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ORDINANCE NO. 91

AN ORDINANCE APPROVING THE ACQUISITION OF ADDITIONAL PARK LAND BY THE TOWN OF HILLROSE, COLORADO, AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE-PURCHASE AGREEMENT BETWEEN THE TOWN AND PLAN DE SALUD DEL VALLE, INC., FOR THE PURPOSE OF FINANCING THE ACQUISITION OF PART OF SUCH PARK LAND, AND RATIFYING ACTIONS PREVIOUSLY TAKEN CONCERNING THIS MATTER.

WHEREAS, the Town of Hillrose, Colorado (the Town), in the County of Morgan and State of Colorado, is a municipal corporation duly organized and existing as a statutory town under the laws of the State of Colorado; and

WHEREAS, the Board of Trustees of the Town (the Board) has determined and hereby determines that the present and future needs of the Town require the acquisition of additional park land adjacent to the existing park at Clifford and Rose Streets; and

WHEREAS, in the judgment of the Board, the financing of the purchase of a part of such new park lands requires the Town's entering into a lease-purchase agreement; and

WHEREAS, the Board has determined and hereby determines that it is in the best interest of the Town and the public interest that the Town and Plan de Salud del Vallee, Inc. (the Clinic) enter into a lease-purchase agreement to provide for the acquisition of a portion of new park lands and for the leasing of such lands to the Town by the Clinic, the terms of which will provide that the Town's obligation to pay rent under the lease shall be annually renewable from fiscal year to fiscal year only by the Town and shall be subject to the annual appropriation of sufficient monies by the Board to pay such rentals; and

WHEREAS, the Town will have no obligation to make any payments under the lease-purchase agreement beyond those appropriated for the Town's then current fiscal year, and the Board therefore finds and determines that the requirements and limitations of Section 20 of Article X, and Section 6 of Article XI of the Colorado Constitution are satisfied; and

WHEREAS, the Clinic desires to lease certain land for park purposes to the Town and the Town desires to lease certain park lands from the Clinic pursuant to the terms and conditions and for the purpose set forth in the lease-purchase agreement.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF HILLROSE, COLORADO:

Section 1. All actions previously taken not inconsistent with the provisions of this ordinance, by the Board and the officers and agents of the Town, directed toward the acquisition of additional park land and towards the

Town's entering into a lease-purchase agreement for financing the acquisition of a part thereof, are hereby ratified, approved and confirmed.

Section 2. Pursuant to the authority provided for in C.R.S. §§31-25-301 and -302, the Board hereby authorizes the acquisition of the following lands for park purposes:

a) The SEAMAN tract: An exchange of lands of equal value between the Town and Emmett Seaman and Lorraine K. Seaman pursuant to a Contract to Exchange Real Estate dated March 11, 2003, approved by the Board by Resolution 4-2003 on April 7, 2003, with the tracts to be exchanged by deed each valued at \$1,380.00, with the Town to receive as a result of the exchange the real estate generally described as follows, located adjacent to existing park land on Clifford and Rose Streets, Hillrose, Colorado:

All that portion of Lot 9, Beaver Creek Addition to the Town of Hillrose, lying South of the existing centerline of the Emerson Hillrose Ditch, as described in book 515, at page 473, County of Morgan, State of Colorado, containing 0.35 acres, more or less.

b) The GARDETTO tract: A parcel of land from Lorene M. Gardetto, for the price of \$2,957.00 cash, pursuant to a Contract to Buy and Sell Real Estate dated April 11, 2003, the legal description of which is generally described as follows, located adjacent to existing park land on Clifford and Rose Streets, Hillrose, Colorado:

A portion of Lot 11, and Lot 8, Beaver Creek Addition to the Town of Hillrose, Morgan County, Colorado, containing 0.75 acres, more or less.

c) The CLINIC tract: A tract of land from PLAN DE SALUD DEL VALLE, INC., a Colorado non-profit corporation (the Clinic), for the sum of \$11,470.00, pursuant to a lease-purchase agreement between the Town and the Clinic, the legal description of which generally described as follows, and located adjacent to the existing park on Clifford and Rose Streets:

A part of Lot 5, Beaver Creek Addition to the Town of Hillrose, County of Morgan, State of Colorado, containing 2.13 acres, more or less.

Section 3. For the purpose of meeting the additional park land needs of the Town by providing a means to finance the acquisition of the tract from the Clinic, the Town shall enter into a lease-purchase agreement with the Clinic pursuant to the authority of C.R.S. §31-15-801.

Section 4. The form of the Lease-Purchase Agreement to be dated as of January 1, 2004 (the Lease), between the Town and the Clinic, is hereby approved. The Mayor and Clerk are hereby authorized and directed to execute

the Lease and to affix the seal of the Town thereto, and further to execute and attach the seal of the Town on such other documents, instruments or certificates as are deemed necessary or desirable by Council in order to complete this transaction. Such documents are to be executed in substantially the form approved above, 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. The execution of any instrument by the appropriate officer of the Town herein authorized shall be conclusive evidence of the approval by the Town of such instrument in accordance with the terms thereof. Copies of all the documents shall be delivered, filed and recorded as provided.

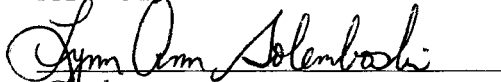
Section 5. The Clerk of the Town is hereby authorized and directed to prepare and furnish to the Clinic a certified copy of all proceedings and records of the Town relating to this matter, and such other documents as may be required to show the facts relating to the authorization and issuance thereof, as such facts appear from the books and records in such officer's custody and control.

Section 6. At such time as the original term of the Lease authorized herein commences pursuant to the terms thereof, this ordinance shall constitute a contract between the Town and the Clinic and shall be and remain irrevocable during the original or any renewal term during which the Lease shall be effective. When the Lease terminates pursuant to the terms thereof, all obligations of the Town under the Lease and under this ordinance shall be discharged.

Section 7. If any section, paragraph, clause or provision of this ordinance shall be held to be invalid or unenforceable, the invalidity of unenforceability of such section, paragraph, clause or provision shall in no matter effect any other provision of this ordinance and such invalid or unenforceable part shall be severable therefrom.

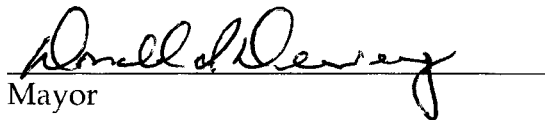
PASSED, ADOPTED and APPROVED, and ordered published by title only, by the Board of Trustees of the Town of Hillrose at a regular meeting of the Board on December 8, 2003.

ATTEST:



Clerk  
(SEAL)



  
Mayor