# AGENDA

## TOWN OF HUDSON – TOWN COUNCIL
## REGULAR MEETING
## September 7, 2016 - 6:00 P.M.

**PLEDGE OF ALLEGIANCE**

**CALL TO ORDER AND ROLL CALL**

**ADDITIONS TO AGENDA**

**CITIZEN'S COMMENTS**

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

a. Town Council Meeting Minutes – August 17, 2016

b. Payment of Bills

c. Liquor License Renewal – Old Buffalo Liquors

2) **GENERAL BUSINESS**

a. Ordinance No. 16-06, First Reading, AN ORDINANCE AMENDING SECTION 7-84 OF THE HUDSON MUNICIPAL CODE TO PROVIDE FOR BACKYARD CHICKEN PERMITS ON SINGLE FAMILY HOME PROPERTIES IN NON-RESIDENTIAL ZONING DISTRICTS

b. Ordinance No. 16-07, First Reading, AN ORDINANCE AMENDING ARTICLE 4 OF CHAPTER 16 OF THE HUDSON MUNICIPAL CODE TO ADD A NEW SECTION 16-49, C-O, COMMERCIAL OFFICE ZONING DISTRICT

c. Ordinance No. 16-08, First Reading, AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE TOWN OF HUDSON, COLORADO REVENUE REFUNDING BONDS, SERIES 2016, FOR THE PURPOSE OF REFUNDING ALL OF THE TOWN'S SALES TAX REVENUE BONDS, SERIES 2009 AND THE TOWN'S LIMITED TAX GENERAL OBLIGATION BONDS, SERIES 2009, AND PLEDGING CERTAIN REVENUES OF THE TOWN FOR THE PAYMENT OF THE BONDS.

d. Engineering Contract, J&T Consulting, Inc., Eastridge Drainage Design

e. Discussion: Request for Proposals, Single provider residential trash service

3) **STAFF REPORTS**

4) **ADJOURNMENT**

MINUTES
TOWN OF HUDSON TOWN COUNCIL
REGULAR MEETING
August 17, 2016 - 6:00 P.M.

PLEDGE OF ALLEGIANCE

CALL TO ORDER AND ROLL CALL

Mayor Pro-Tem Hargis called the meeting to order at 6:00 p.m.

ROLL CALL

Mayor, Raymond Patch - Absent
Mayor Pro-Tem, Laura Hargis – Present
Councilmember, Matt Cole – Present
Councilmember, Christine Hamilton – Present
Councilmember, Julia Stell – Present
Councilmember, Joe Hammock – Present
Councilmember, Maria Chavez - Absent

Town Clerk, Rebecca Utecht took roll call, and a quorum of (4) Councilmembers were present.

Town Staff Present:

Town Manager – Joe Racine
Town Attorney – Corey Hoffmann
Town Clerk – Rebecca Utecht
Economic Development Director – Dan Hamsmith
Utility and Public Works Director – Hunter Fobare
Town Marshal – Brent Flot
Recreation Director – Billie Stam

ADDITIONS TO AGENDA

None

CITIZEN'S COMMENTS

None

**1) <u>CONSENT AGENDA</u>**

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

a. Town Council Minutes, Regular Meeting, August 3, 2016
b. Payment of Bills

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

The vote was as follows:
Aye: Councilmembers Hamilton, Cole, Hargis, Hammock and Stell.
Nay - None
Mayor Pro-Tem Hargis declared the motion carried.

## 2) GENERAL BUSINESS

a. Case 16-06, 641 Dahlia Street, Residential Use in Business District

Joe Racine, Town Manager, reported that this matter was scheduled for the August 10th Planning Commission meeting. However, there was not a quorum to do business in the meeting. Because there was not a quorum to conduct business he recommended that the Council act on the Commission's behalf in considering the request for approval of a single family dwelling in the B zoning district.

Councilmember Cole made a motion, seconded by Councilmember Stell to approve Case 16-06, 641 Dahlia Street, Residential Use in Business District

The vote was as follows:
Aye: Councilmembers Cole, Stell, Hargis, Hamilton, and Hammock.
Nay - None
Mayor Pro-Tem Hargis declared the motion carried.

b. Resolution 16-22 – Bank Authorized Signer

Joe Racine, Town Manager, reported that Resolution 16-22 designates the Mayor, the Town Manager and the new Clerk/Treasurer by name as being authorized to sign on the Town's bank accounts and safe deposit box.

Councilmember Hamilton made a motion, seconded by Councilmember Hammock to approve Resolution 16-22, Bank Authorized Signer

The vote was as follows:
Aye: Councilmembers Hamilton, Hammock, Cole, Stell and Hargis.
Nay - None
Mayor Pro-Tem Hargis declared the motion carried.

c. Engineering Contract – Eastridge drainage design

Joe Racine, Town Manager, recommended that Council table this item until the next meeting as he has not yet received the engineering contract.

d. Discussion – Recreation Programs

Billie Stam, Recreation Director, reported that with this department timing is everything. Over the summer she attempted to have art and fitness classes and there was no interest. She is working on after school activities for kids in conjunction with the school district. These activities will occur at the community center. She is also working on combination kid and adult programming. She will be moving the Coffee Time activity from the library to the community center and will be asking the school if some of the school kids could come sing to the seniors. She is always searching for new ideas and welcomes the Council to reach out to her with any ideas they have. The Fort Lupton Recreation Center passes have been successful. To date there have been 97 drop-in's and residents have purchased 19 monthly and or quarterly passes. Open gyms will start again on September 12, 2016. The Lunch with the Mayor program will start up again on September 6, 2016.

e. Request to purchase Town-owned property

Joe Racine, Town Manager, reported that the interested party was not present and that this time would be removed from the agenda.

f. Resolution 16-23 – Recognition of Linnette Barker's Service to the Town of Hudson

Joe Racine, Town Manager, reported that Resolution 16-23 is a formal way to recognize her for her many years of service to the Town of Hudson.

Councilmember Cole made a motion, seconded by Councilmember Stell to approve Resolution 16-23 – Recognition of Linnette Barker's Service to the Town of Hudson

The vote was as follows:
Aye: Councilmembers Cole, Stell, Hamilton, Hammock and Hargis.
Nay - None
Mayor Pro-Tem Hargis declared the motion carried.

## 3) STAFF REPORTS

Joe Racine, Town Manager, reported that Dan Hamsmith will have a draft RFP for trash service at the next Council meeting. Joe is working with Kathie Novak on a draft agenda for the upcoming Council retreat. He asked the Council for any discussion items they may want at the retreat. The architect provided the Town with samples of the materials and colors to be used in the new Town Hall. These are available for the Council to look at.

Corey Hoffmann, Town Attorney, reported that there was nothing new on the High Plains Library District litigation. Marshal Brent Flot was made aware of an issue yesterday. In 2004, a state statute was adopted that addressed non-traditional law enforcement. The statute states that new law enforcement agencies must be approved by the Colorado legislature to have a Marshal's department. The statute states that departments must be certified even if the police are individually certified.

Mr. Hoffmann suggested that statute requirements are inconsistent with Title 31 and the Town of Hudson's Charter. He has been in contact with the Weld County District Attorney's office regarding this matter. This will not affect any current marshal operations in Town.

Hunter Fobare, Utility and Public Works Director, reported that he is selling the old street sweeper, a post-hole digger, and a water wagon. Public Works has been mowing native areas. Lee Walhus will be helping the Habitat for Humanity with the skid steer tomorrow for construction of the fencing. Hunter is still looking for a skid steer. The maintenance workers have been flushing hydrants and will start sewer jetting soon. Town Clean-Up Days are scheduled for Friday, September 23 and Saturday, September 24.

Laura Hargis, Mayor Pro-Tem, reported that the Town should consider purchasing a wood chipper in next year's budget.

Hunter Fobare, Utility and Public Works Director, said he has checked into the purchase of a wood chipper. This would save the Town a lot of money because much of what is disposed of at clean-up days is tree limbs. He has found wood chippers for under $5,000.00 and this purchase would pay for itself in one year.

Chris Hamilton, Councilmember, reported that the Town Hall groundbreaking event was great.

**ADJOURNMENT**

The meeting adjourned at approximately 6:34 p.m.

TOWN OF HUDSON, COLORADO

_____
Mayor

ATTEST

_____
Town Clerk

Report Criteria:
Report type: GL detail
Check.Type = {<>} "Adjustment"

| Check Issue Date | Check Number | Vendor Number | Payee | Invoice Number | Description | Invoice GL Account | Check Amount |
|---|---|---|---|---|---|---|---|
| 09/02/2016 | 52053 | 1103 | Ablao Law LLC | 690 | Judicial Services- August 2016 Court | 10-62-6633 | 300.00 |
| Total 52053: | | | | | | | 300.00 |
| 09/02/2016 | 52054 | 1330 | American Disposal Services of Co | 0005490494 | WW Trash | 75-68-6633 | 200.00 |
| 09/02/2016 | 52054 | 1330 | American Disposal Services of Co | 082516-3819 | Trash Service - 557 Ash Street | 10-64-6633 | 76.00 |
| Total 52054: | | | | | | | 276.00 |
| 09/02/2016 | 52055 | 886 | At Your Service Electric | 16257 | Memorial Lights | 10-69-7712 | 1,479.22 |
| Total 52055: | | | | | | | 1,479.22 |
| 09/02/2016 | 52056 | 45 | AT&T | 080416-0226 | Phone Service | 70-68-6410 | 24.27 |
| 09/02/2016 | 52056 | 45 | AT&T | 080416-0226 | Phone Service | 70-64-6410 | 24.27 |
| 09/02/2016 | 52056 | 45 | AT&T | 080416-0226 | Phone Service | 10-68-6410 | 24.27 |
| 09/02/2016 | 52056 | 45 | AT&T | 080416-0226 | Phone Service | 10-64-6410 | 48.54 |
| Total 52056: | | | | | | | 121.35 |
| 09/02/2016 | 52057 | 2 | Atmos Energy | 080916-4001 | Natural Gas Utilities | 10-68-6412 | 59.36 |
| 09/02/2016 | 52057 | 2 | Atmos Energy | 081016-3014 | Natural Gas Utilities | 10-64-6412 | 33.27 |
| 09/02/2016 | 52057 | 2 | Atmos Energy | 081016-3014 | Natural Gas Utilities | 70-64-6412 | 33.27 |
| 09/02/2016 | 52057 | 2 | Atmos Energy | 081016-3014 | Natural Gas Utilities | 10-68-6412 | .55 |
| Total 52057: | | | | | | | 126.45 |
| 09/02/2016 | 52058 | 1035 | Backflow Tech | 88339 | Backflow Testing | 70-68-6710 | 70.00 |
| Total 52058: | | | | | | | 70.00 |
| 09/02/2016 | 52059 | 1208 | BBR | 03122 | Trash | 10-68-6633 | 350.00 |
| Total 52059: | | | | | | | 350.00 |
| 09/02/2016 | 52060 | 1285 | Billie Stam | 08252016 | Mileage | 10-69-6213 | 110.97 |
| Total 52060: | | | | | | | 110.97 |
| 09/02/2016 | 52061 | 1104 | Bomgaars | 81616-58016 | Revive | 10-69-6735 | 275.91 |
| Total 52061: | | | | | | | 275.91 |
| 09/02/2016 | 52062 | 1148 | CDPHE | WC1710266 | Storm Water Permit | 10-64-6415 | 350.00 |
| 09/02/2016 | 52062 | 1148 | CDPHE | WU1710221 | Annual Billing - Permit COG589104 | 75-68-6415 | 1,170.00 |
| 09/02/2016 | 52062 | 1148 | CDPHE | WU1710221 | Annual Billing - Permit COG589104 | 75-68-6415 | 75.00 |
| Total 52062: | | | | | | | 1,595.00 |
| 09/02/2016 | 52063 | 30 | Century Link | 082516-3035 | Telephone Service - 303-536-4753 | 10-64-6410 | 65.24 |
| 09/02/2016 | 52063 | 30 | Century Link | 082516-3035 | Telephone Service - 303-536-9311 | 75-68-6410 | 80.29 |
| 09/02/2016 | 52063 | 30 | Century Link | 082516-3035 | Telephone Service - 303-536-9311 | 70-64-6410 | 80.30 |

| Check Issue Date | Check Number | Vendor Number | Payee | Invoice Number | Description | Invoice GL Account | Check Amount |
|---|---|---|---|---|---|---|---|
| 09/02/2016 | 52063 | 30 | Century Link | 082516-3035 | Telephone Service - 303-536-9365 | 70-68-6410 | 54.86 |
| 09/02/2016 | 52063 | 30 | Century Link | 0825216-303 | Telephone Service - 303-536-4003 | 75-68-6410 | 104.02 |
| Total 52063: | | | | | | | 384.71 |
| 09/02/2016 | 52064 | 1338 | CHARITY YOUNG | 083116 | Cell Phone Service | 10-64-6411 | 25.00 |
| Total 52064: | | | | | | | 25.00 |
| 09/02/2016 | 52065 | 36 | Colorado Analytical Laboratories I | 160802123 | WW Samples | 75-68-6633 | 113.40 |
| 09/02/2016 | 52065 | 36 | Colorado Analytical Laboratories I | 160809089 | WW Samples | 75-68-6633 | 113.40 |
| 09/02/2016 | 52065 | 36 | Colorado Analytical Laboratories I | 160816050 | WW Samples | 75-68-6633 | 113.40 |
| Total 52065: | | | | | | | 340.20 |
| 09/02/2016 | 52066 | 37 | Coren Printing Inc. | 20029 | YOTM signs | 10-69-6730 | 72.00 |
| 09/02/2016 | 52066 | 37 | Coren Printing Inc. | 20062 | Letterhead with New Logo | 10-64-6720 | 45.00 |
| Total 52066: | | | | | | | 117.00 |
| 09/02/2016 | 52067 | 33 | DPC Industries Inc. | 737003506-1 | Chemicals - Sodium Hyp | 75-68-6710 | 878.50 |
| 09/02/2016 | 52067 | 33 | DPC Industries Inc. | 737003810-1 | WW Chemicals | 75-68-6710 | 891.05 |
| Total 52067: | | | | | | | 1,769.55 |
| 09/02/2016 | 52068 | 1271 | Fastenal Company | COFTL12399 | Supplies | 70-68-6710 | 5.09 |
| Total 52068: | | | | | | | 5.09 |
| 09/02/2016 | 52069 | 503 | Flowmation Inc. | 3602 | Pump Repair | 70-68-6652 | 400.00 |
| Total 52069: | | | | | | | 400.00 |
| 09/02/2016 | 52070 | 54 | Fort Lupton City of | FIN2016199 | O&M for Joint Water Treatment Facility | 70-68-6515 | 5,765.87 |
| Total 52070: | | | | | | | 5,765.87 |
| 09/02/2016 | 52071 | 57 | Front Range Internet | 1433062 | Website Hosting & Maintenance | 10-64-6633 | 122.90 |
| Total 52071: | | | | | | | 122.90 |
| 09/02/2016 | 52072 | 1333 | G&G Equipment | 55357 | Mower Parts | 10-69-6710 | 18.26 |
| Total 52072: | | | | | | | 18.26 |
| 09/02/2016 | 52073 | 1265 | Galls LLC | 005932720 | Equipment | 10-66-7734 | 524.13 |
| 09/02/2016 | 52073 | 1265 | Galls LLC | 005941675 | Uniform H254 | 10-66-6710 | 422.44 |
| Total 52073: | | | | | | | 946.57 |
| 09/02/2016 | 52074 | 1045 | Green Mountain Lawn & Tree Car | 156780 | Tree Spraying | 10-69-6633 | 577.50 |
| Total 52074: | | | | | | | 577.50 |
| 09/02/2016 | 52075 | 9 | Hector J. Brignoni MD | 082516-6983 | Pre Employment Physical | 10-64-6632 | 235.00 |

| Check Issue Date | Check Number | Vendor Number | Payee | Invoice Number | Description | Invoice GL Account | Check Amount |
|---|---|---|---|---|---|---|---|
| Total 52075: | | | | | | | 235.00 |
| 09/02/2016 | 52076 | 1224 | Hudson Academy of Arts & Scienc | 82616 | Lunch with the Mayor | 10-69-6730 | 113.90 |
| Total 52076: | | | | | | | 113.90 |
| 09/02/2016 | 52077 | 210 | Humane Society of Weld County | 8659 | Animal Contract Billing | 10-66-6633 | 129.84 |
| Total 52077: | | | | | | | 129.84 |
| 09/02/2016 | 52078 | 115 | International Institute of Mun. Cler | 083116 | Annual Membership | 10-64-6211 | 95.00 |
| Total 52078: | | | | | | | 95.00 |
| 09/02/2016 | 52079 | 1204 | Longmont Ford | 6085806 | Repair Impala | 10-66-6740 | 6,953.97 |
| Total 52079: | | | | | | | 6,953.97 |
| 09/02/2016 | 52080 | 853 | Love's Travel Stops & County Stor | 6000027861 | Fuel | 10-66-6416 | 263.96 |
| 09/02/2016 | 52080 | 853 | Love's Travel Stops & County Stor | 6000027861 | Fuel | 10-66-6416 | 107.12 |
| 09/02/2016 | 52080 | 853 | Love's Travel Stops & County Stor | 6000027861 | Fuel | 70-68-6416 | 210.26 |
| 09/02/2016 | 52080 | 853 | Love's Travel Stops & County Stor | 6000027861 | Fuel | 10-68-6416 | 530.42 |
| 09/02/2016 | 52080 | 853 | Love's Travel Stops & County Stor | 6000027861 | Fuel | 10-68-6416 | 65.51 |
| 09/02/2016 | 52080 | 853 | Love's Travel Stops & County Stor | 6000027861 | Fuel | 10-66-6416 | 153.23 |
| 09/02/2016 | 52080 | 853 | Love's Travel Stops & County Stor | 6000027861 | Fuel | 75-68-6416 | 162.58 |
| 09/02/2016 | 52080 | 853 | Love's Travel Stops & County Stor | 6000027861 | Fuel | 10-68-6416 | 181.58 |
| 09/02/2016 | 52080 | 853 | Love's Travel Stops & County Stor | 6000027861 | Fuel | 10-68-6416 | 127.88 |
| 09/02/2016 | 52080 | 853 | Love's Travel Stops & County Stor | 6000027861 | Fuel | 10-69-6416 | 75.14 |
| Total 52080: | | | | | | | 1,877.68 |
| 09/02/2016 | 52081 | 86 | Northern Colorado Water Conserv | 082216-2080 | Water Contract - ID 2080 | 70-68-6520 | 27,936.40 |
| Total 52081: | | | | | | | 27,936.40 |
| 09/02/2016 | 52082 | 1307 | Northwest Parkway | 6435322 | Toll Road | 10-66-6710 | .65 |
| Total 52082: | | | | | | | .65 |
| 09/02/2016 | 52083 | 6 | Office Depot | 1962029841 | Office Forms | 10-66-6720 | 135.90 |
| 09/02/2016 | 52083 | 6 | Office Depot | 1963376229 | Printer Ink | 10-66-6720 | 66.96 |
| Total 52083: | | | | | | | 202.86 |
| 09/02/2016 | 52084 | 348 | Prospect Implement Inc. | 61780 | Brush Hog blades | 10-69-6710 | 87.36 |
| Total 52084: | | | | | | | 87.36 |
| 09/02/2016 | 52085 | 509 | Quill Corporation | 36-2952904 | Operating Supplies - Kleenex, Coffee | 10-64-6710 | 61.34 |
| 09/02/2016 | 52085 | 509 | Quill Corporation | 36-2952904 | Office Supplies - Paper, Notebooks, Packing Tape | 10-64-6710 | 152.44 |
| 09/02/2016 | 52085 | 509 | Quill Corporation | 8412724 | Office Supplies | 10-64-6720 | 180.11 |
| 09/02/2016 | 52085 | 509 | Quill Corporation | 8412724 | Cleaning Supplies | 10-64-6710 | 29.66 |
| 09/02/2016 | 52085 | 509 | Quill Corporation | 8437882 | Office Supplies | 10-64-6720 | 41.85 |
| 09/02/2016 | 52085 | 509 | Quill Corporation | 8440036 | Office Supplies | 10-64-6720 | 41.85 |
| 09/02/2016 | 52085 | 509 | Quill Corporation | 8453127 | Office Supplies | 10-64-6720 | 177.05 |

| Check Issue Date | Check Number | Vendor Number | Payee | Invoice Number | Description | Invoice GL Account | Check Amount |
|---|---|---|---|---|---|---|---|
| 09/02/2016 | 52085 | 509 | Quill Corporation | 8458946 | Parts Trays | 10-68-6110 | 123.62 |
| Total 52085: | | | | | | | 807.92 |
| 09/02/2016 | 52086 | 1146 | Rebecca Utecht | 83016 | Mileage - Bank Deposits | 10-64-6213 | 9.72 |
| 09/02/2016 | 52086 | 1146 | Rebecca Utecht | 83016 | Cell Phone | 10-64-6411 | 25.00 |
| Total 52086: | | | | | | | 34.72 |
| 09/02/2016 | 52087 | 1145 | Renewable Fiber | INV0586984 | Washed Sand | 10-69-6730 | 183.73 |
| Total 52087: | | | | | | | 183.73 |
| 09/02/2016 | 52088 | 1317 | Sevy's Star Market | 082916 | Bays | 10-68-6710 | 2.20 |
| 09/02/2016 | 52088 | 1317 | Sevy's Star Market | 082916 | Ice for Groundbreaking ceremony | 10-69-6730 | 2.92 |
| 09/02/2016 | 52088 | 1317 | Sevy's Star Market | 082916 | Drinks for groundbreaking | 10-69-6730 | 85.23 |
| 09/02/2016 | 52088 | 1317 | Sevy's Star Market | 082916 | Supplies | 10-64-6710 | 9.08 |
| Total 52088: | | | | | | | 99.43 |
| 09/02/2016 | 52089 | 896 | Swanhorst & Company LLC | 82216 | Final Billing on Audit 12/31/2016 | 75-64-6632 | 3,700.00 |
| Total 52089: | | | | | | | 3,700.00 |
| 09/02/2016 | 52090 | 1337 | SWIHART, RANDY | 081516 | Water deposit refund | 70-00-2030 | 100.00 |
| Total 52090: | | | | | | | 100.00 |
| 09/02/2016 | 52091 | 285 | Town of Hudson | 08232016 | YOM Winners | 10-69-6730 | 80.00 |
| Total 52091: | | | | | | | 80.00 |
| 09/02/2016 | 52092 | 5 | United Power | 081816-8669 | Electric -Reverse Osmosis Plant | 70-68-6413 | 1,755.28 |
| 09/02/2016 | 52092 | 5 | United Power | 081816-8669 | Lift Station 21507 Hwy 52 | 75-68-6413 | 787.14 |
| 09/02/2016 | 52092 | 5 | United Power | 081816-8669 | Hudson Pump Station | 70-68-6413 | 281.60 |
| 09/02/2016 | 52092 | 5 | United Power | 081916-1519 | | 10-68-6414 | 1,245.43 |
| 09/02/2016 | 52092 | 5 | United Power | 081916-1519 | | 10-69-6413 | 22.62 |
| 09/02/2016 | 52092 | 5 | United Power | 081916-1519 | | 10-69-6413 | 20.00 |
| 09/02/2016 | 52092 | 5 | United Power | 081916-1519 | | 70-68-6413 | 38.97 |
| 09/02/2016 | 52092 | 5 | United Power | 081916-1519 | | 70-68-6413 | 33.84 |
| 09/02/2016 | 52092 | 5 | United Power | 081916-1519 | | 70-68-6413 | 229.28 |
| Total 52092: | | | | | | | 4,414.16 |
| 09/02/2016 | 52093 | 1327 | United Site Services | 114-4322609 | Porta potty @ Pond | 10-69-6415 | 197.85 |
| Total 52093: | | | | | | | 197.85 |
| 09/02/2016 | 52094 | 99 | USA BlueBook | 032337 | Supplies | 70-68-6710 | 397.10 |
| Total 52094: | | | | | | | 397.10 |
| 09/02/2016 | 52095 | 536 | Verizon Wireless | 9770099377 | Cell Phone Service - Mayor Patch | 10-61-6411 | 52.46 |
| 09/02/2016 | 52095 | 536 | Verizon Wireless | 9770099377 | Cell Phone Service - Admin | 10-64-6411 | 17.22 |
| 09/02/2016 | 52095 | 536 | Verizon Wireless | 9770099377 | Cell Phone Service- Marshal | 10-66-6411 | 261.17 |
| 09/02/2016 | 52095 | 536 | Verizon Wireless | 9770099377 | Cell Phone Service - Rec Director Stam | 10-69-6411 | 52.46 |

| Check Issue Date | Check Number | Vendor Number | Payee | Invoice Number | Description | Invoice GL Account | Check Amount |
|---|---|---|---|---|---|---|---|
| 09/02/2016 | 52095 | 536 | Verizon Wireless | 9770099377 | Wastewater Cell Phone Service | 75-68-6411 | 40.71 |
| 09/02/2016 | 52095 | 536 | Verizon Wireless | 9770099377 | | 70-68-6411 | 40.71 |
| 09/02/2016 | 52095 | 536 | Verizon Wireless | 9770099377 | | 70-64-6411 | 40.72 |
| 09/02/2016 | 52095 | 536 | Verizon Wireless | 9770099377 | Cell Phone Service - PW | 10-68-6411 | 26.96- |
| Total 52095: | | | | | | | 478.49 |
| 09/02/2016 | 52096 | 293 | Virulent Solutions Inc. | H160816 | Computer, Server Updates and Maintenance | 10-64-6633 | 855.00 |
| Total 52096: | | | | | | | 855.00 |
| Grand Totals: | | | | | | | 64,158.61 |

Report Criteria:
Report type: GL detail
Check.Type = {<>} "Adjustment"

# MEMORANDUM

**CONSENT**

**To:** Town Council

**From:** Rebecca Utecht, Town Clerk

**Date:** September 1, 2016

**Subject:** Liquor License Renewal for DHILLON Inc. – DBA Old Buffalo Liquors

**Attachment**

The Town received a liquor license renewal application from DHILLION Inc., DBA Old Buffalo Liquors on September 30, 2016. Marshal Flot conducted his inspection on September 2, 2016. His report is attached.

DR 8400 (Revised 09/01/12)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
**SUBMIT TO LOCAL LICENSING AUTHORITY**

# RETAIL LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

| Fees Due | |
|---|---|
| Renewal Fee | $227.50 |
| Storage Permit $100 x ____ | _____ |
| Optional Premise $100 x ____ | _____ |
| Related Resort $75 x ____ | _____ |
| **Amount Due/Paid** | |

Make check payable to: **Colorado Department of Revenue.** The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

OLD BUFFALO LIQUORS
5560 S VERSAILLES ST
AURORA CO 80015

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

**RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE**

| Licensee Name | DBA |
|---|---|
| DHILLON INC | OLD BUFFALO LIQUORS |

| Liquor License # | License Type | Sales Tax License # | Expiration Date | Due Date |
|---|---|---|---|---|
| 4702083 | Liquor Store (city) | 29818035 | 10/30/2016 | 09/15/2016 |

| Operating Manager | Date of Birth | Home Address |
|---|---|---|
| SATNAM SINGH | 10-21-1989 | 5560 S. Versailles St Aurora Co 80015 |

| Manager Phone Number | Email Address |
|---|---|
| 720-427-5298 | ndhillon701@yahoo.com |

| Street Address | Phone Number |
|---|---|
| 540 FIR ST HUDSON CO 80642 | 7204275298 |

Mailing Address
5560 S VERSAILLES ST AURORA CO 80015

1. Do you have legal possession of the premises at the street address above? ☒ YES ☐ NO
   Is the premises owned or rented? ☐ Owned ☒ Rented* *If rented, expiration date of lease 10/31/2017

36. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ YES ☒ NO

**NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:** If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.

3. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ YES ☒ NO

4. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ YES ☒ NO

5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ YES ☒ NO

## AFFIRMATION & CONSENT

*I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.*

| Type or Print Name of Applicant/Authorized Agent of Business | Title |
|---|---|
| SATNAM SINGH | President |
| **Signature** | **Date** |
| | 8/1/16 |

## REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

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

| Local Licensing Authority For | | Date |
|---|---|---|
| | | |
| **Signature** | **Title** | **Attest** |
| | | |

MEMORANDUM
September 1, 2016

TO: Hudson Marshal's Office

FROM: Becky Utecht
Town Clerk

SUBJECT: LIQUOR LICENSE RENEWAL

---

This memorandum is to request a liquor license inspection for the Old Buffalo Liquors.

The liquor license renewal application for Old Buffalo Liquors was received August 30, 2016. The owner is Satnam Singh with the business being located at 540 Fir Street, Hudson, Colorado 80642. The type of license held for this business is Liquor Store (city). The last inspection date was September 2015.

I will place the renewal of this liquor license on the agenda for the Town Council meeting scheduled for Wednesday, September 7, 2016. I will need the information back by September 2, 2016.

If you have any questions concerning this renewal, please contact me at 303.536.9311.

Thank you!
Becky Utecht

No law enforcement calls for prior year.

# INSPECTION REPORT

| | |
|---|---|
| Case Number: 16HP00997 | Date of Report: 09/02/2016 |
| Name: Satnam Singh | Time In/Out: |
| Trade Name: Old Buffalo Liquors | Manager: Singh, Satnam |
| Address: 540 Fir St. | License Type: Liquor Store |
| City: Hudson / State: CO / Zip: 80642 | Telephone: 3035364388 |

| Yes | No | N/A | Item | Comment |
|---|---|---|---|---|
| ✓ | | | Valid State Liquor License Posted | |
| ✓ | | | Valid State Sales Tax License Posted | |
| ✓ | | | Valid Local License Posted | |
| | | ✓ | Valid Federal Tax Stamp Posted | |
| | | ✓ | Valid Food Service License Posted | |
| ✓ | | | Minor Warning Sign Posted | |
| | | ✓ | Meals or Snacks Available | |
| ✓ | | | Cleanliness is Adequate | |
| ✓ | | | Books and Invoices Available | |
| ✓ | | | Beer Stock Acceptable | |
| ✓ | | | Wine Stock Acceptable | |
| ✓ | | | Liquor Stock Acceptable | |
| ✓ | | | Alcohol Purchased from Permitted Sources | |
| | | ✓ | Compliance with Gambling Restrictions | |
| ✓ | | | Manager Registered with Authorities | |
| ✓ | | | Licensee in Possession/Control of Premises | |
| ✓ | | | Trade Name Properly Registered | |
| ✓ | | | Compliance with Intoxicated Sale Restrictions | |
| ✓ | | | Compliance with Sale to Minor Provisions | |
| ✓ | | | Premise Physical Control Adequate | |
| | | ✓ | Acceptable Dispensing Systems | |
| | | ✓ | Off Premise Storage Licensed | |
| ✓ | | | Only Permitted Items Sold | |

Other Issues:
N/A

| | |
|---|---|
| Warning Issued Yes (No) | Warned About: |
| Investigator Name/Number B. Flot (H251) | Person Advised: |

Liquor/Beer License Worksheet

The following concerns are noted: _____

N/A

The Licensee and the Marshal's Office have collectively agreed to implement the following to correct concerns noted above: (A time line and corrective action should be listed for each concern)

N/A

Satnam Singh
Establishment Owner, Please Print

09/02/2016
Date

Establishment Signature

Marshal's Signature

Use another sheet of paper or attach separate proposal to this packet if needed.

Attach copies of all reports associated with this establishment for the last year.

Both the Marshal and the Owner of the establishment will be required to attend the Liquor Hearing to testify to the above agreement.

**MEMORANDUM** **2.a.**

**TO:** Hudson Town Council

**FROM:** Joe Racine, Town Manager

**Date:** September 7, 2016

**Subject:** Ordinance No. 16-06, First Reading

**Attachment**

Presented for consideration on first reading is Ordinance No. 16-06, amending Section 7-84 of the Hudson Municipal Code regarding backyard chickens. Currently the code provides for backyard chickens only in the R-1 zone district. The proposed ordinance would add an allowance for backyard chickens on properties that are legally occupied by single-family dwellings in districts other than R-1.

If approved or revised on first reading, the ordinance will be presented for consideration on second and final reading on September 21st.

ORDINANCE

NO.16-06
Series of 2016

**TITLE: AN ORDINANCE AMENDING SECTION 7-84 OF THE HUDSON MUNICIPAL CODE TO PROVIDE FOR BACKYARD CHICKEN PERMITS ON SINGLE FAMILY HOME PROPERTIES IN NON-RESIDENTIAL ZONING DISTRICTS**

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

Section 1. Section 7-84(1) of the Hudson Municipal Code is hereby amended to read as follows:

**Sec. 7-84. Backyard chicken hens**

(1) Backyard chicken hens are allowed only in the Residential one (R-1) zoning district or on properties in any zoning district legally occupied by a single-family dwelling with a duly issued permit and payment of the applicable fee as adopted by the town by resolution of the board of trustees.

Section 2. Safety Clause. The Town Council 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 Council further determines that the ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. Effective Date. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED, READ IN FULL, AND ADOPTED this _____ day of _____, 2016.

TOWN OF HUDSON, COLORADO

_____
Raymond Patch, Mayor

ATTEST:

_____
Rebecca Utecht, Town Clerk

PASSED ON SECOND AND FINAL READING this _____ day of _____, 2016, AND ORDERED PUBLISHED ONCE IN FULL.

TOWN OF HUDSON, COLORADO

_____
Raymond Patch, Mayor

ATTEST:

_____
Rebecca Utecht, Town Clerk

APPROVED AS TO FORM

_____
Corey Hoffmann, Town Attorney

**MEMORANDUM** **2.b.**

**TO:** Hudson Town Council

**FROM:** Joe Racine, Town Manager

**Date:** September 7, 2016

**Subject:** Ordinance No. 16-07, First Reading

**Attachment**

Presented for consideration on first reading is Ordinance No. 16-07, adding a new zone district to the zoning code, "C-O, Commercial-Office." This district is intended to provide for general office uses that might be more compatible with adjoining residential areas, without the possibility of higher-traffic uses such as fuel stations, convenience stores, etc. The Council might consider the CO zoning for the old Town Hall site that is currently zoned R-1, but is not developed as a residential property.

If approved or revised on first reading, the ordinance, an amendment to the land development code, will be presented for public hearing by the Planning Commission on September 14th, and for public hearing and consideration on second and final reading by Council on September 21st.

ORDINANCE

NO. 16-07
Series of 2016

**TITLE: AN ORDINANCE AMENDING ARTICLE 4 OF CHAPTER 16 OF THE HUDSON MUNICIPAL CODE TO ADD A NEW SECTION 16-49, C-O, COMMERCIAL OFFICE ZONING DISTRICT**

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

Section 1. Article 4 of Chapter 16 of the Hudson Municipal Code is hereby amended by the addition of a new Section 16-49 to read as follows:

**Sec. 16-49. Commercial Office district (C-O).**

(a) Purpose. The Commercial – Office (C-O) District is intended to provide for administrative and professional services and limited personal services. C-O properties should be designed to mitigate any nuisance or incompatibility with surrounding land uses and should include the integration of pedestrian access. Land within this classification is generally located adjacent to residential areas on major traffic arterial roadways.

(b) Design Criteria.

(1) The entire office development, including building, landscaping and parking shall be designed, used and maintained in such manner as to be compatible with and enhance surrounding development;

(2) All businesses shall operate completely within enclosed buildings.

(c) Uses by right.

(1) Accounting, Auditing and Bookkeeping Services

(2) Advertising Agencies

(3) Barber Shops

(4) Beauty Shops

(5) Computer Maintenance and Repair

(6) Home Health Care Services

(7) Insurance Agents, Brokers and Services

(8) Legal Services

(9) Offices and Clinics of Dentists

(10) Offices and Clinics of Doctors of Medicine

(11) Photographic Studios

(12) Retail sales that are operated entirely within office buildings and which are compatible with and incidental to the primary permitted office use. Retail sales may not occupy more than ten (10) percent of the floor area of office buildings.

(13) Real Estate Agents and Managers

(14) Security Brokers and Dealers

(15) Tax Return Preparation Services

(16) Title Abstract Offices

(17) Other such similar uses as listed in paragraphs (1) through (15) above which are determined by the planning commission to be not more detrimental uses in said district than the uses by right hereinafter enumerated.

(d) Accessory uses. None Permitted.

(e) Uses by Special Review (USR). The following buildings, structures and uses may be constructed, occupied or maintained in this district upon approval of a permit in accordance with the requirements and procedures set forth in section 16-63 of this chapter.

(1) Oil and gas production facilities, reviewed pursuant to article 11 of this chapter.

(2) Freestanding microwave, radio, television or other CMRS facility, reviewed pursuant to article 10 of this chapter.

(f) Temporary uses. Temporary uses shall be allowed as follows, subject to the provisions of section 16-65.5 of this chapter:

(g) Maximum building height - thirty (30) feet in height.

(h) Lot minimum requirements.

(1) Minimum area of lot – twelve thousand five hundred (12,500) square feet.

(2) Minimum width of lot – fifty (50) feet.

(3) Front setback – twenty-five (25) feet.

(3) Side setback - shall be ten (10) feet, or fifteen (15) feet if abutting a residential district.

(4) Rear setback – fifteen (15) feet.

(d) Parking

(1) See Section 16-142 of this chapter

Section 2. Safety Clause. The Town Council 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 Council further determines that the ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

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

INTRODUCED, READ IN FULL, AND ADOPTED this _____ day of _____, 2016.

TOWN OF HUDSON, COLORADO

_____
Raymond Patch, Mayor

ATTEST:

_____
Rebecca Utecht, Town Clerk

PASSED ON SECOND AND FINAL READING this _____ day of _____, 2016, AND ORDERED PUBLISHED ONCE IN FULL.

TOWN OF HUDSON, COLORADO

_____
Raymond, Mayor

ATTEST:

_____

Rebecca Utecht, Town Clerk

ATTEST:

_____

Linnette Barker, CMC, Town Clerk

APPROVED AS TO FORM:

_____

Corey Y. Hoffmann, Town Attorney

**MEMORANDUM** **2.c.**

**TO:** Hudson Town Council

**FROM:** Joe Racine, Town Manager

**Date:** September 7, 2016

**Subject:** Ordinance No. 16-08, First Reading

**Attachment**

Presented for consideration on first reading is Ordinance No. 16-08, providing for the refunding of the Town's 2009 street paving bonds. With interest rates down it is an opportunity for the Town to save money on the bond repayment by refunding the existing bonds.

Currently, the Town has approximately $3.2 million in outstanding principal on the two paving bond issues: the sales tax revenue bonds; and the general obligation bonds. The proposed refunding will combine the two existing issues into a single issue, secured by a pledge of revenues in Paving Sales Tax and the Property Tax Special Revenue Funds. Pledges securing the existing bonds are from those funds as well. With the cost of the refunding added to the new principal, the newly financed amount is anticipated to be approximately $3.5 million.

Until the bonds are sold we won't know exactly what the terms will be, nor will we know exactly what the Town's expected savings will be. However, we are anticipating a significant savings over the life of the bonds.

The ordinance contains certain maximum amounts: maximum principal amount $3.75 million; maximum annual debt service $300,000; and maximum total repayment cost $7.7 million. The bonds will remain on the original 2009 repayment schedule, ending in 2036.

Some detail is still being worked out by the bond underwriters and bond counsel. There may be some minor amendments presented when the ordinance is up for second reading consideration. However, the attached ordinance is substantially correct.

Some of the provisions of the refunding are still being worked out. Staff will prepare a more detailed presentation on the proposed refunding and will be able to answer questions at the time of the anticipated second reading of the ordinance on September 21st.

**ORDINANCE**

**NO. 16-08**
**Series of 2016**

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE TOWN OF HUDSON, COLORADO LIMITED PROPERTY AND SALES TAX REFUNDING BONDS, SERIES 2016, FOR THE PURPOSE OF REFUNDING ALL OF THE TOWN'S SALES TAX REVENUE BONDS, SERIES 2009 AND THE TOWN'S LIMITED TAX GENERAL OBLIGATION BONDS, SERIES 2009, AND PLEDGING CERTAIN REVENUES OF THE TOWN FOR THE PAYMENT OF THE BONDS.**

**BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF HUDSON, COLORADO:**

**Section 1.** **Definitions.** Terms used in this Ordinance shall have the meanings specified in this Section for all purposes of this Ordinance and of any ordinance amendatory hereof, supplemental hereto or relating hereto, and of any instrument or document appertaining hereto, except where the context by clear implication otherwise requires. All definitions include the singular and plural and include all genders. Certain terms are parenthetically defined elsewhere herein.

Additional Bonds means the one or more series of bonds or other securities or obligations authorized to be issued by the Town pursuant to Sections 22 or 23 hereof and having a lien on the Pledged Revenues on a parity with the lien thereon of the Bonds.

Bond Fund means the "Town of Hudson, Colorado, Limited Property and Sales Tax Refunding Bonds, Series 2016, Bond Fund" created herein for the purpose of paying the principal of, premium, if any, and interest on the 2016 Bonds.

Bond Purchase Agreement means the Bond Purchase Agreement between the Town and the Underwriter pursuant to which the Underwriter agrees to purchase the 2016 Bonds.

Bonds means the Outstanding 2016 Bonds and, where applicable, any Additional Bonds.

Business Day means a day on which banks located in the Town and in the cities in which the principal offices of each of the Paying Agent and the Registrar are not required or authorized to be closed and on which the New York Stock Exchange is not closed.

Charter means the home rule Charter of the Town, including all amendments thereto prior to the date hereof, adopted pursuant to Article XX of the Constitution of the State.

Closing Date means the date of delivery of and payment for the 2016 Bonds.

Commercial Bank means any depository for public funds permitted by the laws of the State for political subdivisions of the State which is in good standing and has a capital and surplus of $10,000,000 or more, and which is located within the United States.

Continuing Disclosure Certificate means the undertaking executed by officers of the Town simultaneously with the delivery of the 2016 Bonds which enables the Underwriter to comply with Rule 15c2-12 promulgated by the Securities and Exchange Commission.

C.R.S. means the Colorado Revised Statutes, as amended.

Escrow Account means the separate account created and maintained under the Escrow Agreement for payment of the Refunded Bond Requirements.

Escrow Agreement means the Escrow Agreement between the Town and the Escrow Bank, dated the Closing Date.

Escrow Bank means UMB Bank, n.a., Denver, Colorado, acting as escrow agent pursuant to the Escrow Agreement, or any successor.

Financing Documents means, collectively, the Registrar Agreement; the Continuing Disclosure Certificate; the Bond Purchase Agreement; the Escrow Agreement; and the Preliminary Official Statement.

Fiscal Year means the twelve months commencing on the first day of January of any calendar year and ending on the thirty-first day of December of such calendar year or such other twelve month period as may from time to time be designated by the Town Council as the Fiscal Year of the Town.

Governmental Obligations means any of the following which are noncallable and which at the time of investment are legal investments under the laws of the State for the moneys proposed to be invested therein:

(i) direct general obligations of, or obligations the payment of principal of and interest on which are unconditionally guaranteed by, the United States of America;

(ii) bonds, debentures, notes, or other evidences of indebtedness issued by the Export-Import Bank of the United States, the Federal Financing Bank, the Farmers Home Administration, the General Services

Administration, the U.S. Maritime Administration, or the U.S. Department of Housing and Urban Development; or

(iii) evidences of ownership interests in obligations described in paragraph (i) or (ii) above.

Limited Mill Levy means an ad valorem mill levy (a mill being equal to 1/10 of 1¢) imposed upon all taxable property in the Town each year in the amount of 15.966 mills.

Maximum Annual Debt Service Requirement means the maximum amount of all required payments of principal and interest on the Bonds which will become due in any Fiscal Year.

Official Statement means the final Official Statement in substantially the form of the Preliminary Official Statement with respect to the 2016 Bonds.

Ordinance means this Ordinance of the Town, which provides for the issuance and delivery of the 2016 Bonds.

Outstanding means, as of any date of calculation, all Bonds theretofore executed, issued and delivered by the Town except:

(i) Bonds theretofore cancelled by the Town, Registrar or Paying Agent, or surrendered to the Town, Registrar or Paying Agent for cancellation;

(ii) Bonds in lieu of or in substitution for which other Bonds shall have been executed, issued and delivered by the Town and authenticated by the Registrar unless proof satisfactory to the Registrar is presented that any such Bonds are duly held by the lawful Registered Owners thereof; or

(iii) Bonds deemed to have been paid as provided in Section 25 hereof or any similar provision of an ordinance authorizing the issuance of Additional Bonds.

For purposes of this definition, the terms Registrar and Paying Agent shall include a registrar or paying agent for any Additional Bonds.

Owner or Registered Owner means the Registered Owner of any 2016 Bond as shown on the registration books kept by the Registrar, and, where the context so requires, the Registered Owner of any Additional Bond as shown on the registration books kept by the registrar for such bonds.

Paying Agent means UMB Bank, n.a., Denver, Colorado, being the agent for the Town for the payment of the 2016 Bonds and interest thereon, or its successors and assigns.

Permitted Investments means any investment or deposit permitted by the Charter and ordinances of the Town.

Person means any individual, firm, partnership, corporation, company, association, joint-stock association or body politic; and the term includes any trustee, receiver, assignee or other similar representative thereof.

Pledged Revenues means:

(i) the Pledged Sales Tax Revenues;

(ii) the Pledged Property Tax Revenues;

(iii) any additional funds or revenues which the Town hereafter pledges to the payment of the 2016 Bonds;

(iv) proceeds of the 2016 Bonds or other legally available moneys deposited into and held in the Bond Fund; and

(v) interest or investment income on the Bond Fund;

all to the extent that such moneys are at any time required by Section 19 hereof to be deposited into and held in the Bond Fund.

Pledged Property Tax Revenues means the net revenues derived from the Limited Mill Levy.

Pledged Sales Tax Revenues means the net revenues derived from the Sales Tax. "Pledged Sales Tax Revenues" does not include:

(i) amounts withheld by retailers and vendors to cover their expenses in collecting and remitting the Sales Tax;

(ii) amounts collected by the Town and subsequently determined, pursuant to the applicable Sales Tax Ordinance, to be subject to valid claims for refunds;

(iii) the proceeds of any increase in the Sales Tax which may be approved in the future, unless such increase is expressly pledged by the Town;

(iv) the proceeds derived by the Town from any legally available tax or taxes or fees (other than a general ad valorem tax) which replace or supersede the Sales Tax, regardless of whether such tax or taxes or fees are imposed by the Town or the State or other political subdivision thereof; and

(v) incremental sales taxes which are pledged to the payment of obligations issued pursuant to an urban renewal plan as defined in Section 31-25-103(9), C.R.S., a plan of development as defined in Section 31-25-802(6.4), C.R.S., or a value capture plan as defined in Section 43-4-508, C.R.S.

Preliminary Official Statement means the Preliminary Official Statement with respect to the 2016 Bonds issued pursuant to this Ordinance.

Prior Ordinances means, together, the 2009 Property Tax Bonds Ordinance and the 2009 Sales Tax Bonds Ordinance.

Rebate Fund means the "Town of Hudson, Colorado, Limited Property and Sales Tax Refunding Bonds, Series 2016, Rebate Fund" created herein.

Redemption Date the earliest date on which the Refunded Bonds must be redeemed.

Refunded Bond Requirements means the payment of (i) the interest due on the Refunded Bonds, both accrued and not accrued, as the same become due on and after the date of delivery of the 2016 Bonds and on and before maturity or prior redemption on the Redemption Date; and (ii) the principal of the Refunded Bonds upon maturity or prior redemption on the Redemption Date, with no prior redemption premium.

Refunded Bonds means, together, the Town's currently Outstanding 2009 Property Tax Bonds and currently Outstanding 2009 Sales Tax Bonds.

Refunding Project means the payment of the Refunded Bond Requirements and the payment of the costs of issuing the 2016 Bonds.

Registrar means UMB Bank, n.a., Denver, Colorado, being the agent for the Town for the registration, transfer and exchange of the 2016 Bonds, or its successors.

Registrar Agreement means the Registrar Agreement between the Town and the Registrar, dated the Closing Date.

Regular Record Date means the fifteenth day of the calendar month next preceding each interest payment date for the 2016 Bonds (other than a special interest payment date hereafter fixed for the payment of defaulted interest).

Reserve Fund means the "Town of Hudson, Colorado, Limited Property and Sales Tax Refunding Bonds, Series 2016, Reserve Fund" created herein for the purpose of further securing the payment of the principal of and interest on the 2016 Bonds.

Reserve Requirement means the amount set forth in the Sale Certificate.

Sale Certificate means the certificate of the Town authorized pursuant to the Supplemental Public Securities Act and described in Section 5 hereof.

Sales Tax means the 2% sales tax imposed by the Town pursuant to the 2000 Election and Town Ordinance No. 00-9, Series of 2000 and any future or amended tax levied by the Town as a sales tax and pledged by the Town Council to the payment of the Outstanding 2016 Bonds.

Sales Tax Ordinance means Chapter 4, Article 4 of the Town of Hudson Municipal Code.

Special Record Date means a special date fixed to determine the names and addresses of Registered Owners for purposes of paying interest on a special interest payment date for the payment of defaulted interest, all as further provided in Section 6 hereof.

State means the State of Colorado.

Supplemental Public Securities Act means Title 11, Article 57, Part 2, of the C.R.S.

Tax Code means the Internal Revenue Code of 1986, as amended to the date of delivery of the 2016 Bonds, and the regulations promulgated thereunder.

Term Bonds means the 2016 Bonds that are payable on or before their specified maturity dates from sinking fund payments established for that purpose and calculated to retire such 2016 Bonds on or before their specified maturity dates, if any.

Town means the Town of Hudson, Colorado.

Town Council means the Council of the Town or any successor in functions thereto.

Trust Bank means a Commercial Bank which is authorized to exercise and is exercising trust powers.

Underwriter means George K. Baum & Company, Denver, Colorado.

2000 Election means the Town's election held on April 4, 2000.

2008 Election means the Town's election held on November 4, 2008.

2009 Property Tax Bonds means the Town's Limited Tax General Obligation Bonds, Series 2009, issued in the original aggregate principal amount of $1,805,000 and currently outstanding in the aggregate principal amount of $1,725,000.

2009 Property Tax Bonds Ordinance means, together Ordinance No. 09-04 adopted by the Town Council on March 18, 2009, as amended by Ordinance No. 09-07 adopted by the Town Council on April 29, 2009.

2009 Sales Tax Bonds means the Town's Sales Tax Revenue Bonds, Series 2009, issued in the original aggregate principal amount of $1,555,000 and currently outstanding in the aggregate principal amount of $1,435,000.

2009 Sales Tax Bonds Ordinance means, together Ordinance No. 09-05 adopted by the Town Council on March 18, 2009, as amended by Ordinance No. 09-08 adopted by the Town Council on April 29, 2009.

2016 Bonds means the Town's Limited Property and Sales Tax Refunding Bonds, Series 2016, authorized by and issued pursuant to this Ordinance.

**Section 2. Recitals.**

A. The Town is duly organized and existing as a home rule town under Article XX of the State Constitution and under the Charter.

B. All legislative powers possessed by the Town, conferred by Article XX of the State Constitution, except as limited by the Charter, as from time to time amended, or otherwise existing by operation of law, are vested in the Council.

C. At the 2000 Election, the registered electors of the Town approved the following ballot question which authorized the Sales Tax imposed by the Town:

> SHALL THE TOWN OF HUDSON SALES TAX BE INCREASED $55,000 IN 2000, AND BY WHATEVER ANNUAL AMOUNT FUTURE COLLECTIONS TOTAL FROM AN ADDITIONAL TWO PERCENT (2%) SALES TAX, WITH THE PROCEEDS OF THE INCREASE TO BE USED SOLELY FOR THE PAVING OF TOWN STREETS, INCLUDING CURB AND GUTTER, AND THE MAINTENANCE OF PAVED TOWN STREETS, INCLUDING CURB AND GUTTER, AND SHALL THE REVENUES FROM SUCH SALES TAX INCREASE AND ANY INVESTMENT EARNINGS THEREON BE COLLECTED AND SPENT BY THE TOWN FOR THE ABOVE STATED PURPOSES WITHOUT REGARD TO ANY SPENDING, REVENUE RAISING OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

D. At the 2008 Election, the registered electors of the Town authorized an increase in the debt of the Town pursuant to the following ballot question:

> SHALL TOWN OF HUDSON DEBT BE INCREASED $5,000,000, WITH A REPAYMENT COST OF $11,700,000, WITHOUT RAISING ANY TAXES OF THE TOWN; SUCH DEBT TO CONSIST OF GENERAL OBLIGATION BONDS, REVENUE BONDS OR OTHER OBLIGATIONS ISSUED OR INCURRED FOR THE

PURPOSE OF FINANCING ALL OR ANY PART OF THE COSTS OF ACQUIRING, CONSTRUCTING, INSTALLING, COMPLETING, AND OTHERWISE PROVIDING STREET IMPROVEMENTS INCLUDING CURBS, GUTTERS, CULVERTS, OTHER DRAINAGE AND UTILITY IMPROVEMENTS, SIDEWALKS, BRIDGES, PAVING, LIGHTING, GRADING, LANDSCAPING, AND OTHER STREET IMPROVEMENTS, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, LAND, AND EASEMENTS, AND EXTENSIONS OF AND IMPROVEMENTS TO SAID FACILITIES, SUCH DEBT TO BEAR INTEREST AT A NET EFFECTIVE INTEREST RATE NOT IN EXCESS OF 6.75% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES AND WHICH MAY COMPOUND PERIODICALLY AS MAY BE DETERMINED BY THE TOWN BOARD, SUCH DEBT TO BE SOLD IN ONE SERIES OR MORE AT A PRICE ABOVE, BELOW, OR EQUAL TO THE PRINCIPAL AMOUNT OF SUCH DEBT AND ON SUCH TERMS AND CONDITIONS AS THE TOWN MAY DETERMINE, INCLUDING PROVISIONS FOR REDEMPTION OF THE DEBT PRIOR TO MATURITY WITH OR WITHOUT PAYMENT OF PREMIUM IN AN AMOUNT NOT IN EXCESS OF 3% OF THE PRINCIPAL AMOUNT BEING REDEEMED, SUCH DEBT TO BE PAID FROM ANY LEGALLY AVAILABLE MONEYS OF THE TOWN, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES, SALES TAXES OR OTHER REVENUES; AND SHALL THE TOWN BE AUTHORIZED TO ISSUE DEBT TO REFUND THE DEBT AUTHORIZED IN THIS QUESTION, PROVIDED THAT AFTER THE ISSUANCE OF SUCH REFUNDING DEBT THE TOTAL OUTSTANDING PRINCIPAL AMOUNT OF ALL DEBT ISSUED PURSUANT TO THIS QUESTION DOES NOT EXCEED THE MAXIMUM PRINCIPAL AMOUNT SET FORTH ABOVE, AND PROVIDED FURTHER THAT ALL DEBT ISSUED BY THE TOWN PURSUANT TO THIS QUESTION IS ISSUED ON TERMS THAT DO NOT EXCEED THE REPAYMENT COSTS AUTHORIZED IN THIS QUESTION?

E. The Town has previously issued the Refunded Bonds from the debt authorized at the 2008 Election and is not delinquent in the payment of any of the principal of or interest on the Refunded Bonds.

F. Pursuant to the Charter, the Town is authorized to issue bonds to refund the outstanding Refunded Bonds.

G. The Town Council has determined and hereby determines that it is advantageous to the Town and in the best interests of the Town and its inhabitants to issue the 2016 Bonds to refund, pay and discharge all of the Refunded Bonds, which 2016 Bonds shall be sold pursuant to the terms, conditions and parameters set forth herein.

H. The Town Council has found and determined and hereby finds and determines that (i) provided that the 2016 Bonds are sold within the parameters and restrictions set forth herein, the interest rate on the 2016 Bonds will be lower than the interest rate on the Refunded Bonds and the issuance of the 2016 Bonds and the refunding of the Refunded Bonds will effect other economies, and (ii) the Refunding Project serves a

valid and governmental purpose and is advantageous, necessary, expedient and in the best interests of the Town and its taxpayers.

I. Pursuant to pursuant to Article X, Section 20(4) of the State Constitution, the 2016 Bonds may be issued without additional authorization from the 2008 Election if they are issued at a lower interest rate than the Refunded Bonds. Notwithstanding the foregoing, pursuant to Article X, Section 20(4) of the State Constitution, the 2016 Bonds cannot be sold on terms which exceed the maximum repayment costs described in the ballot question or in the notice sent to voters in connection with the 2008 Election. Accordingly, the aggregate principal amount of the 2016 Bonds cannot exceed $5,000,000, the maximum annual repayment cost of the 2016 Bonds cannot exceed $555,112 and the total repayment cost the 2016 Bonds cannot exceed $11,700,000 (taking into consideration, as applicable, all prior payments on bonds authorized by the 2008 Election).

J. The Town Council hereby finds and determines that, provided the 2016 Bonds are sold within the parameters and restrictions contained in Section 5 of this Ordinance, the 2016 Bonds: (i) will not be issued in an aggregate principal amount that exceeds the aggregate principal amount of debt authorized at the 2008 Election; (ii) will be issued at a lower interest rate than the Refunded Bonds; and (iii) will not cause the Town to exceed the total repayment cost and maximum annual repayment cost authorized by the 2008 Election (taking into consideration, as applicable, all prior payments on bonds authorized by the 2008 Election).

K. As provided in the Prior Ordinances, the Refunded Bonds are subject to optional redemption, in whole or in part, from any legally available funds of the Town, on December 1, 2017, and on any date thereafter, at the option of the Town, at a redemption price equal to the principal amount thereof plus accrued interest thereon to the redemption date, without premium. The Refunded Bonds will be called for redemption prior to maturity on the Redemption Date at a price equal to the principal amount so redeemed plus accrued interest to the Redemption Date, without premium.

L. The 2016 Bonds shall be payable solely from the Pledged Revenues.

M. There is on file with the Town Clerk of the Town the proposed forms of the Financing Documents.

N. Section 11-57-204 of the Supplemental Act provides that a public entity, including the Town, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act.

O. Except for the 2009 Sales Tax Bonds, the Town has never pledged the Sales Tax to the payment of any bonds or for any purpose.

P. The Town Council desires to cause the 2016 Bonds to be issued pursuant to its powers as a home rule Town under the Charter, to authorize and direct the

application of the proceeds thereof as set forth herein, and to provide security for the payment thereof, all in the manner hereinafter set forth.

**Section 3.** **Ratification.** All actions heretofore taken (not inconsistent with the provisions of this Ordinance) by the Town Council and the other officers of the Town directed toward: (i) the imposition and collection of the Sales Tax; (ii) the effecting of the Refunding Project; and (iii) the selling and issuing of the 2016 Bonds are hereby ratified, approved and confirmed.

**Section 4.** **Authority for Ordinance; Authorization of the 2016 Bonds.** This Ordinance is adopted by virtue of the Town's powers as a home rule town reorganized and operating pursuant to Article XX of the State Constitution and the Charter thereunder and pursuant to their provisions. Pursuant to Article XX of the State Constitution and the Charter, all statutes of the State which might otherwise apply in connection with the Refunding Project or the 2016 Bonds are hereby superseded, other than the Supplemental Public Securities Act. There are hereby authorized to be issued the Town's "Limited Property and Sales Tax Refunding Bonds, Series 2016" to be payable and collectible, as to principal and interest, from the Pledged Revenues.

**Section 5.** **Election to Apply Supplemental Public Securities Act to the 2016 Bonds; Delegated Authority and Parameters.** Pursuant to Section 11-57-204 of the Supplemental Public Securities Act, the Town Council hereby elects to apply the Supplemental Public Securities Act in its entirety to the 2016 Bonds. Pursuant to such election and Section 11-57-205 of the Supplemental Public Securities Act, the Town Council hereby delegates to the Mayor and the Town Manager the power to make the following determinations with respect to the 2016 Bonds and the Refunding Project, without any requirement that the Town Council approve such determinations, subject to the parameters and restrictions contained in this Ordinance:

A. Principal Amount. The aggregate principal amount and denominations of the 2016 Bonds; provided that such principal amount shall not exceed $3,750,000.

B. Maximum Annual Repayment Cost. The maximum annual repayment cost of the 2016 Bonds; provided that such maximum annual repayment cost shall not exceed $300,000.

C. Total Repayment Cost. The total repayment cost of the 2016 Bonds; provided that such total repayment cost does not exceed $7,700,000 (after taking into consideration, as applicable, all prior payments on bonds authorized by the 2008 Election).

D. Interest Rate. The rate or rates of interest on the 2016 Bonds; provided that the net effective interest rate on the 2016 Bonds is lower than the net effective interest rate on the Refunded Bonds.

E. Present Value Savings. The present value savings of the Refunding Project; provided that such present value savings of the Refunding Project shall not be less than 16%.

F. Purchase Price. The price at which the 2016 Bonds will be sold to the Underwriter, provided that the price shall not be less than 98% of the aggregate principal amount of the 2016 Bonds.

G. First Interest Payment Date. The first interest payment date for the 2016 Bonds.

H. Maturity Schedule. The amount of principal of the 2016 Bonds maturing on December 1 of any particular year (including any principal maturing on Term Bonds as a consequence of any mandatory sinking fund redemption); provided that the final maturity of the 2016 Bonds shall not be later than December 1, 2036.

I. Optional Redemption Provisions. The dates and conditions upon which the 2016 Bonds may be called for optional redemption, if at all, not later than December 1, 2026, without redemption premium.

J. Reserve Requirement. The amount of the Reserve Requirement.

Such determinations shall be evidenced by the Sale Certificate signed by the Mayor or the Town Manager and dated and delivered as of the Closing Date, which shall not be more than one year from the date of adoption of this Ordinance. Notwithstanding the foregoing, the Mayor or the Town Manager is not authorized to make any determination with respect to the 2016 Bonds that would cause the Town to exceed the principal amount of debt, total repayment cost and maximum annual repayment cost (taking into consideration, as applicable, all prior payments on bonds authorized by the 2008 Election) authorized by the 2008 Election.

**Section 6. 2016 Bond Details.** The 2016 Bonds shall be issued in fully registered form (i.e., registered as to both principal and interest) initially registered in the name of Cede & Co. as nominee for The Depository Trust Company, and shall be issued in the denomination of $5,000 or any integral multiple thereof (provided that no 2016 Bond may be in a denomination which exceeds the principal coming due on any maturity date, and no individual 2016 Bond will be issued for more than one maturity). The 2016 Bonds shall be numbered in such manner as the Registrar may determine. The 2016 Bonds shall be dated as of the date the 2016 Bonds are delivered to the Underwriter for value, and shall bear interest from their dated date until maturity at the rates per annum set forth in the Sale Certificate, payable semiannually on June 1 and December 1 in each year, commencing on the date set forth in the Sale Certificate, except that any 2016 Bond which is reissued upon transfer, exchange or other replacement shall bear interest from the most recent interest payment date to which interest has been paid or duly provided for, or if no interest has been paid, from the date of the 2016 Bonds. The 2016 Bonds shall mature on the dates and in the amounts set forth in the Sale Certificate.

The principal of any 2016 Bond shall be payable to the Registered Owner thereof as shown on the registration records kept by the Registrar, upon maturity thereof and upon presentation and surrender at the Paying Agent. If any 2016 Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the same interest rate borne by said 2016 Bond until the principal thereof is paid in full. Payment of interest on any 2016 Bond shall be made by check or draft mailed by the Paying Agent, on or before each interest payment date (or, if such interest payment date is not a business day, on or before the next succeeding business day), to the Registered Owner thereof at the address shown on the registration records kept by the Registrar at the close of business on the Regular Record Date for such interest payment date; but any such interest not so timely paid or duly provided for shall cease to be payable to the Person who is the Registered Owner thereof at the close of business on the Regular Record Date and shall be payable to the Person who is the Registered Owner of the applicable 2016 Bond at the close of business on a Special Record Date for the payment of any such defaulted interest. Such Special Record Date and the date fixed for payment of the defaulted interest shall be fixed by the Registrar whenever moneys become available for payment of the defaulted interest. Notice of the Special Record Date and the date fixed for payment of the defaulted interest shall be given to the Registered Owners of the 2016 Bonds not less than ten days prior to the Special Record Date by first-class mail to each such Registered Owner as shown on the Registrar's registration records on a date selected by the Registrar, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest. The Paying Agent may make payments of interest on any 2016 Bond by such alternative means as may be mutually agreed to between the Owner of such 2016 Bond and the Paying Agent (provided, however, that the Town shall not be required to make funds available to the Paying Agent prior to the interest payment dates stated in this Section). All such payments shall be made in lawful money of the United States of America without deduction for the services of the Paying Agent or Registrar.

Pursuant to Section 11-57-210 of the Supplemental Public Securities Act, the 2016 Bonds shall contain a recital that they are issued pursuant to certain provisions of the Supplemental Public Securities Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the 2016 Bonds after their delivery for value.

**Section 7. <u>Prior Redemption</u>.**

A. The 2016 Bonds may be subject to prior redemption, at the option of the Town, on the dates set forth in the Sale Certificate in whole, or in part from any maturity, in any order of maturity and by lot within a maturity in such manner as the Town may determine (giving proportionate weight to 2016 Bonds in denominations larger than $5,000), at the price set forth in the Sale Certificate.

B. The Term Bonds, if any, shall be subject to mandatory sinking fund redemption at the times, in the amounts and at the prices provided in the Sale Certificate.

On or before the thirtieth day prior to each such sinking fund payment date, the Registrar shall proceed to call the Term Bonds (or any Term Bond or Term Bonds issued to replace such Term Bonds) for redemption from the sinking fund on the next December 1, and give notice of such call without other instruction or notice from the Town.

At its option, to be exercised on or before the sixtieth day next preceding each such sinking fund redemption date, the Town may (a) deliver to the Registrar for cancellation Term Bonds subject to mandatory sinking fund redemption on such date in an aggregate principal amount desired or (b) receive a credit in respect of its sinking fund redemption obligation for any Term Bonds of the maturity subject to mandatory sinking fund redemption on such date, which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and canceled by the Registrar and not theretofore applied as a credit against any sinking fund redemption obligation. Each Term Bond so delivered or previously redeemed will be credited by the Registrar at the principal amount thereof on the obligation of the Town on such sinking fund redemption date and the principal amount of Term Bonds to be redeemed by operation of such sinking fund on such date will be accordingly reduced. The Town will on or before the sixtieth day next preceding each sinking fund redemption date furnish the Registrar with its certificate indicating whether or not and to what extent the provisions of (a) and (b) of the preceding sentence are to be availed with respect to such sinking fund payment. Failure of the Town to deliver such certificate shall not affect the Registrar's duty to give notice of sinking fund redemption as provided in this paragraph B.

C. In the case of 2016 Bonds of a denomination larger than $5,000, a portion of such 2016 Bond ($5,000 or any integral multiple thereof) may be redeemed, in which case the Registrar shall, without charge to the Owner of such 2016 Bond, authenticate and issue a replacement 2016 Bond or 2016 Bonds for the unredeemed portion thereof.

D. Notice of optional redemption by the Town shall be given by the Paying Agent in the name of the Town by sending a copy of such notice by first-class, postage prepaid mail, not more than 60 days and not less than 30 days prior to the redemption date to the Purchasers and to each Registered Owner of any 2016 Bond all or a portion of which is called for redemption at his address as it last appears on the registration books kept by the Registrar. Failure to give such notice by mailing to the Registered Owner of any 2016 Bond or to the Purchasers, or any defect therein, shall not affect the validity of the proceedings for the redemption of any 2016 Bonds.

All official notices of redemption shall be dated and shall state:

(i) CUSIP numbers of 2016 Bonds to be redeemed;

(ii) the redemption date;

(iii) the redemption price;

(iv) if less than all Outstanding 2016 Bonds are to be redeemed, the identification of the 2016 Bonds (and, in the case of partial redemption, the respective principal amounts and interest rate) to be redeemed;

(v) that on the redemption date the redemption price will become due and payable upon each such 2016 Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and

(vi) the place where such 2016 Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the Principal Office or such other office as shall be designated by the Paying Agent.

Prior to any redemption date, the Town shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the 2016 Bonds or portions of 2016 Bonds which are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the 2016 Bonds or portions of 2016 Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Town shall default in the payment of the redemption price) such 2016 Bonds or portions of 2016 Bonds shall cease to bear interest. Upon surrender of such 2016 Bonds for redemption in accordance with said notice, such 2016 Bonds shall be paid by the Paying Agent at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for partial redemption of any 2016 Bond, there shall be prepared for the Registered Owner a new 2016 Bond or Bonds of the same maturity and interest rate in the amount of the unpaid principal. All 2016 Bonds which have been redeemed shall be canceled and destroyed by the Registrar and shall not be reissued.

In addition to the foregoing notice, further notice may be given by the Paying Agent in order to comply with the requirements of any registered securities depository holding the 2016 Bonds, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

Notwithstanding the provisions of this Section, any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the 2016 Bonds so called for redemption, and that if such funds are not available, such redemption shall be canceled by written notice to the owners of the 2016 Bonds called for redemption in the same manner as the original redemption notice was mailed.

**Section 8. <u>2016 Bonds Equally Secured</u>.** The covenants and agreements herein set forth to be performed on behalf of the Town shall be for the equal benefit,

protection and security of the Owners of any and all of the Outstanding 2016 Bonds, all of which, regardless of the time or times of their maturity, shall be of equal rank without preference, priority or distinction of any of such securities over any other thereof, except as otherwise expressly provided in or pursuant to this Ordinance.

**Section 9.** **Limited Tax General Obligations.** The 2016 Bonds constitute limited tax general obligations of the Town. All of the 2016 Bonds, together with the interest accruing thereon, shall be payable and collectible solely out of the Pledged Revenues, which Pledged Revenues are hereby so pledged; the Owner or Owners of the 2016 Bonds may look only to the designated special accounts herein pledged for the payment of the principal of and interest on the 2016 Bonds.

**Section 10.** **No Pledge of Property.** The payment of the 2016 Bonds is not secured by an encumbrance, mortgage or other pledge of property of the Town, except for the Pledged Revenues. No property of the Town, subject to such exception, shall be liable to be forfeited or taken in payment of the 2016 Bonds.

**Section 11.** **No Recourse Against Officers and Agents.** No civil recourse shall be available for the payment of the principal of and interest on the 2016 Bonds or for any claim based thereon or otherwise upon this Ordinance or any other ordinance pertaining hereto, against any individual member of the Town Council or any officer or agent of the Town who acts in good faith, either directly or indirectly through the Town Council, or the Town, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty or otherwise. By the acceptance of the 2016 Bonds and as a part of the consideration of their sale or purchase, any Person purchasing or selling such 2016 Bonds specifically waives any such recourse.

**Section 12.** **Form of 2016 Bonds and Registration Panel.** The 2016 Bonds and the registration panel shall be substantially as follows (provided that any portion of the 2016 Bond text may, with appropriate references, be printed on the back of the 2016 Bonds), with such omissions, insertions, endorsements, and variations as to any recitals of fact or other provisions as may be required by the circumstances, be required or permitted by this Ordinance, or be consistent with this Ordinance and necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto:

(Form of Bond)

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Town or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA

STATE OF COLORADO COUNTY OF WELD

TOWN OF HUDSON, COLORADO
LIMITED PROPERTY AND SALES TAX REFUNDING BOND
SERIES 2016

R – [_____] $[_____]

| INTEREST RATE | MATURITY DATE | DATED DATE | CUSIP |
|---|---|---|---|
| [_____]% | [_____] | [_____, 2016] | [_____] |

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

The Town of Hudson, in the County of Weld and State of Colorado (the "Town"), for value received, promises to pay to the Registered Owner specified above, or registered assigns, solely from the special funds and accounts provided therefor, the principal amount specified above, on the maturity date specified above, and to pay from said sources interest thereon on June 1 and December 1 of each year, commencing on [_____], at the interest rate per annum specified above, until the principal sum is paid or payment has been provided therefor. This bond will bear interest from the most recent interest payment date to which interest has been paid or provided for, or, if no interest has been paid, from the date of this bond. This bond is one of an authorized series of bonds (the "2016 Bonds") issued pursuant to an ordinance of the Town Council adopted on September 21, 2016 (the "Bond Ordinance"). The 2016 Bonds are all issued under and equally and ratably secured by and entitled to the security of the Bond Ordinance. To the extent not defined herein, terms used in this bond shall have the same meanings as set forth in the Bond Ordinance. This bond bears interest, matures, is payable, is subject to redemption, and is transferable as provided in the Bond Ordinance.

The principal of this bond is payable upon presentation and surrender hereof at the principal office of the Paying Agent. Interest on this bond will be paid on or before each interest payment date (or, if such interest payment date is not a business day, on or before the next succeeding business day), by check or draft mailed to the person in whose name this bond is registered in the registration records of the Town maintained by the Registrar at its principal office and at the address appearing thereon at the close of business on the Record Date.

Reference is made to the Bond Ordinance for the provisions, among others, with respect to the custody and application of the proceeds of the 2016 Bonds, the receipt and disposition of the Pledged Revenues, the nature and extent of the security for the 2016 Bonds, the accounts, funds or revenues pledged to the 2016 Bonds, the terms and conditions under which additional obligations payable from the Pledged Revenues or Additional Bonds payable from the Pledged Revenues may be issued, the rights, duties and obligations of the Town and the Registrar and Paying Agent, the rights of the Owners of the 2016 Bonds, the events of default and remedies, the circumstances under which any 2016 Bond is no longer Outstanding, the ability to amend the Bond Ordinance; and by the acceptance of this bond the Owner hereof assents to all provisions of the Bond Ordinance. The principal of and the interest on this bond shall be paid, and this bond is transferable, free from and without regard to any equities between the Town and the original or any intermediate Owner hereof or any setoffs or cross-claims.

THE 2016 BONDS ARE ISSUED PURSUANT TO AND IN FULL COMPLIANCE WITH THE CONSTITUTION AND LAWS OF THE STATE OF COLORADO, THE CHARTER OF THE TOWN, AND PURSUANT TO THE BOND ORDINANCE. THE BONDS CONSTITUTE LIMITED TAX GENERAL OBLIGATIONS OF THE TOWN, SECURED ONLY BY THE PLEDGED REVENUES. NEITHER THE MEMBERS OF THE TOWN NOR ANY PERSONS EXECUTING THIS BOND SHALL BE PERSONALLY LIABLE FOR THIS BOND.

It is certified, recited and warranted that all the requirements of law have been fully complied with by the proper officers of the Town in the issuance of this bond; that it is issued pursuant to and in strict conformity with the Constitution and laws of the State, with the Charter of the Town, and with the Bond Ordinance; and that this bond does not contravene any Constitutional, statutory or Charter limitation.

It is also certified, recited, and warranted that the 2016 Bonds are issued under the authority of the Bond Ordinance and the Supplemental Public Securities Act. It is the intention of the Town, as expressed in the Bond Ordinance, that this recital shall conclusively impart full compliance with all of the provisions of the Bond Ordinance and shall be conclusive evidence of the validity and the regularity of the issuance of the 2016 Bonds after their delivery for value and that all of the 2016 Bonds issued are incontestable for any cause whatsoever after their delivery for value.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Registrar shall have duly executed the certificate of authentication hereon.

IN WITNESS WHEREOF, the Town Council of the Town of Hudson has caused this bond to be signed and executed in its name and upon its behalf with a manual or facsimile signature of the Mayor, and to be signed, executed and attested with a manual or facsimile signature of the Town Clerk, and has caused a manual or facsimile impression of the seal of the Town affixed hereon, all as of the date specified above.

( Manual or Facsimile Signature )
Mayor

(MANUAL OR FACSIMILE SEAL)

Attest:

( Manual or Facsimile Signature )
Town Clerk

(End of Form of Bond)

(Form of Registrar's Certificate of Authentication)

This is one of the 2016 Bonds described in the within-mentioned Bond Ordinance, and this bond has been duly registered on the registration records kept by the undersigned as Registrar for such 2016 Bonds.

UMB BANK, N.A.,
as Registrar

Date of Authentication
and Registration:

By: _____
Authorized Officer or Employee

_____

(End of Form of Registrar's Certificate of Authentication)

(Form of Prepayment Panel)

The following installments of principal (or portion thereof) of this bond have been prepaid in accordance with the terms of the Bond Ordinance authorizing the issuance of this bond.

| Date of Prepayment | Principal Prepaid | Signature of Authorized Representative of the Depository |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

(End of Form of Prepayment Panel)

MAY BE PRINTED ON THE BACK OF THE BOND AND THE FOLLOWING STATEMENT INSERTED -- REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE HEREOF; SUCH PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH HERE.

(Form of Assignment)

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within bond and hereby irrevocably constitutes and appoints _____ attorney, to transfer the same on the records of the Registrar, with full power of substitution in the premises.

_____

Dated: _____

Signature Guaranteed:

_____

Address of transferee:

_____

_____

_____

Social Security or other tax
identification number of transferee:

_____

NOTE: The signature to this Assignment must correspond with the name as written on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

EXCHANGE OR TRANSFER FEES MAY BE CHARGED

(End of Form of Assignment)

**Section 13.** **Negotiability.** The Owner or Owners of the 2016 Bonds shall possess all rights enjoyed by the holders of investment securities under the provisions of the Uniform Commercial Code-Investment Securities. The principal of and interest on the 2016 Bonds shall be paid, and the 2016 Bonds shall be transferable, free from and without regard to any equities between the Town and the original or any intermediate Owner of any 2016 Bonds or any setoffs or cross-claims.

**Section 14.** **Execution and Authentication of the 2016 Bonds.** The 2016 Bonds shall be executed in the name and on behalf of the Town by the manual or facsimile signature of the Mayor, shall be sealed with the corporate seal of the Town or a facsimile thereof thereunto affixed, imprinted, engraved or otherwise reproduced, and shall be attested by the manual or facsimile signature of the Town Clerk. Any 2016 Bond may be signed (manually or by facsimile), sealed or attested on behalf of the Town by any person who, at the date of such act, shall hold the proper office, notwithstanding that at the date of authentication, issuance or delivery, such person may have ceased to hold such office. The Mayor and the Clerk may adopt as and for his or her own facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears on any of the 2016 Bonds. Before the execution of any 2016 Bond, the Mayor and the Town Clerk shall each file with the Secretary of State of the State his or her manual signature certified by him or her under oath.

The authentication certificate upon the 2016 Bonds shall be substantially in the form and tenor provided in the form of the 2016 Bonds hereinbefore provided. No 2016 Bond shall be secured hereby or entitled to the benefit hereof, nor shall any 2016 Bond be valid or obligatory for any purpose, unless the certificate of authentication, substantially in such form, has been duly executed by the Registrar and such certificate of the Registrar upon any 2016 Bond shall be conclusive evidence that such 2016 Bond has been authenticated and delivered hereunder. The certificate of authentication shall be deemed to have been duly executed by the Registrar if manually signed by an authorized officer or employee of the Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the 2016 Bonds. By authenticating any of the 2016 Bonds initially delivered pursuant to this Ordinance, the Registrar shall be deemed to have assented to the provisions of this Ordinance.

**Section 15.** **Registration, Transfer and Exchange.**

A. Except as provided in Section 16, records for the registration and transfer of the 2016 Bonds shall be kept by the Registrar, which is hereby appointed by the Town as registrar (i.e., transfer agent) for the 2016 Bonds. Upon the surrender for transfer of any 2016 Bond at the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his attorney duly authorized in writing, the Registrar shall enter such transfer on the registration records and shall authenticate and deliver in the name of the transferee or transferees a new 2016 Bond or Bonds of the same series, of a like aggregate principal amount and of the same maturity and interest rate, bearing a number or numbers not previously assigned. 2016 Bonds may be exchanged at the Registrar for an equal aggregate principal amount of 2016 Bonds of the

series and the same maturity and interest rate of other authorized denominations. The Registrar shall authenticate and deliver a 2016 Bond or 2016 Bonds which the Registered Owner making the exchange is entitled to receive, bearing a number or numbers not previously assigned. The Registrar may impose reasonable charges in connection with such exchanges and transfers of 2016 Bonds, which charges (as well as any tax or other governmental charge required to be paid with respect to such exchange or transfer) shall be paid by the Registered Owner requesting such exchange or transfer.

B. The Person in whose name any 2016 Bond shall be registered on the registration records kept by the Registrar shall be deemed and regarded as the absolute Owner thereof for the purpose of making payment thereof and for all other purposes; except as may be otherwise provided in Section 6 hereof with respect to payment of interest; and, subject to such exception, payment of or on account of either principal or interest on any 2016 Bond shall be made only to or upon the written order of the Registered Owner thereof or his legal representative, but such registration may be changed upon transfer of such 2016 Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such 2016 Bond to the extent of the sum or sums so paid.

C. If any 2016 Bond shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such evidence, information or indemnity relating thereto as it and the Town may reasonably require, authenticate and deliver a replacement 2016 Bond or 2016 Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not previously assigned. If such lost, stolen, destroyed, or mutilated 2016 Bond shall have matured or is about to become due and payable, the Registrar may direct the Paying Agent to pay such 2016 Bond in lieu of replacement.

D. The officers of the Town are authorized to deliver to the Registrar fully executed but unauthenticated 2016 Bonds in such quantities as may be convenient to be held in custody by the Registrar pending use as herein provided.

E. Whenever any 2016 Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Registrar for transfer, exchange or replacement as provided herein, such 2016 Bond shall be promptly cancelled by the Paying Agent or Registrar, and counterparts of a certificate of such cancellation shall be furnished by the Paying Agent or Registrar to the Town.

**Section 16. <u>Book Entry</u>.**

A. Notwithstanding any contrary provision of this Ordinance, the 2016 Bonds shall initially be evidenced by one 2016 Bond equal to the principal amount which matures on the same date and bears the same rate of interest. Such initially delivered 2016 Bonds shall be registered in the name of "Cede & Co." as nominee for The Depository Trust Company, the securities depository for the 2016 Bonds. The 2016 Bonds may not thereafter be transferred or exchanged except:

(1) to any successor of The Depository Trust Company or its nominee, which successor must be both a "clearing corporation" as defined in Section 4-8-102(a)(5), C.R.S., and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended; or

(2) upon the resignation of The Depository Trust Company or a successor or new depository under clause (1) or this clause (2) of this paragraph A, or a determination by the Town Council that The Depository Trust Company or such successor or new depository is no longer able to carry out its functions, and the designation by the Town Council of another depository institution acceptable to the Town Council and to the depository then holding the 2016 Bonds, which new depository institution must be both a "clearing corporation" as defined in Section 4-8-102(a)(5), C.R.S., and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended, to carry out the functions of The Depository Trust Company or such successor new depository; or

(3) upon the resignation of The Depository Trust Company or a successor or new depository under clause (1) or clause (2) of this paragraph A, or a determination of the Town Council that The Depository Trust Company or such successor or new depository is no longer able to carry out its functions, and the failure by the Town Council, after reasonable investigation, to locate another qualified depository institution under clause (2) to carry out such depository functions.

B. In the case of a transfer to a successor of The Depository Trust Company or its nominee as referred to in clause (1) of paragraph A hereof or designation of a new depository pursuant to clause (2) of paragraph A hereof, upon receipt of the Outstanding 2016 Bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, a new 2016 Bond for each maturity and bearing the same rate of interest of the 2016 Bonds then Outstanding shall be issued to such successor or new depository, as the case may be, or its nominee, as is specified in such written transfer instructions. In the case of a resignation or determination under clause (3) of paragraph A hereof and the failure after reasonable investigation to locate another qualified depository institution for the 2016 Bonds as provided in clause (3) of paragraph A hereof, and upon receipt of the Outstanding 2016 Bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, new 2016 Bonds shall be issued in the denominations of $5,000 or any integral multiple thereof, as provided in and subject to the limitations of Section 15 hereof, registered in the names of such Persons, and in such authorized denominations as are requested in such written transfer instructions; however, the Bond Registrar shall not be required to deliver such new 2016 Bonds within a period of less than 60 days from the date of receipt of such written transfer instructions.

C. The Town Council, the Registrar and the Paying Agent shall be entitled to treat the Registered Owner of any 2016 Bond as the absolute Owner thereof for all purposes hereof and any applicable laws, notwithstanding any notice to the contrary received by any or all of them and the Town Council, the Registrar and the Paying Agent shall have no responsibility for transmitting payments to the beneficial owners of the 2016 Bonds held by The Depository Trust Company or any successor or new depository named pursuant to paragraph A hereof.

D. The Town Council, the Registrar and the Paying Agent shall endeavor to cooperate with The Depository Trust Company or any successor or new depository named pursuant to clause (1) or (2) of paragraph (A) hereof in effectuating payment of the principal amount of the 2016 Bonds upon maturity by arranging for payment in such a manner that funds representing such payments are available to the depository on the date they are due.

**Section 17. Creation of Funds and Accounts.** The following funds and accounts are hereby created or continued and shall be held as special funds by the Town:

A. The "Town of Hudson, Colorado, Limited Property and Sales Tax Refunding Bonds, Series 2016, Bond Fund" (the "Bond Fund").

B. The "Town of Hudson, Colorado, Limited Property and Sales Tax Refunding Bonds, Series 2016, Reserve Fund" (the "Reserve Fund").

C. The "Town of Hudson, Colorado, Limited Property and Sales Tax Refunding Bonds, Series 2016, Rebate Fund (the "Rebate Fund").

Moneys and investments in each of the funds and accounts shall be used only and exclusively as provided herein.

**Section 18. Delivery of 2016 Bonds and Disposition of Proceeds.** When the 2016 Bonds have been duly executed by appropriate Town officers and authenticated by the Registrar, the Town shall cause the 2016 Bonds to be delivered to the Underwriter on receipt of the agreed purchase price. The 2016 Bonds shall be delivered in such denominations as the Underwriter shall direct (but subject to the provisions of Sections 15 and 16 hereof); and the Registrar shall initially register the 2016 Bonds in such name or names as the Underwriter shall direct.

The proceeds of the 2016 Bonds, including the accrued interest thereon, if any, shall be deposited promptly by the Town and shall be accounted for in the following manner and are hereby pledged therefor, but the Underwriter of the 2016 Bonds or any subsequent Owner in no manner shall be responsible for the application or disposal by the Town or any of its officers of any of the funds derived from the sale:

A. First, an amount shall be credited to the Escrow Account which amount, together with the other Town funds contributed for such purpose pursuant to the authority granted by Section 26 hereof, will be sufficient to establish any initial cash

balance remaining uninvested and to buy Government Obligations to effect the Refunding Project.

B. Second, there shall be credited to the Reserve Fund an amount equal to the Reserve Requirement.

C. Third, the balance of the proceeds shall be applied by the Town solely for the payment of all issuance expenses or, after adequate provision therefor is made, any unexpended proceeds shall be deposited into the Bond Fund.

**Section 19.** **Use of Pledged Revenues**. So long as any 2016 Bonds shall be Outstanding, either as to principal or interest, the Pledged Revenues shall, upon receipt by the Town, be applied as follows:

A. Bond Fund. First, there shall be credited from the Pledged Revenues to the Bond Fund the following amounts, provided however, that upon the issuance of Additional Bonds, the Pledged Revenues pledged to the payment of each respective series of Bonds shall be credited concurrently:

(1) Interest Payments. Monthly, commencing on the first day of the first month following the date of delivery of any of the Bonds, or commencing on the first day of the month six months next prior to the first interest payment date of any of the Bonds, whichever commencement date is later, an amount in equal monthly installments necessary, together with any other moneys from time to time available therefor and on deposit therein from whatever source, to pay the next maturing installment of interest on the Bonds then Outstanding.

(2) Principal Payments. Monthly, commencing on the first day of the first month following the date of delivery of any of the Bonds, or commencing on the first day of the month one year next prior to the first principal payment date of any of the Bonds, whichever commencement date is later, an amount in equal monthly installments necessary, together with any other moneys from time to time available therefor and on deposit therein from whatever source, to pay the next installment of principal of the Bonds coming due at maturity.

If prior to any interest payment date or principal payment date there has been accumulated in the Bond Fund the entire amount necessary to pay the next maturing installment of interest or principal, or both, the payment required in subparagraph (1) or (2) (whichever is applicable) of this paragraph, may be appropriately reduced; but the required monthly amounts again shall be so credited to such account commencing on such interest payment date or principal payment date. The moneys in the Bond Fund shall be used only to pay the principal of and interest on the Bonds as the same become due.

No payment need be made into the Bond Fund if the amount therein totals a sum at least equal to the entire amount of the Outstanding Bonds, both as to principal and interest to their respective maturities, and both accrued and unaccrued requirements, in which case moneys in the Bond Fund in an amount at least equal to such principal and interest requirements shall be used solely to pay such as the same accrue, and any moneys in excess thereof in the Bond Fund may be used as provided in Paragraphs D and E of this Section.

B. Reserve Fund. Second, the Town covenants to deposit to the Reserve Fund, monthly, on or before the first day of each month, commencing on or before the first day of the month immediately succeeding the delivery of the 2016 Bonds, such amount or amounts, if any, as may be necessary to restore and maintain in the Reserve Fund an amount equal to the Reserve Requirement. Moneys in the Reserve Fund shall be used, if necessary, only to prevent a default in the payment of the principal of, premium if any, or interest on the 2016 Bonds, and the Reserve Fund is hereby pledged to the payment of the 2016 Bonds. In the event the amounts credited to the Bond Fund are insufficient to pay the principal of, premium if any, or interest on the 2016 Bonds when due, the Town shall transfer from the Reserve Fund to the appropriate account or accounts of the Bond Fund an amount which, when combined with moneys in the account or accounts, will be sufficient to make such payments when due.

The Reserve Fund shall be maintained in the amount of the Reserve Requirement until such time as the amount credited thereto, when combined with moneys in the Bond Fund, will be sufficient to pay the principal of, premium if any, and interest on all of the 2016 Bonds, at which time such moneys may be applied for such purpose. The amount credited to the Reserve Fund shall never exceed the amount of the Reserve Requirement.

Moneys credited to the Reserve Fund may be invested or deposited in securities or obligations which are Permitted Investments. The investment of moneys credited to the Reserve Fund shall, however, be subject to the covenants and provisions of the Section hereof entitled "General Administration of Accounts - Investment of Accounts". Except to the extent otherwise required by such Section, so long as the amount of the Reserve Fund is equal to the Reserve Requirement, all interest income from the investment or reinvestment of moneys credited to the Reserve Fund shall be used for the payment of the principal of, premium if any, or interest on the 2016 Bonds as set forth in the Registrar and Paying Agent Agreement; provided that if the amount of the Reserve Fund is less than the Reserve Requirement, then such interest income shall be credited to the Reserve Fund. For purposes of this Section, investments credited to the Reserve Fund shall be valued on the basis of their current market value, as reasonably determined by the Paying Agent, which value shall be determined at least annually.

C. Rebate Fund. Third, there shall be deposited in the Rebate Fund amounts required by Section 148(f) of the Tax Code to be held until such time as any required rebate payment is made. Amounts in the Rebate Fund shall be used for the purpose of making the payments to the United States required by Section 148(f) of the Tax Code. Any amounts in excess of those required to be on deposit therein by Section 148(f) of the Tax Code shall be withdrawn therefrom and deposited into the Bond Fund. Funds in the Rebate Fund shall not be subject to the lien created by this Ordinance to the extent such amounts are required to be paid to the United States Treasury.

D. Payment for Subordinate Obligations. After the payments required by Paragraphs A, B and C of this Section, the Pledged Revenues shall be used by the Town for the payment of interest on and principal of any obligations secured by the Pledged Revenues subordinate to the lien of the Bonds hereafter authorized to be issued, including reasonable reserves therefor.

E. Use of Remaining Revenues. After making the payments required to be made by this Section, any remaining Pledged Revenues may be used for any lawful purpose.

Nothing in this Ordinance shall prevent the Town from making refunds of amounts collected by the Town and subsequently determined, pursuant to the applicable Sales Tax Ordinance, to be subject to valid claims for refunds.

**Section 20. General Administration of Accounts.** The accounts designated in Section 17 hereof shall be administered as follows, subject to the limitations stated in Section 24.J. hereof:

A. Budget and Appropriation of Accounts. The sums provided to make the payments specified in Section 19 hereof are hereby appropriated for said purposes, and said amounts for each year shall be included in the annual budget and the appropriation ordinance or measures to be adopted or passed by the Town Council in each year respectively while any of the 2016 Bonds, either as to principal or interest, are Outstanding and unpaid. No provision of any constitution, statute, charter, ordinance, resolution, or other order or measure enacted after the issuance of the 2016 Bonds shall in any manner be construed as limiting or impairing the obligation of the Town to keep and perform the covenants contained in this Ordinance so long as any of the 2016 Bonds remain Outstanding and unpaid. Nothing herein shall prohibit the Town Council, at its sole option, from appropriating and applying other funds of the Town legally available for such purpose to the Bond Fund for the purpose of providing for the payment of the principal of and interest on the 2016 Bonds.

B. Places and Times of Deposits. Each of the special accounts created in Section 17 hereof shall be maintained as a book account kept separate and apart from all other accounts or funds of the Town as trust accounts solely for the purposes herein designated therefor. For purposes of investment of moneys, nothing herein prevents the commingling of moneys accounted for in any two or more such book accounts pertaining to the Pledged Revenues or to such accounts and any other funds of the Town to be established under this Ordinance. Moneys in any such book account shall be continuously secured to the fullest extent required by the laws of the State for the securing of public accounts. Each periodic payment shall be credited to the proper book account not later than the date therefor herein designated, except that when any such date shall be a Saturday, a Sunday or a legal holiday, then such payment shall be made on or before the next preceding business day.

C. Investment of Accounts. Any moneys in any account established by Section 17 of this Ordinance may be invested or reinvested in any Permitted Investments. Securities or obligations purchased as such an investment shall either be subject to redemption at any time at face value by the holder thereof at the option of such holder, or shall mature at such time or times as shall most nearly coincide with the expected need for moneys from the account in question. Securities or obligations so purchased as an investment of moneys in any such account shall be deemed at all times to be a part of the applicable account. The Town shall present for redemption or sale on the prevailing market any securities or obligations so purchased as an investment of moneys in a given account whenever it shall be necessary to do so in order to provide moneys to meet any required payment or transfer from such account. The Town shall have no obligation to make any investment or reinvestment hereunder, unless any moneys on hand and accounted for in any one account exceed $5,000 and at least $5,000 therein will not be needed for a period of not less than 60 days. In such event the Town shall invest or reinvest not less than substantially all of the amount which will not be needed during such 60 day period, except for any moneys on deposit in an interest bearing account in a Commercial Bank, without regard to whether such moneys are evidenced by a certificate of deposit or otherwise, pursuant to this Section 20.C. and Section 20.E. hereof; but the Town is not required to invest, or so to invest in such a manner, any moneys accounted for hereunder if any such investment would contravene the covenant concerning arbitrage in Section 23.J. hereof.

D. No Liability for Losses Incurred in Performing Terms of Ordinance. Neither the Town nor any officer of the Town shall be liable or responsible for any loss resulting from any investment or reinvestment made in accordance with this Ordinance.

E. Character of Funds. The moneys in any fund or account herein authorized shall consist of lawful money of the United States or investments permitted by Section 20.C. hereof or both such money and such investments. Moneys deposited in a demand or time deposit account in or evidenced by a certificate of deposit of a Commercial Bank pursuant to Section 20.C. hereof, appropriately secured according to the laws of the State, shall be deemed lawful money of the United States.

**Section 21. Pledge Securing the 2016 Bonds.** The Pledged Revenues and any moneys and securities paid or to be paid to or held or to be held in the Bond Fund and Reserve Fund designated in Section 19 hereof are hereby pledged to secure the payment of the principal of and interest on the 2016 Bonds, subject only to moneys and securities held in the Rebate Fund, to the extent such amounts are required to be paid to the United States. The pledge of the Pledged Revenues to secure the payment of the principal of and interest on the 2016 Bonds is on a parity with the pledge of the Pledged Revenues for and lien thereon of any Additional Bonds hereafter issued, as provided herein. This pledge of the Pledged Revenues shall be valid and binding from and after the date of the delivery of the 2016 Bonds, and the Pledged Revenues received by the Town and hereby pledged shall immediately be subject to the lien of this pledge without any physical delivery thereof, any filing, or further act. The lien of this pledge of the Pledged Revenues shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Town irrespective of whether such parties have notice thereof. The lien of this pledge on

the Pledged Revenues and the obligation to perform the contractual provisions made herein shall have priority over any or all other obligations and liabilities of the Town, except with respect to any parity lien on the Pledged Revenues which may be pledged to any Additional Bonds hereafter authorized, as provided herein.

**Section 22. Additional Bonds.**

A. Limitations Upon Issuance of Additional Bonds. Nothing in this Ordinance shall prevent the issuance by the Town of additional bonds or other obligations payable from and constituting a lien upon the Pledged Revenues on a parity with the lien thereon of the 2016 Bonds (the "Additional Bonds"). Such Additional Bonds may be issued only if for the Fiscal Year immediately preceding the issuance of any Additional Bonds, the amount of Pledged Revenues in such Fiscal Year equaled or exceeded 175% of the Maximum Annual Debt Service Requirement on the Outstanding Bonds and the Additional Bonds proposed to be issued. For the purpose of satisfying the aforementioned 175% test, any tax, now existing or hereafter imposed, which legally becomes a part of the Pledged Revenues during the Fiscal Year preceding the issuance of Additional Bonds, or any tax which is to legally become a part of the Pledged Revenues immediately prior to the issuance of Additional Bonds, or any increase in the rate of any tax which is a part of the Pledged Revenues which increase is imposed during the Fiscal Year preceding the issuance of Additional Bonds or any such increase which is to be imposed immediately prior to the issuance of Additional Bonds can be considered for its estimated effect on the amount of the Pledged Revenues as if such tax or increase had been in effect for the Fiscal Year immediately preceding the issuance of such Additional Bonds. Any tax which is no longer in effect at the time of issuance of the Additional Bonds shall not be considered for purposes of satisfying such tests.

B. Certificate of Revenues. A written certification by an officer or employee of the Town that the requirements of Paragraph A of this Section have been met shall be conclusively presumed to be accurate in determining the right of the Town to authorize, issue, sell and deliver said Additional Bonds with a pledge of the Pledged Revenues on a parity with the pledge thereof to the 2016 Bonds herein authorized.

C. Superior Pledged Revenue Obligations Prohibited. Nothing in this Ordinance shall be construed so as to permit the Town to hereafter issue obligations payable from the Pledged Revenues having a lien thereon prior or superior to the 2016 Bonds.

D. Subordinate Pledged Revenue Obligations Permitted. Nothing in this Ordinance shall be construed in such a manner as to prevent the issuance by the Town of additional obligations payable from and constituting a lien upon the Pledged Revenues subordinate or junior to the lien of the 2016 Bonds.

**Section 23. Refunding Obligations.**

A. Generally. If at any time after the 2016 Bonds, or any part thereof, shall have been issued and remain Outstanding, the Town shall find it desirable to refund

any Outstanding Bonds, or any part thereof, such Bonds, or any part thereof, may be refunded, subject to the provisions of Paragraph B of this Section, if (1) the Bonds to be refunded, at the time of their required surrender for payment, shall then mature or be subject to optional prior redemption, or (2) the Owners of the Bonds to be refunded consent to such surrender and payment.

B. Protection of Obligations Not Refunded. Any refunding obligations payable from the Pledged Revenues shall be issued with such details as the Town Council may provide, so long as there is no impairment of any contractual obligation imposed upon the Town by any proceedings authorizing the issuance of any unrefunded portion of Bonds payable from the Pledged Revenues; but so long as any Bonds are Outstanding, refunding obligations payable from the Pledged Revenues may be issued on a parity with the unrefunded Bonds only if:

(1) Prior Consent. The Town first receives the consent of the Owner or Owners of the unrefunded Bonds; or

(2) Requirements Not Increased. The refunding obligations do not increase by more than $25,000, for any Fiscal Year prior to and including the last maturity date of any unrefunded Bonds, the aggregate principal and interest requirements evidenced by such refunding obligations and by any Outstanding Bonds not refunded, and the lien of any refunding parity obligations on the Pledged Revenues is not raised to a higher priority than the lien thereon of any Bonds thereby refunded; or

(3) Earnings Test. The refunding obligations are issued in compliance with Paragraphs A and B of Section 21 hereof.

**Section 24. Protective Covenants.** The Town hereby additionally represents, covenants, and agrees with each and every Owner of the 2016 Bonds that:

A. Payment of 2016 Bonds. The Town will promptly pay the principal of and interest on every 2016 Bond issued hereunder and secured hereby on the dates and in the manner specified herein and in said 2016 Bonds according to the true intent and meaning hereof. Such principal of and interest on the 2016 Bonds is payable solely from the Pledged Revenues.

B. Amendment of Certain Ordinances; Duty to Impose Sales Tax; Impairment of Contract. The Sales Tax Ordinance is in full force and effect and has not been repealed or amended. The Town will not repeal or amend said Sales Tax Ordinance in any manner which would diminish the Pledged Sales Tax Revenues by an amount which would materially adversely affect the rights of the Owners of the 2016 Bonds.

Notwithstanding any other provision of this Section or this Ordinance, the Town shall retain the right to make changes, without any consent of 2016 Bond Owners, in the Sales Tax Ordinance, or any ordinance supplemental thereto or in substitution therefor,

concerning the use of the Pledged Sales Tax Revenues remaining after the current requirements of all ordinances authorizing bonds or other securities payable from the Pledged Sales Tax Revenues, or any portion thereof, have been met; or concerning changes in applicability, exemptions, administration, collection, or enforcement of the Sales Tax, if such changes do not materially adversely affect the security for the 2016 Bonds.

The foregoing covenants are subject to compliance by the Town with orders of courts of competent jurisdiction concerning the validity, constitutionality or collection of such tax revenues, any legislation of the United States or the State or any regulation or other action taken by the federal government, any State agency or any political subdivision of the State pursuant to such legislation, in the exercise of the police power thereof for the public welfare, which legislation, regulation or action applies to the Town as a Colorado home rule town and limits or otherwise inhibits the amount of such tax revenues due to the Town. All of the Pledged Sales Tax Revenues shall be subject to the payment of the principal of and interest on all Bonds payable from the Pledged Sales Tax Revenues, including reserves therefor, as provided herein or in any instrument supplemental or amendatory hereof.

C. Defense of Legality of Pledged Revenues. There is not pending or threatened any suit, action or proceeding against or affecting the Town before or by any court, arbitrator, administrative agency or other governmental authority which affects the validity or legality of this Ordinance, or the Sales Tax Ordinance, the imposition and collection of the Sales Tax, the imposition of the Limited Mill Levy, the collection of revenues derived from the Limited Mill Levy or any of the Town's obligations under this Ordinance or any of the transactions contemplated by this Ordinance or the Sales Tax Ordinance.

The Town shall, to the extent permitted by law, defend the validity and legality of this Ordinance, the Sales Tax and the Sales Tax Ordinance against all claims, suits and proceedings which would diminish or impair the Pledged Revenues. Furthermore, the Town shall amend from time to time the provisions of any ordinance or resolution of the Town, as necessary to prevent impairment of the Pledged Revenues as required to meet the principal of and interest on the 2016 Bonds when due.

D. Limited Mill Levy Tax Covenant. There shall be levied by the Board of County Commissioners of the County, on all taxable property in the Town, in addition to all other taxes, the Limited Mill Levy, until the indebtedness so contracted under this Ordinance, principal and interest, shall have been fully paid, satisfied, and discharged. The Limited Mill Levy shall be in addition to all other taxes levied to effect the purposes of the Town. No statutory or constitutional provision enacted after the issuance of the Bonds shall in any manner be construed as limiting or impairing the obligation of the Town to levy the Limited Mill Levy. Any changes in the boundaries of the Town subsequent to the delivery of the Bonds shall be effected in such a manner as to fully preserve and protect the rights of the Owners of the Bonds.

The foregoing provisions of this Ordinance and the Sale Certificate are hereby declared to be the certificate of the Town Council to the Board of County Commissioners of

the County, showing the aggregate amount of taxes to be levied by the Board of County Commissioners from time to time, as required by law, for the purpose of paying the principal of the bonded indebtedness and the interest thereon as the same shall hereafter accrue.

E. Tax Levy. It shall be the duty of the Town Council annually at the time and in the manner provided by law for levying other taxes, if such action shall be necessary to effectuate the provisions of this Ordinance, to ratify and carry out the provisions hereof with reference to the levy and collection of the Limited Mill Levy; and the Town Council shall require the officers of the Town to levy, extend and collect the Limited Mill Levy on property within the Town, in the manner provided by law for the purpose of creating a fund for the payment of the principal of the Bonds and the interest accruing thereon. Said taxes shall be levied, assessed, collected and enforced at the time and in the form and manner and with like interest and penalties as other general taxes in the State, and when collected said taxes shall be paid to the Town as provided by law. The Town Council shall take all necessary and proper steps to enforce promptly, or to cause the appropriate officials of the County, to enforce promptly, the payment of taxes levied.

F. Further Assurances. At any and all times the Town shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge, deliver and file or record all and every such further instruments, acts, deeds, conveyances, assignments, transfers, other documents and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, the Pledged Revenues and other funds and accounts hereby pledged or assigned, or intended so to be, or which the Town may hereafter become bound to pledge or to assign, or as may be reasonable and required to carry out the purposes of this Ordinance and to comply with any instrument of the Town amendatory thereof, or supplemental thereto and the Charter. The Town, acting by and through the Town Council, or otherwise, shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Pledged Revenues and other funds and accounts pledged hereunder and all the rights of every Owner of any of the 2016 Bonds against all claims and demands of all Persons whomsoever.

G. Conditions Precedent. Upon the issuance of any of the 2016 Bonds, all conditions, acts and things required by the Constitution or laws of the United States, the Constitution or laws of the State, the Charter or this Ordinance, to exist, to have happened, and to have been performed precedent to or in the issuance of the 2016 Bonds shall exist, have happened and have been performed, and the 2016 Bonds, together with all other obligations of the Town, shall not contravene any debt or other limitation prescribed by the Constitution or laws of the United States, the Constitution or laws of the State, or the Charter of the Town.

H. Maintenance of Records. So long as any of the 2016 Bonds remain Outstanding, proper books of record and account will be kept by the Town, separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the Pledged Revenues and the accounts created by this Ordinance. Upon the issuance of any series of Additional Bonds, the Town shall keep proper books of

record and account showing complete and correct entries of all transactions relating to the Pledged Revenues and accounts created or continued pursuant to the ordinance authorizing the issuance of such series of Additional Bonds.

I. Audits Required. The Town further agrees that it will, within 210 days following the close of each Fiscal Year, cause an audit of such books and accounts to be made by a certified public accountant, who is not an employee of the Town, showing the Pledged Revenues. The Town agrees to allow the Owner of any of the 2016 Bonds to review and copy such audits and reports, at the Town's offices, at his request. Copies of such audits and reports will be furnished to the Underwriter.

J. Performing Duties. The Town will faithfully and punctually perform all duties with respect to the Pledged Revenues required by the Charter and the Constitution and laws of the State and the ordinances and resolutions of the Town, including but not limited to the proper collection and enforcement of the Sales Taxes and the segregation of the Pledged Revenues and their application to the respective accounts herein designated.

K. Other Liens. As of the date of issuance of the 2016 Bonds, there are no liens or encumbrances of any nature whatsoever on or against any of the Pledged Revenues on a parity with or superior to the lien thereon of the 2016 Bonds.

L. Tax Covenant. The Town covenants for the benefit of the Registered Owners of the 2016 Bonds that it will not take any action or omit to take any action with respect to the 2016 Bonds, the proceeds thereof, any other funds of the Town or any facilities refinanced with the proceeds of the 2016 Bonds if such action or omission (i) would cause the interest on the 2016 Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, (ii) would cause interest on the 2016 Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code except to the extent such interest is required to be included in adjusted current earnings adjustment applicable to corporations under Section 56 of the Tax Code in calculating corporate alternative minimum taxable income, or (iii) would cause interest on the 2016 Bonds to lose its exclusion from Colorado taxable income or Colorado alternative minimum taxable income under present Colorado law. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the 2016 Bonds until the date on which all obligations of the Town in fulfilling the above covenant under the Tax Code and Colorado law have been met.

M. Corporate Existence. The Town will maintain its corporate identity and existence so long as any of the 2016 Bonds remain Outstanding, unless another political subdivision by operation of law succeeds to the duties, privileges, powers, liabilities, disabilities, immunities and rights of the Town and is obligated by law to receive and distribute the Pledged Revenues in place of the Town, without materially adversely affecting the privileges and rights of any Owner of any Outstanding 2016 Bonds.

N. Performance of Duties. The Town will faithfully and punctually perform or cause to be performed all duties with respect to the Pledged Revenues required

by the laws of the State and the resolutions of the Town, including without limitation the proper segregation of the Pledged Revenues as set forth in Section 19 hereof and their application to the respective accounts as herein provided.

O. Prompt Collections. The Town will cause the Pledged Revenues to be collected promptly and accounted for in the accounts as herein provided.

P. Prejudicial Contracts and Action Prohibited. No contract will be entered into, nor will any action be taken, by the Town by which the rights and privileges of any Owner are impaired or diminished.

Q. Continuing Disclosure. The Town further covenants for the benefit of the Owners of the 2016 Bonds to comply with the Continuing Disclosure Certificate.

**Section 25. Defeasance.** If the 2016 Bonds shall be paid in accordance with their terms (or payment of the 2016 Bonds has been provided for in the manner set forth in the following paragraph), then this Ordinance and all rights granted hereunder shall thereupon cease, terminate and become void and be discharged and satisfied.

Payment of any Outstanding 2016 Bond shall prior to the maturity, payment date, or redemption date thereof, as applicable, be deemed to have been provided for within the meaning and with the effect expressed in this Section if (a) in case said 2016 Bond is to be redeemed on any date prior to its maturity or payment date, as applicable, the Town shall have given to the Paying Agent in form satisfactory to it irrevocable instructions to give on a date in accordance with the provisions of Section 7 hereof notice of redemption of such 2016 Bond on said redemption date, such notice to be given in accordance with the provisions of Section 7 hereof, (b) there shall have been deposited with the Paying Agent or a commercial bank exercising trust powers either moneys in an amount which shall be sufficient, or Government Obligations which shall not contain provisions permitting the redemption thereof at the option of the issuer, the principal of and the interest on which when due, and without any reinvestment thereof, will provide moneys which, together with the moneys, if any, deposited with or held by the Paying Agent or other commercial bank exercising trust powers at the same time, shall be sufficient to pay when due the principal of or payment amount, as applicable, premium if any, and interest due and to become due on said 2016 Bond on and prior to the maturity date, payment date, or redemption date thereof, as applicable, and (c) in the event said 2016 Bond is not by its terms subject to redemption within the next sixty days, the Town shall have given the Paying Agent in form satisfactory to it irrevocable instructions to give, as soon as practicable in the same manner as the notice of redemption is given pursuant to Section 7 hereof, a notice to the Owner of such 2016 Bond that the deposit required by (b) above has been made with the Paying Agent or other commercial bank exercising trust powers and that payment of said 2016 Bond has been provided for in accordance with this Section and stating such maturity, payment date, or redemption date, as applicable, upon which moneys are to be available for the payment of the principal of or payment amount, as applicable, premium if any, and interest of said 2016 Bond. Neither such securities nor moneys deposited with the Paying Agent or other commercial bank exercising trust powers pursuant to this Section or principal or interest

payments on any such Government Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of or payment amount, as applicable, premium if any, and interest of said 2016 Bond; provided any cash received from such principal or interest payments on such Government Obligations deposited with the Paying Agent or other commercial bank exercising trust powers, if not then needed for such purpose, shall, to the extent practicable, be reinvested in securities of the type described in (b) of this paragraph maturing at times and in amounts sufficient to pay when due the principal of or payment amount, as applicable, premium if any, and interest to become due on said 2016 Bond on or prior to such maturity date, payment date, or redemption date thereof, as applicable. At such time as payment of a 2016 Bond has been provided for as aforesaid, such 2016 Bond shall no longer be secured by or entitled to the benefits of this Ordinance, except for the purpose of any payment from such moneys or securities deposited with the Paying Agent or other commercial bank exercising trust powers.

The release of the obligations of the Town under this Section shall be without prejudice to the right of the Paying Agent to be paid reasonable compensation for all services rendered by it hereunder and all its reasonable expenses, charges and other disbursements incurred on or about the administration of and performance of its powers and duties hereunder.

Upon compliance with the foregoing provisions of this Section with respect to all 2016 Bonds Outstanding, this Ordinance may be discharged in accordance with the provisions of this Section but the liability of the Town in respect of the 2016 Bonds shall continue; provided that the Owners thereof shall thereafter be entitled to payment only out of the moneys or Government Obligations deposited with the Paying Agent or other commercial bank exercising trust powers as provided in this Section.

**Section 26. Escrow Account; Use of Proceeds.** A portion of the proceeds of the 2016 Bonds and other available Town moneys shall be deposited by the Town in the Escrow Account as provided herein. The Town Council hereby authorizes the deposit of all or any portion of the Town's reserve funds for the 2009 Bonds into the Escrow Account to pay a portion of the Refunded Bond Requirements. The Escrow Bank is hereby authorized and directed to use moneys credited to the Escrow Account to provide for the payment of the acquired obligations to be held in the Escrow Account and to fund the Escrow Account with the necessary beginning cash, if any, as required in accordance with the escrow sufficiency computations verified by a certified public accountant.

**Section 27. Maintenance of Escrow Account.** The Escrow Account shall be maintained in an amount, at the time of those initial deposits therein and at all times subsequent at least sufficient, together with the known minimum yield to be derived from the initial investment and any temporary reinvestment of the deposits therein or any part thereof in Government Obligations to pay the Refunded Bond Requirements.

**Section 28. Use of Escrow Account.** Moneys shall be withdrawn by the Escrow Bank from the Escrow Account in sufficient amounts and at such times to permit the

payment without default of the Refunded Bond Requirements. Any moneys remaining in the Escrow Account after provision shall have been made for the payment or redemption in full of the Refunded Bonds shall be applied to any lawful purpose of the Town as the Town Council may hereafter determine.

**Section 29. Exercise of Option.** The Town Council has elected and does hereby declare its intent to exercise on the behalf and in the name of the Town its option to redeem the Refunded Bonds on the Redemption Date. The Town hereby authorizes and directs the registrar of the Refunded Bonds to give notice of refunding, defeasance and redemption of the Refunded Bonds to the registered owners of the Refunded Bonds as soon as practicable after delivery of the 2016 Bonds and again not more than 60 days nor less than 30 days prior to the Redemption Date, in accordance with the applicable provisions of the Prior Ordinances.

**Section 30. Delegated Powers.**

A. The officers of the Town shall be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance. The form, terms and provisions of the Financing Documents are hereby approved, and the Town shall enter into and perform its obligations under the Financing Documents, in the forms of each of such documents previously filed, with only such changes therein as are not inconsistent herewith.

B. The Mayor is hereby authorized and directed to execute the Preliminary Official Statement, the Continuing Disclosure Certificate, the Escrow Agreement and the Registrar Agreement.

C. The Mayor and the Town Manager are each hereby authorized and directed to execute and deliver the Sale Certificate and the Bond Purchase Agreement and to determine and approve the final determinations contained therein for the 2016 Bonds.

D. The Town Clerk is hereby authorized to execute and to affix the seal of the Town to any of the Financing Documents requiring the seal of the Town.

E. The officers of the Town are further authorized to execute and authenticate such other documents, instruments or certificates as are deemed necessary or desirable by bond counsel in order to issue and secure the 2016 Bonds.

F. Such documents are to be executed in substantially the forms hereinabove approved, provided that such documents may be completed, corrected or revised as deemed necessary by the parties thereto in order to carry out the purposes of this Ordinance. Copies of all of the documents shall be delivered, filed and recorded as provided therein. The approval hereby given to the various documents referred to above includes an approval of such additional details therein as may be necessary and appropriate for their completion, deletions therefrom and additions thereto as may be approved by bond counsel prior to the execution of the documents. The execution of any instrument by the appropriate

officers of the Town herein authorized shall be conclusive evidence of the approval by the Town of such instrument in accordance with the terms hereof. The proper officers of the Town are hereby authorized and directed to prepare and furnish to bond counsel certified copies of all proceedings and records of the Town relating to the 2016 Bonds and such other affidavits and certificates as may be required to show the facts relating to the authorization and issuance thereof as such facts appear from the books and records in such officers' custody and control or as otherwise known to them.

**Section 31. Approval of Preliminary Official Statement and Authorization of of Final Official Statement.** The distribution of the Preliminary Official Statement is hereby ratified, approved and confirmed. The Underwriter is authorized to prepare or cause to be prepared, and the Town Manager is authorized and directed to approve, on behalf of the Town, a final Official Statement for use in connection with the offering and sale of the Bonds. The execution of a final Official Statement by the Town Manager shall be conclusively deemed to evidence the approval of the form and contents thereof by the Town.

**Section 32. Events of Default.** Each of the following events is hereby declared an "event of default:"

A. Nonpayment of Principal. If payment of the principal of any of the 2016 Bonds in connection therewith, shall not be made when the same shall become due and payable at maturity; or

B. Nonpayment of Interest. If payment of any installment of interest on the 2016 Bonds shall not be made when the same becomes due and payable; or

C. Incapable to Perform. If the Town shall for any reason be rendered incapable of fulfilling its obligations hereunder; or

D. Default of any Provision. If the Town shalt default in the due and punctual performance of its covenants or conditions, agreements and provisions contained in the 2016 Bonds or in this Ordinance on its part to be performed, other than those delineated in Paragraphs A and B of this Section and Section 24.O. hereof, and if such default shall continue for 60 days after written notice specifying such default and requiring the same to be remedied shall have been given to the Town by the Owners of not less than 25% in aggregate principal amount of the 2016 Bonds then Outstanding.

**Section 33. Remedies.** Upon the happening and continuance of any event of default as provided in Section 32 hereof, the Owner or Owners of not less than 25% in principal amount of the Outstanding 2016 Bonds, or a trustee therefor, may protect and enforce their rights hereunder by proper legal or equitable remedy deemed most effectual including mandamus, specific performance of any covenants, the appointment of a receiver (the consent of such appointment being hereby granted), injunctive relief, or requiring the Town Council to act as if it were the trustee of an express trust, or any combination of such remedies. All proceedings shall be maintained for the equal benefit of all Owners. The

failure of any Owner to proceed does not relieve the Town or any Person of any liability for failure to perform any duty hereunder. The foregoing rights are in addition to any other right available to the Owners of Bonds and the exercise of any right by any Owner shall not be deemed a waiver of any other right.

**Section 34.** **Duties Upon Default.** Upon the happening of any of the events of default as provided in Section 32 of this Ordinance, the Town, in addition, will do and perform all proper acts on behalf of and for the Owners of the 2016 Bonds to protect and preserve the security created for the payment of the 2016 Bonds and to insure the payment of the principal of and interest on said 2016 Bonds promptly as the same become due. Proceeds derived from the Pledged Revenues, so long as any of the 2016 Bonds herein authorized, either as to principal or interest, are Outstanding and unpaid, shall be paid into the Bond Fund pursuant to the terms hereof and to the extent provided herein, and used for the purposes herein provided. In the event the Town fails or refuses to proceed as in this Section provided, the Owner or Owners of not less than 25% in aggregate principal amount of the 2016 Bonds then Outstanding, after demand in writing, may proceed to protect and enforce the rights of such Owners as hereinabove provided.

**Section 35.** **Replacement of Registrar or Paying Agent.** If the Registrar or Paying Agent initially appointed hereunder shall resign, or if the Town shall reasonably determine that said Registrar or Paying Agent has become incapable of performing its duties hereunder, the Town may, upon notice mailed to each Owner of any 2016 Bond at his address last shown on the registration records, appoint a successor Registrar or Paying Agent, or both. No resignation or removal of the Registrar or Paying Agent may take effect until a successor is appointed. Every such successor Registrar or Paying Agent shall be the Town or a Commercial Bank or Trust Bank. It shall not be required that the same institution serve as both Registrar and Paying Agent hereunder, but the Town shall have the right to have the same institution serve as both Registrar and Paying Agent hereunder.

**Section 36.** **Severability.** If any one or more sections, sentences, clauses or parts of this Ordinance shall for any reason be held invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, but shall be confined in its operation to the specific sections, sentences, clauses or parts of this Ordinance so held unconstitutional or invalid, and the inapplicability and invalidity of any section, sentence, clause or part of this Ordinance in any one or more instances shall not affect or prejudice in any way the applicability and validity of this Ordinance in any other instances.

**Section 37.** **Repealer.** All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

**Section 38.** **Amendment.** After any of the 2016 Bonds have been issued, this Ordinance shall constitute a contract between the Town and the holders of the Bonds and shall be and remain irrepealable until the Bonds and the interest thereon have been fully paid, satisfied and discharged except as otherwise provided in this Section.

A. The Town may, without the consent of, or notice to the Owners of the 2016 Bonds, adopt such ordinances supplemental hereto (which supplemental amendments shall thereafter form a part hereof) for any one or more or all of the following purposes:

(1) to cure any ambiguity, or to cure, correct or supplement any defect or omission or inconsistent provision contained in this Ordinance, or to make any provisions with respect to matters arising under this Ordinance or for any other purpose if such provisions are necessary or desirable and do not adversely affect the interests of the Owners of the 2016 Bonds;

(2) to subject to the lien of this Ordinance additional revenues, properties or collateral;

(3) to grant or confer upon the Registrar for the benefit of the Registered Owners of the Bonds any additional rights, remedies, powers, or authority that may lawfully be granted to or conferred upon the Registered Owners of the Bonds; or

(4) to qualify this Ordinance under the Trust Indenture Act of 1939.

B. Exclusive of the amendatory ordinances permitted by Paragraph A of this Section, this Ordinance may be amended or supplemented by ordinance adopted by the Town Council in accordance with the law, without receipt by the Town of any additional consideration but with the written consent of the Owners of 66% in aggregate principal amount of the 2016 Bonds Outstanding at the time of the adoption of such amendatory or supplemental ordinance; provided, however, that, without the written consent of the Owners of all of the 2016 Bonds adversely affected thereby, no such Ordinance shall have the effect of permitting:

(1) An extension of the maturity of any 2016 Bond authorized by this Ordinance; or

(2) A reduction in the principal amount of any 2016 Bond or the rate of interest thereon; or

(3) The creation of a lien upon or pledge of Pledged Revenues ranking prior to the lien or pledge created by this Ordinance; or

(4) A reduction of the principal amount of 2016 Bonds required for consent to such amendatory or supplemental ordinance; or

(5) The establishment of priorities as between 2016 Bonds issued and Outstanding under the provisions of this Ordinance; or

(6) The modification of or otherwise affecting the rights of the Owners of less than all of the 2016 Bonds then Outstanding.

**Section 39.** **Disposition of Ordinance.** This Ordinance, as adopted by the Town Council, shall be numbered and recorded by the Town Clerk in the official records of the Town. The adoption and publication shall be authenticated by the signatures of the Mayor and Town Clerk, and by the certificate of publication.

**Section 40.** **Effective Date.** This Ordinance shall be in full force and effect 30 days after publication following final passage.

INTRODUCED, PASSED ON FIRST READING AND APPROVED THIS 7TH DAY OF SEPTEMBER, 2016.

TOWN OF HUDSON, COLORADO

_____

Mayor

Attest:

_____

Town Clerk

INTRODUCED, PASSED ON SECOND READING, APPROVED AND ORDERED PUBLISHED THIS 21ST DAY OF SEPTEMBER, 2016.

TOWN OF HUDSON, COLORADO

_____

Mayor

Attest:

_____

Town Clerk

STATE OF COLORADO )
)
COUNTY OF WELD ) SS.
)
TOWN OF HUDSON )

I, Linnette Barker, the Town Clerk of the Town of Hudson, Colorado (the "Town") and Clerk to the Town Council of the Town (the "Town Council"), do hereby certify that:

1. The foregoing pages are a true, correct and complete copy of an ordinance (the "Ordinance") which was introduced and passed on first reading by the Town Council at a regular meeting thereof held on September 7, 2016 and was duly adopted and ordered published by the Town Council at a regular meeting thereof held on September 21, 2016, which Ordinance has not been revoked, rescinded or repealed and is in full force and effect on the date hereof.

2. The Ordinance was duly moved and seconded and the Ordinance was passed on first reading at the meeting of September 7, 2016, an affirmative vote of a majority of the members of the Town Council as follows:

| Town Councilmember | Voting "Aye" | Voting "Nay" | Absent | Abstaining |
|---|---|---|---|---|
| Raymond Patch | | | | |
| Laura Hargis | | | | |
| Christine Hamilton | | | | |
| Maria Chavez | | | | |
| Matthew Cole | | | | |
| Joseph Hammock | | | | |
| Julia Stell | | | | |

3. The Ordinance was duly moved and seconded and the Ordinance was finally passed on second reading at the meeting of September 21, 2016, by an affirmative vote of a majority of the members of the Town Council as follows:

| Town Councilmember | Voting "Aye" | Voting "Nay" | Absent | Abstaining |
|---|---|---|---|---|
| Raymond Patch | | | | |
| Laura Hargis | | | | |
| Christine Hamilton | | | | |
| Maria Chavez | | | | |
| Matthew Cole | | | | |
| Joseph Hammock | | | | |
| Julia Stell | | | | |

4. The members of the Town Council were present at such meetings and voted on the passage of such Ordinance as set forth above.

5. The Ordinance was approved and authenticated by the signature of the Mayor, sealed with the Town seal, attested by the Town Clerk and recorded in the minutes of the Town Council.

6. There are no bylaws, rules or regulations of the Town Council which might prohibit the adoption of said Ordinance.

7. Notices of the meetings of September 7, 2016 and September 21, 2016 in the forms attached hereto as Exhibit A were posted at Town Hall in accordance with law.

8. The Ordinance was published in *The Greeley Tribune*, a newspaper published within the Town, on [_____], 2016, as required by the Town Charter. True and correct copies of the affidavits of publication are attached hereto as Exhibit B.

WITNESS my hand and the seal of the Town affixed this [__] day of [_____], 2016.

_____
Town Clerk and Clerk of the Town Council

(SEAL)

**EXHIBIT A**

(Attach Meeting Notices)

**EXHIBIT B**

(Affidavit of Publication)

**MEMORANDUM** **2.d.**

**TO:** Hudson Town Council

**FROM:** Joe Racine, Town Manager

**Date:** September 7, 2016

**Subject:** Engineering services, Eastridge Subdivision drainage

**Attachments**

Staff has negotiated a scope of services with J&T Engineering, Inc., of Fort Lupton to perform the engineering necessary to define a project and go to bid on drainage improvements for the Eastridge Subdivision. Attached is a proposal and a form of agreement for professional services that was provided by J&T. Note that the project does not include design of any off-site improvements that might be required by CDOT as a condition of discharging onto the Highway 52 ROW.

Mr. Jason Murry, President of J&T, was selected for this project inasmuch as he was the engineer who prepared the original drainage report for Eastridge in 1996 and he has an understanding of the issues.

The project will deliver to the Town an opinion of probable cost and bid documents that can be used in hiring a contractor to do whatever work is needed. Additional cost would include acquisition of any necessary easements that are not dedicated to the Town.

The total cost of the proposed services is $14,220. Corey Hoffmann is reviewing the contract form.

If approved, staff will execute an agreement in a form approved by Corey, and will work with the consulting engineer to move the project forward.

# J&T Consulting, Inc.

August 25, 2016

Mr. Joe Racine
Town Manager
Town of Hudson
557 Ash Street
Hudson, CO 80642-0351

*RE: East Ridge Drainage Analysis and Improvements*

Mr. Racine,

Thank you for considering us to assist the Town of Hudson with this Project. Per your request we have developed the attached scope of work and fee summary to assist with the *East Ridge Drainage Analysis and Improvements.*

We have included costs to

- Obtain Survey information necessary for the evaluation of the existing drainage conditions and to design infrastructure to address the current onsite drainage problems.
- Review Existing Documents.
- Perform Updated Drainage Calculations.
- Prepare 30% drawings of alternate solutions and opinions of probable cost.
- Prepare 90% drawings of alternate solutions and opinions of probable cost.
- Coordination with CDOT regarding discharge of detained flows to the Highway 52 R.O.W. (similar to the new subdivision adjacent to the east side of the East Ridge Estates Subdivision)
- Preparation of Bid Documents

We have not included a cost to address offsite drainage infrastructure if CDOT should require improvements. We can prepare an update scope of work and cost if it proves necessary for additional infrastructure design.

Please review let us know if you have any questions or comments. We are pleased to assist you with this project.

Regards,

Jason Murray
President

305 Denver Avenue, Suite D • Fort Lupton, CO 80621 • Ph: 303-857-6222 • Fax: 303-857-6224

# J&T Consulting, Inc.

Town of Hudson

East Ridge Drainage Improvements
8/25/2016

Professional Services Scope and Fee Summary
© 2016 J&T Consulting, Inc.

| Task Description | J&T Consulting | | | | AMW | Subtask Subtotal |
|---|---|---|---|---|---|---|
| | Project Manager | Project Engineer | Senior Designer | Engineer / Designer | | |
| | Murray | York | Yee | Stember / Shaw Schum | Topo Survey | |
| *rate* | *$105* | *$95* | *$85* | *$75* | | |
| **Project Initiation and Coordination** | | | | | | |
| Project Management/Coordination | 12 | | | | | $1,260 |
| Progress Meetings (2) | 4 | 4 | | | | $800 |
| ***Subtotals*** | ***16*** | ***4*** | ***0*** | ***0*** | | **$2,060** |
| **Contract Document Preparation** | | | | | | |
| Review of Existing Documentation | 2 | 4 | | 4 | | $890 |
| Drainage Calculations | | 4 | | 8 | | $980 |
| Develop 30% drawings, alternate solutions, opinion of costs | 4 | 6 | | 16 | | $2,190 |
| Develop 90% drawings, Specifications, opinion of costs | 4 | 6 | | 16 | | $2,190 |
| Coordination with CDOT for drainage discharge | 4 | | | | | $420 |
| Preparation Bid Documents | 2 | | | 8 | | $810 |
| Response to Bidder Questions | 2 | 2 | | | | $400 |
| Site Survey | | 4 | | | $ 3,500.00 | $3,880 |
| ***Subtotals*** | ***18*** | ***26*** | ***0*** | ***52*** | | **$11,760** |

| | |
|---|---|
| ***Subtotal*** | ***$13,820*** |
| ***Expenses*** | ***$400*** |
| ***Project Total*** | ***$14,220*** |

# PROFESSIONAL SERVICES AGREEMENT

February 15, 2016

This Agreement is made by and between:

**J&T Consulting, Inc.**
**305 Denver Avenue, Suite D**
**Fort Lupton, CO 80621**

(hereinafter referred to as "Engineer"), and

**XXXXXXXXXX**
**XXXXX**
**XXXXXX**

(hereinafter referred to as "Client")

This Agreement directs Engineer to provide professional engineering consulting services on your behalf, in connection with:

**"XXXXXXXXXXX"**

Details of the nature and scope of services to be provided shall be as set out in **"XXXXXXXXXXX"** (attached as Addendum 1 hereto and incorporated herein by this reference), dated **XXXXXXX.**

**Project Schedule**

Services on the project will commence as soon as an executed copy of this Agreement is received. Special conditions may arise throughout the process that would extend this schedule. If special conditions arise JT will assess their impacts and notify the Client of the expected change to the schedule.

**Project Modification**

If the Client requires changes in the scope, character or complexity of the work to be performed, beyond the Scope of Work, and said changes result in an increase in the project's costs or completion date, an equitable adjustment in the Project Fee and Project Schedule shall be negotiated between the parties, and this Agreement shall be modified accordingly by a Supplemental Agreement or Change Order that will be attached to this Agreement. Any such Supplemental Agreement or Change Order shall be made in writing and executed by both parties, for performance of any work or services covered thereby. In the event that additional work requested by Client is considered by Engineer to be outside of Engineer's area of expertise, Engineer shall have the right to decline such additional work, without compromising this Agreement or any of Engineer's rights under this Agreement.

**Compensation**

In consideration of the professional services to be provided under this Agreement, Client hereby authorizes and agrees to pay to Engineer an anticipated fee of **$XXXXXXXXXXXXX** pursuant to the Addendums attached hereto (hereinafter the "Project Fee"). It is agreed that the fee amount set out herein is a **"not-to-exceed"** Project Fee, and that no fees will be invoiced in excess of the Project Fee, without the written approval of Client. Any work performed or services provided without documented authorization shall be deemed to be covered by the compensation provisions of this Agreement.

Engineer shall be permitted to adjust its personnel billing rates on an annual basis, to reflect adjustments in compensation of its personnel. Consequently, Client may note an increase in billing rates during the course of a project. For contracts with a not-to-exceed or fixed fee amount, there will be no increase in the overall contract amount without the prior written approval of Client.

**Retainer**

An advance payment Retainer will be required when Engineer anticipates incurring considerable time charges and/or expenses in connection with the project, prior to submitting an initial invoice to Client. The Retainer amount will be credited to Client's account and will be applied to payment of the final invoice, or as otherwise agreed to between Engineer and Client. The amount of the Retainer to be paid under this Agreement is **$0**.

**Expenses**

Engineer may incur certain out-of-pocket expenses on behalf of Client, for which Client will be invoiced. Such out-of-pocket expenses may include application fees, permit fees, agency review fees, and other costs not associated with the typical operation expenses. A surcharge equating to ten percent (10%) of the cost of out-of-pocket expenses will be included in the amount invoiced to Client, to cover administrative expenses for processing of outside invoices. Typical operating expenses that will be billed to Client may include travel fares, auto mileage, meals, lodging, in-house photocopying, printing, plotting, etc., as applicable without surcharge per the attached proposal. In some cases, such as where significant out-of-pocket expenses are anticipated, Client may be requested to provide Engineer with advance funds, to cover such anticipated expenses, or Client may be requested to pay certain expenses directly to vendors or review agencies. A detailed listing of expense charges for each type of expense is shown on **"2016 Rate Schedule"** (attached as Addendum 2 hereto and incorporated herein by this reference).

**Invoice Payment**

Client will be invoiced on a monthly basis. Invoices are due and payable in full within thirty (30) days of the invoice date. If Client wishes to question or dispute an invoice, in whole or in part, Client must contact Engineer by telephone or in writing within fifteen (15) days of the billing date. If this is not done, the invoice will be deemed to be correct, as sent, and must be paid in full.

**Delinquent Accounts**

Undisputed accounts unpaid after the thirty-day period shall be deemed to be delinquent and the Client will be considered to be in default of this Agreement. Any delinquent account will incur a late payment charge, computed at the monthly rate of 1.25% (annual percentage rate of 15%) on the overdue balance, and accrued and compounded monthly.

Work may be suspended on projects for any Client whose account is delinquent and materials and information relating to the work will not be released. Notice of suspension of work will be sent by regular mail to the Client's address. If a work stoppage occurs prior to Client bringing their account current a remobilization fee of up to 10% of the Project Fee may be assessed when work on the project is recommenced. Engineer will not be responsible or liable for any damages or hardship incurred by Client as a result of a suspension of work due to a delinquent invoice.

Any undisputed account remaining unpaid for a period of sixty (60) days after the invoice date will be subject to filing of a mechanics lien and initiation of collection action through a collection agency, attorney, small claims court, or other legal means deemed appropriate. Reasonable attorney's fees, collection expenses, and/or costs of lien filing and lien proceedings will be added to accounts in default. Time costs incurred by Engineer in the pursuit of collection will also be added to delinquent accounts, at the standard hourly rates then in effect.

**Standard of Care**

Engineer represents that its services, as covered by this Agreement, will be performed in a professional and workmanlike manner in accordance with the standards expected of the consulting engineering, planning, and construction observation professions. No other warranty or representation, either expressed or implied, is given or intended in this Agreement, nor by any other of Engineer's submittals to Client, including but not limited to proposals, letters, reports, and drawings.

**Ownership of Documents**

All documents produced in connection with the project covered by this Agreement shall remain the property of Engineer, and Engineer will retain said originals. Engineer will provide to Client appropriate reproducible copies of work products, as necessary, with the expressed understanding and agreement of Client that such documents are intended for use and application only in connection with the project covered by this Agreement. Data, designs, drawings, reports and other documentation developed under this Agreement shall not be used for or applied to any other project without the express written consent of Engineer. Electronic file transfers will only occur through separate written agreement(s) by both parties.

**Client Warranty**

Client warrants that any information provided to Engineer shall be valid and accurate without independent confirmation by Engineer, unless expressly instructed to do so by Client. Engineer shall not be responsible or liable for any errors that result from warranted information provided by Client. Client warrants that Engineer, will have access to the project site, as necessary for the efficient and effective performance of the work required under this Agreement.

**Limitation of Liability**

In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability or cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with this project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Engineer.

In recognition of the relative risks and benefits of the project to both the Client and the Engineer, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Engineer and its sub-consultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Engineer and his or her sub-consultants to all those named shall not exceed the Project Fee. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

**Dispute Resolution**

Any claims or disputes made during design, construction or post-construction between the Client and Engineer shall be submitted to non-binding mediation. Client and Engineer agree to include a similar mediation agreement with all contractors, sub-contractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

**Termination of Services**

This agreement may be terminated by the Client or the Engineer should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

**Confidentiality**

Both parties to this Agreement hereby agree to maintain in confidence any information related to this project provided by the other party, unless release of such information is expressly authorized by the originating party or required by law.

Signed and agreed to by the parties, on the last date set out below:

For:

| | |
|---|---|
| Engineer: **J&T Consulting, Inc.** | Client: |
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

JT File No. XXXXXXX

**MEMORANDUM** **2.e.**

**TO:** Hudson Town Council

**FROM:** Dan Hamsmith, Director of Economic Development

**Date:** September 7, 2016

**Subject:** Discussion of Request for Proposal for Exclusive Residential Refuse, Recyclables and Yard Waste Collection Service

**Attachment**

Per Town Council's direction, attached is a draft of the "Request for Proposal for Exclusive Residential Refuse, Recyclables and Yard Waste Collection Service" document for discussion purposes. The goal for this document is to solicit proposals from multiple waste disposal contractors in order to find the best service plan for our community. The current contract for waste disposal services with American Disposal Services, formerly Gator Rubbish Removal, ends on December 31, 2016. The new contract, once award, would become effective on January 1, 2017.

The Town has opted for an exclusive residential waste collection service due to the following benefits:

- This type of contract can help to provide lower cost of service to each resident because there is greater "collective buying power" when bundling the town's residential units thereby leveraging the group's size for discounted cost of services.
- An increase in traffic / pedestrian safety as there are fewer waste disposal trucks on our streets.
- A decrease in street maintenance and repair due to having fewer heavy-loaded trucks causing "wear and tear" on town roadways.

As you read through the Request for Proposal document, please note the highlighted areas. These are proposal terms that require guidance from the Town Council and include:

- In Section 1.A., a determination needs to be made regarding the types of residential units to be included for the contracted waste disposal service. The proposal as presented mandates that all single family residents, multi-family dwellings with seven or less units, and mobile homes participate in the service.
- In Section 3.B., a determination needs to be made regarding the hours of operation for weekly waste collection. The proposal as presented mandates that waste collection vehicles can only operate between the hours of 8:00am - 3:00pm to allow for increased safety of our school children as they are in school during that time period.
- Section 5 refers to Section 1.A.
- Section 7.D. refers to Section 3.B.
- In Section 7.0., a determination needs to be made regarding the length of the original contract term and subsequent renewals. The proposal as presented is for a five-year term with one additional five-year option. A longer term contract generally provides for better rates.
- Section 9.C, refers to Section 3.B.

Let's talk trash!

# TOWN OF HUDSON, COLORADO

# REQUEST FOR PROPOSALS FOR AN EXCLUSIVE RESIDENTIAL REFUSE, RECYCLABLES AND YARD WASTE COLLECTION SERVICE FOR THE TOWN OF HUDSON

## PROPOSAL PACKAGE

**PROPOSALS DUE OCTOBER 25, 2016**
**AT 4:00PM**

**TOWN CLERK'S OFFICE**
**HUDSON TOWN HALL**
**557 ASH STREET, PO BOX 351**
**HUDSON, COLORADO 80642**

**REQUST FOR PROPOSALS**
**FOR AN EXCLUSIVE RESIDENTIAL**
**REFUSE, RECYCLABLES AND YARD WASTE COLLECTION SERVICE**
**FOR THE TOWN OF HUDSON**
**September 26, 2016**

## 1. INTRODUCTION

**A.** The Town of Hudson invites you to submit a proposal for the provision of professional services for an exclusive curbside refuse, recyclables and yard waste collection service processing, handling and disposal for all single family residences, multi-family dwellings with seven (7) or less units, and mobile homes. Service for Hudson Town Hall (current and future location) and the Hudson Public Utilities West Lift Station should also be included in the proposal.

**B.** Scope of work includes the Contractor being responsible for everything required to perform this service including all of the labor, materials, necessary tools, expendable equipment, transportation services and landfill space required to perform and complete the collection and disposal of refuse, recyclables and yard waste. The successful Contractor shall comply with all codes, ordinances, rules, statutes, laws and regulations of the Town of Hudson and State of Colorado.

## 2. INSTRUCTIONS TO CONTRACTORS SUBMITTING PROPOSALS

**A.** **SCHEDULE OF EVENTS** (subject to change)

1. RFP ISSUED: Monday, September 26, 2016
2. DEADLINE FOR QUESTIONS: Wednesday, October 5, 2016, 4:00pm
3. FINAL ADDENDUM ISSUED: Wednesday, October 12, 2016
4. RFP DUE DATE: Wednesday, October 26, 2016, 4:00pm
5. PUBLIC OPENING: Wednesday, October 26, 2016, 4:00pm
6. NOTICE OF AWARD: TBD

**B.** No Contractor pre-qualification is required to submit a proposal. However, upon evaluation of the proposal, the successful Contractor must be prepared to demonstrate the Contractor's qualifications by submitting evidence to the Town such as financial data, previous experience, authority to conduct business in the jurisdiction where the service is located, and other requirements as may be specified in the contract documents. The contract documents include the following:

- REQUEST AND INVITATION FOR PROPOSALS
- INSTRUCTIONS TO CONTRACTORS

- CONTRACT
- CERTIFICATE OF INSURANCE
- PERFORMANCE AND PAYMENT BOND
- NOTICE OF AWARD
- ACCEPTANCE OF AWARD
- NOTICE TO PROCEED

**C.** The Town will only accept proposals in bound hard copy format and does not accept proposals submitted via fax, email or other electronic means. Proposals are to be submitted in a sealed package with the following markings on the outside of the package:

SEALED BID – DO NOT OPEN
REFUSE, RECYCLABLE AND YARD WASTE COLLECTION SERVICE
TOWN OF HUDSON

Town of Hudson
Attn: Office of the Town Clerk
557 Ash Street
PO Box 351
Hudson, CO 80642

**D.** Proposals received will be time and date stamped by the Town Clerk or designated representative. Package must include:

- One Proposal marked "Original"
- Three copies of the Proposal
- One copy of the Proposal on CD-ROM

**E.** Sealed proposals for the above –referenced service will be received at the Office of the Town Clerk, at Hudson Town Hall, 557 Ash Street, P.O. Box 351, Hudson, Colorado 80642 until 4:00pm local time on Tuesday, October 25, 2016. Any proposal received after 4:00pm on Tuesday, October 25, 2016 shall be considered invalid if it has not been deposited or received at the above-designated location at or prior to the time and date specified for receipt of proposals prior to any extension thereof issued to all Contractors. No Contractor, after the submission of its proposal, shall modify, withdraw or cancel their bid or any part thereof for a period of thirty (30) days after the time designated for the receipt of proposals.

**F.** Awarding of this project will be made as a whole to one Contractor. After proposals have been submitted, the Contractor shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

**G.** Each Contractor shall examine the specifications carefully. Any questions concerning the interpretation of the specifications and related documents or otherwise concerning the proposal procedure or the work to be performed shall be submitted to the Town of Hudson in writing by Wednesday, October 5, 2016, 4:00pm and shall be addressed and directed to:

Town of Hudson
Attn: Dan Hamsmith, Director of Economic Development
557 Ash Street
P.O. Box 351
Hudson, CO 80642
Email: dhamsmith@hudsoncolorado.org

**H.** Any interpretation or correction of the specifications shall be issued in writing by the Town of Hudson as an addendum to the Request for Proposal documents. No Contractor shall rely upon any interpretation or correction given by any other method. Telephone calls relative to contract terms will not be accepted or acknowledged.

**I.** Each Contractor, by submitting his / her proposal, represents that he / she has read and understands the specifications and that the prices quoted in his / her proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other Contractor, affiliate or competition.

**J** The Town of Hudson reserves the right to reject any or all proposals, or parts thereof and, to waive any technicality, informality or irregularity in the proposals received and to disregard all nonconforming or conditional proposals. The Town further reserves the right to award the contract to the lowest responsible Contractor whose offer best responds in quality, fitness and capacity to the requirements of the proposed work or usage and therefore is in the best interest of the Town.

**K.** The Contractor to whom the contract is awarded will be required to execute a written contract within seven (7) calendar days after being notified of the acceptance of his / her proposal by the Town of Hudson. Such Contractor shall also furnish within that same period of time any certificates of insurance and the payment and performance bond required by the Town of Hudson.

**L.** Upon evaluation of all proposals, the Contractor shall be notified in writing to whom the contract was awarded.

**M.** A payment and performance bond with a corporate surety approved by the Town will be required for the faithful performance of the contract. Attorneys-in-fact who sign payment and performance bonds must file with each bond a certified and effective dated copy of their power-of-attorney.

**N.** The Town, within five (5) days of receipt of acceptable payment and performance bond and Contract signed by the party to whom the Contract was awarded, shall sign the Contract and return to such party an executed duplicate of the Contract. Should the Town not execute the contract within such period, the Contractor may, by written notice, withdraw his signed contract. Such notice of withdrawal shall be effective upon receipt of the notice by the Town.

**O.** The Notice to Proceed shall be issued within five (5) days of the execution of the contract by the Town. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Town and the Contractor. If the Notice to Proceed has not been issued within the five (5) day period or within the period mutually agreed upon, the Contractor may terminate the contract without further liability on the part of either party.

**P.** The Town may make such investigations as it deems necessary to determine the ability of the Contractor to perform the work, and the Contractor shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Contractor fails to satisfy the Town that such Contractor is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

**Q.** Each Contractor is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract documents. The failure or omission of the Contractor to do any of the foregoing shall in no way relieve any Contractor from any obligation with respect to his / her proposal.

## 3. GENERAL INFORMATION

**A.** Pursuant to C.R.S. Section 30-15-401 (7.5), a statute giving the Town of Hudson (a Home Rule Municipality) the express authority to require the use of a single residential waste services provider in the Town and to impose a user fee for the provision of such services, the Town of Hudson hereby seeks proposals to establish one refuse disposal company to do business in the residential areas of the town. Businesses may participate if they wish to do so; however, the Town is uncertain at this time how many business owners would participate.

**B.** Curbside refuse, recyclables and yard waste collection service is to be scheduled weekly, on the same day of the week, and between the hours of 8:00am – 3:00pm. The Town values companies that can demonstrate quality customer service, as well as a special consideration for senior citizens and other residents who may have verified disabilities or impairments (i.e. refuse container courtesy service.) The Contractor may provide a list of additional services that may be provided, together with a price list for such services (i.e. participation in the Town's Spring and Fall Clean-Up Days, recycling program, etc.).

## 4. DEMOGRAPHICS

The Town of Hudson has an estimated population of 1,680 people residing in an area of approximately 223.4 acres with approximately 6.61 center lane miles of roadway serving those areas. There are approximately 427 single family homes, 12 multi-family dwellings containing 39 units, and 2 mobile home parks containing a total of 76 units equaling a total of 542 residential units. It is anticipated that there will be an additional 16+ single family homes added in 2017. See Exhibit A attached hereto and incorporated by this reference.

## 5. TOWN GOALS & OBJECTIVES

The Town intends to provide an exclusive curbside refuse, recycling and yard waste collection service by contract for all single-family residential homes, multi-family dwellings with seven or less dwelling units, and mobile home units located within the Town Limits of Hudson, Colorado.

In procuring the services described in this RFP, the Town seeks to provide high quality services that are convenient for the residents. In addition, the Town seeks to mitigate the impacts of solid waste collection practices upon the community and to provide services that help citizens decrease the amount of solid waste sent to landfills and increase waste reduction and recycling practices.

## 6. RESERVATION OF RIGHTS

This RFP is a solicitation and not an offer to contract. The Town reserves the right to reject any and all proposals. The Town further reserves the right to issue clarifications and other directives concerning this RFP; to require clarification or further information with respect to any proposal, and to determine the final terms of any Contract. Interviews may be required by the Town with selected vendors to clarify proposals and to allow for Contract negotiations. Acceptance of any proposal will be based upon factors and criteria established in this RFP including but not limited to: cost for service; services offered; completeness of proposal; thoroughness of information provided; compliance with requirements of the RFP; customer service standards; and prior successful Contractor performance with waste collection systems similar to a scale described herein.

## 7. BASIS OF PROPOSAL

Proposals submitted will be for Contractor to provide exclusive collection services for refuse, recyclables and yard waste within the Town Limits. Proposals must include, by paragraph numbers, basic information addressing the following:

**A. Billing.** The Town does not propose to perform the billing and collecting functions from residents and participating businesses for disposal service. The Contractor will be responsible for performing the billing and collecting functions from town residents and participating businesses.

**B. Unit-Based Pricing.** The Contractor shall provide a proposal for the Cost of Full Curbside Service, per residential unit, per month based on weekly refuse, recyclable and yard waste pick-up. Proposals should include pricing for services utilizing the following:

- Customer provided container(s)
- Contractor provided toter container(s)
- "Pay-As-You-Throw" service
- 2 yard / 3 yard/ 4 yard dumpster(s) (only allowed in Agriculture 2 & 3 Zoned Districts, publically-owned facilities, or by town permit)

Proposals must also define what items are included / excluded in the following collection categories and any additional costs associated with their collection (i.e. large / bulky items):

- Household refuse
- Recyclables (single stream / fully commingled)
- Yard waste
- Large / bulky items

**C. Collection Bins.** The Contractor shall provide information to the Town and its residential customers about what type, size and quantity of containers will be accepted for use in regular weekly refuse, recyclable and yard waste collection pick-up service.

**D. Hours and Days of Operation.** Refuse and recyclable curbside service is to be scheduled weekly, on the same day of the week, Monday through Friday, and between the hours of 8:00am – 3:00pm.

**E. Holiday Schedule.** The Contractor shall provide a list of proposed holidays. Collection shall occur on the day immediately following the holiday. Saturdays may be authorized as a catch-up collection day.

**F. Routes.** Based on the area identified in Exhibit A, please provide a proposed route designed to have the least impact on the Town's roadway system.

**G. Force Majeure.** The contract will provide that neither party shall be liable to the other for any delay in, or failure of, performance where performance is prevented or delayed by severe or inclement weather, natural disasters, or other acts of God, fire, explosion, accident, flood, earthquake, epidemic, war, riot, rebellion, restraints or injunctions, or other legal processes from which a party affected cannot reasonably relieve itself by security or otherwise.

**H. Collection Equipment.** The Contractor shall provide information about the size and types of trucks and automation that it proposes to use, as well as other equipment necessary for the job such as communication devices, GPS systems and others. Each vehicle shall be kept in good repair, appearance, and in a sanitary condition at all times. Any contract entered into by the Town may contain provisions regarding equipment weight, leak proofing (fluids or solid materials), and similar performance standards. The Town reserves the right to visit the facilities of all interested Contractors and observe the equipment used and operational methods. These site visits will be coordinated with the appropriate representative(s) from each of the interested Contractors.

**I. Use of Subcontractors.** The Contractor shall indicate in the proposal whether or not it intends to use subcontractors for any part of the service being provided, together with a list of all said subcontractors.

**J. Promotion and Education.** The Contractor will work with the Town to provide service-oriented information to customers and for developing and executing public education to encourage waste reduction and diversion. Specifically, at least 30 days prior to the start of the contract, the Contractor shall mail an informational flyer to each customer. This flyer, subject to Town approval, will inform Town residents of the specifics of the refuse, recyclables and yard waste collection program, including a collection schedule; a listing of what materials are included / excluded in the various collection containers; instructions on the proper handling of the collection containers; instructions on what customers are to do with refuse that does not fit into the collection containers; etc. The Contractor shall mail another such flyer at least 30 days prior to start of each contract year. At the same time, the Contractor shall provide a complete list of prices and services offered to each customer.

**K. Public Outreach.** Upon selection, but prior to initiating collections service, the Contractor may be required to participate with Town Staff and Council in one or more informational public meetings which will describe the new service to Town residents / customers.

**L. Customer Service.** The Contractor shall be responsible for providing all customer service functions including informing customers of current services, handling customer requests, and resolving customer complaints. The proposal shall include information addressing the Contractor's proposal for methods and time frame for communicating with the customers and responding to their questions and complaints. The Contractor shall also include, with the proposal, a copy of their customer service standards.

**M. New Customers.** As new customers participate in the program the Contractor shall send a packet of information to each new account address. The packet shall, at a minimum include, the specifics of the refuse, recyclables and yard waste collection program; a complete list of fees and services offered to each customer; a listing of permissible materials; instruction on the proper handling of the collection containers; instructions for what customers can do with extra trash; and customer service contact information for questions and complaints.

**N. "Oops!!! Tags".** The Contractor shall create a sticker, tag or other notice to be left by the Contractor to notify the resident of a mistake or error on the part of the resident. The notice should contain preprinted phrases that are easily marked by the driver to indicate why the notice was left. Examples of errors include, but are not limited to, improper placement of container, unacceptable items in the containers, unmarked extra trash. The format and contents of the notice shall be approved by the Town prior to the commencement of service.

**O. Proposed Term of Contract.** The initial contract will be for a five (5) year term with one (1) additional five (5) year option following the effective date of the initial contract. Ninety (90) days prior to the Town's determination of whether to exercise the five (5) year option, each party may seek a review and renegotiate all or part of the unit prices identified in the fee schedule. If, following the review, the parties agree to revise any of the prices contained in the fee schedule, such revision must be agreed to in writing and executed by both parties prior to the revision becoming effective.

## 8. QUALIFICATIONS OF CONTRACTOR

The Town requires the submission of the following certified supporting data regarding the qualifications of the Contractor in order to determine whether it is qualified and responsible:

- Satisfactory evidence that the Contractor possesses not less than five (5) years of experience providing refuse and / or recycling collection services in the Front Range.
- Evidence that the Contractor is in good standing in the State of Colorado.
- A copy of the latest available financial statements of the Contractor (or, if the Contractor is a subsidiary or division, then a financial statement of the parent corporation.)
- The name(s) and resume(s) of the principal officer(s), partner(s), and / or official(s).

The name(s) and resume(s) of the individual(s) who will be responsible for the Contract.

- Such additional information as will satisfy the Town that the Contractor is adequately prepared to fulfill all of the terms of the Contract.
- Evidence that the Contractor has current contract or agreement with disposal site(s).
- References, including complete contact information, from other Colorado governmental agencies able to describe the Contractor's ability to provide service.

## 9. GENERAL TERMS

**A. Maintenance of Records and Reporting.** The Contractor shall maintain in its local office full and complete operation and customer service records that shall at all reasonable times be open for inspection and copying for any reasonable purpose by the Town. Reports shall be submitted by the 10th day of each month to the Town documenting the following information:

- The customers to whom service was provided
- A log of complaints and resolutions for refuse and recycling collection services
- A log of missed collections and responses
- A description of any vehicle accidents or infractions

**B. Failure to Perform, Remedies, Termination.** The Town expects high levels of customer service and collection service provisions. Performance failures will be discouraged, to the extent possible, through penalties for certain infractions and through contract default for more serious lapses in service provisions. Section C. details default provisions and procedures.

**C. Penalties.** Penalties may be levied if documented in an incident report presented by the Town to the Contractor. The Contractor shall be subject to the following liquidated damages for the following acts or omissions:

| Action or Omission | Liquidated Damages |
|---|---|
| Commencement of refuse, recyclable and yard waste collection prior to 8:00am or continuance after 3:00pm except as expressly permitted. | $100 per incident (each truck on each route is a separate incident). |
| Failure to collect spilled materials. | Twice the cost of cleanup to the Town plus $1,000 each incident. |
| Leakage from Contractor vehicles or vehicle contents. | $500 each vehicle, each inspection. |
| Failure to collect any and all refuse, recyclable materials and yard debris within one business day after notification. | $250 each incident. |
| Collection from residential premises on a day other than the day specified excluding inclement weather or holiday schedule. | $50 per structure. |
| Collection as refuse of source-separated recycling. | $1,000 per incident. |
| Misrepresentation by Contractor in records or reporting. | $1,500 per incident. |
| Failure to make required reports on time. | $500 per incident. |
| Failure to maintain clean and sanitary vehicles. | $250 per vehicle per occurrence. |

The above table is not an exclusive list of the acts or omissions for which a penalty may be assessed. Also, the contract shall include provisions detailing those acts and omissions of the Contractor which shall be considered violations or breaches of the contract. The contract will

reserve to the Town the right to exercise any and all remedies it may have with respect to these and other violations and breaches. Any schedule of penalties shall not affect the Town's ability to terminate the contract for breach.

In addition to the damages set forth above, if the Contractor fails to collect refuse and recyclables as required by the contract for a period in excess of five (5) consecutive days, or fails to operate in a satisfactory manner as determined by the Town for a similar period of time, the Town may proceed as follows, provided that such failure by the Contractor is not due to war, insurrection, riot, act of God, change in laws or regulations, or any other cause beyond the Contractor's control as determined by the Town: After seven (7) days written notice to the Contractor, the Town may terminate the contract and claim damages against the Contractor for default, if the default is not cured within the seven (7) days. The amount of damages shall include, but not be limited to, the cost for the Town to hire another Contractor to provide the refuse and recyclable collection services.

**D. Contract Default.** The Contractor shall provide a bond in the amount of $50,000 or equal to the cost of three month's service to the Town, whichever is greater, to cover the Town's costs in the event of Contractor defaults.

**E. Indemnification.** The Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses, and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract or the scope of services if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor or Contractor, or any officer employee, representative, or agent of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or any employee of any subcontractor of Contractor.

**F. Insurance.** The Contractor and any subcontractor of Contractor shall be required to carry at their own expense Workers' Compensation Insurance, Comprehensive General Liability Insurance, and Comprehensive Vehicle / Equipment Liability Insurance to cover all vehicles used in performance of the Contract.

- The Workers' Compensation Insurance to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this contract, and Employer's Liability Insurance with minimum limits of five hundred thousand dollars ($500,000) disease-policy limit, and five hundred thousand dollars ($500,000) disease-policy each employee.

- The General Liability Insurance shall have limits of not less than one million dollars ($1,000,000) for all damages arising out of bodily injury; personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, sustained by any one person and not less than one million, five hundred thousand dollars ($1,500,000) for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by two (2) or more persons in any one accident. This policy shall also include coverage for blanket contractual and independent Contractor risks. The limits of General Public Liability Insurance for broad form property damage (including products and completed operations) shall be not less than one million dollars ($1,000,000) for all damages arising out of injury to or destruction of property in any one accident and not less than one million five hundred thousand ($1, 500,000) for all damages arising out of injury to, or destruction of property, including the Town's property during the policy period.

- The Comprehensive Vehicle / Equipment Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars ($1,000,000) each occurrence and one million dollars ($1,000,000) aggregate with respect to each of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability or interest provision.

All Insurance Policies and Certificates of Insurance issued for this service shall name as additional insured(s) the Town, whether private or governmental, the Town's officers and employees, and other person(s), company(ies) or entity(ies) deemed necessary by the Town. The Contractor shall be solely responsible for any deductible losses under any policy required herein.

The insurance provided by the Contractor shall be primary to insurance carried by the Town and all additional insureds, and the principal defense of any claims resulting from the Contractor's obligations under the contract shall rest with the Contractor.

**G. Independent Contractor.** The Contractor will act at all times as an independent contractor and shall pay and be responsible for all of the following:

- Services of drivers, their assistants, and any other personnel involved in any services rendered under the Contract; and
- Assuring that each driver involved in any services rendered under the Contract holds a valid commercial driver's license issued by the State of Colorado; and
- Expenses, maintenance, and operations of the trucks and any other equipment involved in any services rendered under the Contract: and

- Compliance at all times with all laws, ordinances, rules and regulations pertaining to the services rendered under the Contract, and assuring such compliance by the drivers, their assistants, and any other personnel involved in any services under the Contract.

**H. Compliance with Laws and Miscellaneous.** The Contractor shall be responsible at its expense for obtaining and complying with all necessary permits, ordinances, licenses, and laws of any local, county, state or federal agency having authority during the term of the contract having jurisdiction over waste collection services. The Contract shall also include provisions concerning independent contractor status, equal employment opportunity, the employment of illegal aliens, non-assignment, disclosure of information and records, applicable law, and such other terms and conditions as the Town may require.

## 10. BANKRUPTCY

It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then the anticipated contract would terminate effective on the day and at the time the bankruptcy petition is filed.

## 11. ILLEGAL PROVISIONS

If any provision of the anticipated contract shall be declared illegal, void or unenforceable, the other provision(s) shall not be affected but shall remain in full force and effect.

## 12. SELF-RELIANCE

The Town makes no guarantee on any of the estimates contained in this RFP and provides this data for informational purposes only. Contractors are expected to conduct their own investigations and research of relevant information used to develop their proposals, including but not limited to the estimated number and type of housing / dwelling units, anticipated participation, diversion, container weights and all conditions related to the services provided.

The Contractor shall make no claims against the Town as a result of estimates or projections used herein, statements, or interpretation of data made by Town staff or its agents.

# EXHIBIT A

**TO:** Dan Hamsmith, Director of Economic Development
**FROM:** Roy Fronczyk, Town Planner
**DATE:** September 1, 2016
**SUBJECT:** Estimate of Refuse Collection Customers, Town of Hudson.

Attached is a map and table of the number of clients who may be eligible for refuse collection services within the Town of Hudson. The list includes:

Single family detached homes (386 units),
Units in multi-family housing such as duplexes and apartments (12 structures),
Single-family detached homes in the A-2 Zoning District (27 units)
Single-family detached homes in the A-3 Zoning District (14 units)
Mobile home parks (2 parks), and
Selected publically owned facilities (including the current and new Town Hall).

The following are important assumptions used in generating this information:

The list does NOT contain the following types of users:

- Commercial businesses
- Industrial businesses
- Certain public uses such as the Hudson Fire Protection District facilities and Hudson Academy of Arts and Sciences.
- Residential uses over 20 units such as the Housing Authority units (right at 20 units).
- The Hudson Correctional Facility.

The address of the property comes from Weld County Assessors records and in the past we have found that there may be some errors in those house numbers. However, there is a unit on the property.

The owners associated with each property may or may not be current occupants of the property. The assessors' records list the address of the current owner which is not shown in the attached table but can be extracted from the data.

The map is scaled to 1" = 800' which permits measuring the length of streets.

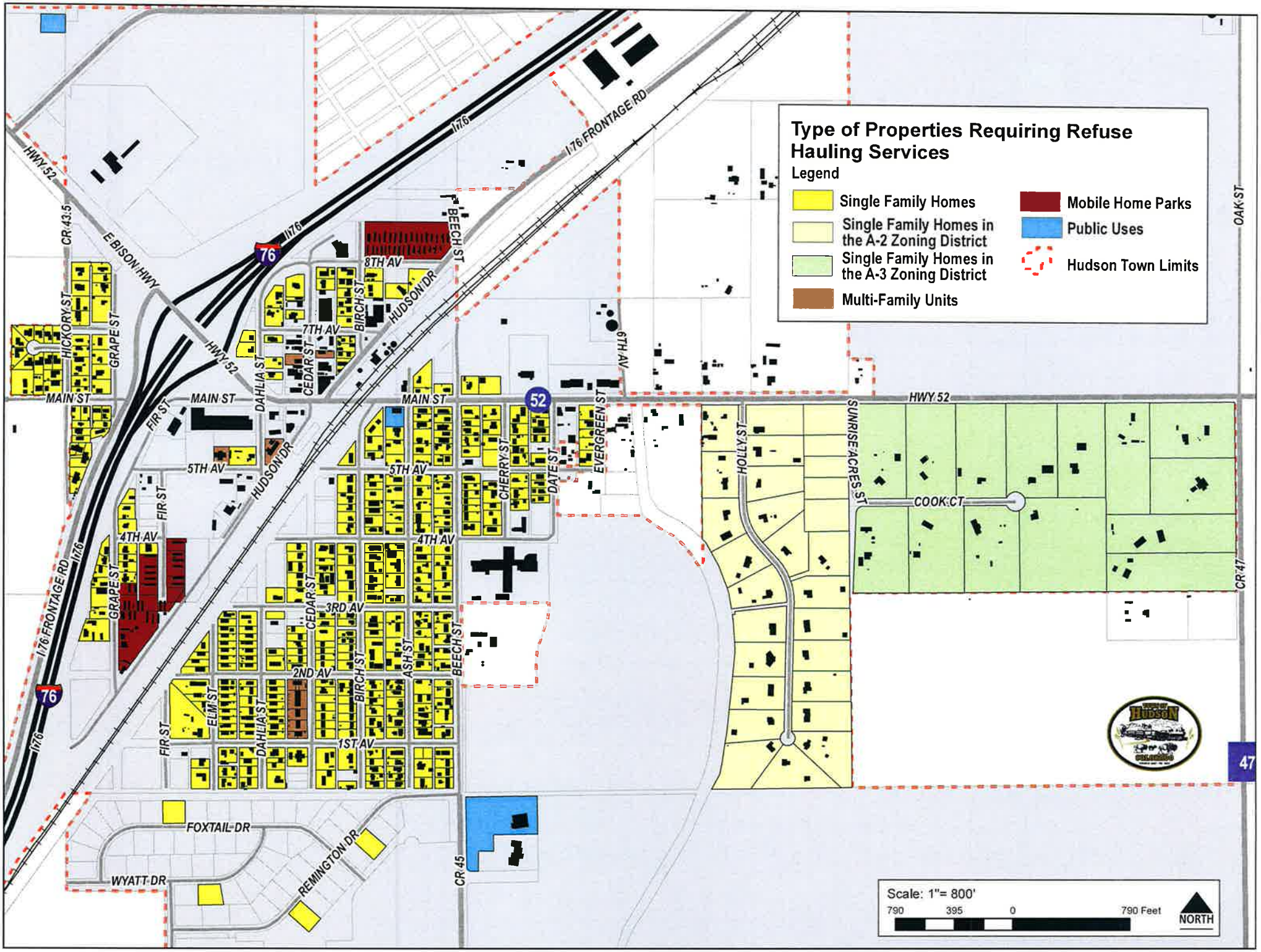
Type of Properties Requiring Refuse Hauling Services
Legend
Single Family Homes
Single Family Homes in the A-2 Zoning District
Single Family Homes in the A-3 Zoning District
Multi-Family Units
Mobile Home Parks
Public Uses
Hudson Town Limits
Scale: 1"= 800'
790 395 0 790 Feet
NORTH
I-76
I-76 FRONTAGE RD
HWY 52
CR 43.5
E BISON HWY
HICKORY ST
GRAPE ST
MAIN ST
FIR ST
DAHLIA ST
CEDAR ST
BIRCH ST
HUDSON DR
BEECH ST
8TH AV
7TH AV
6TH AV
5TH AV
4TH AV
3RD AV
2ND AV
1ST AV
CHERRY ST
DATE ST
EVERGREEN ST
HOLLY ST
SUNRISE ACRES ST
COOK CT
OAK ST
CR 47
ELM ST
ASH ST
FOXTAIL DR
REMINGTON DR
WYATT DR
CR 45
76
52
47

Table 1:

Refuse Services From Single Family Detached Homes
Town of Hudson

| NO | OWNERS NAME not NECESSARILY OCCUPANT | PROPERTY ADDRESS |
|---|---|---|
| 1 | AMEN JOHN J | 815 1ST AVE HUDSON |
| 2 | ROSKOP MICHAEL J JR | 347 1ST AVE HUDSON |
| 3 | HUMPHREY MELISSA | 402 1ST AVE HUDSON |
| 4 | SIEBERS EDWIN J | 702 1ST AVE HUDSON |
| 5 | WARREN RUSSELL L | 850 1ST AVE HUDSON |
| 6 | MAROTTEK JOHN A | 820 1ST ST HUDSON |
| 7 | MAROTTEK JOHN A | 830 1ST ST HUDSON |
| 8 | GUTIERREZ DAVID | 575 2ND AVE HUDSON |
| 9 | SCHLIESSER RANDY | 555 2ND AVE HUDSON |
| 10 | HOBSON CRAIG | 801 2ND AVE HUDSON |
| 11 | RAMSEY LARRY J | 701 3RD AVE HUDSON |
| 12 | AICHELMAN ROBERT G | 305 3RD AVE HUDSON |
| 13 | BABBITT CURTIS WAYNE | 420 3RD AVE HUDSON |
| 14 | ROLAND LESLIE | 501 3RD AVE HUDSON |
| 15 | WINSLOW MARY ALTA | 262 3RD AVE HUDSON |
| 16 | REED JOHN H | 602 3RD AVE HUDSON |
| 17 | WINSLOW LARRY LEE | 802 3RD ST HUDSON |
| 18 | WHITE LOUIS W | 260 4TH ST HUDSON |
| 19 | OFFNER DAVID SR | 951 4TH AVE HUDSON |
| 20 | FUDGE MELBA M TRUST | 901 4TH ST HUDSON |
| 21 | HENRY MARTIN J | 847 5TH AVE HUDSON |
| 22 | COLVIN SUSAN K | 851 5TH AVE HUDSON |
| 23 | GAINES HELEN A TRUST (50% INT) | 451 5TH AVE HUDSON |
| 24 | LINVILLE TAMARA L | 651 7TH AVE HUDSON |
| 25 | 600 8TH AVENUE LLC | 600 8TH AVE HUDSON |
| 26 | WELSH STEVE | 702 8TH AVE HUDSON |
| 27 | CALVERT GENE T REVOCABLE LIVING TRUST | 733 ASH ST HUDSON |
| 28 | CALVERT GENE T REVOC LIVING TR | 745 ASH ST HUDSON |
| 29 | VILLELA JOSE R | 614 ASH ST HUDSON |
| 30 | EXNER WILLIAM | 538 ASH ST HUDSON |
| 31 | SUBLETTE KENT D | 530 ASH ST HUDSON |
| 32 | CHUMLEY DEBRA L | 506 ASH ST HUDSON |
| 33 | STROUP JACOB | 554 ASH ST HUDSON |
| 34 | FINN CHRISTINA | 505 ASH ST HUDSON |
| 35 | SUBLETTE KENT D | 533 ASH ST HUDSON |
| 36 | JAMES MATTHEW L | 545 ASH HUDSON |
| 37 | WILLIAMS RANDALL TRUST | 405 ASH ST HUDSON |
| 38 | FOOS KEVIN L | 421 ASH ST HUDSON |
| 39 | WAKEFIELD VERNON C | 433 ASH ST HUDSON |
| 40 | ZWEYGARDT RONALD A | 449 ASH ST HUDSON |
| 41 | GRIFFITH SHANNON E | 457 ASH ST HUDSON |
| 42 | WEBER JOHNATHON C | 458 ASH ST HUDSON |
| 43 | PYFER WILLIAM J JR | 446 ASH ST HUDSON |
| 44 | BRAUCH GARY F | 430 ASH ST HUDSON |
| 45 | MURRAH PATRICK F | 422 ASH ST HUDSON |
| 46 | KOVACH JAMES P | 406 ASH ST HUDSON |
| 47 | SALINAS ROSA A | 358 ASH ST HUDSON |
| 48 | LEWIS STAN R (BN) | 326 ASH ST HUDSON |

| | | |
|---|---|---|
| 49 | BELL BROTHERS INC | 318 ASH ST HUDSON |
| 50 | DEANDRADE ELVIRA CHAVEZ | 306 ASH ST HUDSON |
| 51 | PENNELL RANDY M | 348 ASH ST HUDSON |
| 52 | WAGNER JOHN D | 338 ASH ST HUDSON |
| 53 | TERRELL GARIN L | 305 ASH ST HUDSON |
| 54 | FORTE VICTOR G | 325 ASH ST HUDSON |
| 55 | BIGAM ROBBIE L | 345 ASH ST HUDSON |
| 56 | GORDON PAUL L | 357 ASH ST HUDSON |
| 57 | BARBER SUSAN R | 280 ASH ST HUDSON |
| 58 | GALLOWAY ALAN | 257 ASH ST HUDSON |
| 59 | SCHEID JAMES E | 255 ASH ST HUDSON |
| 60 | TAYLOR ROBERT C | 221 ASH ST HUDSON |
| 61 | SANCHEZ KEVIN | 214 ASH ST HUDSON |
| 62 | CARLSON CATHEE L | 238 ASH ST HUDSON |
| 63 | RETANA SOTERO | 208 ASH ST HUDSON |
| 64 | INNOVATIVE PROPERTY STRATEGIES LTD | 130 ASH ST HUDSON |
| 65 | PERKINS TROY R | 120 ASH ST HUDSON |
| 66 | 152 ASH STREET LLC | 152 ASH ST HUDSON |
| 67 | BAILEY JAIME E | 140 ASH ST HUDSON |
| 68 | FIEGENER E BRADLEY | 158 ASH ST HUDSON |
| 69 | CHAPIN MARTY W | 105 ASH ST HUDSON |
| 70 | KRAUS JERALDINE E | 135 ASH ST HUDSON |
| 71 | MCKEE MATTHEW | 125 ASH ST HUDSON |
| 72 | FOSS CLYDE D | 115 ASH ST HUDSON |
| 73 | HANSON PAUL | 157 ASH ST HUDSON |
| 74 | LEWIS JOSEPH TROY (BN) | 147 ASH ST HUDSON |
| 75 | OLONA LOUIS C | 95 ASH ST HUDSON |
| 76 | ASHMORE STUART E | 85 ASH ST HUDSON |
| 77 | SWANSON KANDY | 75 ASH ST HUDSON |
| 78 | PATCH RAYMOND L | 65 S ASH ST HUDSON |
| 79 | DEMPEWOLF JEFFERY | 55 ASH ST HUDSON |
| 80 | GOMEZ ESPERANZA | 54 ASH ST HUDSON |
| 81 | SLOAN BRIAN A | 24 ASH ST HUDSON |
| 82 | HUMPHREY SHEILA | 546 ASH ST HUDSON |
| 83 | HART NATHANAEL | 521 BEECH ST HUDSON |
| 84 | BOLLERS CELESTE G | 529 BEECH ST HUDSON |
| 85 | CREEK ALICIA J | 537 BEECH ST HUDSON |
| 86 | CHAVEZ GUADALUPE L | 541 BEECH ST HUDSON |
| 87 | 549 BEECH LLC | 549 BEECH ST HUDSON |
| 88 | WU PAUL P | 555 BEECH ST HUDSON |
| 89 | LOZANO DAVID A | 405 BEECH ST HUDSON |
| 90 | JAMES JULIE ANN | 417 BEECH ST HUDSON |
| 91 | SHAW ROLAND | 425 BEECH ST HUDSON |
| 92 | GOMEZ ESPERANZA | 433 BEECH ST HUDSON |
| 93 | PARKER CARROLL L | 449 BEECH ST HUDSON |
| 94 | HEINZE ROBERT L | 457 BEECH ST HUDSON |
| 95 | VOGEL JOEY | 305 BEECH ST HUDSON |
| 96 | MARTINEZ SIMON | 317 BEECH ST HUDSON |
| 97 | COX THOMAS J | 349 BEECH ST HUDSON |
| 98 | BALL BONNIE | 357 BEECH ST HUDSON |
| 99 | EVANS PATRICIA C | 333 BEECH ST HUDSON |
| 100 | MASDEN ROBERT D | 205 BEECH ST HUDSON |
| 101 | RUSSELL STANLEY J | 221 BEECH ST HUDSON |

| | | |
|---|---|---|
| 102 | BUSKER LTD | 239 BEECH ST HUDSON |
| 103 | ESCARCEGA ARMANDO | 257 BEECH HUDSON |
| 104 | DUCKWALL TERRY LEE | 157 BEECH ST HUDSON |
| 105 | MCCLASKEY HOWARD BLAINE | 147 BEECH ST HUDSON |
| 106 | ADJUSTABLE RATE MORTGAGE 2004-5 | 141 BEECH ST HUDSON |
| 107 | PARKER DIANE | 143 BEECH ST HUDSON |
| 108 | ARROYO ROBERT A | 145 BEECH AVE HUDSON |
| 109 | PFEIFER THERESA L | 57 BEECH ST HUDSON |
| 110 | HILL JAMES H JR | 33 BEECH ST HUDSON |
| 111 | OBERBECK DAVID A REVOCABLE LIVING TRUST | 11 BEECH ST HUDSON |
| 112 | BELLAMY BARBARA S | 245 BEECH ST HUDSON |
| 113 | AGUERO ALBERT LEE | 530 BEECH HUDSON |
| 114 | PARKER COREY D | 558 BEECH ST HUDSON |
| 115 | BOWEN JO ANN | 550 BEECH ST HUDSON |
| 116 | BUCKMASTER RICHARD | 540 BEECH ST HUDSON |
| 117 | JAMES MEMORIAL METHODIST EPISCOPAL CH | 518 BEECH ST HUDSON |
| 118 | MORALES MIGUEL ANJEL HERRERA | 418 BEECH ST HUDSON |
| 119 | SACK LAWRENCE F | 458 BEECH ST HUDSON |
| 120 | SCHMER BRIAN PAUL | 450 BEECH ST HUDSON |
| 121 | TEMPLIN MARY L | 442 BEECH ST HUDSON |
| 122 | RENDON DOMINGO BUSTOS | 434 BEECH ST HUDSON |
| 123 | SCHMIDT WILLIAM K | 426 BEECH ST HUDSON |
| 124 | HANNIGAN CHARLES J | 705 BIRCH ST HUDSON |
| 125 | MILLIGAN STEPHANIE D | 713 BIRCH ST HUDSON |
| 126 | BUMPER PROPERTYS LLC | 721 BIRCH ST HUDSON |
| 127 | WUERTZ BARBARA E | 726 BIRCH ST HUDSON |
| 128 | CHAVEZ GUADALUPE L | 629 BIRCH ST HUDSON |
| 129 | GUTIERREZ MARGARITO | 649 BIRCH ST HUDSON |
| 130 | SALINAS OSCAR TOMAS | 657 BIRCH ST HUDSON |
| 131 | B&G FINANCIAL INC | 617 BIRCH ST HUDSON |
| 132 | SOEHNER LINDA LOUISE | 753 BIRCH ST HUDSON |
| 133 | ASPEY ROBERT S | 735 BIRCH ST HUDSON |
| 134 | PIERCE TAMMY L | 510 BIRCH ST HUDSON |
| 135 | MOTA JESUS | 522 BIRCH ST HUDSON |
| 136 | MCCAMPBELL KIMBERLY L | 534 BIRCH ST HUDSON |
| 137 | GUTIERREZ FRANK L | 505 BIRCH ST HUDSON |
| 138 | FUENTES RAMONA OR RICHARD | 405 BIRCH ST HUDSON |
| 139 | REYES JOSE G | 437 BIRCH ST HUDSON |
| 140 | OSNER SHARON E | 453 BIRCH ST HUDSON |
| 141 | GUTIERREZ FRANK L | 429 BIRCH ST HUDSON |
| 142 | JIMENEZ ENRIQUE GONZALES | 413 BIRCH ST HUDSON |
| 143 | STEWART REBECCA R | 458 BIRCH ST HUDSON |
| 144 | BUSCHMAN CARL SR | 410 BIRCH ST HUDSON |
| 145 | CHRISTENSEN CLAY J | 402 BIRCH ST HUDSON |
| 146 | ARCHULETA ERIC T | 454 BIRCH ST HUDSON |
| 147 | SWANK ROBERT M | 442 BIRCH ST HUDSON |
| 148 | KANMORE JAROD | 430 BIRCH ST HUDSON |
| 149 | ROCK CALVIN R III | 422 BIRCH ST HUDSON |
| 150 | WALTERS RAYMOND D | 320 BIRCH ST HUDSON |
| 151 | HERNANDEZ PATRICIA | 310 BIRCH ST HUDSON |
| 152 | BRYANT HAROLD E | 330 BIRCH ST HUDSON |
| 153 | LAROWE JAMES L | 360 BIRCH ST HUDSON |
| 154 | HERNDON MARGIE A | 340 BIRCH ST HUDSON |

| | | |
|---|---|---|
| 155 | VAN BLARCOM KARRY | 301 BIRCH ST HUDSON |
| 156 | NORTON JULIA A LIVING TRUST | 357 BIRCH ST HUDSON |
| 157 | SCOFIELD JOSEPH W | 333 BIRCH ST HUDSON |
| 158 | SHARP NEWTON E | 313 BIRCH ST HUDSON |
| 159 | HOLLISTER ROBERT I | 329 BIRCH ST HUDSON |
| 160 | MEINTS BRUNE JR | 243 BIRCH ST HUDSON |
| 161 | MCLAMB RUBY J | 221 BIRCH ST HUDSON |
| 162 | CHILDS RANDALL K | 229 BIRCH ST HUDSON |
| 163 | JOHNSON WILLIAM F | 217 BIRCH ST HUDSON |
| 164 | DAVIS TERRY L | 211 BIRCH ST HUDSON |
| 165 | DAWSON ED | 257 BIRCH ST HUDSON |
| 166 | DEWEY TYLER R | 253 BIRCH ST HUDSON |
| 167 | HOFF DENNIE | 260 BIRCH ST HUDSON |
| 168 | REED REAL ESTATE LP | 226 BIRCH ST HUDSON |
| 169 | MURILLO JUAN M | 280 BIRCH ST HUDSON |
| 170 | HOFF DENNIE | 270 BIRCH ST HUDSON |
| 171 | WELSH BONITA A | 130 BIRCH ST HUDSON |
| 172 | DODD JEREMY M | 120 BIRCH ST HUDSON |
| 173 | FARNER JARED B | 106 BIRCH ST HUDSON |
| 174 | WAKEFIELD DAVID | 160 BIRCH ST HUDSON |
| 175 | SULLIVAN LANCE | 150 BIRCH ST HUDSON |
| 176 | MAHER DIANA L | 140 BIRCH ST HUDSON |
| 177 | MC GILL DUDLEY J | 101 BIRCH ST HUDSON |
| 178 | DAVIS BRUCE L (BN) | 113 BIRCH ST HUDSON |
| 179 | LYMAN ERIC A | 121 BIRCH ST HUDSON |
| 180 | KRAUS JERALDINE E | 133 BIRCH ST HUDSON |
| 181 | LUTZ ANITA L | 141 BIRCH ST HUDSON |
| 182 | LAUBSCH ALAN D | 149 BIRCH ST HUDSON |
| 183 | CASTRO BLANCA E | 157 BIRCH ST HUDSON |
| 184 | KRAUS STEFFANE | 81 BIRCH ST HUDSON |
| 185 | IVY TERRY KAY | 45 BIRCH ST HUDSON |
| 186 | ZINK DOUGLAS A | 42 BIRCH ST HUDSON |
| 187 | HOFFMAN ERIC | 32 BIRCH ST HUDSON |
| 188 | WINSLOW WILLIAM | 22 BIRCH ST HUDSON |
| 189 | ZINK DOUGLAS A | 12 BIRCH ST HUDSON |
| 190 | MARTINEZ DELLA | 733 CEDAR ST HUDSON |
| 191 | BROWN-GARCIA JODY A | 745 CEDAR ST HUDSON |
| 192 | ZINK DOUGLAS | 713 CEDAR ST HUDSON |
| 193 | L&H SIGWARDT FAMILY FARM LLC | 750 CEDAR ST HUDSON |
| 194 | MERCADO-SALAS JORGE | 354 CEDAR ST HUDSON |
| 195 | TEEL RANDI ANN | 334 CEDAR ST HUDSON |
| 196 | DUNKER DALE E | 314 CEDAR ST HUDSON |
| 197 | ALLEN ROBERT W | 374 CEDAR ST HUDSON |
| 198 | LUTON DAVID B | 301 CEDAR ST HUDSON |
| 199 | COLE MATTHEW P | 365 CEDAR ST HUDSON |
| 200 | GONZALES TIMOTHY J | 325 CEDAR ST HUDSON |
| 201 | MORIN ARTHUR E | 335 CEDAR ST HUDSON |
| 202 | FLOYD ROBERT DALE | 345 CEDAR ST HUDSON |
| 203 | EMARD JOHN A | 215 CEDAR ST HUDSON |
| 204 | MCCLAREN DALE E | 245 CEDAR ST HUDSON |
| 205 | KOGER WILLIAM A | 235 CEDAR ST HUDSON |
| 206 | MAY JUSTIN | 225 CEDAR ST HUDSON |
| 207 | JORDAN EDWARD F | 226 CEDAR ST HUDSON |

| | | |
|---|---|---|
| 208 | ARNOLD BOYD A | 206 CEDAR ST HUDSON |
| 209 | ROCHA MICHAEL D | 210 CEDAR ST HUDSON |
| 210 | HESTER DAWN R | 218 CEDAR ST HUDSON |
| 211 | TRUAX DONALD A | 242 CEDAR ST HUDSON |
| 212 | PLATTER HENRY G | 252 CEDAR ST HUDSON |
| 213 | BRIDGES BRANDON SR | 148 CEDAR ST HUDSON |
| 214 | BRIDGES BRANDON SR | 150 CEDAR ST HUDSON |
| 215 | MEGEL MATTHEW | 142 CEDAR ST HUDSON |
| 216 | BANUELOS-GUZMAN CARLOS | 134 CEDAR ST HUDSON |
| 217 | RODRIQUEZ JOAQUIN | 122 CEDAR ST HUDSON |
| 218 | HIBBARD ERICA | 114 CEDAR ST HUDSON |
| 219 | SAUTER ELIZABETH S | 102 CEDAR ST HUDSON |
| 220 | ACEVEDO ARMANDO GALLEGOS | 65 CEDAR ST HUDSON |
| 221 | WHITE KELLY D | 55 CEDAR ST HUDSON |
| 222 | RITZEL KIMBERLY | 10 CEDAR ST HUDSON |
| 223 | HOUGH E ALLISON | 50 CEDAR ST HUDSON |
| 224 | DUNKER DALE E | 324 CEDAR ST HUDSON |
| 225 | MC CLAREN DALE E | 255 CEDAR ST HUDSON |
| 226 | HUNT DAVID W | 530 CHERRY ST HUDSON |
| 227 | HENRY J LARRY | 518 CHERRY ST HUDSON |
| 228 | BALAUN NICHOLAS C | 506 CHERRY ST HUDSON |
| 229 | MADSEN GERALD D | 550 CHERRY ST HUDSON |
| 230 | HAMMOCK JOSEPH P | 542 CHERRY ST HUDSON |
| 231 | HUDSON TOWN OF | 509 CHERRY ST HUDSON |
| 232 | DAVIS WILLIS E | 545 CHERRY ST HUDSON |
| 233 | STRATEN STEVE R | 557 CHERRY ST HUDSON |
| 234 | HOUCK JEFFREY ALAN | 533 CHERRY ST HUDSON |
| 235 | CARLSON RICHARD D | 425 CHERRY ST HUDSON |
| 236 | COOK DOUGLAS ALLAN | 445 CHERRY ST HUDSON |
| 237 | REPAIR DANIEL ROBERT | 409 CHERRY ST HUDSON |
| 238 | DAVIS DEBRA A | 458 CHERRY ST HUDSON |
| 239 | HAYNES ESTHER R | 442 CHERRY ST HUDSON |
| 240 | HAMMOCK TREVOR J | 434 CHERRY ST HUDSON |
| 241 | CARNS MARK | 453 CHERRY ST HUDSON |
| 242 | HUDSON FIRE PROTECTION DIST | 28584 CR 14 HUDSON |
| 243 | CARLSON ROBERT L | 726 DAHLIA ST HUDSON |
| 244 | SYDOW JERRY L | 714 DAHLIA ST HUDSON |
| 245 | HASKINS DOUG | 658 DAHLIA ST HUDSON |
| 246 | SCOTT BRIAN J | 600 DAHLIA ST HUDSON |
| 247 | SCOTT BRIAN J | 610 DAHLIA ST HUDSON |
| 248 | BALL BONNIE | 641 DAHLIA ST HUDSON |
| 249 | KIRKENDALL JERRY L | 645 DAHLIA ST HUDSON |
| 250 | THOMASON RAY | 265 DAHLIA ST HUDSON |
| 251 | REED HARLEY R | 255 DAHLIA ST HUDSON |
| 252 | YOUNGER JANA L | 235 DAHLIA ST HUDSON |
| 253 | KOCH KENNETH | 225 DAHLIA ST HUDSON |
| 254 | WATSON M MARIE | 215 DAHLIA ST HUDSON |
| 255 | HOME INVESTMENT TEAM LLC | 205 DAHLIA ST HUDSON |
| 256 | PETERS RALPH T | 226 DAHLIA ST HUDSON |
| 257 | ARMSTRONG REBECCA SUSAN | 182 DAHLIA ST HUDSON |
| 258 | FRONT RANGE HOME RENTALS LLC | 180 DAHLIA ST HUDSON |
| 259 | PHELAN MICHAEL E | 178 DAHLIA ST HUDSON |
| 260 | RODRIGUEZ NORMA EDITH CHAVEZ | 160 DAHLIA ST HUDSON |

| | | |
|---|---|---|
| 261 | 140 DAHLIA STREET TRUST | 140 DAHLIA ST HUDSON |
| 262 | FURLEY STEPHEN | 130 DAHLIA ST HUDSON |
| 263 | REED PATRICIA | 120 DAHLIA ST HUDSON |
| 264 | KUNTZ LAURIE J | 110 DAHLIA ST HUDSON |
| 265 | STRONG CHARLES R | 185 DAHLIA ST HUDSON |
| 266 | NULSEN CHRIS | 175 DAHLIA ST HUDSON |
| 267 | KIEFER JACQULYN R | 155 DAHLIA ST HUDSON |
| 268 | PEREZ NOEMI | 135 DAHLIA ST HUDSON |
| 269 | OBERLE ROBERT J | 125 DAHLIA ST HUDSON |
| 270 | WATT ERSEL R | 115 DAHLIA ST HUDSON |
| 271 | POST DONALD L JR | 105 DAHLIA ST HUDSON |
| 272 | LAYNE DAVID C | 61 DAHLIA ST HUDSON |
| 273 | PROKSCH LISA A | 37 DAHLIA ST HUDSON |
| 274 | BENJAMIN BENNIET C | 25 DAHLIA ST HUDSON |
| 275 | SWETKY AARON B | 15 DAHLIA ST HUDSON |
| 276 | OLOUGHLIN WILLIAM | 30 DAHLIA ST HUDSON |
| 277 | HERNANDEZ PEDRO CHAVEZ | 45 DAHLIA ST HUDSON |
| 278 | HERNANDEZ PEDRO CHAVEZ | 60 DAHLIA ST HUDSON |
| 279 | HERNANDEZ PEDRO CHAVEZ | 45 DAHLIA ST HUDSON |
| 280 | SCHNEIDER NOLA MAY | 545 DATE ST HUDSON |
| 281 | PEN PROPERTIES | 535 DATE ST HUDSON |
| 282 | WARDELL TRACY R | 533 DATE ST HUDSON |
| 283 | KILKER STEVE R | 505 DATE ST HUDSON |
| 284 | HEATH SCOTT A | 435 DATE ST HUDSON |
| 285 | PANOWICZ SANDRA RAE | 465 DATE ST HUDSON |
| 286 | ALLEN VIRGINIA C | 455 DATE ST HUDSON |
| 287 | MARTINEZ RICHARD A | 445 DATE ST HUDSON |
| 288 | PETTERSSON DIANE | 205 ELM ST HUDSON |
| 289 | ELM PARTNERS LLC | 235 ELM ST HUDSON |
| 290 | ELY KEITH | 225 ELM ST HUDSON |
| 291 | VARGAS RUBEN | 215 ELM ST HUDSON |
| 292 | VEITH ROBERT PAUL | 270 ELM ST HUDSON |
| 293 | NORGREN DARREL L | 260 ELM ST HUDSON |
| 294 | BUSKER LTD | 240 ELM ST HUDSON |
| 295 | PORTILLO JOSE J | 230 ELM ST HUDSON |
| 296 | NAVARRO DAVID R | 220 ELM ST HUDSON |
| 297 | ANDERSON STEPHANIE | 210 ELM ST HUDSON |
| 298 | JIMENEZ RUBEN DURAN | 190 ELM ST HUDSON |
| 299 | BENSON RALPH E | 180 ELM ST HUDSON |
| 300 | SAENZ OCTAVIO | 170 ELM ST HUDSON |
| 301 | JONES FRANKLIN LAFOLLETTE | 160 ELM ST HUDSON |
| 302 | PETERS NICHOLAS | 140 ELM ST HUDSON |
| 303 | RONQUILLO ALVARO G | 130 ELM ST HUDSON |
| 304 | DIAZ SIRGIO | 120 ELM ST HUDSON |
| 305 | GROSSHANS STEVEN L | 110 ELM ST HUDSON |
| 306 | LASLEY ROBERT R | 185 ELM ST HUDSON |
| 307 | JOHANSON GRANT F | 165 ELM ST HUDSON |
| 308 | BEACH JAMES T | 155 ELM ST HUDSON |
| 309 | STROSNIDER MONIKA | 45 ELM ST HUDSON |
| 310 | THOMPSON GARY | 41 ELM ST HUDSON |
| 311 | BELCHER RAY | 42 ELM ST HUDSON |
| 312 | WARNER KEVIN D | 30 ELM ST HUDSON |
| 313 | MOORE DAWN M | 557 EVERGREEN ST HUDSON |

| | | |
|---|---|---|
| 314 | REED DONALD R | 22190 EVERGREEN ST HUDSON |
| 315 | MCPEEK CRAIG N | 505 EVERGREEN ST HUDSON |
| 316 | MURPHY VERNON H | 22184 EVERGREEN ST HUDSON |
| 317 | NEW VISION DEVELOPMENT PARTNERS | 305 FOXTAIL DR HUDSON |
| 318 | SWANK ROBERT M | 717 GRAPE ST HUDSON |
| 319 | KRAUS JERALDINE E | 745 GRAPE ST HUDSON |
| 320 | UTECHT HERMAN R | 725 GRAPE ST HUDSON |
| 321 | MOUNT JOEL B | 765 GRAPE ST HUDSON |
| 322 | JUDD CRAIG A | 621 GRAPE ST HUDSON |
| 323 | SELLERS SHIRLEY SHERWOOD | 641 GRAPE ST HUDSON |
| 324 | PRINCE DAVID G | 657 GRAPE ST HUDSON |
| 325 | GENDREAU DENNIS P | 545 GRAPE ST HUDSON |
| 326 | MILLER SHARON D | 535 GRAPE ST HUDSON |
| 327 | BOMGARDNER ANN | 406 GRAPE ST HUDSON |
| 328 | DUCKWALL MARY | 418 GRAPE ST HUDSON |
| 329 | MAUL MELVIN L | 434 GRAPE ST HUDSON |
| 330 | WALLACE LANE GLENN | 358 GRAPE ST HUDSON |
| 331 | STONEHOCKER ROBERT | 334 GRAPE ST HUDSON |
| 332 | SMITH SCOTT LEE | 326 GRAPE ST HUDSON |
| 333 | PIERCE RUTH A | 322 GRAPE ST HUDSON |
| 334 | REILLY JAMES R | 315 GRAPE ST HUDSON |
| 335 | FEDERER GRADY | 345 GRAPE ST HUDSON |
| 336 | GALVEZ-RUVALCABA RODRIGO | 335 GRAPE ST HUDSON |
| 337 | PAVELKA EVERETT T | 325 GRAPE ST HUDSON |
| 338 | YECKLEY JASON | 319 GRAPE ST HUDSON |
| 339 | CHAIREZ ELIZABETH RANGEL | 257 GRAPE ST HUDSON |
| 340 | VNT INVESTMENTS LLC | 225 GRAPE ST HUDSON |
| 341 | PAXTON STEVE | 635 HICKORY ST HUDSON |
| 342 | KRAMER MICHAEL G | 625 HICKORY ST HUDSON |
| 343 | BAUER TERRELL E | 730 HICKORY ST HUDSON |
| 344 | ANDERSEN DAVID A | 720 HICKORY ST HUDSON |
| 345 | WARD SAMUEL D | 760 HICKORY ST HUDSON |
| 346 | MORRIS MICHAEL A | 740 HICKORY ST HUDSON |
| 347 | SALISBURY JAMIE | 614 HICKORY ST HUDSON |
| 348 | FRANCO RAMON | 660 HICKORY ST HUDSON |
| 349 | STILLE DIANE C | 646 HICKORY ST HUDSON |
| 350 | NAZZISE STEVEN D | 630 HICKORY ST HUDSON |
| 351 | 550 HICKORY LLC | 550 HICKORY ST HUDSON |
| 352 | ABEL AMANDA R (BN) | 530 HICKORY ST HUDSON |
| 353 | ABEL AMANDA (BN) | 540 HICKORY ST HUDSON |
| 354 | HICKORY STREET PROPERTIES LLC | 512 HICKORY ST HUDSON |
| 355 | HICKORY STREET PROPERTIES LLC | 510 HICKORY ST HUDSON |
| 356 | ABEL DOUG (BN) | 508 HICKORY ST HUDSON |
| 357 | ABEL DOUGLAS A (BN) | 506 HICKORY ST HUDSON |
| 358 | ABEL AMANDA R (BN) | 504 HICKORY ST HUDSON |
| 359 | ABEL AMANDA R (BN) | 502 HICKORY ST HUDSON |
| 360 | BELTRAN MANUEL E | 22188 HWY 52 HUDSON |
| 361 | SWANK WALTER C | 905 MAIN ST HUDSON |
| 362 | SCHWEGER THOMAS ALBERT | 25 MAIN ST HUDSON |
| 363 | BECERRA CRUZ | 35 MAIN ST HUDSON |
| 364 | BELL VIOLET A | 805 MAIN ST HUDSON |
| 365 | ELROD CAMERON S | 851 MAIN ST HUDSON |
| 366 | KLEFFNER RICH | 105 MAIN ST HUDSON |

| | | |
|---|---|---|
| 367 | ARAGON MARIA FIDELIA | 141 MAIN ST HUDSON |
| 368 | PENN SQUARE & HEIDELBERG PARTNERSHIP LLC | 810 MAIN ST HUDSON |
| 369 | PENA JOSE | 104 MAIN ST HUDSON |
| 370 | MACHUCA JOSE CORPUS | 132 MAIN ST HUDSON |
| 371 | 122 MAIN STREET LLC | 122 MAIN ST HUDSON |
| 372 | MILLER REGINA | 112 MAIN ST HUDSON |
| 373 | BOILEAU GENE H | 1051 MAIN HUDSON |
| 374 | NEW VISION DEVELOPMENT PARTNERS | 700 REMINGTON DR HUDSON |
| 375 | NEW VISION DEVELOPMENT PARTNERS | 540 REMINGTON DR HUDSON |
| 376 | HARRISON DAVID M | 5 SUNSET CT HUDSON |
| 377 | FERNANDEZ ROBERT F | 11 SUNSET CT HUDSON |
| 378 | THOMASON LEONARD | 17 SUNSET CT HUDSON |
| 379 | HOWARD SHANE | 23 SUNSET CT HUDSON |
| 380 | SWARTS FARON E | 29 SUNSET ST HUDSON |
| 381 | MCMANAMAN CATHLEEN | 35 SUNSET CT HUDSON |
| 382 | FARRER ROBERT | 41 SUNSET CT HUDSON |
| 383 | HUDSPETH TOMMY | 53 SUNSET CT HUDSON |
| 384 | ALLICK MERLYN R | 59 SUNSET CT HUDSON |
| 385 | SKELTON ZACHAR | 47 SUNSET DR HUDSON |
| 386 | NEW VISION DEVELOPMENT PARTNERS | 360 WYATT DR HUDSON |

Table 2:

Refuse Services From Units in Multi-Family Structures
Town of Hudson

| NO | OWNERS NAME | PROPERTY ADDRESS |
|---|---|---|
| 387 | GETTMAN GARY R (2 Units) | 555 1ST AVE HUDSON |
| 388 | GETTMAN GARY R (2 Units) | 575 1ST AVE HUDSON |
| 389 | ANDERSON MICHAEL E (3 Units) | 580 2ND AVE HUDSON |
| 400 | ANDERSON MICHAEL E (3 Units) | 570 2ND AVE HUDSON |
| 401 | ANDERSON MICHAEL E (3 Units) | 560 2ND AVE HUDSON |
| 402 | GAINES HELEN A TRUST (50% INT) (4 Units) | 443 5TH AVE 443 HUDSON |
| 403 | CHAVEZ GUADALUPE (4 Units) | 648 CEDAR ST HUDSON |
| 404 | PEN PROPERTIES (4 Units) | 635 CEDAR ST HUDSON |
| 405 | D & M HOMES LLC (4 Units) | 155 CEDAR ST HUDSON |
| 406 | D & M HOMES LLC (2 Units) | 115 CEDAR ST HUDSON |
| 407 | D & M HOMES LLC (2 Units) | 135 CEDAR ST HUDSON |
| 408 | CHAVEZ GUADALUPE (6 Units) | 525 DAHLIA ST HUDSON |

Table 3:

Refuse Services From Single Family Homes in the **A-2 Zoning District**
Town of Hudson

| NO | OWNERS NAME | PROPERTY ADDRESS |
|---|---|---|
| 409 | PASTELAK JULIA MAE | 22324 HWY 52 HUDSON |
| 410 | LANDEN TIFFANY | 590 HOLLY ST HUDSON |
| 411 | SIMMONS ALFRED H | 570 HOLLY ST HUDSON |
| 412 | CHAVEZ GUADALUPE D | 550 HOLLY ST HUDSON |
| 413 | OBER ALEXANDER | 540 HOLLY ST HUDSON |
| 414 | CHAVEZ GUADALUPE | 490 HOLLY ST HUDSON |
| 415 | SANDERS NOAH L | 470 HOLLY ST HUDSON |
| 416 | EYESTONE ROBB | 450 HOLLY ST HUDSON |
| 417 | GUTIERREZ DAVID | 430 HOLLY ST HUDSON |
| 418 | GENDREAU LORRAINE E | 380 HOLLY ST HUDSON |
| 419 | GOLDEN SCOTT D | 360 HOLLY ST HUDSON |
| 420 | FULTON JEFFERY | 320 HOLLY ST HUDSON |
| 421 | ROSSI BRADLEY A | 310 HOLLY ST HUDSON |
| 422 | LILE MIKE W | 308 HOLLY ST HUDSON |
| 423 | STEWART MIKE V | 305 HOLLY ST HUDSON |
| 424 | HARGIS MAGNUS | 325 HOLLY ST HUDSON |
| 425 | WINDLE CRAIG E | 365 HOLLY ST HUDSON |
| 426 | ANDERSON STEVEN F SR | 385 HOLLY ST HUDSON |
| 427 | KASSEBAUM GREGORY D | 435 HOLLY ST HUDSON |
| 428 | LEWIS JOSEPH N | 455 HOLLY ST HUDSON |
| 429 | WATANABE SABURO JR | 495 HOLLY ST HUDSON |
| 430 | NEWMAN WILLIAM R | 545 HOLLY ST HUDSON |
| 431 | BABCOCK GLEN R | 555 HOLLY ST HUDSON |
| 432 | THOMPSON JASON J | 505 SUNRISE ACRES ST HUDSON |
| 433 | THOMPSON JASON J | 515 SUNRISE ACRES ST HUDSON |
| 434 | THOMPSON JASON J | 545 SUNRISE ACRES ST HUDSON |
| 435 | THOMPSON JASON J | 565 SUNRISE ACRES ST HUDSON |
| 436 | THOMPSON JASON J | 575 SUNRISE ACRES ST HUDSON |

Table 4:

Refuse Services From Single Family Homes in the **A-3 Zoning District**
Town of Hudson

| NO | OWNERS NAME | PROPERTY ADDRESS |
|---|---|---|
| 437 | BERRETH KIMI A TABUCHI | 35 COOK CT HUDSON |
| 438 | HARRISON DOYLE R | 25 COOK CT HUDSON |
| 439 | KRAMER KENNETH FLOYD | 15 COOK CT HUDSON |
| 440 | HIRAK JAMES | 10 COOK CT HUDSON |
| 441 | PROKSCH BRADLEY A | 20 COOK CT HUDSON |
| 442 | PALERMO JOHN R | 30 COOK CT HUDSON |
| 443 | TENDICK GEORGE E | 40 COOK CT HUDSON |
| 444 | HONNOLD JOHN M LIVING TRUST | 45 COOK CT HUDSON |
| 445 | BALDWIN RAY H | 55 COOK CT HUDSON |
| 446 | RUBY JOHN B | 22864 HWY 52 HUDSON |
| 447 | MCNEW JOHN PHILLIP | 4937 CR 47 HUDSON |
| 448 | BOTTOMS TIMOTHY P | 4875 CR 47 HUDSON |
| 449 | BABBITT CURTIS W | 4813 CR 47 HUDSON |
| 450 | HAGER BRYAN J | 4751 CR 47 HUDSON |

Table 5:

Refuse Services From Mobile Home Parks
Town of Hudson

| NO | OWNERS NAME | PROPERTY ADDRESS |
|---|---|---|
| 451 | Willow Brook Village MHP (44 spaces) | 806 BIRCH ST HUDSON |
| 452 | Fox Mobile Home Park (32 spces) | 218 GRAPE ST HUDSON |

Table 6:

Refuse Services From Town Owned Facilities
Town of Hudson

| NO | Public Facilitiies | PROPERTY ADDRESS |
|---|---|---|
| 453 | Existing Town Hall | 557 ASH ST HUDSON |
| 454 | New Town Hall (Open May, 2017) | 50 S BEECH ST HUDSON |
| 455 | Waste Water Lift Station | 21506 CR 12.5 HUDSON |