

SPONSORED BY TRUSTEE

TRUSTEE'S BILL

ORDINANCE NO.

NO. 09-05  
Series of 2009

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**A BILL FOR AN ORDINANCE AUTHORIZING THE ISSUANCE OF TOWN OF HUDSON, COLORADO, SALES TAX REVENUE BONDS, SERIES 2009; PLEDGING CERTAIN SALES TAX REVENUES OF THE TOWN FOR THE PAYMENT OF THE BONDS; PROVIDING CERTAIN COVENANTS AND OTHER DETAILS; AND DECLARING AN EMERGENCY**

**WHEREAS**, the Town of Hudson, Colorado (the "Town"), is a statutory town and political subdivision of the State of Colorado, duly organized and operating under the constitution and laws of the State; and

**WHEREAS**, the Town is authorized by Title 29, Article 2, Part 1, C.R.S., to (i) adopt a municipal sales or use tax, or both, by ordinance, subject to the requirement that such tax be approved at an election, and (ii) if such sales or use tax, or both, has been pledged solely for capital improvement purposes and contains a provision for the creation of a sales and use tax capital improvement fund, the Town may, in anticipation of the collection of sales or use tax revenues, issue revenue bonds payable solely from the fund for capital improvement purposes; and

**WHEREAS**, at an election of the qualified electors of the Town, duly called and held on April 4, 2000 (the "2000 Election"), in accordance with law and pursuant to due notice, a majority of those qualified to vote and voting at the 2000 Election voted in favor of the imposition of a 2% sales tax increase for street improvement purposes, the question relating thereto being as follows:

SHALL THE TOWN OF HUDSON SALES TAX BE INCREASED \$55,000 IN 2000, AND BY WHATEVER ANNUAL AMOUNT FUTURE COLLECTIONS TOTAL FORM 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?

**WHEREAS**, the returns of the 2000 Election were duly canvassed and the result thereof duly declared; and

**WHEREAS**, pursuant to the 2000 Election, the Town adopted Ordinance No. 00-9, Series of 2000, which provided for the 2% sales tax approved at the 2000 Election (the "Street Improvement Sales Tax"), and provided for the use of the proceeds thereof as provided in the 2000 Election; and

**WHEREAS**, notwithstanding the authority of Title 29, Article 2, Part 1, C.R.S., Article X, Section 20 of the Colorado Constitution requires voter approval in advance for the creation of any multiple-fiscal year direct or indirect debt or other financial obligation, and consequently, at an election of the Town, duly called and held on November 4, 2008 (the "2008 Election"), a majority of those qualified to vote and voting at the 2008 Election voted in favor of the issuance of indebtedness, the ballot question being as follows:

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?

**WHEREAS**, the returns of the 2008 Election were duly canvassed and the result thereof duly declared; and

**WHEREAS**, the Board of Trustees of the Town (the "Board") has heretofore determined and does hereby determine that it is necessary to finance street improvements, the debt for which was authorized at the 2008 Election (the "Project"), and that for such purpose there shall be issued the Town's Sales Tax Revenue Bonds, Series 2009, in the maximum principal amount of \$2,100,000 (the "Bonds"), to be payable solely from the Street Improvement Sales Tax; and

**WHEREAS**, the Board anticipates the receipt of a proposal in the form of a Bond Purchase Agreement from George K. Baum & Company, of Denver, Colorado (the “Underwriter”), to purchase the Bonds upon the terms and conditions set forth in the Bond Purchase Agreement; and

**WHEREAS**, none of the members of the Board have any potential conflicting interests in connection with the authorization, issuance, or sale of the Bonds, or the use of the proceeds thereof; and

**WHEREAS**, there has been filed with the Town Clerk the forms of: (i) the Letter of Representations; (ii) the Registrar and Paying Agent Agreement; (iii) the Continuing Disclosure Certificate; (iv) the form of the Bond Purchase Agreement, and (v) the form of the Preliminary Official Statement (all as defined hereafter); and

**WHEREAS**, the Board desires to authorize the issuance and sale of the Bonds and the execution of the foregoing documents;

**THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF HUDSON, COLORADO:**

**Section 1. Definitions.** As used herein, the following capitalized terms shall have the respective meanings set forth below, unless the context indicates otherwise.

2000 Election: the election held within the Town on April 4, 2000, which approved the imposition of the Street Improvement Sales Tax.

2008 Election: the election held within the Town on November 4, 2008, which approved the issuance of bonds payable from the Street Improvement Sales Tax.

Authorized Denominations: the amount of \$5,000 or any integral multiple thereof.

Authorized Officer: the person authorized to sign the Sale Certificate, which shall be the Mayor of the Town or the Town Administrator.

Beneficial Owner: any person for which a Participant acquires an interest in the Bonds.

Board: the Board of Trustees of the Town.

Bond Insurer: the issuer of any Policy, and its successors.

Bond Purchase Agreement: the agreement between the Town and the Underwriter concerning the purchase of the Bonds by the Underwriter, as approved by an Authorized Officer pursuant to the Delegated Authority.

Bonds: the Sales Tax Revenue Bonds, Series 2009, issued in the maximum aggregate principal amount of \$2,100,000, as authorized by this Ordinance.

Cede: Cede & Co., the nominee of DTC as record owner of the Bonds, or any successor nominee of DTC with respect to the Bonds.

Certified Public Accountant: an independent certified public accountant within the meaning of §12-2-115, C.R.S., and any amendment thereto, licensed to practice in the State of Colorado.

Code: the Internal Revenue Code of 1986, as amended to the date of issuance of the Bonds.

Combined Maximum Annual Principal and Interest Requirements: with regard to any one or more particular issues of bonds, notes, contracts, or other obligations, the maximum annual payments of principal of and interest on all of said obligations (excluding redemption premiums) to become due during any Fiscal Year while such obligations are outstanding; provided that (i) such computation shall assume the redemption and payment of obligations subject to mandatory redemption, but shall be made without regard to any right of optional redemption which has not been exercised; (ii) such computation shall be made without regard to any right of acceleration of any obligations unless at the time of the computation such obligations have been accelerated thereunder; and (iii) for obligations which bear a variable interest rate, such computation shall be made upon the assumption that the obligations bear a rate 2% higher than the rate then borne by such obligations.

Continuing Disclosure Certificate: a certificate of the Town executed pursuant to the Bond Purchase Agreement, pertaining to the Underwriter's compliance with Securities and Exchange Commission Rule 15c2-12 (17 CFR Part 240, §240.15c2-12).

C.R.S.: the Colorado Revised Statutes, as amended and supplemented as of the date hereof.

Debt Service Fund: the “Street Improvement Sales Tax Revenue Debt Service Fund”, established by the provisions hereof for the purpose of paying the principal of, premium if any, and interest on the Bonds.

Delegated Authority: the authority delegated to an Authorized Officer pursuant to the Section hereof entitled “Delegated Authority and Parameters”.

Depository: any securities depository as the Town may provide and appoint, in accordance with the guidelines of the Securities and Exchange Commission, which shall act as securities depository for the Bonds.

DTC: the Depository Trust Company, New York, New York, and its successors and assigns.

Event of Default: any one or more of the events set forth in the Section hereof entitled “Events of Default”.

Federal Securities: direct obligations of (including obligations issued or held in book entry form on the books of), or obligations the principal of and interest on which are guaranteed by, the United States of America.

Fiscal Year: the twelve (12) 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 lawfully designated by the Board as the Fiscal Year of the Town.

Letter of Representations: the letter of representations from the Town to DTC to induce DTC to accept the Bonds as eligible for deposit at DTC.

Official Statement: the final version of the Preliminary Official Statement.

Ordinance: this Ordinance which authorizes the issuance of the Bonds, including any amendments properly made hereto.

Owner: the registered owner of any Bond, as shown by the registration books maintained by the Registrar.

Parity Bonds: one or more series of bonds, notes, interim securities, or other obligations issued by the Town pursuant to the Section hereof entitled "Additional Bonds", having a lien on the Pledged Revenue which is on a parity with the lien of the Bonds.

Participants: any broker-dealer, bank, or other financial institution from time to time for which DTC or another Depository holds the Bonds.

Paying Agent: UMB Bank, n.a., in Denver, Colorado, or its successor, which shall perform the function of paying agent with respect to the Bonds.

Registrar and Paying Agent Agreement: the agreement between the Town and the Paying Agent/Registrar, concerning the registration, transfer, exchange, and payment of the Bonds.

Permitted Investments: shall mean any investment or deposit the Town is permitted to make under then-applicable law, subject to such agreements or covenants, if any, as may be made by the Town in connection with the issuance of any Policy.

Pledged Revenue: the revenues derived directly or indirectly from the Street Improvement Sales Tax, including investment income thereon, provided that the term "Pledged Revenue" shall not include any amounts subject to valid claims for refunds under the Sales Tax Ordinance, nor shall it include any other taxes or other revenues collected by the Town. Pledged Revenue does not include incremental sales taxes which are or may be required to be paid into a special fund, or pledged to the payment of obligations pursuant to an urban renewal plan as defined in §31-25-103(a), C.R.S., or a plan of development as defined in §31-25-802 (6.4), C.R.S.

Policy: any municipal bond insurance policy, financial guaranty, or similar assurance of payment as described in §11-57-207 (2), C.R.S.

Preliminary Official Statement: the Preliminary Official Statement concerning the Bonds and the Town.

Project: the acquisition of certain street improvements, the debt for which was authorized at the 2008 Election.

Project Costs: the Town's costs properly attributable to the Project or any part thereof, including without limitation:

- (a) the costs of labor and materials, of machinery, furnishings, and equipment, and of the restoration of property damaged or destroyed in connection with construction work;
- (b) the costs of insurance premiums, including the premium due in connection with any Policy, indemnity and fidelity bonds, financing charges, bank fees, taxes, or other municipal or governmental charges lawfully levied or assessed;
- (c) administrative and general overhead costs;

- (d) the costs of reimbursing funds advanced by the Town in anticipation of reimbursement from Bond proceeds, including any intrafund or interfund loan;
- (e) the costs of surveys, appraisals, plans, designs, specifications, and estimates;
- (f) the costs, fees, and expenses of printers, engineers, architects, financial consultants, legal advisors, or other agents or employees;
- (g) the costs of publishing, reproducing, posting, mailing, or recording documents;
- (h) the costs of contingencies or reserves;
- (i) the costs of issuing the Bonds;
- (j) the costs of amending any resolution, ordinance, or other instrument relating to the Bonds or the Project;
- (k) the costs of repaying any short-term financing, construction loans, and other temporary loans, and of the incidental expenses incurred in connection with such loans;
- (l) the costs of acquiring any property, rights, easements, licenses, privileges, agreements, and franchises;
- (m) the costs of demolition, removal, and relocation;
- (n) administrative, operating, and other expenses of the Town prior to and during the acquisition period and for a period of not exceeding one year thereafter; and
- (o) all other lawful costs as determined by the Board.

Project Fund: the “Town of Hudson Sales Tax Revenue Bonds, Series 2009, Project Fund”, established by the provisions hereof for the purpose of paying the Project Costs.

Record Date: the fifteenth (15th) day of the calendar month next preceding each interest payment date.

Registrar: UMB Bank, n.a., in Denver, Colorado, or its successor, which shall perform the function of registrar with respect to the Bonds.

Required Reserve: the amount set forth in the Sale Certificate which is to be maintained in the Reserve Fund, if any.

Required Supplemental Reserve: the amount set forth in the Sale Certificate which is to be maintained in the Supplemental Reserve Fund, if any.

Reserve Fund: a special fund of the Town designated as the “Sales Tax Revenue Bond Reserve Fund”, created by this Ordinance for the purpose of paying, if necessary, the principal of, premium if any, and interest on the Bonds. The Reserve Fund will be funded to the extent so provided in the Sale Certificate.

Reserve Fund Guaranty: an insurance policy, surety bond, letter of credit, guaranty, financial guarantee bond, or similar instrument issued by a financial institution whose unsecured,

unenanced, and uncollateralized indebtedness is rated “BBB” or better by Standard & Poor's Rating Services or “Baa” or better by Moody's Investors Services Inc., which instrument shall unconditionally insure or guarantee the deposit to the Reserve Fund of the amounts specified therein on or before the dates on which moneys in the Reserve Fund may be required to be used hereunder.

Sale Certificate: a certificate executed by the Authorized Officer pursuant to the Delegated Authority, dated on or before the date of delivery of the Bonds, setting forth the matters to be determined pursuant to the Delegated Authority.

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

Special Record Date: the record date for determining Bond ownership for purposes of paying defaulted interest, as such date may be determined pursuant to this Ordinance.

Street Improvement Sales Tax: the 2% sales tax imposed by the Town pursuant to the 2000 Election and Town Ordinance No. 00-9, Series of 2000.

Street Improvement Sales Tax Capital Improvement Fund: the fund of the Town designated as the “Street Improvement Sales Tax Capital Improvement Fund”, established by the provisions hereof.

Subordinate Bonds: one or more series of bonds, notes, interim securities, or other obligations issued by the Town pursuant to the Section hereof entitled “Additional Bonds”, having a lien on the Pledged Revenue which is subordinate or junior to the lien of the Bonds.

Supplemental Act: the “Supplemental Public Securities Act”, being Title 11, Article 57, Part 2, C.R.S.

Supplemental Reserve Fund: a special fund of the Town designated as the “Sales Tax Revenue Supplemental Reserve Fund”, created by this Ordinance for the purpose of paying, if necessary, the principal of, premium if any, and interest on the Bonds. The Supplemental Reserve Fund will be funded to the extent so provided in the Sale Certificate.

Term Bonds: the Bonds, if any, that are payable on or before their specified maturity dates from mandatory sinking fund payments pursuant to the Section hereof entitled “Prior Redemption”.

Town: the Town of Hudson, Colorado.

Underwriter: George K. Baum & Company, of Denver, Colorado, the original purchasers of the Bonds.

**Section 2. Authorization.** In accordance with the Constitution of the State of Colorado; §29-2-112, C.R.S.; the Supplemental Act; and all other laws of the State of Colorado thereunto enabling, there shall be issued the Town's “Sales Tax Revenue Bonds, Series 2009”, in an aggregate principal amount not to exceed \$2,100,000, for the purpose of: (i) paying the Project Costs; and (ii) paying issuance and other costs in connection with the Bonds. The Town hereby elects to apply all of the provisions of the Supplemental Act to the Bonds.

**Section 3. Delegated Authority and Parameters.**

(a) Pursuant to §11-57-205, C.R.S., of the Supplemental Act the Board hereby delegates to an Authorized Officer the authority to sign the Bond Purchase Agreement, and to make the following determinations, as well as any other determinations authorized by §11-57-205, C.R.S., with respect to the Bonds, subject to the parameters and restrictions set forth in this Section (the “Delegated Authority”):

- (i) the rate or rates of interest on the Bonds;
- (ii) the conditions on which and the prices at which the Bonds may be redeemed before maturity;
- (iii) the existence and amount of any capitalized interest or reserve funds;
- (iv) the price at which the Bonds shall be sold;
- (v) the principal amount and denominations of the Bonds;
- (vi) the amount of principal maturing in any particular year;
- (vii) the dates on which principal of and interest on the Bonds will be paid; and
- (viii) whether the Bonds will be secured by a Policy, and the terms of any agreement for reimbursement of the Bond Insurer, if any.

(b) The foregoing is subject to the following restrictions and parameters:

- (i) the interest rate on the Bonds shall be such that the Bonds bear interest at a net effective interest rate which does not exceed 6.75% per annum;
- (ii) the total repayment cost of the Bonds shall not exceed the total repayment cost limitation of the 2008 Election properly allocable to the Bonds;
- (iii) the maximum annual repayment cost of the Bonds shall not exceed the maximum annual repayment cost limitation of the 2008 Election properly allocable to the Bonds;
- (iv) the sale price of the Bonds shall be an amount not less than 95% of the aggregate principal amount of the Bonds;
- (v) the first optional redemption date on the Bonds shall not be later than December 1, 2019;
- (vi) the optional redemption price shall not exceed 100%;
- (vii) the Bonds shall mature not later than December 1, 2037; and
- (viii) the principal amount of the Bonds shall not exceed \$2,100,000.



**Section 4. Special Obligations.** All of the Bonds, together with the interest thereon and any premium due in connection therewith, shall be payable only out of: (i) the Debt Service Fund, into which the Town covenants to deposit the Pledged Revenue in amounts sufficient to pay when due the principal of, premium if any, and interest on the Bonds; or (ii) if necessary, the Reserve Fund and the Supplemental Reserve Fund. The Bonds shall constitute an irrevocable lien upon the Pledged Revenue, but not necessarily an exclusive such lien, and the Pledged Revenue is hereby pledged to the payment of the Bonds. The Owners may not look to any general or other fund of the Town for the payment of the principal of, premium if any, and interest on the Bonds, except the funds and accounts pledged thereto by this Ordinance, and the Bonds shall not constitute a debt or an indebtedness of the Town within the meaning of any constitutional or statutory provision or limitation; nor shall they be considered or held to be general obligations of the Town.

**Section 5. Bond Details.** The Bonds shall be dated as of the date of delivery of the Bonds to the Underwriter. The Bonds shall be issued only as fully registered Bonds without coupons in Authorized Denominations. Unless the Town shall otherwise direct, the registered Bonds shall be numbered separately from 1, with the number of each Bond preceded by "R-".

To the extent principal of any Bond is not paid when due, such principal shall remain outstanding until paid. If any 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 Bond until the principal thereof is paid in full; provided however, that notwithstanding anything herein to the contrary, the Town shall not be obligated to pay more than the amount permitted by law and its electoral authorization in repayment of the Bonds, including all payments of principal, premium if any, and interest, and all Bonds will be deemed defeased and no longer outstanding upon the payment by the Town of such amount.

**Section 6. Payment of Bonds; Paying Agent and Registrar.** The principal of and premium, if any, on the Bonds are payable in lawful money of the United States of America to the Owner of each Bond upon maturity or prior redemption and presentation at the principal office of the Paying Agent. The interest on any Bond is payable to the person in whose name such Bond is registered, at his address as it appears on the registration books maintained by or on behalf of the Town by the Registrar, at the close of business on the Record Date, irrespective of any transfer or exchange of such Bond subsequent to such Record Date and prior to such interest payment date; provided that any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the Owner thereof at the close of business on the Record Date and shall be payable to the person who is the Owner thereof 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 the payment of such defaulted interest shall be fixed by the Registrar whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the Owners of the Bonds not less than ten (10) days prior to the Special Record Date by first-class mail to each such Owner as shown on the registration books kept by the Registrar on a date selected by the Registrar. Such notice shall state the date of the Special Record Date and the date fixed for the payment of such defaulted interest.

Interest payments shall be paid by check or draft of the Paying Agent mailed on or before the interest payment date to the Owners. The Paying Agent may make payments of interest on any Bond by such alternative means as may be mutually agreed to between the Owner of such Bond and the Paying Agent; provided that the Town shall not be required to make funds available to the Paying Agent prior to the dates on which such interest would otherwise be payable hereunder, nor to incur any expenses in connection with such alternative means of payment.

The principal of, premium if any, and interest on the Bonds shall be paid in accordance with the terms of the Registrar and Paying Agent Agreement and the Letter of Representations.

**Section 7. Prior Redemption.**

(a) The Bonds designated in the Sale Certificate will be subject to redemption at the option of the Town from any legally available funds on the dates set forth in the Sale Certificate in whole, or in part from any maturities, in any order of maturity and by lot within a maturity from Bonds of the same maturity and interest rate, in such manner as the Town may determine (giving proportionate weight to Bonds in denominations larger than \$5,000), at the price set forth in the Sale Certificate, subject to the parameters and restrictions of this Ordinance.

(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 sinking fund redemption date, 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 Bonds of a denomination larger than \$5,000, a portion of such Bond (\$5,000 or any integral multiple thereof) may be redeemed, in which case the Registrar shall, without charge to the Owner of such Bond, authenticate and issue a replacement Bond or 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 Underwriter and to each Owner of any 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 Owner of any Bond or to the Underwriter, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bonds.

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

- (1) CUSIP numbers of Bonds to be redeemed;
- (2) the redemption date;

- (3) the redemption price;
- (4) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed;
- 5) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and
- (6) the place where such 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 Bonds or portions of Bonds which are to be redeemed on that date.

Such notice shall be published by the Town Clerk in a newspaper customarily used by the Town for legal notices at least thirty days prior to the date on which the Bonds are to be refunded pursuant to Section 31-21-213, C.R.S.

Official notice of redemption having been given as aforesaid, the Bonds or portions of 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 Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such 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 Bond, there shall be prepared for the Owner a new Bond or Bonds of the same maturity and interest rate in the amount of the unpaid principal. All 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 depository holding the 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 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 Bonds called for redemption in the same manner as the original redemption notice was mailed.

**Section 8. Book-Entry System.** The Bonds shall be initially issued in the form of single, certificated, fully registered Bonds for each maturity. Upon initial issuance, the ownership of each such Bond shall be registered in the registration books kept by the Registrar in the name of Cede.

With respect to Bonds registered in the name of Cede or held by a Depository, the Town, the Registrar, and the Paying Agent shall have no responsibility or obligation to any Participant or Beneficial Owner including, without limitation, any responsibility or obligation with respect to: (i) the accuracy of the records of the Depository or any Participant concerning any ownership interest in the

Bonds; (ii) the delivery to any Participant, Beneficial Owner, or person other than the Owner, of any notice concerning the Bonds, including notice of redemption; (iii) the payment to any Participant, Beneficial Owner, or person other than the Owner, of the principal of and interest on or in connection with the Bonds. The Town, the Registrar, and the Paying Agent may treat the Owner of any Bond as the absolute owner of such Bond for the purpose of payment of the principal of, premium if any, and interest with respect to such Bond, for purposes of giving notices of redemption and other matters with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium if any, and interest on or in connection with the Bonds only to or upon the order of the Owners, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Town's obligations with respect to the payment of the same. No person, other than an Owner, shall receive a certificated Bond evidencing the obligations of the Town pursuant to this Ordinance.

DTC may determine to discontinue providing its service as Depository with respect to the Bonds at any time by giving notice to the Town and discharging its responsibilities with respect thereto under applicable law. Upon the termination of the services of DTC, a substitute Depository which is willing and able to undertake the system of book-entry transfers upon reasonable and customary terms may be engaged by the Town or, if the Board determines in its sole and absolute discretion that it is in the best interests of the Beneficial Owners or the Town that the Beneficial Owners be able to obtain certificated Bonds, the Bonds shall no longer be restricted to being registered in the name of Cede or other nominee of a Depository but shall be registered in whatever name or names the Beneficial Owners shall designate at that time, and fully registered Bond certificates shall be delivered to the Beneficial Owners.

**Section 9. Form and Execution of Bonds.** The Bonds shall be signed with the facsimile or manual signature of the Mayor of the Town, sealed with a facsimile or manual impression of the seal of the Town, and attested by the facsimile or manual signature of the Town Clerk. Should any officer whose facsimile or manual signature appears on the Bonds cease to be such officer before delivery of the Bonds to a purchaser, such facsimile or manual signature shall nevertheless be valid and sufficient for all purposes.

The Bonds may contain a legend regarding any Policy, in the form provided by the Bond Insurer.

The Bonds shall be in substantially the following form:

[Form of Bond]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the issuer 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.

No. R-\_\_\_\_\_

\$\_\_\_\_\_

**UNITED STATES OF AMERICA  
STATE OF COLORADO  
COUNTY OF WELD**

**TOWN OF HUDSON**

**SALES TAX REVENUE BOND, SERIES 2009**

**INTEREST RATE**

**MATURITY DATE**

**DATED DATE**

**CUSIP**

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

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 provided therefor, the principal amount specified above, on the maturity date specified above (unless called for earlier redemption), and to pay from said sources interest thereon on \_\_\_\_\_ 1 and \_\_\_\_\_ 1 of each year, commencing on \_\_\_\_\_ 1, 200\_, 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 “Bonds”) issued pursuant to an ordinance of the Board of Trustees of the Town adopted on March 18, 2009 (the “Bond Ordinance”). This bond bears interest, matures, is payable, is subject to redemption prior to maturity, and is transferable as provided in 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.

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.

The Bonds are subject optional redemption and mandatory sinking fund redemption as provided in the Bond Ordinance and Sale Certificate.

The Bonds are all of like date, tenor, and effect except as to number, principal amount, interest rate, and date of maturity and are issued by the Board of Trustees of the Town for the purpose of financing the Refunding Project under the authority of and in full conformity with the constitution and laws of the State of Colorado and Sections 29-2-111 and 29-2-112, C.R.S., and pursuant to the duly adopted Bond Ordinance. The Bonds are also issued pursuant to Title 11, Article 57, Part 2, C.R.S. (the "Supplemental Act"). Pursuant to Section 11-57-210 of the Supplemental Act, this recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value.

The principal of and interest on this bond are payable only from the Pledged Revenue and amounts in the Debt Service Fund, the Reserve Fund and the Supplemental Reserve Fund, all as more particularly set forth in the Bond Ordinance. This bond constitutes an irrevocable first lien (but not necessarily an exclusively first lien) on the Pledged Revenue and the Debt Service Fund, the Reserve Fund and the Supplemental Reserve Fund.

The Bonds do not constitute a debt or an indebtedness of the Town within the meaning of any applicable constitutional or statutory provision or limitation, shall not be considered or held to be a general obligation of the Town, and are payable from, and constitute a pledge of and an irrevocable lien (but not an exclusive lien) on the Pledged Revenue and the Debt Service Fund, the Reserve Fund and the Supplemental Reserve Fund as provided in the Bond Ordinance, subject to certain exceptions and exclusions as provided in the Bond Ordinance.

Reference is made to the Bond Ordinance for the provisions, among others, with respect to the custody and application of the proceeds of the Bonds, the receipt and disposition of the Pledged Revenue, the nature and extent of the security, the terms and conditions under which Parity Bonds payable from the Pledged Revenue may be issued, the rights, duties and obligations of the Town, the rights of the Owners of the Bonds, the events of default and remedies, the circumstances under which any 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.

It is further certified and recited that all the requirements of law have been fully complied with by the proper Town officers in the issuance of this bond.

This bond shall not be valid or obligatory for any purpose until the Registrar shall have manually signed the certificate of authentication herein.

[Remainder of this page left intentionally blank]

IN TESTIMONY WHEREOF, the Board of Trustees of the Town of Hudson, Colorado has caused this bond to be signed and executed in its name with a manual or facsimile signature of the Mayor of the Town, and to be signed, executed and attested with a manual or facsimile signature of the Town Clerk, with a manual or facsimile impression of the seal of the Town affixed hereto, all as of the date specified above.

(S E A L)

**TOWN OF HUDSON, COLORADO**

By: \_\_\_\_\_  
Mayor

ATTESTED:

By: \_\_\_\_\_  
Town Clerk

*[Form of Registrar's Certificate of Authentication for Bonds]*

**CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds of the issue described in the within mentioned Bond Ordinance.

Date of Registration and Authentication: **UMB BANK, N.A.**  
Denver, Colorado  
as Registrar

\_\_\_\_\_  
Authorized Signatory

*[Bond Insurer's Legend, if any]*



*[Form of Transfer for Bonds]*

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto

SOCIAL SECURITY OR FEDERAL EMPLOYER  
IDENTIFICATION NUMBER OF ASSIGNEE

\_\_\_\_\_

\_\_\_\_\_  
(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_,  
attorney, to transfer said Bond on the books kept for registration thereof with full power of substitution in  
the premises.

Dated: \_\_\_\_\_

Signature of Registered Owner:

\_\_\_\_\_  
NOTICE: The signature to this assignment must  
correspond with the name of the registered owner as it  
appears upon the face of the within Bond in every  
particular, without alteration or enlargement or any  
change whatever.

Signature guaranteed:

\_\_\_\_\_  
(Bank, Trust Company, or Firm)

*[end of form of Bond]*

**Section 10. Authentication.** No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until a certificate of authentication on such Bond substantially in the form herein set forth shall have been duly executed by the Registrar, and such executed certificate of the Registrar upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The Registrar's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer or signatory of the Registrar, but it shall not be necessary that the same officer or signatory sign the certificate of authentication on all of the Bonds issued hereunder.

**Section 11. Delivery of Bonds.** Upon the adoption of this Ordinance, the Town shall execute the Bonds and deliver them to the Registrar, and the Registrar shall authenticate the Bonds and deliver them to the purchasers thereof or to a Depository, as directed by the Town, and in accordance with the Bond Purchase Agreement.

**Section 12. Registration, Exchange, and Transfer of Bonds; Persons Treated as Owners.** The Registrar shall maintain the books of the Town for the registration of ownership of each Bond as provided in this Ordinance. Bonds may be exchanged at the principal office of the Registrar for a like aggregate principal amount of Bonds of the same maturity and interest rate of other Authorized Denominations. Bonds may be transferred upon the registration books upon delivery of the Bonds to the Registrar, accompanied by a written instrument or instruments of transfer in form and with guaranty of signature satisfactory to the Registrar, duly executed by the Owner of the Bonds to be transferred or his attorney-in-fact or legal representative, containing written instructions as to the details of the transfer of such Bonds, along with the social security number or federal employer identification number of such transferee. No transfer of any Bond shall be effective until entered on the registration books.

In all cases of the transfer of a Bond, the Registrar shall enter the transfer of ownership in the registration books and shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of Authorized Denominations of the same maturity and interest rate for the aggregate principal amount which the Owner is entitled to receive at the earliest practicable time. The Registrar may charge the owner of this Bond for every such transfer or exchange an amount sufficient to reimburse it for its reasonable fees and for any tax or other governmental charge required to be paid with respect to such transfer or exchange.

The Town and Registrar shall not be required to issue or transfer any Bonds: (a) during a period beginning at the close of business on the Record Date and ending at the opening of business on the first business day following the ensuing interest payment date, or (b) during the period beginning at the opening of business on a date forty-five (45) days prior to the date of any redemption of Bonds and ending at the opening of business on the first business day following the day on which the applicable notice of redemption is mailed. The Registrar shall not be required to transfer any Bonds selected or called for redemption, in whole or in part.

New Bonds delivered upon any transfer or exchange shall be valid obligations of the Town, evidencing the same obligation as the Bonds surrendered, shall be secured by this Ordinance, and shall be entitled to all of the security and benefits hereof to the same extent as the Bonds surrendered.

The Town, the Paying Agent, and the Registrar may deem and treat the Owner of any Bond as the absolute owner thereof for all purposes (whether or not such Bond shall be overdue), and any notice to the contrary shall not be binding upon the Town, the Paying Agent, or the Registrar.

**Section 13. Cancellation of Bonds.** Whenever any Bond shall be delivered to the Registrar for cancellation pursuant to this Ordinance and upon payment of the principal amount and interest represented thereby, or whenever any Bond shall be delivered to the Registrar for transfer or exchange pursuant to the provisions hereof, such Bond shall be cancelled by the Registrar and counterparts of a certificate of cancellation evidencing such cancellation shall be furnished by the Registrar to the Town.

**Section 14. Lost Bonds.** Any Bond that is lost, stolen, destroyed, or mutilated may be replaced by the Registrar in accordance with and subject to the limitations of applicable law. The applicant for any such replacement Bond shall post such security, pay such costs, and present such proof of ownership and loss as may be required by applicable law, or in the absence of specific requirements, as may be required by the Registrar.

**Section 15. Disposition and Investment of Proceeds; Tax Covenants.** The Bonds shall be issued and sold for the purposes aforesaid. Neither the Underwriter nor any subsequent Owners of the Bonds shall be responsible for the application or disposal by the Town or any of its officers of the funds derived from the sale thereof.

All or any portion of the Bond proceeds or amounts held to the credit of any fund or account created under this Ordinance may be temporarily invested or reinvested, pending such use, in securities or obligations which are lawful investments and which are Permitted Investments.

The Town covenants for the benefit of the Owners that it will not take any action or omit to take any action with respect to the Bonds, the proceeds of the Bonds, any other funds of the Town or the facilities financed or refinanced with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, (ii) would cause the interest on the Bonds to lose its exclusion from alternative minimum taxable income for federal income tax purposes under Section 55(b)(2) of the Tax Code, or (iii) would cause interest on the Bonds to lose the 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 Bonds until the date on which all obligations of the Town in fulfilling the above covenant under the Tax Code and State law have been met.

**Section 16. Creation of Fund and Accounts.** There are hereby created and established the following funds and accounts, which shall be maintained by the Town in accordance with the provisions of this Ordinance:

- (a) the Project Fund;
- (b) the Street Improvement Sales Tax Capital Improvement Fund;
- (c) the Debt Service Fund;
- (d) the Reserve Fund; and
- (e) the Supplemental Reserve Fund.

**Section 17. Initial Credits.** Immediately upon issuance of the Bonds and from the proceeds thereof, and after payment of the Underwriter's discount and the other costs of issuing the Bonds, the Town shall make the following credits:

(a) to the Debt Service Fund, such amount as may be set aside as capitalized interest, if any, as determined by the Sale Certificate;

(b) to the Reserve Fund, the amount of the Required Reserve, if any, as determined by the Sale Certificate; and

(c) to the Project Fund, the remaining proceeds of the Bonds.

Immediately upon issuance of the Bonds, the Town shall credit to the Supplemental Reserve Fund, from legally available moneys of the Town, the Required Supplemental Reserve, if any, if so determined by the Sale Certificate.

**Section 18. Project Fund.** All moneys credited to the Project Fund shall be applied solely to the payment of the Project Costs. Upon the determination of the Board that all Project Costs have been paid or are determinable, any balance remaining in the Project Fund (less any amounts necessary to pay Project Costs not then due and owing) shall be credited to the Debt Service Fund.

Moneys credited to the Project Fund may be invested or deposited in securities or obligations which are lawful investments and which are Permitted Investments. The investment of moneys credited to the Project Fund shall, however, be subject to the covenants and provisions of the Section hereof entitled "Disposition and Investment of Proceeds; Tax Covenants". Except to the extent otherwise required by such Section, interest income from the investment or reinvestment of moneys credited to the Project Fund shall remain in and become part of the Project Fund.

**Section 19. Street Improvement Sales Tax Capital Improvement Fund.** After the issuance of the Bonds, the Town shall credit to the Street Improvement Sales Tax Capital Improvement Fund all Pledged Revenue immediately upon receipt. The Town shall apply the Pledged Revenue in the following order of priority:

FIRST: To the credit of the Debt Service Fund, the amounts required by the Section hereof entitled "Debt Service Fund". Such payments shall be made concurrently with credits required to be made to any similar account established for the payment of any series of Parity Bonds;

SECOND: To the credit of the Reserve Fund, or to the payment of any amounts due in connection with any Reserve Fund Guaranty, or for both such purposes, the amounts required by the Section hereof entitled "Reserve Fund". Such payments shall be made concurrently with credits required to be made to any similar fund or similar guaranty established for the payment of any series of Parity Bonds;

THIRD: To the credit of the Supplemental Reserve Fund, the amounts required by the Section hereof entitled "Supplemental Reserve Fund". Such payments shall be made concurrently with credits required to be made to any similar fund or similar guaranty established for the payment of any series of Parity Bonds;

FOURTH: To the credit of any other fund or account hereafter established for the payment of the principal of, premium if any, and interest on Subordinate Bonds, including any sinking fund, reserve fund, or similar fund or account established therefor, the amounts required by the ordinance or other enactment authorizing issuance of the Subordinate Bonds; and

FIFTH: To the credit of any other fund or account as may be designated by the Town, to be used for any lawful purpose, any moneys remaining in the Street Improvement Sales Tax Capital Improvement Fund after the payments and accumulations set forth in FIRST through FOURTH hereof.

**Section 20. Debt Service Fund.** Moneys in the Debt Service Fund shall be used solely for the purpose of paying the principal of, premium if any, and interest on the Bonds. Upon delivery of the Bonds, the Town shall credit to the Debt Service Fund the amount required by the Section hereof entitled “Initial Credits”.

There shall be credited to the Debt Service Fund monthly, and concurrently with amounts required to be credited to any other fund or account for payment of any Parity Bonds, commencing on the first day of the first month following the date of delivery of the Bonds, an amount in equal monthly installments necessary, together with any other moneys from time to time available therefor from whatever source, to pay the next maturing installment of interest on the Bonds then outstanding.

There shall be credited to the Debt Service Fund monthly, and concurrently with amounts required to be credited to any other fund or account for payment of Parity Bonds, commencing on the later of the first day of the first month following the date of delivery of the Bonds, or twelve months in advance of the first principal payment date, an amount in equal monthly installments necessary, together with any other moneys from time to time available therefor from whatever source, to pay the next installment of principal of the Bonds coming due at maturity or upon mandatory sinking fund redemption, if any.

If prior to any interest payment date or principal payment date there has been accumulated in the Debt Service Fund the entire amount necessary to pay the next maturing installment of interest or principal, or both, the payments required by this Section may be appropriately reduced; but the required monthly amounts again shall be so credited to the Debt Service Fund commencing on such interest payment date or principal payment date.

There shall also be credited to the Debt Service Fund, the amounts required to be transferred thereto as set forth in the Sections hereof entitled “Reserve Fund” and “Supplemental Reserve Fund”.

Moneys credited to the Debt Service Fund may be invested or deposited in securities or obligations which are lawful investments and which are Permitted Investments. The investment of moneys credited to the Debt Service Fund shall, however, be subject to the covenants and provisions of the Section hereof entitled “Disposition and Investment of Proceeds; Tax Covenants”. Except to the extent otherwise required by such Section, all interest income from the investment or reinvestment of moneys credited to any account of the Debt Service Fund shall remain in and become part of such account.

**Section 21. Reserve Fund.** The Reserve Fund shall be funded to the extent provided in the Sale Certificate, and if so funded, the provisions of this Section shall apply.

Except as provided hereafter with respect to any Reserve Fund Guaranty, 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 Bonds, and the Reserve Fund is hereby pledged to the payment of the Bonds. In the event the amounts credited to the Debt Service Fund are insufficient to pay the principal of, premium if any, or interest on the Bonds when due, the Town shall transfer from the Reserve Fund to the

appropriate account or accounts of the Debt Service 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 Required Reserve until such time as the amount credited thereto, when combined with moneys in the Debt Service Fund and the Supplemental Reserve Fund, will be sufficient to pay the principal of, premium if any, and interest on all of the Bonds, at which time such moneys may be applied for such purpose. If at any time the amount of the Reserve Fund is less than the Required Reserve, then the Town shall deposit to the Reserve Fund from the Pledged Revenue and shall pay to the issuer of any Reserve Fund Guaranty, amounts sufficient to bring the amount credited to the Reserve Fund to the Required Reserve. Such deposits and payments shall be made as soon as possible after such use, but in accordance with and subject to the limitations of the Section hereof entitled "Street Improvement Sales Tax Capital Improvement 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 Town, which value shall be determined at least annually.

In lieu of all or any portion of the moneys required to be credited to the Reserve Fund hereunder, the Town may at any time or from time to time deposit or pledge to the Reserve Fund any Reserve Fund Guaranty or Guaranties in or to the Reserve Fund, in full or partial satisfaction of the Required Reserve. From and after the issuance of any Reserve Fund Guaranty: (i) the amounts available under any Reserve Fund Guaranty shall be used (in addition to the amount of any cash or the original cost of investments credited thereto) in calculating the amount available in the Reserve Fund; (ii) the Town may transfer moneys from the Reserve Fund to any other fund or account of the Town to be used for any lawful purpose of the Town, so long as the Required Reserve is maintained; and (iii) moneys credited to the Reserve Fund pursuant to the Section hereof entitled "Street Improvement Sales Tax Capital Improvement Fund" may be used for the purpose of paying amounts due in connection with such Reserve Fund Guaranty, as determined by the Town.

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 "Disposition and Investment of Proceeds; Tax Covenants". Except to the extent otherwise required by such Section, so long as the amount of the Reserve Fund is equal to the Required Reserve, all interest income from the investment or reinvestment of moneys credited to the Reserve Fund shall be credited to the Debt Service Fund, as may be determined by the Town; provided that if the amount of the Reserve Fund is less than the Required Reserve, then such interest income shall be credited to the Reserve Fund. The amount credited to the Reserve Fund shall never exceed the amount of the Required Reserve.

**Section 22. Supplemental Reserve Fund.** The Supplemental Reserve Fund shall be funded to the extent provided in the Sale Certificate, and if so funded, the provisions of this Section shall apply.

Moneys in the Supplemental 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 Bonds, and the Supplemental Reserve Fund is hereby pledged to the payment of the Bonds. In the event the amounts credited to the Debt Service Fund and Reserve Fund are insufficient to pay the principal of, premium if any, or interest on the Bonds when due, the Town shall transfer from the Supplemental Reserve Fund to the appropriate account or accounts of the Debt Service Fund an amount which, when combined with moneys in the account or accounts, will be sufficient to make such payments when due.

The Supplemental Reserve Fund shall be maintained in the amount of the Required Supplemental Reserve until such time as the amount credited thereto, when combined with moneys in the

Debt Service Fund and the Reserve Fund, will be sufficient to pay the principal of, premium if any, and interest on all of the Bonds, at which time such moneys may be applied for such purpose. If at any time the amount of the Supplemental Reserve Fund is less than the Required Supplemental Reserve, then the Town shall deposit to the Supplemental Reserve Fund from the Pledged Revenue, amounts sufficient to bring the amount credited to the Supplemental Reserve Fund to the Required Supplemental Reserve. Such deposits and payments shall be made as soon as possible after such use, but in accordance with and subject to the limitations of the Section hereof entitled "Street Improvement Sales Tax Capital Improvement Fund". For purposes of this Section, investments credited to the Supplemental Reserve Fund shall be valued on the basis of their current market value, as reasonably determined by the Town, which value shall be determined at least annually.

Moneys credited to the Supplemental Reserve Fund may be invested or deposited in securities or obligations which are Permitted Investments. The investment of moneys credited to the Supplemental Reserve Fund shall, however, be subject to the covenants and provisions of the Section hereof entitled "Disposition and Investment of Proceeds; Tax Covenants". Except to the extent otherwise required by such Section, so long as the amount of the Supplemental Reserve Fund is equal to the Required Supplemental Reserve, all interest income from the investment or reinvestment of moneys credited to the Supplemental Reserve Fund shall be credited to the Debt Service Fund, as may be determined by the Town; provided that if the amount of the Supplemental Reserve Fund is less than the Required Supplemental Reserve, then such interest income shall be credited to the Supplemental Reserve Fund. The amount credited to the Supplemental Reserve Fund shall never exceed the amount of the Required Supplemental Reserve.

**Section 23. Additional Covenants and Agreements.** The Town hereby further irrevocably covenants and agrees with each and every Owner that so long as any of the Bonds remain outstanding:

(a) The Town will not amend or repeal the Sales Tax Ordinance in any way that would adversely affect the amount of Pledged Revenue which would otherwise be collected. However, nothing herein shall prevent the Town from amending the Sales Tax Ordinance in order to make changes in the administration, collection, or enforcement of such sales taxes, provided that such changes would not materially adversely affect the Owners.

(b) The Town will administer, enforce, and collect, or cause to be administered, enforced, and collected, the sales tax authorized by the Sales Tax Ordinance, and shall take such necessary action to collect delinquent payments as shall be authorized by the Sales Tax Ordinance and in accordance with law.

(c) The Town will keep such books and records showing the proceeds of the Town sales taxes, in which complete entries shall be made in accordance with standard principles of accounting, and any Owner shall have the right at all reasonable times to inspect the records and accounts relating to the collection and receipt of such sales taxes.

(d) At least once a year in the time and manner provided by law, the Town will cause an audit to be performed of the records relating to the revenues derived from the Street Improvement Sales Tax, and the expenditures of the same. Such audit may be made part of and included within the general audit of the Town, and made at the same time as the general audit. In addition, at least once a year in the time and manner provided by law, the Town will cause a budget to be prepared and adopted. Copies of the budget and the audit will be filed and recorded in the places, time, and manner provided by law.

(e) The Town covenants for the benefit of the Owners from time to time that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate which will be executed by Town officers in connection with the delivery of the Bonds. Any Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Town to comply with its obligation under this subsection; provided that the Town shall incur no pecuniary liability for failure to comply with this subsection.

**Section 24. Additional Bonds.**

(a) No bonds, notes, interim securities, or other obligations shall be issued payable from the Pledged Revenue and having a lien thereon which is superior to the lien of the Bonds.

(b) The Town may issue Parity Bonds only if the following conditions are met:

(i) as of the date of issuance of the Parity Bonds, the Town is in substantial compliance with all of the covenants of this Ordinance;

(ii) as of the date of issuance of the Parity Bonds, the Town is current in the accumulation of all amounts required to be then accumulated in the Debt Service Fund, the Reserve Fund and the Supplemental Reserve Fund; and

(iii) the Pledged Revenue for any consecutive 12 month period in the last consecutive 18 month period immediately preceding the date of issuance of such Parity Bonds is sufficient to pay an amount representing not less than 150% of the Combined Maximum Annual Principal and Interest Requirements for the Bonds, any outstanding Parity Bonds, and the Parity Bonds proposed to be issued. For purposes of such test, the amount deemed to be Pledged Revenue may be increased if there has been lawfully pledged to the payment of the Bonds, any outstanding Parity Bonds, and the Parity Bonds proposed to be issued, additional revenues during or since such 18 month period, by adding to the actual revenues for the applicable 12 month period, an estimated sum equal to 100% of the estimated additional revenues which would have been realized during such 12 month period, had such additional revenues been available during all of such 12 month period.

(c) A written certificate by the Mayor or the Town Administrator that the conditions set forth in this Section have been met shall conclusively determine the right of the Town to authorize, issue, sell, and deliver Parity Bonds in accordance herewith.

(d) So long as no Event of Default shall have occurred and be continuing, nothing herein shall prevent the Town from issuing Subordinate Bonds.

(e) Nothing herein shall restrict or prevent the Town from issuing obligations payable from sources other than the Pledged Revenue.

**Section 25. Defeasance.** If, when the Bonds shall be paid in accordance with their terms (or payment of the 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 Bond shall prior to the maturity or redemption date thereof be deemed to have been provided for within the meaning and with the effect expressed in this Section if (a) in case said Bond is to be redeemed on any date prior to its maturity, 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 hereof entitled "Redemption", notice of redemption of such Bond on said redemption date, such notice to be given in accordance with the provisions of Section hereof entitled "Redemption", (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 Federal Securities 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 and interest due and to become due on said Bond on and prior to the redemption date or maturity date thereof, as the case may be, and (c) in the event said 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 6 hereof, a notice to the Owner of such Bond that the deposit required by (b) above has been made with the Paying Agent or other a commercial bank exercising trust powers and that payment of said Bond has been provided for in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal of and interest of said 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 Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on said Bond; provided any cash received from such principal or interest payments on such Federal Securities deposited with the Paying Agent or other commercial bank exercising trust power, 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 and interest to become due on said Bond on or prior to such redemption date or maturity date thereof, as the case may be. At such time as payment of a Bond has been provided for as aforesaid, such 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 Bonds then Outstanding, this Ordinance may be discharged in accordance with the provisions of this Section but the liability of the Town in respect of the Bonds shall continue; provided that the Owners thereof shall thereafter be entitled to payment only out of the moneys or Federal Securities deposited with the Paying Agent or other commercial bank exercising trust powers as provided in this Section.

In the event that the principal of and/or interest due on the Bonds shall be paid by the Bond Insurer pursuant to a Policy, such Bonds shall remain outstanding for all purposes, shall not be deemed to be defeased or otherwise satisfied, and shall not be considered paid by the Town.

**Section 26. Events of Default.** The occurrence or existence of any one or more of the following events shall be an Event of Default hereunder:

- (a) payment of the principal of or redemption premium on any Bond is not made by the Town when due;
- (b) payment of the interest on any Bond is not made by the Town when due;

(c) the Town defaults in the performance of any other of its covenants in this Ordinance, and such default continues for thirty (30) days after written notice specifying such default and requiring the same to be remedied is given to the Town by the Owners of twenty-five percent (25%) in aggregate principal amount of the Bonds then outstanding; provided that, so long as it is not in default of its obligations under the Policy, any Bond Insurer shall be deemed an Owner of the Bonds for purposes of this Section; or

(d) the Town files a petition under the federal bankruptcy laws or other applicable bankruptcy laws seeking to adjust the obligations represented by the Bonds.

**Section 27. Remedies For Events of Default.** Upon the occurrence and continuance of an Event of Default, the Owner of any Bond, or a trustee therefor, may protect and enforce the rights of any Owner by proper legal or equitable remedy deemed most effectual including mandamus, specific performance of any covenants, injunctive relief, or requiring the Board to act as if it were the trustee of an express trust, or any combination of such remedies; provided however, that so long as the Bond Insurer, if any, is not in default of its obligations under the Policy, it shall have the right to control all remedies upon an Event of Default. All proceedings shall be maintained for the equal benefit and protection 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, and the exercise of any right by any Owner shall not be deemed a waiver of any other right.

**Section 28. Permitted Amendments to Bond Ordinance.** The Town may, without the consent of or notice to the Owners (but so long as it is not in default of its obligations under the Policy, only after prior written notice to the Bond Insurer, if any), adopt amendments or supplements to this Ordinance, which amendments or supplements shall thereafter form a part hereof, for any one or more of the following purposes:

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

(b) to subject to this Ordinance or pledge to the payment of the Bonds additional revenues, properties, or collateral; and

(c) to grant or confer upon the Owners any additional rights, remedies, powers, or authority that may be lawfully granted to or conferred upon the Owners.

**Section 29. Amendments Requiring Consent of Owners.** Except for amendatory or supplemental ordinances adopted pursuant to the Section hereof entitled "Permitted Amendments to Bond Ordinance", the Owners of not less than two-thirds (2/3) in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, to consent to and approve the adoption by the Town of such ordinances amendatory or supplemental hereto as shall be deemed necessary or desirable by the Town for the purpose of modifying, altering, amending, adding to, or rescinding, in any particular, any of the terms or provisions contained in this Ordinance; provided however, that without the consent of the Owners of all the Bonds affected thereby, nothing herein contained shall permit, or be construed as permitting:

(a) a change in the terms of the maturity of any Bond, in the principal amount of any Bond or the rate of interest thereon, or in the terms of prior redemption of any Bond;

- (b) an impairment of the right of the Owners to institute suit for the enforcement of any payment of the principal of, premium if any, or interest on the Bonds when due;
- (c) the creation of a lien upon the Pledged Revenue ranking prior to the lien of the Bonds;
- (d) a privilege or priority of any Bond or any premium or interest payment over any other Bond or premium or interest payment; or
- (e) a reduction in the percentage in principal amount of the Bonds the consent of whose Owners is required for any such amendatory or supplemental ordinance.

If at any time the Town shall desire to adopt an amendatory or supplemental ordinance for any of the purposes of this Section, the Town shall cause notice of the proposed adoption of such amendatory or supplemental ordinance to be given by mailing such notice by certified or registered first-class mail to the Underwriter, any Bond Insurer, and to each Owner of a Bond to the address shown on the registration books of the Registrar, at least thirty (30) days prior to the proposed date of adoption of any such amendatory or supplemental ordinance. Such notice shall briefly set forth the nature of the proposed amendatory or supplemental ordinance and shall state that copies thereof are on file at the offices of the Town or some other suitable location for inspection by all Owners. If, within sixty (60) days or such longer period as shall be prescribed by the Town following the giving of such notice, the Owners of not less than the required percentage in aggregate principal amount of the Bonds then outstanding at the time of the execution of any such amendatory or supplemental ordinance shall have consented to and approved the execution thereof as herein provided, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the adoption and effectiveness thereof, or to enjoin or restrain the Town from adopting the same or from taking any action pursuant to the provisions thereof.

For purposes of this Section, so long as the Bond Insurer, if any, is not in default of its obligations under the Policy, the Bond Insurer shall be deemed to be an Owner of the Bonds insured by the Policy, and no amendatory or supplemental ordinance may be adopted under this Section without its consent.

**Section 30. Effect of Amendment.** Upon the execution of any amendatory or supplemental ordinance pursuant to this Ordinance, this Ordinance shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties, and obligations under this Ordinance of the Town, the Registrar, the Paying Agent, and all Owners of Bonds then outstanding shall thereafter be determined, exercised, and enforced hereunder, subject in all respects to such modifications and amendments.

**Section 31. Notice to the Bond Insurer.** At the time that the Town, the Registrar, or the Paying Agent is required to give any notice hereunder to the Owners (other than a notice of redemption), like notice shall be given to the Bond Insurer, if any.

**Section 32. Subrogation.** Notwithstanding any other provision of this Ordinance, in the event that the principal and redemption price, if applicable, and interest due on the Bonds shall be paid by a Bond Insurer pursuant to a Policy, all covenants, agreements, and other obligations of the Town to the Owners shall continue to exist and the Bond Insurer shall be subrogated to the rights of such Owners.

**Section 33. Removal or Resignation of Registrar or Paying Agent; Successors.** The Paying Agent and Registrar may resign, or be removed by the Town at any time with or without

cause; provided however, that so long as the Bond Insurer, if any, is not in default of its obligations under the Policy, the Town shall not remove the Paying Agent or Registrar without the consent of the Bond Insurer. In the event of the removal or resignation of the Registrar or Paying Agent, the Town shall appoint a successor as soon thereafter as may be practicable, and in such event, shall give written notice thereof to each Owner by mailing to the addresses shown on the registration books for the Bonds. Any successor Paying Agent shall:

- (a) be a trust company or bank in good standing located in or incorporated under the laws of the State of Colorado;
- (b) be duly authorized to exercise trust powers;
- (c) be subject to examination by a federal or state authority; and
- (d) maintain a reported capital and surplus of not less than ten million dollars (\$10,000,000).

**Section 34. Authorization of Policy.** To the extent a Policy is issued in connection with the Bonds, as determined pursuant to the Delegated Authority, the officers of the Town are hereby authorized and directed to take all actions necessary to cause the Bond Insurer to issue the Policy, including without limitation, payment of the premium due in connection therewith and the execution of any agreements or covenants necessary for the issuance of the Policy.

**Section 35. Authorization to Execute Documents.** The Mayor and Town Clerk shall, and they are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Ordinance, including, but not limited to, the execution of the Registrar and Paying Agent Agreement, the Letter of Representations, and the Continuing Disclosure Certificate in substantially the forms presented to this meeting of the Board, and such certificates and affidavits as may be reasonably required by the Underwriter. In the event of the issuance of a Policy, the Mayor and Town Clerk are authorized to add to the Registrar and Paying Agent Agreement such representations, covenants, warranties, and operative provisions as may be required in connection with the issuance of such Policy. The execution by the Mayor of the Town of any document authorized herein shall be conclusive proof of the approval by the Town of the terms thereof.

**Section 36. Costs and Expenses.** All costs and expenses incurred in connection with the issuance and payment of the Bonds, including without limitation all expenses related to the issuance of any Policy, shall be paid either from the proceeds of the Bonds or from legally available moneys of the Town, or from a combination thereof, and such moneys are hereby appropriated for that purpose.

**Section 37. Bond Purchase Agreement.** Any Authorized Officer is hereby authorized to execute the Bond Purchase Agreement on behalf of the Town, subject to the restrictions set forth in the Section hereof entitled “Delegated Authority and Parameters”. It is hereby determined that a sale of the Bonds to the Underwriter in a negotiated sale is to the best advantage of the Town.

**Section 38. Official Statement.** The Preliminary Official Statement is hereby authorized and approved. The Board hereby authorizes the preparation and distribution of a final Official Statement in conjunction with an offer of the Bonds to the public. The Official Statement shall contain such corrections and additional or updated information so that it will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. The Mayor of the Town is

hereby authorized to execute copies of the Preliminary Official Statement and the Official Statement on behalf of the Town.

**Section 39. Pledge of Revenues.** The creation, perfection, enforcement, and priority of the pledge of revenues to secure or pay the Bonds shall be governed by §11-57-208 of the Supplemental Act and this Ordinance. The Pledged Revenue shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge on the Pledged Revenue shall be on a parity with all other Parity Bonds, and shall have priority over any and all other obligations and liabilities of the Town. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the Town irrespective of whether such persons have notice of such liens.

**Section 40. No Recourse against Officers and Agents.** Pursuant to §11-57-209 of the Supplemental Act, if a member of the Board, or any officer or agent of the Town acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal, interest or prior redemption premiums on the Bonds. Such recourse shall not be available either directly or indirectly through the Board 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 Bonds and as a part of the consideration of their sale or purchase, any person purchasing or selling such Bond specifically waives any such recourse.

**Section 41. Conclusive Recital.** Pursuant to §11-57-210 of the Supplemental Act, the Bonds may contain a recital that they are issued pursuant to certain provisions of the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value.

**Section 42. Limitation of Actions.** Pursuant to §11-57-212, C.R.S., no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the authorization or issuance of the Bonds shall be commenced more than thirty days after the authorization of the Bonds.

**Section 43. Holidays.** If the date for making any payment or performing any action hereunder shall be a legal holiday or a day on which the principal office of the Paying Agent or Registrar is authorized or required by law to remain closed, such payment may be made or act performed on the next succeeding day which is not a legal holiday or a day on which the principal office of the Paying Agent or Registrar is authorized or required by law to remain closed.

**Section 44. Ratification and Approval of Prior Actions.** All actions heretofore taken by the officers of the Town and the members of the Board, not inconsistent with the provisions of this Ordinance, relating to the authorization, sale, issuance, and delivery of the Bonds, are hereby ratified, approved, and confirmed.

**Section 45. Ordinance Irrepealable.** After any of the Bonds have been issued, this Ordinance shall constitute a contract between the Owners and the Town, and shall be and remain irrepealable until the Bonds and the interest accruing thereon shall have been fully paid, satisfied, and discharged, as herein provided.

**Section 46. Severability.** If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

**Section 47. Recording and Authentication.** Upon adoption hereof, this Ordinance shall be recorded in a book kept for that purpose and shall be authenticated by the signatures of the Mayor and the Town Clerk.

**Section 48. Emergency Declaration and Effective Date.** It is hereby found and determined by the Board of Trustees that: (i) the construction and acquisition of the Project is necessary in the public interest in order to properly and safely serve the Town and its residents; (ii) the long-term financing of the Project by the issuance of the Bonds is necessary in order to reduce the costs of the Project. As a result of the foregoing, the Board of Trustees hereby declares that an emergency exists, and that this Ordinance is necessary to the immediate preservation of the public health and safety, all in accordance with §31-16-105, C.R.S.

**Section 49. Effective Date.** This Ordinance shall take effect upon adoption by the affirmative vote of three-fourths (3/4) of the members of the Board of Trustees pursuant to §31-16-105, C.R.S.

**PASSED AND ADOPTED AS AN EMERGENCY ORDINANCE** on this 18<sup>th</sup> day of March, 2009.

( S E A L )

**TOWN OF HUDSON, COLORADO**

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Neal Pontius, Mayor

ATTESTED:

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Judy McGill, Deputy Town Clerk



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

(SEAL)

\_\_\_\_\_  
Deputy Town Clerk



EXHIBIT A

(Attach Notice of Meeting)

**EXHIBIT B**

(Affidavit of Publication)