

AGENDA
TOWN OF HUDSON - BOARD OF TRUSTEES
REGULAR MEETING
April 1, 2015 - 6:00 P.M.

PLEDGE OF ALLEGIANCE

CALL TO ORDER AND ROLL CALL

ADDITIONS TO AGENDA

CITIZEN'S COMMENTS

1) CONSENT AGENDA

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

- a. Board of Trustees Minutes – Regular Meeting, March 18, 2015
- b. Payment of Bills

2) PUBLIC HEARINGS

- a. Ordinance No. 15-04, Weld County Road 12.5 Annexation
- b. Ordinance No. 15-06, An Ordinance Vacating Portions of Hickory Street and 10th Avenue

3) GENERAL BUSINESS

- a. Railroad Update, Joe Sloan, Regional Director, Public Affairs BNSF
- b. Purchase Agreement, Lot 3, Bison Highway Minor Subdivision
- c. Notice of Inquiry from Weld County – Concrete Precast Company
- d. Resolution 15-15, A Resolution making certain findings of fact regarding the proposed annexation of a parcel of land to the Town of Hudson, Colorado known as the Weld County Road 12.5 Annexation
- e. Ordinance No. 15-04, Second Reading, Weld County Road 12.5 Annexation
- f. Ordinance No. 15-05, Second Reading, An Ordinance Amending Article 7 of Chapter 4 of the Hudson Municipal Code to Provide for Impact Fee Credits for Development Anticipated to Produce Above Average Tax Revenues
- g. Ordinance No. 15-06, Second Reading, An Ordinance Vacating Portions of Hickory Street and 10th Avenue
- h. Ordinance No. 15-07, First Reading, An Ordinance approving a lease purchase agreement for water meters and authorizing the execution of documents related thereto.

4) STAFF REPORTS

5) EXECUTIVE SESSION

- a. To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 246-402(e)

6) ADJOURNMENT

Work Session – Mountain States Pipeline & Supply, radio read water meters

MINUTES
TOWN OF HUDSON - BOARD OF TRUSTEES
REGULAR MEETING
March 18, 2015 - 6:00 P.M.

PLEDGE OF ALLEGIANCE

CALL TO ORDER AND ROLL CALL

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

ROLL CALL

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

Town Clerk Pro-Tem, Becky Utecht took roll call, and a quorum of the Mayor and (6) Trustees were present.

Town Staff Present:

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

ADDITIONS TO AGENDA

CITIZEN'S COMMENTS

1) CONSENT AGENDA

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

- a. Board of Trustees Minutes, Regular Meeting, March 4, 2015
- b. Payment of Bills

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

The vote was as follows:

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

Nay - None

Mayor Patch declared the motion carried.

2) PUBLIC HEARING

- a. Ordinance 15-03, An Ordinance amending Land Development Code Section 16-41(b) to define zoning district boundaries within street right of way, and Section 16-116(a) to provide for maximum height of signs to be specified on site plans

Mayor Patch opened the combined Public Hearing for Ordinance 15-03, An Ordinance amending Land Development Code Section 16-41(b) to define zoning district boundaries within street right of way, and Section 16-116(a) to provide for maximum height of signs to be specified on site plans at 6:02 pm.

Joe Racine, Town Administrator, reported that this ordinance would amend the current land development code to clarify the zoning of street rights of way when rights of way constitute a municipal boundary. Per statutory requirements when a right of way is annexed the property needs to be zoned. Currently, the zoning code specifies zoning district boundaries as being the centerlines of rights of way. A Street that borders unincorporated land on one or both sides there is no zoning to apply to that portion of the right of way bordering the unincorporated land. This Ordinance would apply the zoning of adjoining land within the town to the entire width of the right of way in cases where the street is along a municipal boundary. It would apply the zoning of the nearest district within the town to annexed street segments that are bounded on both sides by land in the unincorporated county.

Joe Racine, Town Administrator, explained that the current land development code sets the maximum height of a sign at 15 feet unless the Board of Adjustments has approved a variance. The issue was raised in the case of an anticipated site plan application for a commercial development that would request a sign in excess of 15 feet. That developer would have to submit a site plan to be approved by both the Planning Commission and the Board of Trustees. The site plan would include the detail of the sign. It would be redundant to also request a variance from the Board of Adjustments.

No public comment.

Mayor Patch closed the Public Hearing at 6:09 pm.

3) GENERAL BUSINESS

- a. Discussion: Sale of Lot 3, Bison Highway Minor Subdivision

Joe Racine, Town Administrator, reported that previously Mark and Lori Skoglund attended a Board of Trustees meeting inquiring about the sale of lot 3, Bison Highway Minor Subdivision. The Board asked that Mr. and Mrs. Skoglund assemble a design team and schedule a follow up meeting with the Board to introduce that team before moving ahead with a real estate purchase agreement.

Mark and Lori Skoglund were present and presented a preliminary site plan for Lot 3, Bison Highway Minor Subdivision. Mr. and Mrs. Skoglund introduced their design team as Wayne Anderson, Architect, and their project engineer.

The Board of Trustees direction was to develop a land sale agreement.

- b. Ordinance 15-02, Second Reading, an Ordinance repealing and reenacting Section 10-55 of the Hudson Municipal Code to create exceptions to the ban on the discharge of firearms within the Town.

Trustee Cole made a motion, seconded by Trustee Hargis to approve Ordinance 15-02, Second Reading, an Ordinance repealing and reenacting Section 10-55 of the Hudson Municipal Code to create exceptions to the ban on the discharge of firearms within the Town.

The vote was as follows:

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

Nay - None

Mayor Patch declared the motion carried.

- c. Ordinance 15-03, Second Reading, an Ordinance amending Land development Code Section 16-41(b) to define zoning district boundaries with street right of way, and Section 16-116(a) to provide for maximum height of signs to be specified on site plans.

Trustee Hamilton made a motion, seconded by Trustee Hargis to approve Ordinance 15-03, an Ordinance amending Land Development Code Section 16-41(b) to define zoning boundaries with street right of way, and Section 16-116(a) to provide for maximum height of signs specified on site plans.

The vote was as follows:

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

Nay - None

Mayor Patch declared the motion carried.

- d. Ordinance 15-04, First Reading, Weld County Road 12.5 Annexation

Joe Racine, Town Administrator, reported that this Ordinance is for the annexation of segments of CR 12.5 that are not within the Town, beginning at the intersection with Highway 52 at the west end of the wastewater lagoon property, east to the I-76 frontage road. Weld County has deeded the entire right of way to the Town, precluding the need for the County to petition for annexation.

Trustee Rossi made a motion, seconded by Trustee Hargis to approve Ordinance 15-04, First Reading, An Ordinance approving and accomplishing the annexation of property known as the Weld County Road 12.5 Annexation upon petition by the owner of the property.

The vote was as follows:

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

Nay - None

Mayor Patch declared the motion carried.

- e. Ordinance 15-05, First Reading, An Ordinance amending Article 7 of Chapter 4 of the Hudson Municipal Code to provide for impact fee credits for development anticipated to produce above average tax revenues.

Joe Racine, Town Administrator, reported that the impact fee credits for development is an economic development measure that would provide would systematic means of relieving developers of some or all of the cost of impact fees in defined circumstances. This would reduce impact fees for new development that is anticipated to produce an above average amount of property and sales tax. This is intended to be fair and to eliminate fees that might be a disincentive for new investment.

Trustee Hamilton made a motion, seconded by Trustee Rossi to approve Ordinance 15-05, First Reading, An Ordinance amending Article 7 of Chapter 4 of the Hudson Municipal Code to provide for impact fee credits for development anticipated to produce above average tax revenues.

The vote was as follows:

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

Nay - None

Mayor Patch declared the motion carried.

- f. Ordinance 15-06, First Reading, An Ordinance vacating portions of Hickory Street and 10th Avenue

Joe Racine, Town Administrator, reported that Ordinance 15-06 provides for vacation of right of way segments of old Hickory Street and CR 12.5 that are no longer needed remnants from the frontage road realignment.

Trustee Hamilton made a motion, seconded by Trustee Hargis to approve Ordinance 15-06, First Reading, An Ordinance vacation portions of Hickory Street and 10th Avenue.

The vote was as follows:

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

Nay - None

Mayor Patch declared the motion carried.

- g. Discussion: Proposed Intergovernmental Agreement with Weld County regarding the WCR 49 Access Control Plan

Joe Racine, Town Administrator, reported the Weld County has expressed a desire to enter into an intergovernmental agreement regarding the administration of the WCR 49 Access Control Plan. Weld County's preference is that all four parties of the plan: Hudson, Kersey, Keenesburg and Weld County be included in the IGA. The County has requested a special meeting of the CR 49 Access Control Plan Policy Committee for March 25, 2015 to discuss ongoing issues with the plan and the IGA. The Board agreed that the IGA should be a two-party agreement with Weld County and should be consistent with the conditions placed on the adoption of the CR 49 Access Control Plan by the Planning Commission.

Mayor Patch and Joe Racine, Town Administrator will attend the special meeting for the WCR 49 Access Control Plan on March 25, 2015.

h. Notice of Inquiry from Weld County – Brad Gutknecht Property

Joe Racine, Town Administrator, reported that the Planning Commission voted unanimously that the Brad Gutknecht property should be annexed to the Town but not at this time. The Planning Commission recommended a pre annexation agreement, which would require the property be annexed at a future time when certain conditions are met.

Joe Racine, Town Administrator, reported that a pre annexation agreement is a new concept. A pre annexation agreement is a recorded agreement with the owner, binding future owners of property, that would require annexation at a future time when specified conditions are met.

Mr. Gutknecht was present and reported that he wants to develop a portion of his property in Weld County and is concerned how process affects his ability to develop.

Mr. Racine reported that the Town needs to reply to Weld County regarding the Notice of Inquiry. Mr. Racine reported that if the Board of Trustees has three options to refer to Weld County:

- 1.) The Town could require annexation, but defer extension of town services to the site due to its location.
- 2.) The Town could waive the requirement for annexation. As with other remote properties, development without annexation raises the long-term specter of the town growing around the site, leaving a "hole" in the town that would continue to be served by the County.
- 3.) The Town could require a pre-annexation agreement. This would require annexation and connection to services when the property becomes contiguous. It would be a binding agreement, recorded in the land records that would apply to future owners of the property.

The Board of Trustees consensus was to recommend responding to the Weld County Notice of Inquiry, for the Brad Gutknecht Commercial Storage Business that development in the County is acceptable with a pre-annexation agreement in place.

i. Notice of Inquiry from Weld County – Lily Farm Fresh Skin Care Products

Joe Racine, Town Administrator, reported that the Planning Commission voted unanimously that the Lily Farm Fresh Skin Care Products property should be annexed to the Town but not at this time. The Planning Commission recommended that a pre annexation agreement, which would require the property be annexed at a future time when certain conditions are met.

Ms. Lily Morgan Cohill was present and indicated that her property would be used as an agricultural site for her Skin Care Products business, and a small commercial building would be used to sell some of her products. Ms. Morgan reported that Town services were not necessary at her property she has a well permit to water the property and would be looking into a septic system.

The Board of Trustees consensus was to recommend the approval of the Weld County Notice of Inquiry, for the Lily Farm Fresh Skin Care Products with a pre-annexation agreement in place.

k. Approval – Dock at Fishing Pond

Ron Allen, Public Works Director, reported that he has been working on quotes for the dock at Fishing Pond. He has received a quote of \$12,230.00 for the dock and \$5,685.00 for installation. Two-thirds of this project will be paid with a Fishing is Fun grant.

Trustee Cole made a motion, seconded by Trustee Hargis to approve the dock at the fishing pond with installation not to exceed \$18,000.00.

The vote was as follows:

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

Nay - None

Mayor Patch declared the motion carried.

4) STAFF REPORTS

Joe Racine, Town Administrator, provided the Board of Trustees with a map that shows oil drilling in the area. The map indicates pending permits for well pads located south of the Hudson Nursery property. Anadarko has purchased 19 acres and has begun to prep the site. The Town of Hudson was not notified by COGCC because Town property is not located in the same section. Mr. Racine will contact Anadarko to work on a Memorandum of Understanding regarding traffic flow.

Joe Racine, Town Administrator, reported that the Planning Commission is moving ahead with the Comprehensive Plan update. He has invited a consulting planner to a work session.

Joe Racine, Town Administrator, reported that BNSF is quickly moving ahead with the siding extension and the construction of the new signal. BNSF will provide a flagging crew when testing the new signal gates.

Joe Racine, Town Administrator, reported that he is working with School District Board to schedule a joint meeting.

Joe Racine, Town Administrator, reported that Corey Hoffmann, Town Attorney will discuss Home Rule during a work session at the April 15, 2015 Regular Board of Trustees Meeting.

Joe Racine, Town Administrator, reported alternate dates for the Board of Trustees retreat. The Board agreed to hold it on August 1, 2015.

Corey Hoffmann, Town Attorney, reported that he has heard from Xcel Energy that they are disputing their inclusion into the Lloyd Land Metropolitan District. They are not eligible for inclusion until annexation.

Ron Allen, Public Works Director, reported that he brought an Arborist into Town to look at the trees. The Arborist will provide a report regarding the trees in Town.

Ron Allen, Public Works Director, reported that he is waiting on bids to use thermo-plastic downtown for the parking lines.

Dan Hamsmith, Economic Development Director, reported that the Easter Egg Hunt will be held on March 28, 2015.

ADJOURNMENT

The meeting adjourned at approximately 7:53p.m.

TOWN OF HUDSON, COLORADO

Mayor

ATTEST

Town Clerk

Report Criteria:

Report type: GL detail

Check.Type = {<>} "Adjustment"

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
03/26/2015	50490	27	United States Postal Service	032615	Newletter Postage	10-69-6620	183.78
Total 50490:							183.78
03/26/2015	50491	45	AT&T	030415-0202	Long Distance Service	10-64-6410	117.12
03/26/2015	50491	45	AT&T	030415-0202	Long Distance Service	10-68-6410	58.57
03/26/2015	50491	45	AT&T	030415-0202	Long Distance Service	70-64-6410	58.57
03/26/2015	50491	45	AT&T	030415-0202	Long Distance Service	70-68-6410	58.56
Total 50491:							292.82
03/26/2015	50492	2	Atmos Energy	031115-3014	Natural Gas Utility - 557 Ash Street	70-64-6412	81.46
03/26/2015	50492	2	Atmos Energy	031115-3014	Natural Gas Utility - 557 Ash Street	10-64-6412	81.47
03/26/2015	50492	2	Atmos Energy	031215-3014	Natural Gas Utilities - 509 Cherry Street	10-68-6412	311.20
Total 50492:							474.13
03/26/2015	50493	683	Bratton's Office Equipment Inc.	30162750	Canon IRC Contract and Meter Charge	10-64-6633	30.00
03/26/2015	50493	683	Bratton's Office Equipment Inc.	30162751	Canon Contract / Meter Charge	10-64-6633	92.64
Total 50493:							122.64
03/26/2015	50494	67	CAACO	031015	Membership Dues	10-66-6211	40.00
Total 50494:							40.00
03/26/2015	50495	46	CarQuest Auto Parts Stores	2057-359991	Meter on Truck	10-68-6633	173.99
03/26/2015	50495	46	CarQuest Auto Parts Stores	2057-360056	Lights and Scraper	10-68-6633	8.80
Total 50495:							182.79
03/26/2015	50496	30	Century Link	030715-4003	Telephone Service - 303-536-4003	75-68-6410	99.46
03/26/2015	50496	30	Century Link	030715-4753	Telephone Service - 303-536-4753	10-64-6410	62.75
03/26/2015	50496	30	Century Link	030715-9311	Telephone Service - 303-536-9311	10-64-6410	78.59
03/26/2015	50496	30	Century Link	030715-9311	Telephone Service - 303-536-9311	70-64-6410	78.59
03/26/2015	50496	30	Century Link	030715-9365	Telephone Service - 303-536-9365	70-68-6410	52.37
Total 50496:							371.76
03/26/2015	50497	36	Colorado Analytical Laboratories I	150303080	Wastewater Samples	75-68-6633	209.70
03/26/2015	50497	36	Colorado Analytical Laboratories I	150310074	Wastewater Samples	75-68-6633	111.60
03/26/2015	50497	36	Colorado Analytical Laboratories I	150318053	Wastewater Samples	75-68-6633	111.60
Total 50497:							432.90
03/26/2015	50498	1037	Colorado Health Medical Group	246314	DOT Physical - Lee Walhus	10-68-6415	75.00
Total 50498:							75.00
03/26/2015	50499	1194	Envirotech Services Inc.	CD20151257	Ice Slicer	10-68-6710	2,547.66
03/26/2015	50499	1194	Envirotech Services Inc.	CD20151284	Ice Slicer	10-68-6710	2,572.55

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 50499:							5,120.21
03/26/2015	50500	53	Farm & Home Lumber	031015	Drills	75-68-6735	505.56
03/26/2015	50500	53	Farm & Home Lumber	031015	Returned Drill	75-68-6735	326.98
03/26/2015	50500	53	Farm & Home Lumber	031015	C02 Alarm and Paper Towels	10-64-6710	139.85
03/26/2015	50500	53	Farm & Home Lumber	031015	Water Truck Repairs, Safety Chains, Locate Supplies	10-68-6735	135.83
03/26/2015	50500	53	Farm & Home Lumber	031015	Gloves, Gloves, Snow Brushes, Shop Supplies	10-68-6710	74.69
03/26/2015	50500	53	Farm & Home Lumber	031015	Sign Tools	10-68-6720	12.60
03/26/2015	50500	53	Farm & Home Lumber	031015	No Parking Signs for Crack Sealing	10-68-6712	21.38
03/26/2015	50500	53	Farm & Home Lumber	031015	Recycle Sign and and Supplies	10-69-6735	41.99
03/26/2015	50500	53	Farm & Home Lumber	031015	Oil Absorbent, Water, Auto Fuse, Blade, Fuse, Vents, Supplies	75-68-6710	502.25
03/26/2015	50500	53	Farm & Home Lumber	031015	Batteries, Supplies, Tape, Bit, Anchors	70-68-6710	140.08
03/26/2015	50500	53	Farm & Home Lumber	031015	Poly Pusher, Ball Valve, PVC, Adapter	70-68-6633	36.03
03/26/2015	50500	53	Farm & Home Lumber	031015	Sign Tools	10-68-6720	.08
Total 50500:							1,283.36
03/26/2015	50501	503	Flowmation Inc.	3476	Equipment Repair	75-68-6652	300.00
Total 50501:							300.00
03/26/2015	50502	54	Fort Lupton City of	FIN2015072	O&M for Joint Water Treatment Facility	70-68-6515	4,854.73
Total 50502:							4,854.73
03/26/2015	50503	396	Gator Rubbish	2852289	Trash Service - 509 Cherry Street	10-68-6633	48.00
03/26/2015	50503	396	Gator Rubbish	285246	Trash Service - 258 5th Avenue	10-68-6633	48.00
03/26/2015	50503	396	Gator Rubbish	286901	Trash Service - 557 Ash Street	10-64-6633	38.00
03/26/2015	50503	396	Gator Rubbish	286907	Trash Service - WW Treatment Plant	75-68-6633	48.00
03/26/2015	50503	396	Gator Rubbish	287023	Trash Service - Lagoon Sewer	75-68-6633	200.00
03/26/2015	50503	396	Gator Rubbish	287102	Portable Toilet - February 2015	10-69-6415	236.00
Total 50503:							618.00
03/26/2015	50504	19	Grainger	9692509558	Parks Supplies	10-69-6710	390.15
Total 50504:							390.15
03/26/2015	50505	840	Ketterling Butherus & Norton Engi	5336	Engineering - Beech Street Improvements	10-64-6640	1,119.45
03/26/2015	50505	840	Ketterling Butherus & Norton Engi	5336	Engineering - Library	23-71-6640	591.50
03/26/2015	50505	840	Ketterling Butherus & Norton Engi	5336	Engineering - Ritchey Project	10-64-6640	104.00
Total 50505:							1,814.95
03/26/2015	50506	492	Linnette Barker	031715	Mileage - Bank and Clerk & Recorder	10-64-6213	31.63
03/26/2015	50506	492	Linnette Barker	031715	Cell Phone - Jan, Feb March 2015	10-64-6410	75.00
Total 50506:							106.63
03/26/2015	50507	1218	Macdonald Equipment Company	C54317	Sweeper Brooms	10-68-6710	234.00

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 50507:							234.00
03/26/2015	50508	84	Mountain States Pipe & Supply	335366-00	New Library Meter	70-68-6710	128.00
03/26/2015	50508	84	Mountain States Pipe & Supply	335972-00	1 Inch Meter - Barn Store Car Wash	70-68-6710	265.40
Total 50508:							393.40
03/26/2015	50509	1146	Rebecca Utecht	032615	Mileage - Bank and Clerks Meeting	10-64-6213	20.70
03/26/2015	50509	1146	Rebecca Utecht	032615	Cell Phone - Jan.,Feb, March 2015	10-64-6410	75.00
Total 50509:							95.70
03/26/2015	50510	342	Roggen Farmer's Elevator Associ	6382	Bulk Delivery Propane - WWTP	75-68-6419	2,128.40
Total 50510:							2,128.40
03/26/2015	50511	49	SAFEbuilt Inc	0019610-IN	Building Permit Fees	10-65-6642	139.45
Total 50511:							139.45
03/26/2015	50512	800	Treatment Technology	169411	Wastewater Chemicals	75-68-6710	2,145.70
Total 50512:							2,145.70
03/26/2015	50513	131	Tribune The	4006968	Hearing Res No. 15-12 - CR 12.5 Annexation	10-65-6620	615.22
03/26/2015	50513	131	Tribune The	4006969	Ordinance Publishing - 15-02 - Firearms	10-64-6620	85.22
03/26/2015	50513	131	Tribune The	4006971	Vacation Ordinance	10-64-6620	488.40
Total 50513:							1,188.84
03/26/2015	50514	5	United Power	031115-1553	Electric - 557 Ash Street	10-64-6413	92.02
03/26/2015	50514	5	United Power	031115-1553	Electric - 557 Ash Street	70-64-6413	92.02
Total 50514:							184.04
03/26/2015	50515	99	USA BlueBook	584404	Bacteria - WWTP	75-68-6710	155.58
03/26/2015	50515	99	USA BlueBook	591526	GEO Pump	75-71-7791	11,504.30
Total 50515:							11,659.88
03/26/2015	50516	1215	Veris Environmental	J001169	Sludge Hauling	75-68-6633	3,595.00
Total 50516:							3,595.00
03/26/2015	50517	536	Verizon Wireless	9742020633	Police Cell Phone Service	10-66-6411	32.05
03/26/2015	50517	536	Verizon Wireless	9742020633	Ops Cell Phone Service	10-68-6411	85.28
03/26/2015	50517	536	Verizon Wireless	9742020633	Water Cell Phone Service	70-64-6411	58.37
03/26/2015	50517	536	Verizon Wireless	9742020633	Water Ops Cell Phone Service	70-68-6411	22.42
03/26/2015	50517	536	Verizon Wireless	9742020633	Wastewater Cell Phone Service	75-68-6411	52.29
Total 50517:							250.41
03/26/2015	50518	293	Virulent Solutions Inc.	H150317	Computer, Server Updates and Maintenance	10-64-6633	617.50

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
03/26/2015	50518	293	Virulent Solutions Inc.	H150319US	External WD Drive	10-64-6633	142.50
Total 50518:							760.00
03/26/2015	50519	13	Weld County Sheriff's Office	030615	Weld County Sherrif's Patrol Time	10-66-6632	17,204.51
Total 50519:							17,204.51
Grand Totals:							56,643.18

Report Criteria:

Report type: GL detail

Check.Type = {<>} "Adjustment"

PUBLIC HEARING
WELD COUNTY ROAD 12.5 ANNEXATION
April 1, 2015

Z.a.

MAYOR:

I WOULD LIKE TO OPEN THE PUBLIC HEARING FOR THE PROPOSED WELD COUNTY ROAD 12.5 ANNEXATION:
(STATE TIME)

MAYOR:

WILL THE CLERK STATE THE PURPOSE OF THE HEARING.

CLERK:

A PUBLIC HEARING FOR THE PURPOSE OF CONSIDERING ORDINANCE NO. 15-04, AN ORDINANCE ANNEXING PROPERTY KNOWN AS THE WELD COUNTY ROAD 12.5 ANNEXATION

:

MAYOR:

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

ADMINISTRATOR:

THE HEARING WAS ADVERTISED IN THE FEBRUARY 23, MARCH 2, MARCH 9, AND MARCH 16, 2015 EDITIONS OF THE GREELEY TRIBUNE

MAYOR:

I WILL FIRST RECOGNIZE THE ADMINISTRATOR TO PRESENT STAFF COMMENTS ON THE PROPOSED ANNEXATION AND TO RESPOND TO QUESTIONS. I WILL THEN RECOGNIZE MEMBERS OF THE AUDIENCE WHO WISH TO SPEAK TO THE BOARD REGARDING THE PROPOSED ANNEXATION. ALL WISHING TO SPEAK MAY

COME FORWARD, ONE AT A TIME, TO THE PODIUM, SIGN IN AND STATE YOUR NAME AND ADDRESS FOR THE RECORD.

DOES THE ADMINISTRATOR HAVE A PRESENTATION.

(STAFF PRESENTATION)

MAYOR:

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

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

MAYOR:

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

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

MAYOR:

THE BOARD WILL CONSIDER ACTION ON THIS MATTER LATER IN THE AGENDA.

NEXT AGENDA ITEM

PUBLIC HEARING

2. b.

**AN ORDINANCE VACATING PORTIONS OF HICKORY STREET AND
10TH AVENUE**

April 1, 2015

MAYOR:

I WOULD LIKE TO OPEN THE PUBLIC HEARING FOR THE PROPOSED ORDINANCE TO VACATE PORTIONS OF HICKORY STREET AND 10TH AVENUE: (STATE TIME)

MAYOR:

WILL THE CLERK STATE THE PURPOSE OF THE HEARING.

CLERK:

A PUBLIC HEARING FOR THE PURPOSE OF CONSIDERING ORDINANCE NO. 15-06, AN ORDINANCE VACATING PORTIONS OF HICKORY STREET AND 10TH AVENUE

:

MAYOR:

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

ADMINISTRATOR:

THE HEARING WAS ADVERTISED IN THE MARCH 16, 2015 EDITION OF THE GREELEY TRIBUNE

MAYOR:

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

STATE YOUR NAME AND ADDRESS FOR THE RECORD.

DOES THE TOWN ADMINISTRATOR HAVE A PRESENTATION FOR THE COMMISSION?

(STAFF PRESENTATION)

MAYOR:

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

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

(PUBLIC COMMENTS)

MAYOR:

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

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

MAYOR:

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

NEXT AGENDA ITEM

MEMORANDUM

3.a.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: April 1, 2015
Subject: Discussion, BNSF issues and projects

Joe Sloan, Regional Director of Public Affairs for BNSF Railway, will be at the meeting to answer questions and to provide information about the recent coal train derailment, and to update the Board on the three railroad improvement projects currently under way: signal and control replacement; siding extension; and pedestrian crossing.

MEMORANDUM

3.b.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: April 1, 2015
Subject: Purchase and Sale Agreement, Lot 3, Bison Highway Minor Subdivision

Attachment

Mark and Lori Skoglund were at the last meeting of the Board of Trustees to introduce their design team and to show the current draft of the site plan they are preparing for the proposed pizza restaurant. The property they are proposing to purchase from the Town is Lot 3 of the Bison Highway Minor Subdivision, located at the NE corner of Hwy 52 and the realigned I-76 Frontage Road. The property contains 1.25 acres. An additional 0.2 acres is proposed to be vacated by Ordinance No. 15-06 that will be considered later in the agenda.

The proposed purchase price for the property is \$82,000, including a \$5,000 earnest money deposit, or approximately \$1.50 per square foot. In addition to the purchase price, the buyer is required by the agreement to bring to closing a Check in the amount of \$27,217.54, payable to Love's, as reimbursement for a pro-rata share of the cost of extending the access to the new frontage road. This property shares access with Love's.

In addition to the purchase price, the agreement provides for specific deadlines:

- April 8th, the Town will provide a title commitment
- April 29th, the Buyer must notify the Town of any defects in the title or other unsatisfactory conditions with the property
- May 13th, the Town's deadline to correct defects
- May 7th, deadline for Buyer to submit complete site plan application
- June 10th, anticipated date of closing

The agreement also provides for reservation by the Town of an easement sufficient to accommodate the existing Love's trucks/cars entry directional sign and electrical feed currently located at the intersection of the entrance drive and the Frontage Road. This sign will be functional in directing access to both the Love's site and this property.

If approved, the buyers will proceed to the site plan stage for their pizza restaurant project. Approval of a site plan by the Town is a pre-condition of closing the deal. In this way the Town has some assurance, though not a guarantee, that the development process is proceeding and that construction of the project will follow shortly after closing. The buyers have indicated that they are very motivated to move forward.

PURCHASE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and executed this 18th day of February, 2015, by and between the TOWN OF HUDSON (the "Town"), and Mark L. Skoglund Lori J. Skoglund and (hereafter referred to collectively as the "Purchaser").

WITNESSETH

WHEREAS, the Town owns approximately 1.2 acres of vacant property, more particularly described as Lot 3, Bison Highway Minor Subdivision, Town of Hudson, County of Weld, State of Colorado, as well as a parcel of vacated right-of-way consisting of approximately .202 acres (collectively, the "Property");

WHEREAS, Purchaser desires to purchase the Property, and the Town desires to sell the Property, subject to the terms and conditions set forth herein below.

NOW, THEREFORE, the parties hereto, for themselves, their successors and assigns, in and for the consideration of the performance of the mutual duties and responsibilities set forth herein, the receipt and adequacy of such consideration being hereby acknowledged, do hereby covenant and agree as follows:

Article 1. Definitions.

The following terms shall have the meanings set forth below:

1.1 Agreement. This Agreement, including the following exhibits attached hereto and hereby made a part hereof:

- Exhibit A – Legal Description of the Property
- Exhibit B – Form of Special Warranty Deed
- Exhibit C – Public Monument Sign Easement

1.2 Due Diligence Period. The time period commencing on the Effective Date and ending on May 13, 2015, as more particularly described in Article 4.

1.3 Infrastructure. All infrastructure to be constructed by the Purchaser to serve the Property in accordance with Town of Hudson land use requirements.

1.4 Permitted Exceptions. Matters of record affecting the Property, applicable governmental restrictions, rights-of-way, easements and encroachments that are accepted by the Purchaser pursuant to Section 6.2 of this Agreement.

1.5 Property. The real property more particularly described as Lot 3, Bison Highway Minor Subdivision, Town of Hudson, County of Weld, State of Colorado, along

with Vacation Parcel No. 6 of the Hickory Street and 10th Avenue Right of Way Vacation and Utility Easement Dedication Plat consisting of approximately .202 acres (the "Vacation Parcel").

1.6 Purchase Price. The purchase price for the Property described in Article 3.

1.7 Title Commitment. The title insurance commitment with respect to the Real Property issued by the Title Company, setting forth the status of title to the Property and showing all liens, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions, and any other matters affecting the Property described in Section 6.2, below.

1.8 Title Company. First Integrity Title Company, 7887 E. Belleview Avenue, Ste. 350, Englewood, CO 80111. Phone: (303) 209-0312

1.9 Title Evidence. The Title Commitment and copies of exceptions with respect to the Property described in Section 6.2 below.

1.10 Title Policy. The Owner's Policy of Title Insurance to be issued pursuant to the Title Commitment, obtained as part of the Title Evidence.

Article 2. Purchase and Sale.

The Town hereby agrees to sell, and Purchaser hereby agrees to purchase the Property upon and subject to the terms and conditions hereinafter set forth.

Article 3. Purchase Price.

3.1 Amount. Purchaser shall pay to the Town as and for the Purchase Price for the Property the total sum of \$82,000.00 (the "Purchase Price"). The Purchase Price is payable in cash or immediately available funds as follows:

3.1.1 An earnest money deposit in the amount of \$5,000.00 paid in the form of certified funds deliverable within five (5) business days of full execution of this Agreement (the "Earnest Money").

3.1.2 The balance of the Purchase Price shall be paid in certified funds at Closing, subject to customary Closing adjustments.

3.2 Form of Deed. The transfer of the Property shall be by special warranty deed in the form attached as **Exhibit B** (the "Deed") for Lot 3, subject to any Permitted Exceptions as described in Section 6.2 of this Agreement, and shall be by Quit Claim Deed for the Vacation Parcel. Provided, however, the Town shall retain any water rights and any mineral interests in the Property, to the extent any such interests exist in the Property. In addition, the Town shall retain a public monument sign easement as generally described in **Exhibit C**, attached hereto and incorporated herein by this reference, sufficient to accommodate the existing entry sign, located

at the corner of the I-76 Frontage Road and the entry drive, and its underground electrical service.

Article 4. Evidence of Title/Due Diligence Period.

4.1 Evidence of Title. The Town shall furnish to Purchaser, at the Town's expense, a current commitment for owner's title insurance policy in an amount equal to the purchase price on or before April 8, 2015 ("Title Deadline"). Purchaser may require of the Town that copies of instruments (or abstracts of instruments) listed in the schedule of exceptions ("Exceptions") in the title insurance commitment also be furnished to Purchaser at Town's expense. This requirement shall pertain only to instruments shown of record in the office of the clerk and recorder of Weld County, Colorado. The title insurance commitment, together with any copies or abstracts of instruments furnished pursuant to this Article 4, constitute the title documents ("Title Documents"). Purchaser must request Town, in writing, to furnish copies or abstracts of instruments listed as Exceptions no later than five (5) business days after Title Deadline. Town will pay the title insurance premium at Closing and have the title insurance policy delivered to Purchaser as soon as practicable after Closing.

4.1.1 Title Review. Purchaser shall have the right to inspect the Title Documents. Written notice by Purchaser of unmerchantability of title or of any other unsatisfactory title condition shown by the Title Documents shall be signed by or on behalf of Purchaser and given to Town on or before April 29, 2015, or within five (5) business days after receipt by Purchaser of any Title Document(s) or endorsement(s) adding new Exception(s) to the title commitment together with a copy of the Title Document adding new Exception(s) to title. If Town does not receive Purchaser's notice by the date(s) specified above, Purchaser accepts the condition of title as disclosed by the Title Documents as satisfactory.

4.1.2 Matters Not Shown by the Public Records. Town shall deliver to Purchaser, on or before the Title Deadline set forth in this Article 4, true copies of all lease(s) and survey(s) in Town's possession pertaining to the Property and shall disclose to Purchaser all easements, liens or other title matters not shown by the public records of which Town has actual knowledge. Purchaser shall have the right to inspect the Property to determine if any third party(ies) has any right in the Property not shown by the public records (such as an unrecorded easement, unrecorded lease, or boundary line discrepancy). Written notice of any unsatisfactory condition(s) disclosed by Town or revealed by such inspection shall be signed by or on behalf of Purchaser and given to Town on or before April 29, 2015. If Town does not receive Purchaser's notice by said date, Purchaser accepts title subject to such rights, if any, of third parties of which Purchaser has actual knowledge.

4.1.3 Right to Cure. If Town receives notice of unmerchantability of title or any other unsatisfactory title condition(s) as provided in subsection 4.1.1 or 4.1.2 above, Town shall use reasonable effort to correct said unsatisfactory title condition(s) prior to the Expiration of the Due Diligence Period (as defined below). If Town fails to correct

said unsatisfactory title condition(s) on or before the date of May 13, 2015 (the "Expiration of the Due Diligence Period"), this Agreement shall then terminate; provided, however, Purchaser may, by written notice received by Town, on or before the Expiration of the Due Diligence Period, waive objection to said unsatisfactory title condition(s).

4.1.4 Phase One Environmental Site Assessment. The Town shall provide to Purchaser the Phase One Environmental Site Assessment of the Property, performed by Terracon Consultants, Inc., and dated January 16, 2014. No additional site assessment will be required of the Town.

4.2 Other Items to be completed by Purchaser During Due Diligence Period. Purchaser, at its sole cost and expense, shall obtain the following data and documentation during the Due Diligence Period.

4.2.1 Purchaser shall undertake all commercially reasonable efforts to determine the terms and conditions upon which the Property shall develop as a pizza restaurant;

4.2.2 Purchaser shall, at its sole cost and expense, commence drainage reports, surveys, engineering tests, inspections, engineering reports and other due diligence items the Purchaser deems necessary to evaluate the Property; and

4.2.3 Purchaser shall undertake additional tasks necessary, in Purchaser's sole discretion, to determine the feasibility of purchasing the Property and developing the Property as a pizza restaurant, including understanding the costs of extending and providing utility services and the normal fees, taxes and development costs associated with developing the Property and constructing the restaurant building.

4.3 Other Items to be Completed by Purchaser After Expiration of the Due Diligence Period But Prior to Closing.

Town of Hudson Land Use Approvals. Purchaser shall prepare and submit to the Town of Hudson, at a minimum, Purchaser's complete application for site plan approval for the property described in Exhibit A-1, pursuant to Article 5, of the Town of Hudson Land Development Code. Purchaser shall submit such land use application no later than May 7, 2015.

Article 5. Conditions Precedent. The proposed Closing and conveyance of the title to the Property shall be subject to the satisfaction of conditions precedent set forth below in this Article 5.

5.1 Town, Undertakings and Conditions Precedent to Closing. The following conditions precedent to Closing shall be completed and/or satisfied by the Town prior to Closing:

5.1.1 The Town shall have provided site plan approval for the property described in Exhibit A-1 and recorded the approved site plan in the records of the Weld County Clerk and Recorder.

5.1.2 The Town shall have satisfied the requirements set forth in Schedule B-1 of the Title Commitment to the satisfaction of Purchaser and the Title Company on or prior to Closing and shall not have caused any unsatisfactory conditions of title following the Expiration of the Due Diligence Period, at the sole discretion of Purchaser, which discretion must be exercised in a commercially reasonable manner.

5.2 Purchaser – Conditions Precedent to Closing. The following conditions precedent to Closing shall be completed or satisfied by Purchaser prior to Closing:

5.2.1 Town of Hudson approvals for site plan as set forth in Section 5.1 above; and

5.2.2 Assurances in a manner to be determined by the Town and Purchaser that vertical construction of a pizza restaurant on the property described in Exhibit A-1, in conformance with the approved site plan, shall commence within sixty (60) days of Closing.

5.3. Unsatisfied Conditions Precedent to Close. In the event that any of the conditions precedent to Closing in Section 5.2 are not satisfied to the reasonable satisfaction of the Town prior to Closing, then the Town shall provide Purchaser with written notice of such failed condition on or before such date. If the Town (or Purchaser) has not corrected the unsatisfied condition prior to Closing, the Town may exercise any one of the following options:

5.3.1 Grant Purchaser such time extensions as the Town, in its sole discretion, determines will assist Purchaser in its acquisition and development of the Property; or

5.3.2 Terminate this Agreement, and neither party shall thereafter have any further rights or obligations hereunder, except the return of the Earnest Money and any interest earned thereon.

In the event that the conditions precedent to Closing set forth in Sections 5.1 are not completed by the Town on or before Closing, Purchaser may exercise any one of the following options:

5.3.3 If the Town has not completed the site plan approval, Purchaser' may elect to either extend time to close the transaction and grant the Town such time extensions as the Town, in its sole discretion, determines its needs to complete the approvals or; terminate this Agreement, and neither party shall thereafter have any further obligations hereunder, except the return of the Earnest Money and any interest earned thereon.

Article 6. Closing.

6.1 Date of Closing. The date of Closing shall be June 10, 2015, or by mutual agreement at an earlier date (the "Closing" or "Closing Date"). The hour and place of Closing shall be as designated by mutual agreement of the parties.

6.2 Transfer of Title. Subject to tender or payment at Closing as required herein and compliance by Purchaser with the other terms and provisions hereof, the Town shall execute and deliver the Deed to Purchaser, on Closing, conveying the Property free and clear of all taxes except matters shown by public records satisfactory to Purchaser, which shall be the Permitted Exceptions. Title shall be conveyed free and clear of all liens for special improvements installed as of the date of Purchaser' signature hereon, whether assessed or not; except (i) distribution utility easements (including cable TV), (ii) those matters reflected by the Title Documents accepted by Purchaser in accordance with this subsection, (iii) inclusion of the Property within any special taxing district, and (iv) subject to building and zoning regulations.

6.3 Payment of Encumbrances. Any encumbrance required to be paid shall be paid at or before Closing from the proceeds of this transaction or from any other source.

6.4 Closing Costs, Documents and Services. The Town and Purchaser shall pay, in good funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein. The Town and Purchaser shall sign and complete all customary or required documents at or before Closing including the following:

6.4.1 Town documents. Town shall deliver or cause to be delivered to the Title Company:

6.4.1.1 Written confirmation that the Deed may be recorded;

6.4.1.2 A transferor's certification stating that the Town is not a "foreign person", "foreign partnership", "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code;

6.4.1.3 If requested by the Purchaser, a ratification, as of the date of Closing, of the representations and warranties of the Town contained in Section 7.1 below;

6.4.1.4 All normal and customary documents and instruments, each executed and acknowledged (where appropriate) by the Town, which (a) the Purchaser or the Title Company may reasonably determine are necessary to transfer the Property to the Purchaser subject only to the Permitted Exceptions, (b) the Purchaser or the Title Company may reasonably determine are necessary to evidence the Town of the Town to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by the Town pursuant to this Agreement, (c) the Title Company may require as a condition to issuing the Title Policy, or (d) may be required of the Town under applicable law; and

6.4.1.5 Settlement statements consistent with this Agreement executed by the Town.

6.4.2 Purchaser documents. Purchaser shall deliver or cause to be delivered to the Title Company:

6.4.2.1 The remainder of the Purchase Price due, subject to the pro-rations set forth herein;

6.4.2.2 Evidence satisfactory to the Town and Title Company that the person, or persons, executing the closing documents on behalf of the Town has full right, power and Town to do so;

6.4.2.3 A settlement statement; and

6.4.2.4 All normal and customary documents and instruments, each executed and acknowledged (where appropriate) by the Purchaser, which (a) the Town or the Title Company may reasonably determine are necessary to evidence the Town of the Purchaser to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by the Purchaser pursuant to this Agreement, or (b) may be required of the Purchaser under applicable law.

6.4.2.5 A cashier's check in the amount of \$27,217.54, payable to Love's Travel Stops and Country Stores, Inc. ("Love's"), as payment in full of a pro-rata share of the cost incurred by Love's in 2014 to construct driveway improvements that will be used to access the Property.

6.5 Prorations. General taxes for the year of closing, based on the taxes for the calendar year immediately preceding Closing, rents, water and sewer charges, homeowner's association dues, and interest on continuing loan(s), if any, shall be prorated to date of Closing.

6.6 Additional Closing Costs and Adjustments. The following adjustments shall be made at the Final Closing:

6.6.1 The Town shall pay any documentary fee, stamp fee or other fee required in connection with the recording of the Deed and shall pay any transfer tax which may accrue in connection with this transaction.

6.6.2 The Town shall pay the cost of recording any documents necessary to place record title to the Property in the Town in the condition required pursuant to this Agreement prior to conveyance of the Deed. The Purchaser will pay the cost of recording all other documents, including the Deed.

6.6.3 The Town will pay the premium for the Title Policy and the cost of any endorsements reasonably requested by the Purchaser.

6.6.4 The Town and the Purchaser shall each pay one half (1/2) of any escrow fee or closing fee payable to the Title Company with respect to the transaction contemplated by this Agreement.

Article 7. Representations.

7.1 Town's Representations. The Town represents and warrants to Purchaser as of the date of this Agreement and at Closing as follows:

7.1.1 The Town has not entered into any contracts for the sale of any of the Property other than this Agreement.

7.1.2 The Town has received no notice of and has no knowledge of any pending or threatened condemnation or transfer in lieu thereof affecting any of the Property, nor has the Town agreed or committed to dedicate any of the Property.

7.1.3 There is no pending, or to the best of Town's knowledge, threatened or contemplated, litigation, investigation, arbitration, condemnation or other proceedings of any kind affecting any of the Property.

7.1.4 The Town has not received notice from any governmental or quasi-governmental agency requiring the correction of any condition with respect to the Property, or any part thereof.

7.1.5 The Town has not received a written notice of any violations of any federal, state, municipal law, ordinance, order, regulation or requirement affecting any portion of the Property or the Development.

7.1.6 All documents, data, information and other materials delivered to the Purchaser in connection with this Agreement are true and complete.

7.1.7 The Town has provided to the Purchaser prior to the Closing true and complete copies of all written leases, licenses, and other instruments in the Town's possession pertaining to the Property which are not shown in the public records.

7.1.8 The Town has disclosed to the Purchaser any and all written and unwritten agreements with third parties, of which Town is aware, pertaining to the Property.

7.1.9 The Town has been formed under the laws of the State of Colorado, and is in good standing under the laws of the jurisdiction where the Property is located, is duly qualified to transact business in the jurisdiction in which the Property is located, and has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by the Town pursuant hereto. Execution, delivery and performance of this Agreement and the documents and instruments required to be executed and delivered by the Town pursuant hereto does not and will not conflict with or result in a violation of the Town's partnership agreement or

any judgment, order or decree of any court or arbiter to which the Town is a party, or any agreement to which the Town or any of the Property is bound or subject.

7.2 Purchaser Representations. The Purchaser represents to the Town as of the date of this Agreement that Purchaser has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by the Purchaser pursuant hereto. This Agreement has been duly executed and delivered by the Purchaser and is a valid and binding obligation of the Purchaser enforceable in accordance with its terms.

Article 8. Brokers. None.

Article 9. Default. In the case of any default by Purchaser, the Town's sole and exclusive remedy shall be termination of this Agreement and in such event the Town shall be entitled to retain the Earnest Money as liquidated damages and not as a penalty. In the case of any default by the Town, the Purchaser shall give Town written notice of such default, and thereafter the Town shall have five (5) business days in which to commence a cure of such default, and shall have thirty (30) calendar days following the commencement of the cure in which to complete any such cure, unless such cure takes longer than thirty (30) calendar days to complete, then the Town shall have such time as it takes to complete such cure provided the Town proceeds diligently and with continuity to complete such cure. If the Town fails to commence to cure any default or thereafter fails to complete such cure within the applicable time periods set forth in the preceding sentence (as it may be extended), then upon the expiration of such time periods, at Purchaser' option, the Purchaser may terminate this Agreement and receive a refund of the Earnest Money and any interest earned thereon.

Article 10. Notices. Any notice, consent, waiver, request or other communication provided or required to be given under this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when delivered personally or when mailed by certified or registered mail, return receipt requested, postage prepaid, in any event, addressed to the party's address as follows; or as of the immediately following business day after deposit with Federal Express or a similar overnight courier service, charges prepaid; or upon delivery by facsimile (with telephone confirmation of delivery and machine generated proof of transmission) to the facsimile number set forth below:

If to Purchaser:

Mark L. Skoglund
Lori J. Skoglund

with a copy to:

If to the Town: Joseph Racine, Town Administrator
557 Ash Street
Box 351
Hudson, Colorado 80642
Email: manager@hudsoncolorado.org

with copy to: Corey Y. Hoffmann, Esq.
Hayes, Phillips, Hoffmann, Parker, Wilson &
Carberry, P.C.
1530 Sixteenth St., Suite 200
Denver, CO 80202
Fax: 303-825-1269
Email: cyhoffmann@hpwclaw.com

or to such party at such other address as such party, by ten (10) days prior written notice given as herein provided, shall designate. Any notice given in any other manner shall be effective only upon receipt by the addressee.

Article 11. Miscellaneous.

11.1 Entire Agreement; Modification. This Agreement embodies the entire agreement and understanding between the Town and Purchaser and supersedes any prior oral or written agreements, relating to this transaction. This Agreement may not be amended, modified or supplemented except in a writing executed by both the Town and Purchaser. No term of this Agreement shall be waived unless done so in writing by the party benefited by such term.

11.2 Successors in Interest. This Agreement, including without limitation all representations, warranties and indemnifications, shall be binding upon and inure to the benefit of the parties hereto, their heirs, beneficiaries, personal representatives, successors and assignees. The Town may not assign this Agreement without the prior written approval of Purchaser.

11.3 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado and venue shall be in the County of Weld, State of Colorado.

11.4 Next Business Day. In the event any date described herein for payment or performance falls on a Saturday, Sunday or holiday, the time for such payment or performance shall be extended to the next business day.

11.5 Time of the Essence. Time is of the essence under this Agreement.

11.6 Construction. The rule of strict construction shall not apply to this Agreement. This Agreement shall not be interpreted in favor of or against either the Town or Purchaser merely because of their respective efforts in preparing it.

11.7 Captions, Gender, Number and Language of Inclusion. The article and section headings in this Agreement are for convenience of reference only and shall not define, limit or prescribe the scope or intent of any term of this Agreement. As used in this Agreement, the singular shall include the plural and vice versa, the masculine, feminine and neuter adjectives shall include one another, and the following words and phrases shall have the following meanings: (i) "including" shall mean "including but not limited to"; (ii) "terms" shall mean "terms, provisions, duties, covenants, conditions, representations, warranties and indemnities"; (iii) "any of the Property" or "any of the Real Property" shall mean "the Property or any part thereof or interest therein" or "the Real Property or any part thereof or interest therein", as the case may be; (iv) "rights" shall mean "rights, duties and obligations"; (v) "liabilities" shall mean "liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments and expenses, including reasonable attorneys' fees"; (vi) "incurred by" shall mean "imposed upon or suffered or incurred or paid by or asserted against"; (vii) "applicable law" shall mean "all applicable Federal, state, county, municipal, local or other laws, statutes, codes, ordinances, rules and regulations"; (viii) "about the Property" or "about the Real Property" shall mean "in , on, under or about the Property" or "in, on, under or about the Real Property", as the case may be; (ix) "operation" shall mean "use, non-use, possession, occupancy, condition, operation, maintenance or management"; and (x) "this transaction" shall mean "the purchase, sale and related transactions contemplated by this Agreement".

11.8 Binding Effect. This Agreement shall inure to the benefit of and shall bind the respective heirs, executors, administrators, successors and assigns of the Town and Purchaser.

11.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

11.10 Parties in Interest. Nothing in this Agreement shall be construed to be for the benefit of any third party, nor is it intended that any provision herein shall be for the benefit of any third party.

11.11 Further Assurances. As and when reasonably requested by the Town or Purchaser, each party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other reasonable actions, as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement.

11.13 Assignment by Purchaser. This Agreement shall be assignable by Purchaser to any single purpose/single asset entity owned and/or controlled by Purchaser and formed to acquire and develop the Property.

11.14 Survival. The parties agree that the covenants, representations, warranties and agreements contained herein including, but not limited to, post-Closing obligations

relating to the Town's delivery of a fully subdivided and developed Property, shall not merge into the Deed and shall survive the execution of this Agreement and the Closing of the transaction contemplated hereby.

[Signature Page Follows]

SIGNATURE PAGE
FOR
PURCHASE AGREEMENT
BETWEEN
TOWN OF HUDSON, COLORADO
AND
MARK L. SKOGLUND LORI J. SKOGLUND

The Town and Purchaser have caused this Agreement to be executed.

TOWN OF HUDSON, COLORADO:

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Purchase Agreement was acknowledged before me this _____ day of _____, 2015, by _____ as _____ of Town of Hudson Colorado.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

Mark L. Skoglund

Lori J. Skoglund

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing Purchase Agreement was acknowledged before me this _____ day of _____, 2015, by Mark L. Skoglund and Lori J. Skoglund.

Witness my hand and official seal.

My Commission expires: _____

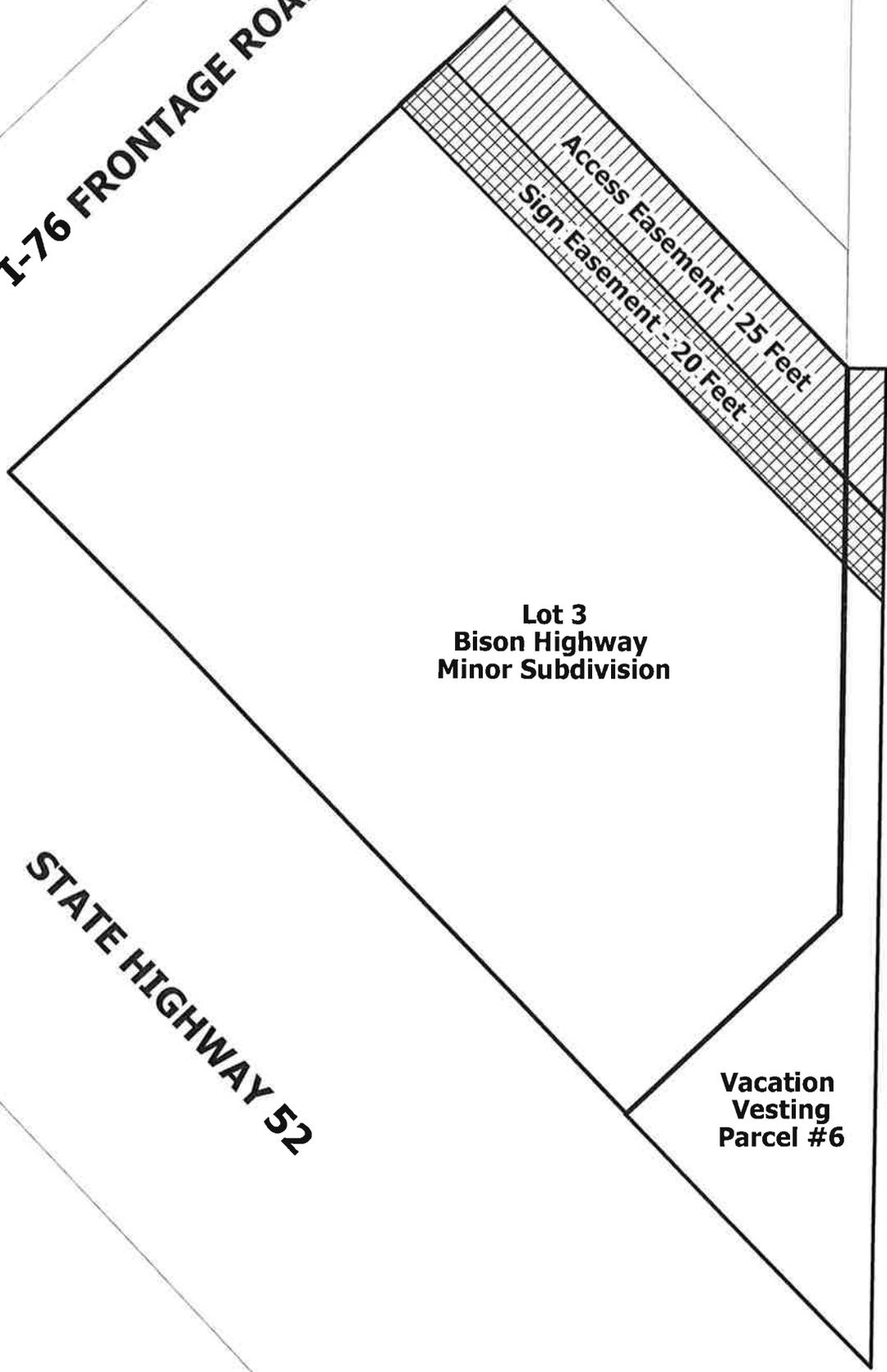
Notary Public

Exhibit A
Legal Description

Lot 3, Bison Highway Minor Subdivision, Town of Hudson, County of Weld, Colorado

Exhibit B
Form of Warranty Deed

I-76 FRONTAGE ROAD



**Lot 3
Bison Highway
Minor Subdivision**

STATE HIGHWAY 52

**Vacation
Vesting
Parcel #6**

EXHIBIT C

**Lot 3
Bison Highway Minor Subdivision**



Scale: 1" = 50'

March, 2015

MEMORANDUM

3.c.

To: Board of Trustees
From: Roy Fronczyk, Town Planner
Date: April 1, 2015
Subject: Notice of Inquiry, Weld County, J & E Parker Farms Limited Partnership

Attachment – Location Map, Weld County Pre-Application Materials

The Town received the Notice of Inquiry (NOI) on March 18 (dated March 12) and given the time requirements for review in our IGA with Weld County it is necessary to discuss it at this evenings meeting. Thus the following are hastily prepared comments related to the inquiry

Background

The town has received a NOI for development of a 36 acre site located between CR 43 and the I-76 South Frontage Road in the unincorporated area within our Urban Growth Area. (See the attached map for the specific location). The proposal to Weld County is for development of a pre-cast concrete business.

Development Intent

The intent of the development of the property comes from the Pre-Application Review Request submitted by the applicant and includes the following uses for the site:

- The site will be used for the manufacture of precast concrete utility structures, manholes, inlets, vaults, etc.
- Concrete will be batched on the site, placed in forms then cured and stored on site until ready for delivery.
- The site will house a stockpile of cement, rock, sand and steel reinforcing rods, and
- Cast iron rings and covers, joint sealant and chemical admixtures, and
- 500 gallon fuel cells, and
- Vehicles such as boom truck and trailer, forklift and a front end loader would be operated on site.
- Storage areas for finished products.
- Water requirements are proposed to be provided from an on-site well and an on-site septic system is proposed

Initially there will be 8 employees on site and hours of operation are expected to be from 6:00 am to 6:00 pm. Access to the site for material deliveries, product deliveries, and for employees are expected from SH 52 on the North via CR 43.

Joe Racine and I met with Mr. Martin on Wednesday, March 25th with the following additional information provided by Mr Martin:

MEMORANDUM

April 1, 2015

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- Mr. Martin indicated that he is going to apply for a CDOT Access Permit which would then become the primary ingress and egress to the site along I-76 South Frontage Road, rather than CR 43 as indicated above. He also confirmed that the expected direction of approach to the site for deliveries and employees would be from SH 52, with many of the traffic actually coming from the south, exiting at SH 52 and then crossing over the bridge to I-76 South Frontage Road.
- He expects to close on the property on April 1st and depending on permitting time lines would like to begin operation of the business in August of 2015.
- He has retained a consultant who will be generating a site plan for the property and if an access is granted for I-76 South Frontage Road would significantly affect the layout of the property.
- There were some minor adjustments to the number of employees projected for the site – from 8 to 10 and to operating hours (from 6am-6pm to 7am-5pm).
- Dust suppression measures would be used on material stock piles; the batch plant operation will be noisy (decibel level unknown and this time) and there is no expected run-off from stock-piles or cement manufacturing.

Mr. Martin indicated he would be attending this evening's meeting and will be available to answer any questions.

This Notice of Inquiry has become a familiar question to the Town in recent months. The notice asks the question as to whether the Town does or does not desire the property to be part of the Town of Hudson.

The factors are to be considered in the question of annexation are:

1. *Location of the Property:* The property is adjacent to Town boundaries in our Growth Management Area and represents a logical extension of the Town.
2. *Use of the Property:* The uses proposed for the site are industrial in the manufacturing of a product – an activity which we would like to be located in town.
3. *Access to the Property:* Should an CDOT Permit be granted then access to the site is along the frontage road and Highway 52. Otherwise access would be via County Road 43.
4. *Provision of Utilities:* Water requirements at this time appear to be minimal (1.5 ac/ft per year) and could probably be accommodated with a well, although Mr. Martin indicated that he would prefer to be on town water. Sanitation could be accommodated by a septic tank and leach field which would need to be approved by Weld County Health. The nearest water and sewer is at Main Street and Hickory.

Thus the options available to be considered by the Board of Trustees appear to be:

- 1) If the Town does not desire the property to be part of the Town of Hudson, then Mr. Martin can pursue development approval in Weld County.

MEMORANDUM

April 1, 2015

Page 3 of 3

2) Should the Town determine that the property does belong in the Town Mr. Martin would be invited to pursue annexation. He could do so concurrently with a Town development application process. If he declines to accept the invitation to annex to the town, then Weld County would not accept his application for development under the terms of our Coordinated Planning Agreement, and Mr. Martin's request for development would be declined.

3) A third option involves the negotiation of a Pre-Annexation Agreement. This approach was recently approved by the Board in two cases: Mr. Gutknecht's proposed storage facility; and Lily Farm Fresh Skin Care Product development. This agreement would essentially state that the property owner (and future owners) agree to petition for annexation to the town at such time as when certain conditions are in place.

Annexation at this time might be the most appropriate course of action, given the size of the site, its location and present contiguity with the Town. The Annexation Agreement could provide for future participation in utility extensions, utility connections and paving when there are sufficient development activity to reasonably share those costs.



LOCATION OF J&E PARKER FARMS LIMITED PARTNERSHIP PROPERTY

J & E PARKER FARMS PROPERTY

Old Turkey Farm (Sheds Have Been Removed)

Town Limit Line

Hudson Hills

BNSF Rail Line

I-76 Frontage Road

CR 12

CR 43

Town Cemetery

Gutknecht

HS 52

76

76

Beech Street

WELD COUNTY

PRE-APPLICATION REVIEW REQUEST

- The pre-application request is the preliminary review of a land use proposal. Pre-application reviews are required prior to beginning the application process; *however, this review is not an application.*
- Pre-application reviews are held with the Weld County Departments of Public Works and the Public Health and Environment. Pre-application reviews are held Thursday and Friday of any given week in the Greeley office. To be on the pre-submittal agenda, the request and required checklist items must be received **one week** prior to the review date, and shall include at a minimum, a description of the property including surrounding lands and land uses, property owners name and contact information a brief narrative and a map delineating the property location, in addition to the other items listed.
- The Property Information required below can be found on the Weld County Assessor website at www.co.weld.co.us Please print a copy of the Assessor's page and submit it with your pre-application review request.
- Mail, fax or drop off the request and required checklist items to the address listed below, a minimum of one week prior to your preferred meeting date.
- Submitting your request in a timely manner is important to get your project scheduled for review.

Contact Information:

Name: <i>Paul Martin</i>	
Phone: <i>303-618-9241</i>	Fax:
Email: <i>pjmartin1971@yahoo.com</i>	
Address: <i>13960 Evadora St, Thornton, CO 80602</i>	
Project Description:	

Property Information:

Section-Township - Range	<i>Section 10 Township 1N Range 65W</i>	Zoning	<i>Ag</i>
Parcel Number	<i>147310000015</i>	Acreage	<i>38</i>
Site Address		Water Source	<i>N/A</i>
Legal Description	<i>PT SW 10-1-65 L+ B REG EXEMPT RE-1345 (6R)</i>	Sewer	<i>N/A</i>
Owner Name	<i>J+E Parker Farms Limited Partnership</i>		

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

Preferred date and time for meeting: *ASAP*

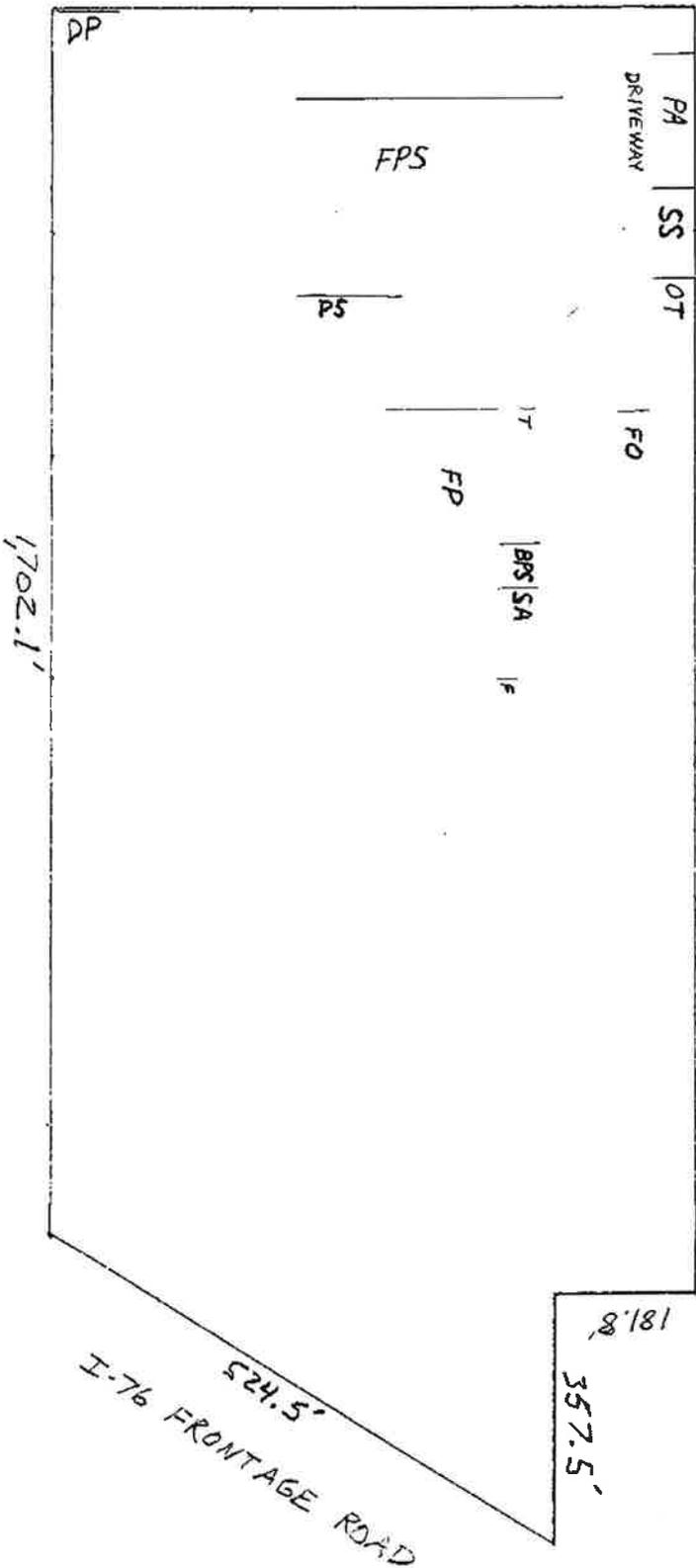
Office Use Only	
Project Title:	
Description:	
Review Date:	Meeting Date/Time:

Weld County Department of Planning Services
 Greeley Office -
 1555 N 17th Ave, Greeley CO 80631
 Phone: 970-353-6100 x3540
 Fax: 970-304-6498

CR 43

872.5'

2,204.5'



- PA - Parking Area 200' x 60'
- SS - Septic Tank + Land Field 120' x 60'
- OT - Office Trailers 60' x 60'
- FO - Future Office 100' x 40'
- FPS - Finished Product Storage 360' x 180'
- DP - Detention Pond 90' x 60'
- RS - Pos Slab 150' x 50'
- T - Tool Shed 30' x 30'

- FP - Future Plant 240' x 150'
- BRS - Retail Plant + Signs 60' x 60'
- SA - Sand + Aggregate Storage 60' x 60'
- F - Fuel Storage 30' x 30'



Pre-Application Review Request

4210? CR 43 (38 ac)

Section 10, Township 1N, Range 65 W

The existing property is currently zoned for agricultural purposes. It is bordered on all sides by properties zoned for agricultural use as well. There are corn and sunflower farms on the north, a single family residence to the northeast, the I-76 frontage road to the east, single family residences to the south and a dairy farm to the west.

The proposed site will be used for the manufacture of precast concrete utility structures, manholes, inlets, vaults, etc. Concrete will be batched on site, placed in forms to cure and stored on site until ready for delivery.

Initially there will be approximately 8 employees on site. This is the tentative 3 year staffing need. As the business grows and expands additional staff may be required. Occasionally, there will be additional customers or clients on site to pick up or inspect products. At any given time there would not be more than 12 people on the property.

Normal hours of operation will be weekdays between 6 am and 6 pm. We may work an occasional Saturday to meet customer demands or perform equipment maintenance.

Initially there will two mobile office trailers (ADA accessible), a batch plant, aggregate bins and cement and fly ash silos. Long term plans include a steel shell building for indoor production and equipment maintenance/storage as well as a permanent office building.

There are no existing structures on the site.

There will be no animals on the site.

There will be a regular passenger vehicle/pickup for each employee. There will be an 80,000# boom truck and trailer. There will also be a 70,000# forklift for handling materials and a 26,000# front end loader. Delivery vehicles from our vendors will also may deliveries to the site. Other than the cement silo and batch equipment all truck deliveries to the site will be standard flatbed legal loads. The majority of our product deliveries will be standard flatbed legal loads as well. The majority of the traffic will enter the site from Hwy 52 to CR 43 and exit via the same route.

We are planning to stockpile approx. two week's supply of cement, rock and sand for concrete production and steel reinforcing on the site. We will also store approx. 40 cast iron rings & covers, 100 cartons of joint sealant, and chemical admixtures (non-hazardous). There will be 500 gallon fuel cells for diesel and unleaded fuel with the required secondary containment. All finished product will be stored on site until delivered to the customer.

The property slopes from the northeast to the southwest. There are drainage ditches on the east and west sides of the property. We anticipate the need for a settling pond located in the southwest corner of the property which would return runoff into the ditch. The size and exact location are pending final design and will be detailed on the site plan review.

There is no water source on the property. A well would have to be drilled to provide water to the site. A percolation test has been conducted and the results are pending.

There is currently no sewage disposal system on the property. An on-site septic system will be designed and installed.

MEMORANDUM

3.d.
3.e.

To: Board of Trustees

From: Joe Racine, Town Administrator

Date: April 1, 2015

Subject: Public Hearing
Resolution No. 15-15, Findings, Annexation of CR 12.5
Ordinance No. 15-04, Second Reading, Annexation of CR12.5

Attachments

This evening's meeting will include a public hearing on the proposed annexation of County Road 12.5, Resolution No. 15-15 finding that the annexation is in compliance with statute, and Ordinance No. 15-04 on second reading, accomplishing the annexation. The annexation includes the segments of CR12.5 that are not within the Town, beginning at the intersection with Highway 52 at the west end of the old wastewater lagoon property, east to the I-76 frontage road. The resolution of substantial compliance, setting a public hearing for April 1st, was approved by the Board on February 18th.

The continuous right-of-way can be viewed as three unique segments (see attached map):

1. The segment from Highway 52 along the north edge of the wastewater lagoon site to the old Hickory Street right of way. This segment is improved with a gravel road surface. This right-of-way segment will provide a secondary access to: the lagoon property that has been reclaimed and is ready for commercial development; the wastewater lift station; the Public Service Company gas piping facility at the SE corner of CR12.5 and Hickory; and the gate into the neighboring Rothrock property.
2. The 20' wide segment along the north edge of the right-of-way between the old Hickory Street and the old Cedar Street. This full right-of-way is 100' wide, but only the south 80' is currently within the Town, having been part of the original Town incorporation. Including this 20' in this ordinance will bring the entire 100' right-of-way into the Town.
3. The segment between the old Cedar Street and the I-76 ROW. Annexation of this segment is a provision of the intergovernmental agreement with Weld County by which the County participated in the funding of the frontage road realignment in 2014. This segment is bounded on both sides by land in the unincorporated County.

Weld County has deeded the entire right-of-way to the Town, precluding the need for the County to petition for annexation. The Town owns the property.

MEMORANDUM

April 1, 2015

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Zoning

Land that is annexed into the Town must be also zoned within 90 days of the annexation. Ordinance No. 15-03, approved at the last meeting, provides for zoning rights-of-way that adjoin land in the unincorporated County by interpreting the district boundaries rather than going through a cumbersome separate zoning process. Under the provision of that ordinance, the entire length of this right-of-way annexation will be automatically zoned C-1 Commercial.

Vacation

Ordinance No. 15-06, proposed for consideration on second reading at this meeting, provides for vacation of no longer needed street rights-of-way that are remnants from the frontage road realignment. Part of the right-of-way being annexed by this ordinance will be vacated, that being the segment between the old Hickory Street and the new frontage road. The full right-of-way needs to be within the Town in order for the Town to vacate it. (See "Vesting Parcels 1, 2 and 3" on the vacation map in item f. in the meeting packet.)

Street Naming

According to the Town's street naming and numbering system, the newly annexed segment along the north edge of the wastewater lagoon site will become "10th Avenue." The segment that constitutes part of the realigned frontage road will be just that, "I-76 Frontage Road."

RESOLUTION NO.

15-15
Series of 2015

TITLE: A RESOLUTION MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION OF A PARCEL OF LAND TO THE TOWN OF HUDSON, COLORADO, KNOWN AS THE WELD COUNTY ROAD 12.5 ANNEXATION

WHEREAS, a Petition in Annexation was filed with the Town Clerk requesting the annexation of certain unincorporated territory located in the County of Weld, State of Colorado, otherwise known as the WELD COUNTY ROAD 12.5 ANNEXATION, and described in the attached **Exhibit A**;

WHEREAS, said Petition in Annexation was forwarded by the Town Clerk to the Board of Trustees;

WHEREAS, the Board of Trustees of the Town of Hudson, Colorado, by resolution passed on February 18, 2015, found substantial compliance of said Petition with C.R.S. § 31-12-107(1);

WHEREAS, the Board of Trustees of the Town of Hudson, Colorado, conducted a public hearing on April 1, 2015, as required by law to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 to establish eligibility for annexation of that property described in Exhibit A;

WHEREAS, public notice of such public hearing was published once a week for four consecutive weeks and notice by registered mail was given to the Clerk of the Board of County Commissioners, the County Attorney, the school district and to any special district having territory in the area to be annexed as required by law;

WHEREAS, the public hearing on said annexation Petition was conducted in accordance with the requirements of the law; and

WHEREAS, pursuant to C.R.S. § 31-12-110, the Board of Trustees, sitting as the governing body of the Town of Hudson, Colorado, is required to set forth its findings of fact and its conclusion as to the eligibility for annexation to the Town of Hudson of the property described in Exhibit A.

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

Section 1. With regard to the annexation of the territory described in **Exhibit A**, attached hereto and incorporated herein, the applicable provisions of C.R.S. § 31-12-104 have been met, in that not less than one-sixth of the perimeter of the area proposed to be annexed is

contiguous with the existing boundaries of the Town; and therefore, because of such contiguity, a community of interest exists between the territory proposed to be annexed and the Town; the territory proposed to be annexed is urban or will be urbanized in the near future, and the territory proposed to be annexed is integrated or is capable of being integrated with the Town.

Section 2. The applicable provisions of C.R.S. § 31-12-105 have been met in that no land held in identical ownership has been divided or included without written consent of the owner thereof; that no annexation proceedings have been commenced by another municipality; that the annexation will not result in the detachment of area from a school district; that the annexation will not result in the extension of a municipal boundary more than three miles; that the Town has in place a plan for said three mile area; and that in establishing the boundaries of the area to be annexed the entire width of any street or alley is included within the area annexed.

Section 3. An annexation election is not required under C.R.S. § 31-12-107(2) and that no additional terms or conditions are to be imposed upon the area to be annexed

Section 4. The property described in the attached Exhibit A is eligible for annexation to the Town of Hudson and all requirements of law have been met for such annexation, including the requirements of C.R.S. §§ 31-12-104 and 31-12-105, as amended.

Section 5. An ordinance annexing to the Town of Hudson that property described in the attached Exhibit A shall be considered by this Board of Trustees pursuant to C.R.S. § 31-12-111.

Section 6. Effective Date. This resolution shall take effect upon adoption by the Board of Trustees. However, by operation of C.R.S. § 31-12-113(2), the annexation will not become effective until the Town Clerk completes the filings required by statute.

INTRODUCED, READ and PASSED this 1st day of April, 2015.

TOWN OF HUDSON, COLORADO

Raymond Patch, Mayor

ATTEST:

Linnette Barker, CMC, Town Clerk

EXHIBIT A

Legal Description: WELD COUNTY ROAD 12.5 ANNEXATION

A parcel of land being a portion of Section Three (3) and the West Half of Section Two (2), Township One North (T.1N.), Range Sixty-five West (R.65W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

BEGINNING at the Center Quarter Corner of said Section 3 and assuming the North line of the Southwest Quarter of said Section 3 as bearing South 89°44'39" West a distance of 2664.11 feet with all other bearings contained herein relative thereto:

THENCE South 00°09'02" West along the East line of the Southwest Quarter of said Section 3 a distance of 50.00 feet to the North line of that parcel of land annexed to the Town of Hudson in an Annexation Map recorded September 11, 2002 as Reception No. 2986545 of the Records of Weld County;

THENCE South 89°44'39" West along said North line a distance of 1319.13 feet to the beginning point of a curve, non-tangent to this course on the Southerly prolongation of the Northeasterly line of that parcel of land described in that deed recorded April 1, 1968 ;

THENCE along said Northeasterly line and along the arc of a curve concave to the Southwest a distance of 399.58 feet, said curve has a Radius of 1985.00 feet, a Delta of 11°32'01" and is subtended by a Chord bearing North 75°44'16" West a distance of 98.91 feet to a line parallel with and 50.00 feet Northerly of, as measured at a right angle to the South line of the Northwest Quarter of said Section 3;

THENCE North 89°44'39" East along said parallel line a distance of 1705.57 feet to a line parallel with and 50.00 feet Northerly of, as measured at a right angle to the South line of the Northeast Quarter of said Section 3;

THENCE North 89°43'57" East along said parallel line a distance of 2633.67 feet to the West line of the Northwest Quarter of said Section 2;

THENCE South 00°08'33" East along the west line of the Northwest Quarter of said Section 2 a distance of 10.00 feet to a line parallel with and 40.00 feet Northerly of, as measured at a right angle to the South line of the Northwest Quarter of said Section 2;

THENCE North 89°09'55" East along said parallel line a distance of 742.09 feet to the Westerly line of Parcel 3 of the North I-76 Annexation to the Town of Hudson recorded January 24, 1996 as Reception No. 2473142 of the Records of Weld County;

The next Three (3) courses are along the Westerly lines of said North I-76 Annexation:

THENCE South 09°28'03" West a distance of 40.66 feet;

THENCE South 89°08'58" West a distance of 83.30 feet;

THENCE South 00°21'27" East a distance of 49.98 feet to a line parallel with and 50.00 feet Southerly of, as measured at a right angle to the North line of the Southwest Quarter of said Section 2;

THENCE South 89°09'55" West along said parallel line a distance of 651.83 feet to a line parallel with and 50.00 feet Southerly of, as measured at a right angle to the North line of the Southeast Quarter of said Section 3;

THENCE South 89°43'57" West along said parallel line a distance of 936.06 feet to the Easterly line of the Hudson Village Square 2 Annexation recorded November 18, 2008 as Reception No.

3590490 of the Records of Weld County;
THENCE North 00°09'17" East along said East line a distance of 80.00 feet to the Northerly line of said Hudson Village Square 2 Annexation;
THENCE South 89°43'57" West along said Northerly line a distance of 1698.31 feet to the West line of the Northeast Quarter of said Section 3;
THENCE South 00°20'55" East along the West line of the Northeast Quarter of said Section 3 a distance of 30.00 feet to the **POINT OF BEGINNING**;

TOTAL ANNEXED AREA for the WCR 12.5 Annexation is 7.765 acres, more or less (±).

ORDINANCE NO.

15-04
Series of 2014

TITLE: AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF PROPERTY KNOWN AS THE WELD COUNTY ROAD 12.5 ANNEXATION UPON PETITION BY THE OWNER OF THE PROPERTY

WHEREAS, pursuant to the laws of the State of Colorado, there was presented to and filed with the Board of Trustees of the Town of Hudson, Colorado, written petition for annexation to and by the Town of Hudson, Colorado, of that property described in attached **Exhibit A**, being contiguous unincorporated territory situated, lying and being in the County of Weld, State of Colorado; and

WHEREAS, the Board of Trustees of the Town of Hudson, Colorado, has conducted a public hearing on April 1, 2015, as required by law to determine the eligibility for annexation of that property described in attached Exhibit A; and

WHEREAS, the Board of Trustees of the Town of Hudson, Colorado, has satisfied itself concerning the eligibility for annexation of that property described in attached Exhibit A and concerning the conformance of the proposed annexation to the applicable law in the annexation policy of the Town of Hudson, Colorado; and

WHEREAS, the Board of Trustees of the Town of Hudson, Colorado, by resolution determined that the applicable parts of C.R.S. §§ 31-12-104 and 31-12-105 have been met, that an election is not required under C.R.S. § 31-12-107(2), and that no additional terms and conditions are to be imposed; and

WHEREAS, it is the opinion of the Board of Trustees that it is desirable and necessary that the property described in the attached Exhibit A be annexed to the Town; and

WHEREAS, it is in the best interest of the Town and its citizens to annex said parcel.

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

Section 1. The annexation by and to the Town of Hudson, State of Colorado, of that property described in attached **Exhibit A**, situated, lying and being in the County of Weld, State of Colorado, meets all requirements of law and the annexation policy of the Town of Hudson, and therefore, said annexation is hereby approved and made effective.

Section 2. The owner of more than fifty percent (50%) of the area of the property described in attached Exhibit A petitioned for annexation with the Town Board of Trustees by filing a Petition for Annexation, together with four (4) copies of the annexation map, as required by law.

Section 3. The Board of Trustees, by resolution at a properly noticed meeting on February 18, 2015, accepted said Petition and found and determined that the applicable parts of the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, as amended, have been met and further determined that an election was not required under the Act and that no additional terms and conditions were to be imposed upon said annexation.

Section 4. Upon the effective date of this Annexation Ordinance, all lands within the area to be annexed shall become subject to the Municipal Laws of the State of Colorado pertaining to towns and to all ordinances, resolutions, rules and regulations of the Town of Hudson.

Section 5. Considering all of the foregoing, and based on the conviction that annexation of this property to the Town of Hudson will serve the best interests of the Town of Hudson and the owner(s) of the territory to be annexed, the unincorporated territory described in Exhibit A, which is attached hereto and made a part hereof, is hereby annexed to the Town of Hudson, Colorado.

Section 6. Upon passage of this Ordinance, the Town Clerk shall file for recording three (3) certified copies of the Annexation Ordinance and three (3) copies of the Annexation Map with the Clerk and Recorder of the County of Weld, State of Colorado, and shall keep one (1) copy of the annexation map along with the original of this Annexation Ordinance in the Town Clerk's office.

Section 7. The Town Clerk shall request that the Weld County Clerk and Recorder shall file one (1) certified copy of the Annexation Ordinance and one (1) copy of the Annexation Map with the Division of Local Governments of the Department of Local Affairs in addition to filing one (1) certified copy of the Annexation Ordinance and one (1) copy of the Annexation Map with the Colorado Department of Revenue

Section 8. The Annexation Map showing the boundaries of the newly annexed territory as above described shall be kept on file in the office of the Weld County Clerk and Recorder.

Section 9. Effective Date. By operation of C.R.S. § 31-12-113(2), the annexation and this ordinance will not become effective until the Town Clerk completes the filings required by statute. For the purpose of general taxation, this ordinance shall become effective on January 1st of the next succeeding year following its passage.

INTRODUCED, READ IN FULL, AND ADOPTED this 18th day of March, 2014.

TOWN OF HUDSON, COLORADO

Raymond Patch, Mayor

ATTEST:

Linnette Barker, Town Clerk

PASSED ON SECOND AND FINAL READING this 1st day of April, 2015, AND
ORDERED PUBLISHED ONCE IN FULL.

TOWN OF HUDSON, COLORADO

Raymond Patch, Mayor

ATTEST:

Linnette Barker, Town Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, Town Attorney

Exhibit A
Property Description

WCR 12.5 ANNEXATION TO HUDSON

A parcel of land being a portion of Section Three (3) and the West Half of Section Two (2), Township One North (T.1N.), Range Sixty-five West (R.65W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

BEGINNING at the Center Quarter Corner of said Section 3 and assuming the North line of the Southwest Quarter of said Section 3 as bearing South 89°44'39" West a distance of 2664.11 feet with all other bearings contained herein relative thereto:

THENCE South 00°09'02" West along the East line of the Southwest Quarter of said Section 3 a distance of 50.00 feet to the North line of that parcel of land annexed to the Town of Hudson in an Annexation Map recorded September 11, 2002 as Reception No. 2986545 of the Records of Weld County;

THENCE South 89°44'39" West along said North line a distance of 1319.13 feet to the beginning point of a curve, non-tangent to this course on the Southerly prolongation of the Northeasterly line of that parcel of land described in that deed recorded April 1, 1968 ;

THENCE along said Northeasterly line and along the arc of a curve concave to the Southwest a distance of 399.58 feet, said curve has a Radius of 1985.00 feet, a Delta of 11°32'01" and is subtended by a Chord bearing North 75°44'16" West a distance of 98.91 feet to a line parallel with and 50.00 feet Northerly of, as measured at a right angle to the South line of the Northwest Quarter of said Section 3;

THENCE North 89°44'39" East along said parallel line a distance of 1705.57 feet to a line parallel with and 50.00 feet Northerly of, as measured at a right angle to the South line of the Northeast Quarter of said Section 3;

THENCE North 89°43'57" East along said parallel line a distance of 2633.67 feet to the West line of the Northwest Quarter of said Section 2;

THENCE South 00°08'33" East along the west line of the Northwest Quarter of said Section 2 a distance of 10.00 feet to a line parallel with and 40.00 feet Northerly of, as measured at a right angle to the South line of the Northwest Quarter of said Section 2;

THENCE North 89°09'55" East along said parallel line a distance of 742.09 feet to the Westerly line of Parcel 3 of the North I-76 Annexation to the Town of Hudson recorded January 24, 1996 as Reception No. 2473142 of the Records of Weld County;

The next Three (3) courses are along the Westerly lines of said North I-76 Annexation:

THENCE South 09°28'03" West a distance of 40.66 feet;

THENCE South 89°08'58" West a distance of 83.30 feet;

THENCE South 00°21'27" East a distance of 49.98 feet to a line parallel with and 50.00 feet Southerly of, as measured at a right angle to the North line of the Southwest Quarter of said Section 2;

THENCE South 89°09'55" West along said parallel line a distance of 651.83 feet to a line parallel with and 50.00 feet Southerly of, as measured at a right angle to the North line of the Southeast Quarter of said Section 3;

THENCE South 89°43'57" West along said parallel line a distance of 936.06 feet to the Easterly line of the Hudson Village Square 2 Annexation recorded November 18, 2008 as Reception No. 3590490 of the Records of Weld County;

THENCE North 00°09'17" East along said East line a distance of 80.00 feet to the Northerly line of said Hudson Village Square 2 Annexation;

THENCE South 89°43'57" West along said Northerly line a distance of 1698.31 feet to the West line of the Northeast Quarter of said Section 3;

THENCE South 00°20'55" East along the West line of the Northeast Quarter of said Section 3 a distance of 30.00 feet to the **POINT OF BEGINNING**;

TOTAL ANNEXED AREA for the WCR 12.5 Annexation is 7.765 acres, more or less (\pm).

MEMORANDUM

3.f.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: April 1, 2015
Subject: Ordinance No. 15-05, Impact Fee Adjustments

Attachments

Ordinance No. 15-05 is presented at this meeting for consideration on Second reading. It is an economic development measure that would provide some systematic means of relieving developers of some or all of the cost of impact fees in defined circumstances. It is intended to preclude the need for unique, open-ended negotiation of impact fees for new development.

In 2008 the Board approved Ordinance No. 08-13, setting impact fees to be charged to new development to help cover the cost of new facilities, street improvements, and parks that would be needed to serve the development. Each year that fee schedule is adjusted according to the construction cost index published in the *Engineering News Record*. A copy of the current fee schedule is attached. Since the ordinance was adopted, we have not had a significant amount of new development to which the fees would be assessed. But that might be changing with the amount of oil and gas activity we've seen recently.

New development generates revenue to the Town over a wide range. A warehouse might occupy the same amount of land as an office building, but the impacts, positive and negative, might be very different. The question arises as to whether impact fees should be assessed equally to all new development, regardless of the relative amount of tax revenue produced by the development over time.

The original impact fee ordinance was developed on the basis of a report prepared by Tom Pippin, an economics consultant. Tom's report and the resulting ordinance conformed to Colorado's impact fee statutes. At my request, Tom prepared a report, presented to the Board at an earlier meeting, that provides a systematic way to reduce impact fees for new development that is anticipated to produce an above-average amount of property tax and sales tax. This is intended to be fair and to eliminate fees that might be a disincentive for new investment. Also attached is a spreadsheet template that is based on Tom's report that could be used by staff in calculating any warranted reduction in impact fees for new development. The goals of this project were to provide an up-front economic development incentive in the form of fee reduction; to ensure that the town's infrastructure needs were met from other revenues; and to be consistent in the way that incentives were provided.

ORDINANCE NO.

NO. 15-05
Series of 2015

TITLE: AN ORDINANCE AMENDING ARTICLE 7 OF CHAPTER 4 OF THE HUDSON MUNICIPAL CODE TO PROVIDE FOR IMPACT FEE CREDITS FOR DEVELOPMENT ANTICIPATED TO PRODUCE ABOVE AVERAGE TAX REVENUES

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

Section 1. Section 4-120 of the Hudson Municipal Code is hereby amended by the addition of a new subsection (b.5) that reads as follows:

(b.5) The Town is hereby authorized to approve credits, reducing the amount of impact fees payable for new development, when such development is anticipated to produce town sales tax and/or town property tax revenue over a period of the first three years after initial occupancy in excess of the average sales tax and/or property tax revenue produced by similar development within the town during such three year period (the "Excess Tax"). An applicant for impact fee reduction must submit a written request for a reduction of impact fees on forms provided by the Town upon or before application for a building permit for the structure for which impact fee credits are requested. The written request for reduction of impact fees must include a competent and well-documented forecast of sales tax generation and/or property valuation to be used in calculating anticipated tax revenues. The total amount of impact fee credit shall be equal to the anticipated Excess Tax, as determined by the Town Administrator after examination of the application and supporting documentation, or the total amount of impact fees due, whichever is lesser.

Section 2. Section 4-120(c) of the Hudson Municipal Code is hereby amended by the addition of a new subsection (3) that reads as follows:

(3) The Town Administrator shall annually calculate: the average property tax per residential unit received by the town in the previous year; the average property tax per square foot received by the town for categories of commercial and industrial buildings; and the average sales tax per square foot of building area received by the town for sales tax producing commercial buildings. The total amount of impact fee credit shall not exceed the total amount of impact fees paid.

Section 3. Section 4-120(c) of the Hudson Municipal Code is hereby amended by the addition of a new subsection (4) that reads as follows:

(4) Impact fee credits shall reduce the amount of impact fees payable to each impact fund by equal percentages.

Section 4. Section 4-120(d) of the Hudson Municipal Code is hereby amended by the addition of a new subsection (3) that reads as follows:

(3) Approved credits for anticipated Excess Tax shall become effective at such time as impact fees are payable to the town.

Section 5. Safety Clause. The Town Board of Trustees hereby finds, determines, and declares that this ordinance is promulgated under the general police power of the Town of Hudson, that it is promulgated for the health, safety, and welfare of the public, and that this ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that the ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 6. Severability. If any clause, sentence, paragraph, or part of this ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 7. Effective Date. This Ordinance shall become effective thirty (30) days after final publication.

INTRODUCED, READ IN FULL, AND ADOPTED this 18th day of March, 2015.

TOWN OF HUDSON, COLORADO

Raymond Patch, Mayor

ATTEST:

Linnette Barker, CMC, Town Clerk

PASSED ON SECOND AND FINAL READING this 1st day of April, 2015, AND ORDERED PUBLISHED ONCE IN FULL.

TOWN OF HUDSON, COLORADO

Raymond Patch, Mayor

ATTEST:

Linnette Barker, CMC, Town Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, Town Attorney

MEMORANDUM

3.g.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: April 1, 2015
Subject: Ordinance No. 15-06, First Reading, Vacation of Portions of 10th Avenue and Hickory Street

Attachments

Ordinance No. 15-06 is presented for consideration on Second reading. The ordinance would accomplish the vacation of ten segments of road that are no longer needed as a result of the realignment of the frontage road. The segments are represented both in legal descriptions in the ordinance, and on a vacation map that will be recorded after approval of the ordinance.

After the vacation ordinance is effective the Town will send quitclaim deeds to the owners of the adjoining properties who will receive the benefit of the vacations. Those owners include: Rocky's Autos; Public Service Company; Love's; Hudson Interchange LLC; and the Town. The vacation of certain segments of Hickory and the newly annexed CR 12.5 to Hudson Interchange LLC fulfill a requirement of an agreement by which they dedicated a portion of the right-of-way for the realigned frontage road.

The Town will retain a utility easement over the entire area of the vacations, and a small easement for off-site signs that will preserve the right of Love's to have its entry directional sign on the segment that is being vacated to Lot 3 of the Bison Highway Minor Subdivision.

ORDINANCE NO.

15-06
Series of 2014

TITLE: AN ORDINANCE VACATING PORTIONS OF HICKORY STREET AND 10TH AVENUE

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

Section 1. Pursuant to C.R.S. § 43-2-303, the Town of Hudson hereby vacates those portions of Hickory Street and 10th Avenue, formerly known as Weld County Road 12.5, as more particularly described in **Exhibit A**, Property Descriptions, and **Exhibit B**, Vacation and Easement Dedication Map, which are attached hereto and incorporated by this reference (collectively, the “Vacated Property”).

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

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

Section 4. Safety Clause. The Town Board of Trustees hereby finds, determines, and declares that this ordinance is promulgated under the general police power of the Town of Hudson, that it is promulgated for the health, safety, and welfare of the public, and that this ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that the ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 5. Severability. If any clause, sentence, paragraph, or part of this ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

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

INTRODUCED, READ IN FULL, AND ADOPTED this 18th day of March, 2014.

TOWN OF HUDSON, COLORADO

Raymond Patch, Mayor

ATTEST:

Linnette Barker, Town Clerk

PASSED ON SECOND AND FINAL READING this 1st day of April, 2015, AND ORDERED
PUBLISHED ONCE IN FULL.

TOWN OF HUDSON, COLORADO

Raymond Patch, Mayor

ATTEST:

Linnette Barker, Town Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, Town Attorney

Exhibit A
Property Descriptions

VACATION VESTING PARCEL #1

A parcel of land being a portion of the Northeast Quarter of Section Three (3) Township One North (T.1N.), Range Sixty-five West (R.65W.), Sixth Principal Meridian (6th P.M.), Town of Hudson, County of Weld, State of Colorado more particularly described as follows:

BEGINNING at the Center Quarter Corner of said Section 3 and assuming the North line of the Southeast Quarter of said Section 3 as bearing North 89°43'57" East a distance of 2633.49 feet with all other bearings contained herein relative thereto:

THENCE North 00°20'55" West along the West line of the Northeast Quarter of said Section 3 a distance of 50.00 feet to the North line of the vacated 10th Avenue Right of Way;

THENCE North 89°43'57" East along the North line of the vacated 10th Avenue Right of Way a distance of 783.12 feet to the beginning point of a curve non-tangent to this course;

THENCE along the arc of a curve concave to the Southeast a distance of 246.88 feet, said curve has a Radius of 640.00 feet, a Delta of 22°06'08" and is subtended by a Chord bearing South 77°58'27" West a distance of 245.36 feet to the endpoint of said curve on the South line of the Northeast Quarter of said Section 3;

THENCE South 89°43'57" West along the South line of the Northeast Quarter of said Section 3 a distance of 542.85 feet to the **POINT OF BEGINNING**;

Said described vacated Right of Way contains 31,204 sq. ft. or 0.716 acres, more or less.

VACATION VESTING PARCEL #2

A parcel of land being a portion of the Southeast Quarter of Section Three (3) Township One North (T.1N.), Range Sixty-five West (R.65W.), Sixth Principal Meridian (6th P.M.), Town of Hudson, County of Weld, State of Colorado more particularly described as follows:

COMMENCING at the Center Quarter Corner of said Section 3 and assuming the North line of the Southeast Quarter of said Section 3 as bearing North 89°43'57" East a distance of 2633.49 feet with all other bearings contained herein relative thereto:

THENCE North 89°43'57" East along the North line of the Southeast Quarter of said Section 3 a distance of 94.64 feet to the **POINT OF BEGINNING**;

THENCE North 89°43'57" East continuing along the North line of the Southeast Quarter of said Section 3 a distance of 448.21 feet to the beginning point of a curve non-tangent to this course;

THENCE along the arc of a curve concave to the Southeast a distance of 107.91 feet, said curve has a Radius of 640.00 feet, a Delta of 09°39'37" and is subtended by a Chord bearing South 62°05'34" West a distance of 107.78 feet to the endpoint of said curve on the South line of the vacated 10th Avenue Right of Way;

THENCE South 89°43'57" West along the South line of the vacated 10th Avenue Right of Way a distance of 352.73 feet to the Northeast corner of the Public Service parcel;

THENCE North 00°16'03" West a distance of 50.00 feet to the **POINT OF BEGINNING**;

Said described vacated Right of Way contains 19,860 sq. ft. or 0.456 acres, more or less.

VACATION VESTING PARCEL #3

A parcel of land being a portion of the Southeast Quarter of Section Three (3) Township One North (T.1N.), Range Sixty-five West (R.65W.), Sixth Principal Meridian (6th P.M.), Town of Hudson, County of Weld, State of Colorado more particularly described as follows:

BEGINNING at the Center Quarter Corner of said Section 3 and assuming the North line of the Southeast Quarter of said Section 3 as bearing North 89°43'57" East a distance of 2633.49 feet with all other bearings contained herein relative thereto:

THENCE North 89°43'57" East along the North line of the Southeast Quarter of said Section 3 a distance of 94.64 feet;

THENCE South 00°16'03" East a distance of 50.00 feet to the South line of the vacated 10th Avenue Right of Way;

THENCE South 89°43'57" West along the South line of the vacated 10th Avenue Right of Way a distance of 47.00 feet to the East line of the vacated Hickory Street Right of Way;

THENCE South 00°09'02" West along the East line of the vacated Hickory Street Right of Way a distance of 50.00 feet;

THENCE North 89°50'58" West a distance of 48.00 feet to the West line of the Southeast Quarter of said Section 3;

THENCE North 00°09'02" East along the West line of the Southeast Quarter of said Section 3 a distance of 99.65 feet to the **POINT OF BEGINNING**;

Said described vacated Right of Way contains 7,132 sq. ft. or 0.164 acres, more or less.

VACATION VESTING PARCEL #4

A parcel of land being a portion of the Southeast Quarter of Section Three (3) Township One North (T.1N.), Range Sixty-five West (R.65W.), Sixth Principal Meridian (6th P.M.), Town of Hudson, County of Weld, State of Colorado more particularly described as follows:

COMMENCING at the Center Quarter Corner of said Section 3 and assuming the North line of the Southeast Quarter of said Section 3 as bearing North 89°43'57" East a distance of 2633.49 feet with all other bearings contained herein relative thereto:

THENCE South 00°09'02" West along the West line of the Southeast Quarter of said Section 3 a distance of 99.65 feet to the **POINT OF BEGINNING**;

THENCE South 89°50'58" East a distance of 48.00 feet to the East line of the vacated Hickory Street Right of Way;

THENCE South 00°09'02" West along the East line of the vacated Hickory Street Right of Way a distance of 316.46 feet to the Southwesterly prolongation of the Northerly line of that Right of Way dedicated by the Hudson Village Square, Amendment No. 1;

THENCE South 46°08'45" West along the Southwesterly prolongation of said Right of Way a distance of 66.73 feet to the West line of the Southeast Quarter of said Section 3;
THENCE North 00°09'02" East along the West line of the Southeast Quarter of said Section 3 a distance of 362.82 feet to the **POINT OF BEGINNING**;

Said described vacated Right of Way contains 16,303 sq. ft. or 0.374 acres, more or less.

VACATION VESTING PARCEL #5

A parcel of land being a portion of the Southeast Quarter of Section Three (3) Township One North (T.1N.), Range Sixty-five West (R.65W.), Sixth Principal Meridian (6th P.M.), Town of Hudson, County of Weld, State of Colorado more particularly described as follows:

COMMENCING at the Center Quarter Corner of said Section 3 and assuming the North line of the Southeast Quarter of said Section 3 as bearing North 89°43'57" East a distance of 2633.49 feet with all other bearings contained herein relative thereto:

THENCE South 00°09'02" West along the West line of the Southeast Quarter of said Section 3 a distance of 573.69 feet to the Southwesterly prolongation of the Southerly line of that Right of Way dedicated by the Hudson Village Square, Amendment No. 1 and to the **POINT OF BEGINNING**;

THENCE South 48°08'51" East a distance of 64.29 feet to the East line of the vacated Hickory Street Right of Way;

THENCE South 00°09'02" West along the East line of the vacated Hickory Street Right of Way a distance of 540.15 feet to the Southwest corner of Lot 1, Block 1 of the Hudson Village Square;

THENCE North 45°26'43" West along the Northwesterly prolongation of the Southwesterly line of said Lot 1 a distance of 67.19 feet to the West line of the Southeast Quarter of said Section 3;

THENCE North 00°09'02" East along the West line of the Southeast Quarter of said Section 3 a distance of 535.90 feet to the **POINT OF BEGINNING**;

Said described vacated Right of Way contains 25,825 sq. ft. or 0.593 acres, more or less.

VACATION VESTING PARCEL #6

A parcel of land being a portion of the Southwest Quarter of Section Three (3) Township One North (T.1N.), Range Sixty-five West (R.65W.), Sixth Principal Meridian (6th P.M.), Town of Hudson, County of Weld, State of Colorado more particularly described as follows:

COMMENCING at the Center Quarter Corner of said Section 3 and assuming the North line of the Southeast Quarter of said Section 3 as bearing North 89°43'57" East a distance of 2633.49 feet with all other bearings contained herein relative thereto:

THENCE South 00°09'02" West along the West line of the Southeast Quarter of said Section 3 a distance of 807.45 feet to the **POINT OF BEGINNING**;

THENCE South 00°09'02" West continuing along the West line of the Southeast Quarter of said Section 3 a distance of 327.48 feet to the Southeasterly prolongation of the Southwesterly line of Lot 3 of the Bison Highway Minor Subdivision;

THENCE North 43°38'21" West along said prolonged line a distance of 118.80 feet to the Southeasterly line of said Lot 3;

THENCE North 46°21'09" East along the Southeasterly line of said Lot 3 a distance of 97.27 feet to the West line of the vacated Hickory Street Right of Way;

THENCE North 00°09'02" East along the West line of the vacated Hickory Street Right of Way a distance of 174.39 feet to the Northeasterly line of Lot 3 of the Bison Highway Minor Subdivision;

THENCE South 89°50'58" East a distance of 12.00 feet to the **POINT OF BEGINNING**;

Said described vacated Right of Way contains 8,789 sq. ft. or 0.202 acres, more or less.

VACATION VESTING PARCEL #7

A parcel of land being a portion of the Southwest Quarter of Section Three (3) Township One North (T.1N.), Range Sixty-five West (R.65W.), Sixth Principal Meridian (6th P.M.), Town of Hudson, County of Weld, State of Colorado more particularly described as follows:

COMMENCING at the Center Quarter Corner of said Section 3 and assuming the North line of the Southeast Quarter of said Section 3 as bearing North 89°43'57" East a distance of 2633.49 feet with all other bearings contained herein relative thereto:

THENCE South 00°09'02" West along the West line of the Southeast Quarter of said Section 3 a distance of 807.45 feet to the **POINT OF BEGINNING**;

THENCE North 89°50'58" West a distance of 12.00 feet to the intersection of the West line of the vacated Hickory Street Right of Way with the Northeasterly line of Lot 3 of the Bison Highway Minor Subdivision;

THENCE North 00°09'02" East along the West line of the vacated Hickory Street Right of Way a distance of 222.17 feet to the Southwesterly prolongation of the Southerly line of that Right of Way dedicated by the Hudson Village Square, Amendment No. 1;

THENCE North 46°08'45" East along the Southwesterly prolongation of said Right of Way a distance of 16.68 feet to the West line of the Southeast Quarter of said Section 3;

THENCE South 00°09'02" West along the West line of the Southeast Quarter of said Section 3 a distance of 233.76 feet to the **POINT OF BEGINNING**;

Said described vacated Right of Way contains 2,736 sq. ft. or 0.063 acres, more or less.

VACATION VESTING PARCEL #8

A parcel of land being a portion of the Southwest Quarter of Section Three (3) Township One North (T.1N.), Range Sixty-five West (R.65W.), Sixth Principal Meridian (6th P.M.), Town of Hudson, County of Weld, State of Colorado more particularly described as follows:

COMMENCING at the Center Quarter Corner of said Section 3 and assuming the North line of the Southeast Quarter of said Section 3 as bearing North 89°43'57" East a distance of 2633.49 feet with all other bearings contained herein relative thereto:

THENCE South 00°09'02" West along the West line of the Southeast Quarter of said Section 3 a distance of 175.08 feet to the **POINT OF BEGINNING**;

THENCE South 00°09'02" West along the West line of the Southeast Quarter of said Section 3 a distance of 287.39 feet to the Southwesterly prolongation of the Southerly line of that Right of Way dedicated by the Hudson Village Square, Amendment No. 1;

THENCE South 46°08'45" West along the Southwesterly prolongation of said Right of Way a distance of 16.68 feet to the West line of the vacated Hickory Street Right of Way;

THENCE North 00°09'02" East along the West line of the vacated Hickory Street Right of Way a distance of 298.98 feet to the Southeast corner of Lot 4 of the Bison Highway Minor Subdivision;

THENCE South 89°50'58" East a distance of 12.00 feet to the **POINT OF BEGINNING**;

Said described vacated Right of Way contains 3,518 sq. ft. or 0.081 acres, more or less.

VACATION VESTING PARCEL #9

A parcel of land being a portion of the Southwest Quarter of Section Three (3) Township One North (T.1N.), Range Sixty-five West (R.65W.), Sixth Principal Meridian (6th P.M.), Town of Hudson, County of Weld, State of Colorado more particularly described as follows:

COMMENCING at the Center Quarter Corner of said Section 3 and assuming the North line of the Southeast Quarter of said Section 3 as bearing North 89°43'57" East a distance of 2633.49 feet with all other bearings contained herein relative thereto:

THENCE South 00°09'02" West along the West line of the Southeast Quarter of said Section 3 a distance of 175.08 feet to the **POINT OF BEGINNING**;

THENCE North 89°50'58" West a distance of 12.00 feet to the West line of the vacated Hickory Street Right of Way and the Southeast corner of Lot 4 of the Bison Highway Minor Subdivision;

THENCE North 00°09'02" East along the West line of the vacated Hickory Street Right of Way a distance of 125.00 feet to the Northeast corner of said Lot 4;

THENCE South 89°50'58" East a distance of 12.00 feet to the West line of the Southeast Quarter of said Section 3;

THENCE South 00°09'02" West along the West line of the Southeast Quarter of said Section 3 a distance of 125.00 feet to the **POINT OF BEGINNING**;

Said described vacated Right of Way contains 1,500 sq. ft. or 0.034 acres, more or less.

HICKORY STREET AND 10TH AVENUE UTILITY EASEMENT DEDICATION

A parcel of land being a portion of Section Three (3) Township One North (T.1N.), Range Sixty-five West (R.65W.), Sixth Principal Meridian (6th P.M.), Town of Hudson, County of Weld, State of Colorado more particularly described as follows:

BEGINNING at the Center Quarter Corner of said Section 3 and assuming the North line of the Southeast Quarter of said Section 3 as bearing North 89°43'57" East a distance of 2633.49 feet with all other bearings contained herein relative thereto:

THENCE North 00°20'55" West along the West line of the Northeast Quarter of said Section 3 a distance of 50.00 feet to the North Right of Way line of 10th Avenue;

THENCE North 89°43'57" East along the North Right of Way line of 10th Avenue a distance of 783.12 feet to the beginning point of a curve non-tangent to this course;

THENCE along the arc of a curve concave to the Southeast a distance of 354.79 feet, said curve has a Radius of 640.00 feet, a Delta of 31°45'46" and is subtended by a Chord bearing South 73°08'38" West a distance of 350.27 feet to the endpoint of said curve on the South Right of Way line of 10th Avenue;

THENCE South 89°43'57" West along the South Right of Way line of 10th Avenue a distance of 399.73 feet to the East Right of Way line of Hickory Street;

THENCE South 00°09'02" West along the East Right of Way line of Hickory Street a distance of 1106.95 feet to the Southwest corner of Lot 1, Block 1 of the Hudson Village Square, a plat recorded June 7, 2007 as Reception No. 3481958 of the Records of Weld County;

THENCE North 45°26'43" West along the Northwesterly prolongation of the Southwesterly line of said Lot 1 a distance of 67.19 feet to the West line of the Southeast Quarter of said Section 3;

THENCE South 00°09'02" West along West line of the Southeast Quarter of said Section 3 a distance of 25.34 feet to the Southeasterly prolongation of the Southwesterly line of Lot 3 of the Bison Highway Minor Subdivision, a plat recorded January 26, 2012 as Reception No. 3820807 of the Records of Weld County;

THENCE North 43°38'21" West along said prolonged line a distance of 118.80 feet to the Southeasterly line of said Lot 3;

THENCE North 46°21'09" East along the Southeasterly line of said Lot 3 a distance of 97.27 feet to the West Right of Way line of Hickory Street;

THENCE North 00°09'02" East along the West Right of Way line of Hickory Street a distance of 931.76 feet to the Northeast corner of Lot 4 of said Bison Highway Minor Subdivision;

THENCE South 89°50'58" East along a line perpendicular to the West Right of Way line of Hickory Street a distance of 12.00 feet to the West line of the Southeast Quarter of said Section 3;

THENCE North 00°09'02" East along the West line of the Southeast Quarter of said Section 3 a distance of 50.09 feet to the **POINT OF BEGINNING**;

Said described vacated Right of Way contains 125,680 sq. ft. or 2.885 acres, more or less.

Exhibit B
Hickory Street and 10th Avenue Right of Way Vacation and Easement Dedication Map

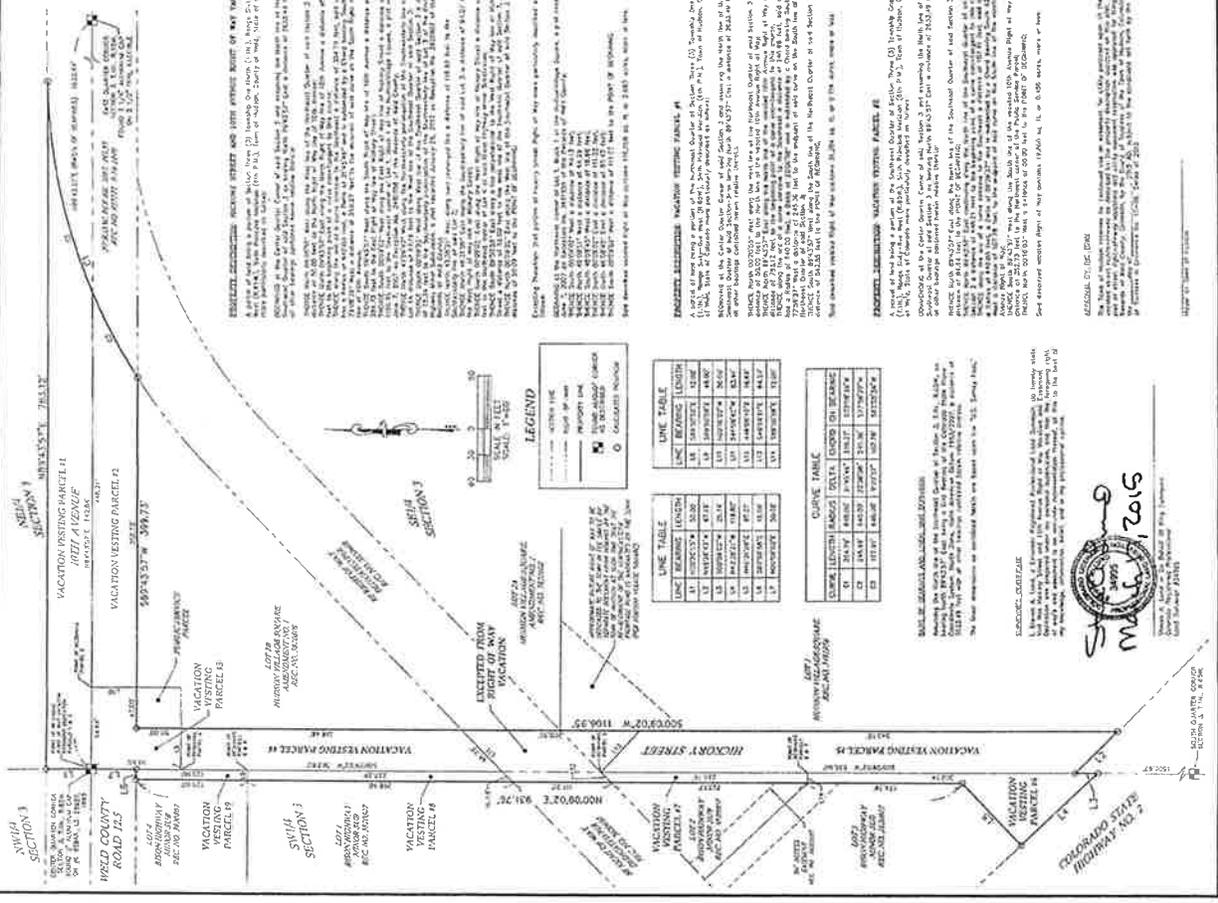
HICKORY STREET AND 10TH AVENUE RIGHT OF WAY VACATION AND UTILITY EASEMENT DEDICATION

Multiple Parcel Situated In The Section 3, Township 1 North, Range 65 West Of The 6th P.M.,
Town Of Hudson, County Of Weld, State Of Colorado



KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
Phone: (970) 686-5011 | email: info@kingsurveyors.com

HICKORY STREET AND 10TH AVENUE
RIGHT OF WAY VACATION AND
UTILITY EASEMENT DEDICATION
KRM ENGINEERS, 820 8TH ST, GREELEY, CO 80631



Ord 15-06 Hickory Street and 10th Ave, Vacation

MEMORANDUM

3.h.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: April 1, 2015
Subject: Ordinance No. 15-07, First Reading, Lease Purchase of Water Meters

Attachments

Ordinance No. 15-07 is presented for consideration on First reading. The ordinance would approve a lease-purchase agreement with Government Capital Corporation for new radio read water meters for the entire town. This project is the subject of the work session scheduled for the conclusion of this meeting.

The town currently has an assortment of water meters that must be read manually, using a touch pad. It takes several person-days every month for the crew to walk the town gathering readings, then the manual transfer of those readings from hand written sheets to the billing system. With the new radio read meters, signals from the meters will be read by a computer in a town vehicle and transferred to our billing system by a Caselle accounting module. The whole process will be completed in a fraction of the time, freeing the crew up for other work.

In addition to the time savings, we expect that the new meters will be more accurate than many of the old, worn meters. This may result in somewhat higher bills for those customers whose meters may have run slowly due to wear. Worn out meters will slow down. They can't run faster than the movement of the water through the device, although some customers may claim that is the case.

The lease-purchase agreement, which must be approved by ordinance, provides for:

- 507 3/4" meters
- 14 2" meters
- One Master Meter 3G Register
- One custom laptop with software and radio read equipment

The total cost with interest is \$153,860.05, broken into five payments of \$30,772.01. We will also need to purchase the Caselle accounting module for \$2,950, plus a \$35/month contract support expense. \$26,000 was budgeted for this purpose in 2015, however the budget anticipated a seven year lease term.

A representative of the meter supplier will be at the work session to explain details of the system.

ORDINANCE NO.

NO. 15-07
Series of 2015

TITLE: AN ORDINANCE APPROVING A LEASE PURCHASE AGREEMENT AND AUTHORIZING THE EXECUTION OF DOCUMENTS RELATED THERETO

WHEREAS, the Town of Hudson (the "Lessee") is a validly existing political subdivision of the State of Colorado (the "State"), existing as such under and by virtue of the constitution, statutes and laws of the State;

WHEREAS, the Board of Trustees of the Lessee (the "Governing Body") has the power under the laws of the State to lease or purchase personal property for use by the Lessee; and the Governing Body has determined, and hereby determines, that it is in the best interests of the Lessee to enter into a Colorado Municipal Lease-Purchase Agreement with Government Capital Corporation ("Lessor") for the purpose of financing the acquisition of the equipment (the "Equipment") described in Exhibit A to the Colorado Municipal Lease Purchase-Agreement (the "Lease"), and that the use of such Equipment is essential to the Lessee's proper, efficient, and economic operation;

WHEREAS, the Governing Body has taken the necessary and appropriate steps under applicable law to arrange for the acquisition of the Equipment under the Lease;

WHEREAS, the Lease terminates, and the Lessee's obligations thereunder are extinguished, if the Governing Body fails to appropriate money for the ensuing fiscal year for the payment of the amounts due in such fiscal year; and

WHEREAS, there has been presented to the Governing Body the form of the Lease, including Exhibit A thereto, which the Lessee proposes to approve, enter into, and deliver, as applicable, to effectuate the proposed financing of the Equipment, and it appears that the Lease and its Exhibit A are in appropriate form and are appropriate instruments for the purposes intended.

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

Section 1. All actions of the Lessee in effectuating the Lease are hereby approved, ratified, and authorized pursuant to and in accordance with the transactions contemplated by the Lease.

Section 2. Pursuant to C.R.S. § 31-15-801, the Board of Trustees of the Town of Hudson hereby approves the acquisition by the Lessee of the Equipment described in Exhibit A to the Lease, such acquisition to be financed by Lessor pursuant to and in accordance with the terms of the Lease, which shall be a valid, legal and binding obligation of the Lessee enforceable in accordance with its

terms. The form and content of the Lease are in all respects authorized, approved and confirmed, and the Mayor of the Lessee, or his designee, is authorized, empowered and directed to execute and deliver the Lease for and on behalf of the Lessee in substantially the form attached hereto, but with such changes, modifications, additions or deletions therein as shall to her seem necessary, desirable or appropriate.

Section 3. Safety Clause. The Town Board of Trustees hereby finds, determines, and declares that this ordinance is promulgated under the general police power of the Town of Hudson, that it is promulgated for the health, safety, and welfare of the public, and that this ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that the ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 4. Severability. If any clause, sentence, paragraph, or part of this ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

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

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

TOWN OF HUDSON, COLORADO

Raymond Patch, Mayor

ATTEST:

Linnette Barker, CMC, Town Clerk

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

TOWN OF HUDSON, COLORADO

Raymond Patch, Mayor

ATTEST:

Linnette Barker, CMC, Town Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, Town Attorney

COLORADO MUNICIPAL LEASE-PURCHASE AGREEMENT

THIS COLORADO MUNICIPAL LEASE-PURCHASE AGREEMENT **No.6911** (hereafter referred to as "Agreement") dated as of **April 15, 2015**, by and between **Government Capital Corporation**, a Texas corporation (herein referred to as "Lessor"), and **Town of Hudson**, a political subdivision or agency of the State of Colorado (hereinafter referred to as "Lessee").

WITNESSETH: In consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

- 1. Term and Payments.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the property described in Exhibit A hereto (hereinafter, with all replacement parts, substitutions, proceeds, increases, additions, accessions, repairs and accessories incorporated therein or affixed thereto, referred to as the "Property") for the amounts to be paid in the sums (the "Lease Payments") and on the dates (the "Lease Payment Dates") set forth in Exhibit B hereto. Except as specifically provided in Section 2 hereof, the obligation of the Lessee to make the Lease Payments called for in Exhibit B hereto shall be absolute and unconditional in all events and shall not be subject to any set-off, defense, counterclaim or recoupment for any reason. The term of the lease hereunder shall commence upon the dated date of the lease and shall continue until the end of the Lessee's current fiscal period and thereafter for such additional fiscal periods as are necessary to complete the anticipated total lease term as set forth in Exhibit B, unless earlier terminated as provided herein. Lessee will evidence its acceptance of the Property by executing and delivering to Lessor a Certificate of Acceptance (hereinafter so called) in the form provided by Lessor.
- 2. Renewal and Non-Appropriation.** Lessee agrees that it will take all necessary steps and make timely requests for the appropriation of funds to make all Lease Payments called for under Exhibit B, and use its best efforts and take all steps to cause such appropriations to be made. In the event that **(i)** funds for the succeeding fiscal period cannot be obtained, **(ii)** Lessee has exhausted all legally available means for making payment called for under this Agreement, **(iii)** Lessee has invoked and diligently pursued all legal procedures by which payment called for under this agreement may be made, **(iv)** such failure to obtain funds has not resulted from any act or failure to act of Lessee. Lessee may terminate this Agreement at the end of any fiscal period during the payment schedule set forth in Exhibit B by giving notice to Lessor or its successors at least sixty (60) days prior to the first day of such fiscal period for which appropriations cannot be made. Such failure to obtain proper appropriation and approval of the full amount of funds necessary to make required payments hereunder during any fiscal period subsequent to the current fiscal period shall terminate all Lessee's right, title and interest in and obligations under this Agreement and to all the Property, effective on the last day of the last fiscal period for which appropriation or approval was properly obtained.
- 3. Taxes.** In addition to the Lease Payments to be made pursuant to Section 1 hereof, Lessee agrees to indemnify and hold Lessor harmless from and against and to pay Lessor, as additional rent, on demand, an amount equal to all licenses, assessments, sales, use, real or personal property, gross receipts or other taxes, levies, imposts, duties or charges, if any, together with any penalties, fines, or interest thereon imposed against or on Lessor, Lessee or the Property by any governmental authority upon or with respect to the Property or the purchase, ownership, rental, possession, operation, return or sale of, or receipt of payments for, the Property, except any Federal or state income taxes, if any, payable by Lessor. Lessee may contest any such taxes prior to payment provided such contest does not involve any risk of sale, forfeiture or loss of the Property or any interest therein.
- 4. Lessee's Covenants and Representations.** Lessee covenants and represents as follows:
 - (a)** Lessee represents, and will provide an opinion of its counsel to the effect that, it has full power and authority to enter into this Agreement which has been duly authorized, executed, and delivered by Lessee and is a valid and binding obligation of Lessee enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Agreement have been, or will be, complied with in a timely manner;
 - (b)** All Payments hereunder have been, and will be, duly authorized and paid when due out of funds then on hand and legally available for such purposes; Lessee will, to the extent permitted by State law and other terms and conditions of this Agreement, include in its budget for each successive fiscal period during the term of this Agreement a sufficient amount to permit Lessee to discharge all of its obligations hereunder, and Lessee has budgeted and available for the current fiscal period sufficient funds to comply with its obligations hereunder;
 - (c)** There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of performance of, or expenditure of funds pursuant to, this Agreement;
 - (d)** Information supplied and statements made by Lessee in any financial statement or current budget prior to or contemporaneously with the Agreement are true and correct;
 - (e)** Lessee has an immediate need for, and expects to make immediate use of, substantially all the Property, which need is not temporary or expected to diminish in the foreseeable future; specifically Lessee will not give priority or parity in the appropriation of funds for the acquisition or use of any additional property for purposes or functions similar to those of the Property.
 - (f)** There are no circumstances presently affecting the Lessee that could reasonably be expected to alter its foreseeable need for the Property or adversely affect its ability or willingness to budget funds for the payment of sums due hereunder; and
 - (g)** Lessee's right to terminate this Agreement as specified in Section 2 hereof was not an independently bargained for consideration, but was included solely for the purpose of complying with the requirements of the laws of the State in which Lessee is located.
 - (h)** No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time during the past ten (10) years has been terminated by Lessee as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.
 - (i)** Lessee will pay the Lease Payment Due by check, wire transfer, or ACH only.



GOVERNMENT CAPITAL

5. Use and Licenses. Lessee shall pay and discharge all operating expenses and shall cause the Property to be operated by competent persons only. Lessee shall use the Property only for its proper purposes and will not install, use, operate or maintain the Property improperly, carelessly, or in violation of any applicable law, ordinance, rule or regulation of any governmental authority, or in a manner contrary to the nature of the Property or the use contemplated by its manufacturer. Lessee shall keep the property at the location stated on the Certificate of Acceptance executed by Lessee upon delivery of the Property until Lessor, in writing, permits its removal, and the Property shall be used solely in the conduct of the Lessee's operations. Lessee shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property. Any license plates used on the Property shall be issued in the name of the Lessee. If a certificate of title is issuable with respect to the Property, it shall be delivered to the Lessor showing the interest of the Lessor.

6. Maintenance. Lessor shall not be obligated to make any repairs or replacements. At its own expense, Lessee shall service, repair and maintain the Property in as good condition, repair, appearance and working order as when delivered to Lessee hereunder, ordinary wear and tear from proper use alone excepted, and shall replace any and all parts thereof which may from time to time become worn out, lost, stolen, destroyed, or damaged beyond repair or rendered unfit for intended use, for any reason whatsoever, all of which replacements shall be free and clear of all liens, encumbrances and claims of others and shall become part of the Property and subject to this Agreement. Lessor may, at its option, discharge such costs, expenses and insurance premiums necessary for the repair, maintenance and preservation of the Property, and all sums so expended shall be due from Lessee in addition to rental payments hereunder.

7. Alterations.

(a) Lessee may, at its own expense, install or place in or on, or attach or affix to, the Property such equipment or accessories as may be necessary or convenient to use the Property for its intended purposes provided that such equipment or accessories do not impair the value or utility of the Property. All such equipment and accessories shall be removed by Lessee upon termination of this Agreement, provided that any resulting damage shall be repaired at Lessee's expense. Any such equipment or accessories not removed shall become the property of Lessor.

(b) Without the written consent of Lessor, Lessee shall not make any other alterations, modifications or improvements to the Property except as required or permitted hereunder. Any other alterations, modifications or improvements to the Property shall immediately become part of the Property, subject to the provisions hereof. Without the prior written consent of Lessor, Lessee shall not affix or attach any of the Property to any real property. The Property shall remain personal property regardless of whether it becomes affixed or attached to real property or permanently rests upon any real property or any improvement thereon.

8. Liens. Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, security interest, pledge, lien, charge, encumbrance or claim on or with respect to the Property, title thereto or any interest therein, except the respective rights of Lessor and Lessee hereunder.

9. Damage to or Destruction of Property. Lessee shall bear the entire risk of loss, damage, theft or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction or other event shall release Lessee from the obligation to pay the full amount of the rental payments or from any other obligation under this Agreement. In the event of damage to any item of the Property, Lessee will immediately place the same in good repair, with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Property is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessee, will either **(a)** replace the same with like property in good repair or **(b)** on the next Lease Payment Date, pay Lessor **(i)** all amounts then owed by Lessee to Lessor under this Agreement, including the Lease Payment due on such date, and **(ii)** an amount equal to the applicable Option to Purchase Value set forth in Exhibit B.

10. Insurance. Lessee shall either be self-insured with regard to the Property or shall purchase and maintain insurance with regard to the Property. Lessee shall indicate on each Certificate of Acceptance executed in relation to this Agreement its election to be self-insured or company insured with regard to the Property listed on that Certificate of Acceptance. Whether Lessee is self-insured or company insured, Lessee shall, for the term of this Agreement, at its own expense, provide comprehensive liability insurance with respect to the Property, insuring against such risks, and such amounts as are customary for lessees of property of a character similar to the Property. In addition, Lessee shall, for the term of this Agreement, at its own expense, provide casualty insurance with respect to the Property, insuring against customary risks, coverage at all times not less than the amount of the unpaid principal portion of the Lease Payments required to be made pursuant to Section 1 as of the last preceding Payment Date specified in Exhibit B on which a Lease Payment was made. If insurance policies are provided with respect to the Property, all insurance policies shall be with insurers authorized to do business in the State where the Property is located and shall name both Lessor and Lessee as insureds as their respective interest may appear. Insurance proceeds from casualty losses shall be payable solely to the Lessor, subject to the provisions of Section 9. Lessee shall, upon request, deliver to Lessor evidence of the required coverages together with premium receipts, and each insurer shall agree to give Lessor written notice of non-payment of any premium due and ten (10) days notice prior to cancellation or alteration of any such policy. Lessee shall also carry and require any other person or entity working on, in or about the Property to carry workmen's compensation insurance covering employees on, in or about the Property. In the event Lessee fails, for any reason, to comply with the requirements of this Section, Lessee shall indemnify, save harmless and, at Lessee's sole expense, defend Lessor and its agents, employees, officers and directors and the Property against all risk of loss not covered by insurance.

11. Section Deleted

12. No Warranty. EXCEPT FOR REPRESENTATIONS, WARRANTIES, AND SERVICE AGREEMENTS RELATING TO THE PROPERTY MADE OR ENTERED INTO BY THE MANUFACTURERS OR SUPPLIERS OF THE PROPERTY, ALL OF WHICH ARE HEREBY ASSIGNED TO LESSEE, LESSOR HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO SPECIFICATION OR PURCHASE ORDER, ITS DESIGN, DELIVERY, INSTALLATION OR OPERATION. All such risks shall be borne by Lessee without in any way excusing Lessee from its obligations under this Agreement, and Lessor shall not be liable to Lessee for any damages on account of such risks. All claims or actions on any warranty so assigned shall be made or prosecuted by Lessee, at its sole expense, upon prior written notice to Lessor. Lessor may, but shall have no obligation whatsoever to, participate in such claim or action on such warranty, at Lessor's expense. Any recovery under such a warranty shall be made payable jointly to Lessee and Lessor.

13. Option to Purchase. Provided Lessee has complied with the terms and conditions of this Agreement, Lessee shall have the option to purchase not less than all of the Property which is then subject to this Agreement, "as is" at the payment date, for the Option to Purchase Values set forth in Exhibit B by giving written notice to Lessor not less than sixty (60) days prior to the date specified in Exhibit B for the exercise of such option; provided that upon Lessee's timely payment of all Lease Payments specified in Exhibit B, Lessee shall be deemed to have properly exercised its option to purchase the Property and shall be deemed to have acquired all of Lessor's right, title and interest in and to the Property, free of any lien, encumbrance or security interest except such liens, encumbrances or security interest as may be created, or permitted and not discharged, by Lessee but without other warranties. Payment of the applicable Option to Purchase Value shall occur on the applicable Lease Payment Date specified in Exhibit B hereto, at which time Lessor shall, unless not required hereunder, deliver to Lessee a quitclaim bill of sale transferring Lessor's interest in the Property to Lessee free from any lien, encumbrance or security interest except such as may be created, or permitted and not discharged, by Lessee but without other warranties. Upon Lessee's actual or constructive payment of the Option to Purchase Value and Lessor's actual or constructive delivery of a quitclaim bill of sale covering the Property, this Agreement shall terminate except as to obligations or liabilities accruing hereunder prior to such termination.

14. Default and Lessor's Remedies.

(a) The occurrence of one or more of the following events shall constitute an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

(1) Lessee fails to make any payment hereunder when due or within ten (10) days thereafter;
(2) Lessee fails to comply with any other covenant, condition or agreement of Lessee hereunder for a period of the ten (10) days after notice thereof;
(3) Any representation or warranty made by Lessee hereunder shall be untrue in any material respect as of the date made;

(4) Lessee makes, permits or suffers any unauthorized assignment, transfer or other disposition of this Agreement or any interest herein, or any part of the Property or any interest therein; or

(5) Lessee becomes insolvent; or admits in writing its inability to pay its debts as they mature; or applies for, consents to or acquiesces in the appointment of a trustee, receiver or custodian for the Lessee or a substantial part of its property; or, in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed for Lessee or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against Lessee and, if instituted against Lessee, is consented to or acquiesced in by Lessee or is not dismissed within sixty (60) days.

(b) Upon the occurrence of any Event of Default specified herein, Lessor may, at its sole discretion, exercise any or all of the following remedies:

(1) Enforce this Agreement by appropriate action to collect amounts due or to become due hereunder, by acceleration of otherwise, or to cause Lessee to perform its other obligations hereunder in which event Lessee shall be liable for all costs and expenses incurred by Lessor;

(2) Take possession of the Property, without demand or notice and without court order or any process of law, and remove and relet the same for Lessee's account, in which event Lessee waives any and all damages resulting therefrom and shall be liable for all costs and expenses incurred by Lessor in connection therewith and the difference, if any, between the amounts to be paid pursuant to Section 1 hereof and the amounts received and to be received by Lessor in connection with any such reletting;

(3) Terminate this Agreement and repossess the Property, in which event Lessee shall be liable for any amounts payable hereunder through the date of such termination and all costs and expenses incurred by Lessor in connection therewith;

(4) Sell the Property or any portion thereof for Lessor's account at public or private sale, for cash or credit, without demand on notice to Lessee of Lessor's intention to do so, or relet the Property for a term and a rental which may be equal to, greater than or less than the rental and term provided herein. If the proceeds from any such sale or rental payments received under a new agreement made for the periods prior to the expiration of this Agreement are less than the sum of (i) the costs of such repossession, sale, relocation, storage, reconditioning, reletting and reinstallation (including but not limited to reasonable attorneys' fees), (ii) the unpaid principal balance derived from Exhibit B as of the last preceding Lease Payment Date specified in Exhibit B, and (iii) any past due amounts hereunder (plus interest on such unpaid principal balance at the rate specified in Section 19 hereof, prorated to the date of such sale), all of which shall be paid to Lessor, Lessor shall retain all such proceeds and Lessee shall remain liable for any deficiency; or

(5) Pursue and exercise any other remedy available at law or in equity, in which event Lessee shall be liable for any and all costs and expenses incurred by Lessor in connection therewith. "Costs and expenses," as that term is used in this Section 14, shall mean, to the extent allowed by law: (i) reasonable attorneys' fees if this Agreement is referred for collection to an attorney not a salaried employee of Lessor or the holder of this Agreement; (ii) court costs and disbursements including such costs in the event of any action necessary to secure possession of the Property; and (iii) actual and reasonable out-of-pocket expenses incurred in connection with any repossession or foreclosure, including costs of storing, reconditioning and reselling the Property, subject to the standards of good faith and commercial reasonableness set by the applicable Uniform Commercial Code. Lessee waives all rights under all exemption laws.

(6) Under no circumstances shall Lessee be liable under this subsection 14 (b) for any amount in excess of the sum appropriated pursuant to Section 1 hereof for the previous and current fiscal years, less all amounts previously due and paid during such previous and current fiscal years from amounts so appropriated.

15. Termination. Unless Lessee has properly exercised its option to purchase pursuant to Section 13 hereof, lessee shall, upon the expiration of the term of this Agreement or any earlier termination hereof pursuant to the terms of this Agreement, deliver the Property to Lessor unencumbered and in at least as good condition and repair as when delivered to Lessee, ordinary wear and tear resulting from proper use alone excepted, by loading the Property, at Lessee's sole expense, on such carrier, or delivering the Property to such location, as Lessor shall provide or designate at or within a reasonable distance from the general location of the Property. If Lessee fails to deliver the Property to Lessor, as provided in this Section 15, on or before the date of termination of this Agreement, Lessee shall pay to Lessor upon demand, for the hold-over period, a portion of the total payment for the applicable period as set forth in Exhibit B prorated from the date of termination of this Agreement to the date Lessee either redelivers the

Property to Lessor or Lessor repossesses the Property. Lessee hereby waives any right which it now has or which might be acquired or conferred upon it by any law or order of any court or other governmental authority to terminate this Agreement or its obligations hereunder, except in accordance with the express provisions hereof.

16. Assignment. Without Lessor's prior written consent, Lessee will not either *(i)* assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement or the Property or any interest in this Agreement or the Property; or *(ii)* sublet or lend the Property or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Agreement, the Property and any other documents executed with respect to this Agreement and/or grant or assign a security interest in this Agreement and the Property, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Agreement. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. No assignment or reassignment of any of Lessor's rights, title or interest in this Agreement or the Property shall be effective with regard to Lessee unless and until Lessee shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. No further action will be required by Lessor or by Lessee to evidence the assignment. During the term of this Agreement, Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with the United States Internal Revenue Code of 1986, Section 149 (a), and the regulations, proposed or existing, from time to time promulgated thereunder.

17. Personal Property. The Property is and shall at all times be and remain personal property.

18. Title. Lessor or its assignee will retain title to the Property during the lease term. Title to the Property will pass to Lessee upon (and only upon) Lessee's exercise of the purchase option provided in Section 13 hereof and the complete payment and performance by Lessee of all of Lessee's obligations under this Agreement, and in such case Lessor agrees to execute such instruments and do such things as Lessee reasonably requests in order to effectuate the passage of title to Lessee.

19. Lessor's Right to Perform for Lessee. If Lessee fails to make any payment or perform or comply with any of its covenants or obligations hereunder, Lessor may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of Lessee, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by Lessor in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate, shall be payable by Lessee upon demand.

20. Interest on Default. If Lessee fails to pay any Lease Payment specified in Section 1 hereof within ten (10) days after the due date thereof, Lessee shall pay to Lessor interest on such delinquent payment from the due date until paid at the highest lawful rate.

21. Notices. Any notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Agreement or at such other address as either party may hereafter designate.

22. Section Deleted

23. Tax Exemption. Lessee certifies that it does reasonably anticipate that not more than \$10,000,000 of "qualified tax-exempt obligations", as that term is defined in Section 265 (b) 3 (D) of the Internal Revenue Code of 1986 ("the Code"), will be issued by it and any subordinate entities during 2015. Further, Lessee designates this issue as comprising a portion of the \$10 million in aggregate issues to be designated as "qualified tax exempt obligations" eligible for the exception contained in Section 265 (b) 3 (D) of the Code allowing for an exception to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations.

24. Continuing Disclosure. Specifically and without limitation, Lessee agrees to provide audited financial statements, prepared by a certified public accountant not later than six (6) months after and as of the end of each fiscal year. Periodic financial statements shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures and changes in fund balances, from the beginning of the then fiscal year to the end of such period. These reports must be certified as correct by one of Lessee's authorized agents. If Lessee has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

25. Miscellaneous.

(a) Lessee shall, whenever requested, advise Lessor of the exact location and condition of the Property and shall give the Lessor immediate notice of any attachment or other judicial process affecting the Property, and indemnify and save Lessor harmless from any loss or damage caused thereby. Lessor may, for the purpose of inspection, at all reasonable times enter upon any job, building or place where the Property and the books and records of the Lessee with respect thereto are located.

(b) Lessee agrees to equitably adjust the payments payable under this Agreement if there is a determination for any reason that the interest payable pursuant to this Agreement (as incorporated within the schedule of payments) is not excludable from income in accordance with the Internal Revenue Code of 1986, as amended, such as to make Lessor and its assigns whole.

(c) Time is of the essence. No covenant or obligations hereunder to be performed by Lessee may be waived except by the written consent of Lessor, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude Lessor from invoking such remedy at any later time prior to Lessee's cure of the condition giving rise to such remedy. Lessor's rights hereunder are cumulative and not alternative.

(d) This Agreement shall be construed in accordance with, and governed by, the laws of the State in which the Property is located.

(e) This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both Lessor and Lessee.

(f) Any term or provision of this Agreement found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

(g) The Lessor hereunder shall have the right at any time or times, by notice to Lessee, to designate or appoint any person or entity to act as agent or trustee for Lessor for any purposes hereunder.

(h) All transportation charges shall be borne by Lessee. Lessee will immediately notify Lessor of any change occurring in or to the Property, of a change in Lessee's address, or in any fact or circumstance warranted or represented by Lessee to Lessor, or if any Event of Default occurs.

(i) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever and wherever appropriate.

(j) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(k) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Agreement.

(l) Nothing in this agreement shall be deemed to waive or limit the protections afforded the Lessee under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____ in the year 2015.

Lessor: Government Capital Corporation

Authorized Signature
345 Miron Dr.
Southlake, TX 76092

Witness Signature: _____

Print Name: _____

Print Title: _____

Lessee: Town of Hudson

Raymond Patch, Mayor
557 Ash St.
Hudson, CO 80642

Witness Signature: _____

Print Name: _____

Print Title: _____

EXHIBIT A
DESCRIPTION OF PROPERTY
 COLORADO MUNICIPAL LEASE-PURCHASE AGREEMENT No.6911 (THE "AGREEMENT")
 BY AND BETWEEN
Lessor, Government Capital Corporation **and Lessee**, Town of Hudson
 Dated as of April 15, 2015

QTY	DESCRIPTION
Water Meter Project	
Five Hundred Seven (507)	5/8" X 3/4" Master Meter Multi Jet "Under the Glass" 3G
Fourteen (14)	2" Master Meter Octave Meter with XTR and 5' cable
One (1)	1" Master Meter 3G Register
One (1)	MasterLINK Data Collection System & Vehicle Reading System Software Semi Rugged Laptop with AC-DC Power Supply , Microsoft Map Point 2009 software license for "Moving Maps" , Vehicle Power Supply, Hard Shell Carrying Case, GPS Receiver DIALOG 3G DMMR RF Transceiver, Cigarette DC Power Supply, External Mag Mount Antenna, 3G Technician programming software, ACSII interface to existing utility billing software

PROPERTY LOCATION:
 City Wide
 Hudson, CO

EXHIBIT B

>> SCHEDULE OF PAYMENTS & OPTION TO PURCHASE PRICE <<

COLORADO MUNICIPAL LEASE PURCHASE AGREEMENT **No.6911** (THE "AGREEMENT") BY AND BETWEEN

Lessor: Government Capital Corporation *and*

Lessee: Town of Hudson

Schedule dated as of April 23, 2015

PMT NO.	PMT DATE MO DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	OPTION TO PURCHASE after pmt on this line
1	4/23/2016	\$30,772.01	\$4,547.61	\$26,224.40	N/A
2	4/23/2017	\$30,772.01	\$3,695.32	\$27,076.69	N/A
3	4/23/2018	\$30,772.01	\$2,815.32	\$27,956.69	\$59,397.26
4	4/23/2019	\$30,772.01	\$1,906.73	\$28,865.28	\$30,050.78
5	4/23/2020	\$30,772.01	\$968.61	\$29,803.40	\$1.00
Grand Totals		\$153,860.05	\$13,933.59	\$139,926.46	

Interest Rate: 3.25%

Accepted By Lessee: _____
Raymond Patch, Mayor

INCUMBENCY, INSURANCE, AND ESSENTIAL USE CERTIFICATES
COLORADO MUNICIPAL LEASE-PURCHASE AGREEMENT No.6911 (THE "AGREEMENT")
BY AND BETWEEN
Lessor, Government Capital Corporation and Lessee, Town of Hudson
Dated as of April 15, 2015

I, Linnette Barker, do hereby certify that I am the duly elected or appointed and acting Town Clerk (Keeper of the Records), of Town of Hudson, a political subdivision or agency duly organized and existing under the laws of the State of Colorado, that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain Municipal Lease-Purchase Agreement dated as of April 15, 2015, between such entity and Government Capital Corporation

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Raymond Patch	Mayor	_____

IN WITNESS WHEREOF, I have duly executed this certificate and hereto this _____ day of _____, 2015.

BY: _____
 Linnette Barker, Town Clerk

Lessee certifies that property and liability insurance, if applicable, have been secured in accordance with the Agreement and such coverage will be maintained in full force for the term of the Agreement. "Lessor or its Assigns" should be designated as loss payee until Lessee is notified, in writing, to substitute a new loss payee. **The following information is provided about insurance:**

INSURANCE COMPANY/AGENT'S NAME: _____
 INSURANCE COMPANY ADDRESS: _____
 CITY, STATE, ZIP: _____
 PHONE NUMBER: _____ POLICY NUMBER: _____

I, Raymond Patch, Mayor, of Town of Hudson, hereby certify that the Equipment, to be leased to the undersigned under the certain Lease Agreement, dated as of April 15, 2015, between such entity and Government Capital Corporation ("Lessor"), will be used by the undersigned Lessee for the following purpose: **(PLEASE FILL OUT PRIMARY USE BELOW)**

PRIMARY USE _____

The undersigned hereby represents that the use of the Equipment is essential to its proper, efficient and economic operation.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 2015.

By Lessee:

 Raymond Patch, Mayor
 For Lessee: Town of Hudson

[to be retyped on letterhead of lessee's counsel]

Government Capital Corporation
Attention Documentation Department
345 Miron Drive
Southlake, TX 76092

RE: Municipal Lease-Purchase Agreement No.6911:

Dear Lessor,

I have acted as Counsel to Town of Hudson with respect to that certain Colorado Municipal Lease-Purchase Agreement No. 6911, by and between Government Capital Corporation as Lessor and Town of Hudson as Lessee. I have reviewed the Agreement and such other documents, records and certificates of Lessee and appropriate public officials as I have deemed relevant and am of the opinion that:

1. The Lessee is a political subdivision or agency of the State of Colorado with the requisite power and authority to incur obligations, the interest on which is exempt from taxation by virtue of Section 103(a) of the Internal Revenue Code of 1986;
2. The execution, delivery and performance by the Lessee of the Agreement have been duly authorized by all necessary action on the part of the Lessee; and
3. The Agreement constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms.
4. The above opinions may be relied upon by the Lessee, Lessor, or its Assigns.

Sincerely,

Attorney at Law

ESCROW AGREEMENT

COLORADO MUNICIPAL LEASE-PURCHASE AGREEMENT **No.6911** (THE "AGREEMENT") BY AND BETWEEN
Lessor, Government Capital Corporation and **Lessee**, Town of Hudson
Federal Tax ID #84-6000680 Dated as of April 15, 2015

THIS ESCROW AGREEMENT (the "Agreement") is made and entered into as of April 15, 2015 ("Agreement Date") by and among Government Capital Corporation ("Lessor"), Town of Hudson ("Lessee") and _____ ("Agent").

WITNESSETH:

WHEREAS, Lessor and Lessee have entered into a certain Municipal Lease-Purchase Agreement dated as of April 15, 2015 (the "Lease") pursuant to which the property more particularly described therein (the "Equipment") will be leased to the Lessee under the terms stated in the Lease;

WHEREAS, Lessor and Lessee desire to make funding arrangements for the acquisition of the Equipment, and Agent agrees to serve as escrow agent for such funding and acquisition;

NOW THEREFORE, in consideration of the mutual agreements and covenant herein contained and for other valuable consideration, the parties hereby agree as follows:

1. Agent shall undertake the duties and obligations of escrow agent as set forth in this Agreement. Agent shall not be deemed to be a party to the Lease.
2. Lessor has delivered to Agent the sum of \$139,926.46 ("Escrow Amount") for deposit by Agent in the Town of Hudson Escrow Account (the "Fund"). The Fund will be administered by Agent pursuant to the terms of this Agreement.
3. Deposits in the Fund shall be used to pay for the acquisition of the Equipment. The Equipment may be acquired as individual items or as groups of items. Agent shall make disbursements from the Fund in payment for the acquisition of each item or group of items of the Equipment promptly upon receipt of a properly executed Escrow Disbursement Request Form, in the form attached hereto as "Schedule 1", for that portion of the acquisition of the Equipment for which payment is requested. Upon full acquisition of an item or group of items of the Equipment, any remaining cost of such item or group of items shall be disbursed promptly by the Agent upon receipt of a properly executed Acceptance Certificate and a corresponding Escrow Disbursement Request Form in the form attached hereto as "Schedule 1", for that portion of the Equipment for which payment is requested. Payment by Agent shall be to the payee shown on the Escrow Disbursement Request Form.
4. Agent will invest the Fund, as specified by Lessor, in general obligations of the United States or in obligations fully insured by the United States or in certificates of deposit of a bank which is either fully insured by an agency of the federal government or fully collateralized by such federal or federally guaranteed obligations, or in no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission that includes in their investment objectives the maintenance of a stable net asset value of \$1 for each share, or Money Market Mutual Funds registered under the Investment Act of 1940. Agent will retain in the Fund all earnings from investment of the Fund until termination of the Fund pursuant to Section 5 hereof.
5. Upon execution of one or more Acceptance Certificates by Lessee and payment of acquisition costs by Agent for all the Equipment, this Agreement and the Funds shall terminate, and Agent shall transfer to Lessor all remaining sums in the Fund. If not terminated earlier, this Agreement and the Fund shall terminate on April 15, 2016 ("Termination Date"). In this latter event, interest accrued pursuant to investment of the Fund under the terms of Section 4 hereof and all remaining principal in the Fund shall be transferred by Agent to Lessor; Exhibit "A" attached to the Lease shall thereupon be revised to delete any non-acquired portions of the Equipment and to substitute an amended amortization payment schedule to reflect the reduced acquisition costs.
6. Lessor and Lessee may by written agreement between themselves remove the Agent, at any time and for any reason, and appoint a successor escrow agent. Such removal shall not be effective until thirty (30) days after written notice thereof if provided to Agent.
7. Agent may at any time and for any reason resign as escrow agent by giving written notice to Lessor and Lessee of its intention to resign and of the proposed date of resignation, which date shall be not less than thirty (30) days after giving Lessee and Lessor written notice of intent to resign, nor less than thirty (30) days after being appointed by Lessor and Lessee.
8. Agent shall have no obligation under the terms of this Agreement to make any disbursement except from the Fund. Agent makes no warranties or representations as to the Equipment or as to performance of the obligations of Lessor or Lessee under this Agreement or the Lease.
9. Agent shall be entitled to rely in good faith upon any documents signed by a party hereto and shall have no duty to investigate the veracity of such documents. Agent (i) may assume that any person giving notice pursuant to the terms hereof is authorized to do so and (ii) shall not be liable for good faith reliance thereon.
10. To the limited extent required to perfect the security interest granted by Lessee to Lessor in the cash and negotiable instrument from time to time comprising the Fund, Lessor hereby appoints the Agent as its security agent, and the Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash negotiable instruments on behalf of Lessor.
11. This Agreement may be amended by written agreement executed by all the parties.
12. This Agreement may be executed in several counterparts, each of which shall be an original.

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

Lessor: Government Capital Corporation

BY: _____
Authorized Signer

Lessee: Town of Hudson

BY: _____
Raymond Patch, Mayor

Agent: _____

BY: _____
Agent Rep, Agent Rep Title

ESCROW AGREEMENT - SCHEDULE 1
COLORADO MUNICIPAL LEASE-PURCHASE AGREEMENT No.6911 (THE "AGREEMENT")
BY AND BETWEEN
Lessor, Government Capital Corporation and **Lessee**, Town of Hudson
Dated as of April 15, 2015

ESCROW DISBURSEMENT REQUEST FORM

_____, acting as escrow agent (the "Agent") under the Escrow Agreement dated as of April 15, 2015 (Escrow Date) by and among the Agent, Government Capital Corporation as Lessor and Town of Hudson as Lessee, is hereby requested to pay to the person or corporation designated below as Payee the sum set forth below in payment of the acquisition and installation costs of the equipment described below. The amount shown below is due and payable under the invoice of Payee with respect to the described equipment and has not formed the basis any prior request for payment.

PAYEE: _____

AMOUNT: _____

DESCRIPTION OF EQUIPMENT: _____

INVOICE # _____ DATED: _____

Indicate Method for Payment Disbursement:

_____ Overnight Check *** _____ Regular Mail Check _____ Wire Funds

Mailing Address: _____ Wire Instructions: _____

(*** Please note that there might be a fee charged for overnight delivery. This fee will be deducted from the Escrow Balance before disbursement is made).

Lessee: Town of Hudson

By: _____
Raymond Patch, Mayor

Lessor: Government Capital Corporation or its Assigns

By: _____
Authorized Signer

ACCEPTANCE CERTIFICATE

Town of Hudson as Lessee under that certain Municipal Lease-Purchase Agreement dated as of April 15, 2015 ("Agreement Date") (the "Lease"), hereby acknowledges receipt in good condition of all the equipment described on the attached Vendor Invoice(s) hereby accepts such equipment and hereby certifies that Lessor has fully and satisfactorily performed all covenants and conditions to be performed by it under the Lease with regard to such equipment, that such equipment is fully insured in accordance with Section 10 of the Lease and that such equipment constitutes all or a portion of the Equipment as that term as defined in the Lease.

Date: _____, 2015.

By Lessee: Town of Hudson

For Lessee: _____
Raymond Patch, Mayor

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
 ► See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name Town of Hudson		2 Issuer's employer identification number (EIN) 84-6000680	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Joe Racine, Town Administrator		3b Telephone number of other person shown on 3a 303-536-9311	
4 Number and street (or P.O. box if mail is not delivered to street address) P.O. Box 351	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Hudson, CO 80642		7 Date of issue	
8 Name of issue Agreement #6911		9 CUSIP number None	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Raymond Patch, Mayor		10b Telephone number of officer or other employee shown on 10a 303-536-9311	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11	Education	
12	Health and hospital	
13	Transportation	
14	Public safety	
15	Environment (including sewage bonds)	
16	Housing	
17	Utilities	
18	Other. Describe ► Water Meter Project	\$139,926 46
19	If obligations are TANs or RANs, check only box 19a	<input type="checkbox"/>
	If obligations are BANs, check only box 19b	<input type="checkbox"/>
20	If obligations are in the form of a lease or installment sale, check box	<input checked="" type="checkbox"/>

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	04-23-2020	\$ 139,926.46	\$ N/A	5 years	3.25 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)					
22	Proceeds used for accrued interest				N/A
23	Issue price of entire issue (enter amount from line 21, column (b))				\$139,926 46
24	Proceeds used for bond issuance costs (including underwriters' discount)		N/A		
25	Proceeds used for credit enhancement		N/A		
26	Proceeds allocated to reasonably required reserve or replacement fund		N/A		
27	Proceeds used to currently refund prior issues		N/A		
28	Proceeds used to advance refund prior issues		N/A		
29	Total (add lines 24 through 28)				N/A
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)				\$139,926 46

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.		
31	Enter the remaining weighted average maturity of the bonds to be currently refunded	N/A years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded	N/A years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	N/A
34	Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
 - 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)
 - b** Enter the final maturity date of the GIC ▶ _____
 - c** Enter the name of the GIC provider ▶ _____
 - 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
 - 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the following information:
 - b** Enter the date of the master pool obligation ▶ _____
 - c** Enter the EIN of the issuer of the master pool obligation ▶ _____
 - d** Enter the name of the issuer of the master pool obligation ▶ _____
 - 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box
 - 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box
 - 41a** If the issuer has identified a hedge, check here and enter the following information:
 - b** Name of hedge provider ▶ _____
 - c** Type of hedge ▶ _____
 - d** Term of hedge ▶ _____
 - 42** If the issuer has superintegrated the hedge, check box
 - 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box
 - 44** If the issuer has established written procedures to monitor the requirements of section 148, check box
 - 45a** If some portion of the proceeds was used to reimburse expenditures, check here and enter the amount of reimbursement ▶ _____
 - b** Enter the date the official intent was adopted ▶ _____

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	Signature of issuer's authorized representative ▶ _____	Date ▶ _____	Raymond Patch, Mayor	Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶			Firm's EIN ▶	
	Firm's address ▶			Phone no.	

