00 Facility Lightning Protection | | | | | | | | |
| 1 | Not Included | | EXCL | Not Incl. | | | | |
| 26 41 00 | Facility Lightning Protection | | | 0 | \$0.00 | 0.0% | | |
| 26 90 00 Temp Power | | | | | | | | |
| 1 | Temp Power - Included in Electrical | | INCL | Included | | | | |
| 2 | Temp Power Consumption - by Owner | | EXCL | Not Incl. | | | | |
| 26 90 00 | Temp Power | | | 0 | \$0.00 | 0.0% | | |
| 27 00 00 Communications | | | | | | | | |
| 1 | Structured Cabling - By Owner | | EXCL | Not Incl. | | | | |
| 27 00 00 | Communications | | | 0 | \$0.00 | 0.0% | | |
| 28 13 00 Access Control | | | | | | | | |
| 1 | Security Access Control - By Owner | | EXCL | Not Incl. | | | | |
| 28 13 00 | Access Control | | | 0 | \$0.00 | 0.0% | | |
| | | | | DIVISION 16 TOTALS | 320,310 | \$32.03 | 10.0% | |

MEMORANDUM

2.b.

TO: Hudson Town Council
FROM: Joe Racine, Town Manager
Date: August 3, 2016
Subject: Continued discussion, Eastridge Subdivision Drainage

As of this time there is nothing more to report on the research into the Eastridge Subdivision drainage issue. I spoke with Jason Murray, the engineer who prepared the original drainage report for the project, and I sent him some background information to refresh his memory. He is with a different company now and has nothing in his files on this project. I also spoke with Rick Gonzalez from RG Engineering, the Town Engineer at the time of the development. He said that they did not have any records from that time.

If authorized by Council, I will begin the process of obtaining a proposal for remedial drainage design. Such design would be the basis for attempting to obtain the necessary easements and for soliciting construction bids.

MEMORANDUM

2.c.

TO: Hudson Town Council
FROM: Joe Racine, Town Manager
Date: August 3, 2016
Subject: Notice of Inquiry, Sparboe Farms project

Attachments

The Town's "Coordinated Planning Agreement" with Weld County provides for a notice to the Town when development is planned in the defined Urban Growth Area (UGA). The Town has the option to require annexation when "development" occurs in the UGA. On July 21st we received a "Notice of Inquiry" from Weld County regarding a redevelopment proposal from Sparboe Farms to demolish 12 barns on their property and to replace them with eight new cage-free barns. This would also increase the capacity of the facility by over 400,000 chickens.

The question asked by the Notice is "Do you wish to annex the property?" The Town has until August 11th to respond to the County. If we do not respond by that date, the County is free to continue with consideration of the development.

The Town has a long and close working relationship with Sparboe Farms. Sparboe uses Town streets for access to its property. In 2009 Sparboe provided the Town with an easement on their property for the new water tank at no cost to the Town.

Hudson is currently working with Sparboe on an agreement to provide out-of-town municipal water service for all or a part of their water demand. We provided them with a draft water service agreement. Sparboe is exploring the possibility and has not made any commitments as of this date. We would not be able to provide municipal sewer for their industrial operation due to the extreme load that it would present.

If annexed, Sparboe would receive law enforcement services from the Town, and it would receive water service at an in-town rate. Sparboe's Hudson property taxes would be about \$60,000 per year at the current valuation.

If the Town responds to Weld County that it wishes to pursue annexation, then the County would stop their review process and defer to the Town for annexation. If the Town decides at this time to waive annexation, or if Sparboe petitions for annexation and the Town decides to not approve it, then Sparboe could pursue approval in the unincorporated County. Another option, suggested by Town Planner Roy Fronczyk, would be to negotiate a pre-annexation agreement with Sparboe, specifying conditions that would be present under which the parties would pursue annexation.

Attached are the Notice of Inquiry, descriptive materials provided by Sparboe, and an overview memo from Roy Fronczyk. A representative from Sparboe will be at the meeting to answer questions.

Received

JUL 21 2016



Notice of Inquiry

Town of Hudson

Development within an Intergovernmental Agreement
Urban Growth Boundary

| | |
|---------------------------------|--|
| <i>Date of Inquiry</i> | 6/23/16 |
| <i>Town Referred to:</i> | Hudson |
| <i>Name of Person Inquiring</i> | Tim Naylor |
| <i>Property Owner</i> | Vince Ruscitti - Sparboe Farms |
| <i>Planner</i> | Diana Aungst |
| <i>Legal Description</i> | E2 Section 35 T2N R65W |
| <i>Legal Parcel #</i> | 1307-35-0-00-003 |
| <i>Major Crossroads</i> | CR 16 and CR 47 (N. Oak Street) |
| <i>Type of Inquiry</i> | Amended USR to expand an egg production facility |

The above person inquired about developing a parcel of land inside your designated Intergovernmental Agreement Urban Growth Boundary. This person has been referred to your community by Weld County Planning to discuss development options on this site.

Weld County Comments: Do you wish to annex this property?

Town/City Comments: _____

Diana Aungst

Signature of Weld County Planner

Signature of Town/City Representative

It is the applicant's responsibility to return the completed form to Weld County.



North Oak Street - Existing Access Points

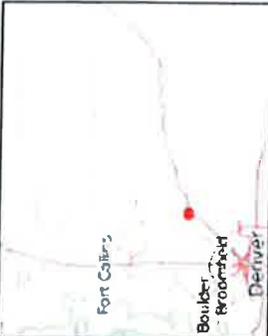


1: 13,729



WGS_1984_Web_Mercator_Auxiliary_Sphere
 © Weld County Colorado

This map is a user-generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION



- Legend**
- Parcels
 - Highway
 - County Boundary

LEGEND

- ◀ = Existing Access Point
- ◁ = Proposed Access Point (NONE)

Notes

Parcel: 130735000003
 Legal: E2 Section 35, T 2N, R 65W
 Property Owner: Sparboe Summit Farms

July 19, 2016

Attn: Joe Racine
557 Ash Street
P.O. Box 351
Hudson, Colorado 80642

RE: AGPRO Project #2716-14

Mr. Racine,

AGPROfessionals is requesting a signed Notice of Inquiry Form as well as a Letter of Verification of the existing access points on North Oak Street. This is regarding a proposed expansion to an existing egg production facility with the legal description as follows:

East ½ Section 35, Township 2 North, Range 65 West

The property is located between Interstate 76 and Weld County Road 16 to the west of North Oak Street.

We will be applying for a Minor Amendment to a Weld County USR to expand the existing egg production facility by replacing twelve (12) of the existing north barns with eight (8) cage-free barns and 2-4 manure storage barns, increasing the permitted capacity. The proposal includes an expansion to the existing egg production building and a second home for a full-time employee. This property is owned by Sparboe Summit Farms.

There will be no additional access points proposed and no additional truck traffic is expected with this amendment as the expansion will allow for more on-site processing.

Please find included a Notice of Inquiry Form and map indicating existing access locations. If you should need further information, please contact me at (970) 535-9318. Please email your response to kbruxvoort@agpros.com and mail the original copy to our office to be included in the application. We appreciate your cooperation.

Sincerely,



Kelsey Bruxvoort
Land Planning Technician

enclosures

MEMORANDUM

To: Hudson Town Council

From: Roy Fronczyk, thru Joe Racine

Date: July 28, 2016

Subject: Notice of Inquiry, Weld County, Sparboe Summit Farms, Minor USR
Amendment

Attachments: NOI Notice; Weld County Pre-Application Review Request

Background

The Coordinated Planning Agreement between the Town of Hudson and Weld County establishes procedures and standards which the parties will use in exercising their land use and related regulatory powers within the unincorporated areas surrounding the Town. The County is required to refer any application for "Development" within the unincorporated area to the Town of Hudson. The definition of "Development" includes any land use requiring regulatory approval such as a change in land use or additional construction and improvement on the property. Excluded from the types of development for referral are an amendment to a plat, a down-zoning (neither of which would create any additional lots), a Recorded Exemption or Subdivision Exemption.

If a request for "Development" meets the above criteria then a "Notice of Inquiry" identifying the nature of the application is sent to the Town. Depending on the nature of the proposal the Town is being asked if the area in question should be considered for Annexation by the Town. If the Town is interested in pursuing annexation, then a process would be initiated to annex the land including requirements described in Colorado State Statutes.

The town has received a Notice of Inquiry for a Minor Amendment to a Site Specific Development Plan Use by Special Review from Sparboe Summit Farms egg production facility. The amendment includes:

- Replacing 12 existing north side barns with 8 cage-free barns,
- Constructing between 2 and 4 manure storage barns,
- Expanding the egg production building,
- Construction of a cooler building, and
- Increasing the capacity of the facility from 1,790,000 layers to 2,200,000 layers.

The applicant submitted a letter highlighting the amendment and Town staff requested and received from Weld County the responses provided by the Applicant in a "Pre-Application Review Request Questionnaire" which provides more in-depth information about the proposed amendment. Both documents are attached.

MEMORANDUM

August 28, 2016

Page 2 of 4

The following are concerns and questions raised in the submittal:

Municipal Boundary

The map submitted by the applicant does not indicate that the Town of Hudson municipal boundary is adjacent along the entire eastern edge of the site along Oak Street and the adjacency makes the property eligible for annexation.

Additionally the south eastern portion of the boundary of the site extends south of I-76. The Town's municipal boundary includes all of the I-76 right of way and the I-76 North Frontage Road. This suggests that the Sparboe Summit Farm property is currently within the Town limits and should be subject to development regulations and property tax liabilities. (See attached map.)

In another mapping omission, the utilities shown in the Oak Street right of way does not identify the 12" water line that serves the Hudson Correctional Facility site.

Traffic Generation and Access

The application indicates that there will be no additional access points to the site other than those driveways that front on Oak Street. However, the applicant fails to acknowledge that access to the facility includes Oak Street, I-76 Frontage Road and through the I-76 Frontage Road and SH 52 intersection. Oak Street and the roadways and intersection of SH 52 and I-76 Frontage Road are Town maintained roadways.

The traffic generation estimates include those associated with operation of the facility such as feed, manure, commodity and chicken trucks. It fails to estimate traffic generated by the 60 full time employees who are employed daily at the site.

There are two main questions to be asked of the property: (1) is the proposed use compatible with our long range master plan; and (2) should the property be considered for annexation to the Town and be afforded the services provided by the town.

Long Range Master Plan.

The Town of Hudson's comprehensive plan is currently undergoing an update and revision. The existing plan map was adopted in 2012 and indicates that the Sparboe Summit Farms property is envisioned as being used for agricultural purposes. The preliminary draft of future land uses discussed with the planning commission identifies the area as being appropriate for non-residential and oil and gas development. (Within the last 3 years the Town has approved a number of Use by Special Review permits for numerous well pad developments in the area.) The current activities on the Sparboe Summit Farm site have been recognized and taken into account in the current and future land use plans for the area and is consistent with those plans.

MEMORANDUM

August 28, 2016

Page 3 of 4

Annexation

The Town needs to respond to Weld County by August 11th on whether the Town **DOES** or **DOES NOT** desire the property to be annexed to the Town.

If the answer is that the Town **DOES NOT** desire the property to be part of the Town, then Sparboe Summit Farms can pursue development approval in Weld County

Should the Town determine that the property **DOES** want to pursue annexation and the applicant is willing to be annexed then the process of annexation according to State of Colorado Statues would be followed.

Annexation of the Sparboe Summit Farms would generate annual tax revenues in the amount of \$59,224. 98 (2016 Assessed Value of Land and Buildings = \$1,951,850.00 (x) Hudson mill levy rate of 30.343).

Should the Town determine that the property **DOES** belong in the Town and the applicant declines to accept the invitation to annex to the town then, per our agreement, Weld County would **NOT** accept the application for development and Sparboe Summit Farm's request for development would be declined.

A fourth option is the formative stage of consideration and involves the creation of a **Pre-Annexation Agreement**. This agreement essentially states that the property owner will annex to the town at such time as when certain conditions are in place. Until the time the referenced stipulations are met the owner would be able to proceed with the proposed development of the property without any additional Town approval.

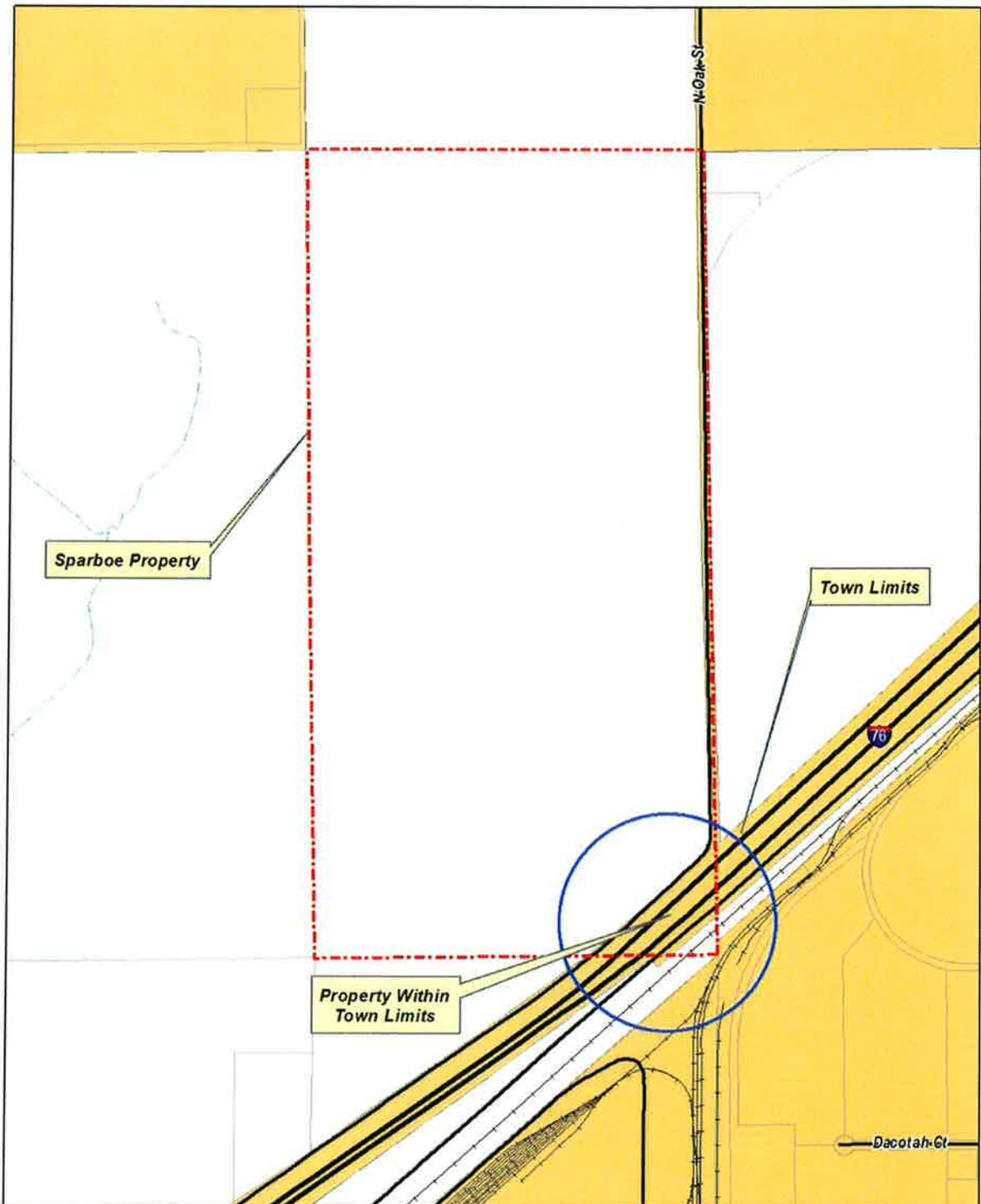
The use of a Pre-Annexation Agreement has not been discussed with the applicant at this time. The Town has never used such an agreement.

Further discussion is expected at the meeting.

MEMORANDUM

August 28, 2016

Page 4 of 4



LOCATION MAP
Sparboe Summit Farms

Town Limits



Map Not to Scale

August 2016

PRE APPLICATION REVIEW REQUEST

- The first meeting with the County's Development Review Team is a Pre-Application review meeting. Anyone with a development idea can schedule a Pre-Application review meeting to get feedback on their idea. Pre-Application meetings are free and are meant to assist property owners and applicants in understanding what is required during development review.
- At the Pre-Application meeting, members of various departments will offer comments on the development proposal. Based on the input from the meeting explaining the requirements for the proposed project, the applicant can then decide if they would like to move forward with a formal Land Use application.
- Pre-Application reviews are typically held Thursdays and Fridays of any given week at the planning department offices at the address at the bottom of this form. Submit the Pre-Application review request form, questionnaire, and map to the planning department. A planner will contact the applicant and set up a date and time for the Pre-Application meeting.
- The application can be mailed, emailed (mmartin@weldgov.com), faxed or dropped off at the Planning Department.
- The week following the Pre-Application meeting, the applicant will receive meeting minutes summarizing the requirements that are specific to the project discussed during the meeting. The comments, from the meeting minutes, assist you in preparing the detailed components of your formal Land Use application.
- Planning Services serves as the coordinating department. Every development proposal application is assigned a planner who serves as the primary point of contact for the project.

| | |
|------------------------|--|
| Office Use Only | |
| Case Number: | |
| Planner: | |

Contact Information:

| | | | |
|----------------------------|--|------------|----------------|
| Name | Kelsey Bruxvoort, AGRPOprofessionals | | |
| Phone | (970) 535-9318 | Fax | (970) 535-9854 |
| Email | kbruxvoort@agpros.com | | |
| Address | 3050, 67th Ave #200, Greeley CO, 80634 | | |
| Project Description | Use by Special Review Minor Amendment | | |

Property Information:

| | | | |
|---------------------------------|-------------------------------------|---------------------|--------------|
| Section-Township - Range | 35-2N-65W | Zoning | Agricultural |
| Parcel Number | 1307-35-0-00-003 | Acreage | 325.03 |
| Site Address | 6339 WCR 47, Hudson, CO 80642 | Water Source | Well |
| Legal Description | 11397 E2 35 65 EXC UPRR RES (9R1RR) | Sewer\Septic | Septic |
| Owner Name | Vince Ruscitti - Sparboe Farms | | |

Is this property currently in violation? Yes No Case Number _____

Preferred date and time for meeting (Thursday or Friday): ASAP

- To view the Weld County Code, please go to www.co.weld.co.us
- To view the Weld County Property Portal, please go to <http://www.co.weld.co.us/maps/propertyinformation/>
- To view other Weld County Planning Cases, please go to <https://accela-aca.co.weld.co.us/citizenaccess/>
- Property Information for the application below can be found on the Weld County Assessor website at <http://www.co.weld.co.us/maps/propertyinformation/>

PRE APPLICATION REVIEW REQUEST

QUESTIONNAIRE:

Answer the following questions on a separate sheet. If a question does not pertain to your use, please respond with "not applicable".

Planning Questions: Planner on Call 970-353-6100x3540

1. Explain, in detail, the proposed use of the property.
2. What are the hours and days of operation? (e.g. Monday thru Friday 8am to 5pm.)
3. List the number of full time and part time employees proposed to work at this site.
4. If shift work is proposed include the number of employees per shift.
5. List the number of people who will use this site. Include contractors, truck drivers, customers, volunteers, etc.
6. If this is a dairy, livestock confinement operation, kennel, etc., List the number and type of animals.
7. Describe the type of lot surface and the square footage of each type. (e.g. asphalt, gravel, landscaping, dirt, grass, buildings)

Engineering Questions: Wayne Howard or Jennifer Petrik 970-353-6100x3540

1. How many roundtrips/day are expected for each vehicle type: Passenger Cars/Pickups, Tandem Trucks, Semi-Truck/Trailer/RV (Roundtrip = 1 trip in and 1 trip out of site)
2. Describe the expected travel routes for site traffic.
3. Describe the travel distribution along the routes (e.g. 50% of traffic will come from the north, 20% from the south, 30% from the east, etc.)
4. Describe the time of day that you expect the highest traffic volumes from above.
5. Describe the existing and proposed (if applicable) direction the water flows within the property.
6. Is there a low spot on the site where water accumulates?

Environmental Health Questions: Lauren Light or Heather Barbare 970-304-6420x2702

1. What is the drinking water source on the property? If utilizing a drinking water well include the well permit number.
2. What type of sewage disposal system is on the property? If utilizing an existing septic system provide the septic permit number.
1. If storage or warehousing is proposed, what type of items will be stored?

Building Questions: Jose Gonzalez 970-353-6100x3540

1. List the type, size (sq ft), and number of existing and proposed structures.
2. Will the existing structures be used for this USR?
3. List the proposed uses of each structure.

MAP:

Show and label the following items:

1. Existing and proposed structures, sizes and uses
2. Existing and proposed parking with dimensions
3. Nearest Public Roads
4. Proposed and Existing Access points
5. Property boundary(s)

Development Review Staff are available to assist the applicant's through this process. For questions, please visit us or call The Department of Planning Services at (970) 353-6100.

**MINOR AMENDMENT TO A SITE SPECIFIC DEVELOPMENT PLAN AND
USE BY SPECIAL REVIEW (USR)
PRE-APPLICATION REVIEW REQUEST QUESTIONNAIRE**

Planning Questions: Planner on Call (970) 353-6100 ex.3540

Explain, in detail, the proposed use of the property.

Plan to expand existing egg production facility by replacing twelve (12) of the existing north barns with eight (8) cage-free barns and increasing the permitted capacity from 1,790,000 layers to 2,200,000 layers. The existing egg production building will be expanded and a cooler building will be added to the site.

What are the hours and days of operation? (e.g. Monday-Friday 8am-5pm)

The facility will operate 24 hours per day. Equipment operations, trucks, shipping and receiving activities and maintenance activities other than emergencies will occur primarily during daylight hours.

List the number of full time and part time employees proposed to work at this site.

Approximately sixty (60) people will work at the site full time.

List the number of people who will use this site. Included contractors, truck drivers, customers, volunteers, etc.

Approximately sixty (60) people will work at the site full time. Suppliers and sales representative will be at the site from time to time.

If this is a diary, livestock confinement operation, kennel, etc., List the number and type of animals.

2,200,000 egg layer hens.

Describe the type of lot surface and the square footage of each type. (e.g. Asphalt, gravel, landscaping, dirt, grass, buildings)

*Site: 320 Acres +/-
Buildings: 878,200 SF +/- (20 acres +/-)
Gravel: 2,285,400 SF +/- (52 acres +/-)
Rangeland: 248 acres +/-*

Engineering Questions:

How many roundtrips/day are expected for each vehicle type: (Roundtrip = 1 trip in and 1 trip out of site.)

Typical vehicles accessing this site include feed delivery trucks and semi-tractors and trailers, employee and owner vehicles, animal product vendors, and ag-related equipment. Operating equipment includes typical farming equipment, tractors, loaders and attachments.

- a. *Semi-Tractor Chicken Trucks: 2-4/mo.*
- b. *Semi-Tractor Feed Trucks: 10-12/wk.*
- c. *Other Commodity Trucks: 10-12/day*
- d. *Manure Trucks: 14/wk.*

Describe the expected travel routes for site traffic.

Access to the site is achieved off the N. Interstate 76 Frontage Road, which becomes N. Oak Street at the south-eastern corner of the site.

Describe the travel distribution along the routes (e.g. 50% of traffic will come from the north, 20% from the south, 30% from the east, etc.)

100% of the traffic will come from the south.

Describe the time of day that you expect the highest traffic volumes from above.

The highest traffic volumes will be from 6 am to 8 am and 4 pm to 6 pm for employees and facility traffic will be dispersed during the day.

Describe the existing and proposed (if applicable) direction the water flows within the property.

Is there a low spot on the site where water accumulates?

The low spot on the property is located to the northeast of the egg processing plant and associated facilities. There are two (2) existing process wastewater ponds located northwest of the facilities.

Environmental Health Questions: Lauren Light or Heather Barbare (970) 304-6420 (ex.2702)

1. What is the drinking water source on the property? If utilizing a drinking water well include the well permit number.

Well water supplied by a Laramie-Fox Hills wells and a shallow alluvial-aquifer well. WP# 7289 R, WP# 054648-F and WP# 63485-F.

2. What type of sewage disposal system is on the property? If utilizing an existing septic system provide the septic permit number.

Existing permitted septic systems, SP-0701094 and SP-0100447.

3. If storage or warehousing is proposed, what type of items will be stored?

Two to four manure sheds are proposed. Waste will be stored on-site as needed. Some chicken litter will be taken off site for composting or given to area farmers for use on their land. No hazardous materials storage is proposed for this site.

Building Questions: Jose Gonzalez (970) 353-6100 (ex.3540)

1. List the type, size (sq. ft.), and number of existing and proposed structures.

*Existing Barns: 410,021 SF
New Barns: 8 barns @ 35675 SF each
Manure Sheds: 2-4 sheds @ 30934 SF each
Egg Production Facility: 62,925 SF
Cooler Building: 8,400 SF
Accessory Buildings: 86,229 SF
2 Residences, each w/ 1 garage: 5107 SF*

2. Will the existing structures be used for the USR?

Twelve (12) existing barns will be replaced by eight (8) cage-free barns. There will be an addition to the existing egg production facility and a new cooler building.

3. List the proposed uses of each structure.

Increasing the permitted capacity of the egg production facilities from 1,790,000 layers to 2,200,000 layers.

Map: Show and label the following items:

1. Existing and proposed structures, sizes and uses
2. Existing and proposed parking with dimensions
3. Nearest Public Roads
4. Proposed and Existing Access points
5. Property boundary(s)



- Legend
- Parcels
 - Highway
 - County Boundary

Notes

1307-35-0-00-003



1: 13,729

This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

2,288.2 Feet

1,144.09

0

EXCERPT FROM 2004 "COORDINATED PLANNING AGREEMENT"

MUNICIPALITY submits no comment or recommendation the COUNTY may assume it has no objection to the proposal. If the MUNICIPALITY submits recommendations, the COUNTY will either include within its written decision the reasons for any action taken contrary to the same or furnish such reasons to the MUNICIPALITY by a separate writing.

3.2 Development Outside Urban Growth Area. To the extent legally possible the COUNTY will disapprove proposals for Urban Development in areas of the MUNICIPAL Referral Area outside the Urban Growth Area. In reviewing proposals for Non-Urban Development in such areas, the COUNTY will apply its Comprehensive Plan and zoning and subdivision ordinances, and, where appropriate, the MUD Plan.

3.3 Development in Urban Growth Area. The following shall apply to proposed Development in the Urban Growth Area:

(a) Upon receipt of any proposal for Development of property then currently eligible for voluntary annexation to the MUNICIPALITY, the COUNTY will, in writing, notify the proponent of the opportunity for annexation and notify the MUNICIPALITY of the proposal. The COUNTY will not consider such proposal for Development unless the applicant or its predecessor has submitted a complete annexation petition and been denied said annexation by the MUNICIPALITY Board or electorate for a substantially similar development on the same property within the preceding twelve (12) months. The COUNTY may consider such a proposal if, after a period of seven months from the date of filing of a complete annexation petition pursued in good faith by the applicant or its predecessor, the MUNICIPALITY has failed to approve or deny such annexation.

(b) The MUNICIPALITY will consider the extension of sanitary sewer service to property in the Urban Growth Area, subject to its rules and regulations, which include provisions requiring a written contract for extraterritorial service and the construction of new mains and other facilities necessary to serve the property with costs assessed in accordance with the MUNICIPALITY'S rules and regulations. MUNICIPALITY agrees to give notice of any proposed change in said rules and regulations to COUNTY twenty-one (21) days prior to adoption.

(c) If the MUNICIPALITY provides municipal water service to property within its boundaries, it will provide water (excluding raw water supplied by another source used for industrial or commercial processes) subject to its current rules and regulations. MUNICIPALITY agrees to give notice of any proposed change in said rules and regulations to COUNTY twenty-one (21) days prior to adoption. Where water furnished by the MUNICIPALITY is received in whole or in part from an outside water provider such as a water district, the MUNICIPALITY shall exercise its obligations under this agreement consistent with the terms of any such agreement. Development in the Urban Growth area shall be required to petition for inclusion into the Northern Colorado Water Conservancy District prior to applying to the MUNICIPALITY for water service. Developer shall also be responsible for constructing any infrastructure necessary to serve the property with municipal water service. The MUNICIPALITY will negotiate in good faith with the water provider to explore ways in which the extension of water service outside MUNICIPALITY boundaries can be coordinated so as to achieve the purposes stated in Section 1 above while still recognizing the rights and obligations of the water provider and its constituents.

MEMORANDUM

2.d.

TO: Hudson Town Council
FROM: Joe Racine, Town Manager
Date: August 3, 2016
Subject: Resolution No. 16-18, Broadband ballot question

As discussed at the last meeting, the attached Resolution No. 16-18 would submit a ballot question to voters this November regarding authority for the Town to provide high speed internet and cable TV services, either directly or with partners. This would be the "opt out" ballot question regarding Senate Bill 05-152 that placed restrictions on local governments' ability to provide these services.

RESOLUTION NO.

16-18

TITLE: A RESOLUTION CALLING A SPECIAL ELECTION FOR NOVEMBER 8, 2016, TO CONINCIDE WITH THE STATE GENERAL ELECTION, SETTING A BALLOT QUESTION AUTORIZING MUNICIPAL BROAD BAND SERVICE, AND SETTING A BALLOT TITLE THEREFOR

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

Section 1. The Town Council hereby calls a special election for Tuesday November 8, 2016, which election shall be coordinated with Weld County.

Section 2. At the special election of Tuesday, November 8, 2016, the following ballot question shall be submitted to the registered electors of the Town of Hudson, Colorado:

Question No. 1:

WITHOUT INCREASING TAXES AND WITHOUT LIMITING ITS HOME RULE AUTHORITY, SHALL THE TOWN OF HUDSON BE AUTHORIZED TO PROVIDE HIGH-SPEED INTERNET (ADVANCED SERVICES), TELECOMMUNICATIONS SERVICES, AND/OR CABLE TELEVISION SERVICES TO RESIDENTS, BUSINESSES, SCHOOLS, LIBRARIES, NONPROFIT ENTITIES AND OTHER USERS OF SUCH SERVICES, EITHER DIRECTLY OR INDIRECTLY WITH PUBLIC OR PRIVATE SECTOR PARTNERS, AS EXPRESSLY PERMITTED BY §§ 29-27-101 TO 304, "COMPETITION IN UTILITY AND ENTERTAINMENT SERVICES," OF THE COLORADO REVISED STATUTES?

YES ___
NO ___

Section 3. The Town Council hereby sets the ballot title for such question in the same form as the question set forth in Section 2 hereof.

INTRODUCED, READ and PASSED this _____ day of _____, 2016.

TOWN OF HUDSON, COLORADO

Raymond Patch, Mayor

ATTEST:

Linnette Barker, CMC, Town Clerk

MEMORANDUM

2.e.

TO: Hudson Town Council
FROM: Joe Racine, Town Manager
Date: August 3, 2016
Subject: Resolution No. 16-19, Lodging Tax

As discussed at the last meeting, the attached Resolution No. 16-19 would submit a ballot question to voters this November regarding establishment of a lodging tax in Hudson. The proposed 3% tax would be assessed on top of normal sales taxes for hotel rooms or accommodations.

To date Council has had no discussions regarding the tax rate to propose nor the purpose for which revenues from the tax should be earmarked. The resolution only says that the tax will be used for general governmental purposes. If Council decides to pursue this ballot question in November, I suggest that we should resolve those questions at this meeting. If taxes are to be used for the benefit of those paying the tax, something like transportation improvements on roadways serving the motel or facilities benefitting the motel guests might be appropriate.

Since we have no history with the new Best Western motel on which to base a revenue estimate, I have prepared the following as a very rough preliminary estimate:

| | |
|----------------------------|----------|
| Rooms: | 87 |
| Average occupancy rate: | 75% |
| Tax rate: | 3% |
| Average room rent: | \$129 |
| Annual gross tax revenue*: | \$92,169 |

* Note that state fees for collection of the tax would be deducted from this gross amount.

RESOLUTION NO.

16-19

TITLE: A RESOLUTION SUBMITTING A LODGING TAX BALLOT ISSUE TO THE REGISTERED ELECTORS OF THE TOWN OF HUDSON AT THE NOVEMBER 8, 2016, SPECIAL ELECTION AND SETTING A BALLOT TITLE THEREFOR

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

Section 1. The Town Council has called a special election for Tuesday, November 8, 2016, which election will be coordinated with Weld County and will coincide with the State general election.

Section 2. At the special election of Tuesday, November 8, 2016, the following ballot issue shall be submitted to the registered electors of the Town of Hudson, Colorado:

Question No. 1:

SHALL THE TOWN OF HUDSON TAXES BE INCREASED _____ DOLLARS (\$_____,000) ANNUALLY IN 2017, AND BY WHATEVER ADDITIONAL AMOUNTS ARE COLLECTED IN SUBSEQUENT YEARS, BY A NEW THREE PERCENT (3%) SALES TAX IMPOSED ONLY ON THE SERVICE OF FURNISHING ROOMS OR ACCOMMODATIONS FOR A FEE (A LODGING TAX), THE PROCEEDS TO BE USED FOR GENERAL GOVERNMENTAL PURPOSES, AND SHALL THE TOWN BE AUTHORIZED TO COLLECT AND SPEND THE FULL PROCEEDS OF SUCH LODGING TAX WITHOUT LIMITATION AND WITHOUT LIMITING THE EXPENDITURE OF ANY OTHER REVENUES OR FUNDS UNDER ARTICLE X, SECTION 20, OF THE COLORADO CONSTITUTION?

Yes _____

No _____

Section 3. The Town Council hereby sets the ballot title for such question in the same form as the question set forth in Section 2 hereof.

INTRODUCED, READ and PASSED this _____ day of _____, 2016.

TOWN OF HUDSON, COLORADO

Raymond Patch, Mayor

ATTEST:

Linnette Barker, CMC, Town Clerk

MEMORANDUM

2.f.

TO: Hudson Town Council
FROM: Linnette Barker, Town Clerk
Date: July 29, 2016
Subject: Resolution 16-20, Memorandum of Intergovernmental Agreement for Conduct of Coordinated Elections

The Intergovernmental Agreement for Conduct of Coordinated Election is due to the Weld County Elections office before August 30, 2016. This agreement would include a ballot question from the Town of Hudson on

Attached is Resolution 16-20, approving the attached intergovernmental agreement (IGA) with Weld County regarding our participation in a coordinated election on November 8, 2016. Ballot questions will be presented to the Board at this meeting.

RESOLUTION NO.

16-20

TITLE: A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN AND WELD COUNTY REGARDING THE CONDUCT OF THE COORDINATED ELECTION TO BE HELD WITH WELD COUNTY ON NOVEMBER 8, 2016

WHEREAS, pursuant to C.R.S. § 29-1-203, governments are authorized to cooperate or contract with one another to provide any function, service, or facility that each is lawfully authorized to do; and

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

Section 1. The intergovernmental agreement between the Town of Hudson and Weld County attached hereto as **Exhibit 1** and incorporated herein by this reference (the "IGA") is hereby approved, and the Mayor is hereby authorized to execute the IGA on behalf of the Town.

INTRODUCED, READ and PASSED this 6th day of August, 2016.

TOWN OF HUDSON, COLORADO

Raymond Patch, Mayor

ATTEST:

Linnette Barker, Town Clerk

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

Town of Hudson, hereinafter referred to as "Jurisdiction," does hereby agree and contract with the Board of County Commissioners of the County of Weld, hereinafter referred to as "Commissioners," and the Weld County Clerk and Recorder, hereinafter referred to as "County Clerk," concerning the administration of the November 8, 2016, General Election conducted pursuant to the Uniform Election Code of 1992 as amended (hereinafter "Code"), and the rules and regulations promulgated thereunder, found at 8 C.C.R. 1505-1. This Agreement is not intended to address or modify statutory provisions regarding voter registration, nor to address or modify the County Clerk's duties thereunder.

WHEREAS, the Jurisdiction desires to conduct an election pursuant to its statutory authority or to have certain items placed on the ballot at an election pursuant to its statutory authority, such election to occur via mail ballot on November 8, 2016; and

WHEREAS, the Jurisdiction agrees to conduct a Coordinated Election with the County Clerk acting as the Coordinated Election Official; and

WHEREAS, the County Clerk is the "Coordinated Election Official," pursuant to § 1-7-116(1), C.R.S., and is to perform certain election services in consideration of performances by the Jurisdiction of the obligations herein below set forth; and

WHEREAS, such agreements are authorized by statute at §§ 1-1-111(3), 1-7-116, 22-30-104(2), 22-31-103, and 29-1-203, et seq., C.R.S.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. The Jurisdiction encompasses territory within Weld County and _____ County. This Agreement shall be construed to apply only to that portion of the Jurisdiction within Weld County.
2. Term of Agreement: This Agreement is intended only to deal with the conduct of the November 8, 2016, General Election.
3. The Jurisdiction agrees to perform the following tasks and activities:
 - a. Conduct all procedures required of the clerk or designated election official for initiatives, referenda, and referred measures under the provisions of §§ 31-11-101 through 31-11-118 and 22-30-104(4), C.R.S.
 - b. To do all tasks required by law of designated election officials concerning nomination of candidates by petition, including, but not limited to: issue approval as to form, where appropriate, of nominating petition; determine candidate eligibility; receive candidate acceptance of nominations; accept notice of intent, petitions for nomination, and affidavits of circulators; verify signatures on nominating petitions; and hear any protests of the nominating petitions, as said tasks are set forth in any applicable provisions of Title 1, Article IV, Parts 8 and 9, and §§ 1-4-501, 22-31-103, and 22-31-107, C.R.S., and those portions of the Colorado Municipal Election Code of 1965, Article X of Title 31, as adopted by reference pursuant to § 1-4-805, C.R.S.
 - c. Establish order of names and questions for Jurisdiction's portion of the ballot and submit to the County Clerk in final form. The ballot content, including a list of candidates, ballot

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

title, and text, must be certified to the County Clerk no later than 60 days before the election, pursuant to § 1-5-203(3)(a), C.R.S.

- d. Accept written comments for and against ballot issues pursuant to §§ 1-7-901 and Article 10, Section 20(3)(b)(v), C.R.S. Comments to be accepted must be filed by the end of the business day on the Friday before the 45th day before the election. Preparation of summaries of written comments shall be done by the Jurisdiction but only to the extent required pursuant to § 1-7-903(3), C.R.S. The full text of any required ballot issue notices must be transmitted to and received by the County Clerk no later than 42 days prior to the election pursuant to § 1-7-904, C.R.S. No portion of this Subsection 3(d) shall require the County Clerk to prepare summaries regarding the Jurisdiction's ballot issues.
- e. Collect, prepare, and submit all information required to give notice pursuant to Colorado Constitution Section 20, Article 10(3)(b), the Taxpayer's Bill of Rights. Such information must be received by the County Clerk no less than 42 days prior to the election to give the County Clerk sufficient time to circulate the information to voters.
- f. Accept affidavits of intent to accept write-in candidacy up until close of business on the 64th day before the election, and provide a list of valid affidavits received and forward them to the County Clerk pursuant to § 1-4-1102(2), C.R.S.
- g. Pay the sum of \$1.25 per registered elector eligible to vote in the Jurisdiction's election as of November 8, 2016, with a \$200 minimum, within 30 days of billing, regardless of whether or not the election is actually held. If the Jurisdiction cancels the election before its Section 20, Article X, the Taxpayer's Bill of Rights, notices are due to the County, and prior to the County Clerk incurring any expenses for the printing of the ballots, the Jurisdiction shall not be obligated for any expenses under this Subsection 3(g) (h). The Jurisdiction shall also be responsible for costs of recounts pursuant to §§ 1-10.5-107, 1-10.5-104, or 1-11-215 C.R.S., except for costs collected from an "interested party" pursuant to § 1-10.5-106 which shall be collected by the entity conducting the recount.
- h. Designate an "election official" who shall act as the primary liaison between the Jurisdiction and the County Clerk and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder.
- i. By approval of this Agreement, any municipality thereby resolves to not use the provisions of the Colorado Municipal Election Code, except as otherwise set forth herein or as its use is specifically authorized by the Code.
- j. Mail ballot issue notices pursuant to § 1-7-906(2) for active registered electors who do not reside within the county or counties where the political subdivision is located.
- k. Carry out all action necessary for cancellation of an election including notice pursuant to § 1-5-208, C.R.S., and pay any costs incurred by the County Clerk within 30 days of receipt of an invoice setting forth the costs of the canceled election pursuant to § 1-5-208(5), C.R.S.

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

- k. Select and appoint a Board of Canvassers to canvass the votes, provided that the Jurisdiction, at its option, may designate one of its members and one eligible elector from the jurisdiction to assist the County Clerk in the survey of the returns for that Jurisdiction. If the Jurisdiction desires to appoint one of its members and an eligible elector to assist, it shall make such appointments, and shall notify the County Clerk in writing of such appointments not later than 15 days prior to the election. The County Clerk shall receive and canvass all votes, and shall certify the results in the time and manner provided and required by the Code. The County Clerk shall perform all recounts required by the Code.

5. Additional Provisions

a. Time of the Essence.

Time is of the essence in this Agreement. The statutory time frames of the Code shall apply to the completion of the tasks required by this Agreement.

b. Conflict of Agreement with Law.

This Agreement shall be interpreted to be consistent with the Code, provisions of Titles 31 and 22 applicable to the conduct of elections, and the Colorado Election Rules contained in 8 C.C.R. 1505-1. Should there be an irreconcilable conflict between the statutes, this Agreement and the Colorado Election Rules, the statutes shall first prevail, then this Agreement and lastly the Colorado Election Rules.

c. Liquidated Damages.

In the event that a Court of competent jurisdiction finds that the election for the Jurisdiction was void or otherwise fatally defective as a result of the sole negligence or failure of the County Clerk to perform in accordance with this Agreement or laws applicable thereto, then the County Clerk shall, as liquidated damage, not as a penalty, refund all payments made, pursuant to Subsection 3(g) of this Agreement and shall, if requested by the Jurisdiction, conduct the next Coordinated Election which may include any election made necessary by a defect in the election conducted pursuant to this Agreement with no fee assessed to the Jurisdiction. This remedy shall be the sole and exclusive remedy for damages available to the Jurisdiction under this Agreement.

d. No Waiver of Privileges or Immunities.

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§ 24-10-101 et seq., as applicable now or hereafter amended, or any other applicable privileges or immunities held by the parties to this Agreement.

e. No Third Party Beneficiary Enforcement.

It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

f. Entire Agreement, Modification, Waiver of Breach.

This Agreement contains the entire Agreement and understanding between the parties to this Agreement and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal, or other alteration of or to this Agreement and any attached exhibits shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned parties. No breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party hereto, or waiver of, a breach by any other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other, or subsequent, breach.

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

- g. Notice provided for in this Agreement shall be given by the Jurisdiction to Adam Gonzales of the Weld County Clerk and Recorders Office by phone:

Phone: (970) 400-3178

Additional Contact Information:

Fax: (970) 304-6566

E-mail: agonzales@weldgov.com

Address: PO Box 459, Greeley, CO 80632

Notice provided for in this Agreement shall be given to the Jurisdiction election official referred to in Subsection 3(h) of this Agreement by phone:

Designated Election Official for Jurisdiction: _____

Phone: _____

Additional Contact Information:

Fax: _____

E-mail: _____

Address: _____

DATED this _____ day of _____, 2016.

WELD COUNTY CLERK AND RECORDER

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF WELD COUNTY

Carly Koppes, Clerk and Recorder

Mike Freeman, Chair

APPROVED AS TO FORM:

ATTEST: _____
Clerk to the Board of County Commissioners

County Attorney

Deputy Clerk to the Board

Town of Hudson

APPROVED AS TO FORM:

ATTEST:

Attorney for Jurisdiction (Signature)

Designated Election Official for Jurisdiction
(Signature)

2016 GENERAL ELECTION IMPORTANT DATES



Weld County will conduct a Mail Ballot election on November 8, 2016. The Intergovernmental Agreement (IGA) for this election is enclosed. Please sign and return it to the Weld County Clerk & Recorder by August 30, 2016.

Please submit your ballot content, candidates and questions, and ballot issue information on hard copy and one of the following (your information will be directly loaded onto the ballot from one of these):

1. as an E-Mail attachment (agonzales@weldgov.com)
2. on disk

We can accept the **BALLOT** and **TABOR** information in **WORD** format.

The following is a calendar of important dates for you to remember this year:

- | | |
|----------|---|
| July 29 | Last day to notify the County Clerk that you will be participating in the General Election C.R.S. 1-7-116(5); 1-1-106(5) |
| Aug. 30 | Last day to sign IGA for General Election C.R.S. 1-7-116(2) |
| Sept. 9 | Last day for each Political Subdivision to certify ballot order and content to County Clerk C.R.S. 1-5-203(3)(a) |
| Sept. 27 | Final day for Designated Election Official (DEO) to submit ballot issue (pros/cons) information to County Clerk C.R.S. 1-7-904 |
| Oct. 7 | Last day for County Clerk to Mail ballot issue information to all registered voters Article X Section 20(3)(b), C.R.S. 1-1-106(5) |
| Oct. 17 | First day ballots may be mailed to voters, expect UOCAVA voters. C.R.S. 1-7.5-107(3)(a)(I) |
| Oct. 19 | Last day for County Clerk to publish legal notice. C.R.S. 1-7.5-107(2.5)(a)(I) |
| Oct. 24 | First day Voter Service and Polling Centers must be open C.R.S. 1-5-102.9(2) |
| Nov. 5 | First day Drop-off locations must be open C.R.S. 1-5-102.9(4)(b)(I)(B) |
| Nov. 8 | ELECTION DAY!!!!!! (Service Centers and Drop Off locations open 7am-7pm) |

Unofficial election results will be available election night on our website – <http://www.weldgov.com>. If you have any questions, please do not hesitate to call.

MEMORANDUM

TO: Hudson Town Council 2.g.

FROM: Linnette Barker, Town Clerk

Date: July 29, 2016

Subject: Resolution 16-21, High Plains Library District

Town Attorney, Corey Hoffmann, is working on this Resolution. More information will be available at the Town Council Meeting on Wednesday, August 3, 2016.