



CITY COUNCIL AGENDA

NOTICE TO READERS: City Council meeting packets are prepared several days prior to the meetings. Timely action and short discussion on agenda items is reflective of Council's prior review of each issue with time, thought and analysis given.

Members of the audience are invited to speak at the Council meeting. Citizen Communication (item 7) and Citizen Presentations (item 12) are reserved for comments on items not contained on the printed agenda.

1. Pledge of Allegiance
2. Roll Call
3. Consideration of Minutes of Preceding Meetings
4. Report of City Officials
 - A. City Manager's Report
5. City Council Comments
6. Presentations
 - A. Center for ReSource Conservation Water Conservation ReWard
 - B. 2006 Water Resources Engineering Excellence Award
7. Citizen Communication (5 minutes or less)

The "Consent Agenda" is a group of routine matters to be acted on with a single motion and vote. The Mayor will ask if any Council member wishes to remove an item for separate discussion. Items removed from the consent agenda will be considered immediately following adoption of the amended Consent Agenda.

8. Consent Agenda
 - A. Designation of Official Places to Post Public Notices
 - B. Purchase of Light Duty Trucks
 - C. Purchase of PVC Water Pipe
 - D. 144th Avenue and I-25 Interchange Project – Street Light Costs
 - E. Second Reading CB No. 12 re Carryover Transfer to WEDA for Construction Expense
9. Appointments and Resignations
 - A. Resolution No. 15 re Appointments and Reappointments to Boards and Commissions
10. Public Hearings and Other New Business
 - A. Public Hearing re CLUP Amendment and Fifth Amended Park Centre PDP within the Park Centre PUD
 - B. Councillor's Bill No. 13 re CLUP Amendment re Park Centre Filing No. 1
 - C. Fifth Amended Preliminary Development Plan within the Park Centre Planned Unit Development
 - D. Councillor's Bill No. 14 re Parks, Recreation and Libraries Advisory Board
 - E. Councillor's Bill No. 15 re Octagon Systems Corporation Business Assistance Package
 - F. Resolution No. 16 re Revisions to Council Rules and Regulations
 - G. Resolution No. 17 re Community Enhancement Master Plan
 - H. Resolution No. 18 re Staffing for Adequate Fire and Emergency Response Grant Award
 - I. Resolution No. 19 re Sheridan Blvd Annexation – Right-of-Way between Turnpike Drive and Railroad Tracks
 - J. Resolution No. 20 re Category B-1 Service Commitments to West 101st Court Project
 - K. Resolution No. 21 re Category B-4 Service Commitments to Village on the Promenade Phase II Development
 - L. Resolution No. 22 re Grant Agreement with Great Outdoors Colorado for the Metzger Farm Acquisition
 - M. Councillor's Bill No. 16 re Annually Renewable Open Space Lease Purchase Agreement
 - N. Issuance of Certificates of Participation for the Metzger Farm Open Space Acquisition
 - O. Execution and Delivery of Certificates of Participation by the Foundation of the Indenture
 - P. Ratify the Preliminary Official Statement and Prepare the Final Official Statement for Distribution
 - Q. Delegate Authority for Execution of Certificate of Participation Closing Documents
11. Old Business and Passage of Ordinances on Second Reading
12. Citizen Presentations (longer than 5 minutes) and Miscellaneous Business
 - A. City Council
13. Adjournment

GENERAL PUBLIC HEARING PROCEDURES ON LAND USE MATTERS

- A.** The meeting shall be chaired by the Mayor or designated alternate. The hearing shall be conducted to provide for a reasonable opportunity for all interested parties to express themselves, as long as the testimony or evidence being given is reasonably related to the purpose of the public hearing. The Chair has the authority to limit debate to a reasonable length of time to be equal for both positions.
- B.** Any person wishing to speak other than the applicant will be required to fill out a "Request to Speak or Request to have Name Entered into the Record" form indicating whether they wish to comment during the public hearing or would like to have their name recorded as having an opinion on the public hearing issue. Any person speaking may be questioned by a member of Council or by appropriate members of City Staff.
- C.** The Chair shall rule upon all disputed matters of procedure, unless, on motion duly made, the Chair is overruled by a majority vote of Councillors present.
- D.** The ordinary rules of evidence shall not apply, and Council may receive petitions, exhibits and other relevant documents without formal identification or introduction.
- E.** When the number of persons wishing to speak threatens to unduly prolong the hearing, the Council may establish a time limit upon each speaker.
- F.** City Staff enters a copy of public notice as published in newspaper; all application documents for the proposed project and a copy of any other written documents that are an appropriate part of the public hearing record;
- G.** The property owner or representative(s) present slides and describe the nature of the request (maximum of 10 minutes);
- H.** Staff presents any additional clarification necessary and states the Planning Commission recommendation;
- I.** All testimony is received from the audience, in support, in opposition or asking questions. All questions will be directed through the Chair who will then direct the appropriate person to respond.
- J.** Final comments/rebuttal received from property owner;
- K.** Final comments from City Staff and Staff recommendation.
- L.** Public hearing is closed.
- M.** If final action is not to be taken on the same evening as the public hearing, the Chair will advise the audience when the matter will be considered. Councillors not present at the public hearing will be allowed to vote on the matter only if they listen to the tape recording of the public hearing prior to voting.

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE CITY COUNCIL MEETING
HELD ON MONDAY, MARCH 13, 2006 AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

Mayor McNally led the Council, staff, and audience in the Pledge of Allegiance.

ROLL CALL

Mayor McNally, Mayor Pro Tem Kauffman, and Councillors Dittman, Kaiser, Lindsey, and Major were present at roll call. Councillor Price was absent. J. Brent McFall, City Manager, Martin McCullough, City Attorney, and Linda Yeager, City Clerk, also were present.

CONSIDERATION OF MINUTES

Councillor Major moved, seconded by Dittman, to approve the minutes of the regular meeting of February 27, 2006. The motion passed unanimously.

CITY COUNCIL COMMENTS

Councillors Major, Lindsey, and Kaiser, as well as Mayor McNally, reported on Council's trip to Washington, D.C. the week earlier. They had met with Colorado's Congressmen and Senators and had focused lobbying efforts on transportation, internet sales, and telecommunication. The citizenry had been well represented, as Council was prepared and educated on the issues.

Mayor Pro Tem Kauffman reported that he had enjoyed reading to students through recent participation in the "Read Across America" program. Other Council members had participated, too.

PRESENTATIONS

Councillor Kaiser and Kara Csibrik of the Center for ReSource Conservation presented the Center's Water Conservation ReWard to Stu Feinglas of the Water Resources and Treatment Division in the Public Works and Utilities Department. The award recognized Mr. Feinglas's dedication to the conservation of water resources and honored the City for its advancements in the conservation arena.

Mayor Pro Tem Kauffman recognized the City's receipt of the 2006 Water Resources Engineering Excellence Award from the American Council of Engineering Companies of Colorado to CH2M Hill for the Standley Lake Dam Improvement Project. Jim Schneider of CH2M Hill presented the plaque to the City as the project owner, and Dan Strietelmeier, Water Resources Engineering Coordinator, was present to accept Council's accolades.

CITIZEN COMMUNICATION

Kaaren Hardy, 5133 West 73rd Avenue, referenced Resolution No. 16 to revise the Council's Rules and Regulations, which was scheduled for consideration later in the meeting. She appreciated clarification of the appropriate times for citizens to comment on matters of concern during a Council meeting.

Jane Fancher, 7260 Lamar Court, referenced the Octagon business assistance package to be considered later in the meeting and suggested the City should have mechanisms in place to measure the success or failure of a developer's promised concessions in assistance packages. Further, Ms. Fancher suggested that the City Council Agenda would be improved by making public hearings a separate section rather than combining public hearings with other new business. In conclusion she asked the status of negotiations concerning the lease of the Westminster Conference Center, specifically as it related to the payment of property tax.

CONSENT AGENDA

The following items were submitted for Council's consideration on the consent agenda: designation of the kiosk in the lobby of City Hall and the City's website as the places to post public notices of official meetings pursuant to §24-6-402 (2)(c) C.R.S., known as the Colorado Open Meetings Act; award of the State of Colorado Bid for five light-duty trucks to Dallenbach Motors for \$102,979, and six light-duty trucks to King Chevrolet for \$110,688; authority for the City Manager to execute a contract in the amount of \$177,800 for the purchase of PVC water pipe to Mountain States Pipe and Supply, the low qualified bidder; authority to expend \$659,542 for street lights attendant to the 144th Avenue and I-25 interchange project; and final passage of Councillor's Bill No. 12 appropriating \$630,000 from 2005 General Capital Improvement Fund carryover to the Westminster Economic Development Authority account for construction of a Regional Transportation District parking lot at the Shops at Walnut Creek.

Mayor McNally asked if any member of Council wished to remove an item from the consent agenda for discussion purposes or separate vote. There was no request.

It was moved by Councillor Dittman and seconded by Major to approve the consent agenda as presented. The motion passed unanimously.

RESOLUTION NO. 15 RE APPOINTMENTS AND REAPPOINTMENTS TO BOARDS AND COMMISSIONS

It was moved by Councillor Major, seconded by Councillor Dittman to adopt Resolution No. 15 filling vacancies and reappointing members whose terms expired at the end of 2005 to two-year terms on the Board of Adjustment, the Board of Building Code Appeals, the Election Commission, the Environmental Advisory Board, the Historic Landmark Board, the Human Services Board, the Library Board, the Open Space Advisory Board, the Parks and Recreation Advisory Board, the Personnel Board, the Planning Commission, the Special Permit and License Board, or the Transportation Commission. At roll call, the motion passed unanimously.

PUBLIC HEARING RE CLUP AMENDMENT & FIFTH AMENDED PARK CENTRE PDP

At 7:31 p.m. the Mayor opened a public hearing to consider a Comprehensive Land Use Plan (CLUP) amendment from Business Park to Retail Commercial of a 14,000 square-foot space in the Paragon building at 12365 Huron Street and an amended Preliminary Development Plan (PDP) and Official Development Plan (ODP) to allow retail uses within the existing office/warehouse building. The owner of the Paragon building was pursuing a tenant that would have some retail sales. Dave Shinneman, Planning Manager, entered into the record the agenda memo and attendant documentation and added that notice of this hearing had been published in the *Westminster Window*, property owners within 300 feet had been mailed notice of the hearing, and the property had been posted to notify passersby of the requested action.

Doug Reed of Fine Line Consulting represented the applicant and provided background information about the requested action. He urged Council approval. No others testified.

Mr. Shinneman concluded by informing Council of the Planning Commission's review and recommended approval of this proposal. The hearing was closed at 7:40 p.m.

COUNCILLOR'S BILL NO. 13 RE CLUP AMENDMENT FOR PARK CENTRE FILING NO. 1

Based on a finding that the proposed amendment would be in the public good, that there was justification for the proposed change and the Plan was in need of revision as proposed; that the amendment was in conformance with the overall purpose and intent and the goals and policies of the Plan; that the proposed amendment was compatible with existing and planned surroundings land uses; and that the proposed amendment would not result in excessive detrimental impacts to the City's existing or planned infrastructure systems, Councillor Dittman moved to pass Councillor's Bill No. 13 approving the Comprehensive Land Use Plan amendment for the Park Centre Filing No. 1,

Block 11, Lot 4 property changing the designation from Business Park to Retail/Commercial. Councillor Major seconded the motion, and it passed unanimously at roll call.

APPROVAL OF FIFTH AMENDED PDP WITHIN THE PARK CENTRE PUD

Councillor Dittman moved to approve the Fifth Amended Preliminary Development Plan within the Park Centre Planned Unit Development based on a finding that the criteria set forth in Section 11-5-14 of the Westminster Municipal Code had been met. The motion passed unanimously after being seconded by Councillor Major.

COUNCILLOR'S BILL NO. 14 RE PARKS, RECREATION AND LIBRARIES ADVISORY BOARD

Councillor Lindsey moved, seconded by Major, to pass Councillor's Bill No. 14 on first reading creating a City of Westminster Parks, Recreation and Libraries Advisory Board by combining the Library Advisory Board with the Parks and Recreation Advisory Board. At roll call, the motion passed unanimously.

COUNCILLOR'S BILL NO. 15 RE OCTAGON SYSTEMS BUSINESS ASSISTANCE PACKAGE

It was moved by Councillor Major and seconded by Councillor Dittman to pass Councillor's Bill No. 15 on first reading authorizing the City Manager to execute and implement the \$25,000 business assistance package with Octagon Systems Corporation. At roll call, the motion passed with all Council members voting affirmatively.

John Collar, Vice President, thanked Council and provided information about Octagon Systems Corporation.

RESOLUTION NO. 16 RE REVISIONS TO COUNCIL RULES AND REGULATIONS

Councillor Lindsey moved to adopt Resolution No. 16, as revised, amending agenda procedures related to Citizens Communication in the Council Rules and Regulations. Councillor Dittman seconded the motion, and it passed unanimously on roll call vote.

Clerk's Note: Resolution No. 16 was revised after distribution of the Council agenda packet and was presented to the City Council and reviewed at the pre-meeting briefing. The resolution, as revised, is the document adopted above.

RESOLUTION NO. 17 RE COMMUNITY ENHANCEMENT MASTER PLAN

Upon a motion by Councillor Major, seconded by Councillor Dittman, the Council voted unanimously on roll call vote to adopt Resolution No. 17 formally adopting the update to the City of Westminster's 2006-2010 Community Enhancement Master Plan, as a planning guide for future City enhancement development projects.

RESOLUTION NO. 18 RE STAFFING ADEQUATE FIRE AND EMERGENCY RESPONSE GRANT AWARD

It was moved by Councillor Dittman and seconded by Councillor Major to adopt Resolution No. 18 approving the addition of one full-time Firefighter I position to the amended 2006 Pay Plan to accommodate the Staffing for Adequate Fire and Emergency Response grant award. At roll call, the motion passed unanimously.

RESOLUTION NO. 19 RE SHERIDAN BLVD RIGHT-OF-WAY ANNEXATION COMPLIANCE HEARING

Councillor Lindsey moved to adopt Resolution No. 19 accepting the annexation petition submitted by the Colorado Department of Transportation; making findings required by State Statute on the sufficiency of the petition; and setting April 10, 2006 as the date of annexation hearing. Councillor Major seconded the motion, and it passed unanimously on roll call vote.

RESOLUTION NO. 20 RE B-1 RESIDENTIAL COMPETITION SERVICE COMMITMENT AWARD

Mayor Pro Tem Kauffman moved to adopt Resolution No. 20 awarding Category B-1 Service Commitments to the West 101st Court single-family detached project. Councillor Kaiser seconded the motion, which passed unanimously on roll call vote.

RESOLUTION NO. 21 RE B-4 RESIDENTIAL COMPETITION SERVICE COMMITMENT AWARD

It was moved by Mayor Pro Tem Kauffman, seconded by Councillor Kaiser, to adopt Resolution No. 21 awarding Category B-4 Service Commitments to the Village on the Promenade Phase II traditional mixed use neighborhood development and the Brookhill Lofts project. At roll call vote, the motion passed with all Council members voting affirmatively.

RESOLUTION NO. 22 RE GOCO GRANT AGREEMENT FOR METZGER FARM ACQUISITION

Upon a motion by Mayor McNally, seconded by Councillor Lindsey, the Council voted unanimously at roll call to adopt Resolution No. 22 authorizing the City Manager to execute the necessary agreements and documents to accept the Great Outdoors Colorado Trust Fund (GOCO) grant of \$500,000 to be applied toward the acquisition of the Metzger Farm.

COUNCILLOR'S BILL NO. 16 RE METZGER LEASE PURCHASE AGREEMENT AND COP ISSUANCE

Clerk's Note: Mr. McCullough stated that minor changes had been made to this ordinance after distribution of the agenda packet. The modified ordinance had been presented and reviewed with Council at the pre-meeting briefing and was the document presented for Council's action now.

Mayor Pro Tem Kauffman moved to adopt, as an emergency ordinance, Councillor's Bill No. 16 in substantially the same form presented to Council authorizing the execution and delivery of an annually renewable open space lease purchase agreement with the Broomfield-Westminster Open Space Foundation as lessor, and the City and County of Broomfield and the City of Westminster as lessees, to provide for acquisition of the Metzger Farm, and authorize the payment of the 2006 lease rental payments. After Councillor Major seconded the motion, it passed unanimously on roll call vote.

FOUNDATION AUTHORIZED TO ISSUE CERTIFICATES OF PARTICIPATION, SERIES 2006

It was moved by Mayor Pro Tem Kauffman and seconded by Councillor Major to authorize the Broomfield-Westminster Open Space Foundation to issue certificates of participation, series 2006, in the approximate aggregate principal amount of \$9.5 million for acquisition of the Metzger Farm and authorize the Foundation's sale of the Series 2006 Certificates to the Underwriter. The motion passed unanimously.

EXECUTION AND DELIVERY OF INDENTURE TO FOUNDATION AUTHORIZED

It was moved by Mayor Pro Tem Kauffman and seconded by Councillor Major to approve the execution and delivery by the Foundation of the Indenture, in substantially the form and with substantially the same content as presented to this meeting of the City Council. The motion passed unanimously.

PRELIMINARY OFFICIAL STATEMENT AND OFFICIAL STATEMENT FOR CERTIFICATES

Mayor Pro Tem Kauffman moved to ratify the Underwriter's use of the Preliminary Official Statement and authorize the preparation of the final Official Statement to be distributed in conjunction with the sale of the Certificates, including such modifications, changes, and supplements as were necessary or desirable for the purposes thereof. Councillor Major seconded the motion, and it carried unanimously.

DELEGATION OF AUTHORITY TO EXECUTE CLOSING DOCUMENTS IN COUNCILLOR'S BILL NO. 16

Upon a motion by Mayor Pro Tem Kauffman, seconded by Councillor Dittman, the Council voted unanimously to authorize the delegation of authority and execution of all documents by those parties identified in Councillor's Bill No. 16 for closing of the Certificate of Participation transaction and lease purchase agreement.

ADJOURNMENT:

There was no further business to come before City Council, and the meeting adjourned at 8:18 p.m.

ATTEST:

City Clerk

Mayor

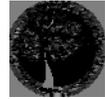


Agenda Item 6 A

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
March 13, 2006



SUBJECT: Presentation of the Center for ReSource Conservation Water Conservation ReWard

Prepared By: Mike Happe, P.E., Water Resources and Treatment Manager

Recommended City Council Action

Presentation of the Center for ReSource Conservation Water Conservation ReWard to Stu Feinglas, Water Resource Analyst, Water Resources and Treatment Division.

Summary Statement

- The Water Conservation ReWard is sponsored each year by the Center for ReSource Conservation.
- The Center for ReSource Conservation runs conservation programs for several Front Range municipalities and its Director, Tom Plant, is the current chair of the Colorado General Assembly's Joint Budget Committee.
- The award is presented to individuals and groups who demonstrate dedication to water conservation.
- The City of Westminster was recognized for leadership and work in water conservation.
- The award was originally presented on January 20 at the Center for ReSource Conservation's annual dinner by Agency Director Tom Plant.
- The award will be presented by Councillor Kaiser and by Center for ReSource Conservation representative Kara Csibrik.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

None identified

Alternative

None identified

Background Information

Water Resource Analyst Stu Feinglas received the 2006 Water Conservation ReWard for demonstrating dedication to the conservation of water resources within the Boulder community and throughout the region. The Water Conservation ReWard honors individuals or groups of individuals who have made advances in the conservation of water resources within their community. The Center for ReSource Conservation stated that “Other municipalities are watching Westminster closely as they learn from their leadership and work to develop and implement their own water conservation plans.”

The Center for ReSource Conservation announced the award at the 2nd Annual Dinner and Auction held January 20 at the Boulder Theater. The Center was founded 30 years ago as the Boulder Energy Conservation Center by a group of concerned citizens whose aim was to bring energy awareness and technical assistance to the community through outreach and educational programs. In 1994, the Center changed its name to Center for ReSource Conservation to reflect a broader focus that acknowledges all natural resources. The current Executive Director is Tom Plant, a member of the Colorado General Assembly and Chairman of the Joint Budget Committee.

The Center for ReSource Conservation operates programs for several Front Range municipalities. The City of Westminster participates in the Center’s “Slow the Flow Colorado” program, which offers irrigation audits to interested citizens.

The unique look of the award plaque is due to the fact that it was handcrafted using materials reclaimed from the disaster recovery site in Gulfport, Mississippi, in the wake of Hurricane Katrina.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
March 13, 2006



SUBJECT: Recognition of the American Council of Engineering Companies (ACEC) of Colorado, 2006 Water Resources Engineering Excellence Award to CH2M Hill for the Standley Lake Dam Improvement Project

Prepared By: Dan Strietelmeier, Water Resources Engineering Coordinator

Recommended City Council Action

Recognition of the American Council of Engineering Companies of Colorado (ACEC), 2006 Water Resources Engineering Excellence Award to CH2M Hill for the Standley Lake Dam Improvement Project and acceptance of the award by the City.

Summary Statement

- The ACEC/Colorado Engineering Excellence Awards Program celebrates engineering achievements that demonstrate ingenuity and include significant technical, economic or social advancements.
- Each year, ACEC/Colorado member firms submit their entries for assessment and judging by a diverse group of local business, media and industry representatives.
- The entries cover categories ranging from research and studies to structural systems, water, transportation, and environmental projects.
- The 2006 Engineering Excellence Award in Water Resources was presented to CH2M Hill for the Standley Lake Dam Improvement Project, at the ACEC of Colorado awards luncheon. The project was also submitted for the National ACEC Award for Engineering Excellence, and winners will be announced later this spring.
- The Standley Lake Dam Improvement project, completed in 2004, was designed and managed by a team led by CH2M Hill.
- The Cities of Westminster, Northglenn and Thornton, and Farmers Reservoir and Irrigation Company (FRICO) were the project owners, jointly managing and funding the \$32.5 Million project.
- The award will be recognized by Mayor Pro Tem Kauffman and, Jim Schneider of CH2M Hill will present a plaque to the City as the project owner.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

None identified

Alternative

None identified

Background Information

The Standley Lake Dam Improvement Project was completed in 2004 and included construction of a new spillway, new tunneled multi-level intakes under the Lake and the addition of a new stability berm on the downstream face of the dam. For the first time in the nearly 100 years since its construction, Standley Lake Dam is completely stable, safe from flood events and efficiently operated thanks to a successful rehabilitation project.

Standley Lake supplies water to over 250,000 municipal customers in the Cities of Westminster, Northglenn and Thornton. The project required an innovative design to construct the new facilities and abandon the existing outlet works while maintaining water service to the cities and FRICO. CH2M Hill, working for the cities and FRICO, plus multiple federal, state and local agencies, also increased the complexity. Early in the design process, the team led by CH2M Hill coordinated with the cities and FRICO to clearly define the project vision and to allocate project costs fairly.

Construction of new outlet works by tunneling in the bedrock away from the dam and under the Lake eliminated the danger of water leaking from the old outlet pipes under the dam embankment. The innovative design and construction included two microtunneled “wet taps” (underwater connections to the reservoir without lowering the water) at different depths. The lower wet tap, at 1,250 feet is the longest microtunneled wet tap of 72-inch diameter tunnel installed to date. The design incorporated prefabricated intake structure installation concepts from marine petroleum production and exploration techniques.

CH2M Hill and the joint-venture contractor ASI/R.E. Monks completed the Dam Renovation four months early and under the estimated construction budget. The project fulfilled the cities’ vision of safe, timely and cost effective renovation work to enhance the safety of Standley Lake Dam so that it can continue as a reliable water supply reservoir for many years to come. CH2M Hill’s contribution to the project was invaluable and they are well deserving of the ACEC Engineering Excellence Award.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
March 13, 2006

SUBJECT: Designation of Official Places to Post Public Notices

Prepared By: Linda Yeager, City Clerk

Recommended City Council Action

Designate the kiosk in the lobby of City Hall and the City of Westminster website as the places to post public notices of official meetings pursuant to § 24-6-402 (2)(c) C.R.S of the Colorado Open Meetings Act.

Summary Statement

- The referenced section of the Colorado Open Meetings Act provides that the governing body annually designate the places where notices of official public meetings will be posted.
- City Staff posts all notices of City Council meetings and study sessions on the kiosk across from the cashiers' counter in the lobby of City Hall. Identical notifications are posted on the City's website.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

None identified

Alternative

None identified

Background Information

The Open Meetings Act, more commonly called the Colorado Sunshine Act, provides that the public place or places for posting public notice of meetings shall be designated annually at the local governing body's first regular meeting of each calendar year. Historically, notices have been posted in paper format on the lobby kiosk and electronically on the City's website, but Council has not been asked to take official action to designate those locations. In its continuing attempt to keep the public informed, Staff recently recognized this technical deficiency and is advancing the matter for Council's immediate action.

All future designations will be presented to City Council at the first regular meeting of each year.

Respectfully submitted,

J. Brent McFall
City Manager

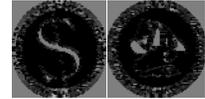


WESTMINSTER
COLORADO

Agenda Item 8 B

Agenda Memorandum

City Council Meeting
March 13, 2006



SUBJECT: Purchase of Light Duty Trucks

Prepared By: Carl F. Pickett, Purchasing Officer

Recommended City Council Action

Award the State of Colorado Bid for five light duty trucks to Dallenbach Motors for \$102,979, and six light duty trucks to King Chevrolet for \$110,688.

Summary Statement

- City Council action is requested to award vehicle purchases based on the State of Colorado award for light duty trucks.
- The City saves considerable dollars by purchasing these vehicles through the State Bid.
- All vehicles recommended for purchase have been previously approved and are within the amount authorized by City Council in the 2006 Budget.

Expenditure Required: \$213,667

Source of Funds: General Capital Outlay Replacement Fund, and the Utility Fund

Policy Issue

Whether or not to approve the use of the State Bid for purchase of the vehicles outlined in this agenda memorandum.

Alternatives

1. Reject State bid and instruct City Staff to re-bid vehicles. This is not recommended because the State Bid reflects the purchasing power of all the political sub-divisions in the state. The City would not be able to match the bid prices afforded by the State Bid.
2. Do not purchase some or all of the proposed replacement vehicles in 2006. This is not recommended because each of these vehicles has a maintenance history that makes it impractical to keep it in regular service, based on Fleet Maintenance recommendations.

Background Information

As part of the 2005-2006 Budget, City Council approved the purchase of eleven light duty trucks in 2006. The nine light duty trucks to be replaced are Units #2400, #6002, #8617, #7035, #7028, #1160, #1176, #9782, and #8305. They have reached a point where it is no longer economically reasonable to maintain them in service. Factors that are weighed in the replacement of vehicles are age, (average ten years) life to date maintenance costs, cost per mile to operate the unit, and the utilization of the vehicle. Information regarding each vehicle replacement is as follows:

UNIT #	YEAR	MAKE	MODEL	MILES	VEHICLE MAINTENANCE COSTS LIFE TO DATE (LTD)
2400	1994	GMC	1500	75,050	\$8,914.49
6002	1996	Chevrolet	1500	77,747	\$13,004.12
8617	1989	Chevrolet	C-20	43,500	\$4,149.78
7035	1995	Chevrolet	2500	72,880	\$13,316.69
7028	1997	Chevrolet	2500	91,720	\$12,010.61
1160	1995	Chevrolet	C-20	77,235	\$13,897.13
1176	1992	Dodge	Caravan	59,501	\$6,813.50
9782	1990	Chevrolet	Vandura	67,962	\$8,993.71
8305	1999	Chevrolet	2500	101,198	\$17,936.13

The State Bid was sent out in September of 2005 and received responses from local vendors. The bids from King Chevrolet and Dallenbach Motors for the light duty trucks meet all specifications and requirements set by the City. In addition, some vehicles will require additions to them. A camper top with doors, and an animal control insert from Mavron, Inc., is included in the \$213,667 cost of the eleven staff vehicles. This is within the amount previously approved by City Council for this expense.

In addition, one new cargo van was approved for Accident Investigations, the bid amount of \$21,952 is within the amount previously approved by City Council for this expense. A desk set up for the new Accident Investigations Van is budgeted, but is not included in this request. One new staff SUV was approved for the Emergency Medical Services Coordinator in the Fire Department. The bid amount of \$27,350 is within the amount previously approved by City Council.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
March 13, 2006



SUBJECT: Purchase of PVC Water Pipe

Prepared By: Richard A. Clark, P.E., Utilities Operations Manager
Andy Mead, Utilities Operations Coordinator

Recommended City Council Action

Authorize the City Manager to execute a contract for the purchase of PVC water pipe to the low qualified bidder, Mountain States Pipe and Supply, for the amount of \$177,800.

Summary Statement

- The Purchasing Division issued formal bids for PVC water line pipe in February, 2006.
- There were four bids received, with the lowest responsible bid from Mountain States Pipe and Supply.
- Adequate funds were budgeted in the 2006 Utilities Operations Budget and are available for this purchase.

Expenditure Required: \$177,800

Source of Funds: 2006 Utility Fund, Public Works and Utilities Department, Utilities Division Operating Budget

Policy Issue

Should the City accept the bid submitted by Mountain States Pipe and Supply for the 8 inch PVC water pipe?

Alternative

The alternative would be not to purchase the PVC water pipe at this time, and delay needed water line replacements. This would increase the risk of pipe failures and increase customer water supply interruptions and is not recommended.

Background Information

The PVC water pipe will be utilized by the Utilities Division Construction Crew for the water line replacement program. This program was established in order to reduce the frequency and number of water line failures that customers experience in the City’s water distribution system. The Utilities Division construction crew replaces approximately 18,000 feet (3.4 miles) of deteriorated ductile and cast iron pipe per year with the PVC pipe, which performs much better in the soil conditions found in the City. This bid was for 20,000 feet of PVC water pipe.

Utilities Division staff typically prepares bids and requests City Council approval for water line pipe purchases in anticipation of the upcoming years’ water line replacement program. In the fall of 2005, staff requested and received water pipe purchased bid prices ranging from \$8.85 to \$10.24 per foot of pipe. These prices were significantly higher than the bids in the past (2004 price was \$6.45 per foot), mainly due to Hurricane Katrina and the volatility of oil prices at the time. Also, the suppliers were unable to guarantee the prices or deliveries at that time. Several of the PVC resin plants supplying the industry were shut down as a result of hurricanes.

It was decided to delay the pipe purchase at that time and see if prices might stabilize or even decline after the first of the year. That has been the case and therefore approval is being sought for buying 20,000 feet of PVC water line pipe at this time. Prices & delivery schedules are now firm, as the prices for PVC and other oil based material has stabilized. The low bid received was at a cost of \$8.89 per foot of pipe

Utilities staff has requested a carryover of \$135,000 in 2005 budgeted funds for the purchase of PVC water pipe in 2006 because of the price concerns. The crews have drawn the pipe inventory to a very low level at this time. By combining this purchase of 20,000 feet of PVC pipe now with another pipe purchase of about 15,000 feet at years end, we will be able to complete our annual goal of replacing approximately 18,000 feet of waterline each year, in the most cost effective manner.

Bids were received from four vendors. These vendors/bids included:

	National. Waterworks	Dana Kepner	Hughes	Mountain States
8” PVC Pipe	\$181,400	\$ 182,000	\$ 186,000	\$ 177,800
Class 200 pipe, DR14				Low bid
C200 PVC				

The proposal from Mountain States Pipe and Supply meets the specifications and requirements set by the City. The PVC water pipe purchase includes 20,000 feet of 8” Class 200, DR14, C900 PVC pipe.

Respectfully submitted,

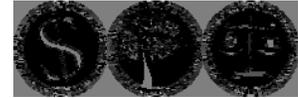
J. Brent McFall
City Manager



**WESTMINSTER
COLORADO**

Agenda Memorandum

City Council Meeting
March 13, 2006



SUBJECT: 144th Avenue and I-25 Interchange Project – Street Light Costs

Prepared By: David W. Loseman, Senior Projects Engineer

Recommended City Council Action

Authorize the expenditure in the amount of \$659,542 for street lights attendant to the 144th Avenue and I-25 Interchange project.

Summary Statement:

- Since mid-2005, Xcel has been designing the street light system for the 144th Avenue interchange project. On February 27, the construction cost of the completed design was given to staff. To keep the project on track it is necessary to start scheduling the installation of the street lights by Xcel forces. Before this scheduling can be done, Xcel requires payment of these costs. Therefore, approval of a payment in the amount of \$659,542 is being requested to pay Xcel Energy for all street lighting for the project.
- The long lead time to procure the street lighting materials for this project makes it necessary to obtain approval for this payment immediately so the street lights can be installed before the completion of all other elements of this project and in preparation for the planned opening of the first phase of the project in August of 2006.
- The street lights to be installed match the decorative style that were installed as part of the 136th Avenue interchange project and are in accordance with the design standards approved by the cities of Westminster and Thornton as part of the North I-25 Master Plan.
- This expense is within the cost allocated for this item in the original project budget.

Expenditure Required: \$659,542

Source of Funds: Certificate of Participation funds and WEDA bond funds

Policy Issue

Should the City proceed with the installation of street lights as part of the 144th Avenue and I-25 Interchange Project?

Alternative

Council could choose not to install street lights at this time. Staff would not recommend this option since street lighting is a critical safety item on a road such as 144th Avenue and the I-25 interchange ramps. In addition, our Intergovernmental Agreement with Thornton requires the installation of the same type of street lights that were installed as part of the 136th Avenue interchange project.

Background Information

Construction of the 144th Avenue and I-25 Interchange project has been ongoing since October 2005 and is progressing on schedule. The final element of construction that needs Council authorization is the installation of the street lights. The requested action includes the payment to Xcel Energy in the amount of \$659,542 for the installation of these street lights. By comparison, this cost is approximately 5% above the cost paid for the street lighting on the 136th Interchange project. The higher cost is due to inflation and increases in material costs. Included in this fee is the highway lighting, the lighting in the underpasses and the decorative street lighting along 144th Avenue. Approximately one half of the cost for these lights will eventually be reimbursed by the City of Thornton in accordance with our existing IGA with them for this project.

Dependent on the location of the work, funding for the street light costs described above will be paid for from the Certificates of Participation and WEDA bond funds. Previous action taken by City Council and WEDA authorized the City to expend funds on WEDA's behalf.

Respectfully submitted,

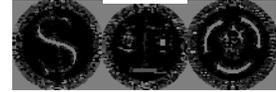
J. Brent McFall
City Manager



**WESTMINSTER
COLORADO**

Agenda Memorandum

City Council Meeting
March 13, 2006



SUBJECT: Second Reading of Councillor’s Bill No. 12 re Carryover Transfer to the Westminster Economic Development Authority for Construction of Parking Lot

Prepared By: Steve Smithers, Assistant City Manager

Recommended City Council Action

Pass Councillor’s Bill No. 12 on second reading appropriating \$630,000 from 2005 General Capital Improvement Fund Carryover to the Westminster Economic Development Authority (WEDA) account.

Summary Statement

- The Shops at Walnut Creek Project includes 3.047 acres of land that was set aside for the relocation of the Regional Transportation District (RTD) park-n-ride currently located at US 36 and Church Ranch Parkway, and a 2.62 acre parcel for a future commuter rail station and parking lot.
- This site has also been identified in the US 36 EIS draft documents as a potential site for both a commuter rail and a Bus Rapid Transit station. The site will create a much more efficient parking and transportation access for both RTD and commuters.
- Staff has been negotiating an Intergovernmental Agreement (IGA) with RTD for some time to finalize details including a breakdown of who pays what costs in relation to the parking lot and bus pullout ramp construction. The terms of the IGA have been agreed to and the City’s financial obligation will total approximately \$880,000. RTD will be responsible for any costs of parking lot construction above this, as well as paying for the cost of the US 36 bus pullout ramp construction (projected at \$1,100,000). Staff is hopeful that this IGA will be ready to bring to City Council for action in March.
- The City has been doing preliminary work on the parking lot utilizing the Shops at Walnut Creek contractor and these costs have been absorbed within the WEDA budget for the project.
- The original WEDA project budget did not anticipate this additional cost; therefore, additional funds are needed for RTD to complete the construction of the parking lot once the IGA is approved by the respective Boards and signed.
- The source of funding for this request is 2005 carryover that includes the sale of Promenade land that the City received a payment of \$1.2 million in November of 2005. These funds are not obligated to any other purpose.
- This item was passed by City Council on first reading on February 27, 2006.

Expenditure Required: \$630,000

Source of Funds: General Capital Improvement Fund Carryover that includes land sale proceeds with future reimbursements from WEDA tax increment proceeds.

Respectfully submitted,

J. Brent McFall
City Manager
Attachments – Councillor’s Bill

BY AUTHORITY

ORDINANCE NO. **3269**

COUNCILLOR'S BILL NO. **12**

SERIES OF 2006

INTRODUCED BY COUNCILLORS

Major - Price

A BILL

FOR AN ORDINANCE AMENDING THE 2006 BUDGETS OF THE GENERAL CAPITAL IMPROVEMENT FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2006 ESTIMATED REVENUES IN THE FUNDS.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2006 appropriation for the General Capital Improvement Fund initially appropriated by Ordinance No. 3162 in the amount of \$7,668,000 is hereby increased by \$630,000 which, when added to the fund balance as of the City Council action on February 27, 2006 will equal \$8,238,000. The actual amount in the General Capital Improvement Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. A portion of Promenade Land Sale is being appropriated as part of 2005 Carryover to be transferred to WEDA for the RTD Parking lot project.

Section 2. The \$630,000 increase in the General Capital Improvement Fund shall be allocated to City Revenue and Expense accounts, which shall be amended as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Carryover	7500.40020.0000	\$0	<u>\$630,000</u>	\$630,000
Total Change to Revenues			<u>\$630,000</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Transfers WEDA	75010900.79800.0680	\$0	<u>\$630,000</u>	\$630,000
Total Change to Expenses			<u>\$630,000</u>	

Section 3. – Severability. The provisions of this Ordinance shall be considered as severable. If any section, paragraph, clause, word, or any other part of this Ordinance shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, such part shall be deemed as severed from this ordinance. The invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect the construction or enforceability of any of the remaining provisions, unless it is determined by a court of competent jurisdiction that a contrary result is necessary in order for this Ordinance to have any meaning whatsoever.

Section 4. This ordinance shall take effect upon its passage after the second reading.

Section 5. This ordinance shall be published in full within ten days after its enactment.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 27th day of February, 2006.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 13th day of March, 2006.

ATTEST:

City Clerk

Mayor



Agenda Item 9 A

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
March 13, 2006



SUBJECT: Resolution No. 15 re Appointments and Reappointments to Boards and Commissions

Prepared by: Linda Yeager, City Clerk

Recommended City Council Action

Adopt Resolution No. 15 filling vacancies and reappointing members whose terms expired at the end of 2005 to two-year terms on the Board of Adjustment, the Board of Building Code Appeals, the Election Commission, the Environmental Advisory Board, the Historic Landmark Board, the Human Services Board, the Library Board, the Open Space Advisory Board, the Parks and Recreation Advisory Board, the Personnel Board, the Planning Commission, the Special Permit and License Board, or the Transportation Commission.

Summary Statement

- City Council action is requested to reappoint citizens who served as members of the City's 13 established Boards and Commissions and whose terms of appointment expired in December 2005 and to appoint alternate members or recent applicants to fill vacancies.
- Those whose terms expired were contacted to determine interest and willingness to continue serving. In addition, City Council took into consideration attendance records and other issues in making determinations on reappointments. New terms are for periods of two years.
- Having interviewed interested applicants, City Council's action will include making appointments to fill existing vacancies on the Board of Adjustment, the Environmental Advisory Board, the Human Services Board, and the Transportation Commission. Interviewees who are not being appointed to serve immediately will be included in a pool of eligible applicants to fill vacancies that might occur during 2006.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Does City Council want to reappoint those individuals whose terms on Boards and Commissions expired on December 31, 2005 and fill vacancies so a full complement of members can fulfill the duties established for each Board or Commission?

Alternative

No alternatives identified

Background Information

The terms of office of four members on the Board of Adjustment expired on December 31, 2005. Bernice Aspinwall (alternate), Samuel Biller, and Raymond Selix are interested in being reappointed to the Board. Edwin Ullmer was unable to attend any meetings in 2005 due to conflicts in his work schedule that require him to travel. His position has been declared vacant and Ms. Aspinwall, the alternate, will be appointed to regular membership, creating a vacancy in the alternate position.

The terms of office of four members of the Board of Building Code Appeals expired on December 31, 2005. Stephen Fenimore and Jonathan Talbott would like to be reappointed. Forrest Flannigan and Jason Gilbert, alternates, have both moved from the City and are not eligible for reappointment, creating vacancies in two alternate memberships to be filled at a later date.

The terms of office of all four members of the Election Commission expired on December 31, 2005. Denis DuFresne, Delbert Lennie, Jeanne Nearing, and William Noonung have expressed a desire to be reappointed.

The terms of office of three of the Environmental Advisory Board members expired on December 31, 2005. Lisa Bressler, Mike Litzau, and Yvonne Martin would like to be reappointed to the Board. Steven Marlin has resigned because of conflicts with his work schedule. Councillor Lindsey was serving as the alternate member on this Board at the time of her election to City Council. There are two vacancies on this Board to be filled.

The terms of office of four members of the Historic Landmark Board expired on December 31, 2005. Linda Cherrington, Stephen Graziano, Patti Kinnear (alternate), and Betty Roan would like to be reappointed.

The terms of office of two of the Human Services Board members expired on December 31, 2005. Dennis White is interested in being reappointed, but Harold Armenta has resigned, creating a vacancy. Tanya Ishikawa recently resigned because she is moving.

The terms of office of four members of the Library Board expired on December 31, 2005. Beverly Bishop, Roman Kohler, and Paula Saunders (alternate) have indicated a desire to be reappointed. Ms. Saunders will be appointed to regular membership, George Kiefer and Angela Ricker recently resigned from the Board.

The terms of office of five members of the Open Space Advisory Board expired on December 31, 2005. Ben Beaty, Ed Getsch, Sandra Goodwin, and Randal Tucker have expressed interest in being reappointed.

W. J. Peniston's term of office on the Parks and Recreation Advisory Board expired on December 31, 2005. He would like to be reappointed. Recent resignations were received from Ted Mische, and Ken Claussen, who moved from the City and are not eligible to continue serving. Stephanie Marlin also resigned because of repeated schedule conflicts that interfered with her attendance at meetings.

SUBJECT: Resolution re Appointments and Reappointments to Boards and Commissions Page 3

The terms of office of four Personnel Board members expired on December 31, 2005. David Jones, Wesley Underwood, Candee Wells (alternate), and Stacy Worthington are interested in being reappointed to another two-year term.

The terms of office of four members of the Planning Commission expired on December 31, 2005. Joseph Barsoom, James Boschert, Joseph Burt (alternate), and Joe McConnell (alternate) would all like to be reappointed.

The terms of office of four members of the Special Permit and License Board expired on December 31, 2005. Frank Jaime, Donna McMillan, Nancy Peters, and Emil Rinaldi (alternate) have all expressed interest in being reappointed.

The terms of office of four Transportation Commission members expired on December 31, 2005. Jara Raphaelson, Terrance Ramirez (alternate), and Pat Wales would like to be reappointed. Luke Richards submitted his resignation, as his work prevents him from attending meetings. Councillor Major was a member of this Commission, and his election to City Council created a vacancy. As is customary, the attached resolution appoints the alternate to regular membership and fills three existing vacancies.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

RESOLUTION

RESOLUTION NO. **15**

INTRODUCED BY COUNCILLORS

SERIES OF 2006

**CITY OF WESTMINSTER BOARD AND COMMISSION REAPPOINTMENTS
AND NEW APPOINTMENTS**

WHEREAS, Each member of the City's 13 Boards and Commissions whose term expired on December 31, 2005 has been contacted and has confirmed the desire to be re-appointed to the Board where they are currently serving; and

WHEREAS, It is important to have each City Board or Commission working with its full complement of authorized members to carry out the business of the City of Westminster with citizen representation; and

WHEREAS, Resignations have been received from Forrest Flannigan (alternate member) and Jason Gilbert (alternate member) of the Board of Adjustment; Mary Lindsey (alternate member) on the Environmental Advisory Board and Scott Major from the Transportation Commission, who were recently elected to City Council, Harold Armenta and Tanya Ishikawa of the Human Services Board, Ken Claussen, Ted Mische, and Stephanie Marlin of the Parks and Recreation Advisory Board, George Kiefer and Angela Ricker of the Library Advisory Board, and Luke Ricards of the Transportation Commission.

NOW THEREFORE, be it resolved that the City Council of the City of Westminster does hereby reappoint the following individuals to the City of Westminster Board or Commission listed below with the terms of office to expire December 31, 2007.

BOARD/COMMISSION	NAMES OF RE-APPOINTEES
Board of Adjustment	Samuel Biller and Raymond Selix
Board of Building Code Appeals	Stephen Fenimore and Jonathan Talbott
Election Commission	Denis DuFresne, Delbert Lennie, Jeanne Nearing, and William Noonng
Environmental Advisory Board	Lisa Bressler, Mike Litzau, and Yvonne Martin
Historic Landmark Board	Linda Cherrington, Stephen Graziano, Patti Kinnear (alternate) and Betty Roan
Human Services Board	Dennis White
Library Board	Beverly Bishop and Roman Kohler
Open Space Advisory Board	Ben Beaty, Ed Getsch, Sandra Goodwin, and Randal Tucker
Parks and Recreation Advisory Board	W. J. Peniston
Personnel Board	David Jones, Wesley Underwood, Candee Wells (alternate), and Stacy Worthington
Planning Commission	Joseph Barsoom, James Boschert, Joseph Burt (alternate), and Joe McConnell (alternate)

Special Permit and License Board Frank Jaime, Donna McMillan, Nancy Peters, and Emil Rinaldi (alternate)

Transportation Commission Jara Raphaelson and Pat Wales

The following appointments are being made to fill vacancies:

BOARD/COMMISSION	NAMES OF APPOINTEES	TERM EXPIRES
Board of Adjustment	Bernice Aspinwall* Tim Roemersberger (alternate)	December 31, 2007 December 31, 2007
Environmental Advisory Board	Deirdre Rothery M. Shawn Wallace (alternate)	December 31, 2006 December 31, 2007
Human Services Board	Kristin Burns Aurita Apodaca	December 31, 2007 December 31, 2006
Library Board	Paula Saunders*	December 31, 2007
Transportation Commission	Terrance Ramirez* Matthew A. Penov Stephen W. Donelson JoAnn Vondracek (alternate)	December 31, 2007 December 31, 2006 December 31, 2006 December 31, 2007

* Appointment of alternate to regular membership

PASSED AND ADOPTED this 13th day of March, 2006.

ATTEST:

Mayor

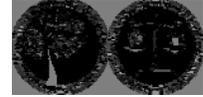
City Clerk



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
March 13, 2006



SUBJECT: Public Hearing and Action on a Comprehensive Land Use Plan Amendment and Fifth Amended Park Centre Preliminary Development Plan for Park Centre Filing No. 1, Block 11, Lot 4 (Paragon Building)

Prepared By: Michele McLoughlin, Planner III

Recommended City Council Action

1. Hold a public hearing.
2. Pass Councillors Bill No. 13 approving the Comprehensive Land Use Plan (CLUP) amendment for the Park Centre Filing No. 1, Block 11, Lot 4 property changing the designation from Business Park to Retail/Commercial. This recommendation is based on a finding that the proposed amendment will be in the public good and that:
 - a) There is justification for the proposed change and the Plan is in need of revision as proposed;
 - b) The amendment is in conformance with the overall purpose and intent and the goals and policies of the Plan;
 - c) The proposed amendment is compatible with existing and planned surrounding land uses; and
 - d) The proposed amendment would not result in excessive detrimental impacts to the City's existing or planned infrastructure systems.
3. Approve the Fifth Amended Preliminary Development Plan (PDP) within the Park Centre Planned Unit Development. This recommendation is based on a finding that the criteria set forth in Section 11-5-14 of the Westminster Municipal Code have been met.

Summary Statement

- The owner of the Paragon building is proposing a Comprehensive Land Use Plan amendment from Business Park to Retail Commercial, and an amended PDP and ODP to allow 14,000 square feet of space within the existing office/warehouse building to be used for retail uses.
- The existing Paragon building in Park Centre is located at 12365 Huron Street (southwest corner of 124th Avenue and Huron Street) and the parcel contains 2.86 acres.
- The owner is pursuing a tenant, Tomorrow's Heirlooms, which is a retail quilting store.

Expenditure Required: \$ 0

Source of Funds: N/A

Planning Commission Recommendation

At the February 28, 2006, Planning Commission meeting, Planning Commission voted 7-0 to recommend that City Council approve the Comprehensive Land Use Plan Amendment changing the land use designation for the Paragon building (Filing No. 1, Block 11, Lot 4) at Park Centre from Business Park to Retail Commercial. Planning Commission also voted 7-0 to recommend that City Council approve the Fifth Amended Preliminary Development Plan for Park Centre.

The Planning Commission also voted unanimously (7-0) to conditionally approve the Third Amended Official Development Plan for the Paragon Office/Warehouse building at Block 11, Lot 4 within the Park Centre Planned Unit Development. This approval is conditional upon City Council approval of the Comprehensive Land Use Plan amendment for the Park Centre Filing No. 1, Block 11, Lot 4 property and the Fifth Amended Preliminary Development Plan within the Park Centre Planned Unit Development.

During the Planning Commission hearing Staff discovered that certain uses were not excluded from the allowable Retail Commercial uses on the Preliminary Development Plan and the Official Development Plan (ODP) that Staff believes are inappropriate such as “automotive parts or service, auto rental, bar/tavern/nightclub, hotel/motel, liquor store, pawn shop, arcades, and tattoo parlors.” Staff believes that these uses are inappropriate in this location due to traffic, parking, and the proximity to the two new schools to the east across Huron Street. The owner has agreed and added these use restrictions to both the PDP and the ODP. The proposed uses are as follows:

Allowed Uses:

1. All uses allowed in B-1 of the Westminster Municipal Code *except* auto service stations, car washes, self-storage facilities, fast-food restaurants with drive-up uses, automotive parts or service, auto rental, bar/tavern/nightclub, hotel/motel, liquor store, pawn shop, arcades, and tattoo parlors.
2. Church, House of Worship.
3. Office/Warehouse.

A list of the uses allowed in the B-1 zoning district is contained in the appendix.

Policy Issues

- 1) Should the City approve a Comprehensive Land Use Plan amendment for the Paragon building in Park Centre changing the designation from Business Park to Retail Commercial?
- 2) Should the City approve the Fifth Amended Preliminary Development Plan within the Park Centre Planned Unit Development based upon the finding that the criteria set forth in Section 11-5-14 have been considered and/or met?
- 3) Should the City approve the Third Amended Official Development Plan for Filing 1, Block 11, Lot 4, within the Park Centre Planned Unit Development based upon the finding that the criteria set forth in Section 11-5-15 have been considered and/or met?

Alternatives

- 1) Deny the Comprehensive Land Use Plan amendment changing the land use designation for the Paragon building (Filing No. 1, Block 11, Lot 4) at Park Centre from Business Park to Retail Commercial based upon a finding that the proposed amendment is not in the public good, and that the proposed amendment is not in compliance with one or more of the following criteria:
 - a) There is justification for the proposed change and the Plan is in need of revision as proposed;
 - b) The proposed amendment is in conformance with the overall purpose and intent and the goals and policies of the Plan;
 - c) The proposed amendment is compatible with existing and planned surrounding land uses; and
 - d) The proposed amendment would not result in excessive detrimental impacts to the City’s existing or planned infrastructure systems.

- 2) Deny the Fifth Amended Preliminary Development Plan within the Park Centre Planned Unit Development based upon the failure to meet one or more of the criteria contained in Section 11-5-14 of the Westminster Municipal Code.

Background Information

Nature of Request

The applicant is proposing to allow up to 14,000 square feet of retail uses within an existing building on a 2.86 acre site that is currently designated for Business Park uses. The request requires CLUP, PDP and ODP amendments.

Location

The site is located at the southwest corner of 124th Avenue and Huron Street. (Please see attached vicinity map).

Comprehensive Land Use Plan Amendment

The Westminster Municipal Code requires the owner of the property requesting an amendment to the Comprehensive Land Use Plan (CLUP) to prove the amendment in the public good and in overall compliance with the purpose and intent of the CLUP. Further, the CLUP provides four criteria to be used when considering a CLUP amendment. Staff has reviewed these criteria and has provided the following comments on each.

- 1) The proposed amendment must, “Demonstrate that there is justification for the proposed change, and that the Plan is in need of revision as proposed.” The proposed CLUP amendment is desirable in order that a limited amount of Retail Commercial space be allowed within the Paragon building. There is adequate parking to accommodate the proposed retail use. The amendment will also support the employment uses within Park Centre.
- 2) The proposed amendment must, “Be in conformance with the overall purpose, intent, goals, and policies of the Plan.” Applicable goals are stated in Section III of the Community Goals and Policies section of the Plan. They include:
 - Policy A2c: Evaluate existing business park areas as to the need for retail and residential development to support primary employment in these areas.
 - Goal D1: Preserve, maintain, and improve a variety of shopping facilities offering all necessary goods and services to community residents and businesses.
 - Policy D1a: Necessary goods and services will continue to be made available within the City.
 - Policy D1b: Emphasis will be placed on enhancing the quality and diversity of retail and office commercial developments in a manner that makes a positive contribution to the City’s image and business environment.
 - Goal D3: Provide for commercial areas necessary to serve the needs of surrounding neighborhoods.
 - Policy D3b: Except for District Centers or Transit Oriented Developments, limit retail development to one or two quadrants of arterial intersections, to meet the needs of neighborhoods without unnecessarily burdening the transportation system or negatively impacting the visual environment.
 - Goal E1: Increase employment opportunities through the development of easily accessible, well-designed and planned light industrial, office, research, and other employment centers.

Based upon these goals and policies, Staff has found this proposed amendment to be in conformance with the overall purpose, intent, goals, and policies of the Plan.

- 3) The proposal must, “Be compatible with existing and surrounding land uses.” The property is bordered on the south by the Fun Services building which has a small area devoted to retail sales. The Wexford apartments are across Huron Street and this proposal would add Retail Commercial uses within walking distance of the Wexford residences. A new Adams District 12, 5-Star middle school will be constructed across Huron Street in the near future as well. To the north and west are existing Business Park Uses.
- 4) The proposal must, “Not result in detrimental impacts to the City’s existing or planned infrastructure or provide measures to mitigate such impacts to the satisfaction of the City.” The only possible impact would be to the on-site parking. This will be mitigated by limiting the amount of retail use within the building to 14,000 square feet, in which case the parking requirements can be met.

Public Notification

Westminster Municipal Code 11-5-13 requires the following three public notification procedures:

- **Published Notice:** Notice of public hearings scheduled before Planning Commission shall be published and posted at least 10 days prior to such hearing and at least four days prior to City Council public hearings. Notice was published in the Westminster Window on March 2, 2006 for City Council.
- **Property Posting:** Notice of public hearings shall be posted on the property with one sign in a location reasonably visible to vehicular and pedestrian traffic passing adjacent to the site. One sign was posted on the property on March 3, 2006.
- **Written Notice:** At least 10 days prior to the date of the public hearing, the applicant shall mail individual notices by certified, first-class mail to property owners and homeowner’s associations registered with the City within 300 feet of the subject property. The applicant has provided the Planning Manager with a certification that the required notices were mailed on February 17, 2006.

Applicant/Property Owner

Beachwalker Properties, LLC
930 Acoma Street, #316
Denver, CO 80204
Contact: John Dawson

Surrounding Land Use and Comprehensive Land Use Plan Designation

Development Name	Zoning	CLUP Designation	Use
Park Centre; North	PUD	Business Park	Vacant-Proposed Medical Office Building
Park Centre; West	PUD	Business Park	MLC Warehouses
Adams 5-Star schools, Wexford Station Filing No. 2 (across Huron Street)	T-1 PUD	Business Park R-18 residential	Vacant Residential
Park Centre (Fun Services Building), South	PUD	Business Park	Fun Services Warehouse

Site Plan Information

The following site plan information provides a few examples of how the proposals comply with the City’s land development regulations and guidelines; and the criteria contained in Section 11-5-14 and 11-5-15 of the Westminster Municipal Code (attached).

- **Traffic and Transportation:** Major access to the site is provided via a shared access with the MLC Warehouses on the west side of the site.
- **Site Design:** The existing building is a U-shaped building with parking all around the building, as well as within the “U” area.
- **Landscape Design:** A landscaped setback area surrounds the site on the north, south and east sides.
- **Public Land Dedication/School Land Dedication:** NA

- Parks/Trails/Open Space: An 8-foot sidewalk, connecting to the City's trail system, extends along 124th Avenue along the north and Huron Street along the east.
- Architecture/Building Materials: The existing building consists of site-cast tilt-up wall panels with a stone texture finish and horizontal reveals, and reflective blue glazing.
- Signage: Allowable signage is 6" high aluminum letters, 75% of the storefront for each tenant.
- Lighting: The lighting for the building is soffit canister lighting.

Service Commitment Category

Not applicable as the subject building already exists. An additional land use, Retail Commercial, is being proposed for the building.

Referral Agency Responses

No referrals were sent because this is a land use change only and the building exists.

Neighborhood Meeting(s) and Public Comments

The developer sent a "neighborhood mailing." Only one response was received from an adjacent property owner with no concerns, but requesting more specific information regarding the proposal.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

- Comprehensive Land Use Plan Ordinance
- Exhibit A – Legal Description
- Exhibit B – Comprehensive Land Use Plan Map
- Vicinity Map
- Westminster Municipal Code - 11-4-4 - Permitted Uses
- Criteria and Standards for Land Use Applications

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **13**

SERIES OF 2006

INTRODUCED BY COUNCILLORS

**A BILL
FOR AN ORDINANCE AMENDING THE WESTMINSTER
COMPREHENSIVE LAND USE PLAN**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

a. That an application for an amendment to the Westminster Comprehensive Land Use Plan has been submitted to the City for its approval pursuant to W.M.C. §11-4-16(D), by the owner of the property described in Exhibit A, attached hereto and incorporated herein by reference, requesting a change in the land use designation from "Business Park" to "Retail/Commercial" for the approximately 2.86 acre property at 12365 Huron Street.

b. That such application has been referred to the Planning Commission, which body held a public hearing thereon on February 28, 2006, after notice complying with W.M.C. §11-4-16(B) and has recommended approval of the requested amendment.

c. That notice of the public hearing before Council has been provided in compliance with W.M.C. § 11-4-16(B) and the City Clerk has certified that the required notices to property owners were sent pursuant to W.M.C. §11-4-16(D).

d. That Council, having considered the recommendations of the Planning Commission, has completed a public hearing and has accepted and considered oral and written testimony on the requested amendment.

e. That the owners have met their burden of proving that the requested amendment will further the public good and will be in compliance with the overall purpose and intent of the Comprehensive Land Use Plan, particularly its policy on evaluating existing business park areas as to the need for retail and residential development to support primary employment in these areas.

Section 2. The City Council approves the requested amendment and authorizes City staff to make the necessary changes to the map of the Westminster Comprehensive Land Use Plan to change the land use designation of the property depicted on attached Exhibit B to "Retail Commercial."

Section 3. Severability: If any section, paragraph, clause, word or any other part of this Ordinance shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, such part deemed unenforceable shall not affect any of the remaining provisions.

Section 4. This ordinance shall take effect upon its passage after second reading.

Section 5. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 13th of March, 2006.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 27th day of March, 2006.

ATTEST:

City Clerk

Mayor

APPROVED AS TO LEGAL FORM:

City Attorney's Office

EXHIBIT A

Comprehensive Land Use Plan Amendment change from “Business Park” to “Retail Commercial” for:

Lot 4, Block 11, the Park Centre first replat, a resubdivision of a portion of the Park Centre Filing No. 1, a subdivision of a part of Section 33, Township 1 South, Range 68 West, 6th P.M., City of Westminster, County of Adams, State of Colorado, Recorded at Reception # B383379, containing approximately 2.86 acres.

CHAPTER 4

ZONING

- 11-4-1: ESTABLISHMENT OF DISTRICTS**
- 11-4-2: ZONING MAP**
- 11-4-3: ZONING MAP AMENDMENTS**
- 11-4-4: PERMITTED USES**
- 11-4-5: DENSITY SCHEDULE**
- 11-4-6: SPECIAL REGULATIONS**
- 11-4-7: PUD -- PLANNED UNIT DEVELOPMENT DISTRICT**
- 11-4-8: USES BY SPECIAL PERMIT**
- 11-4-9: APPLICATIONS FOR SPECIAL USE PERMITS**
- 11-4-10: HOME OCCUPATIONS**
- 11-4-11: ANTENNAS, TOWERS AND TELECOMMUNICATION FACILITIES**
- 11-4-12: SATELLITE EARTH STATIONS/SATELLITE DISH ANTENNAS**
- 11-4-13: ADULT BUSINESSES**
- 11-4-14: LAND USE REGULATIONS OF OIL & GAS OPERATIONS**
- 11-4-15: NON-CONFORMING USES**
- 11-4-16: ADOPTION, IMPLEMENTATION AND COMPLIANCE WITH COMPREHENSIVE LAND USE PLAN**

11-4-1: ESTABLISHMENT OF DISTRICTS. (2534) The City hereby establishes the following defined zoning districts:

- RE ONE-FAMILY RESIDENTIAL DISTRICT.** A residential district for large-lot single-family homes.
- R1 ONE-FAMILY RESIDENTIAL DISTRICT.** A residential district for medium-lot single-family homes.
- RA ONE-FAMILY RESIDENTIAL DISTRICT.** A residential district for single-family homes.
- R2 TWO-FAMILY RESIDENTIAL DISTRICT.** A residential district allowing a mix of single-family and duplex homes.
- R3 MULTIPLE-FAMILY RESIDENTIAL DISTRICT.** A residential district allowing a mix of single-family, duplex, and low-density multi-family dwellings.
- R4 MULTIPLE-FAMILY RESIDENTIAL DISTRICT.** A residential district allowing a mix of single-family, duplex, and low- and medium-density multi-family dwellings.
- R5 MOBILE HOME DISTRICT.** A residential district specifically tailored for mobile home parks.
- T1 TRANSITIONAL DISTRICT.** A mixed-use district allowing both office and residential uses.
- B1 BUSINESS DISTRICT.** A restricted retail and office district where no outside storage of goods and merchandise is allowed.
- C1 COMMERCIAL DISTRICT.** A retail and office district where outside storage of merchandise is permitted.
- C2 HEAVY COMMERCIAL DISTRICT.** A commercial district where more intensive activities and uses not compatible with residential and other business uses are allowed.
- M1 INDUSTRIAL DISTRICT.** A manufacturing and office district.

O1 OPEN DISTRICT. An agricultural and open district for providing an area of the City devoted to the production of agricultural crops and livestock, as well as preserving and protecting agricultural and non-urbanized areas until urbanization is warranted and the appropriate change in district classification is made.

PUD PLANNED UNIT DEVELOPMENT DISTRICT. A district where a maximum amount of flexibility is allowed in order to create a unified, innovative approach to mixed use design.

11-4-2: ZONING MAP: (2534) A record of the boundaries and zoning classification of all districts established pursuant to this Chapter shall be maintained by the Planning Manager, which record is by reference hereby made a part of this Title.

In the event uncertainty shall be deemed to exist concerning the boundary of any district shown on the zoning district map and the uncertainty cannot be resolved by reference to the applicable zoning ordinance, district boundaries shall be on section lines, lot lines, the centerlines of highways, streets, alleys, railroad rights-of-way, channelized waterways such as streams, or other lines to be determined by the Planning Manager.

11-4-3: ZONING AMENDMENTS: (2534) Zoning amendments shall be as authorized in accordance with Chapter 5 of this Title. All requests for rezoning must be in compliance with the City's Comprehensive Plan.

11-4-4: PERMITTED USES: (2534 2896 2975) This section lists the permitted uses in specific zoning districts. The table of permitted uses which follows lists the permitted uses within each corresponding district, excluding the Planned Unit Development District, PUD. Uses permitted pursuant to this section do not extend to that area included in the "Westminster Urban Renewal Plan." Uses permitted in that area shall be governed by the Plan. The listing of a use as being permitted in any particular district shall be deemed to be an exclusion of such use from any other district unless the use is specifically permitted in such other district. Uses are permitted only insofar as they are not prohibited or in conflict with other provisions of this Chapter or the City's Comprehensive Plan. In the event of any conflict or inconsistency between this section and the City's Comprehensive Plan, the Comprehensive Plan shall control.

ZONING DISTRICTS

<u>RESIDENTIAL USES:</u>	<u>RE</u>	<u>R1</u>	<u>RA</u>	<u>R2</u>	<u>R3</u>	<u>R4</u>	<u>R5</u>	<u>T1</u>	<u>B1</u>	<u>C1</u>	<u>C2</u>	<u>M1</u>	<u>O1</u>
<u>One-Family Dwellings</u>	<u>RE</u>	<u>R1</u>	<u>RA</u>	<u>R2</u>	<u>R3</u>	<u>R4</u>		<u>T1</u>					<u>O1</u>
<u>Two-Family Dwellings</u>				<u>R2</u>	<u>R3</u>	<u>R4</u>		<u>T1</u>					
<u>Multi-Family Dwellings</u>					<u>R3</u>	<u>R4</u>		<u>T1</u>					
<u>Boarding & Rooming Houses</u>						<u>R4</u>		<u>T1</u>	<u>B1</u>				
<u>Rest, Convalescent, & Nursing Homes</u>					<u>R3</u>	<u>R4</u>		<u>T1</u>					
<u>Mobile Home Parks</u>							<u>R5</u>						
<u>GENERAL USES:</u>													
<u>Public Utilities</u>	<u>RE</u>	<u>R1</u>	<u>RA</u>	<u>R2</u>	<u>R3</u>	<u>R4</u>	<u>R5</u>	<u>T1</u>	<u>B1</u>	<u>C1</u>	<u>C2</u>	<u>M1</u>	<u>O1</u>
Temporary Construction & Real Estate <u>Buildings</u>	<u>RE</u>	<u>R1</u>	<u>RA</u>	<u>R2</u>	<u>R3</u>	<u>R4</u>	<u>R5</u>	<u>T1</u>	<u>B1</u>	<u>C1</u>	<u>C2</u>	<u>M1</u>	<u>O1</u>
All Uses Owned & Operated by <u>the City</u>	<u>RE</u>	<u>R1</u>	<u>RA</u>	<u>R2</u>	<u>R3</u>	<u>R4</u>	<u>R5</u>	<u>T1</u>	<u>B1</u>	<u>C1</u>	<u>C2</u>	<u>M1</u>	<u>O1</u>
Radio and Television Towers and <u>Microwave Transmission</u>	<u>RE</u>	<u>R1</u>	<u>RA</u>	<u>R2</u>	<u>R3</u>	<u>R4</u>	<u>R5</u>	<u>T1</u>	<u>B1</u>	<u>C1</u>	<u>C2</u>	<u>M1</u>	<u>O1</u>
<u>Public Schools</u>	<u>RE</u>	<u>R1</u>	<u>RA</u>	<u>R2</u>	<u>R3</u>	<u>R4</u>	<u>R5</u>	<u>T1</u>	<u>B1</u>	<u>C1</u>	<u>C2</u>	<u>M1</u>	<u>O1</u>

ZONING DISTRICTS**OFFICE AND SIMILAR USES:**

	RE	R1	RA	R2	R3	R4	R5	T1	B1	C1	C2	M1	O1
<u>Accounting, Bookkeeping</u>								<u>T1</u>	<u>B1</u>	<u>C1</u>	<u>C2</u>	<u>M1</u>	
<u>Addressing/Mailing Service</u>								<u>T1</u>	<u>B1</u>	<u>C1</u>	<u>C2</u>	<u>M1</u>	
<u>Administrative Office</u>								<u>T1</u>	<u>B1</u>	<u>C1</u>	<u>C2</u>	<u>M1</u>	
<u>Adoption Agency</u>								<u>T1</u>	<u>B1</u>	<u>C1</u>	<u>C2</u>	<u>M1</u>	
<u>Advertising Office</u>								<u>T1</u>	<u>B1</u>	<u>C1</u>	<u>C2</u>	<u>M1</u>	
<u>Aerobics, Ballet, Dance, Exercise Instruction, and Classes</u>								<u>T1</u>	<u>B1</u>	<u>C1</u>	<u>C2</u>	<u>M1</u>	
<u>Appraisal Service</u>								<u>T1</u>	<u>B1</u>	<u>C1</u>	<u>C2</u>	<u>M1</u>	
<u>Architecture, Landscape Architecture, Planning, Design Office</u>								<u>T1</u>	<u>B1</u>	<u>C1</u>	<u>C2</u>	<u>M1</u>	
<u>Bank & Financial Institution</u>								<u>T1</u>	<u>B1</u>	<u>C1</u>	<u>C2</u>	<u>M1</u>	
<u>Counseling/Consulting Service</u>								<u>T1</u>	<u>B1</u>	<u>C1</u>	<u>C2</u>	<u>M1</u>	
<u>Credit/Collection Agency</u>								<u>T1</u>	<u>B1</u>	<u>C1</u>	<u>C2</u>	<u>M1</u>	
<u>Data Processing Service</u>								<u>T1</u>	<u>B1</u>	<u>C1</u>	<u>C2</u>	<u>M1</u>	
<u>Detective Agency</u>								<u>T1</u>	<u>B1</u>	<u>C1</u>	<u>C2</u>	<u>M1</u>	
<u>Employment Agency</u>								<u>T1</u>	<u>B1</u>	<u>C1</u>	<u>C2</u>	<u>M1</u>	
<u>Engineering & Technical Office</u>								<u>T1</u>	<u>B1</u>	<u>C1</u>	<u>C2</u>	<u>M1</u>	
<u>Entertainment Services Office</u>								<u>T1</u>	<u>B1</u>	<u>C1</u>	<u>C2</u>	<u>M1</u>	
<u>Fraternal & Service Club</u>								<u>T1</u>	<u>B1</u>	<u>C1</u>	<u>C2</u>	<u>M1</u>	
<u>Insurance Office, Sales, & Adjustors</u>								<u>T1</u>	<u>B1</u>	<u>C1</u>	<u>C2</u>	<u>M1</u>	
<u>Legal Service</u>								<u>T1</u>	<u>B1</u>	<u>C1</u>	<u>C2</u>	<u>M1</u>	
<u>Medical/Dental/Veterinary Office and Clinic</u>								<u>T1</u>	<u>B1</u>	<u>C1</u>	<u>C2</u>	<u>M1</u>	
<u>Military Recruiting</u>								<u>T1</u>	<u>B1</u>	<u>C1</u>	<u>C2</u>	<u>M1</u>	
<u>News Office</u>								<u>T1</u>	<u>B1</u>	<u>C1</u>	<u>C2</u>	<u>M1</u>	
<u>Real Estate Office</u>								<u>T1</u>	<u>B1</u>	<u>C1</u>	<u>C2</u>	<u>M1</u>	
<u>Radio/TV/Recording Studio</u>								<u>T1</u>	<u>B1</u>	<u>C1</u>	<u>C2</u>	<u>M1</u>	
<u>Research & Testing Laboratory</u>								<u>T1</u>	<u>B1</u>	<u>C1</u>	<u>C2</u>	<u>M1</u>	
<u>Training Service</u>								<u>T1</u>	<u>B1</u>	<u>C1</u>	<u>C2</u>	<u>M1</u>	

BUSINESS AND COMMERCIAL USES:

	RE	R1	RA	R2	R3	R4	R5	T1	B1	C1	C2	M1	O1
<u>Antique Shop</u>										<u>C1</u>	<u>C2</u>		
<u>Apparel & Accessory Store</u>									<u>B1</u>	<u>C1</u>	<u>C2</u>		
<u>Artist's Studios/Art Galleries</u>									<u>B1</u>	<u>C1</u>	<u>C2</u>		
<u>Arts & Crafts/Drafting Supply</u>									<u>B1</u>	<u>C1</u>	<u>C2</u>		
<u>Assembly Halls & Event Centers including churches for Private Functions such as Weddings, Receptions, Conferences & Meetings)</u>										<u>C1</u>	<u>C2</u>		
<u>Audio/Visual Sales, Service & Parts Store</u>										<u>C1</u>	<u>C2</u>	<u>M1</u>	
<u>Automobile Accessory Store</u>									<u>B1</u>	<u>C1</u>	<u>C2</u>		
<u>Automobile, Boat, Camper & Recreational Vehicle Showrooms for the purposes of lease only, without parts, service, outdoor storage, or operational demonstrations</u>									<u>B1</u>	<u>C1</u>	<u>C2</u>	<u>M1</u>	
<u>Automotive & Heavy Equipment Rental</u>											<u>C2</u>	<u>M1</u>	
<u>Automotive Wash Facility</u>										<u>C1</u>	<u>C2</u>	<u>M1</u>	
<u>Automotive Rental Office</u> 1)limited to 1.5 vehicles per 100 square feet of leases space With a maximum of 20 vehicles 2) Vehicles must be in good condition (mechanically & exterior) 3) no car wash, maintenance or repair facilities 4) limited to 1 office per shopping center										<u>C1</u>	<u>C2</u>	<u>M1</u>	
<u>Bakeries</u>									<u>B1</u>	<u>C1</u>	<u>C2</u>		
<u>Bar/Nightclub/Tavern</u>									<u>B1</u>	<u>C1</u>	<u>C2</u>		
<u>Barber & Beauty Shop</u>								<u>B1</u>	<u>C1</u>	<u>C2</u>			
<u>Beauty Supply Sales</u>									<u>B1</u>	<u>C1</u>	<u>C2</u>		
<u>Bed & Bath Shop</u>									<u>B1</u>	<u>C1</u>	<u>C2</u>		

ZONING DISTRICTS (continued)

BUSINESS AND COMMERCIAL USES:	RE	R1	RA	R2	R3	R4	R5	T1	B1	C1	C2	M1	O1
<u>Bingo Establishment/Social Gaming Outlet</u>											C2		
Book/Magazine/News Dealer, Excluding Dealers Selling Goods Not Available To All Ages									B1	C1	C2		
<u>Bulk Fuel Sales</u>											C2	M1	
<u>Camera & Photographic Supply</u>									B1	C1	C2		
<u>Carpet & Rug Store</u>									B1	C1	C2		
<u>China & Glassware</u>									B1	C1	C2		
<u>Cleaning/Laundry/Tailor/Fur Storage</u>									B1	C1	C2		
<u>Computer Hardware, Software, and Accessories</u>									B1	C1	C2		
<u>Costume Sales & Rental</u>									B1	C1	C2		
<u>Custom Crafts/Ceramics/Stained Glass</u>									B1	C1	C2		
<u>Department/Variety/Catalog Store</u>									B1	C1	C2		
<u>Draperies & Window Coverings</u>									B1	C1	C2		
<u>Drug Store</u>									B1	C1	C2		
<u>Fabric Store</u>									B1	C1	C2		
<u>Fast Food Restaurant/Snacks</u>									B1	C1	C2		
<u>Florist & Plant Shop</u>									B1	C1	C2		
<u>Food Store</u>									B1	C1	C2		
<u>Funeral Home/Mortuary</u>										C1	C2		
<u>Furniture/Appliance Store</u>									B1	C1	C2		
<u>Furniture/Equipment Rental for Home Use Only</u>									B1	C1	C2		
<u>Gasoline Station/Convenience Store</u>									B1	C1	C2	M1	
<u>General Automobile Repair</u>											C2	M1	
<u>General Repair Shop</u>											C2	M1	
Gifts/Novelties/Souvenirs, Excluding Dealers Selling Goods Not Available to All Ages									B1	C1	C2		
<u>Greenhouse</u>											C2	M1	O1
<u>Hardware</u>									B1	C1	C2		
<u>Home Furnishing/Home Improvement Centers</u>									B1	C1	C2		
<u>Hotel/Motel/Resort</u>										C1	C2		
Indoor Entertainment Establishments including Amusement Centers, Bowling, Billiards, Movie Theaters, & Similar Uses									B1	C1	C2		
<u>Jewelry/Watch & Clock/Watch & Clock Repair Store</u>									B1	C1	C2		
<u>Kitchen, Cookware Store</u>									B1	C1	C2		
<u>Lawn & Garden Store</u>									B1	C1	C2		
<u>Leather Goods & Luggage Store</u>									B1	C1	C2		
<u>Liquor Store</u>									B1	C1	C2		
<u>Massage Therapist</u>									B1	C1	C2		
<u>Medical Equipment</u>									B1	C1	C2		
<u>Motor Vehicle, Recreational Vehicle, & Commercial Equipment Dealer</u> , including Automobile, Aircraft, Boats, Campers, Mobile Homes, Trucks, Trailers, Heavy Equipment, Construction Equipment & Farm Implements -- New or Used											C2	M1	
<u>Music, Records, Tapes, Video Sales & Rental</u>						B1	C1	C2					
<u>Office Furnishings & Supply/Typewriter Sales & Service</u>									B1	C1	C2		
<u>Optical Store</u>									B1	C1	C2		
<u>Outdoor Entertainment Establishment</u>											C2		
<u>Packaging & Postal Substation</u>									B1	C1	C2		
<u>Paint & Wallpaper Store</u>									B1	C1	C2		
<u>Pawn Shop</u>											C2		
<u>Pet Store/Pet Grooming</u>									B1	C1	C2		
<u>Photography/Processing Studio</u>									B1	C1	C2		
<u>Print Shop</u>									B1	C1	C2		
<u>Restaurants</u>									B1	C1	C2		

Saddle & Tack Store B1 C1 C2

BUSINESS AND COMMERCIAL USES: RE R1 RA R2 R3 R4 R5 T1 B1 C1 C2 M1 O1

Shoe Sales/Repair B1 C1 C2
Sporting Goods B1 C1 C2
Stationery & Card Shop B1 C1 C2
Tanning Salon B1 C1 C2
Toy/Hobby Store B1 C1 C2
Travel Agency B1 C1 C2
TV & Electronic Appliance Repair B1 C1 C2
Used Merchandise/Thrift Store
--All Types Except Used Motor Vehicle Parts C2
Used Motor Vehicle Parts M1
Variety Store B1 C1 C2
Wholesale & Commercial Heating, Plumbing, Electrical,
Lumber, & Building Equipment & Material C2 M1

INDUSTRIAL USES: RE R1 RA R2 R3 R4 R5 T1 B1 C1 C2 M1 O1

Auto Body Repair and Paint Shops, Auto Auction M1
Builders Supply Yards, Sale of Lumber & Construction Products M1
Commercial Printing Establishment M1
Frozen Food Lockers, Ice, & Cold Storage Plants M1
Furniture Refinishing M1
General Contractor Storage M1
Machine & Woodworking Shop M1
Printing and Publishing M1
Professional, Scientific, & Control Instrument Manufacturing M1
Recycling Operations M1
Retail Sales in Conjunction with Warehousing,
Wholesale Business M1
Sales of Agricultural, Equipment, Heavy Machinery M1
Secondary Product Manufacturing, Processing, Fabrication,
and Assembly M1
Warehousing, Mini Warehousing, Storage, & Freight M1
Wholesale Business With Stock M1

OPEN AND AGRICULTURAL USES: RE R1 RA R2 R3 R4 R5 T1 B1 C1 C2 M1 O1

Crop Production, Dairy Farming, Pasture & Raising of
Livestock but Excluding Feedlots O1
Gravel, Mineral, Sand Extraction Upon Permit Granted Pursuant to this Code O1
Nurseries T1 M1 O1
Private Country Clubs RE R1 RA R2 R3 R4 R5 T1 B1 C1 C2 M1 O1
Public or Private Golf Courses RE R1 RA R2 R3 R4 R5 T1 B1 C1 C2 M1 O1
Riding Stables & Academies O1
Water Reservoirs O1

11-4-5: DENSITY SCHEDULE: (2534 2841 2975) Subject to the provisions of section 11-4-6, the following regulations shall apply to lot area, lot width, lot frontage, lot depth, height, building setbacks, floor area, and coverage of lots and structures in all zoning districts except Planned Unit Development. In the event of any conflict or inconsistency between this section and the City's Comprehensive Plan, the Comprehensive Plan shall control.

	RE	R1	RA	R2	R3	R4	R5	T1	B1	C1&C2	M1	O1
Minimum Lot Area/Sq. Feet:	<u>9000</u>	<u>7700</u>	<u>7000</u>	<u>9000</u>	<u>9000</u>	<u>9000</u>	(d)	<u>9000</u>	(a)	(a)	(a)	(a)
Maximum Density/Dwelling Units Per Acre:	(a)	(a)	(a)	(a)	<u>14.5</u>	<u>22.0</u>	(d)	<u>14.5</u>	(a)	(a)	(a)	<u>0.1</u>
Minimum Lot Width:												
Interior	70'	70'	70'	75'	75'	75'	(d)	75'	(a)	(a)	(a)	(a)
Corner	<u>85'</u>	<u>85'</u>	<u>85'</u>	<u>85'</u>	<u>85'</u>	<u>85'</u>	(d)	<u>85'</u>	(a)	(a)	(a)	<u>200'</u>
Add. Lot Frontages For Each Unit in Excess of Two on Grade Level:	(a)	(a)	(a)	(a)	<u>10'</u>	<u>10'</u>	(d)	<u>10'</u>	(a)	(a)	(a)	(a)
Minimum Lot Depth:	<u>100'</u>	<u>100'</u>	<u>100'</u>	<u>100'</u>	<u>100'</u>	<u>100'</u>	(d)	<u>100'</u>	(a)	(a)	(a)	<u>200'</u>
Minimum Front Setback -- Principal Building:	30'	30'	30'	30'	25'	25'	(d)	25'	30'	30'	30'	30'
Minimum Side Setback; Interior Lot -- Principal Building:	7'	5'	5'	5'	5'	5'	(d)	5'	(b)	(b)	40'	30'
Minimum Total -- Both Side Setbacks:	<u>20'</u>	<u>15'</u>	<u>15'</u>	<u>12'</u>	<u>12'</u>	<u>12'</u>	(d)	<u>12'</u>	(a)	(a)	(a)	(a)
Minimum Side Setback; Corner Lot/Side Street -- Principal Building:	15'	15'	15'	15'	15'	15'	(d)	15'	30'	30'	30'	30'
Minimum Side Setback; Reverse Corner Lot -- Principal Building:	30'	30'	30'	30'	25'	25'	(d)	25'	15'	15'	30'	30'
Minimum Rear Setback -- Principal Building:	20'	20'	20'	20'	20'	20'	(d)	20'	(c)	(c)	(c)	30'
Maximum Lot Coverage; Percent of Total Area -- Principal Building:	30%	30%	30%	30%	30%	30%	(d)	30%	(a)	(a)	(a)	5%
Accessory Building (e):	<u>10%</u>	<u>10%</u>	<u>10%</u>	<u>15%</u>	<u>10%</u>	<u>10%</u>	(d)	<u>10%</u>	(a)	(a)	(a)	<u>10%</u>
Maximum Building Height -- Principal Building:	25'	25'	25'	25'	35'	35'	(d)	35'	65'	65'	65'	25'
Minimum Floor Area/SF Per Dwelling Unit --	<u>1200</u>	<u>1000</u>	<u>850</u>	<u>600</u>	<u>450</u>	<u>600</u>	(d)	<u>450</u>	(a)	(a)	(a)	<u>1200</u>

(a) None, none required, or not applicable.

(b) None required unless adjacent to residential district. In such cases, minimum side setbacks shall be the same as those of the adjacent residential area.

(c) Twenty feet from the center of an alley or rear lot line, whichever is less.

(d) Licensed and permitted in accordance with this Code.

Criteria and Standards for Land Use Applications

Comprehensive Land Use Plan Amendments

- The owner/applicant has “the burden of proving that the requested amendment is in the public good and in compliance with the overall purpose and intent of the Comprehensive Land Use Plan...” (WMC 11-4-16(D.4)).
- Demonstrate that there is justification for the proposed change and that the Plan is in need of revision as proposed;
- Be in conformance with the overall purpose, intent, and policies of the Plan;
- Be compatible with the existing and surrounding land uses; and
- Not result in excessive detrimental impacts to the City’s existing or planned infrastructure systems, or the applicant must provide measures to mitigate such impacts to the satisfaction of the City (Page VI-5 of the CLUP).

Approval of Planned Unit Development (PUD), Preliminary Development Plan (PDP) and Amendments to Preliminary Development Plans (PDP)

11-5-14: STANDARDS FOR APPROVAL OF PLANNED UNIT DEVELOPMENTS, PRELIMINARY DEVELOPMENT PLANS AND AMENDMENTS TO PRELIMINARY DEVELOPMENT PLANS: (2534)

(A) In reviewing an application for approval of a Planned Unit Development and its associated Preliminary Development Plan or an amended Preliminary Development Plan, the following criteria shall be considered:

1. The Planned Unit Development (PUD) zoning and the proposed land uses therein are in conformance with the City's Comprehensive Plan and all City Codes, ordinances, and policies.
2. The PUD exhibits the application of sound, creative, innovative, and efficient planning principles.
3. Any exceptions from standard code requirements or limitations are warranted by virtue of design or special amenities incorporated in the development proposal and are clearly identified on the Preliminary Development Plan.
4. The PUD is compatible and harmonious with existing public and private development in the surrounding area.
5. The PUD provides for the protection of the development from potentially adverse surrounding influences and for the protection of the surrounding areas from potentially adverse influence from within the development.
6. The PUD has no significant adverse impacts upon existing or future land uses nor upon the future development of the immediate area.
7. Streets, driveways, access points, and turning movements are designed in a manner that promotes safe, convenient, and free traffic flow on streets without interruptions and in a manner that creates minimum hazards for vehicles and pedestrian traffic.
8. The City may require rights-of-way adjacent to existing or proposed arterial or collector streets, any easements for public utilities and any other public lands to be dedicated to the City as a condition to approving the PDP. Nothing herein shall preclude further public land dedications as a condition to ODP or plat approvals by the City.

9. Existing and proposed utility systems and storm drainage facilities are adequate to serve the development and are in conformance with overall master plans.
10. Performance standards are included that insure reasonable expectations of future Official Development Plans being able to meet the Standards for Approval of an Official Development Plan contained in section 11-5-15.
11. The applicant is not in default or does not have any outstanding obligations to the City.

(B) Failure to meet any of the above-listed standards may be grounds for denial of an application for Planned Unit Development zoning, a Preliminary Development Plan or an amendment to a Preliminary Development Plan.

Zoning or Rezoning to a Zoning District Other Than a Planned Unit Development (PUD)

11-5-3: STANDARDS FOR APPROVAL OF ZONINGS AND REZONINGS: (2534)

(A) The following criteria shall be considered in the approval of any application for zoning or rezoning to a zoning district other than a Planned Unit Development:

1. The proposed zoning or rezoning is in conformance with the City's Comprehensive Plan and all City policies, standards and sound planning principles and practice.
2. There is either existing capacity in the City's street, drainage and utility systems to accommodate the proposed zoning or rezoning, or arrangements have been made to provide such capacity in a manner and timeframe acceptable to City Council.

City Initiated Rezoning

(B) The City may initiate a rezoning of any property in the City without the consent of the property owner, including property annexed or being annexed to the City, when City Council determines, as part of the final rezoning ordinance, any of the following:

1. The current zoning is inconsistent with one or more of the goals or objectives of the City's Comprehensive Land Use Plan.
2. The current zoning is incompatible with one or more of the surrounding land uses, either existing or approved.
3. The surrounding development is or may be adversely impacted by the current zoning.
4. The City's water, sewer or other services are or would be significantly and negatively impacted by the current zoning and the property is not currently being served by the City.

Official Development Plan (ODP) Application

11-5-15: STANDARDS FOR APPROVAL OF OFFICIAL DEVELOPMENT PLANS AND AMENDMENTS TO OFFICIAL DEVELOPMENT PLANS: (2534)

(A) In reviewing an application for the approval of an Official Development Plan or amended Official Development Plan the following criteria shall be considered:

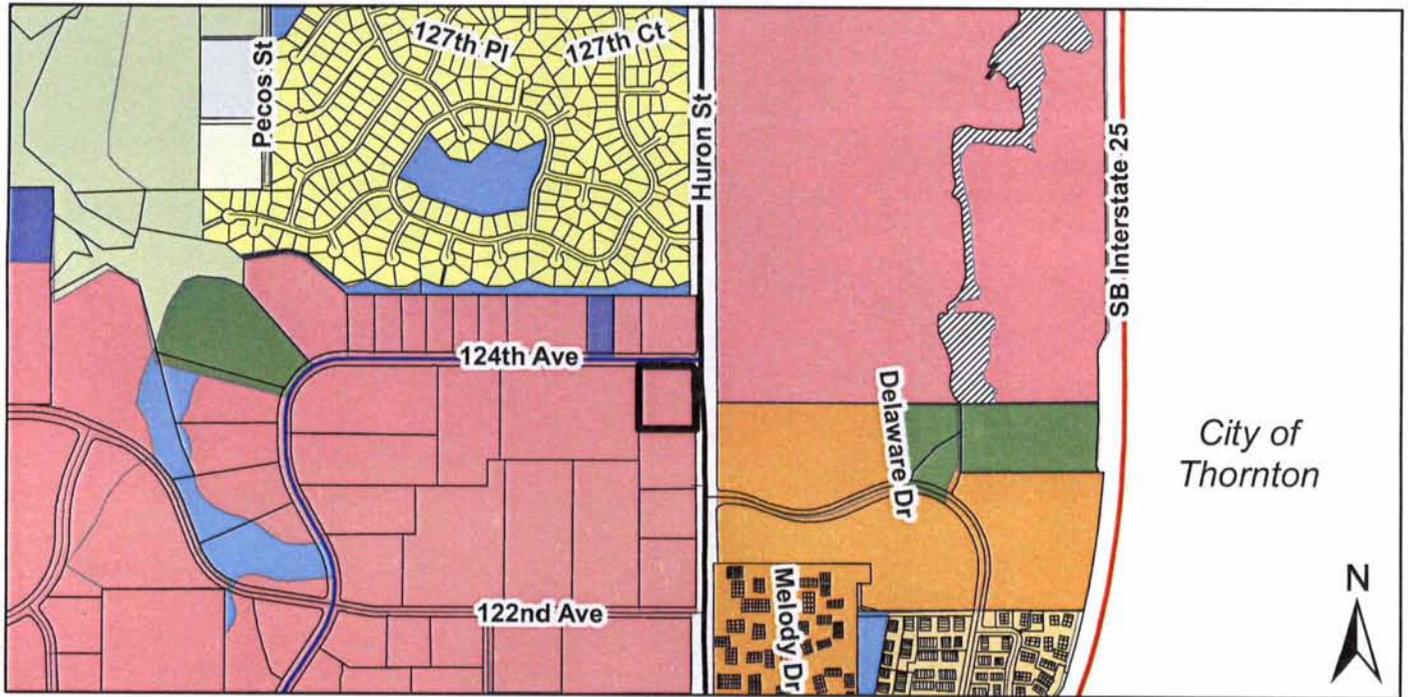
1. The plan is in conformance with all City Codes, ordinances, and policies.
2. The plan is in conformance with an approved Preliminary Development Plan or the provisions of the applicable zoning district if other than Planned Unit Development (PUD).
3. The plan exhibits the application of sound, creative, innovative, or efficient planning and design principles.
4. For Planned Unit Developments, any exceptions from standard code requirements or limitations are warranted by virtue of design or special amenities incorporated in the development proposal and are clearly identified on the Official Development Plan.

5. The plan is compatible and harmonious with existing public and private development in the surrounding area.
6. The plan provides for the protection of the development from potentially adverse surrounding influences and for the protection of the surrounding areas from potentially adverse influence from within the development.
7. The plan has no significant adverse impacts on future land uses and future development of the immediate area.
8. The plan provides for the safe, convenient, and harmonious grouping of structures, uses, and facilities and for the appropriate relation of space to intended use and structural features.
9. Building height, bulk, setbacks, lot size, and lot coverages are in accordance with sound design principles and practice.
10. The architectural design of all structures is internally and externally compatible in terms of shape, color, texture, forms, and materials.
11. Fences, walls, and vegetative screening are provided where needed and as appropriate to screen undesirable views, lighting, noise, or other environmental effects attributable to the development.
12. Landscaping is in conformance with City Code requirements and City policies and is adequate and appropriate.
13. Existing and proposed streets are suitable and adequate to carry the traffic within the development and its surrounding vicinity.
14. Streets, parking areas, driveways, access points, and turning movements are designed in a manner promotes safe, convenient, promotes free traffic flow on streets without interruptions and in a manner that creates minimum hazards for vehicles and or pedestrian traffic.
15. Pedestrian movement is designed in a manner that forms a logical, safe, and convenient system between all structures and off-site destinations likely to attract substantial pedestrian traffic.
16. Existing and proposed utility systems and storm drainage facilities are adequate to serve the development and are in conformance with the Preliminary Development Plans and utility master plans.
17. The applicant is not in default or does not have any outstanding obligations to the City.

(B) Failure to meet any of the above-listed standards may be grounds for denial of an Official Development Plan or an amendment to an Official Development Plan.

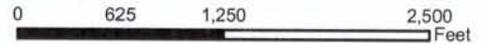
EXHIBIT B

CLUP Designation

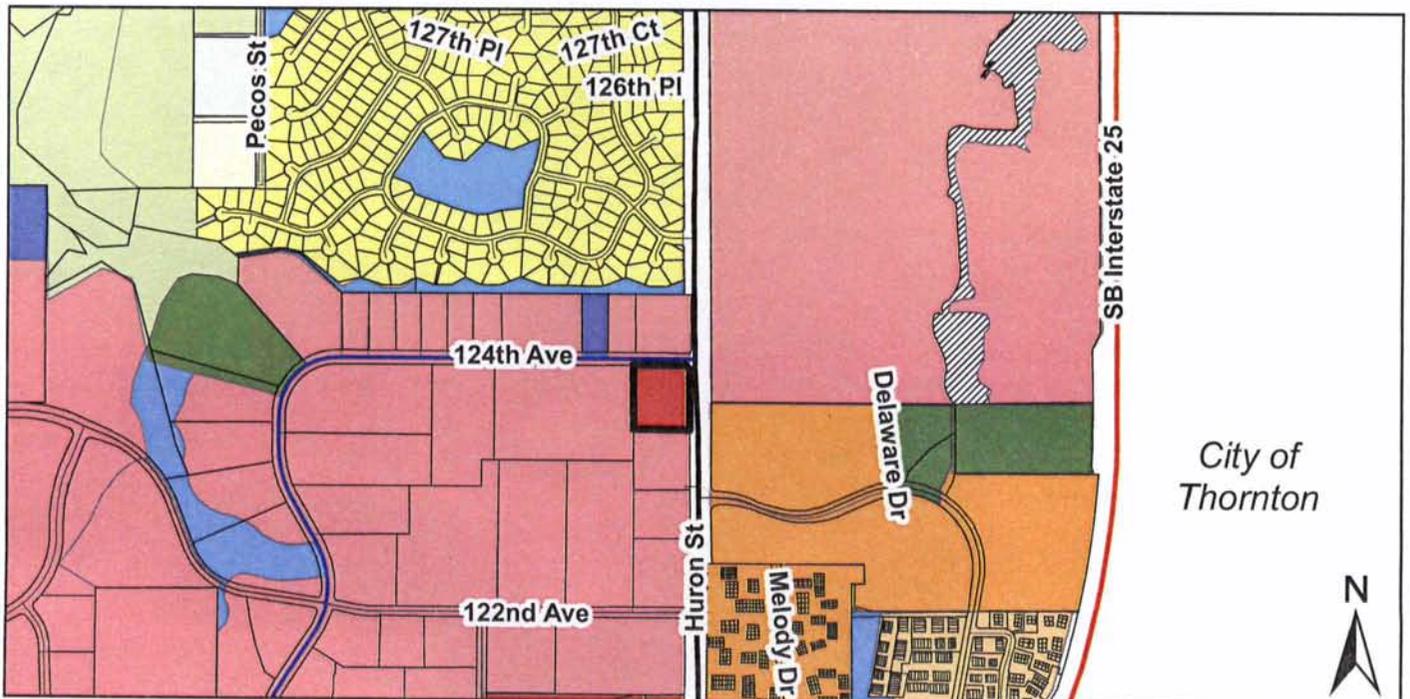


LEGEND			
R-1	R-18	Office/Residential	Private Parks/Open Space
R-2.5	Retail Commercial	District Center	Golf Courses
R-3.5	Office	Traditional Mixed Use	Public/Quasi Public
R-5	Industrial	City Owned Open Space	N.E. Comprehensive Dev. Plan
R-8	Business Park	Public Parks	Major Creek Corridor Non Public

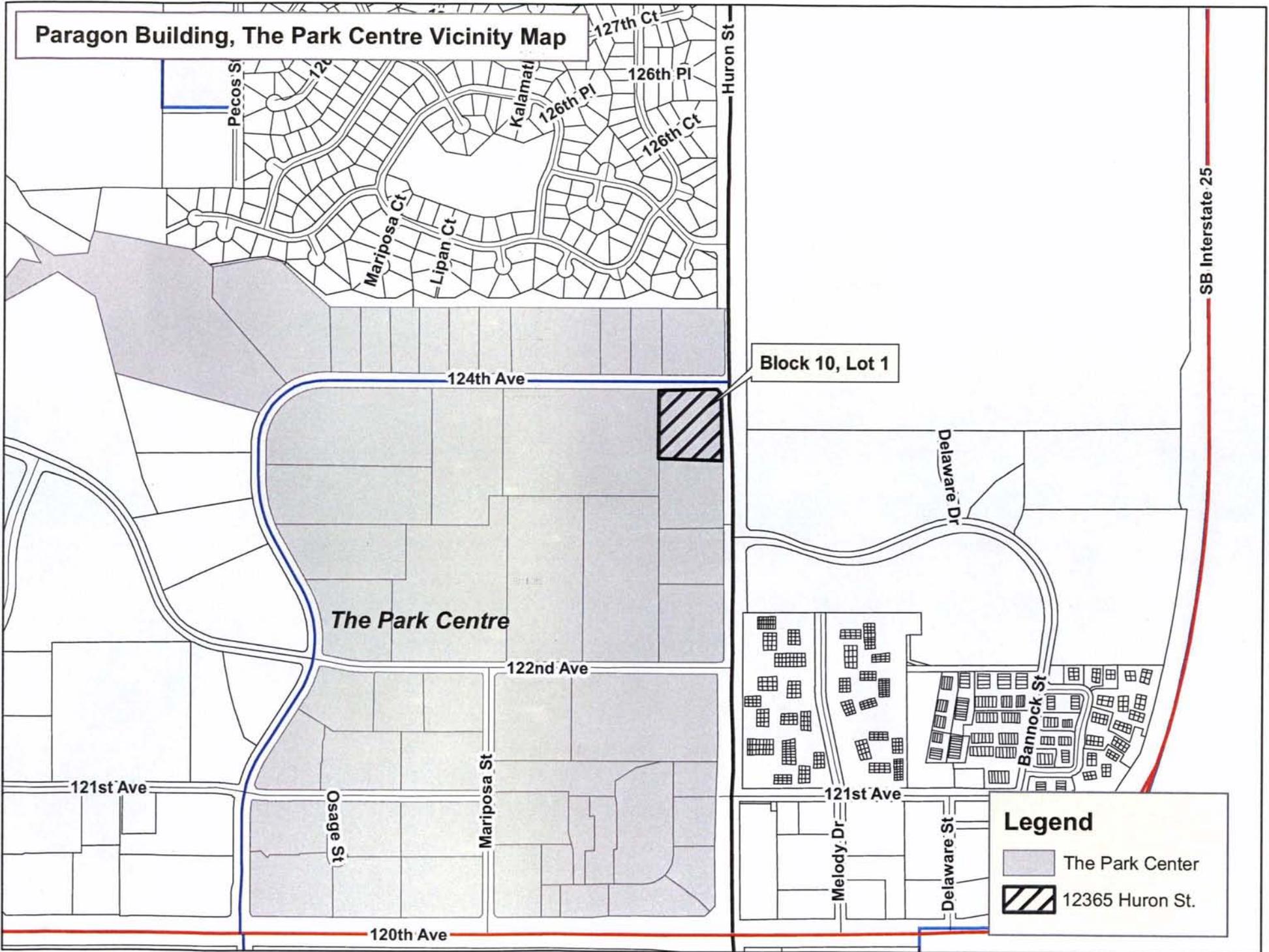
Description of Change: Business Park to Retail Commercial



New CLUP Designation



Paragon Building, The Park Centre Vicinity Map





Agenda Item 10 D

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
March 13, 2006



SUBJECT: Councillors Bill No. 14 re Parks, Recreation and Libraries Advisory Board

Prepared By: William Walenczak, Director of Parks, Recreation and Libraries

Recommended City Council Action

Pass Councillor's Bill No. 14 on first reading creating a City of Westminster Parks, Recreation and Libraries Advisory Board by combining the Library Advisory Board with the Parks and Recreation Advisory Board.

Summary Statement

- On January 11, 2006, City Staff met with members of the Library Advisory Board to discuss the possibility of merging the Library Board with the Parks and Recreation Advisory Board.
- On January 19, 2006, City Staff met with the Parks and Recreation Advisory Board to discuss the same issue.
- Results of both meetings were very positive with six of the then seven members of the Library Board and all three current members of the Parks and Recreation Board voicing support for such a merger.
- The new chapter of the Municipal Code will combine the responsibilities of both Boards.
- City Staff also recommends adding additional responsibilities to the combined Board that include reviewing applications for special needs passes, instituting a Secret Shopper Program and, upon request by the Director, reviewing complaints from the public with advice for Staff on actions to take.
- The combination of the two Boards will be a more productive arrangement for both Board members and Staff.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Should City Council eliminate the Library Advisory Board and the Parks and Recreation Advisory Board, respectively, and combine the Boards into one Parks, Recreation and Libraries Advisory Board?

Alternatives

1. City Council could decide to not combine the Boards and leave things as they are.
2. City Council could decide to eliminate one or both Boards.

Background Information

The Library Advisory Board was established in 1960 and the Parks and Recreation Advisory Board was established in 1994. In 1989-90, the Library Department was merged with the Department of Parks and Recreation to form the Department of Parks, Recreation and Libraries. Since that time, the Department has flourished with several new Parks, Recreation, and Library facilities and services throughout the community. Since its merger with Parks and Recreation, the Library Division has risen steadily in the biennial citizen's survey to become one of the top City services in the opinion of residents. The original fear by library supporters that the library would be lost as part of a larger department has proven to be unwarranted with the construction of College Hill Library, Irving Street Library, and expanded services to the community.

The majority of Library Board members reflected this same sentiment recently at their meeting of January 11, 2006. Six of the then seven members indicated support for such a merger. The Parks and Recreation Board members likewise indicated support.

As mentioned in a previous Staff Report dated December 3, 2005, Staff would recommend offering all members of both boards (presently totaling nine) positions on the new Board. Then, as members resign through attrition, Staff would also recommend reducing the size down to seven members with one alternate. The Councillor's Bill would combine the duties of both Boards so as to not dilute the overall responsibilities of each group and make necessary conforming amendments to the Code.

Respectfully submitted,

J. Brent McFall
City Manager

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **14**

SERIES OF 2006

INTRODUCED BY COUNCILLORS

A BILL

**FOR AN ORDINANCE AMENDING THE WESTMINSTER MUNICIPAL CODE CREATING A
PARKS, RECREATION AND LIBRARIES ADVISORY BOARD**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Title II, Chapter 4, W.M.C., is hereby REPEALED AND REENACTED as follows:

CHAPTER 4

PARKS, RECREATION AND LIBRARIES ADVISORY BOARD

2-4-1: CREATION

2-4-2: ADVISORY MEMBERS

2-4-3: POWERS AND DUTIES

2-4-4: MEETINGS

2-4-5: BYLAWS

2-4-6: ACTING CHAIRPERSON; QUORUM

2-4-1: CREATION: There is hereby created a Parks, Recreation and Library Advisory Board referred to as "the Board." Six (6) existing members of the former Library Board and three (3) existing members of the former Parks and Recreation Board shall be offered board seats on the newly-created Parks, Recreation and Libraries Advisory Board. However, through attrition, the Board shall be eventually reduced to seven (7) members and one (1) alternate member.

2-4-2: ADVISORY MEMBERS: The Director of Parks, Recreation and Libraries and one (1) member of the City Council, to be appointed by the Mayor, shall be advisory members of the Parks, Recreation and Libraries Advisory Board, who shall have the right to participate in all meetings of the Board; except that, they shall not have the right to vote.

2-4-3: POWERS AND DUTIES: The powers of the Parks, Recreation and Libraries Advisory Board shall be advisory only, and the Board shall have the following duties:

(A) To assist Staff and Council in the promotion of the Parks, Recreation and Libraries Department and its services to the community, and in the evaluation of the Department's mission, roles and services in response to community need;

(B) To obtain feedback from the community and make recommendations to the Director of Parks, Recreation and Libraries regarding the City's long-range plan for the development, maintenance and improvements of Parks, Recreation and Libraries facilities, programs and services;

(C) To advise Staff, with Council's approval, on the administration of such gifts of money, or property, or endowments as may be granted to and accepted by the Council for parks, recreation and library purposes and to take such steps as the Board may deem feasible to encourage gifts in support of the City's parks, recreation and library programs and to administer a grant-in-aid program directed at individuals who would be unable, due to financial considerations, to participate in parks, recreation and libraries programs;

(D) When asked by the Director to evaluate applications for special need passes to City recreation facilities by the public and to recommend approval or denial.

- (E) To review requests by the public for the removal of library materials; materials will be removed from the Library's collections upon unanimous approval of the Board;
- (F) To recommend for City Council adoption a schedule of fines and penalties to be imposed for the failure of any person to return materials in a period prescribed by the Director of Parks, Recreation and Libraries or damaging any books, periodicals, other materials or Library facilities;
- (G) Upon request by the Director of Parks, Recreation and Libraries, the Board shall review and make recommendations on any Parks, Recreation and Libraries' fee or charge in an amount that exceeds the approval authority of the City Manager;
- (H) To administer the City's Neighborhood Enhancement Program in any and all aspects as may be necessary to meet the goals and objectives of the program;
- (I) When asked by the Director, to review complaints, suggestions and other communications by the public regarding Parks, Recreation and Libraries programs and facilities, and to make recommendations to the Director regarding said communications;
- (J) To conduct a secret shopper program to visit all City Parks, Recreation and Libraries facilities for feedback to the Director on customer service issues;
- (K) To advise the Director on such policies, rules and regulations and other matters as the Board believes necessary and proper for the management and development of the parks, recreation and library programs and facilities; and
- (L) To perform any other related duties as assigned by Council.

2-4-4: MEETINGS: The Parks, Recreation and Libraries Board shall decide on a meeting day and time. The Board shall meet at least six (6) times per year, as the Chairperson of the Board requests. A record of the minutes of each meeting shall be kept and placed in the office of the City Clerk for public inspection. Except as provided by Section 2-1-6(A), all meetings of the Parks, Recreation and Libraries Board shall be open to the public.

2-4-5: BYLAWS: The Board shall make and adopt its own bylaws, subject to approval by the City Council, in conformity with applicable statutes and ordinances.

2-4-6: ACTING CHAIRPERSON; QUORUM: The Vice-Chairperson of the Board shall assume the duties of the Chairperson in the absence of the Chairperson. In the absence of both the Chairperson and Vice-Chairperson, the Board shall designate an Acting Chairperson, if necessary. A quorum shall consist of a majority of those members entitled to act, and a decision of a majority of the quorum of such members shall control.

Section 2. Title II, Chapter 12, W.M.C., is hereby REPEALED IN ITS ENTIRETY.

Section 3. Section 2-1-1, subsections (C) and (E), W.M.C., is hereby AMENDED to read as follows:

2-1-1: APPOINTMENT OF MEMBERS; TERMS:

(C) Each regular member and alternate member shall be appointed by majority vote of City Council for a term of two (2) years, UNLESS A LONGER OR SHORTER TERM IS REQUIRED TO SATISFY THE PROVISIONS OF SUBSECTION 2-1-1(E), BELOW.

(E) Terms shall be staggered as follows:

1. For five (5) member Boards or Commissions, three (3) members shall have terms that expire on even-numbered years and two (2) members shall have terms that expire on odd-numbered years.

2. For seven (7) member Boards or Commissions, four (4) members shall have terms that expire on even-numbered years and three (3) members shall have terms that expire on odd-numbered years.

3. For eight (8) member Boards or Commissions, four (4) members shall have terms that expire on even-numbered years and four (4) members shall have terms that expire on odd-numbered years.

4. Alternates shall have terms that expire on odd-numbered years.

This SUBsection shall not apply to the Election Commission. FOR THE PARKS, RECREATION AND LIBRARIES BOARD, THIS SUBSECTION SHALL TAKE EFFECT ON JANUARY 1 OF THE YEAR FOLLOWING THAT IN WHICH THE BOARD REACHES SEVEN (7) MEMBERS THROUGH ATTRITION AND, AT SUCH TIME, AN ALTERNATE MEMBER SHALL BE APPOINTED.

Section 4. Section 3-3-6, subsections (A) and (C), W.M.C., is hereby AMENDED to read as follows:

3-3-6: PROHIBITED ACTS; FINES AND PENALTIES:

(A) Pursuant to section ~~2-5-6~~ 2-4-3 of this Code, the ~~Library~~ PARKS, RECREATION AND LIBRARIES ADVISORY Board shall recommend and the City Council shall adopt a schedule of fines and penalties to be imposed for the failure of any person to return materials in a period prescribed by the Director of Parks, Recreation and Libraries OR DAMAGING ANY BOOKS, PERIODICALS, OTHER MATERIALS OR LIBRARY FACILITIES. (1282 1699 1889)

(C) 1. It shall be unlawful for any person to write in, injure, deface, tear or destroy any book, plate, picture, engraving, map, newspaper, magazine, pamphlet, periodical, manuscript, film or audio and video recordings, or computer software belong to the Westminster Public Library. (1696)

2. It shall be unlawful for any person to damage or deface the grounds, building, furniture, fixtures, equipment or other property of the Westminster Public Library. (1696)

~~3. It shall be unlawful for any person to willfully retain any charged-out Library reading material or other property belonging to the Westminster Public Library for thirty (30) days after notice in writing to return same is sent to the borrower's address recorded in Library records given after the expiration of the time that, by the rules of the Westminster Public Library such article or other property may be kept. (1696)~~

4. 3. It shall be unlawful for any person to remove or to assist in the removal from the WESTMINSTER Public Library or Bookmobile any reading material belonging to the Public Library without first having the same charged or checked out by the proper agent or employee of the Public Library in accordance with the guidelines, policies and procedures of the Westminster Public Library. (1696)

4. IT SHALL BE UNLAWFUL FOR ANY PERSON TO RETAIN ANY CHARGED OUT LIBRARY READING MATERIAL OR OTHER PROPERTY BELONGING TO THE WESTMINSTER PUBLIC LIBRARY FOR MORE THAN THIRTY (30) DAYS AFTER WRITTEN NOTICE TO RETURN SAID PROPERTY IS SENT TO THE BORROWER'S ADDRESS AS RECORDED IN THE LIBRARY RECORDS. SUCH WRITTEN NOTICE SHALL BE GIVEN AFTER THE EXPIRATION OF THE TIME ALLOWED TO RETAIN SUCH PROPERTY AS PRESCRIBED BY THE DIRECTOR OF PARKS, RECREATION AND LIBRARIES, AND SHALL BE EFFECTIVE UPON MAILING.

5. IT SHALL BE UNLAWFUL FOR ANY PERSON TO REFUSE OR FAIL TO PAY ANY FINE OR PENALTY IMPOSED PURSUANT TO THE SCHEDULE OF FINES AND PENALTIES ADOPTED BY CITY COUNCIL FOLLOWING THIRTY (30) DAYS WRITTEN NOTICE TO BORROWER THAT SUCH FINES OR PENALTIES ARE DUE. SUCH WRITTEN NOTICE SHALL BE SENT TO THE BORROWER'S ADDRESS AS RECORDED IN THE LIBRARY RECORDS AND SHALL BE EFFECTIVE UPON MAILING.

Section 5. This ordinance shall take effect upon its passage after second reading.

Section 6. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 13th day of March, 2006.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 27th day of March, 2006.

Mayor

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM AND CONTENT:

City Attorney's Office



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
March 13, 2006



SUBJECT: Councillor's Bill No. 15 re Octagon Systems Corporation Business Assistance Package

Prepared By: Susan F. Grafton, Economic Development Manager

Recommended City Council Action

Pass Councillor's Bill No 15 on first reading authorizing the City Manager to execute and implement the business assistance package (BAP) with Octagon Systems Corporation (Octagon). The BAP totals \$25,000, which includes \$3,625 in permit fee rebates, \$4,875 in construction use tax rebates and \$16,500 in equipment use sales tax rebates at move in.

Summary Statement

- Octagon has been a Westminster business for over 23 years and is currently located in the Lake Arbor Business Park.
- Octagon is expanding their business operations and leasing larger space in Church Ranch Corporate Center.
- Octagon currently employs 56 people with average salaries of \$57,000. They expect to add another 20 jobs over the next three years.
- Assistance is premised upon the retention and expansion of a long term Westminster employer, providing high tech jobs and leasing existing space.

Expenditure Required: \$25,000 (Rebates)

Source of Funds: The business assistance package with Octagon Systems Corporation will be funded through revenue received from permit fees, construction use tax, and sales and use tax on furniture, fixtures, and equipment at move-in.

Policy Issue

Does Council desire to provide assistance to Octagon Systems Corporation based on the retention of a quality Westminster business and the retention of primary jobs to the City?

Alternatives

1. Do Nothing: One alternative to offering the business assistance package is to offer nothing to this company. Though the City may not lose the project if assistance is not provided, the result would be that the City’s value of retaining existing businesses and retaining primary jobs would not be supported.
2. Provide Less: Another alternative is to provide less assistance than what is recommended. The recommended assistance package is consistent with other business retention packages.
3. Provide More: A third alternative would be to provide a greater amount of assistance than recommended. There is financial capacity for additional funding. However, it is staff’s opinion that additional assistance is not needed, as it is consistent with other business retention packages.

Background Information

Octagon Systems Corporation designs, manufactures, markets, and distributes rugged industrial computer systems for a wide variety of global applications. An example of the technology this company produces includes the computer system that reads the automobile transponders along the E-470 toll system, and computers used on transmission lines in Alaska.

The company began operations at its current location at 6510 West 91st Avenue on January 1, 1982, over 23 years ago. Octagon Systems Corporation has now outgrown their existing space and will be moving to Church Ranch Corporate Center. At the time assistance was negotiated with Octagon, they were also considering locations in Broomfield.

Octagon Systems Corporation will employ 56 people at move-in, with an estimated average salary of \$57,511 per year. In three years, the company anticipates growth to 75 employees with an average payroll of \$4.5 million. It is anticipated that Octagon Systems Corporation will generate over \$102,500 of new revenue directly to the City in the first five years of operation following the company’s relocation. This is based on \$650,000 in tenant finish and new equipment purchases of \$1.1 million at move-in.

Based on these projections of City tax and fee revenue, Staff recommends the following business assistance package:

Proposed Assistance	Approximate Value
<u>Building Permit-Fee Rebate</u> 50% of the building related fees (excluding water & sewer tap fees) will be rebated (\$7,250 x 50% = \$3,625)	\$3,625
<u>Building Use Tax Rebate</u> 50% of the General Use Tax (excludes the City’s .25% Open Space Tax and .6% Public Safety Tax) on construction materials for this project will be rebated (\$650,000 x 50%= \$325,000 x 3%=\$9,750 x 50%= \$4,875)	\$4,875
<u>Sales and Use Tax on Furniture and Fixtures Rebate</u> For the period 3 months prior to, and the 3 months after Octagon Systems Corporation obtaining the Certificate of Occupancy for the new Westminster facility, the City will rebate 50% of the General Sales and Use Tax (excludes the City’s .25% Open Space Tax and .6% Public Safety Tax) collected on the furnishing and equipment purchased to furnish the new facility (\$1.1 million new equipment x 3%= \$33,000 Use Tax x 50% = \$16,500)	\$16,500
Total Proposed Assistance Package Not To Exceed	\$25,000

As Council will note, the assistance being proposed is 24% (\$25,000 total assistance divided by \$102,500 Projected Revenue = 24%) of the total general use tax and fee revenue projected from the project in the first five years of operation. The City will be made whole on this investment at the time of the Certificate of Occupancy.

This assistance package is based upon the City's goals to retain and help grow quality companies, add primary jobs, and fill existing space. Octagon Systems Corporation will expand the company's Westminster operations at Church Ranch Corporate Center. The company provides average salaries above the median household income in Westminster. Octagon Systems Corporation is the type of growth company the City desires for the community.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **15**

SERIES OF 2006

INTRODUCED BY COUNCILLORS

**A BILL
FOR AN ORDINANCE AUTHORIZING A BUSINESS ASSISTANCE PACKAGE
WITH OCTAGON SYSTEMS CORPORATION TO AID IN THEIR RELOCATION AND
EXPANSION IN CHURCH RANCH CORPORATE CENTER**

WHEREAS, the successful attraction and retention of high quality development to the City of Westminster provides employment opportunities and increased revenue for citizen services and is therefore an important public purpose; and

WHEREAS, it is important for the City of Westminster to remain competitive with other local governments in creating assistance for high quality development to locate in the City; and

WHEREAS, Octagon Systems Corporation plans to lease 30,000 square feet in Church Ranch Corporate Center in Westminster, and

WHEREAS, a proposed Assistance Agreement between the City and Octagon Systems Corporation is attached hereto as Exhibit "A" and incorporated herein by this reference.

NOW, THEREFORE, pursuant to the terms of the Constitution of the State of Colorado, the Charter and ordinances of the City of Westminster, and Resolution No. 53, Series of 1988:

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Manager of the City of Westminster is hereby authorized to enter into an Assistance Agreement with Octagon Systems Corporation in substantially the same form as the one attached as Exhibit "A," and upon execution of the Agreement to fund and implement said Agreement.

Section 2. This ordinance shall take effect upon its passage after second reading.

Section 3. This ordinance shall be published in full within ten days after its enactment.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 13th day of March 2006.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 27th day of March, 2006.

ATTEST:

Mayor

City Clerk

APPROVED AS TO LEGAL FORM AND CONTENT:

City Attorney's Office

Exhibit A

BUSINESS ASSISTANCE PACKAGE FOR OCTAGON SYSTEMS CORPORATION IN THE CITY OF WESTMINSTER

THIS AGREEMENT is made and entered into this _____ day of _____, 2006, between the CITY OF WESTMINSTER (the "City"), and the Octagon Systems Corporation.

WHEREAS, the City wishes to provide certain assistance to Octagon Systems Corporation to aid in the retention and expansion of this company in the City; and

WHEREAS, Octagon Systems Corporation plans to lease 30,000 square feet in Church Ranch Corporate Center, thus providing primary job retention and growth within the City; and

WHEREAS, City Council finds the execution of this Agreement will serve to provide benefit and advance the public interest and welfare of the City and its citizens by securing the location of this economic development project within the City.

In consideration of the mutual promises set forth below, the City and the Octagon Systems Corporation agree as follows:

1. Building Permit Fee Rebates. The City shall rebate to the Octagon Systems Corporation 50% of the building related permit fees, required under W.M.C. Section 11-10-3 (E), excluding water and sewer tap fees, collected from Octagon Systems Corporation in connection with the finish and occupancy of their new lease space in Church Ranch Corporate Center. The permit fee rebate will be approximately \$3,600.

2. Use Tax Rebate- Construction. The City shall rebate to Octagon Systems Corporation 50% of the Building Use Tax on the construction materials, collected from the Octagon Systems Corporation in connection with the tenant finish of the 30,000 square feet leased in Church Ranch Corporate Center, required under W.M.C. sections 4-2-9 and 4-2-3. The rebate will be approximately \$4,900.

3. Sales and Use Tax Rebate- Furniture and Fixtures At Move-In. For a period of 3 months before and 3 months after Octagon Systems Corporation obtains the Certificate of Occupancy for the new facility in Church Ranch Corporate Center, the City will rebate 50% of the General Sales and Use Tax (excludes the City's .25% Open Space Tax and .6% Public Safety Tax) collected on the furnishing and equipment purchased to furnish the new facility. The rebate will be approximately \$16,500.

4. Payments of Rebates. Rebates will be paid to Octagon Systems Corporation by the City in quarterly installments from revenue actually collected and received by the City from Octagon Systems Corporation. Payments of each quarterly installment shall be made within 20 days of the calendar quarter end and will be submitted electronically.

5. Entire Agreement. This instrument shall constitute the entire agreement between the City and Octagon Systems Corporation and supersedes any prior agreements between the parties and their agents or representatives, all of which are merged into and revoked by this Agreement with respect to its subject matter.

6. Termination. This Business Assistance Package shall terminate and become void and of no force or effect upon the City if Octagon Systems Corporation has not moved into their new space in Church Ranch Corporate Center by August 1, 2007 or should Octagon Systems Corporation not comply with the City regulations or code.

7. Business Termination. In the event Octagon Systems Corporation ceases business operations within the City within three (3) years after the new operations commence, then Octagon Systems Corporation shall pay to the City the total amount of fees and taxes that were due and payable by Octagon Systems Corporation to the City but were rebated by the City, as well as reimburse the City for any funds provided to Octagon Systems Corporation pursuant to this Agreement.

8. Subordination. The City's obligations pursuant to this Agreement are subordinate to the City's obligations for the repayment of any current or future bonded indebtedness and are contingent upon the existence of a surplus in sales and use tax revenues in excess of the sales and use tax revenues necessary to meet such existing or future bond indebtedness. The City shall meet its obligations under this Agreement only after the City has satisfied all other obligations with respect to the use of sales tax revenues for bond repayment purposes. For the purposes of this Agreement, the terms "bonded indebtedness," "bonds," and similar terms describing the possible forms of indebtedness include all forms of indebtedness that may be incurred by the City, including, but not limited to, general obligation bonds, revenue bonds, revenue anticipation notes, tax increment notes, tax increment bonds, and all other forms of contractual indebtedness of whatsoever nature that is in any way secured or collateralized by sales and use tax revenues of the City.

9. Annual Appropriation. Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20, and the City's obligations hereunder are expressly conditional upon annual appropriation by the City Council.

10. Governing Law: Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. This Agreement shall be subject to, and construed in strict accordance with, the Westminster City Charter and the Westminster Municipal Code. In the event of a dispute concerning any provision of this agreement, the parties agree that prior to commencing any litigation, they shall first engage in good faith the services of a mutually acceptable, qualified, and experienced mediator, or panel of mediators for the purpose of resolving such dispute. The venue for any lawsuit concerning this agreement shall be in the District Court for Jefferson County, Colorado.

OCTAGON SYSTEMS CORPORATION

CITY OF WESTMINSTER

President

J. Brent McFall
City Manager

ATTEST:

Linda Yeager
City Clerk

Adopted by Ordinance No.



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
March 13, 2006

SUBJECT: Resolution No. 16 re Revisions to Council Rules and Regulations

Prepared By: Linda Yeager, City Clerk

Recommended City Council Action

Adopt Resolution No. 16 amending agenda procedures related to Citizens Communication in the Council Rules and Regulations.

Summary Statement

- After reviewing Council procedures, City Staff suggests that the Council Rules and Regulations be modified to specify that the Citizens Communication section of the Council agenda be reserved for comments on any issues or items except those for which a formal public hearing is required. Additionally, the proposed amendment would delete language that stipulates a person wishing to speak under Citizen Communication must sign up in advance or wait to speak under Citizen Presentations. The latter rule has not been observed and is no longer necessary with the consolidation of Citizen Communication at the front end of each City Council meeting.
- The change will eliminate confusion about when citizens may address Council on agenda items that are not listed as "Public Hearings."
- The suggested change to City Council's Rules and Regulations requires a Resolution. If adopted, the changes will be incorporated in future agendas.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Should the Council Rules and Regulations relative to agenda procedures be modified?

Alternative

Council could decide not to adopt the suggested modifications and leave the existing wording in the Rules and Regulations unchanged.

Background Information

To conduct the City's business efficiently and effectively, the adopted City Council Rules and Regulations include agenda procedures that are followed consistently. Modifications to the agenda procedure are provided for Council's consideration from time to time. This proposed modification removes an outdated and unobserved rule that requires citizens to sign up if they wish to address Council during a meeting. Further, it clarifies that Citizen Communication and Citizen Presentations are reserved for comments on any issues or items except those for which a formal public hearing is required. All formal public hearings provide the opportunity for citizen comment.

City Council's Rules and Regulations were last modified in October 2005.

Respectfully submitted,

J. Brent McFall
City Manager
Attachment

RESOLUTION

RESOLUTION NO. **16**

INTRODUCED BY COUNCILLORS

SERIES OF 2006

**A RESOLUTION AMENDING THE COUNCIL RULES AND REGULATIONS
PERTAINING TO THE CONSENT AGENDA**

WHEREAS, Chapter VII of the City Charter provides for the procedure and miscellaneous powers and duties of the City Council; and

WHEREAS, The City Council is entrusted with conducting the business of the City in a manner that will be most advantageous to the citizens and voters thereof.

NOW THEREFORE, be it resolved that the City Council of the City of Westminster, hereby adopts the following revision to the Council Rules and Regulations Governing the Conduct of all its meetings.

PART II - COUNCIL PROCEDURE

1. THE ORDER OF BUSINESS: The order of business at all regular meetings of the Council, as reflected by the printed agenda, shall be transacted in the following order, unless the Council by a vote of a majority of the members present shall suspend the rules to change the order.

1. Pledge of Allegiance
2. Roll Call
3. Consideration of Minutes of Preceding Meeting
4. Report of City Officials
 - A. City Manager's Report
5. City Council Comments
6. Presentations
7. Citizens Communication
8. Consent Agenda
9. Appointments and Resignations
10. Public Hearings, Consideration of Bids and Other New Business
11. Old Business and Passage of Ordinances on Second Reading
12. Citizen Presentations (5 minutes + in length), ~~and~~ Miscellaneous Business, AND EXECUTIVE SESSION
13. Adjournment

2. AGENDA PROCEDURES: (Res. 84, 1997)

- D. Citizens Communication: ~~Although written notification of a citizen's intent to speak is not required, citizens may submit informational material. Copies of this material must be received by the City Clerk before 5:00 P.M. Tuesday prior to the Council Meeting if it is to be distributed with City Council Agenda Packets and listed on the agenda. Citizens listed on the agenda under "7. Citizens Communication" will be allowed a maximum of five minutes to speak. Citizens wanting to make a presentation of more than five minutes and citizens not listed on the agenda will be allowed to speak under "12. Citizen Communication and Miscellaneous Business".~~ CITIZENS WISHING TO ADDRESS THE CITY COUNCIL ON ANY ISSUE PERTAINING TO CITY BUSINESS, INCLUDING ITEMS APPEARING ON THE COUNCIL AGENDA, MAY DO SO FOR A MAXIMUM OF FIVE MINUTES UNDER "7. CITIZENS COMMUNICATION" EXCEPT FOR MATTERS THAT ARE SUBJECT TO A PUBLIC HEARING APPEARING UNDER "10.

PUBLIC HEARINGS, CONSIDERATION OF BIDS AND OTHER NEW BUSINESS.”
CITIZEN COMMENTS RELATED TO A MATTER THAT IS SUBJECT TO A PUBLIC
HEARING SHALL BE MADE AT THE TIME THAT PUBLIC COMMENT IS CALLED
BY THE MAYOR DURING THE PUBLIC HEARING.

PRIOR NOTICE OF A CITIZEN’S INTENT TO SPEAK UNDER AGENDA ITEM 7 OR
AGENDA ITEM 12 IS NOT REQUIRED. HOWEVER, IF CITIZENS WISH TO HAVE
PRINTED MATERIALS DISTRIBUTED TO CITY COUNCIL IN THE COUNCIL
AGENDA PACKET, SUCH MATERIALS MUST BE RECEIVED BY THE CITY
CLERK NO LATER THAN 5:00 PM ON TUESDAY PRIOR TO THE CITY COUNCIL
MEETING.

PASSED AND ADOPTED this 13th day of March, 2006.

ATTEST:

Mayor

City Clerk



Agenda Item 10 G

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
March 13, 2006



SUBJECT: Resolution No. 17 re Community Enhancement Master Plan

Prepared By: Bill Walenczak, Director of Parks, Recreation and Libraries

Recommended City Council Action

Adopt Resolution No. 17 formally adopting the update to the City of Westminster's 2006-2010 Community Enhancement Master Plan, as a planning guide for future City enhancement development projects in the City.

Summary Statement

- The draft of the City of Westminster's Revised Community Enhancement Master Plan was presented to City Council for review and discussion at the February 6, 2006, Study Session.
- Staff is requesting that City Council formally adopt the revision to the Community Enhancement Master Plan dated March 13, 2006.
- This plan is intended to be a planning guide for all future City enhancement development, including medians, gateways, bridges, public art, lights and banners.
- The Plan also provides readers with detailed information on existing inventory and design guidelines, including average cost of development.
- Specific priorities for future project development will be identified in the five-year Capital Improvement Plan listed in the City's biennial budget.

Expenditure Required: \$15,000

Source of Funds: General Capital Improvement Fund - Community Enhancement Project

Policy Issue

Should City Council adopt the City of Westminster's Community Enhancement Master Plan for 2006 to 2010?

Alternatives

1. City Council could reject approving this master plan document and could elect to have Staff continue to utilize the existing Community Enhancement Master Plan from 1993.
2. City Council could reject approving this master plan document and direct Staff to draft a new plan with a different format and policy direction.

Staff does not recommend either of these alternatives as much has changed over the past 13 years since the current Master Plan was approved, particularly with regard to the City's growth. Staff believes that the existing Community Enhancement Master Plan dated July 1993, is too outdated and does not reflect all of the current enhancement needs.

Background Information

The original Community Enhancement Master Plan was completed in 1992 with an accompanying document for design guidelines that would be used to provide a consistent look throughout the City. The funding mechanism for community enhancement projects is the Accommodation Tax. A variety of projects were proposed and have been completed over the last 13 years.

Due to past economics, drought and current development, a taskforce from Parks, Recreation and Libraries, Community Development and City Managers Office has been working on a revised Community Enhancement Master Plan to update the original plan to today's priorities and trends, as well as present day economic realities.

As part of the review process a power point presentation was given to a variety of people representing different aspects of the Westminster community including the Parks and Recreation Board, the Business Advisory Group and the Planning Commission. These groups provided input as to what they believe are key enhancement priorities to the Westminster community. All agreed that medians, lighting and gateways were important and should be continued in the future. Maintenance of existing and proposed improvements was considered essential to the updated master plan.

The following highlights, conclusions and recommended priorities are drawn from the new Community Enhancement Master Plan:

- **Medians** – Developing medians in well-traveled corridors and maintaining the existing medians throughout the City will continue to be a top priority and will continue to be addressed in the City's biennial budget. Once new medians are built, renovation of plant material occurs between five and seven years due to the harsh conditions within the roadways.
- **Gateways** – Gateways help define the limits of the City of Westminster and create a sense of entry. Major entries occur along interstate corridors and minor gateways appear at major intersections at the City limits. Providing spring/summer color with an array of annual plant material and general maintenance will continue to be part of the biennial budget. Additional gateways will also be considered where feasible. Major gateway costs are about \$800,000 and generally occur along major interstates; while minor gateway costs are \$150,000 and are placed along heavily-traveled corridors at City boundaries.

- **Streetscapes-** Enhancement amenities, such as banners, planters, and benches, are considered as part of this category. The level of enhancement is dependent of a variety of factors. These include traffic, available area, commercial development, and maintenance needs.
- **City Public Art** – In an effort to promote public art throughout the City, Staff continues to work with developers to provide art pieces as part of the development. In addition, Staff continues to pursue and identify art pieces, along with locations, that can be enjoyed by all citizens. Maintenance of acquired pieces will continue to be a high priority.
- **Bridge Locations** –Existing bridges and new bridges will continue to be upgraded as part of the overall enhancement of the City. Staff will coordinate with other departments to ensure that roadway and enhancement projects, such as bridges, will be constructed efficiently.

Staff is confident that the Community Enhancement Master Plan put forth for consideration balances a variety of enhancements for the City and develops a realistic roadmap for attaining the goals and objectives set forth in the plan. The plan makes it clear that all recommendations depend on available resources to not only develop new enhancements for the City, but to also to provide adequate maintenance once those facilities are developed.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

- Resolution No. 17
- Community Enhancement Master Plan
(not on the Web – available for review in the City Clerk’s office at City Hall)

RESOLUTION

RESOLUTION NO. **17**

INTRODUCED BY COUNCILLORS

SERIES OF 2006

ADOPTION OF COMMUNITY ENHANCEMENT MASTER PLAN

WHEREAS, City Council authorized preparation of a Community Enhancement Master Plan; and

WHEREAS, City Council is very supportive of the quality of life enhancements offered by the Community Enhancement Program; and

WHEREAS, the Community Enhancement Master Plan will provide direction and be used as a planning guide in the City of Westminster for future enhancement developments; and

WHEREAS, City Council recognizes the importance of the adoption of the Community Enhancement Master Plan as a planning guide in delivering uniform enhancements to the citizens of Westminster;

WHEREAS, the Community Enhancement Master Plan will be contingent upon funding as approved by City Council in the five-year Capital Improvement Plan in the biennial budget,

NOW, THEREFORE, be it resolved by the City Council of the City of Westminster formally endorses the recommendations and conclusions of the Community Enhancement Master Plan and hereby adopts the subject Master Plan, to be used as a planning guide for current and future enhancement projects.

PASSED AND ADOPTED this 13th day of March, 2006.

ATTEST:

Mayor

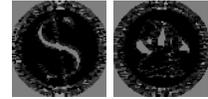
City Clerk



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
March 13, 2006



SUBJECT: Resolution No. 18 re Staffing for the Adequate Fire and Emergency Response Grant Award

Prepared By: Ken Watkins, Deputy Chief of Technical Services

Recommended City Council Action

Adopt Resolution No. 18 approving the addition of one full time Firefighter I position to the amended 2006 Pay Plan to accommodate the Staffing for Adequate Fire and Emergency Response grant award.

Summary Statement

- On July 11, 2005, City Council authorized staff to submit an application to the United States Department of Homeland Security - Staffing for Adequate Fire and Emergency Response (SAFER) grant process. Staff submitted a grant application for one full-time firefighter position and was notified of an award on January 27, 2006.
- To satisfy grant requirements, Staff is requesting the addition of one full-time employee (FTE) to back-fill a firefighter position that is currently assigned as a Fire Inspector. By utilizing the grant, the department will be able to fill the firefighter vacancy in line operations and maintain the Fire Inspector position. This position will be an entry level Firefighter I position, Grade NF11, Step 3. The position will respond on emergency calls, perform fire inspections and public safety education, assist with maintaining fire stations, apparatus, and equipment, and other associated duties.
- Based on the grant performance period, this position would be hired in late April or early May 2006. The cost to fund this position for the remainder of 2006 is estimated to be \$40,000, including salary, benefits, training, and equipment. To cover this cost, an estimated \$27,000 will be funded from SAFER grant revenue; the remaining \$13,000 is available in the 2006 Fire Department Budget. These amounts are estimates until the actual hiring date is set. Upon hiring, staff will have a more accurate accounting of the grant revenue and costs for 2006 and will return to Council later this year with a supplemental appropriations ordinance to account for these funds in the 2006 budget.
- In future years, costs exceeding SAFER revenue will be funded from the Public Safety Tax and included in the respective Fire Department budget accounts.

Expenditure required: \$197,282 City Funds
\$100,000 Grant Funds

Source of Funds: 2006-2010 General Fund - Fire Department Operating Budgets

Policy Issue

Should the City accept the SAFER grand award and amend the 2006 Pay Plan with the addition of one FTE Firefighter I?

Alternatives

1. Allow the City Manager to create a temporary position for 2006 and add the permanent FTE in the 2007-2008 budgets: Staff does not recommend this alternative as the start date for this position will have to change once the position becomes a part of the 2007 Pay Plan thus impacting benefits for the person filling the position.
2. Do not accept the SAFER grant: SAFER is a highly competitive grant and at the time of application the City committed to supporting this position if awarded a grant. Not accepting the grant at this time could impact the City on future fire related grants.

Background Information

The United States Department of Homeland Security, Office of Domestic Preparedness created the SAFER grant as part of the Assistance to Firefighters Grant Program. The purpose of SAFER is to award grants directly to volunteer, combination, and career fire departments to help the departments increase their number of firefighters. The grant provides a Federal share of salaries and associated benefits to a total of \$100,000 per firefighter position for five years.

On January 27, 2006, staff was notified of a successful SAFER award to fund one firefighter position for the grant performance period of April 20, 2006 – April 20, 2010. During this period, SAFER will pay \$100,000 for salary and benefits for one FTE. Additional salary, benefits, training, and equipment costs are the City’s responsibility and are counted as a match for the grant.

These additional costs are estimated to be \$197,282 during the grant performance period. For 2006 these costs will be funded from the existing Fire Department Budget. In future years, costs exceeding SAFER revenue will be funded from the Public Safety Tax and included in the respective Fire Department budget accounts. If authorized, staff will include this position in future pay plans during the 2007-2008 budget development and approval process. Cost estimates for the grant performance period are listed below:

	Salary *	Benefit Cost	Salary & Benefit Total	Other Expenses	SAFER Grant	Westminster Cost
2006	\$27,750	\$7,007	\$34,757	\$5,325	\$27,000	\$13,082
2007	\$39,867	\$12,857	\$52,724	\$1,848	\$33,000	\$21,572
2008	\$47,235	\$15,233	\$62,468	\$1,891	\$23,000	\$41,359
2009	\$49,626	\$16,004	\$65,630	\$1,848	\$14,000	\$53,478
2010	\$52,131	\$16,812	\$68,943	\$1,848	\$3,000	\$67,791
				Total	\$100,000	\$197,282

***Includes normal step increases but does not include any future market adjustments.**

Respectfully submitted,

J. Brent McFall
 City Manager
 Attachment

RESOLUTION

RESOLUTION NO. **18**

INTRODUCED BY COUNCILLORS

SERIES OF 2006

WHEREAS, Section 1-24-1 and 1-24-4 of the Westminster Municipal Code provides that the City Council, upon recommendation of the City Manager, shall by resolution establish the pay plan for all position classifications in the municipal service; and

WHEREAS, the City Council previously approved the amended 2006 Pay Plan as part of the amended FY2006 City of Westminster budget adopted on October 10, 2005; and

WHEREAS, as a result of the Fire Department being awarded a Staffing for Adequate Fire and Emergency Response grant, an additional 1.0 FTE Firefighter I is requested to back-fill a firefighter position that is currently assigned as a Fire Inspector in Fire Administration; and

WHEREAS, funds are available in this years current budget pursuant to receiving Staffing for Adequate Fire and Emergency Response grant funding.

NOW, THEREFORE, BE IT RESOLVED BY THE WESTMINSTER CITY COUNCIL that the attached amended 2006 Pay Plan be amended to reflect one (1.0) additional FTE Firefighter I in the Fire Department Emergency Services Division effective on March 13, 2006.

PASSED AND ADOPTED this 13th day of March, 2006.

ATTEST:

Mayor

City Clerk



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
March 13, 2006



SUBJECT: Resolution No. 19 re Compliance Hearing for the Sheridan Boulevard Annexation - Sheridan Right-of-Way between Turnpike Drive and the Burlington Northern Railroad Tracks

Prepared By: David Falconieri, Planner III

Recommended City Council Action

Adopt Resolution No. 19 accepting the annexation petition submitted by the Colorado Department of Transportation (CDOT) and make the findings required by State Statute on the sufficiency of the petition. This resolution also sets the date of April 10, 2006, for the annexation hearing.

Summary Statement

- The right-of-way in question is a portion of the Sheridan Boulevard right-of-way located between Turnpike Drive and the Burlington Northern Sante Fe railroad tracks. The proposed annexation also includes a portion of the railroad tracks extending approximately 1,640 feet southeast of the Sheridan Boulevard centerline. (Please refer to the attached vicinity map).
- Sheridan Boulevard at this location is a state highway and therefore owned by the State of Colorado. The City requested that the Colorado Department of Transportation (CDOT) petition the City to annex the road in order to provide better emergency services. Currently this accident prone area cannot be served by City police services as it is within both unincorporated Adams County and Jefferson County, which often leads to very long accident response times.
- City staff has added a portion of adjacent railroad right-of-way to the annexation in order to avoid the creation of an enclave with this annexation.

Expenditure Required: \$0

Source of Funds: NA

Policy Issue

Whether to annex the Sheridan Boulevard right-of-way south of Turnpike Drive and adjacent portions of the Burlington Northern Sante Fe railroad tracks at this time.

Alternative

Make a finding that there is no community of interest with the CDOT property and take no further action. If this course is taken, the property in question will remain unincorporated, and the City will continue to be unable to provide emergency services to this portion of Sheridan Boulevard.

Background

Upon receiving a petition for annexation, the City Council is required by State Statute to make a finding of whether or not said petition is in compliance with Section 31-12-107 (1) C.R.S. In order for the petition to be found in compliance, Council must find that the petition contains the following information:

1. An allegation that the annexation is desirable and necessary.
2. An allegation that the requirements of Section 31-12-104 and 31-12-105 C.R.S have been met. (These sections are to be reviewed by the Council at the formal public hearing.)
3. Signatures and mailing addresses of at least 50% of the landowners of the land to be annexed. (In this case, CDOT, signer of the petition, owns more than 50% of the property.)
4. The legal description of the land to be annexed.
5. The date of each signature.
6. An attached map showing the boundaries of the area.

Planning Staff has reviewed the petition and has determined that it complies with the above requirements.

If the City Council finds that the petition is in substantial compliance with these requirements, a resolution must be approved that establishes a hearing date at which time the Council will review the merits of the proposed annexation.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

- Resolution
- Annexation Petition
- Vicinity Map

RESOLUTION

RESOLUTION NO. **19**

INTRODUCED BY COUNCILLORS

SERIES OF 2006

**A RESOLUTION ACCEPTING THE ANNEXATION PETITION FOR
THE SHERIDAN BOULEVARD ANNEXATION**

WHEREAS, there has been filed with the City Clerk of the City of Westminster, a petition, copies of which are attached hereto and incorporated by reference, for the annexation of certain territory therein-described to the City;

WHEREAS, the City Council has been advised by the City Attorney and the City Manager that the petition and accompanying map are in substantial compliance with Sections 31-12-101, et.seq., Colorado Revised Statutes, as amended;

NOW, THEREFORE, be it resolved that by City Council of the City of Westminster that:

1. City Council finds the said petition and annexation map to be in substantial compliance with all state statutory requirements, including C.R.S. Section 31-12-107 (1).
2. City Council hereby establishes April 10, 2006, 7:00 PM at the Westminster City Council Chambers, 4800 West 92nd Avenue, for the annexation hearing required by C.R.S. Section 31-12-108 (1).
3. City Council hereby orders the City Clerk to give notice of the annexation hearing in accordance with C.R.S. Section 31-12-108 (2).

PASSED AND ADOPTED this 13th day of March, 2006.

ATTEST:

Mayor

City Clerk



WESTMINSTER

Department of Community Development

ANNEXATION PETITION

- 1. It is desirable and necessary that the area shown on the attached annexation map be annexed into the City of Westminster.
- 2. The requirements of Sections 31-12-104 and 31-12-105 C.R.S. 1973, as amended, exist or have been met.
- 3. The signers of this petition comprise the landowners of more than fifty percent of the territory included in the area proposed to be annexed, exclusive of streets and alleys.
- 4. The undersigned hereby request the City of Westminster to approve the annexation of the area proposed to be annexed.

5. Signature of landowner Craig Snacum
 Title CRAIG SIRACUSA - CHIEF ENGINEER- COLO DEPT OF TRANSPORTATION

6. Mailing address of signer COLORADO DEPARTMENT OF TRANSPORTATION
4201 EAST ARKANSAS AVENUE
DENVER, CO 80222

7. Legal description of land owned by signer:

See Exhibit A Attached

8. Date of Signing December 16, 2005

9. Subscribed and sworn to before me this 16th day of December, 2005.

Witness my hand and Official Seal.

My Commission expires May 11, 2007

Jennifer Fogel
Notary Public



Sheridan ROW Annexation

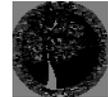




WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
March 13, 2006



SUBJECT: Resolution Nos. 20 and 21 re Residential Competition Service Commitment Awards

Prepared By: Shannon Sweeney, Planning Coordinator

Recommended City Council Action

1. Adopt Resolution No. 20 awarding Category B-1 Service Commitments to the West 101st Court single-family detached project.
2. Adopt Resolution No. 21 awarding Category B-4 Service Commitments to the Village on the Promenade Phase II traditional mixed use neighborhood development and the Brookhill Lofts project.

Summary Statement

- The City received four applications for the residential competition process: one Single-Family Detached (SFD) project, one Multi-Family (MF) project that the applicant wishes to redesign and resubmit in the Single-Family Attached (SFA) category (see explanation below), and two Traditional Mixed Use Neighborhood Development (TMUND) projects. Please see the attached map for locations and the Background section for a summary of each submittal.
- The TMUND competition is the only category that is judged by a design jury. The Background section summarizes the judges' comments.
- Staff recommends award to three of the four projects submitted: the SFD (West 101st Court) project and the two TMUND submittals: the Village on the Promenade Phase II project and the Brookhill Lofts project.
- Of the 82 Service Commitments set aside for the competition process for 2006, 33 would be awarded to these three projects for use in 2006. The attached resolutions would award a total of 144 Service Commitments over a two-year period for a total of 272 units (16 SFD and 256 TMUND).
- Staff is withholding a recommendation on The Mansions at Walnut Grove project. The project was originally submitted for the MF competition with a request to change the Comprehensive Land Use Plan (CLUP) designation on the 15-acre site from Retail Commercial to R-18 Residential to allow up to 18 dwelling units per acre (du/a). Staff reviewed this CLUP amendment request and did not support the high density proposed. Staff did discuss that a lower-density R-8 designation (with an 8 du/a maximum) might be acceptable if the plan submitted was well-designed and offered amenities to the residents. Under those circumstances, the applicant has asked for the City to consider an extension for them to resubmit a plan for the SFA competition. Staff believes this is acceptable since no other SFA projects were submitted for the competition and has agreed to give the applicant until the beginning of May to submit a revised proposal. Following that, Staff will bring an award recommendation for approval or denial on this project to City Council.
- The attached resolutions are contingent upon ultimate City approval of any necessary documents and do not commit the City to approve any document or project as a result of these awards.

Expenditure Required: \$ 0

Source of Funds: N/A

Policy Issue

As a result of the residential competition process, should the City award Service Commitments as proposed to one new Single-Family Detached and two new Traditional Mixed Use Neighborhood Developments?

Alternative

Do not adopt the attached resolutions awarding Service Commitments to the recommended projects. If this option is chosen, these projects would not be allowed to proceed to the City's development review process, and developers of these projects would be required to compete in a future residential competition.

Background Information

In December 2005, City Council allocated 82 Service Commitments (SCs) to be awarded in 2006 on a competitive basis for the five competition categories as follows:

- 20 SCs (20 new units in 2006) for one new Single-Family Detached (SFD) project
- 18 SCs (25 new units in 2006) for one new Single-Family Attached (SFA) project
- 13 SCs (25 new units in 2006) for one new Multi-Family (MF) project
- 6 SCs (15 new units in 2006) for one new senior housing project
- 25 SCs (25-50 new units in 2006 depending on unit types) for one new Traditional Mixed Use Neighborhood Development (TMUND) project

The intent of these SC competitions is for a limited number of new residential projects to proceed to the City's development review process. Any project awarded SCs must process any required documents (including CLUP amendments, if necessary). The City does not require that applications for the competitions comply with the CLUP designation for the site, but a CLUP amendment must be submitted with the application if a change is proposed. It is not necessary for projects to process their CLUP amendments prior to the awards. The SC awards do not obligate the City to approve any required plan or document as a result of the award. Should any project not receive approval of any required documents, the SCs are returned to the water supply figures.

Notification letters were mailed to the four applicants who submitted projects for these competitions indicating Staff's recommendation for the City Council meeting on March 13. Because detailed site development plans are not reviewed as part of this competition process, and significant changes typically occur during the development review process, the sketch plans submitted for these competitions are not reviewed with City Council as part of these competitions. Developers of these projects have been informed that presentations will not be scheduled for the City Council meeting on March 13 since the developers would tend to focus on site plans not yet reviewed with the City. Developers were also notified that, while it is not required for them to attend the City Council meeting, they are welcome to attend.

The table below details each applicant’s request. (Shaded projects are recommended for award).

RESIDENTIAL COMPETITION SUBMITTALS - 2006						# SCs Requested				
Project Name/Location	Developer	Acres	Units	du/a*	Score	2006	2007	2008	2009	Total
Single-Family Detached Project:										
West 101st Court W. of Sheridan at 101st	NCF Construction	4.5	16	3.5	3225	8	8	0	0	16
TOTALS						8	8	0	0	16
# SCs available for 2006:						20				
Single-Family Attached Project:										
No applications received.						# SCs available for 2006: 18				
The Mansions at Walnut Grove (listed below) has requested to re-submit in <u>this</u> category.										
Multi-Family Project:										
Mansions at Walnut Grove SWC 108th & Wadsworth Pky.	DR Horton	15	96	9.8	3005	0	6	36	6	48
TOTALS						0	6	36	6	48
# SCs available for 2006:						13				
Senior Housing Project:										
No applications received						# SCs available for 2006: 6				
Traditional Mixed Use Neighborhood Development Projects:										
1. Village on the Promenade II East of Westminster Blvd.	Tim O'Byrne	5.15	150	29	n/a	25	50	0	0	75
2. Brookhill Lofts NWC 90th & Vance	Sullivan Group	3.2	106	33	n/a	0	53	0	0	53
TOTALS						25	103	0	0	128
# SCs available for 2006:						25				

*dwelling units per acre

Each competition and additional information about each submittal is detailed below:

Single-Family Detached

West 101st Court proposes 16 units to be built on the 4.5-acre site west of Sheridan Boulevard at the 101st Avenue alignment. While the Westminster Municipal Code does not permit development review of site plan details until Service Commitments have been set aside for a project, Staff has identified a couple of City requirements (a deceleration lane on Sheridan Boulevard and a road connection from Sheridan Boulevard to the neighborhood to the west) that will impact the site and the applicant has been notified that these requirements will need to be discussed during the development review process should this project receive an award.

One condition of the competition process is that all applicants must meet the minimum design guidelines in order to compete. This applicant has asked that two of those requirements be waived, and Staff has informed the developer that all minimums must be met in order to be considered for award. The applicant has chosen to continue forward with the competition process knowing that the minimums must be met.

Some of the incentives offered by the applicant for this project include: greater side setbacks; 50% or more masonry on all four sides of all residences; additional landscaping at the entry, in private areas, in the right-of-way areas, and in front yards; front porches on at least 50% of the homes to be built; additional interior garage area for storage; side-, rear-, or front-loaded (setback of 30' or more) garages on at least 75% of the homes to be built; at least 25% to be ranch-style or two-story homes with a first-floor master bedroom and full bath; etc.

Single-Family Attached

The Mansions at Walnut Grove was initially submitted for the Multi-Family competition along with a CLUP amendment requesting that the designation on the 15-acre site be changed from Retail Commercial to R-18 Residential. Staff reviewed this CLUP amendment request at the City's Development Review Committee meeting and did not support the high density proposed. Staff did discuss that an R-8 designation might be acceptable if the plan submitted offered amenities (such as a pool and clubhouse) for the residents.

The applicant has decided to re-design the site plan and submit for the SFA competition, which Staff thought would be acceptable since no other SFA projects were submitted for the competition. Staff has agreed to give the applicant until May 1 to submit their proposal.

This is the only competition submittal that would require a CLUP amendment. The applicant is aware that the award would be contingent on City Council approval of their CLUP amendment, and that there is no guarantee that the City will approve their request to change the land use designation on their site.

Traditional Mixed Use Neighborhood Developments

Because the TMUND competition is judged by a design jury, the judging committee used the criteria established in the City's TMUND Guidelines to evaluate the two projects. The six key design elements include: a compact and walkable community, a mixed-use center, a pedestrian-oriented district, interconnected street/block patterns, narrow streets, and a variety of parks. The judges rated the projects based on these criteria and gave each project a score of 1-10, with 10 points the highest score possible.

The jury consisted of three outside panelists, with extensive backgrounds with these types of communities in the Denver metro area, and nine City Staff members who have been involved in the review of the City's first TMUND project, Bradburn. The outside design jury members included:

- Arlo Braun: Architect who has designed most of the houses and civic buildings in the Belle Creek New Urbanism project in Adams County and homes in the Stapleton redevelopment project as well as in Bradburn.
- Dick Farley: Principal of Civitas that has extensive urban design involvement with Stapleton, Lowry, Belmar, and Bradburn. Civitas has also been involved in several Denver redevelopment projects.
- Chuck Perry: Principal of Perry Rose LLC, an urban design firm that has considerable involvement in the Elich Gardens redevelopment and restoration project in west central Denver.

A summary of the judges' comments on both projects, based on the six criteria for TMUND projects, is listed below along with the average score given to each project.

Village on the Promenade (Phase II)

Average score: 7.5

- *Compact, Walkable Development*: The proposed project shows a good pedestrian relationship between the Phase I commercial/residential and the proposed residential Phase II project. The project shows good opportunities to connect to the Promenade and the proposed RTD station.
- *Mixed Use "Village" Center*: The proposed Phase II residential project enhances the viability and pedestrian orientation of the entire Promenade area by creating a mutual synergy.
- *Pedestrian Oriented District*: The project provides good pedestrian and bicycle orientation between the entire Promenade and the proposed project.
- *Interconnected Street/Blocks*: The pedestrian links between the Phase I and Phase II developments and the Promenade area are good.
- *Narrow Streets*: The street separating Phase I and Phase II will be re-evaluated and consideration given to how the street functions for the commercial uses on the south side of the street and the residential living units on the north side of the street. Both the jury and applicant had several good ideas to improve this street to benefit the commercial mixed use area.

- *Variety of Parks:* This project has proposed swimming facilities and a plaza area for the residents of the project. Further, the project has good access to the linear park to the north, and City Park. A complete health spa is also available via memberships to the residents.

Brookhill Lofts

Average score: 2.9

- *Compact, Walkable Development:* There are no connections either pedestrian or vehicular to the adjacent commercial or residential developments.
- *Mixed Use “Village” Center:* Sidewalks do not connect to commercial areas; there is no feeling that this project is part of any “Village” plan. There is no mixed use component to the project. The proposal introduces an incompatible land use to the area that creates a small high-density island of loft units.
- *Pedestrian Oriented District:* The streets are wide and do nothing to slow traffic speed. Pedestrians and bicycles must compete with autos for space on the street.
- *Interconnected Street/Blocks:* This project is located on a parcel of land that is an island. The existing street pattern has wide streets that are curvilinear in design and provides little connectivity between streets.
- *Narrow Streets:* All of the streets in this project have established right-of-ways based on a curvilinear street design. This established street pattern does not enhance a walking environment for the project proposed.
- *Variety of Parks:* The proposed project does not include any recreation or park amenities for the future residents of this development.

This project was submitted for the Multi-Family competitions in both 2004 and 2005. At the time of both of those competitions, the Comprehensive Land Use Plan (CLUP) designated this site as R-8 Residential with a maximum density of 8 dwelling units per acre (du/a). The applicant requested CLUP amendments to allow a project of 30 du/a, and the maximum density permitted in residential areas in the CLUP was 18 du/a. Staff reviewed with City Council the possibility of adding a new CLUP land use category of R-30, and City Council did not support the proposed change.

On January 9, 2006, the City approved the expansion of the area of the Westminster Center District Center and this site is included in the expanded acreage. The District Center designation does not have a density maximum specified, so the applicant chose to re-submit their project for the TMUND competition where higher multi-family densities could be considered.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments:

- Vicinity Map
- Resolution re Category B-1 Competition and Service Commitment Awards
- Resolution re Category B-4 Competition and Service Commitment Awards

RESOLUTION

RESOLUTION NO. 20

INTRODUCED BY COUNCILLORS

SERIES OF 2006

**CATEGORY B-1 (NEW SINGLE-FAMILY DETACHED)
COMPETITION AND SERVICE COMMITMENT AWARDS**

WHEREAS, the City of Westminster has adopted by Ordinance No. 2848 a Growth Management Program for the period 2000 through 2010; and

WHEREAS, the goals of the Growth Management Program include balancing growth with the City's ability to provide water and sewer services, preserving the quality of life for the existing Westminster residents, and providing a balance of housing types; and

WHEREAS, within the Growth Management Program there is a provision that Service Commitments for residential projects shall be awarded in Category B-1 (new single-family detached) on a competitive basis through criteria adopted periodically by resolution of the City Council and that each development shall be ranked within each standard by the degree to which it meets and exceeds the said criteria; and

WHEREAS, the City's ability to absorb and serve new single-family detached development is limited, and the City of Westminster has previously adopted Resolution No. 54, Series of 2003, specifying the various standards for new single-family detached projects based upon their relative impact on the health, safety and welfare interests of the community, and has announced to the development community procedures for weighing and ranking projects prior to receiving the competition applications; and

WHEREAS, the City of Westminster has previously allocated 20 Service Commitments for the year 2006 for use in servicing one new single-family detached project based on the criteria set forth in Section 11-3-1 of the Westminster Municipal Code; and

WHEREAS, one application was received for the single-family detached competition with a total of 16 Service Commitments requested over the next two years for the total build-out of the 16 total single-family detached units proposed.

NOW, THEREFORE, be it resolved by the City Council of the City of Westminster, that:

1. Category B-1 Service Commitment awards are hereby made to the specific projects listed below as follows:

<u>Project</u>	<u>Location</u>	<u># SCs per Year</u>		
		<u>2006</u>	<u>2007</u>	<u>Total</u>
West 101st Court	West of Sheridan Boulevard at 101st Avenue	8	8	16

2. These Service Commitment awards to the projects listed above are conditional and subject to the following:
 - a. For each project, the applicant must complete and submit proposed development plans to the City for the required development review processes. All minimum requirements and all incentive items indicated by the applicant as specified within the competition shall be included as part of the proposed development and listed on the Official Development Plan for the project.
 - b. Service Commitment awards for the projects listed above, if approved by the City, may only be used within the projects specified above.
 - c. These Service Commitment awards shall be subject to all of the provisions specified in the Growth Management Program within Chapter 3 of Title XI of the Westminster Municipal Code.

- d. Each Service Commitment award is conditional upon City approval of each project listed above and does not guarantee City approval of any project, proposed density, and proposed number of units.
 - e. The City of Westminster shall not be required to approve any Comprehensive Land Use Plan amendment, Preliminary Development Plan or amendment, Official Development Plan or amendment, or rezoning action necessary for development of property involved in this Category B-1 award nor shall any other binding effect be interpreted or construed to occur in the City as a part of the Category B-1 award.
 - f. Any and all projects that do not receive City approval are not entitled to the Service Commitment awards, and the Service Commitments shall be returned to the water supply figures.
 - g. The Growth Management Program does not permit City Staff to review any new residential development plans until Service Commitments have been awarded to the project. During the competition process the City Staff does not conduct any formal or technical reviews of any sketch plans submitted by applicants. It should be expected that significant changes to any such plans will be required once the City's development review process begins for any project.
 - h. Awards shown for the year 2006 are effective as of the date of this Resolution (March 13, 2006). Future year awards are effective as of January 1 of the specified year and cannot be drawn prior to that date. If fewer Service Commitments are needed for a project in any given year, the unused amount in that year will be carried over to the following year(s) provided the Service Commitments have not expired.
 - i. In order to demonstrate continued progress on a project, the following deadlines and expiration provisions apply:
 - 1) The project must proceed with the development review process and receive Official Development Plan approval by December 31, 2009, or the entire Service Commitment award for the project shall expire.
 - 2) The project must be issued at least one building permit within one year of Official Development Plan approval, or the entire Service Commitment award for the project shall expire.
 - 3) Following the issuance of the first building permit for the project, all remaining Service Commitments for a project shall expire if no building permit is issued for the project during any consecutive 12-month period.
 - j. If Service Commitments are allowed to expire, or if the applicant chooses not to pursue the development, the Service Commitment award shall be returned to the Service Commitment supply figures. The award recipient shall lose all entitlement to the Service Commitment award under those conditions.
 - k. This award resolution shall supersede all previous Service Commitment award resolutions for the specified project locations.
3. The Category B-1 Service Commitment awards shall be reviewed and updated each year. If it is shown that additional or fewer Service Commitments are needed in the year specified, the City reserves the right to make the necessary modifications.

PASSED AND ADOPTED this 13th day of March, 2006.

ATTEST:

Mayor

City Clerk

RESOLUTION

RESOLUTION NO. 21

INTRODUCED BY COUNCILLORS

SERIES OF 2006

CATEGORY B-4 (NEW TRADITIONAL MIXED-USE NEIGHBORHOOD DEVELOPMENT) COMPETITION AND SERVICE COMMITMENT AWARDS

WHEREAS, the City of Westminster has adopted by Ordinance No. 2848 a Growth Management Program for the period 2000 through 2010; and

WHEREAS, the goals of the Growth Management Program include balancing growth with the City's ability to provide water and sewer services, preserving the quality of life for the existing Westminster residents, and providing a balance of housing types; and

WHEREAS, within the Growth Management Program there is a provision that Service Commitments for residential projects shall be awarded in Category B-4 (new traditional mixed-use neighborhood development) on a competitive basis through criteria adopted periodically by resolution of the City Council and that each development shall be ranked within each standard by the degree to which it meets and exceeds the said criteria; and

WHEREAS, the City's ability to absorb and serve new traditional mixed-use neighborhood development is limited, and the City of Westminster has previously adopted Resolution No. 71, Series of 1999, specifying the various standards for new traditional mixed-use neighborhood development projects based upon their relative impact on the health, safety and welfare interests of the community, and has announced to the development community procedures for weighing and ranking projects prior to receiving the competition applications; and

WHEREAS, the City of Westminster has previously allocated 25 Service Commitments for the year 2006 for use in servicing one new traditional mixed-use neighborhood project based on the criteria set forth in Section 11-3-1 of the Westminster Municipal Code; and

WHEREAS, two applications were received for the traditional mixed-use neighborhood development competition with a total of 128 Service Commitments requested over the next two years for the total build-out of the 256 total residential units proposed; and

WHEREAS, a design jury evaluated the two proposals and staff recommends award to the Village on the Promenade Phase II and the Brookhill Lofts projects for the vacant site in the Promenade between the Westin Hotel and the Ice Centre, north of the proposed Phase I development.

NOW, THEREFORE, be it resolved by the City Council of the City of Westminster, that:

- 1. Category B-4 Service Commitment awards are hereby made to the specific projects listed below as follows:

<u>Project</u>	<u>Location</u>	<u># SCs per Year</u>		
		<u>2006</u>	<u>2007</u>	<u>Total</u>
Village on the Promenade, Phase II	E. of Westm. Bl. between the Westin Hotel and Ice Centre, north of proposed Phase I	25	50	75
Brookhill Lofts	NWC 90th & Vance	0	53	53
		25	103	128

- 2. These Service Commitment awards to the projects listed above are conditional and subject to the following:

- a. For each project, the applicant must complete and submit proposed development plans to the City for the required development review processes.
- b. Service Commitment awards for the projects listed above, if approved by the City, may only be used within the projects specified above.

- c. These Service Commitment awards shall be subject to all of the provisions specified in the Growth Management Program within Chapter 3 of Title XI of the Westminster Municipal Code.
 - d. Each Service Commitment award is conditional upon City approval of each project listed above and does not guarantee City approval of any project, proposed density, and proposed number of units.
 - e. The City of Westminster shall not be required to approve any Comprehensive Land Use Plan amendment, Preliminary Development Plan or amendment, Official Development Plan or amendment, or rezoning action necessary for development of property involved in this Category B-4 award nor shall any other binding effect be interpreted or construed to occur in the City as a part of the Category B-4 award.
 - f. Any and all projects that do not receive City approval are not entitled to the Service Commitment awards, and the Service Commitments shall be returned to the water supply figures.
 - g. The Growth Management Program does not permit City Staff to review any new residential development plans until Service Commitments have been awarded to the project. During the competition process the City Staff does not conduct any formal or technical reviews of any sketch plans submitted by applicants. It should be expected that significant changes to any such plans will be required once the City's development review process begins for any project.
 - h. Awards shown for the year 2006 are effective as of the date of this Resolution (March 13, 2006). Future year awards are effective as of January 1 of the specified year and cannot be drawn prior to that date. If fewer Service Commitments are needed for a project in any given year, the unused amount in that year will be carried over to the following year(s) provided the Service Commitments have not expired.
 - i. In order to demonstrate continued progress on a project, the following deadlines and expiration provisions apply:
 - 1) The project must proceed with the development review process and receive Official Development Plan approval by December 31, 2009, or the entire Service Commitment award for the project shall expire.
 - 2) The project must be issued at least one building permit within one year of Official Development Plan approval, or the entire Service Commitment award for the project shall expire.
 - 3) Following the issuance of the first building permit for the project, all remaining Service Commitments for a project shall expire if no building permit is issued for the project during any consecutive 12-month period.
 - j. If Service Commitments are allowed to expire, or if the applicant chooses not to pursue the development, the Service Commitment award shall be returned to the Service Commitment supply figures. The award recipient shall lose all entitlement to the Service Commitment award under those conditions.
 - k. This award resolution shall supersede all previous Service Commitment award resolutions for the specified project locations.
3. The Category B-4 Service Commitment awards shall be reviewed and updated each year. If it is shown that additional or fewer Service Commitments are needed in the year specified, the City reserves the right to make the necessary modifications.

PASSED AND ADOPTED this 13th day of March, 2006.

ATTEST:

City Clerk

Mayor

New Residential Competitions 2006

The Village on the Promenade - Phase II

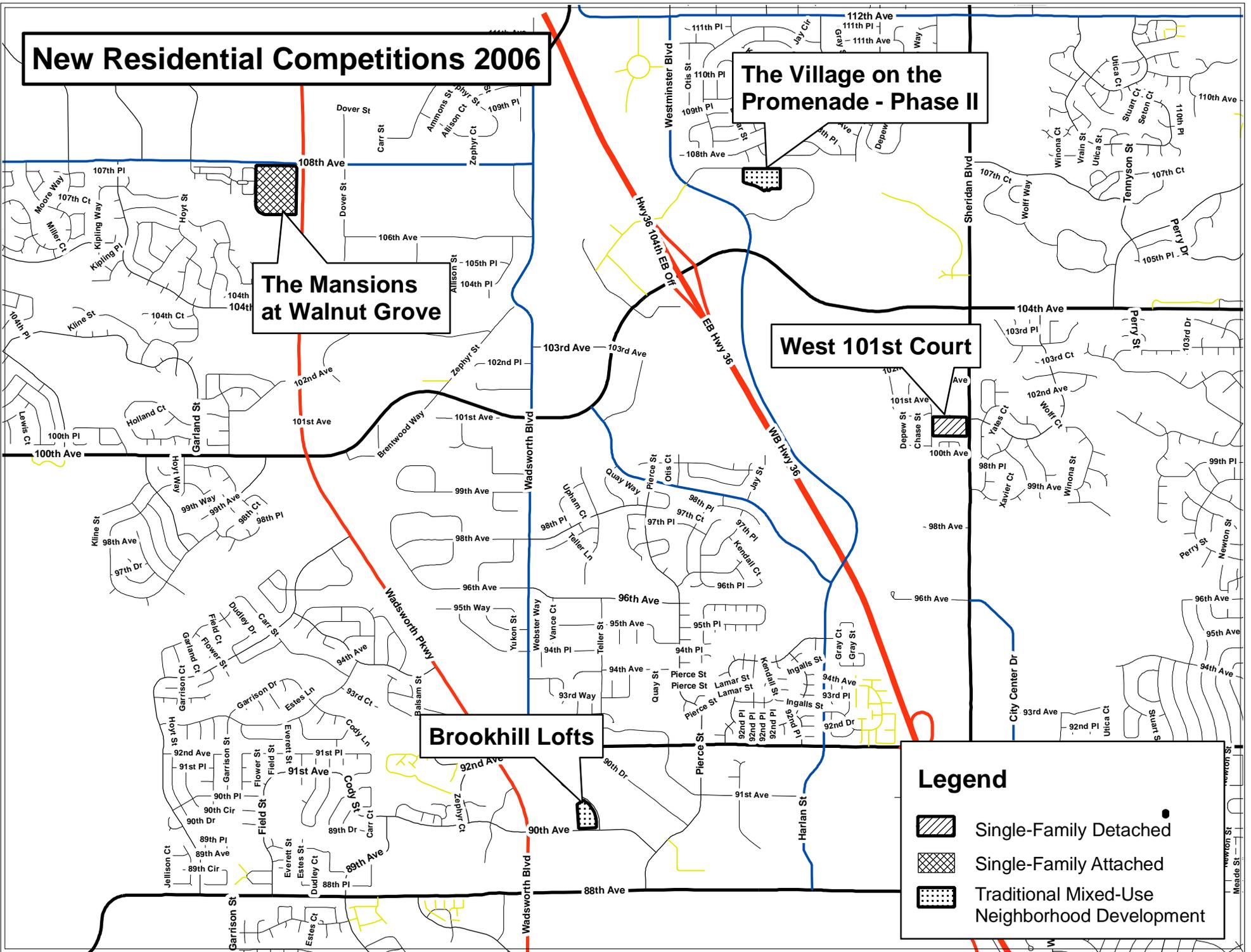
The Mansions at Walnut Grove

West 101st Court

Brookhill Lofts

Legend

-  Single-Family Detached
-  Single-Family Attached
-  Traditional Mixed-Use Neighborhood Development





Agenda Item 10 L

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
March 13, 2006



SUBJECT: Resolution No. 22 re Grant Agreement with Great Outdoors Colorado for the Metzger Farm acquisition

Prepared By: Ruth C. Becker, Open Space Coordinator

Recommended City Council Action:

Adopt Resolution No. 22 authorizing the City Manager to execute the necessary agreements and documents in order to accept the Great Outdoors Colorado Trust Fund (GOCO) grant of \$500,000 to be applied toward the acquisition of the Metzger Farm.

Summary Statement:

- City Council is requested to authorize the City Manager to execute and Staff to submit the necessary documentation required by GOCO in order to receive the \$500,000 grant for the acquisition of the Metzger Farm located at W. 120th Avenue and Lowell Boulevard.
- GOCO awarded a grant of \$500,000 in March, 2004, and the funds will be available for closing on the acquisition of the Metzger Farm, currently scheduled for April 24, 2006.
- City Council previously approved the grant agreement with GOCO for the Metzger Farm grant of \$500,000 on July 12, 2004. The grant agreement has not been signed, and has been modified slightly to recognize changes in the transaction since the original grant agreement was approved.
- As the negotiations with the Metzger family were protracted and agreement for the purchase of the Metzger Farm was not reached until December, 2005, staff is requesting that City Council reauthorize the execution of the GOCO grant agreement and provide the resolution required by GOCO to fund the project.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Should the City accept the \$500,000 grant from GOCO, enter into the Grant Agreement, and submit the necessary documentation for the receipt of the grant to be applied to the Metzger Farm purchase?

Alternative

Council could choose not to accept the \$500,000 grant from GOCO because restrictions must be placed on the uses of the property required to receive the grant. Staff does not recommend this alternative because the \$500,000 grant is a significant award that is necessary to fund the purchase of the Metzger Farm and the restrictions are consistent with the proposed open space use for the Metzger Farm.

Background Information

The closing of the acquisition of the Metzger Farm is scheduled to occur at the end of April, 2006. Negotiations with the Metzger family and the City and County of Broomfield have been premised, in part, upon the receipt of the GOCO grant funds of \$500,000, awarded in March, 2004. The grant agreement will encumber approximately 40 acres of the 152 acre Metzger Farm. The property that is encumbered by the grant contains the ponds, creek corridor and wetlands area at the southern end of the property. This parcel has been created so that the GOCO grant restrictions will not apply to the remaining property that will be subject to the Certificate of Participation agreements. The approximately 40 acre GOCO parcel must be reserved for outdoor recreation use for at least 25 years under the terms of the grant agreement.

GOCO has numerous due diligence requirements and staff is providing GOCO with the information it requires to evaluate the property. Receipt of this \$500,000 grant from GOCO will be a critical piece of the funding needed to allow the Foundation to purchase the Metzger Farm.

Respectfully submitted,

J. Brent McFall
City Manager
Attachment

RESOLUTION

RESOLUTION NO. **22**

INTRODUCED BY COUNCILLORS

SERIES OF 2006

**A RESOLUTION AUTHORIZING THE EXECUTION OF THE GRANT AGREEMENT
BETWEEN THE CITY OF WESTMINSTER AND THE STATE BOARD OF THE GREAT
OUTDOORS COLORADO TRUST FUND FOR A \$500,000 GRANT FOR THE METZGER
FARM ACQUISITION.**

WHEREAS, the City of Westminster has received a \$500,000 grant from The State Board of the Great Outdoors Colorado Trust Fund ("GOCO") for the purchase of the Metzger Farm as open space, subject to the execution of the grant agreement (the "Grant Agreement") and compliance with GOCO's requirements for funding of the grant; and

WHEREAS, the Project Name for the grant is Big Dry Creek and Open Space Corridor Addition: Metzger Farm on Big Dry Creek – an Urban Oasis, GOCO Contract No. 04350; and

WHEREAS, the Grant Agreement requires that the 40 acre portion of the Metzger Farm described in the grant shall be reserved for outdoor recreation use for at least 25 years.

NOW, THEREFORE, be it resolved by the City Council of the City of Westminster that:

Section 1: The City Council hereby authorizes the City Manager to sign the Grant Agreement with GOCO for the Metzger Farm Grant, authorizes staff to provide GOCO with information required to complete the processing of the grant, and authorizes the City Manager to execute other required documentation consistent with the Grant Agreement to obtain the grant funds.

Section 2: The City Council hereby authorizes the reservation of outdoor recreation uses on the 40 acre portion of the Metzger Farm, described in the Grant Agreement, for at least 25 years.

Section 3: This Resolution to be in full force and effect from and after its passage and approval.

PASSED AND ADOPTED this 13th day of March, 2006.

ATTEST:

Mayor Nancy McNally

Linda Yeager, City Clerk

City and County of Broomfield

City of Westminster
Adams County

W. 124th Ave.

Lowell Blvd.

Metzger Farm

Westminster
Open Space

Future Trail

Big Dry Creek

Big Dry Creek Regional Trail

Federal Parkway

Area of
GOCO Grant

120th Ave

119th Mews

Osceola St

118th Mews

118th Pl

Newton St

117th Ct

Westminster
Open Space

Big Dry Creek Regional Trail

Federal Blvd

Federal Blvd

119th Ave

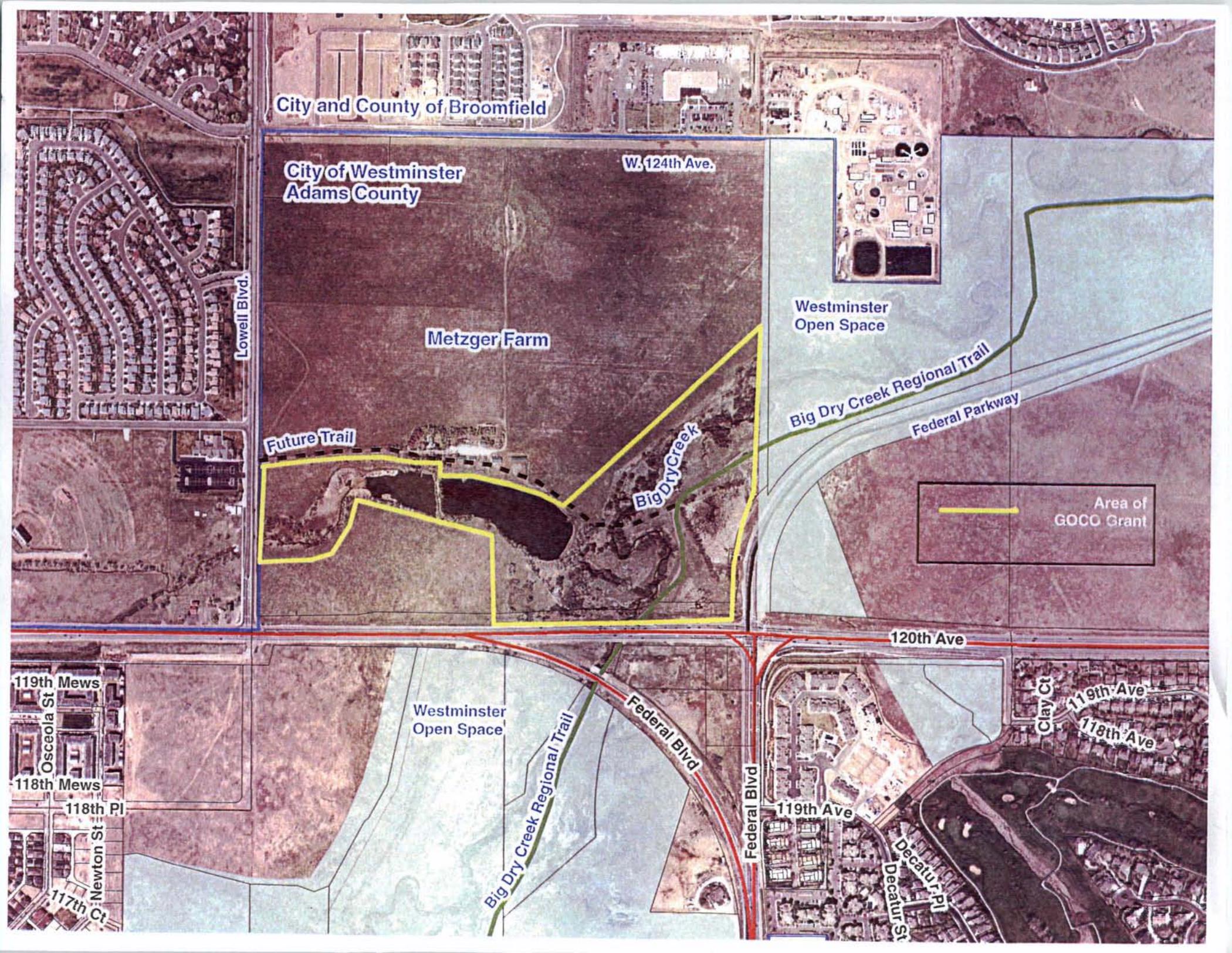
Decatur Pl

Decatur St

Clay Ct

119th Ave

118th Ave





WESTMINSTER

COLORADO

Agenda Memorandum

City Council Meeting
March 13, 2006



SUBJECT: Councillor's Bill No. 16 re Approval of Annually Renewable Open Space Lease Purchase Agreement and Approval of Issuance of Certificates of Participation by The Broomfield-Westminster Open Space Foundation (the "Foundation") for the Metzger Farm open space acquisition.

Prepared By: Tammy Hitchens, Director of Finance,
Ruth C. Becker, Open Space Coordinator

Recommended City Council Action

1. Adopt as an emergency ordinance Councillor's Bill No. 16 in substantially the same form as attached authorizing the execution and delivery of an annually renewable open space lease purchase agreement with the Foundation as lessor, and the City and County of Broomfield and the City of Westminster as lessees, to provide for acquisition of the Metzger Farm, and authorize the payment of the 2006 lease rental payments.
2. Authorize the Foundation to issue certificates of participation, series 2006, in the approximate aggregate principal amount of \$9,500,000 for acquisition of the Metzger farm and authorize the Foundation's sale of the Series 2006 Certificates to the Underwriter.
3. Approve the execution and delivery by the Foundation of the Indenture, in substantially the form and with substantially the same content as presented to this meeting of the City Council.
4. Ratify the Underwriter's use of the Preliminary Official Statement, and authorize the preparation of the final Official Statement, to be distributed in conjunction with the sale of the Certificates, including such modifications, changes, and supplements as are necessary or desirable for the purposes thereof.
5. Authorize the delegation of authority and execution of all documents by those parties identified in Councillor's Bill No. 16 for closing of the Certificate of Participation transaction and lease purchase agreement.

Summary Statement

- In the fall of 2005, the City of Westminster and the City and County of Broomfield entered into an Intergovernmental Agreement to create the Foundation to acquire and finance the Metzger Farm open space acquisition.
- The Intergovernmental Agreement provided that the Foundation would issue Certificates of Participation in the principal amount of approximately \$9,500,000 to finance the bulk of the acquisition of the Metzger Farm.
- Under the proposed lease agreement, the City of Westminster and the City and County of Broomfield shall lease the property from the Foundation pursuant to an annually renewable open space lease agreement. Lease rental payments will be applied by the Foundation to the Certificates of Participation.
- Westminster's rental payments will run through 2016 and shall be approximately \$613,000 per year, payable semiannually. The lease shall be renewable annually by the City and shall not constitute a general obligation or other indebtedness of the City. Rental payments shall be made from currently available budgeted funds.

Expenditure Required: In 2006, the Base Rental payments would be an amount not to exceed \$600,000.

Source of Funds: Open Space Fund Land Purchases Account

Policy Issues

1. Should the City’s Open Space Funds be used for payment of lease rentals on the Metzger Farm open space?
2. Should the City authorize the Foundation to issue Certificates of Participation to finance the Metzger Farm acquisition?

Alternative

Not authorize the annually renewable open space lease and issuance by the Foundation of the Certificates of Participation at this time. This alternative is not recommended because the City of Westminster and the City and County of Broomfield do not have another source of funds to complete the purchase of the Metzger Farm.

Background Information

In October and November of 2005, the City of Westminster and the City and County of Broomfield approved an Intergovernmental Agreement (IGA) to create the Foundation for the acquisition, financing, management and maintenance of the Metzger Farm. On December 15, 2005, the Foundation approved the Purchase and Sale Agreement with the Metzger family for purchase of the 152 acre Metzger Farm at 120th Avenue and Lowell Boulevard. The Foundation is governed by a Board composed of the Mayor from each city, one appointed Council member from each city, and both City Managers. The seventh, neutral member of the Board of Directors is Ray Printz, former director of Jefferson County Open Space.

The purchase price for the Property is \$11,000,000. The purchase is premised on the Foundation completing a proposed financing of approximately \$9,500,000, including financing costs, of which approximately \$8,300,000 will be applied towards the purchase price of the property. While the COPs are outstanding the City and County of Broomfield and the City of Westminster will make Base Rental payments to the Foundation on a semi-annual basis. The Foundation will use the rental payments to make the debt service on the Certificates that it has issued. Each year the Councils of the respective Cities must elect to continue the lease and to budget the necessary rental payments for the next fiscal year. The Foundation will hold title to the Metzger Farm property and shall convey the property to Broomfield and Westminster once the Certificates of Participation have been retired. At that time, Broomfield and Westminster will each own a 50% undivided interest in the Metzger Farm subject to reciprocal conservation easements, provided both cities have made all of their lease payments as scheduled under the IGA.

A chart setting forth the proposed contributions to the purchase price is provided below:

Grants:	Adams County Open Space:	\$1,502,500	
	GOCO:	500,000	
Down payment:	Westminster	37,500	
	Broomfield	37,500	
Certificates of Participation			
	Westminster share	4,323,200	(project amount)
	Broomfield share	3,955,150	(project amount)
Westminster Utility Fund		387,200	6.05 shares of FRICO
Sale of Koleski Parcel		<u>256,950</u>	Westminster contribution
Total Purchase Price:		\$11,000,000	

In addition to the purchase price of the land, there will be additional costs related to the issuance of the COP's. Those total uses of funds are broken down as follows:

	Broomfield	Westminster	Total
Purchase of Land	\$3,955,150	\$4,323,200	\$8,278,350
Deposit to Debt Service Reserve	428,280	467,901	896,181
Underwriter's Discount	45,400	49,600	95,000
Costs of Issuance	<u>111,170</u>	<u>119,299</u>	<u>230,469</u>
	<u>\$4,540,000</u>	<u>\$4,960,000</u>	<u>\$9,500,000</u>

The total purchase price for the land, excluding water rights, is approximately \$70,000 per acre or \$1.62 per square foot. Westminster's contribution to the purchase price for the land is approximately \$30,785 per acre or \$0.71 per square foot. The purchase price for the land only is allocated as follows: Grants: 19%, Westminster's share 43% and Broomfield's share 38%. Staff believes this is a tremendous opportunity for Westminster to preserve this "urban oasis" with contributions of more than fifty percent of the purchase price from partner entities.

Staff is requesting that Council authorize the annually renewable open space lease agreement as an emergency ordinance and authorize the payment of the 2006 rentals due under the open space lease agreement. The basic terms of the lease purchase agreement are as follows:

- The initial lease term starts on or about April 15, 2006 and ends on December 31, 2006. Under the lease Subsequent Terms would begin on January 1 of any year and end on December 31 of that year. The lease provides for lessees at their option to renew the lease for up to 19 Subsequent Terms. At this time the lease provides for the City to have annual renewal options that end December 31, 2016 and the City and County of Broomfield up to December 31, 2025.
- The lessees will make two types of lease payments on an annual basis, Base Rentals and Additional Rentals. Base Rentals are comprised of an interest component and a principal component. Additional Rentals are those needed to cover the cost of all taxes, insurance premiums and reasonable expenses of the Trustee, utility charges, costs of maintenance, upkeep, and repair, Reserve Fund payments with respect to the property. Rental payments will be made to the Trustee on May 15 and November 15 of each year for which the lease has been renewed.
- The lessees' obligation to make lease payments is subject to the annual right to renew the lease.
- The lessees have the ability to purchase the property by paying an Optional Purchase Price, as is defined in the Lease Purchase Agreement, at any time during the lease. If the lessees have paid all of the respective Base Rentals and all Additional Rentals, then the lessor will also convey the property to the lessees.
- The lease agreement also provides the mechanism for one lessee to assume the obligation to the Base Rentals or Additional Rentals of the other lessee in the event of non-appropriation of the rental expense. Council is also being asked to authorize the Foundation to issue the Certificates of Participation and authorize the Foundation to execute the related financing documents, including but not limited to the Indenture, the Open Space Lease Purchase Agreement, the Preliminary Official Statement, Certificate Purchase Agreement, and the Continuing Disclosure Undertaking,

The City and County of Broomfield will be asked to authorize these actions by adopting a parallel ordinance. Broomfield's first reading was accomplished on February 28, 2006 and second reading is scheduled for March 21, 2006. The agreements referred to in this memo will not go into effect unless the City and County of Broomfield approves on second reading its actions relevant to the transaction.

Respectfully submitted,

J. Brent McFall, City Manager

Attachment: Revised Lease Lease Purchase Indenture Certification Disclosure Statement

Councillors Bill No. 16, Series 2006

BY AUTHORITY

ORDINANCE NO. **3270**

COUNCILLOR'S BILL NO. **16**

SERIES OF 2006

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ANNUALLY RENEWABLE OPEN SPACE LEASE PURCHASE AGREEMENT AMONG THE BROOMFIELD-WESTMINSTER OPEN SPACE FOUNDATION, INC., AS LESSOR, THE CITY AND COUNTY OF BROOMFIELD, COLORADO, AND THE CITY OF WESTMINSTER, COLORADO, AS LESSEES, TO PROVIDE FOR OPEN SPACE LAND; PROVIDING FOR BASE RENTAL AND ADDITIONAL RENTAL PAYMENTS FROM CURRENTLY BUDGETED EXPENDITURES OF THE CITY OF WESTMINSTER; PROVIDING OTHER COVENANTS AND DETAILS IN CONNECTION THEREWITH, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Westminster, Colorado (the "City" or "Westminster"), is a political subdivision of the State, a body corporate and politic, a home-rule City pursuant to Article XX of the State Constitution; and

WHEREAS, Section 2.1 of the Charter of the City (the "Charter") provides that the City may purchase, receive, hold and enjoy or sell and dispose of real and personal property; and

WHEREAS, Chapter XI of the Charter provides that the City may borrow money for any municipal purpose as provided in the Charter and issue any legally recognized security which the City Council of the City (the "Council") may provide; and

WHEREAS, Section 11.3 of the Charter provides that the City is authorized to enter into installment purchase contracts or lease option contracts in order to provide necessary land, buildings, equipment and other property for governmental purposes; and

WHEREAS, on October 25, 2005, Westminster and the City and County of Broomfield, Colorado ("Broomfield") entered into an intergovernmental agreement (the "IGA") to provide for the allocation of responsibilities between each party in connection with the acquisition, financing, ownership, operation and maintenance of certain open space land, including the formation of a nonprofit corporation; and

WHEREAS, on November 7, 2005, the Council adopted Ordinance No. 3250, that authorized the organization of The Broomfield-Westminster Open Space Foundation, Inc., a Colorado nonprofit corporation for the purpose of financing and leasing real property to use as open space for the City and County of Broomfield ("Broomfield") and for Westminster; and

WHEREAS, on November 22, 2005, the City Council of Broomfield adopted Ordinance No. 1825, that authorized the organization of The Broomfield-Westminster Open Space Foundation, Inc., a Colorado nonprofit corporation for the purpose of financing and leasing real property to use as open space for Broomfield and for Westminster; and

WHEREAS, on December 13, 2005, The Broomfield-Westminster Open Space Foundation, Inc. (the "Foundation" or the "Lessor") was incorporated as a Colorado nonprofit corporation; and

WHEREAS, the Foundation is a nonprofit corporation, duly organized, existing, and in good standing under the laws of the State of Colorado, duly qualified to do business in the State of Colorado, and authorized under its Articles and Bylaws to own and hold real and personal property, to lease the same as lessor, and to act in the manner contemplated herein; and

WHEREAS, on December 14, 2005, the Foundation entered into a Purchase and Sale Agreement (the "Purchase and Sale Agreement") to acquire approximately 150 acres of open space land (the "Open Space Land") of which approximately 110 acres in the approximate amount of \$9,500,000 (the "Property") would be financed, pursuant to the IGA, with rental payments from Broomfield and Westminster under an annually renewable lease among the Foundation, Broomfield and Westminster; and

WHEREAS, the Council has determined and hereby determines that it is in the best interest of Westminster and its inhabitants that Westminster enter into an Open Space Lease Purchase Agreement (the "Lease") with the Lessor, to provide for the financing of the Property, and the leasing by Westminster from the Lessor of the Property; and

WHEREAS, the City Council of Broomfield has determined that it is in the best interest of Broomfield and its inhabitants that Broomfield enter into the Lease with the Lessor, to provide for the financing of the Property, and the leasing by Broomfield from the Lessor of the Property; and

WHEREAS, Broomfield and Westminster (collectively, the "Lessees") will enter into the Lease with the Foundation; and

WHEREAS, pursuant to that certain Mortgage and Indenture of Trust dated as of April 15, 2006 (the "Indenture"), by and between the Lessor and American National Bank, Denver, Colorado, as trustee (the "Trustee"), the Lessor will assign all of its right, title, and interest in, to, and under the Lease to the Trustee; and

WHEREAS, there will be issued pursuant to the Indenture, Certificates of Participation, Series 2006 (the "Series 2006 Certificates"), in an aggregate principal amount not to exceed \$9,500,000, evidencing assignments of proportionate interests in rights to receive certain payments under the Lease; and

WHEREAS, the proceeds derived from the sale of the Series 2006 Certificates shall be placed in special funds and trust accounts, to fund certain payments and to acquire the Property; and

WHEREAS, the Base Rentals and Additional Rentals (as defined in the Lease) payable by Broomfield and Westminster under the Lease shall constitute currently budgeted expenditures of Broomfield and Westminster and shall not constitute a general obligation or other indebtedness of Broomfield or Westminster nor a mandatory charge or requirement against Broomfield or Westminster in any ensuing fiscal year beyond the then current fiscal year; and

WHEREAS, the Series 2006 Certificates shall evidence assignments of proportionate interests in the Revenues (as defined in the Lease), shall be payable solely from the sources therein provided, and shall not constitute a general obligation or other indebtedness of Broomfield or Westminster nor a mandatory charge or requirement against Broomfield or Westminster in any ensuing fiscal year beyond the then current fiscal year; and

WHEREAS, neither the Lease nor the issuance of the Series 2006 Certificates shall directly or indirectly obligate Broomfield or Westminster to make any payments beyond those appropriated for Broomfield's and Westminster's then current fiscal year; and

WHEREAS, Section 11-57-204 of the Supplemental Public Securities Act, constituting part 2 of Article 57 of Title 11, C.R.S., (the "Supplemental Act") provides that a public entity, including Broomfield and Westminster, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act to an issuance and Westminster hereby elects and Broomfield will elect to apply all the provisions of the Supplemental Act to the Lease; and

WHEREAS, pursuant to Section 11-57-203 of the Supplemental Act, the Council desires to delegate to the Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager, and the Finance Director of the City, each individually, the power to determine Base Rentals and Additional Rentals under the Lease, the prepayment provisions, if any, all as set forth in the Lease Certificate (the

"Lease Certificate") the form of which will be completed upon the sale of the Series 2006 Certificates and which will be attached to this Ordinance as Appendix A and incorporated herein; and

WHEREAS, there have been presented to the Council: (1) the proposed form of Lease Certificate; (2) the proposed form of the annually renewable Open Space Lease Purchase Agreement dated as of April 15, 2006 (the "Lease") between the Foundation, as Lessor and Broomfield and Westminster, as tenants in common, as Lessees, including therein the schedules of Base Rentals, Additional Rentals and Purchase Option Prices (as defined in the Lease); (3) the proposed form of Mortgage and Indenture of Trust dated as of April 15, 2006 (the "Indenture") between the Foundation, as Grantor and American National Bank., Denver, Colorado, as Trustee (the "Trustee"); (4) the Preliminary Official Statement (the "Preliminary Official Statement"), previously distributed to prospective purchasers of the Certificates; and (5) the Continuing Disclosure Undertaking (the "Undertaking") dated as of April 15, 2006; (collectively, the "Basic Documents"); and

WHEREAS, the Council has determined that it is necessary and advisable to approve and authorize the execution of the Lease and the other Basic Documents to which Westminster is a party and to approve and authorize actions to be taken by Westminster's representatives on the Board of Directors of the Foundation; and

WHEREAS, no member of the Council has any conflict of interest or is interested in any pecuniary manner in the transactions contemplated by this Ordinance.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. That the recitals hereto are hereby ratified, confirmed and incorporated herein by reference. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Council and officers and employees of the City, in connection with the Open Space Land, the Property and the financing thereof are hereby ratified, approved, and confirmed.

Section 2. That the Council hereby finds and determines, pursuant to the Constitution and laws of the State of Colorado, that the financing of the Property and the leasing of the Property (as defined in the Lease) from the Foundation, under the terms and provisions set forth in the Lease, are necessary, convenient, and in furtherance of the governmental purposes of the City, and are in the best interests of the City and its citizens and inhabitants; and the Council hereby authorizes such financing of the Property, and such leasing of the Property, under the terms and provisions of the Lease.

Section 3. That pursuant to Section 11-57-204 of the Supplemental Public Securities Act, a public entity, including Broomfield and Westminster, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act. The Council hereby elects to apply all or any of the provisions of the Supplemental Act to the Lease. Pursuant to such election to apply Section 11-57-205 of the Supplemental Public Securities Act to the Lease, the Council of the City hereby delegates to the Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager, and the Finance Director of the City, each individually, the authority to make the following determinations with respect to the Lease, subject to the parameters and restrictions contained in this Ordinance, without any requirement that the Council approve such determinations:

(a) Base Rentals and Additional Rentals: Base Rentals shall not exceed \$1,000,000 per year. Westminster Base Rentals shall not exceed \$615,000 per year. Additional Rentals are not expected to exceed \$25,000 per year. Westminster Additional Rentals are not expected to exceed \$12,500 per year.

(b) Interest Rate: The interest rate which is a component of the Base Rentals shall not exceed six percent (6.00 %) per annum.

(c) Redemption Provisions: The prepayment provisions of the Lease, provided that the Lease shall be subject to prepayment not later than December 1, 2016, at a premium of not more than three percent (3%).

(d) Principal Amount: The principal component of the Base Rentals, provided that such principal amount shall not exceed \$9,500,000.

The determinations as to Base Rentals shall be evidenced by the Lease Certificate. The Lease Certificate shall be in substantially the form attached hereto as Appendix A.

Section 4. That the City Clerk or any Deputy City Clerk is hereby authorized and directed to attest all signatures and acts of any official of the City in connection with the matters authorized by this Ordinance, and to place the seal of the City on the documents authorized and approved by this Ordinance. The Mayor and other officials of the City are hereby authorized to execute and deliver for and on behalf of the City any and all additional certificates, documents, and other papers and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized by this Ordinance. The appropriate officers of the City are authorized to execute on behalf of the City agreements concerning the deposit and investment of funds in connection with the transactions contemplated by this Ordinance.

Section 5. That no provision of this Ordinance, the Lease, the Series 2006 Certificates, or the Indenture shall be construed as creating or constituting a general obligation or other indebtedness of the City, nor a mandatory charge or requirement against the City in any ensuing budget year beyond the then current budget year. The City shall have no obligation to make any payment with respect to the Series 2006 Certificates except in connection with the payment of the Base Rentals (as defined in the Lease) and certain other payments under the Lease, which payments may be terminated by the City in accordance with the provisions of the Lease.

Section 6. That the estimated maximum schedule of Foundation Base Rentals (as defined in the Lease) that shall be payable during the Lease Term (as defined in the Lease) on May 15 and November 15 each year, beginning May 15, 2006 are set forth in the Appendix B attached hereto and incorporated herein, with the final schedule of Foundation Base Rentals to be set forth on the Lease Certificate.

The Council hereby determines and declares that Foundation Base Rentals do not exceed a reasonable amount so as to place Westminster under an economic compulsion to renew the Lease or to exercise its option to purchase the Property pursuant to the Lease.

Section 7. That the estimated maximum schedule of Broomfield Base Rentals that shall be payable during the Lease Term on May 15 and November 15 each year, beginning May 15, 2006 are set forth in the Appendix C attached hereto and incorporated herein, with the final schedule of Broomfield Base Rentals to be set forth on the Lease Certificate.

Section 8. That the estimated maximum schedule of Westminster Base Rentals that shall be payable during the Lease Term on May 15 and November 15 each year, beginning May 15, 2006 are set forth in the Appendix D attached hereto and incorporated herein, with the final schedule of Westminster Base Rentals to be set forth on the Lease Certificate.

The Council hereby determines and declares that Westminster Base Rentals do not exceed a reasonable amount so as to place Westminster under an economic compulsion to renew the Lease or to exercise its option to purchase the Property pursuant to the Lease.

Section 9. That the estimated maximum Purchase Option Price schedules of Broomfield and Westminster are set forth in the Appendix E attached hereto and incorporated herein, with the final Purchase Option Price schedules to be set forth on the Lease Certificate.

Section 10. That the Preliminary Official Statement has been and is hereby deemed final as of its date, except for the omission of the offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, delivery date, ratings, and certain other terms. The City hereby ratifies the Underwriter's use of the Preliminary Official Statement, and hereby authorizes the preparation of the final Official Statement, to be distributed in conjunction with the sale of the Certificates, including such modifications, changes, and supplements as are necessary or desirable for the

purposes thereof. The Mayor, the City Manager and Finance Director are hereby authorized to execute the final Official Statement, with such modifications, changes, and supplements therein as they shall approve. The officers are further authorized to advise the Underwriter in writing regarding limitations on the use of such documents and any modifications, changes, and supplements thereto for purposes of marketing or reoffering the Series 2006 Certificates as the officers deem necessary or appropriate to protect the interests of the City.

Section 11. That the City covenants and agrees that it will take all actions that may be required of it (including, without implied limitation, the timely filing of a federal information return with respect to the Series 2006 Certificates) so that the portion of the Base Rentals which is designated in the Lease and paid by the City as interest on the Series 2006 Certificates will be and remain excluded from gross income for federal income tax purposes, and will not take any actions which would adversely affect such exclusion.

Section 12. That the forms, terms, and provisions of the Lease and the Undertaking be and they are hereby approved and the City shall enter into the Lease the Undertaking and such documents to which it is a party in substantially the form of such documents as presented to the Council or authorized herein, with such changes therein as are not inconsistent herewith; and the Mayor and the officers and employees of the City are hereby authorized and directed to execute and deliver such documents, the City Clerk is hereby authorized and directed to affix the City's seal to, and to attest and countersign such documents and such other agreements as may be necessary or desirable to effectuate the provisions of this Ordinance and comply with the requirements of law.

Section 13. That the Council hereby determines that the person currently designated as City Representative, as defined and as further provided in the Lease, shall be the City Manager or Assistant City Manager. The City Representative may be changed by resolution hereafter adopted by the Council.

Section 14. That should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such determination shall not affect, impair, or invalidate the remaining provisions hereof, the intention being that the various provisions hereof are severable.

Section 15. That this Ordinance shall be in full force and effect immediately following its passage. This Ordinance, as adopted by the Council, shall be numbered and recorded in the official records of the City. Its adoption and publication shall be authenticated by the signature of the Mayor and the City Clerk and published in accordance with law.

Section 16. That in order to complete the financing and purchase of the Open Space Land in accordance with the Purchase and Sale Agreement, it is hereby declared that an emergency exists and that this Ordinance is immediately necessary for the preservation of the public peace, health, safety and welfare of the City. This Ordinance is hereby declared, pursuant to Section 8.14 of the Charter, to be exempt from referendum.

INTRODUCED, PASSED, ADOPTED AS AN EMERGENCY ORDINANCE AND FULL TEXT ORDERED PUBLISHED this 13th day of March, 2006.

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

(SEAL)

City Attorney

APPENDIX A

(Form of Lease Certificate)

LEASE CERTIFICATE

The undersigned officials of the City and County of Broomfield, Colorado ("Broomfield") and the City of Westminster, Colorado ("Westminster"), in connection with the execution and delivery of an annually renewable Open Space Lease Purchase Agreement (with authorization for Certificates of Participation, Series 2006, in the aggregate principal amount not to exceed \$9,500,000, evidencing assignments of proportionate interests in rights to receive certain payments thereunder) among The Broomfield-Westminster Open Space Foundation, Inc., as lessor, and Broomfield and Westminster, as lessees (the "Lease") hereby certify as follows:

1. On March 21, 2006, the City Council of Broomfield adopted Ordinance No.1830, Amended (the "Broomfield Ordinance") authorizing the execution and delivery of the Lease On March 13, 2006, the City Council of Westminster adopted Ordinance No. _____ (the "Westminster Ordinance") authorizing the execution and delivery of the Lease.

2. The schedules of Foundation Base Rentals, Broomfield Base Rentals, Westminster Base Rental and Purchase Option Prices of Broomfield and Westminster are based on the principal amounts and interest rates of the Series 2006 Certificates and are attached hereto.

4. The Lease is subject to prepayment based on the redemption provisions of the Series 2006 Certificates as follows:

IN WITNESS WHEREOF, the City Council of the City and County of Broomfield Colorado, and the City Council of Westminster, Colorado have caused this Certificate to be signed by _____ of Broomfield and _____ of Westminster, this ___ day of April, 2006.

APPENDIX B

FOUNDATION

MAXIMUM BASE RENTAL SCHEDULE (ESTIMATED)

Year	Principal	Interest	Total
2006	470,000.00	522,500.00	992,500.00
2007	495,000.00	496,650.00	991,650.00
2008	525,000.00	469,425.00	994,425.00
2009	555,000.00	440,550.00	995,550.00
2010	580,000.00	410,025.00	990,025.00
2011	615,000.00	378,125.00	993,125.00
2012	650,000.00	344,300.00	994,300.00
2013	685,000.00	308,550.00	993,550.00
2014	720,000.00	270,875.00	990,875.00
2015	760,000.00	231,275.00	991,275.00
2016	805,000.00	189,475.00	994,475.00
2017	235,000.00	145,200.00	380,200.00
2018	250,000.00	132,275.00	382,275.00
2019	260,000.00	118,525.00	378,525.00
2020	275,000.00	104,225.00	379,225.00
2021	290,000.00	89,100.00	379,100.00
2022	305,000.00	73,150.00	378,150.00
2023	325,000.00	56,375.00	381,375.00
2024	340,000.00	38,500.00	378,500.00
2025	360,000.00	19,800.00	379,800.00
Total	9,500,000.00	4,838,900.00	14,338,900.00

APPENDIX C

**CITY AND COUNTY BROOMFIELD
MAXIMUM BASE RENTAL SCHEDULE (ESTIMATED)**

Year	Principal	Interest	Total
2006	130,000.00	249,700.00	379,700.00
2007	135,000.00	242,550.00	377,550.00
2008	145,000.00	235,125.00	380,125.00
2009	155,000.00	227,150.00	382,150.00
2010	160,000.00	218,625.00	378,625.00
2011	170,000.00	209,825.00	379,825.00
2012	180,000.00	200,475.00	380,475.00
2013	190,000.00	190,575.00	380,575.00
2014	200,000.00	180,125.00	380,125.00
2015	210,000.00	169,125.00	379,125.00
2016	225,000.00	157,575.00	382,575.00
2017	235,000.00	145,200.00	380,200.00
2018	250,000.00	132,275.00	382,275.00
2019	260,000.00	118,525.00	378,525.00
2020	275,000.00	104,225.00	379,225.00
2021	290,000.00	89,100.00	379,100.00
2022	305,000.00	73,150.00	378,150.00
2023	325,000.00	56,375.00	381,375.00
2024	340,000.00	38,500.00	378,500.00
2025	360,000.00	19,800.00	379,800.00
Total	4,540,000.00	3,058,000.00	7,598,000.00

APPENDIX D

**CITY OF WESTMINSTER
MAXIMUM BASE RENTAL SCHEDULE (ESTIMATED)**

Year	Principal	Interest	Total
2006	340,000.00	272,800.00	612,800.00
2007	360,000.00	254,100.00	614,100.00
2008	380,000.00	234,300.00	614,300.00
2009	400,000.00	213,400.00	613,400.00
2010	420,000.00	191,400.00	611,400.00
2011	445,000.00	168,300.00	613,300.00
2012	470,000.00	143,825.00	613,825.00
2013	495,000.00	117,975.00	612,975.00
2014	520,000.00	90,750.00	610,750.00
2015	550,000.00	62,150.00	612,150.00
2016	580,000.00	31,900.00	611,900.00
Total	4,960,000.00	1,780,900.00	6,740,900.00

APPENDIX E

**MAXIMUM PURCHASE OPTION PRICE SCHEDULE
(ESTIMATED)**

Prior to Dec 1	Broomfield	Westminster	Total
2006	4,540,000.00	4,960,000.00	9,500,000.00
2007	4,410,000.00	4,620,000.00	9,030,000.00
2008	4,275,000.00	4,260,000.00	8,535,000.00
2009	4,130,000.00	3,880,000.00	8,010,000.00
2010	3,975,000.00	3,480,000.00	7,455,000.00
2011	3,815,000.00	3,060,000.00	6,875,000.00
2012	3,645,000.00	2,615,000.00	6,260,000.00
2013	3,465,000.00	2,145,000.00	5,610,000.00
2014	3,275,000.00	1,650,000.00	4,925,000.00
2015	3,075,000.00	1,130,000.00	4,205,000.00
2016	2,865,000.00	580,000.00	3,445,000.00
2017	2,640,000.00		2,640,000.00
2018	2,405,000.00		2,405,000.00
2019	2,155,000.00		2,155,000.00
2020	1,895,000.00		1,895,000.00
2021	1,620,000.00		1,620,000.00
2022	1,330,000.00		1,330,000.00
2023	1,025,000.00		1,025,000.00
2024	700,000.00		700,000.00
2025	360,000.00		360,000.00

BY AUTHORITY

ORDINANCE NO. 3270

COUNCILLOR'S BILL NO. 16

SERIES OF 2006

INTRODUCED BY COUNCILLOR _____

A BILL

FOR AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ANNUALLY RENEWABLE OPEN SPACE LEASE PURCHASE AGREEMENT AMONG THE BROOMFIELD-WESTMINSTER OPEN SPACE FOUNDATION, INC., AS LESSOR, THE CITY AND COUNTY OF BROOMFIELD, COLORADO, AND THE CITY OF WESTMINSTER, COLORADO, AS LESSEES, TO PROVIDE FOR OPEN SPACE LAND; PROVIDING FOR BASE RENTAL AND ADDITIONAL RENTAL PAYMENTS FROM CURRENTLY BUDGETED EXPENDITURES OF THE CITY OF WESTMINSTER; PROVIDING OTHER COVENANTS AND DETAILS IN CONNECTION THEREWITH, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Westminster, Colorado (the "City" or "Westminster"), is a political subdivision of the State, a body corporate and politic, a home-rule City pursuant to Article XX of the State Constitution; and

WHEREAS, Section 2.1 of the Charter of the City (the "Charter") provides that the City may purchase, receive, hold and enjoy or sell and dispose of real and personal property; and

WHEREAS, Chapter XI of the Charter provides that the City may borrow money for any municipal purpose as provided in the Charter and issue any legally recognized security which the City Council of the City (the "Council") may provide; and

WHEREAS, Section 11.3 of the Charter provides that the City is authorized to enter into installment purchase contracts or lease option contracts in order to provide necessary land, buildings, equipment and other property for governmental purposes; and

WHEREAS, on October 25, 2005, Westminster and the City and County of Broomfield, Colorado ("Broomfield") entered into an intergovernmental agreement (the "IGA") to provide for the allocation of responsibilities between each party in connection with the acquisition, financing, ownership, operation and maintenance of certain open space land, including the formation of a nonprofit corporation; and

WHEREAS, on November 7, 2005, the Council adopted Ordinance No. 3250, that authorized the organization of The Broomfield-Westminster Open Space Foundation, Inc., a Colorado nonprofit corporation for the purpose of financing and leasing real property to use as open space for the City and County of Broomfield ("Broomfield") and for Westminster; and

WHEREAS, on November 22, 2005, the City Council of Broomfield adopted Ordinance No. 1825, that authorized the organization of The Broomfield-Westminster Open Space Foundation, Inc., a Colorado nonprofit corporation for the purpose of financing and leasing real property to use as open space for Broomfield and for Westminster; and

WHEREAS, on December 13, 2005, The Broomfield-Westminster Open Space Foundation, Inc. (the "Foundation" or the "Lessor") was incorporated as a Colorado nonprofit corporation; and

WHEREAS, the Foundation is a nonprofit corporation, duly organized, existing, and in good standing under the laws of the State of Colorado, duly qualified to do business in the State of Colorado, and authorized under its Articles and Bylaws to own and hold real and personal property, to lease the same as lessor, and to act in the manner contemplated herein; and

WHEREAS, on December 14, 2005, the Foundation entered into a Purchase and Sale Agreement (the "Purchase and Sale Agreement") to acquire approximately 150 acres of open space land (the "Open Space Land") of which approximately 110 acres in the approximate amount of \$9,500,000 (the "Property") would be financed, pursuant to the IGA, with rental payments from Broomfield and Westminster under an annually renewable lease among the Foundation, Broomfield and Westminster; and

WHEREAS, the Council has determined and hereby determines that it is in the best interest of Westminster and its inhabitants that Westminster enter into an Open Space Lease Purchase Agreement (the "Lease") with the Lessor, to provide for the financing of the Property, and the leasing by Westminster from the Lessor of the Property; and

WHEREAS, the City Council of Broomfield has determined that it is in the best interest of Broomfield and its inhabitants that Broomfield enter into the Lease with the Lessor, to provide for the financing of the Property, and the leasing by Broomfield from the Lessor of the Property; and

WHEREAS, Broomfield and Westminster (collectively, the "Lessees") will enter into the Lease with the Foundation; and

WHEREAS, pursuant to that certain Mortgage and Indenture of Trust dated as of April 15, 2006 (the "Indenture"), by and between the Lessor and American National Bank, Denver, Colorado, as trustee (the "Trustee"), the Lessor will assign all of its right, title, and interest in, to, and under the Lease to the Trustee; and

WHEREAS, there will be issued pursuant to the Indenture, Certificates of Participation, Series 2006 (the "Series 2006 Certificates"), in an aggregate principal amount not to exceed \$9,500,000, evidencing assignments of proportionate interests in rights to receive certain payments under the Lease; and

WHEREAS, the proceeds derived from the sale of the Series 2006 Certificates shall be placed in special funds and trust accounts, to fund certain payments and to acquire the Property; and

WHEREAS, the Base Rentals and Additional Rentals (as defined in the Lease) payable by Broomfield and Westminster under the Lease shall constitute currently budgeted expenditures of Broomfield and Westminster and shall not constitute a general obligation or other indebtedness of Broomfield or Westminster nor a mandatory charge or requirement against Broomfield or Westminster in any ensuing fiscal year beyond the then current fiscal year; and

WHEREAS, the Series 2006 Certificates shall evidence assignments of proportionate interests in the Revenues (as defined in the Lease), shall be payable solely from the sources therein provided, and shall not constitute a general obligation or other indebtedness of Broomfield or Westminster nor a mandatory charge or requirement against Broomfield or Westminster in any ensuing fiscal year beyond the then current fiscal year; and

WHEREAS, neither the Lease nor the issuance of the Series 2006 Certificates shall directly or indirectly obligate Broomfield or Westminster to make any payments beyond those appropriated for Broomfield's and Westminster's then current fiscal year; and

WHEREAS, Section 11-57-204 of the Supplemental Public Securities Act, constituting part 2 of Article 57 of Title 11, C.R.S., (the "Supplemental Act") provides that a public entity, including Broomfield and Westminster, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act to an issuance and Westminster hereby elects and Broomfield will elect to apply all the provisions of the Supplemental Act to the Lease; and

WHEREAS, pursuant to Section 11-57-203 of the Supplemental Act, the Council desires to delegate to the Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager, and the Finance Director of the City, each individually, the power to determine Base Rentals and Additional Rentals under the Lease, the prepayment provisions, if any, all as set forth in the Lease Certificate (the "Lease Certificate") the form of which will be completed upon the sale of the Series 2006 Certificates and which will be attached to this Ordinance as Appendix A and incorporated herein; and

WHEREAS, the Base Rentals under the Lease will be determined after the adoption of this Ordinance and the sale of the 2006 Certificates in amounts sufficient to pay the principal of, premium, if any, and interest on the Series 2006 Certificates; and

WHEREAS, there have been presented to the Council: (1) the proposed form of Lease Certificate; (2) the proposed form of the annually renewable Open Space Lease Purchase Agreement dated as of April 15, 2006 (the "Lease") between the Foundation, as Lessor and Broomfield and Westminster, as tenants in common, as Lessees, including therein the schedules of Base Rentals, Additional Rentals and Purchase Option Prices (as defined in the Lease); (3) the proposed form of Mortgage and Indenture of Trust dated as of April 15, 2006 (the "Indenture") between the Foundation, as Grantor and American National Bank., Denver, Colorado, as Trustee (the "Trustee"); (4) the Preliminary Official Statement (the "Preliminary Official Statement"),

previously distributed to prospective purchasers of the Certificates; and (5) the Continuing Disclosure Undertaking (the "Undertaking") dated as of April 15, 2006; (collectively, the "Basic Documents"); and

WHEREAS, the Council has determined that it is necessary and advisable to approve and authorize the execution of the Lease and the other Basic Documents to which Westminster is a party and to approve and authorize actions to be taken by Westminster's representatives on the Board of Directors of the Foundation; and

WHEREAS, no member of the Council has any conflict of interest or is interested in any pecuniary manner in the transactions contemplated by this Ordinance.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. That the recitals hereto are hereby ratified, confirmed and incorporated herein by reference. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Council and officers and employees of the City, in connection with the Open Space Land, the Property and the financing thereof are hereby ratified, approved, and confirmed.

Section 2. That the Council hereby finds and determines, pursuant to the Constitution and laws of the State of Colorado, that the financing of the Property and the leasing of the Property (as defined in the Lease) from the Foundation, under the terms and provisions set forth in the Lease, are necessary, convenient, and in furtherance of the governmental purposes of the City, and are in the best interests of the City and its citizens and inhabitants; and the Council hereby authorizes such financing of the Property, and such leasing of the Property, under the terms and provisions of the Lease.

Section 3. That the Council hereby acknowledges the issuance of the Series 2006 Certificates pursuant to the Indenture in the form, and with the terms and provisions contained in the Indenture, in substantially the form presented to this meeting of the Council.

Section 4. That the Council hereby acknowledges the sale of the Series 2006 Certificates to RBC Capital Markets, as Underwriter (the "Underwriter"), in an aggregate principal amount not to exceed \$9,500,000, less discount.

Section 5. That pursuant to Section 11-57-204 of the Supplemental Public Securities Act, a public entity, including Broomfield and Westminster, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act. The Council hereby elects to apply all or any of the provisions of the Supplemental Act to the Lease. The Series 2006 Certificates shall contain a recital that they are issued pursuant to the Supplemental Public Securities Act, which recital shall be conclusive evidence of the validity and regularity of the issuance of the Series 2006 Certificates after their delivery for value. Pursuant to such election to apply Section 11-57-205 of the Supplemental Public Securities Act to the Lease, the Council of the City hereby delegates to the Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager, and the Finance Director of the City, each individually, the authority to make the following

determinations with respect to the Lease, subject to the parameters and restrictions contained in this Ordinance, without any requirement that the Council approve such determinations:

(a) **Base Rentals and Additional Rentals:** Base Rentals shall not exceed \$1,000,000 per year. Westminster Base Rentals shall not exceed \$615,000 per year. Additional Rentals are not expected to exceed \$25,000 per year. Westminster Additional Rentals are not expected to exceed \$12,500 per year.

(b) **Interest Rate:** The interest rate, which is a component of Base Rentals, shall not exceed six percent (6.00 %) per annum.

(c) **Redemption Provisions:** The prepayment provisions of the Lease, provided that the Lease shall be subject to prepayment not later than December 1, 2016, at a premium of not more than three percent (3%) of the principal component of Base Rentals prepaid.

(d) **Principal Amount:** The principal component of Base Rentals; provided that such principal amount shall not exceed \$9,500,000.

The determinations as to Base Rentals shall be evidenced by the Lease Certificate. The Lease Certificate shall be in substantially the form attached hereto as Appendix A.

Section 6. That the City Clerk or any Deputy City Clerk is hereby authorized and directed to attest all signatures and acts of any official of the City in connection with the matters authorized by this Ordinance, and to place the seal of the City on the documents authorized and approved by this Ordinance. The Mayor and other officials of the City are hereby authorized to execute and deliver for and on behalf of the City any and all additional certificates, documents, and other papers and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized by this Ordinance. The appropriate officers of the City are authorized to execute on behalf of the City agreements concerning the deposit and investment of funds in connection with the transactions contemplated by this Ordinance.

Section 7. That no provision of this Ordinance, the Lease, the Series 2006 Certificates, or the Indenture shall be construed as creating or constituting a general obligation or other indebtedness of the City, nor a mandatory charge or requirement against the City in any ensuing budget year beyond the then current budget year. The City shall have no obligation to make any payment with respect to the Series 2006 Certificates except in connection with the payment of the Base Rentals (as defined in the Lease) and certain other payments under the Lease, which payments may be terminated by the City in accordance with the provisions of the Lease.

Section 8. That the estimated maximum schedule of Foundation Base Rentals (as defined in the Lease) that shall be payable during the Lease Term (as defined in the Lease) on May 15 and November 15 each year, beginning May 15, 2006 are set forth in the Appendix B attached hereto and incorporated herein, with the final schedule of Foundation Base Rentals to be set forth on the Lease Certificate.

The Council hereby determines and declares that Foundation Base Rentals do not exceed a reasonable amount so as to place Westminster under an economic compulsion to renew the Lease or to exercise its option to purchase the Property pursuant to the Lease.

Section 9. That the estimated maximum schedule of Broomfield Base Rentals that shall be payable during the Lease Term on May 15 and November 15 each year, beginning May 15, 2006 are set forth in the Appendix C attached hereto and incorporated herein, with the final schedule of Broomfield Base Rentals to be set forth on the Lease Certificate.

Section 10. That the estimated maximum schedule of Westminster Base Rentals that shall be payable during the Lease Term on May 15 and November 15 each year, beginning May 15, 2006 are set forth in the Appendix D attached hereto and incorporated herein, with the final schedule of Westminster Base Rentals to be set forth on the Lease Certificate.

The Council hereby determines and declares that Westminster Base Rentals do not exceed a reasonable amount so as to place Westminster under an economic compulsion to renew the Lease or to exercise its option to purchase the Property pursuant to the Lease.

Section 11. That the estimated maximum Purchase Option Price schedules of Broomfield and Westminster are set forth in the Appendix E attached hereto and incorporated herein, with the final Purchase Option Price schedules to be set forth on the Lease Certificate.

Section 12. That the Preliminary Official Statement has been and is hereby deemed final as of its date, except for the omission of the offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, delivery date, ratings, and certain other terms. The City hereby ratifies the Underwriter's use of the Preliminary Official Statement, and hereby authorizes the preparation of the final Official Statement, to be distributed in conjunction with the sale of the Certificates, including such modifications, changes, and supplements as are necessary or desirable for the purposes thereof. The Mayor, the City Manager and Finance Director are hereby authorized to execute the final Official Statement, with such modifications, changes, and supplements therein as they shall approve. The officers are further authorized to advise the Underwriter in writing regarding limitations on the use of such documents and any modifications, changes, and supplements thereto for purposes of marketing or reoffering the Series 2006 Certificates as the officers deem necessary or appropriate to protect the interests of the City.

Section 13. That the City covenants and agrees that it will take all actions that may be required of it (including, without implied limitation, the timely filing of a federal information return with respect to the Series 2006 Certificates) so that the portion of the Base Rentals which is designated in the Lease and paid by the City as interest on the Series 2006 Certificates will be

and remain excluded from gross income for federal income tax purposes, and will not take any actions which would adversely affect such exclusion.

Section 14. That the forms, terms, and provisions of the Lease and the Undertaking be and they are hereby approved and the City shall enter into the Lease, the Undertaking and such other documents to which it is a party in substantially the form of such documents as presented to the Council or authorized herein, with such changes therein as are not inconsistent herewith; and the Mayor and the officers and employees of the City are hereby authorized and directed to execute and deliver such documents, the City Clerk is hereby authorized and directed to affix the City's seal to, and to attest and countersign such documents and such other agreements as may be necessary or desirable to effectuate the provisions of this Ordinance and comply with the requirements of law.

Section 15. That the Council hereby determines that the person currently designated as City Representative, as defined and as further provided in the Lease, shall be the City Manager or Assistant City Manager. The City Representative may be changed by resolution hereafter adopted by the Council.

Section 16. That should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such determination shall not affect, impair, or invalidate the remaining provisions hereof, the intention being that the various provisions hereof are severable.

Section 17. That this Ordinance shall be in full force and effect immediately following its passage. This Ordinance, as adopted by the Council, shall be numbered and recorded in the official records of the City. Its adoption and publication shall be authenticated by the signature of the Mayor and the City Clerk and published in accordance with law.

Section 18. That in order to complete the financing and purchase of the Open Space Land in accordance with the Purchase and Sale Agreement, it is hereby declared that an emergency exists and that this Ordinance is immediately necessary for the preservation of the public peace, health, safety and welfare of the City. This Ordinance is hereby declared, pursuant to Section 8.14 of the Charter, to be exempt from referendum.

**INTRODUCED, PASSED, ADOPTED AS AN EMERGENCY ORDINANCE AND
FULL TEXT ORDERED PUBLISHED this 13th day of March, 2006.**

Mayor

(S E A L)

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

APPENDIX A

(Form of Lease Certificate)

LEASE CERTIFICATE

The undersigned officials of the City and County of Broomfield, Colorado ("Broomfield") and the City of Westminster, Colorado ("Westminster"), in connection with the execution and delivery of an annually renewable Open Space Lease Purchase Agreement (with authorization for Certificates of Participation, Series 2006, in the aggregate principal amount not to exceed \$9,500,000, evidencing assignments of proportionate interests in rights to receive certain payments thereunder) among The Broomfield-Westminster Open Space Foundation, Inc., as lessor, and Broomfield and Westminster, as lessees (the "Lease") hereby certify as follows:

1. On March 21, 2006, the City Council of Broomfield adopted Ordinance No.1830, Amended (the "Broomfield Ordinance") authorizing the execution and delivery of the Lease On March 13, 2006, the City Council of Westminster adopted Ordinance No._____ (the "Westminster Ordinance") authorizing the execution and delivery of the Lease.
2. The schedules of Foundation Base Rentals, Broomfield Base Rentals, Westminster Base Rental and Purchase Option Prices of Broomfield and Westminster are based on the principal amounts and interest rates of the Series 2006 Certificates and are attached hereto.
3. The Lease is subject to prepayment based on the redemption provisions of the Series 2006 Certificates as follows:

IN WITNESS WHEREOF, the City Council of the City and County of Broomfield Colorado, and the City Council of Westminster, Colorado have caused this Certificate to be signed by _____ of Broomfield and _____ of Westminster, this ___ day of April, 2006.

APPENDIX B

**FOUNDATION
MAXIMUM BASE RENTAL SCHEDULE
(ESTIMATED)**

Year	Principal	Interest	Total
2006	470,000.00	522,500.00	992,500.00
2007	495,000.00	496,650.00	991,650.00
2008	525,000.00	469,425.00	994,425.00
2009	555,000.00	440,550.00	995,550.00
2010	580,000.00	410,025.00	990,025.00
2011	615,000.00	378,125.00	993,125.00
2012	650,000.00	344,300.00	994,300.00
2013	685,000.00	308,550.00	993,550.00
2014	720,000.00	270,875.00	990,875.00
2015	760,000.00	231,275.00	991,275.00
2016	805,000.00	189,475.00	994,475.00
2017	235,000.00	145,200.00	380,200.00
2018	250,000.00	132,275.00	382,275.00
2019	260,000.00	118,525.00	378,525.00
2020	275,000.00	104,225.00	379,225.00
2021	290,000.00	89,100.00	379,100.00
2022	305,000.00	73,150.00	378,150.00
2023	325,000.00	56,375.00	381,375.00
2024	340,000.00	38,500.00	378,500.00
2025	360,000.00	19,800.00	379,800.00
Total	9,500,000.00	4,838,900.00	14,338,900.00

APPENDIX C

**CITY AND COUNTY BROOMFIELD
MAXIMUM BASE RENTAL SCHEDULE
(ESTIMATED)**

Year	Principal	Interest	Total
2006	130,000.00	249,700.00	379,700.00
2007	135,000.00	242,550.00	377,550.00
2008	145,000.00	235,125.00	380,125.00
2009	155,000.00	227,150.00	382,150.00
2010	160,000.00	218,625.00	378,625.00
2011	170,000.00	209,825.00	379,825.00
2012	180,000.00	200,475.00	380,475.00
2013	190,000.00	190,575.00	380,575.00
2014	200,000.00	180,125.00	380,125.00
2015	210,000.00	169,125.00	379,125.00
2016	225,000.00	157,575.00	382,575.00
2017	235,000.00	145,200.00	380,200.00
2018	250,000.00	132,275.00	382,275.00
2019	260,000.00	118,525.00	378,525.00
2020	275,000.00	104,225.00	379,225.00
2021	290,000.00	89,100.00	379,100.00
2022	305,000.00	73,150.00	378,150.00
2023	325,000.00	56,375.00	381,375.00
2024	340,000.00	38,500.00	378,500.00
2025	360,000.00	19,800.00	379,800.00
Total	4,540,000.00	3,058,000.00	7,598,000.00

APPENDIX D

**CITY OF WESTMINSTER
MAXIMUM BASE RENTAL SCHEDULE
(ESTIMATED)**

Year	Principal	Interest	Total
2006	340,000.00	272,800.00	612,800.00
2007	360,000.00	254,100.00	614,100.00
2008	380,000.00	234,300.00	614,300.00
2009	400,000.00	213,400.00	613,400.00
2010	420,000.00	191,400.00	611,400.00
2011	445,000.00	168,300.00	613,300.00
2012	470,000.00	143,825.00	613,825.00
2013	495,000.00	117,975.00	612,975.00
2014	520,000.00	90,750.00	610,750.00
2015	550,000.00	62,150.00	612,150.00
2016	580,000.00	31,900.00	611,900.00
Total	4,960,000.00	1,780,900.00	6,740,900.00

APPENDIX E

MAXIMUM PURCHASE OPTION PRICE SCHEDULE (ESTIMATED)

Prior to Dec 1	Broomfield	Westminster	Total
2006	4,540,000.00	4,960,000.00	9,500,000.00
2007	4,410,000.00	4,620,000.00	9,030,000.00
2008	4,275,000.00	4,260,000.00	8,535,000.00
2009	4,130,000.00	3,880,000.00	8,010,000.00
2010	3,975,000.00	3,480,000.00	7,455,000.00
2011	3,815,000.00	3,060,000.00	6,875,000.00
2012	3,645,000.00	2,615,000.00	6,260,000.00
2013	3,465,000.00	2,145,000.00	5,610,000.00
2014	3,275,000.00	1,650,000.00	4,925,000.00
2015	3,075,000.00	1,130,000.00	4,205,000.00
2016	2,865,000.00	580,000.00	3,445,000.00
2017	2,640,000.00		2,640,000.00
2018	2,405,000.00		2,405,000.00
2019	2,155,000.00		2,155,000.00
2020	1,895,000.00		1,895,000.00
2021	1,620,000.00		1,620,000.00
2022	1,330,000.00		1,330,000.00
2023	1,025,000.00		1,025,000.00
2024	700,000.00		700,000.00
2025	360,000.00		360,000.00

**THE BROOMFIELD-WESTMINSTER
OPEN SPACE FOUNDATION, INC.,**

AS LESSOR

AND

CITY AND COUNTY OF BROOMFIELD, COLORADO

AND

CITY OF WESTMINSTER, COLORADO,

AS LESSEES

OPEN SPACE LEASE PURCHASE AGREEMENT

(With Authorization for Certificates of Participation, Series 2006 in the Aggregate Principal Amount of \$_____ Evidencing Assignments of Proportionate Interests in Rights to Receive Certain Payments Hereunder)

Dated as of April 15, 2006

The interest of The Broomfield-Westminster Open Space Foundation, Inc. in this Open Space Lease Purchase Agreement has been assigned to American National Bank., as trustee under a Mortgage and Indenture of Trust dated as of April 15, 2006, from The Broomfield-Westminster Open Space Foundation, Inc. to American National Bank, as trustee, and is subject to the security interest of American National Bank, as trustee.

OPEN SPACE LEASE PURCHASE AGREEMENT

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OPEN SPACE LEASE PURCHASE AGREEMENT

THIS OPEN SPACE LEASE PURCHASE AGREEMENT (the "Lease") dated as of April 15, 2006, entered into by and among THE BROOMFIELD-WESTMINSTER OPEN SPACE FOUNDATION, INC., as lessor hereunder, a nonprofit corporation duly organized, existing, and in good standing under the laws of the State of Colorado, and the CITY AND COUNTY OF BROOMFIELD, COLORADO, a public body politic and corporate and home-rule city and county duly organized and existing under the Constitution and laws of the State of Colorado and the CITY OF WESTMINSTER, COLORADO, a public body politic and corporate and home-rule city duly organized and existing under the Constitution and laws of the State of Colorado, as lessees hereunder.

WITNESSETH:

WHEREAS, the City and County of Broomfield, State of Colorado ("Broomfield"), is a political subdivision of the State, a body corporate and politic, a home-rule City and County pursuant to Article XX of the State Constitution and a City and County pursuant to Sections 10, 11, 12 and 13 of Article XX of the State Constitution (the "Constitutional Amendment"); and

WHEREAS, Broomfield is authorized, pursuant to its Charter to enter into lease purchase agreements for the purpose of financing buildings and equipment for governmental purposes and to purchase, sell, convey, and lease, as lessor or as lessee, real and personal property; and

WHEREAS, the City of Westminster, Colorado ("Westminster"), is a political subdivision of the State, a body corporate and politic, a home-rule City pursuant to Article XX of the State Constitution; and

WHEREAS, Section 2.1 of the Charter of Westminster provides that Westminster may purchase, receive, hold and enjoy or sell and dispose of real and personal property; and

WHEREAS, Chapter XI of the Charter of Westminster provides that Westminster may borrow money for any municipal purpose as provided in the Charter and issue any legally recognized security which the City Council may provide; and

WHEREAS, Section 11.3 of the Charter of Westminster provides that Westminster is authorized to enter into installment purchase contracts or lease option contracts in order to provide necessary land, buildings, equipment and other property for governmental purposes; and

WHEREAS, on November 7, 2005, the City Council of Westminster adopted Ordinance No. ____, that authorized the organization of The Broomfield-Westminster Open Space Foundation, Inc., a Colorado nonprofit corporation for the purpose of financing and leasing real property to use as open space for Broomfield and for Westminster; and

WHEREAS, on November 22, 2005, the City Council of Broomfield adopted Ordinance No. 1825, that authorized the organization of The Broomfield-Westminster Open Space Foundation, Inc.,

a Colorado nonprofit corporation for the purpose of financing and leasing real property to use as open space for the City and County and for Westminster; and

WHEREAS, on December 13, 2005, The Broomfield-Westminster Open Space Foundation, Inc. (the "Foundation" or the "Lessor") was incorporated as a Colorado nonprofit corporation; and

WHEREAS, Broomfield and Westminster have determined that it is necessary to finance the open space land acquisition in the approximate amount of \$_____ (the "Open Space Land" or the "Property"); and

WHEREAS, Broomfield and Westminster have entered into an Intergovernmental Agreement, dated as of October __, 2005, (the "IGA") that provides for the ownership of the Property, the creation of the Foundation, payment of the obligations to finance the Property and other matters relating to the Property; and

WHEREAS, the Lessor is a nonprofit corporation, duly organized, existing, and in good standing under the laws of the State of Colorado, duly qualified to do business in the State of Colorado, and authorized under its Articles and Bylaws to own and hold real and personal property, to Lease the same as Lessor, and to act in the manner contemplated herein; and

WHEREAS, for the purposes of financing the Property, the City Councils of Broomfield and Westminster, respectively, have determined that it is in the best interest of the Broomfield and Westminster and their inhabitants that the Broomfield and Westminster (collectively, the "Lessees") enter into this Open Space Lease Purchase Agreement (the "Lease") with the Lessor, to provide for the financing of the Property and the leasing by the Lessees from the Lessor of the Property; and

WHEREAS, pursuant to that certain Mortgage and Indenture of Trust of even date herewith (the "Indenture"), by and between the Lessor and American National Bank., Denver, Colorado, as trustee (the "Trustee"), the Lessor will assign all of its right, title, and interest in, to, and under this Lease to the Trustee; and

WHEREAS, there will be issued pursuant to the Indenture, Certificates of Participation, Series 2006 (the "Certificates") evidencing assignments of proportionate interests in rights to receive certain payments under this Lease; and

WHEREAS, the proceeds derived from the sale of the Certificates shall be placed in special funds and trust accounts, to be established and authorized to fund certain payments and to acquire the Property; and

WHEREAS, the Base Rentals and Additional Rentals (both as hereinafter defined) payable by the Lessees hereunder shall constitute currently budgeted expenditures of the Lessees, and shall not constitute a general obligation or other indebtedness of the Lessees nor a mandatory charge or requirement against the Lessees in any ensuing fiscal year beyond the then current fiscal year; and

WHEREAS, the Certificates shall evidence assignments of proportionate interests in the Revenues (as hereinafter defined), shall be payable solely from the sources herein provided, and shall not constitute a general obligation or other indebtedness of the Lessees nor a mandatory charge or requirement against the Lessees in any ensuing fiscal year beyond the then current fiscal year; and

WHEREAS, neither this Lease nor the issuance of the Certificates shall directly or indirectly obligate the Lessees to make any payments beyond those appropriated for the Lessees' then current fiscal year; and

WHEREAS, the financing of the Property and the execution, performance, and delivery of this Lease, have been authorized, approved, and directed by the City Councils of the Lessees by Ordinances duly adopted prior to the date of this Lease; and

WHEREAS, the execution and performance of this Lease have been authorized, approved, and directed by all necessary and appropriate actions of the Lessor and its officers; and

WHEREAS, the Lessor desires to lease the Property to the Lessees and the Lessees desire to lease the Property from the Lessor, pursuant to the terms and conditions and for the purposes set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Unless the context clearly requires otherwise, the following terms will have the meanings specified below:

"Acquisition Fund" means the special fund created under the Indenture for the purpose of disbursing the proceeds derived from the sale of the Certificates in payment of the Costs of Acquisition.

"Additional Certificates" means the additional certificates issued or permitted to be issued pursuant to the Indenture, with the consent of the Insuror.

"Additional Rentals" means the cost of all taxes, insurance premiums, reasonable expenses and fees of the Trustee, utility charges, costs of maintenance, upkeep, and repair, Reserve Fund payments, and all other charges and costs (together with all interest and penalties that may accrue thereon in the event that Broomfield and Westminster shall fail to pay the same), which Broomfield and Westminster assume or agree to pay with respect to the Property. Additional Rentals shall be divided equally between Broomfield and Westminster. Additional Rentals do not include the Base Rentals or the Purchase Option Price.

"Base Rentals" or "Foundation Base Rentals" means the total payments payable by both Broomfield and Westminster pursuant to Section 6.2 of this Lease and Exhibit C-1 hereto, as it may be amended hereunder, during the Lease Term, which constitute the total payments payable by Broomfield and Westminster for and in consideration of their right to use the Property during the Lease Term.

"Broomfield Base Rentals" means the payments payable by Broomfield pursuant to Section 6.2 of this Lease and Exhibit C-2 hereto, as it may be amended hereunder, during the Lease Term, which constitute the payments payable by Broomfield for and in consideration of the right to use the Property during the Lease Term.

"Broomfield Representative" means the person or persons at time designated to act on behalf of Broomfield for the purposes of performing any act under this Lease by a resolution of its City Council. Broomfield shall furnish to the Trustee, Westminster and the Lessor a written certificate containing the specimen signature of such person or persons and signed on behalf of Broomfield by the Mayor. The designation of the Broomfield Representative may be changed by Broomfield from time to time by resolution of the Council and by furnishing a new certificate to the Trustee, Westminster and the Lessor.

"Certificates" or "Series 2006 Certificates" means one or more certificates of participation to be issued pursuant to the Indenture evidencing assignments of proportionate interests in rights to receive Revenues.

"Certificate Fund" means the special fund created by the Indenture for the purpose of holding and disbursing to the Participants the Base Rentals paid by the Lessees, and includes both the Principal Account and the Interest Account thereof.

"City" means the City of Westminster, Colorado.

"City and County" means the City and County of Broomfield, Colorado.

"Code" means the Internal Revenue Code of 1986, as amended and supplemented from time to time.

"Costs of Acquisition" shall be deemed to include payment of or reimbursement for the following items:

(a) title insurance policies, legal fees and expenses, appraisal fees, independent inspection fees, engineering fees and other closing costs incurred in connection with the acquisition of the Open Space Land;

(b) all other costs which are considered to be part of the costs of acquisition of Open Space Land.

"Councils" means the City Councils of Broomfield and Westminster.

"Event of Default" means one or more of the events set forth in Section 14.1 of this Lease.

"Event of Nonappropriation" means a termination of this Lease by the Lessees, determined by the Lessees' failure, for any reason, to specifically budget and appropriate moneys to pay all Base Rentals and reasonably estimated Additional Rentals, as provided in Section 6.6 of this Lease.

"Extraordinary Revenue Fund" means the special fund created under the Indenture into which Extraordinary Revenues are to be deposited.

"Extraordinary Revenues" means (i) the Purchase Option Price if paid; (ii) all Net Proceeds, if any, of casualty insurance, title insurance, and condemnation awards, in connection with the Property, not applied to the repair, restoration, modification, improvement, or replacement of the Property; and (iii) all Net Proceeds derived from foreclosure and sale of the Property, if any, pursuant to Sections 702 and 705 of the Indenture.

"Fiscal Year" means Broomfield and Westminster's fiscal year, which begins on January 1 and ends on December 31.

"Force Majeure" means without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the

government of the United States of America or of the State or any of their departments, agencies, or officials or any civil or military authority; insurrection; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes, or canals; or any other cause or event not within the control of the Lessees.

"Foundation" means The Broomfield-Westminster Open Space Foundation, Inc., a Colorado nonprofit corporation, acting as lessor under this Lease and grantor under the Indenture, or any successor thereto.

"IGA" means the Intergovernmental Agreement dated as of October __, 2005, between Broomfield and Westminster.

"Indenture" means that certain Mortgage and Indenture of Trust of even date herewith between the Lessor and the Trustee, and any amendments made thereto pursuant to the terms thereof.

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court in the State and who is not an employee of the Lessor, the Trustee, or the Lessees.

"Insurer" means _____.

"Lease" means this Open Space Lease Purchase Agreement, including the Exhibits attached hereto, and any amendments made hereto pursuant to the terms hereof.

"Lease Term" means the Original Term and any Subsequent Terms as to which the Lessees may exercise their option to renew this Lease by appropriating funds for the payment of Base Rentals and Additional Rentals and refers to the time during which the Lessees are the lessees of the Property under this Lease as provided in Section 4.1 of this Lease; subject to the terms and provisions of Sections 4.2, 6.1, 6.2 and 6.6 of this Lease. Certain provisions of this Lease survive the termination of the Lease Term, as further provided in Section 4.2 of this Lease.

"Lessor" means The Broomfield-Westminster Open Space Foundation, Inc a Colorado nonprofit corporation, acting as lessor under this Lease and grantor under the Indenture, or any successor thereto.

"Lessees" means Broomfield and Westminster.

"Lessee Representative" means the person or persons at the time designated to act on behalf of the Lessees for the purposes of performing any act on behalf of the Lessees under this Lease or the Indenture by a written certificate furnished to Lessor and the Trustee containing the specimen signature of such person or persons and signed on behalf of the Lessees by the duly authorized officers of the Lessees. The designation of the Lessee Representative may be changed by the Lessee from time to time by furnishing a new certificate to the Lessor and the Trustee.

"Lessor Representative" means the person or persons at the time designated to act on behalf of the Lessor for the purposes of performing any act on behalf of the Lessor under this Lease or the Indenture by a written certificate furnished to Lessees and the Trustee containing the specimen signature of such person or persons and signed on behalf of the Lessor by any duly authorized officer of the Lessor. The designation of the Lessor Representative may be changed by the Lessor from time to time by furnishing a new certificate to the Lessees and the Trustee.

["Municipal Bond Insurance Policy" means the municipal bond insurance policy issued by the Bond Insurer insuring the payment when due of the principal of and interest on the Certificates as provided therein.]

"Net Proceeds" when used with respect to proceeds from policies of insurance required hereby, any condemnation award, or proceeds from any foreclosure and sale of the Property or any portion thereof, means the amount remaining after deducting from the gross proceeds thereof all expenses, including without limitation, attorneys' fees and costs, incurred in the collection of such proceeds or awards.

"Open Space Land" means the approximately 110-acre parcel of land to be acquired with the proceeds of the Certificates and used for open space.

"Original Term" means the period which commences on the date of delivery of this Lease and terminates on December 31, 2006.

"Participant" or "owner" or "registered owner" of a Certificate means the registered owner of any Certificate as shown in the registration records of the Trustee.

"Permitted Encumbrances" means, as of any particular time, (i) liens for taxes and assessments not then delinquent, or liens which may remain unpaid pursuant to the provisions of this Lease; (ii) this Lease, and the Indenture; (iii) utility, access, and other easements, and rights-of-way, restrictions, and exceptions which the Lessee Representative certifies will not interfere with or impair the Property, including rights or privileges in the nature of easements; (iv) any financing statements filed to perfect security interests pursuant to this Lease or the Indenture; and (v) such minor defects, irregularities, encumbrances, and clouds on title as normally exist with respect to property of the general character of the Property and as do not, in the opinion of Independent Counsel, materially impair title to the Property.

"Property" means the approximately 110-acre parcel of land to be acquired with the proceeds of the Certificates and used for open space.

"Property Documents" means the following: (i) policies of title, casualty, public liability, and workmen's compensation insurance, or certificates thereof, as required by this Lease with respect to the Property; (ii) contracts for the acquisition of the Property and all related real estate documents; and (iii) any and all other documents executed by or furnished by the Lessees or the Lessor in connection with the acquisition of the Property.

"Purchase Option Price" means the amount payable, at the option of the Lessees, for the purpose of terminating this Lease and purchasing the Property, which amount shall be equal to the amount provided in Exhibit D to this Lease. The Purchase Option Price shall be recalculated by the Trustee in the event of partial redemption of the Certificates prior to maturity and in the event of the issuance of Additional Certificates (as defined in the Indenture), all as provided in the Indenture.

"Reserve Fund" means the special fund created under the Indenture, which is to be disbursed as provided in the Indenture.

"Reserve Fund Requirement" means with respect to the Certificates, the amount of \$_____ which shall be maintained in such amount which does not exceed the least of (a) ten percent of the stated principal amount of the Certificates; (b) maximum annual debt service on the Certificates; or (c) 125% of average annual debt service on the Certificates, and with respect to any Additional Certificates an amount which is the least of (a) ten percent of the stated principal amount of the Certificates and Additional Certificates; (b) maximum annual debt service on the Certificates and Additional Certificates; or (c) 125% of average annual debt service on the Certificates and Additional Certificates, as determined at the time of issuance of the Additional Certificates, as determined at the time of issuance of the Additional Certificates.

"Revenues" means (i) Extraordinary Revenues, if any; (ii) the Base Rentals; (iii) any earnings on moneys on deposit in the Certificate Fund or the Reserve Fund; (iv) all other revenues derived from this Lease, excluding Additional Rentals and payments constituting compensation to the Trustee for its services; and (v) any other moneys to which the Trustee may be entitled.

"Subsequent Term" means any portion of the Lease Term commencing on January 1 of any year and terminating on or before December 31 of the same year as provided in Article IV of this Lease.

"State" means the State of Colorado.

"Trustee" means American National Bank, with its principal corporate trust office located in Denver, Colorado, acting in the capacity of trustee for the Participants pursuant to the Indenture, and any successor thereto appointed under the Indenture.

"Trustee Representative" means the person or persons at the time designated to act on behalf of the Trustee for purposes of performing any act on behalf of the Trustee under the Indenture or this Lease by a written certificate furnished to the Lessees and the Lessor containing the specimen signature of such person or persons and signed on behalf of the Trustee by any duly authorized officer of the Trustee. The designation of the Trustee Representative may be changed by the Trustee from time to time by furnishing a new certificate to the Lessees and the Lessor.

"Underwriter" means RBC Capital Markets, its successors and assigns.

"Westminster Base Rentals" means the payments payable by Westminster pursuant to Section 6.2 of this Lease and Exhibit C-3 hereto, as it may be amended hereunder, during the Lease

Term, which constitute the payments payable by Westminster for and in consideration of the right to use the Property during the Lease Term.

"Westminster Representative" means the person or persons at time designated to act on behalf of Westminster for the purposes of performing any act under this Lease by a resolution of its City Council. Westminster shall furnish to the Trustee, Broomfield and the Lessor a written certificate containing the specimen signature of such person or persons and signed on behalf of Westminster by the Mayor. The designation of the Westminster Representative may be changed by Westminster from time to time by resolution of the Council and by furnishing a new certificate to the Trustee, Broomfield and the Lessor.

ARTICLE II

REPRESENTATIONS, COVENANTS, AND WARRANTIES

SECTION 2.1 Representations, Covenants, and Warranties of Broomfield. Broomfield represents, covenants, and warrants for the benefit of the Lessor, the Trustee, and the Participants as follows:

(a) Broomfield is a public body politic and corporate and home-rule city and county duly organized and existing within the State under the Constitution and laws of the State. Broomfield is authorized to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder. Broomfield has duly authorized and approved the execution and delivery of this Lease and other documents related to this transaction.

(b) Nothing in this Lease shall be construed as diminishing, delegating, or otherwise restricting any of the sovereign powers of Broomfield. Nothing in this Lease shall be construed to require Broomfield to operate the Property other than as lessee, or to require Broomfield to exercise its right to purchase the Property as provided in Article XI hereof.

(c) The financing of the Property, under the terms and conditions provided for in this Lease, is necessary, convenient, and in furtherance of Broomfield's governmental purposes, and is in the best interests of the citizens and inhabitants of Broomfield.

(d) During the Lease Term, the Property will at all times be used by Broomfield for the purpose of performing one or more lawful governmental functions (except to the extent that subleasing of the Property by Broomfield is permitted by Section 13.2 of this Lease).

(e) To the knowledge of Broomfield, neither the execution and delivery hereof, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or any agreement or instrument to which Broomfield is now a party or by which Broomfield is bound, or constitutes a default under any of the foregoing.

(f) To the knowledge of Broomfield, there is no litigation or proceeding pending or threatened against Broomfield or any other person affecting the right of Broomfield to execute this Lease or the ability Broomfield to make the payments required hereunder or to otherwise comply with the obligations contained herein.

(g) Broomfield will comply with all present and future local, State, and federal law relating to the environment and environmental conditions.

SECTION 2.2 Representations, Covenants, and Warranties of Westminster. Westminster represents, covenants, and warrants for the benefit of the Lessor, the Trustee, and the Participants as follows:

(a) Westminster is a public body politic and corporate and Home-Rule City duly organized and existing within the State under the Constitution and laws of the State. Westminster is authorized to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder. Westminster has duly authorized and approved the execution and delivery of this Lease and other documents related to this transaction.

(b) Nothing in this Lease shall be construed as diminishing, delegating, or otherwise restricting any of the sovereign powers of Westminster. Nothing in this Lease shall be construed to require Westminster to operate the Property other than as lessee, or to require Westminster to exercise its right to purchase the Property as provided in Article XI hereof.

(c) The financing of the Property, under the terms and conditions provided for in this Lease, is necessary, convenient, and in furtherance of the Westminster's governmental purposes, and is in the best interests of the citizens and inhabitants of Westminster.

(d) During the Lease Term, the Property will at all times be used by Westminster for the purpose of performing one or more lawful governmental functions (except to the extent that subleasing of the Property by Westminster is permitted by Section 13.2 of this Lease).

(e) To the knowledge of Westminster, neither the execution and delivery hereof, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or any agreement or instrument to which Westminster is now a party or by which Westminster is bound, or constitutes a default under any of the foregoing.

(f) To the knowledge of Westminster, there is no litigation or proceeding pending or threatened against Westminster or any other person affecting the right of Westminster to execute this Lease or the ability of Westminster to make the payments required hereunder or to otherwise comply with the obligations contained herein.

(g) Westminster will comply with all present and future local, State, and federal law relating to the environment and environmental conditions.

SECTION 2.3 Representations, Covenants, and Warranties of the Lessor. The Lessor represents, covenants, and warrants for the benefit of the Lessees, the Trustee, and the Participants, as follows:

(a) The Lessor is a nonprofit corporation duly organized, existing, and in good standing under the laws of the State of Colorado, is duly qualified to do business in the State, has all necessary power to enter into this Lease, is possessed of full power to own and hold real and personal property, and has duly authorized the execution and delivery of this Lease.

(b) The Lessor will not pledge or assign the Revenues or any of its other rights under this Lease except pursuant to the Indenture, and will not mortgage or encumber the Property except for Permitted Encumbrances.

(c) Neither the execution and delivery hereof, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby conflicts with or results in a breach of the terms, conditions, and provisions of any restriction or any agreement or instrument to which the Lessor is now a party or by which the Lessor is bound, or constitutes a default under any of the foregoing.

(d) Except as specifically provided in this Lease or the Indenture, the Lessor will not assign this Lease, its rights to payments from the Lessees, nor its duties and obligations hereunder to any other person, firm, or corporation, so as to impair or violate the representations, covenants, and warranties contained in this Section 2.2.

(e) The Lessor acknowledges and recognizes that this Lease will not be renewed in the event that funds are not specifically budgeted and appropriated by the Lessees to continue paying all Base Rentals and Additional Rentals during the next occurring Subsequent Term, and that the acts of budgeting and appropriating funds are legislative acts and, as such, are solely within the discretion of the Councils.

(f) The Lessor will comply with all present and future local, State, and federal law relating to the environment and environmental conditions.

ARTICLE III

DEMISING CLAUSE

The Lessor demises and leases the Property to the Lessees and the Lessees leases the Property from the Lessor, in accordance with the provisions of this Lease, subject only to Permitted Encumbrances, to have and to hold for the Lease Term.

ARTICLE IV

LEASE TERM

SECTION 4.1 Commencement of Lease Term; Lessees' Annual Right to Renew. The Lease Term shall commence as of April __, 2006. The Original Term shall terminate on December 31, 2006. This Lease may be renewed, solely at the option of the Lessees, for nineteen (19) Subsequent Terms. The maximum Lease Term does not exceed the weighted average useful life of the Property. In the event that the Lessees shall determine to exercise their annual right to renew this Lease, effective on December 31 of any year, the Lessees shall give written notice to such effect to the Trustee, the Lessor, and the Underwriter not later than November 1 of such year; provided however, that a failure to give such notice shall not constitute an Event of Default, nor prevent the Lessees from renewing this Lease, nor result in any liability on the part of the Lessees. The exercise of the Lessees' annual option to renew this Lease shall be conclusively determined by whether or not the Councils have, on or before December 31, specifically budgeted and appropriated moneys to pay all the Base Rentals and reasonably estimated Additional Rentals for the ensuing Fiscal Year, all as further provided in Section 6.6 of this Lease. The Broomfield City and County Manager and the Westminster City Manager (or any other officers at any time charged with the responsibility of formulating budget proposals for Broomfield and Westminster) are hereby directed to include, in the annual budget proposals submitted to the Councils, items for all payments required under this Lease for the ensuing Fiscal Year, until such time as the Councils shall determine not to renew this Lease; it being the intention of the Councils that the decision to annually renew this Lease shall be made solely by the Councils and not by any other official of Broomfield or Westminster. The Lessees shall in any event, whether or not this Lease is to be renewed, furnish the Trustee, the Lessor, and the Underwriters with copies of their annual budgets promptly after such budgets are adopted.

The terms and conditions of this Lease during any Subsequent Term shall be the same as the terms and conditions during the Original Term, except that the Purchase Option Price and the Base Rentals shall be as provided in Article XII hereof and Exhibit C hereto as it may be amended hereunder.

SECTION 4.2 Termination of Lease Term. The Lease Term shall terminate upon the earliest of any of the following events:

- (a) the expiration of the Original Term or any Subsequent Term during which there occurs an Event of Nonappropriation pursuant to Section 4.1 and Article VI of this Lease;
- (b) the purchase by the Lessees of the Property as provided in Article XII of this Lease;
- (c) an Event of Default and termination of this Lease by the Trustee under Article XIV of this Lease;
- (d) the termination of the Lease Term pursuant to Section 10.3(b) of this Lease under the conditions provided therein; or

(e) the conveyance of the Property to the Lessees upon payment by the Lessees of all Base Rentals for the entire Lease Term through December 1, 2025, and all then current Additional Rentals, as provided in Section 12.1(b) hereof.

Termination of the Lease Term shall terminate all unaccrued obligations of the Lessees under this Lease, and shall terminate the Lessees' rights of possession under this Lease (except to the extent of the holdover provisions of Section 14.2(b)(I) hereof, and except for any conveyance pursuant to Article XII of this Lease); but all other provisions of this Lease, including all obligations of the Lessees accrued prior to such termination, and all obligations of the Trustee with respect to the Participants and the receipt and disbursement of funds, shall be continuing until the Indenture is discharged as provided in Article VI of the Indenture.

ARTICLE V

ENJOYMENT OF PROPERTY

The Lessor hereby covenants that the Lessees shall during the Lease Term peaceably and quietly have and hold and enjoy the Property without suit, trouble, or hindrance from the Lessor, except as expressly required or permitted by this Lease or the Indenture. The Lessor shall not interfere with the quiet use and enjoyment of the Property by the Lessees during the Lease Term so long as no Event of Default shall have occurred. The Lessor shall, at the request of the Lessees and at the cost of the Lessees, join and cooperate fully in any legal action in which the Lessees asserts their rights to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the Property. In addition, the Lessees may at their own expense join in any legal action affecting their possession and enjoyment of the Property and shall be joined in any action affecting their liabilities hereunder.

The provisions of this Article V shall be subject to the Trustee's right to inspect the Property as provided in Section 1103 of the Indenture. The Lessees also hereby consents to the provisions of Section 1103 of the Indenture relating to inspection of records by the Trustee.

ARTICLE VI

PAYMENTS BY THE LESSEES

SECTION 6.1 Payments to Constitute Currently Budgeted Expenditures of the Lessees.

The Lessees and the Lessor acknowledge and agree that the Base Rentals and Additional Rentals hereunder shall constitute currently budgeted expenditures of the Lessees. The Lessees' obligations to pay Base Rentals and Additional Rentals under this Lease shall be from year to year only, shall be subject to the Lessees' annual right to renew this Lease (as further provided in Sections 4.1, 4.2, 6.2, and 6.6 hereof), and shall not constitute a mandatory charge or requirement in any ensuing Fiscal Year beyond the then current Fiscal Year. No provision of this Lease shall be construed or interpreted as creating a general obligation or other indebtedness of the Lessees within the meaning of any constitutional or statutory debt limitation. No provision of this Lease shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the Lessees within the meaning of Sections 1 or 2 or Article XI of the Constitution of the State. Neither this Lease nor the issuance of the Certificates shall directly or indirectly obligate the Lessees to make any payments beyond those appropriated for the Lessees' then current Fiscal Year. The Lessees shall be under no obligation whatsoever to exercise their option to purchase the Property. No provision of this Lease shall be construed to pledge or to create a lien on any class or source of Lessees moneys, nor shall any provision of this Lease restrict the future issuance of any Lessees bonds or obligations payable from any class or source of Lessees moneys; provided however, that the restrictions of Section 212 of the Indenture shall apply to the issuance of Additional Certificates (as defined in the Indenture).

SECTION 6.2 Base Rentals and Additional Rentals. Broomfield shall pay Broomfield Base Rentals and Westminster shall pay Westminster Base Rentals directly to the Trustee for distribution to the Participants in accordance with the Indenture during the Lease Term, on the due dates set forth in Exhibits C-2 and C-3 hereto, as they may be amended hereunder. The Base Rentals during the Lease Term shall be in the amounts in the "Total Base Rentals" column, as set forth in Exhibit C-1, C-2 and C-3 hereto, as they may be amended hereunder. The amount of Base Rentals otherwise payable hereunder shall be reduced by an amount equal to; (i) any earnings derived from the investment of the Certificate Fund and the Reserve Fund during the period prior to the date on which such Base Rentals are required to be made to the Trustee; and (ii) any moneys otherwise deposited into the Certificate Fund and directed by the Lessees to be applied toward Base Rentals.

The Base Rentals and the Purchase Option Price set forth in Exhibits C-1 and D to this Lease shall be recalculated by the Trustee in the event of any partial redemption of the Certificates prior to maturity, as provided in Section 401 of the Indenture, and in the event of the issuance of Additional Certificates (as defined in the Indenture) pursuant to Section 212(a) of the Indenture.

The Lessees shall pay Additional Rentals during the Lease Term as herein provided. The Additional Rentals during the Lease Term shall be in an amount sufficient to pay the reasonable fees and expenses of the Trustee, and for the cost of taxes, insurance premiums, utility charges, maintenance and repair costs, and all other expenses expressly required to be paid hereunder, as well

as for payments into the Reserve Fund required by Section 308 of the Indenture. The Lessees hereby agree that, to the extent that Reserve Fund moneys are applied pursuant to paragraph (a) or (b) of Section 308 of the Indenture, the Lessees will pay to the Trustee for deposit in the Reserve Fund, as Additional Rentals, such amounts as are required to restore the amount on deposit in the Reserve Fund to the Reserve Fund Requirement, within 90 days following such withdrawal of moneys from the Reserve Fund, unless the Lease has theretofore been terminated by the Lessees. Additional Rentals shall be divided equally between Broomfield and Westminster.

All Additional Rentals shall be paid by the Lessees on a timely basis directly to the person or entity to which such Additional Rentals are owed (except that Reserve Fund payments shall be made to the Trustee as provided in Section 308 of the Indenture). If the Lessees estimates of Additional Rentals for any Fiscal Year are not itemized in the budget required to be furnished to the Trustee, the Lessor, and the Underwriter under Section 4.1 of this Lease, the Lessees shall furnish an itemization of such estimated Additional Rentals to the Trustee, the Lessor, and the Underwriter on or before the December 15 preceding such Fiscal Year.

SECTION 6.3 Interest Component. A portion of each payment of Broomfield Base Rentals and Westminster Base Rentals are paid as, and represent payment of, interest, and Exhibits C-1, C-2 and C-3 hereto, as they may be amended hereunder, sets forth the interest component of each payment of Base Rentals.

SECTION 6.4 Manner of Payment. The Base Rentals and, if paid, the Purchase Option Price, shall be paid in lawful money of the United States of America to the Trustee at its principal corporate trust office. The obligation of the Lessees to pay the Base Rentals and Additional Rentals required under this Article VI and other sections hereof, during the Lease Term, shall be absolute and unconditional, and payment of the Base Rentals and Additional Rentals shall not be abated through accident or unforeseen circumstances. Notwithstanding any dispute between the Lessees and the Lessor, the Trustee, any Participant, or any other person, the Lessees shall, during the Lease Term, make all payments of Base Rentals and Additional Rentals when due and shall not withhold any Base Rentals or Additional Rentals pending final resolution of such dispute (except to the extent permitted by Section 8.2 and 9.4 hereof with respect to certain Additional Rentals), nor shall the Lessees assert any right of set-off or counterclaim against their obligation to make such payments required hereunder. No action or inaction on the part of the Lessor or the Trustee shall affect the Lessees' obligation to pay all Base Rentals and Additional Rentals (except to the extent provided by Sections 8.2 and 9.4 hereof, with respect to certain Additional Rentals), during the Lease Term.

SECTION 6.5 Expression of Lessees' Need for the Property; Determinations as to Fair Market Value and Fair Purchase Price. The Lessees hereby declares their current need for the Property. It is hereby declared to be the present intention and expectation of the Councils that this Lease will be continued annually until title to the Property is acquired by the Lessees pursuant to this Lease; but this declaration shall not be construed as contractually obligating or otherwise binding the Lessees. The Lessees and the Lessor hereby agree and determine that the Base Rentals payable hereunder during the Lease Term represent the fair value of the use of the Property, and that the Purchase Option Price represents the fair purchase price of the Property at the time of exercise of the purchase option. The Lessees hereby determines that the Base Rentals do not exceed a reasonable

amount so as to place the Lessees under an economic compulsion to renew this Lease or to exercise their option to purchase the Property hereunder. In making such determinations, the Lessees and the Lessor have given consideration to the uses and purposes for which the Property will be employed by the Lessees; the benefit to the citizens and inhabitants of the Lessees by reason of financing of the Property; the use and occupancy of the Property pursuant to the terms and provisions of this Lease; the Lessees' option to purchase the Property; and the expected eventual vesting of title to the Property in the Lessees. The Lessees hereby determines and declares that the period during which the Lessees have an option to purchase the Property (i.e., the maximum term of this Lease) does not exceed the weighted average useful life of the Property.

SECTION 6.6 Nonappropriation. In the event that Broomfield shall not specifically budget and appropriate, on or before December 31 of each Fiscal Year, moneys to pay Broomfield Base Rentals and its reasonably estimated share of Additional Rentals coming due for the next ensuing Fiscal Year and Westminster determines not to pay Broomfield Base Rental and in the event that Westminster shall not specifically budget and appropriate, on or before December 31 of each Fiscal Year, moneys to pay Westminster Base Rentals and its reasonably estimated share of Additional Rentals coming due for the next ensuing Fiscal Year and Broomfield determines not to pay Westminster Base Rentals, an Event of Nonappropriation shall be deemed to have occurred; subject, however, to each of the following provisions:

(a) an Event of Nonappropriation shall not be deemed to occur unless both Broomfield and Westminster determine not to pay Broomfield Base Rentals and Westminster Base Rentals. If Broomfield determines not to pay Broomfield Base Rentals and Westminster has paid Westminster Base Rentals, Westminster may determine to pay Broomfield Base Rentals. If Westminster determines not to pay Westminster Base Rentals and Broomfield has paid Broomfield Base Rentals, Broomfield may determine to pay Westminster Base Rentals. To the extent that either Broomfield or Westminster have paid each others Base Rentals, then the party that has paid such Base Rentals will receive additional ownership in the Property, as provided in Section ___ hereof and in the IGA.

(a) The Trustee shall declare an Event of Nonappropriation on any earlier date on which the Trustee receives official, specific written notice from the Broomfield and Westminster that this Lease will be not be renewed.

(b) Absent such notice from Broomfield and Westminster, the Trustee shall give written notice to Broomfield and Westminster of any Event of Nonappropriation, on or before the next following January 6; but any failure of the Trustee to give such written notice shall not prevent the Trustee from declaring an Event of Nonappropriation or from taking any remedial action which would otherwise be available to the Trustee.

(c) The Trustee may waive any Event of Nonappropriation which is cured by the Lessees within a reasonable time, if in the Trustee's judgment such waiver is in the best interests of the Participants.

(d) The Trustee shall waive any Event of Nonappropriation which is cured by the Lessees, by specifically budgeting and appropriating, within 45 days of the giving of notice by the

Trustee as provided in (b) above, or by April 15 of the ensuing Fiscal year, whichever is earlier, moneys sufficient to pay all Base Rentals and reasonably estimated Additional Rentals coming due for such Fiscal Year.

In the event that during any Fiscal Year, any Additional Rentals shall become due which were not included in the Lessees' current budget, and if there are no moneys in the Reserve Fund available to pay such Additional Rentals pursuant to Section 308 of the Indenture, then, in the event that moneys are not specifically budgeted and appropriated to pay such Additional Rentals within 6 months subsequent to the date upon which such Additional Rentals are due, an Event of Nonappropriation shall be deemed to have occurred, upon notice by the Trustee to the Lessees to such effect (subject to waiver by the Trustee as provided in paragraph (c) above).

The Lessees covenants to notify the Trustee in writing of a decision by the Councils to terminate this Lease or not to budget or appropriate moneys to pay Base Rentals and Additional Rentals, as soon thereafter as may be practicable; provided however, that failure of the Lessees to so notify the Trustee shall not prevent the occurrence of an Event of Nonappropriation hereunder or otherwise hinder the Lessees' ability to terminate this Lease.

If an Event of Nonappropriation occurs, the Lessees shall not be obligated to make payment of the Base Rentals or Additional Rentals or any other payments provided for herein which accrue after December 31 of the Fiscal Year during which such Event of Nonappropriation occurs; provided however, that subject to the limitations of Section 14.3 hereof, the Lessees shall continue to be liable for Base Rentals and Additional Rentals allocable to any period during which the Lessees shall continue to occupy the Property.

The Lessees shall in all events vacate the Property by December 31 of any Fiscal Year during which an Event of Nonappropriation occurs.

The Trustee shall, upon the occurrence of an Event of Nonappropriation, be entitled to all moneys then on hand and being held in all funds created under the Indenture for the benefit of the Participants. After the expiration of the Fiscal Year during which an Event of Nonappropriation occurs, the Trustee may proceed to foreclose on and sell the Property as provided in Section 702 and 705 of the Indenture and may, or at the request of the owners of a majority in aggregate principal amount of the Certificates then outstanding shall, take one or any combination of the steps described in Section 14.2 of this Lease. All property, funds, and rights acquired by the Trustee upon the termination of this Lease by reason of an Event of Nonappropriation, less any moneys due and owing to the Trustee, shall be held by the Trustee for the benefit of the Participants as set forth in the Indenture.

SECTION 6.7 Disposition of Base Rentals. Upon receipt by the Trustee of each payment of Base Rentals, the Trustee shall apply the amount of such Base Rentals in the following manner and order:

FIRST: The amount of such payment of Base Rentals designated and paid as interest under Exhibit B hereto, as it may be amended hereunder, plus the

amount of any past due interest on the Certificates, shall be deposited in the Interest Account of the Certificate Fund.

SECOND: The remaining portion of such payment of Base Rentals shall be deposited in the Principal Account of the Certificate Fund.

ARTICLE VII

ACQUISITION OF THE PROPERTY

SECTION 7.1 Agreement to Acquire the Property. The Lessor hereby agrees that it will in conjunction with the Lessees make all contracts and do all things necessary for the acquisition of the Property. The Lessor shall cause the Property to be acquired, as herein provided, and title to the Property and all interests therein, buildings, equipment, or other personal property, which is purchased or financed from moneys deposited in the Acquisition Fund, shall be held by the Lessor, subject to this Lease and the Indenture.

The Lessor hereby agrees that in order to effectuate the purposes of this Lease it will make, execute, acknowledge, and transmit any contracts, orders, receipts, writings, and instructions with any other persons, firms, or corporations, and in general do all things which may be requisite or proper, all for the acquisition of the Property. Acquisition of the Property shall be in accordance with the Property Documents, subject to reasonable changes approved by the Lessees and Lessor. So long as this Lease is in full force and effect and no Event of Nonappropriation, Event of Default, or event described in Section 10.3 (b) of this Lease shall have occurred, and so long as the Trustee has not given the notice provided in the last sentence of this Section 7.1, the Lessor shall have full power to carry out the acts and agreements provided in this Section 7.1, and such power is granted and conferred under this Lease to the Lessor, and is accepted by the Lessees and shall not be terminated or restricted by act of the Lessor, the Trustee, or the Lessees, except as provided in this Section 7.1.

The Lessor agrees to acquire the Property, through the application of moneys to be disbursed from the Acquisition and Fund pursuant to Section 7.2 of this Lease and Section 310 of the Indenture by the Trustee upon the authorization of the Lessor Representative. The Lessor agrees to complete the acquisition of the Property with all reasonable dispatch, and to use its best efforts to cause the acquisition of the Property to be completed by April __, 2006, or as soon thereafter as may be practicable; but, if for any reason the acquisition of the Property is not completed by said date, there shall be no resulting liability on the part of the Lessees or the Lessor or an Event of Default hereunder, and there shall be no diminution in or postponement of the Base Rentals and Additional Rentals required to be paid by the Lessees during the Lease Term. However, in the event that the acquisition of the Property shall not have been completed, as evidenced by the resolution provided for in Section 7.3 of this Lease, by April __, 2008, the Trustee, on behalf of the Lessor, upon thirty (30) days' written notice to the Lessees, shall be authorized but not required, to acquire the Property from any moneys remaining in the Acquisition Fund.

SECTION 7.2 Disbursements from the Acquisition Fund. So long as no Event of Nonappropriation, Event of Default, or event described in Section 10.3(b) of this Lease shall occur, and so long as the Lessor's right to control acquisition of the Property has not otherwise been terminated pursuant to Section 7.1 of this Lease, the Trustee shall, at the direction of the Lessor, disburse moneys from the Acquisition Fund in payment of Costs of Acquisition. Such disbursements shall be made upon receipt by the Trustee of a requisition signed by the Lessor Representative (i) stating with respect to each payment to be made: (a) the requisition number, (b)

the name and address of the person, firm, or corporation to whom payment is due or has been made, (c) the amount to be paid or reimbursed, (d) that each obligation mentioned therein has been properly incurred, is a proper charge against the Acquisition Fund, and has not been the basis of any previous withdrawal, and (e) that the disbursement requested will be used for Costs of Acquisition; (ii) specifying in reasonable detail the nature of the obligation; and (iii) accompanied by a bill, invoice, or statement of account for such obligation. Requisitions for Costs of Acquisition for the Property shall also include title insurance commitments.

If an Event of Nonappropriation, an Event of Default, or an event described in Section 10.3(b) of this Lease shall occur prior to completion of acquisition of the Property, the Acquisition Fund may be utilized by the Trustee, to acquire the Property as provided in Section 7.5 hereof, or may be disbursed as provided in Section 402 of the Indenture, as the Trustee may deem appropriate and in the best interests of the Participants.

Under the Indenture, the Lessor has authorized and directed the Trustee to issue its checks or drafts for each disbursement to pay Costs of Acquisition provided for herein. The Lessees hereby consents and agrees to such disbursements by the Trustee. The Trustee shall keep and maintain adequate records pertaining to the Acquisition Fund and all disbursements therefrom as reasonably directed by the Lessees, and after the Property has been acquired, the Trustee shall file an accounting thereof with the Lessees.

SECTION 7.3 Completion of Acquisition. Upon the acquisition of the Property, the Lessees Representative shall deliver to the Lessor and the Trustee a certificate stating that, to the best of the Lessees' knowledge based upon the representations of the Lessees Representative and except for any amounts estimated by the Lessees Representative to be necessary for payment of any Costs of Acquisition not then due and payable, the acquisition of the Property has been completed and all Costs of Acquisition have been paid. Notwithstanding the foregoing, such certificate shall not prejudice any rights against third parties which exist at the date of execution of such certificate or which may subsequently come into being.

SECTION 7.4 Title Insurance Policy. The Lessees and the Lessor hereby agree that, concurrently with the delivery of the Certificates to the Underwriters, and upon acquisition of the Property, which will occur after delivery of the Certificates to the Underwriter, the Trustee shall be provided with a commitment to issue a standard mortgagee's title insurance policy issued to the Trustee, insuring (i) the Lessor's fee simple title to the Property and (ii) the Lessees' interest in the Property, subject only to Permitted Encumbrances. Such commitment to issue shall be delivered to the Trustee concurrently with delivery of the Certificates to the Underwriter, which will occur after delivery of the Certificates to the Underwriter and the title insurance policy will be issued as soon thereafter as is possible. The Lessees and the Lessor hereby agree to file and record this Lease, the Indenture and any other documents necessary in all of the appropriate places in order to insure title to the Property and in order to secure payment of the Certificates. The value of such title insurance coverage shall be an amount not less than the aggregate principal amount of Certificates then outstanding, or such lesser amount as shall be the maximum insurable value of the Lessor's interest in the Property.

SECTION 7.5 Property Documents. The Lessor shall furnish to the Trustee copies of the Property Documents, as soon after the commencement of the Lease Term as such Property Documents shall become available to the Lessees. Neither the Property Documents nor any change or amendment thereto shall (i) cause the Property to be used for any purpose prohibited hereby or by the constitution and laws of the State; (ii) result in a material reduction in the value of the Property; or (iii) adversely affect the ability of the Lessees to meet their obligations hereunder.

ARTICLE VIII

TITLE TO THE PROPERTY; LIMITATIONS ON ENCUMBRANCES

SECTION 8.1 Title to the Property. Except personal property purchased by the Lessees at their own expense pursuant to Section 9.2 of this Lease, title to the Property and any and all additions and modifications thereto and replacements thereof shall be held in the name of the Lessor, subject to this Lease and the Indenture, until foreclosed on or conveyed as provided in Section 702 and 705 of the Indenture or Article XII of this Lease, notwithstanding (i) a termination of this Lease by the Lessees by reason of an Event of Nonappropriation as provided in Section 6.6 of this Lease; (ii) the occurrence of one or more Events of Default as defined in Section 14.1 of this Lease; (iii) the occurrence of any event of damage, destruction, condemnation, or construction defect or title defect, as provided in Article X of this Lease; or (iv) the violation by the Lessor (or by the Trustee as assignee of the Lessor pursuant to the Indenture) of any provision of this Lease.

The Lessees shall have no right, title, or interest in the Property or any additions and modifications thereto or replacements thereof, except as expressly set forth in this Lease.

SECTION 8.2 No Encumbrance, Mortgage, or Pledge. The Lessees shall not permit any mechanic's or other lien to be established or remain against the Property; provided that, if the Lessees shall first notify the Trustee of the intention of the Lessees so to do, the Lessees may in good faith contest any mechanic's or other lien filed or established against the Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the Trustee shall notify the Lessees that, in the opinion of Independent Counsel, by nonpayment of any such items the Lessor's title to the Property or the lien on the Property pursuant to the Indenture will be materially endangered, or the Property or any part thereof will be subject to loss or forfeiture, in which event the Lessees shall promptly pay and cause to be satisfied and discharged all such unpaid items (provided, however, that such payment shall not constitute a waiver of the right to continue to contest such items). The Lessor and the Trustee will cooperate fully with the Lessees in any such contest, upon the request and at the expense of the Lessees. Neither the Lessor nor, except as provided above, the Lessees, shall directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Property, except Permitted Encumbrances. The Lessees shall promptly, at their own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance, or claim not excepted above which it shall have created, incurred, or suffered to exist. The Lessor shall promptly, at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance, or claim not excepted above which it shall have created or incurred.

ARTICLE IX

MAINTENANCE; TAXES; INSURANCE AND OTHER CHARGES

SECTION 9.1 Maintenance of the Property by the Lessees. The Lessees agree that at all times during the Lease Term the Lessees will maintain, preserve, and keep the Property or cause the Property to be maintained, preserved, and kept, with the appurtenances and every part and parcel thereof, in good repair, working order, and condition, and that the Lessees will from time to time make or cause to be made all necessary and proper repairs, except as otherwise provided in Section 10.3 of this Lease. Neither the Lessor, the Trustee, nor any of the Participants shall have any responsibility in any of these matters or for the making of any additions, modifications, or replacements to the Property.

SECTION 9.2 Improvements to the Property The Lessees shall have the privilege of making improvements to the Property, at their own cost and expense; and the same shall be the property of the Lessor, subject to this Lease and the Indenture; provided however, that such improvements shall not in any way damage the Property or cause it to be used for purposes other than lawful governmental functions of the Lessees; and provided that the Property, as improved upon completion of improvements, shall be of a value not less than the value of the Property immediately prior to making such improvements.

The Lessees may also, from time to time in their sole discretion and at their own expense, install tangible property in or on the Property. All such tangible property shall remain the sole property of the Lessees in which neither the Lessor, the Trustee, nor the Participants shall have any interest; provided however, that title to any such tangible property which becomes permanently affixed to the Property shall be in the Lessor, subject to the Indenture, and shall be included under the terms of this Lease and the Indenture, in the event the Trustee shall reasonably determine that the Property would be damaged or impaired by the removal of such tangible property.

SECTION 9.3 Taxes, Other Governmental Charges, and Utility Charges. In the event that the Property or any portion thereof shall, for any reason, be deemed subject to taxation, assessments, or charges lawfully made by any governmental body, the Lessees shall pay the amount of all such taxes, assessments, and governmental charges then due, as Additional Rentals. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the Lessees shall be obligated to provide for Additional Rentals only for such installments as are required to be paid during the upcoming Fiscal Year. The Lessees shall not allow any liens for taxes, assessments, or governmental charges to exist with respect to the Property or any portion thereof (including without limitation, any taxes levied upon the Property, or any portion thereof, which, if not paid, will become a charge on the rentals and receipts from the Property or any portion thereof, or any interest therein, including the interests of the Lessor, the Trustee, or the Participants), or with respect to the rentals and revenues derived therefrom or hereunder. The Lessees shall also pay as Additional Rentals, as the same respectively become due, all gas, water, steam, electricity, heat, power, telephone, utility, and other charges incurred in the maintenance and upkeep of the Property.

The Lessees may, at the expense and in the name of the Lessees, in good faith contest any such taxes, assessments, utility, and other charges and, in the event of any such contest, may permit the taxes, assessments, utility, or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Trustee shall notify the Lessees that, in the opinion of Independent Counsel, by nonpayment of any such items the security afforded pursuant to the Indenture will be materially endangered or the Property or any portion thereof will be subject to loss or forfeiture, or the Lessor or the Trustee will be subject to liability, in which event such taxes, assessments, utility, or other charges shall be paid forthwith (provided however, that such payment shall not constitute a waiver of the right to continue to contest such taxes, assessments, utility, or other charges).

SECTION 9.4 Provisions Regarding Casualty, Public Liability, Property Damage and Title Insurance. The Lessees shall, at their own expense, cause casualty and property damage insurance to be carried and maintained with respect to the Property in an amount equal to the greater of 100% of the principal amount of the Certificates then outstanding or the replacement cost of the Property. Such insurance policy may have a deductible clause in an amount not to exceed \$100,000. Such insurance shall cover all risks. Such insurance shall be maintained with a reputable commercial insurer, and may be in the form of self-insurance. The Lessees may, in their discretion, insure the Property under blanket insurance policies which insure not only the Property, but other buildings as well, as long as such blanket insurance policies comply with the requirements hereof.

Upon the execution and delivery of this Lease, the Lessees shall, at their own expense, cause public liability insurance to be carried and maintained with respect to the activities to be undertaken by and on behalf of the Lessees in connection with the use of the Property, in an amount not less than \$150,000 for any injury to one person in any single occurrence, and in an amount not less than \$600,000 for any injury to two or more persons in any single occurrence. The public liability insurance required by this Section 9.5 may be by blanket insurance policy or policies. At their election the Lessees may provide for public liability insurance with respect to the Property partially or wholly by means of an adequate self-insurance fund.

Any casualty and property damage insurance policy required by this Section 8.5 shall be so written or endorsed as to make losses, if any, payable to the Trustee. Each insurance policy provided for in this Section 9.5 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interests of the Trustee or the Participants, without first giving written notice thereof to the Lessees, the Lessor, the Insurer and the Trustee at least 10 days in advance of such cancellation or modification. All insurance policies issued pursuant to this Section 9.5 or certificates evidencing such policies, shall be deposited with the Trustee. No agent or employee of the Lessees shall have the power to adjust or settle any loss with respect to the Property, whether or not covered by insurance, without the prior written consent of the Trustee; except that losses not exceeding \$5,000 may be adjusted or settled by the Lessees without the Trustee's consent. The consent of the Lessor shall not be required for any such adjustment or settlement, regardless of the amount of the loss.

The Lessees shall obtain prior to closing a policy of title insurance in an amount equal to the full principal amount of the Certificates.

SECTION 9.5 Advances. In the event that the Lessees shall fail to pay any Additional Rentals during the Lease Term, the Trustee may (but shall be under no obligation to) pay such Additional Rentals, which Additional Rentals, together with interest thereon at the rate of 15% per annum, the Lessees, subject to annual appropriation, agrees to reimburse to the Trustee.

ARTICLE X

DAMAGE, DESTRUCTION, AND CONDEMNATION; USE OF NET PROCEEDS

SECTION 10.1 Damage, Destruction, and Condemnation. If, during the Lease Term (i) the Property or any portion thereof shall be destroyed in whole or in part, or damaged by fire or other casualty; or (ii) title to or the temporary or permanent use of the Property or any portion thereof or the estate of the Lessees, the Lessor, or the Trustee in the Property or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority; (iii) title to or the use of all or any portion of the Property shall be lost by reason of a defect in title thereto; then the Lessees shall be obligated, subject to the provisions of Section 10.3 of this Lease, to continue to pay the amounts specified in Sections 10.2 and 6.2 of this Lease.

SECTION 10.2 Obligation of the Lessees to Repair and Replace the Property. Subject to the provisions of Section 10.3 of this Lease, the Lessees, the Lessor, and the Trustee shall cause the Net Proceeds of any insurance policies or condemnation awards, made available by reason of any occurrence described in Section 10.1 hereof, to be deposited in a separate trust fund with the Trustee. The Lessees shall have 45 days from the date of deposit to determine whether to repair the damaged properties or any portion thereof or restore the condemned properties or any portion thereof or use the Net Proceeds or any portion thereof in accordance with Section 10.3. Except as set forth in Section 10.3 of this Lease, all Net Proceeds so deposited shall be applied to the prompt repair, restoration, modification, improvements, or replacement of the Property or any portion thereof by the Lessees upon receipt of requisitions acceptable to the Trustee signed by the Lessees Representative (i) stating with respect to each payment to be made: (a) the requisition number, (b) the name and address of the person, firm, or corporation to whom payment is due or has been made, (c) the amount to be paid or reimbursed, and (d) that each obligation mentioned therein has been properly incurred, is a proper charge against the separate trust fund, and has not been the basis of any previous withdrawal; (ii) specifying in reasonable detail the nature of the obligation; and (iii) accompanied by a bill or a statement of account for such obligation. The balance of any such Net Proceeds remaining after such repair, restoration, modification, improvement, or replacement has been completed shall be transferred to the Lessees. Any repair, restoration, modification, improvement, or replacement paid for in whole or in part out of such Net Proceeds shall be the property of the Lessor, subject to this Lease, and the Indenture, and shall be included as part of the Property.

SECTION 10.3 Insufficiency of Net Proceeds; Discharge of the Obligation of the Lessees to Repair or Replace the Property. If the Net Proceeds (plus any amounts withheld from such Net Proceeds by reason of any deductible clause) shall be insufficient to pay in full the cost of any repair, restoration, modification, improvement, or replacement of the Property or any portion thereof under Section 10.2 of this Lease, the Lessees may elect any of the following options:

(a) The Lessees may complete the work or repairing or replacing the Property or any portion thereof and pay any cost in excess of the amount of the Net Proceeds, and the Lessees agrees that, if by reason of any such insufficiency of the Net Proceeds, the Lessees shall make any

payments pursuant to the provisions of this Section 10.3(a), the Lessees shall not be entitled to any reimbursement therefor from the Lessor, the Trustee, or the Participants, nor shall the Lessees be entitled to any diminution of the Base Rentals and Additional Rentals payable under Section 6.2 of this Lease.

(b) (i) The obligation of the Lessees to repair or replace all of the Property under Section 10.2 of this Lease may, at the option of the Lessees, be discharged by depositing the Net Proceeds of insurance policies or condemnation awards, made available by reason of such occurrence affecting all the Property, into the Extraordinary Revenue Fund. Upon such deposit, the Lease Term and all obligations of the Lessees hereunder, including the obligation to pay Base Rentals and Additional Rentals, shall terminate, and all right, title, and interest of the Lessees in any funds or accounts created under the Indenture shall be surrendered by the Lessees to the Trustee, for the benefit of the Participants. If the Net Proceeds so deposited, together with any moneys available in any such funds or accounts, are insufficient to provide for the payment in full of all Outstanding Certificates and interest thereon, the Trustee shall notify the Lessees to vacate all of the Property within 120 days of such deposit, and all of the Property shall thereafter be foreclosed on and sold as provided in Sections 702 and 705 of the Indenture; and the Net Proceeds of such foreclosure and sale shall also be deposited into the Extraordinary Revenue Fund. If the Net Proceeds so deposited together with any moneys available in any such funds or accounts are insufficient to provide for payment in full of all Outstanding Certificates and the interest thereon, such redemption shall only be made to the extent the remaining fair market value of the Property is sufficient to support the remaining Outstanding Certificates. If there are any excess moneys remaining after payment of all fees and expenses due to the Trustee and after payment or redemption of the Certificates as provided in Sections 402 and 403 of the Indenture, such excess moneys shall be paid to the Lessees.

(ii) The obligation of the Lessees to repair or replace a portion of the Property under Section 10.2 of this Lease may, at the option of the Lessees, be discharged by depositing that portion of the Net Proceeds of insurance policies or condemnation awards, made available by reason of such occurrence, into the Extraordinary Revenue Fund. The Net Proceeds so deposited may be transferred to the Certificate Fund and used for payment of Outstanding Certificates and the interest thereon.

(c) The obligation of the Lessees to repair or replace the Property or any portion thereof under Section 10.2 of this Lease may, at the option of the Lessees, be discharged by applying the Net Proceeds of such insurance policies or condemnation awards, to the payment of the Purchase Option Price applicable as of the next occurring December 1, in accordance with Article XI of this Lease. In the event of an insufficiency of the Net Proceeds for such purpose, the Lessees shall pay such amounts as may be necessary to equal the Purchase Option Price; and in the event the Net Proceeds shall exceed the Purchase Option Price, such excess shall be retained by the Lessees.

Within 90 days of the occurrence of an event specified in Section 10.1 of this Lease, the Lessees shall commence the repair, restoration, modification, improvement, or replacement of the Property, or shall elect to proceed under the provisions of this Section 10.3. In the event that the Lessees shall, after commencing the repair, restoration, modification, improvement, or replacement

of the Property, determine that the Net Proceeds shall be insufficient for the accomplishment thereof, the Lessees may elect to proceed under this Section 10.3.

SECTION 10.4 Cooperation of Lessor. The Lessor shall cooperate fully with the Lessees and the Trustee in filing any proof of loss with respect to any insurance policy covering the events described in Section 10.1 of this Lease, in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Property or any portion thereof, and hereby assigns to the Trustee its interests in such policies solely for such purposes. In no event shall the Lessor voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim, without the written consent of the Trustee Representative and the Councils.

ARTICLE XI

DISCLAIMER OF WARRANTIES; OTHER COVENANTS

SECTION 11.1 Disclaimer of Warranties. NEITHER THE LESSOR, THE TRUSTEE, NOR THE PARTICIPANTS MAKE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FITNESS FOR USE, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE VALUE OR CONDITION OF THE PROPERTY. The Lessees hereby acknowledges and declares that the Lessees are solely responsible for the maintenance and operation of the Property, and that neither the Lessor, the Trustee, nor the Participants have any responsibility therefor. In no event shall the Lessor, the Trustee, or the Participants be liable for any direct, indirect, incidental, special, or consequential damages in connection with or arising out of this Lease or the existence, furnishing, functioning, or use by the Lessees of any item, product, or service provided for herein.

SECTION 11.2 Further Assurances and Corrective Instruments. The Lessor and the Lessees agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property hereby leased or intended so to be, or for otherwise carrying out the intention hereof.

SECTION 11.3 Lessor, Lessees, and Trustee Representatives. Whenever under the provisions hereof the approval of the Lessor, the Lessees, or the Trustee is required, or the Lessees, the Lessor, or the Trustee is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the Lessor by the Lessor Representative, for the Lessees by the Lessees Representative, and for the Trustee by the Trustee Representative, and the Lessor, the Lessees, and the Trustee shall be authorized to act on any such approval request.

SECTION 11.4 Granting of Easements. As long as no Event of Nonappropriation, Event of Default, or event described in Section 9.3(b) of this Lease shall have occurred and be continuing, the Lessor and the Trustee shall at any time or times, but only upon the request of the Lessees, grant easements, licenses, rights-of-way (including the dedication of public highways), and other rights or privileges in the nature of easements with respect to any property or rights included in this Lease and the Indenture, free from this Lease and the Indenture and any security interest or other encumbrances created hereunder or thereunder, and the Lessor and the Trustee shall release existing easements, licenses, rights-of-way, and other rights and privileges with respect to such property or rights, with or without consideration, and the Lessor and the Trustee agree to execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way, or other grant or privilege upon receipt of: (i) a copy of the instrument of grant or release; (ii) a written application signed by the Lessees Representative requesting such instrument and stating that such grant or release will not impair the effective use or interfere with the operation of the Property.

SECTION 11.5 Compliance with Requirements. During the Lease Term, the Lessees, the Lessor, and the Trustee shall observe and comply promptly with all current and future orders of all

courts having jurisdiction over the Property or any portion thereof, and all current and future requirements of all insurance companies writing policies covering the Property or any portion thereof.

SECTION 11.6 Lessees Acknowledgment of the Certificates. The Lessees acknowledges and consents to the assignment by the Lessor to the Trustee, pursuant to the Indenture, of all rights, title, and interest of the Lessor in, to, and under this Lease; and to the delegation by the Lessor to the Trustee, pursuant to the Indenture, of all duties of the Lessor under this Lease. The Lessees acknowledges and consents to the issuance and sale of the Certificates pursuant to the Indenture.

ARTICLE XII

CONVEYANCE OF THE PROPERTY

SECTION 12.1 Conveyance of the Property. The Lessor shall assign, transfer, and convey the Property to Broomfield and Westminster, as tenants in common or their designees in the manner provided for in Section 12.2 and Section 12.4 of this Lease; provided however, that prior to such assignment, transfer, and conveyance, either:

(a) Broomfield and Westminster shall have paid the then applicable Broomfield and Westminster Purchase Option Price; or

(b) Broomfield and Westminster shall have paid all Base Rentals set forth in Exhibits C-2 and C-3 hereto, for the entire Lease Term through December 1, 2025, and all then current Additional Rentals required hereunder.

The Lessees are hereby granted the option to terminate this Lease and to purchase the Property, upon payment by the Lessees to the Trustee of the then applicable Purchase Option Price.

SECTION 12.2 Manner of Conveyance. At the closing of any purchase or other conveyance of the Property pursuant to Section 12.1 of this Lease, the Lessor and the Trustee shall execute and deliver to the Broomfield and Westminster all necessary documents assigning, transferring, and conveying good and marketable title to the Property by special warranty deed of an undivided one-half interest in and to the Property or portion thereof, as tenants in common, as it then exists, subject to the following: (i) Permitted Encumbrances; (ii) all liens, encumbrances, and restrictions created or suffered to exist by the Lessor or the Trustee as required or permitted by this Lease, or the Indenture, or arising as a result of any action taken or omitted to be taken by the Lessor or the Trustee as required or permitted by this Lease, or the Indenture; (iii) any lien or encumbrances created by action of the Lessees; and (iv) those liens and encumbrances (if any) to which the Property were subject when leased to the Lessor.

SECTION 12.3 Escrowed Deeds. In order to facilitate the Lessees' enforcement of the Lessor's obligations to convey the Property to the Lessees under the circumstances provided in Section 12.1, Section 12.2 and Section 12.4 of this Lease, the Lessor shall deposit in escrow with the Trustee, concurrently with the delivery of the Certificates to the Underwriter, or upon acquisition of the Property, which will occur subsequent to the delivery of the Certificates to the Underwriters, special warranty deed conveying an undivided one-half interest in and to the Property or portion thereof, satisfactory to Broomfield's City and County Attorney and Westminster's City Attorney. The Trustee shall, upon payment of the Purchase Option Price or of all Base Rentals as provided in Section 12.1 of this Lease, date and release such deeds to the Lessees for recording. In the event of any change in description of the Property (pursuant to Sections 10.2, 11.2, or 11.4 of this Lease), the Lessor shall promptly cooperate with the Lessees and the Trustee in appropriately modifying, re-executing and re-delivering such deeds.

SECTION 12.4 Ownership of the Property. Upon payment of the Purchase Option Price

or of all Base Rentals as provided in Section 12.1 of this Lease, the Lessor and the Trustee shall convey to Broomfield and Westminster by special warranty deed, as tenants in common, an undivided one-half interest in and to the Property or portion thereof. Should either Broomfield or Westminster have failed to pay an amount equal to Broomfield's Base Rental Payments or Westminster's Base Rental Payments set forth on Exhibits C-2 and C-3 and Broomfield or Westminster pays the Trustee Broomfield's Base Rental Payments or Westminster's Base Rental Payments, the conveyance to either Broomfield or Westminster, at the time provided in Section 12.1 of this Lease, shall reflect an undivided interest reflecting the increased ownership interest of Broomfield or Westminster determined by the percentage of payment so made by Broomfield or Westminster, as described by the "accrual method for ownership" in Section 12.5 below. The conveyance to either Broomfield or Westminster when it has failed to pay the Trustee Broomfield's Base Rental Payments or Westminster's Base Rental Payments shall reflect an undivided interest reflecting the decreased ownership interest of Broomfield or Westminster determined by the percentage of payment so made by such Party, as described by the "accrual method for ownership" described in Section 12.5 below.

Additionally, the Parties acknowledge that Westminster may acquire a portion of the Property for the expansion and improvement of Lowell Boulevard on the westernmost border of the Property, at some time in the future, and said acquisition and improvement is intended to be excluded from the operation of the conservation easements mentioned in the IGA.

SECTION 12.5 Accrual Method of Ownership. In the event that either Broomfield or Westminster have paid an amount greater than or less than Broomfield's Base Rental Payments or Westminster's Base Rental Payments set forth on Exhibits C-2 and C-3, the conveyance to the Broomfield and Westminster, at the time provided in Section 12.1 of this Lease, shall reflect increased or decreased ownership in the Property based on the ratio of annual, budgeted and appropriated payments of principal paid to the Trustee by Broomfield and Westminster to the total payments of principal on the Certificates as set forth on Exhibit C-1.

(a) If Broomfield or Westminster fails to make a payment of Broomfield's Base Rental Payments or Westminster's Base Rental Payments, as set forth on Exhibit C-2 and C-3, Broomfield or Westminster may make such payment (a "Substitute Payment) and shall, at the time provided in Section 12.1 of this Lease, receive an increase in ownership in the Property.

(b) If either Broomfield or Westminster have failed to make a payment of Broomfield's Base Rental Payments or Westminster's Base Rental Payments, as set forth on C-2 and C-3, and either Broomfield or Westminster wish to repay Broomfield or Westminster prior to the time provided in Section 12.1 of this Lease, Broomfield or Westminster may receive back its interest in the Property by reimbursing Broomfield or Westminster, such amount plus interest on such payments at the rate of 6% per annum.

(c) The ownership accrual formula will be as follows:

Broomfield's Base Rental Principal Payments

plus Substitute Payments _____ x 100=(increased Property interest)
Total Base Rental Principal Payments

Westminster's Base Rental Principal Payments
plus Substitute Payments _____ x 100=(increased Property interest)
Total Base Rental Principal Payments

For each principal payment made by Broomfield or Westminster, the percent of ownership interest accrued in the Property shall be calculated according to the ownership accrual formula.

ARTICLE XIII

ASSIGNMENT, SUBLEASING, INDEMNIFICATION, MORTGAGING, AND SELLING

SECTION 13.1 Assignment by Lessor. The Lessor's rights under this Lease, including rights to receive and enforce payments hereunder, have been assigned to the Trustee pursuant to the Indenture.

SECTION 13.2 Assignment and Subleasing by the Lessees. This Lease may not be assigned by the Lessees for any reason. However, the Property may be subleased, as a whole or in part, by the Lessees, without the necessity of obtaining the consent of the Lessor, the Trustee, or any Participants; subject, however, to each of the following conditions:

(a) the Property may be subleased, in whole or in part, only to an agency or department or political subdivision of the State, or to another entity or entities if, in the opinion of nationally recognized bond counsel acceptable to the Trustee, such sublease will not adversely affect the exclusion from gross income of the interest on the Certificates under Section 103 of the Code and applicable regulations, rulings, and decisions;

(b) this Lease and the obligations of the Lessees hereunder shall, at all times during the Lease Term, remain obligations of the Lessees, and the Lessees shall maintain their direct relationships with the Lessor and the Trustee, notwithstanding any sublease;

(c) the Lessees shall furnish or cause to be furnished to the Lessor, and the Trustee a copy of any sublease agreement.

SECTION 13.3 Restrictions on Mortgage or Sale of Property. The Lessees and the Lessor agree that, except for (i) the Lessor's assignment of this Lease and the mortgaging of the Property to the Trustee pursuant to the Indenture, (ii) any exercise by the Trustee or the Lessor of the remedies afforded by Section 14.2 of this Lease, (iii) the Lessees' right to sublease pursuant to Section 13.2 of this Lease, (iv) any conveyance to the Lessees pursuant to Article XI of this Lease (including the Escrowed Deed provided for in Section 12.2 of this Lease), and (v) any granting of easements pursuant to Section 11.4 of this Lease, and any substitutions or modifications to the Property pursuant to Section 10.2 of this Lease; neither the Lessor nor the Lessees will mortgage, sell, assign, transfer, or convey the Property or any portion thereof during the Lease Term.

Section 13.4 Partial Releases and Substitution of Property. So long as no Event of Default or Event of Nonappropriation shall have occurred and be continuing, Lessor and the Trustee shall release the Property or portions thereof and shall execute all documents necessary or appropriate to reconvey or release such Property or portions thereof to the Lessees, free of all restrictions and encumbrances imposed or created by this Lease or the Indenture, upon receipt by the Trustee of the following: (a) a written request of an Authorized Officer of each of the Lessees for such release, describing the Property or portions thereof to be released; (b) a Certificate of an Authorized Officer of each of the Lessees certifying (i) the fair market value of the Property or

portions thereof to be released and of any real property to be substituted for the Property or portions thereof to be released; (ii) the disposition to be made of the Property or portions thereof to be released and the consideration, if any, to be received therefor, (iii) that the disposition of the Property or portions thereof to be released and the substitution therefor of the real property to be substituted for the Property or portions thereof to be released (if any) will not materially adversely affect the ability of the Lessees to operate the Property or to fulfill their obligations under this Lease; (iv) that any real property to be substituted for the Property or portions thereof to be released is necessary or useful to the operation of the Property, and (v) that the proceeds of the disposition of the Property or portions thereof to be released, together with cash to be paid by the Lessees to the Trustee, if any, is at least equal to the fair market value of the Property or portions thereof to be released; (c) current appraisals of the fair market value of the Property or portions thereof to be released and any real property to be substituted for the Property or portions thereof to be released, respectively, by a member of the American Institute of Real Estate Appraisers (MAI) satisfactory to the Trustee; (d) supplements and amendments to this Lease, the Indenture and security documents and any other documents necessary to subject any real property to be substituted for the Property or portion thereof to be released from the lien of the Indenture and the security documents or to release the Property or portion thereof to be released from the lien of the Indenture and the security documents; (e) a Lessor title insurance policy in respect of the substituted real property in Leasehold Owners or Owners form with the Trustee, Lessor and the Lessees as insureds thereunder, as their respective interests shall appear in the substituted real property; (f) resolution of the Lessees' Councils authorizing the transaction and declaring the Lessees' then current need for the substituted property and the Lessees' then present intention of renewing this Lease annually thereafter; and (g) an approving opinion of Bond Counsel. The Lessees agree that any cash paid to the Trustee pursuant to the provisions of this Section 13.4 shall be deposited into the Certificate Fund (to be allocated to the payment of principal on the Certificates). The release of Property or portions thereof will not entitle the Lessees to any postponement, abatement or diminution of the Base Rentals or other payments required to be made hereunder.

ARTICLE XIV

EVENTS OF DEFAULT AND REMEDIES

SECTION 14.1 Events of Default Defined. Any one of the following shall be "Events of Default" under this Lease:

(a) failure by the Lessees to pay any Base Rentals during the Lease Term, for a period of 10 days after written notice specifying such failure and requesting that it be remedied, shall be given to the Lessees by the Trustee; or

(b) failure by the Lessees to vacate the Property by December 31 of the Fiscal Year during which an Event of Nonappropriation occurs; or

(c) failure by the Lessees to observe and perform any covenant, condition, or agreement on their part to be observed or performed, other than as referred to in (a) or (b), for a period of 45 days after written notice, specifying such failure and requesting that it be remedied, shall be given to the Lessees by the Trustee, unless the Trustee shall agree in writing to an extension of such time prior to its expiration; provided however, that if the failure stated in the notice cannot be corrected within the applicable period, the Trustee shall not withhold its consent to an extension of such time if corrective action shall be instituted by the Lessees within the applicable period and diligently pursued until the default is corrected.

The foregoing provisions of this Section 14.1 are subject to the following limitations: (i) the Lessees shall be obligated to pay the Base Rentals and Additional Rentals only during the Lease Term, except as otherwise expressly provided in this Lease; and (ii) if, by reason of *Force Majeure*, the Lessees shall be unable in whole or in part to carry out any agreement on their part herein contained, the Lessees shall not be deemed in default during the continuance of such inability. However, the Lessees agrees to remedy, as promptly as legally and reasonably possible, the cause or causes preventing the Lessees from carrying out their agreement; provided that the settlement of strikes, lockouts, and other industrial disturbances shall be entirely within the discretion of the Lessees.

SECTION 14.2 Remedies on Default. Whenever any Event of Default referred to in Section 14.1 of this Lease shall have happened and be continuing, the Trustee, on behalf of the Lessor, shall terminate the Lease Term and shall give notice to the Lessees to vacate the Property within 120 days from the date of such notice. The Trustee shall proceed to foreclose through the courts on the Property and may lease the Property; and the Trustee, on behalf of the Lessor, may, or at the request of the owners of a majority in aggregate principal amount of the Certificates then outstanding shall, without any further demand or notice, take one or any combination of the following additional remedial steps:

(a) In the event that the Trustee deems a delay in sale of the Property to be in the best interests of the Participants, the Trustee may, on behalf of the Lessor, temporarily lease or sublease the Property for the benefit of the Participants.

(b) The Trustee, on behalf of the Lessor, may recover from the Lessees:

(I) the portion of Base Rentals and Additional Rentals which would otherwise have been payable hereunder, during any period in which the Lessees continues to occupy the Property; and

(II) Base Rentals and Additional Rentals which would otherwise have been payable by the Lessees hereunder during the remainder, after the Lessees vacates the Property, of the Fiscal Year in which such Event of Default occurs; provided however, that if the Trustee does not proceed to foreclose on and sell the Property reasonably promptly after such Event of Default, the Trustee, on behalf of the Lessor, shall be obligated to the Lessees to use its best efforts to lease or sublease the Property for the remainder of such Fiscal year, as provided in paragraph (a) of this Section 14.2, and the Net Proceeds of such leasing shall be offset against the amount recoverable from the Lessees under this paragraph (II).

(c) The Trustee, on behalf of the Lessor, may take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Property under this Lease, and the Indenture.

(d) Anything in this Lease to the contrary notwithstanding upon the occurrence and continuance of an Event of Default as defined herein, the Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted to the Participants or the Trustee for the benefit of the Participants.

SECTION 14.3 Limitations on Remedies. A judgment requiring a payment of money may be entered against the Lessees by reason of an Event of Default only as to the Lessees' liabilities described in paragraph (b) of Section 14.2 of this Lease. A judgment requiring a payment of money may be entered against the Lessees by reason of an Event of Nonappropriation only to the extent that the Lessees fail to vacate the Property as required by Section 6.6 of this Lease, and only as to the liabilities described in paragraph (b)(I) of Section 14.2 of this Lease. The remedy described in paragraph (b)(II) of Section 14.2 hereof shall not be available for an Event of Default consisting of failure by the Lessees to vacate the Property by December 31 of the Fiscal Year during which an Event of Nonappropriation occurs.

SECTION 14.4 No Remedy Exclusive. Subject to Section 14.3 hereof, no remedy herein conferred upon or reserved to the Trustee, on behalf of the Lessor, is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee, on behalf of the Lessor, to exercise any remedy reserved in this Article XIV, it shall not be necessary to give any notice, other than such notice as may be required in this Article XIV.

SECTION 14.5 Waivers. The Trustee may waive any Event of Default under this Lease and its consequences, as the Trustee deems to be in the best interests of the Participants. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

In view of the assignment of the Lessor's rights under this Lease to the Trustee pursuant to the Indenture, the Lessor shall have no right to waive any Event of Default hereunder without the consent of the Trustee; and the waiver of any Event of Default hereunder by the Trustee shall constitute a waiver of such Event of Default by the Lessor, without the necessity of any action of or consent by the Lessor. A waiver of an Event of Default under the Indenture shall constitute a waiver of the corresponding Event of Default under this Lease; provided that no such waiver shall extend to or affect any subsequent or other Event of Default under this Lease or impair any right consequent thereon.

SECTION 14.6 Agreement to Pay Attorneys' Fees and Expenses. In the event that any party hereto shall default under any of the provisions hereof and the nondefaulting party shall employ attorneys or incur other expenses for the collection of Base Rentals and Additional Rentals or for the enforcement, performance, or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it shall on demand therefor pay to the nondefaulting party the reasonable fees of such attorneys and such other reasonable expenses so incurred by the nondefaulting party.

ARTICLE XV

MISCELLANEOUS

SECTION 15.1 Notices. All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified or registered mail, postage prepaid, addressed as follows:

Broomfield: City and County of Broomfield, Colorado
One DesCombes Drive
Broomfield, Colorado 80020
Attention: City and County Manager

Westminster: City of Westminster, Colorado
4800 West 92nd Avenue
Westminster, Colorado 80031
Attention: City Manager

Lessor: The Broomfield-Westminster
Open Space Foundation Inc.
4800 West 92nd Avenue
Westminster, Colorado 80031
Attention: Co-Presidents

Trustee: American National Bank
3033 East 1st Avenue
Denver, Colorado 80206
Attention: Corporate Trust Department

Underwriter: RBC Capital Markets
1200 Seventeenth Street, Suite 2150
Denver, Colorado 80202
Attention: Senior Vice President

The Lessees, the Lessor, the Trustee, and the Underwriter may, by written notice, designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent.

SECTION 15.2 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Lessor and the Lessees and their respective successors and assigns: subject, however, to the limitations contained in Article XII of this Lease.

SECTION 15.3 Amendments, Changes, and Modifications. Except as otherwise provided in this Lease or the Indenture, subsequent to the delivery of the Certificates to the Underwriter and prior to the discharge of the Indenture, this Lease may not be effectively amended, changed,

modified, or altered without the written consent of the Trustee as provided in the Indenture. Any such amendment, change, modification, or alteration shall be in writing and executed in the same manner as this Lease is executed.

SECTION 15.4 Amounts Remaining in Funds. It is agreed by the parties hereto that any amounts remaining in the Certificate Fund, the Reserve Fund, the Extraordinary Revenue Fund, or any other fund or account created under the Indenture, upon termination of the Lease Term, and after payment in full of the Certificates (or provisions for payment thereof having been made in accordance with the provisions of this Lease and the Indenture) and fees and expenses of the Trustee in accordance with this Lease, shall belong to and be paid to the Lessees by the Trustee as an overpayment of Base Rentals.

SECTION 15.5 Net Lease. This Lease shall be deemed and construed to be a "net lease," and the Lessees shall pay absolutely net during the Lease Term, the Base Rentals, Additional Rentals, and all other payment required hereunder, free of any abatement, deduction, or setoff (other than credits expressly provided for in this Lease).

SECTION 15.6 Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Lease, shall be a legal holiday or a day on which banking institutions in the city in which the principal corporate trust office of the Trustee is located are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are not authorized by law to remain closed with the same force and effect as if done on the nominal date provided in this Lease.

SECTION 15.7 Severability. In the event any provision of this Lease, other than the requirement of the Lessees to pay Base Rentals and the requirement of the Lessor to provide quiet enjoyment of the Property and to convey the Property to the Lessees under the conditions set forth in Article XI of this Lease, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, the intention being that the various provisions hereof shall be severable.

SECTION 15.8 Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 15.9 Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of Colorado.

SECTION 15.10 Parties Interested in Lease. Nothing in this Lease expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the Lessees, the Foundation, the Trustee, the Paying Agent, if any, and the registered owners of the Certificates, any right, remedy or claim under or by reason of this Lease or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Lease

contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Trustee, the Paying Agent, if any, and the registered owners of the Certificates.

SECTION 15.11 Captions. The captions or headings herein are for convenience only and in no way define, limit, or describe the scope or intent of any provision or sections of this Lease.

IN WITNESS WHEREOF, the Lessor has executed this Lease in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers; and Broomfield and Westminster have caused this Lease to be executed in their name and the seals of the Broomfield and Westminster affixed and attested by duly authorized officers thereof. All of the above are effective as of the date first above written.

THE BROOMFIELD-WESTMINSTER,
OPEN SPACE FOUNDATION, INC.
as Lessor

(S E A L)

Co-President

Co-President

ATTESTED:

Secretary

CITY AND COUNTY OF BROOMFIELD,
COLORADO
as Lessee

(S E A L)

ATTESTED:

Mayor

City Clerk

CITY OF WESTMINSTER, COLORADO
as Lessee

(S E A L)

ATTESTED:

Mayor

City Clerk

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF BROOMFIELD)

The foregoing instrument was acknowledged before me this __ day of April 2006, by Karen Stuart and by Nancy McNally as Co-Presidents of The Broomfield-Westminster Open Space Foundation, Inc. and by _____ as Secretary of The Broomfield-Westminster Open Space Foundation, Inc.

Witness my hand and official seal.

My commission expires:

Notary Public

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF BROOMFIELD)

The foregoing instrument was acknowledged before me this __ day of April 2006, by Karen Stuart, Mayor of the City and County of Broomfield, Colorado and by Vicki Marcy, as City Clerk of the City and County of Broomfield, Colorado.

Witness by hand and official seal.

My commission expires:

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this __ day of April 2006, by Nancy McNally, Mayor of the City of Westminster, Colorado and by Linda Yeager, as City Clerk of the City of Westminster, Colorado.

Witness by hand and official seal.

My commission expires:.

Notary Public

EXHIBIT A

to

OPEN SPACE LEASE PURCHASE AGREEMENT

DESCRIPTION OF PROPERTY

EXHIBIT B

to

OPEN SPACE LEASE PURCHASE AGREEMENT

LEGAL DESCRIPTION OF PROPERTY

**THE BROOMFIELD-WESTMINSTER
OPEN SPACE FOUNDATION, INC.,**

AND

AMERICAN NATIONAL BANK

AS TRUSTEE

MORTGAGE AND INDENTURE OF TRUST

Dated as of April 15, 2006

MORTGAGE AND INDENTURE OF TRUST

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and is only for convenience of reference)**

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MORTGAGE AND INDENTURE OF TRUST

MORTGAGE AND INDENTURE OF TRUST dated as of April 15, 2006, by and between THE BROOMFIELD-WESTMINSTER OPEN SPACE FOUNDATION, INC. (the "Lessor"), a nonprofit corporation duly organized and existing under the laws of the State of Colorado, and AMERICAN NATIONAL BANK, as Trustee (the "Trustee"), having an office and principal place of business in Denver, Colorado, duly organized and existing under the laws of the United States, being authorized to accept and execute trusts of the character herein set out under.

W I T N E S S E T H:

WHEREAS, the City and County of Broomfield, Colorado ("Broomfield") and the City of Westminster ("Westminster") (collectively, the "Lessees") and the Lessor have entered into that certain annually renewable Open Space Lease Purchase Agreement, dated April 15, 2006 (the "Lease"), whereby the Lessor has leased to the Lessees an approximately 110 acre parcel of land for certain open space, (the "Property" or "Open Space Land"); and

WHEREAS, for the purpose of financing the Property the Lessees have (i) entered into the Lease, whereby the Lessees have leased from the Lessor the Property; and

WHEREAS, pursuant to the Lease, and subject to the right of the Lessees to terminate the Lease and other limitations as therein provided, Broomfield and Westminster will pay certain Broomfield Base Rentals (as defined in the Lease) and Westminster Base Rentals (as defined in the Lease) (collectively, the "Base Rentals") to the Lessor in consideration for the Broomfield's and Westminster's rights to use Lessor's interest in Property; and

WHEREAS, pursuant to this Mortgage and Indenture of Trust (the "Indenture"), the Lessor's right to receive the Base Rentals, and rights to receive certain other payments as provided herein and in the Lease, have been assigned to the Trustee; and

WHEREAS, pursuant to this Indenture, the Lessor has also granted to the Trustee a mortgage and a security interest in the Property; and

WHEREAS, there will be executed and delivered by the Trustee pursuant to this Indenture one or more Certificates of Participation, Series 2006 (the "Certificates") substantially in the form set forth in Exhibit A hereto, evidencing assignments of proportionate interests in rights to receive Base Rentals and certain other payments, which rights have been assigned to the Trustee by the Lessor; and

WHEREAS, the proceeds derived from the sale of the Certificates shall be placed in special funds and trust accounts for the purpose only of funding certain accounts and acquiring the Property; and

WHEREAS, the Trustee has entered into this Indenture for and on behalf of the registered owners of the Certificates (the "Participants"), and will hold its rights hereunder, including its rights with respect to the Sites and the Property, except as otherwise specifically provided herein, for the equal and proportionate benefit of the Participants, and will disburse moneys received by it in accordance with this Indenture; and

WHEREAS, all things necessary to make the Certificates, when executed and delivered by the Trustee and authenticated by the Lessees as in this Indenture provided, legal, valid, and binding assignments of proportionate interests in rights to receive Base Rentals and certain other payments, as herein provided, and to constitute this Indenture a valid, binding, and legal instrument for the security of the Certificates in accordance with its terms, have been done and performed;

NOW, THEREFORE, THIS MORTGAGE AND INDENTURE OF TRUST WITNESSETH:

That the Lessor, in consideration of the premises and the mutual covenants herein contained and for the benefit of the Participants and the sum of one dollar (\$1.00) to it duly paid by the Trustee at or before the execution of these presents, and for other good and valuable consideration the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium if any, and interest on all Certificates at any time outstanding under this Indenture, according to their tenor and effect, and to secure the performance and observance of all the covenants and conditions in the Certificates and herein contained, and to declare the terms and conditions upon and subject to which the Certificates are issued and secured, has executed and delivered this Indenture and has granted, bargained, sold, warranted, mortgaged, aliened, demised, released, conveyed, assigned, pledged, set over, and confirmed, and by these presents does grant, bargain, sell, warrant, mortgage, alien, demise, release, convey, assign, pledge, set over, and confirm unto American National Bank., Denver, Colorado, as Trustee, and to its successors and assigns forever, all and singular the following described property, franchises, and income:

(a) all rights, title, and interest of the Lessor in, and to, the Property (as defined in the Lease), , as more fully described in Exhibit B hereto, and all buildings, additions, and real property improvements now or hereafter located thereon and the tenements, hereditaments, appurtenances, rights, privileges, and immunities thereto belonging or appertaining (subject to the provisions of Sections 9.2 and 11.4 of the Lease);

(b) all rights, title, and interest of Lessor in, to, and under the Lease;

(c) all Revenues and any other receipts receivable by or on behalf of the Lessor pursuant to the Lease including without limitation, (i) all Base Rentals (as defined in the Lease) to be received from the Lessees pursuant to the Lease and pursuant to the terms of which are to be paid directly to the Trustee; (ii) all Net Proceeds received pursuant to the Lease; and (iii) all rights to enforce payments under the Lease when due or to otherwise enforce rights under the Lease for the benefit of the Participants;

(d) all moneys and securities from time to time held by the Trustee under this Indenture and any and all other real or personal property of every name and nature from time to time hereafter by delivery or by writing of any kind specially mortgaged, pledged, or hypothecated, as and for additional security hereunder, by the Lessor, or by anyone on its behalf, in favor of the Trustee which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof;

TO HAVE AND TO HOLD the same with all privileges and appurtenances hereby conveyed and assigned, or agreed or intended to be, to the Trustee and its successors in said trust and assigns forever;

IN TRUST, NEVERTHELESS, upon the terms herein set forth for the equal and proportionate benefit, security, and protection of all participants, without privilege, priority, or distinction as to the lien or otherwise of any of the Certificates over any other of the Certificates;

PROVIDED, HOWEVER, that if the principal of the Certificates and the premium, if any, and the interest due or to become due thereon, shall be paid at the times and in the manner provided herein, according to the true intent and meaning hereof, and if there are paid to the Trustee all sums of money due or to become due to the Trustee in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights hereby granted shall cease, determine, and be void; otherwise this Indenture is to be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH and it is expressly declared, that all Certificates issued and secured hereunder are to be executed, authenticated, and delivered and all said property, rights, interests, revenues, and receipts hereby pledged, assigned, and mortgaged are to be dealt with and disposed of under, upon, and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the Lessor has agreed and covenanted, and does hereby agree and covenant, with the Trustee for the benefit of the Participants, as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

SECTION 101 Definitions. In addition to the words and terms elsewhere defined in the Lease and Indenture, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent.

"Additional Certificates" means the additional certificates issued or permitted to be issued pursuant to Section 212 hereof.

"Event of Default" means one or more of the events specified in Section 701 of this Indenture.

"Federal Securities" means Permitted Investments which are direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, or obligations issued or guaranteed as to principal and interest by any agency or person controlled or supervised by and acting as an instrumentality of the United States of America pursuant to authority granted by the Congress of the United States of America, or interests in such obligations.

["Municipal Bond Insurance Policy" means the municipal bond insurance policy issued by _____ insuring the payment when due of the principal of and interest on the Certificates as provided therein.]

"Opinion of Counsel" means an opinion in writing of legal counsel, who may be counsel to the Trustee, the Lessees, or the Lessor.

"Outstanding" or "Certificates Outstanding" means all Certificates which have been executed and delivered, except:

(a) Certificates canceled or which shall have been surrendered to the Trustee for cancellation;

(b) Certificates in lieu of which other Certificates have been authenticated under Sections 209 or 210 of this Indenture; and

(c) Certificates which shall have been redeemed as provided in Article IV of this Indenture (including Certificates redeemed on partial payment as provided in Section 402 of this Indenture).

(d) Certificates not defeased under Section 601, hereof.

"Participant" or "owner" or "registered owner" of a Certificate means the registered owner of any Certificate as shown in the registration records of the Trustee.

"Person" means natural persons, firms, associations, corporations and public bodies.

"Permitted Investments" means the investments described in Exhibit C of this Indenture.

"Record Date" means the fifteenth (15th) day of the calendar month next preceding an interest payment date, whether or not a business day.

"Special Record Date" means a special date fixed to determine the names and addresses of registered owners of Certificates for purposes of paying interest on a special interest payment date for defaulted interest, all as provided in Section 202 hereof.

"Trust Estate" means the property mortgaged, pledged, and assigned to the Trustee pursuant to the granting clauses hereof.

ARTICLE II

AUTHORIZATION, TERMS, EXECUTION, AND ISSUANCE OF CERTIFICATES

SECTION 201 Authorized Amount of Certificates. No Certificates may be issued hereunder except in accordance with this Article II. The aggregate principal amount of Certificates that may be issued shall be \$9,500,000 except as provided in Section 212 of this Indenture.

SECTION 202 Issuance of Certificates. In order to provide funds for the financing of the Property and the other purposes set forth herein, the Certificates shall be issued, sold, and delivered hereunder. The Certificates shall constitute assignments of proportionate interests in the right to receive Revenues under the Lease.

The Certificates shall be issuable only as fully registered Certificates without coupons in the denominations of \$5,000 and any integral multiple thereof.

The Certificates shall be dated the date of delivery, and shall bear interest from such date to maturity at the rates per annum shown below, payable semiannually on June 1 and December 1 of each year, with the first interest payment to be made on June 1, 2006; except that Certificates which are reissued upon transfer, exchange, or other replacement shall bear interest at the rates per annum shown below from the most recent interest payment date to which interest has been paid or duly provided for, or if no interest has been paid, from the date of the Certificates.

The Certificates shall mature on December 1 of the years, and in the amounts, and shall bear interest at the rates per annum, set forth below:

Years Maturing	Amounts Maturing	Interest Rate (Per Annum)
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The principal of and premium, if any, on any Certificate shall be payable to the registered owner thereof as shown on the registration records of the Trustee upon maturity or prior redemption thereof and upon presentation and surrender at the principal corporate trust office of the Trustee. Payment of interest on the Certificates shall be made 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 of the Trustee mailed to the registered owner thereof at his address as it last appears on the registration records of the Trustee at the close of business on the Record Date.

Any such interest not so timely paid or duly provided for will cease to be payable to the person who is the registered owner thereof at the close of business on the regular Record Date and will be payable to the person who is the registered owner thereof at the close of business on a special record date for the payment of any such defaulted interest (the "Special Record Date"). Such Special Record Date will be fixed by the Trustee whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date will be given to the registered owners of the Certificates by first class mail not less than ten days prior thereto.

Alternative means of payment of interest may be used if mutually agreed to between the registered owner of any Certificate and the Trustee.

SECTION 203 Limited Obligations. Each Certificate shall evidence assignment of a proportionate interest in the right to receive Revenues under the Lease. The Certificates are payable solely from Revenues as, when, and if the same are received by the Trustee, which Revenues are to be held in trust by the Trustee for such purposes in the manner and to the extent provided herein. The Certificates shall not constitute a mandatory charge or requirement of the Lessees in any ensuing Fiscal Year beyond the then current Fiscal Year, and shall not constitute or give rise to a general obligation or other indebtedness of the Lessees within the meaning of any constitutional or statutory debt limitation. No provision of the Certificates shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the Lessees within the meaning of Sections 1 or 2 of Article XI of the Colorado Constitution. The issuance of the Certificates shall not directly or indirectly obligate the Lessees to make any payments beyond those appropriated for the Lessees' then current Fiscal Year. The Lessor shall have no obligation with respect to the Certificates except to the extent of its assignment of the Trust Estate to the Trustee pursuant to this Indenture; and neither the Lease nor this Indenture shall create any pecuniary liability on the part of the directors or officers of the Lessor.

SECTION 204 Execution of the Certificates. The manual signature of a duly authorized officer of the Trustee shall appear on each Certificate. Any Certificate shall be deemed to have been executed by a duly authorized officer of the Trustee if signed by the Trustee Representative, but it shall not be necessary that the same officer sign all of the Certificates issued hereunder. In case of any official of the Trustee whose signature shall appear on the Certificates shall cease to be such official before delivery of the Certificates, such signature shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

SECTION 205 Authentication. No Certificate shall be valid or obligatory for any purpose or entitled to any security or benefit hereunder unless and until executed and authenticated in the manner prescribed by Section 204 of this Indenture, and such execution and authentication of any Certificate shall be conclusive evidence that such Certificate has been properly issued and delivered hereunder.

SECTION 206 Form of Certificates. The Certificates shall be substantially in the form set forth in Exhibit A hereto, with such appropriate variations, omissions, and insertions as may be required by the circumstances, or as may be permitted or required hereby.

SECTION 207 Delivery of the Certificates. Upon the execution and delivery of this Indenture, the Trustee shall execute and deliver the Certificates in the aggregate principal amount of \$9,500,000 to the Underwriter, as hereinafter in this Section 207 provided.

(a) Prior to the delivery by the Trustee of any of the Certificates, there shall be filed with the Trustee an originally executed counterpart of the Lease, a certified copy of the resolution adopted by the Council approving the Lease and an originally executed counterpart of this Indenture.

(b) Thereupon, the Trustee shall deliver the Certificates to The Depository Trust Company, upon payment to the Trustee of a sum equal to 99.25% of the aggregate principal amount of the Certificates, plus original issue premium of \$287,399 less issuance expenses and insurance premium, (\$1,170,356.50), plus accrued interest on the Certificates to the date of delivery of \$106,356.40. Such sum shall be deposited or otherwise disposed of in accordance with Article III hereof, concurrently with the delivery of the Certificates.

SECTION 208 Book-Entry Only

(a) Notwithstanding any contrary provisions of this Indenture, the Certificates shall be initially executed and delivered in the form of a separate, single, authenticated, fully registered certificate (which may be typewritten) for each maturity of the Certificates. Upon initial execution, authentication, and delivery, the ownership of the Certificates shall be registered in the Certificate Register in the name of Cede & Co., as nominee of DTC, the Certificate Depository for the Certificates. The Trustee, the Lessor, and the Lessees may treat DTC (or its nominee) as the sole, exclusive, and absolute Owner of the Certificates registered in its name for all purposes, whether or not such Certificate shall be overdue (including, without limitation, receiving payment of the principal, premium, if any, and interest on the Certificates, selecting Certificates or portions thereof to be redeemed, giving any notice required or permitted to be given to Owners hereunder, registering the transfer of Certificates, obtaining any consent from the Owners, and providing for any other action to be taken by the Owners hereunder), and none of the Trustee, the Lessor, or the Lessees shall be affected by any knowledge or notice to the contrary. So long as the Certificates are registered in the name of a Certificate Depository, including DTC, or its nominee, including Cede & Co., payment of the principal of, premium, if any, and interest on such Certificates shall be made only to the Certificate Depository or its nominee as such Owner, which payments shall be valid and effectual to satisfy and discharge the liability on such Certificate to the extent of the sum or sums so paid. None of the Lessor, the Trustee, or the Lessees shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in a Certificate under or through DTC or any Participant, or any other person which is not shown in the Certificate Register as being an Owner, with respect to: the accuracy of any records maintained by DTC or any Participant; the payment by DTC or any Participant of any amount in respect of the principal of, premium, if any, or interest on the Certificates; any notice which is permitted or required to be given to Owners hereunder; the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Certificates; or any consent given or other action taken by DTC (or its nominee) as the Owner of the Certificates. Except under the conditions specified in paragraph (i) of this subsection (b), no person other than DTC shall receive authenticated Certificates. Upon

delivery by DTC to the Trustee of written notice to such effect, DTC may substitute a new nominee in place of Cede & Co., or any successor nominee and subject to the provisions herein with respect to Record Dates, the term "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

(i) In the event (A) DTC, or any successor as Certificate Depository for the Certificates, determines not to continue to act as Certificate Depository for the Certificates, or (B) the Lessor and the Lessees determine that the incumbent Certificate Depository for the Certificates shall no longer so act, and delivers a written certificate of the Lessor and Lessees' Representative to such incumbent Certificate Depository and the Trustee to that effect, then the Lessor and Lessees shall discontinue the book entry system with the incumbent Certificate Depository for the Certificates. If the Lessor and the Lessees determine to replace the incumbent Certificate Depository for the Certificates with another Certificate Depository, the Lessor and the Lessees shall prepare or direct the preparation of replacement Certificates for the Certificates registered in the name of the incumbent Certificate Depository, or its nominee, to be registered in the name of such successor Certificate Depository, or its nominee, or make such other arrangements acceptable to the Lessor, Lessees, the Trustee and the successor Certificate Depository for the Certificates as are not inconsistent with the terms of this Indenture. If the Lessor and the Lessees fail to identify a successor Certificate Depository for the Certificates to replace the incumbent Certificate Depository, then the Certificates shall no longer be restricted to being registered in the Certificate Register in the name of the incumbent Certificate Depository or its nominee, but shall be registered in whatever name or names the incumbent Certificate Depository for the Certificates, or its nominee, shall designate. In such event the Lessees shall, at its expense, prepare, execute, and deliver a sufficient quantity of Certificates to the Trustee for authentication and delivery to carry out the transfers and exchanges provided in this Section.

(ii) Notwithstanding any other provision of this Indenture to the contrary, so long as any Certificate is registered in the name of DTC, or its nominee, all payments with respect to principal of, premium, if any and interest on, such Certificate, and all notices with respect to such Certificate, shall be made and given, respectively, as provided in the Representation Letter.

(iii) In connection with any notice or other communication to be provided to Owners pursuant to this Indenture by the Lessor, the Lessees or the Trustee with respect to any consent or other action to be taken by Owners, the Lessor, the Lessees, or the Trustee, as the case may be, shall establish a record date for such consent or other action and give the incumbent Certificate Depository, if any, notice of such record date not less than 15 calendar days in advance of such record date to the extent practicable.

SECTION 209 Mutilated, Lost, Stolen, or Destroyed Certificates. In the event that any Certificate is mutilated, lost, stolen, or destroyed, a new Certificate may be executed on behalf of the Trustee, of like date, maturity, and denomination as that mutilated, lost, stolen, or destroyed; provided that the Trustee shall have received such evidence, information, or indemnity from the owner of the Certificate as it and the Lessees may reasonably require, and provided further in case of any mutilated Certificate, that such mutilated Certificate shall first be surrendered to the Trustee. In the event that any such Certificate shall have matured, instead of issuing a duplicate Certificate, the Trustee may pay the same without surrender thereof. The Trustee may charge the owner of the

Certificate for its reasonable fees and expenses in connection with the issuance of any new Certificates pursuant to this Section 209.

SECTION 210 Registration of Certificates; Persons Treated as Owners; Transfer and Exchange of Certificates. Records for the registration and transfer of Certificates shall be kept by the Trustee which is hereby appointed the Trustee. The principal of, premium, if any, and interest on any Certificate shall be payable only to or upon the order of the registered owner or his legal representative. Upon surrender for transfer of any Certificate at the principal corporate trust office of the Trustee, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Trustee shall enter such transfer on the registration records and shall execute and deliver in the name of the transferee or transferees a new fully registered Certificate or Certificates of a like aggregate principal amount and of the same maturity, bearing a number or numbers not previously assigned.

Fully registered Certificates may be exchanged at the principal corporate trust office of the Trustee for an equal aggregate principal amount of fully registered Certificates of the same maturity of other authorized denominations. The Trustee shall execute and deliver Certificates which the Participant making the exchange is entitled to receive, bearing numbers not previously assigned. The Trustee shall require the payment, by the owner of any Certificate requesting exchange or transfer, of its reasonable fees and of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

The Trustee shall not be required to transfer or exchange (i) all or any portion of any Certificate during the period beginning at the opening of business fifteen (15) days before the day of the mailing by the Trustee of notice calling any Certificates for prior redemption and ending at the close of business on the day of such mailing, or (ii) all or any portion of a Certificate after the mailing of notice calling such Certificate or any portion thereof for prior redemption.

The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on any Certificate shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge such Certificate to the extent of the sum or sums paid.

SECTION 211 Cancellation of Certificates. Whenever any Outstanding Certificates shall be delivered to the Trustee for cancellation pursuant to this Indenture, upon payment thereof or for or after replacement pursuant to Sections 209 or 210 of this Indenture, such Certificates shall be promptly canceled and burned or otherwise destroyed by the Trustee, and counterparts of a certificate of destruction evidencing such burning or other destruction shall be furnished by the Trustee to the Lessees.

SECTION 212 Issuance of Additional Certificates. So long as the Lease Term shall remain in effect and no Event of Nonappropriation, Event of Default, or event described in Section 9.3(b) of the Lease shall have occurred, and with the consent of the Insurer, one or more issues of

Additional Certificates may be issued upon the terms and conditions provided herein. Additional Certificates shall mature on December 1 and interest thereon shall be payable on June 1 and December 1; otherwise the times and amounts of payment of Additional Certificates shall be as provided in the supplemental Indenture and amendment to the Lease entered into in connection therewith. Additional Certificates may be issued to provide funds to pay any one or more of the following: (i) the costs of other acquisition, and equipping of the Property (and costs reasonably related thereto); (ii) the costs of making at any time or from time to time such substitutions, additions, modifications, and improvements in, on, or to the Property as the Lessees may deem necessary or desirable; and (iii) the costs of the issuance and sale of the Additional Certificates, including amounts to be deposited to the Reserve Fund, capitalized interest for such period, and other costs reasonably related to the financing, all as shall be agreed upon by the Lessees and the Trustee.

Additional Certificates may be issued for other acquisition of the Sites or other similar sites, and constructing and equipping of the Property, and to pay costs reasonably related thereto, without the consent of or notice to the Participants. The prior approval of the owners of two-thirds in aggregate principal amount of the Certificates then Outstanding shall be required, pursuant to Section 902 hereof, for the issuance of Additional Certificates for other purposes.

Additional Certificates may be issued only upon there being furnished to the Trustee:

(a) originally executed counterparts of a supplemental Indenture and an amendment to the Lease adopted in accordance with the requirements of Article IX hereof, including any applicable requirements regarding approval of the Participants, expressly providing that, for all the purposes hereof, the Property shall include any property, buildings, or equipment being financed by the Additional Certificates, and that the Certificates shall mean and include the Additional Certificates being issued as well as any Certificates and Additional Certificates theretofore issued, except that the date or dates of the Additional Certificates, the rate or rates of interest on the Additional Certificates, and provisions for the redemption thereof, if any, all shall be as provided in the supplemental Indenture and amendment to the Lease rather than as provided in this Indenture; and further providing for an increase in the Base Rentals and Purchase Option Price required or authorized to be paid to the Trustee under the Lease and under Exhibits C and D to the Lease to reflect the increase in the Outstanding principal amount of the Certificates. The Base Rentals, as recalculated, shall be payable on May 15 and November 15 of each year, with the May 15 payment being sufficient to pay the June 1 interest payment on the Certificates then Outstanding, any Additional Certificates theretofore issued and then Outstanding, and the Additional Certificates then being issued; and the November 15 payment being sufficient to pay the December 1 payment of principal of and interest on the Certificates then Outstanding, any Additional Certificates theretofore issued and then Outstanding, and the Additional Certificates then being issued (all subject to the provisions of Section 6.2 and the footnote to Exhibit C to the Lease as to credits against Base Rentals). The Purchase Option Price, as recalculated, shall be an amount sufficient to redeem all of the Certificates then Outstanding, any Additional Certificates theretofore issued and then Outstanding, and the Additional Certificates then being issued, on the next occurring redemption date, with adjustments as provided in the footnote to Exhibit C to the Lease.

(b) A written opinion of nationally recognized municipal bond counsel mutually acceptable to the Lessees and the Trustee, to the effect that the issuance of the Additional Certificates and the execution thereof have been duly authorized, that all conditions precedent to the delivery thereof have been fulfilled, that for purposes of federal income taxation the interest payable on the Additional Certificates being issued will not be included in the gross income of the recipients thereof pursuant to the Code and applicable regulations, rulings, and decisions, that the exemption from federal income taxation of the interest on the Certificates and Additional Certificates theretofore issued will not be affected by the issuance of the Additional Certificates being issued, and that the issuance, sale, and delivery of the Additional Certificates will not constitute a default under the Lease, or this Indenture, nor cause any violation of the covenants or representations therein or herein.

(c) Evidence that the amount of the title insurance policy has been increased, if necessary, to reflect the amount of the Certificates and Additional Certificates theretofore issued plus the Additional Certificates (or such lesser amount as shall be the maximum insurable value of the Property).

(d) Proceeds of such Additional Certificates or other legally available moneys for deposit into the Reserve Fund, in an amount sufficient to raise the amount on deposit in the Reserve Fund to the then applicable Reserve Fund Requirement.

(e) A written order to the Trustee by the Lessor to deliver the Additional Certificates to the purchaser or purchasers therein identified upon payment to the Trustee of a specified sum plus accrued interest.

Each of the Additional Certificates issued pursuant to this Section 212 shall evidence assignment of a proportionate interest in rights to receive Revenues under the Lease, as amended, proportionately and ratably secured with the Certificates originally issued and all other issues of Additional Certificates, if any, issued pursuant to this Section 212, without preference, priority, or distinction of any Certificates or Additional Certificates over any other.

SECTION 213 Negotiability. Subject to the registration provisions hereof, the Certificates shall be fully negotiable and shall have all the qualities of negotiable paper, and the owner or owners thereof shall possess all rights enjoyed by the holders or owners of negotiable instruments under the provisions of the Uniform Commercial Code-Investment Securities. The principal of and interest on the Certificates shall be paid, and the Certificates shall be transferable, free from and without regard to any equities, set-offs, or cross-claims between or among the Lessees, the Lessor, the Trustee, and the original or any intermediate owner of any Certificates.

ARTICLE III

REVENUES AND FUNDS

SECTION 301 Source of Payment of Certificates. All payments by the Lessees under the Lease shall be currently budgeted expenditures within and for the Lessees' then current Fiscal year, all as provided in Sections 4.1, 4.2, 6.1, 6.2 and 6.6 of the Lease. The Lessees' obligation to make payments under the Lease are from year to year only and do not constitute a mandatory charge or requirement in any ensuing Fiscal Year beyond the then current Fiscal Year. The Certificates herein authorized evidence assignments of proportionate interests in rights to receive Revenues under the Lease. The Certificates shall be payable solely from Revenues received by the Trustee and do not constitute a general obligations or other indebtedness of the Lessees within the meaning of any constitutional or statutory debt limitation. Revenues, when, as, and if received by the Trustee, shall be held hereunder for payment of the principal of, premium, if any, and interest on the Certificates as provided in this Indenture.

SECTION 302 Creation of the Certificate Fund. A special fund is hereby created and established with the Trustee, to be designated "The Broomfield-Westminster Open Space Foundation, Inc. Open Space Lease Purchase Agreement, Certificate of Participation Fund" (the "Certificate Fund"), which shall be used to pay the principal of, premium, if any, and interest on the Certificates. Within the Certificate Fund there are hereby created and ordered established an Interest Account and a Principal Account which shall be used as set forth in Section 305 of this Indenture.

SECTION 303 Payments into the Interest Account of the Certificate Fund. There shall be deposited into the Interest Account of the Certificate Fund (i) that portion of each payment of Base Rentals made by the Lessees which is designated and paid as interest under Exhibit C to the Lease, as it may be amended; (ii) any portion of the Reserve Fund to be deposited into the Interest Account of the Certificate Fund, as provided in Section 308 hereof; and (iii) all other moneys received by the Trustee under this Indenture accompanied by directions from the Lessees that such moneys are to be deposited into the Interest Account of the Certificate Fund.

SECTION 304 Payments into the Principal Account of the Certificate Fund. There shall be deposited into the Principal Account of the Certificate Fund (i) that portion of each payment of Base Rentals made by the Lessees which is designated and paid as principal or as a mandatory sinking fund payment under Exhibit C to the Lease, as it may be amended; (ii) any portion of the Reserve Fund to be deposited into the Principal Account of the Certificate Fund, as provided in Section 308 hereof; and (iii) all other moneys received by the Trustee under this Indenture accompanied by directions from the Lessor that such Moneys are to be deposited into the Principal Account of the Certificate Fund.

SECTION 305 Use of Moneys in the Certificate Fund. Moneys in the Interest Account of the Certificate Fund shall be used solely for the payment of the interest on the Certificates. Moneys in the Principal Account of the Certificate Fund shall be used solely for the payment of the principal of and premium on the Certificates. In the event the Certificates are to be redeemed in whole

pursuant to Sections 401 and 403 of this Indenture, any moneys remaining in the Certificate Fund shall be applied to such redemption along with other moneys held by the Trustee for such purpose.

SECTION 306 Custody of the Certificate Fund. The Certificate Fund shall be in the custody of the Trustee. The Trustee shall withdraw sufficient funds from the Certificate Fund to pay the principal of, premium, if any, and interest on the Certificates as the same become due and payable, which responsibility, to the extent of the moneys therein, the Trustee hereby accepts.

SECTION 307 Creation of the Reserve Fund. A special fund is hereby created and established with the Trustee to be designated "The Broomfield-Westminster Open Space Foundation, Inc. Open Space Lease Purchase Agreement, Reserve Fund" (the "Reserve Fund"), which shall be expended in accordance with Section 308 hereof. Concurrently with delivery of the Certificates to the Underwriter, there shall be deposited into the Reserve Fund the amount of \$_____ from the proceeds of the Certificates. The Reserve Fund shall be maintained in such amount which does not exceed the least of (1) ten percent of the stated principal amount of the Certificates; (b) maximum annual debt service on the Certificates; or (c) 125% of average annual debt service on the Certificates (the "Reserve Fund Requirement") and with respect to any Additional Certificates an amount which is the least of (a) ten percent of the stated principal amount of the Certificates and Additional Certificates; (b) maximum annual debt service on the Certificates and Additional Certificates; or (c) 125% of average annual debt service on the Certificates and Additional Certificates, as determined at the time of issuance of the Additional Certificates. Moneys paid by the Lessees pursuant to the last paragraph of Section 308 hereof shall be deposited to the Reserve Fund. The Trustee shall annually review the amount of funds on deposit in the Reserve Fund and advise the Lessor of any adjustments necessary to insure that the Reserve Fund is either met or is not exceeded. Any excess shall be applied under Section 308 at the direction of the Lessor.

SECTION 308 Use of Moneys in the Reserve Fund. Any moneys held in the Reserve Fund shall be invested and reinvested by the Trustee in accordance with Article V of this Indenture. Interest income derived from the investment of the Reserve Fund shall be retained in the Reserve Fund until the amount deposited thereto is equal to the Reserve Fund Requirement; otherwise, such interest income shall be deposited to the Interest Account or the Principal Account of the Certificate Fund, as may be directed by the Lessees.

Moneys held in the Reserve Fund shall be applied to any of the following purposes:

(a) to the payment of the principal of, premium, if any, and interest on the Certificates, as the same shall become due, to the extent of any deficiency in either the Interest Account or the Principal Account of the Certificate Fund for such purposes;

(b) to the payment of Additional Rentals in the event the Lessees shall fail to make payment thereof;

(c) at the option of the Trustee, subsequent to the occurrence of an Event of Nonappropriation, an Event of Default, or an event described in Section 9.3(b) of the Lease, to the

payment of any cost or expense necessary to preserve or protect the Property or the interest of the Trustee or the Participants therein, or necessary to make any repairs or modifications to the Property in preparation for sale or other disposition thereof, as the Trustee may deem to be in the best interests of the Participants;

(d) except to the extent applied pursuant to (c) above, upon the termination of the Lease Term by reason of the occurrence of an Event of Nonappropriation, an Event of Default, or an event described in Section 10.3(b) of the Lease, proportionately to the redemption or payment of the Certificates then Outstanding and the payment of interest thereon;

(e) in the event that the Lessees shall exercise its option to purchase the Property and the Equipment and terminate the Lease upon payment of the Purchase Option Price, to the Lessees, or, at the option of the Lessees, as a reduction of such Purchase Option Price; or

(f) at the option of the Lessees, for the payment of Base Rentals payable by the Lessees under the Lease on and after November 15, 2025.

To the extent that Reserve Fund moneys are applied pursuant to paragraph (a) or (b) of this Section 308, the Lessees has agreed in Section 6.2 of the Lease to pay to the Trustee for deposit in the Reserve Fund, as Additional Rentals, such amounts as are required to restore the amount on deposit in the Reserve Fund to the Reserve Fund Requirement, within six (6) months following such withdrawal of moneys from the Reserve Fund, unless the Lease has theretofore been terminated by the Lessees.

SECTION 309 Credit Facility. The Lessees shall be permitted to provide a debt service reserve fund insurance policy in satisfaction and in the amount of the Reserve Fund Requirement. The Lessees shall also be permitted to substitute a letter of credit, surety bond or other credit enhancement (each a "Credit Facility") for funds on deposit in the Reserve Fund, provided that:

(a) the Credit Facility (including any replacement Credit Facility) is issued by a bank, trust company, national banking association or insurance company whose unsecured long term debt obligations (in the case of a bank, trust company or national banking association) or whose claims paying abilities (in the case of an insurance company) are rated by a Rating Service, at the time the Credit Facility is issued and at the time of each extension or renewal thereof, in a rating category at least equal to the rating category assigned by such rating service to the Certificates at the closing date, determined without regard to credit enhancement, if applicable, but in no event lower than an "investment grade" rating category, or the rating service otherwise provides evidence to the Trustee that the Credit Facility shall not result in a decrease or withdrawal of the rating on the Certificates.

(b) the issuer of the Credit Facility does not receive as security for any reimbursement obligation in respect of the Credit Facility any lien, security interest or other similar right or interest in any property within the Trust Estate which is superior to the rights of the Trustee in respect of such property;

(c) the Credit Facility (including any replacement Credit Facility, if provided by a different issuer) has an initial term of not less than three (3) years and any extension, renewal or replacement (if provided by the same issuer) thereof has a term of not less than one year;

(d) the Trustee is authorized and has the duty and right to draw on the Credit Facility to satisfy the purposes for which the Reserve Fund was established; and

(e) the Trustee shall receive an opinion of counsel to the effect that all of the requirements set forth above have been satisfied and an opinion of Bond Counsel to the effect that the substitution of the Credit Facility will not, in and of itself, adversely affect the tax exempt status of the Certificates.

SECTION 310 Creation of the Extraordinary Revenue Fund. There is hereby created and established with the Trustee "The Broomfield-Westminster Open Space Foundation, Inc. Open Space Lease Purchase Agreement, Extraordinary Revenue Fund" (the "Extraordinary Revenue Fund") into which shall be deposited all Extraordinary Revenues. Moneys on deposit in the Extraordinary Revenue Fund shall be disbursed as provided in Sections 403 and 404 of this Indenture. Pending such application, the Trustee shall invest such Extraordinary Revenues (upon the advice of nationally recognized bond counsel selected by the Trustee, the fees of which counsel may be paid from such Extraordinary Revenues), in such a manner that the exemption from federal income taxation of interest paid on the Certificates is preserved. In the event of exercise by the Lessees of its purchase option under circumstances such that the Certificates are not subject to immediate redemption, as provided in paragraph (a) of Section 403 hereof, the Extraordinary Revenue Fund may be maintained as an escrow for the payment of the Certificates to effect a discharge of this Indenture pursuant to Article VI hereof.

SECTION 311 Creation of the Acquisition Fund. A special fund is hereby created and established with the Trustee, to be designated "The Broomfield-Westminster Open Space Foundation, Inc. Open Space Lease Purchase Agreement, Acquisition Fund" (the "Acquisition Fund"). The net proceeds of the Certificates after funding the Reserve Fund and Costs of Issuance Account shall be deposited in the Acquisition Fund.

SECTION 312 Use of Moneys in the Acquisition Fund. Any moneys in the Acquisition Fund shall be used to pay the Costs of Acquisition. Moneys shall be paid upon presentation to the Trustee of a draw request. Such disbursements shall be made upon receipt by the Trustee of a draw request signed by the Lessees and Lessor stating that with respect to each payment to be made: (a) the requisition number, (b) the amount to be paid or reimbursed, (c) that each obligation mentioned therein has been or will be properly incurred, is or will be a proper charge against the Acquisition Fund, and has not been the basis of any previous withdrawal, (d) that the disbursement requested will be used for Costs of Acquisition and (e) that no Event of Default has occurred and is continuing. Draw requests for Costs of Acquisition for the Property shall also include title insurance commitments. Upon acquisition of the Property, the Lessees and Lessor shall provide to the Trustee a certificate of acquisition stating that all Costs of Acquisition incurred or to be incurred in connection with the Property have been paid. The Trustee shall, upon the receipt of such certificate, transfer any funds remaining in the Acquisition Fund to the Certificate Fund.

SECTION 313 Creation of the Costs of Issuance Account. There is hereby created and established with the Trustee, "The Broomfield-Westminster Open Space Foundation, Inc. Open Space Lease Purchase Agreement, Costs of Issuance Account" (the "Costs of Issuance Account") which shall be expended in accordance with Section 314 hereof. There shall be deposited in the Costs of Issuance Account the amount of \$_____ from the proceeds of the Certificates.

SECTION 314 Use of Moneys in the Cost of Issuance Account. Money in the Costs of Issuance Account shall be used to pay the costs of issuance of the Certificates upon presentation of invoices.

SECTION 315 Creation of the Rebate Fund. A special fund is hereby created and established with the Trustee, to be designated "The Broomfield-Westminster Open Space Foundation, Inc. Open Space Lease Purchase Agreement, Rebate Fund" (the "Rebate Fund") into which there shall be deposited excess earnings as provided in Section 148(f) of the Code.

SECTION 316 Use of Moneys in the Rebate Fund. Moneys in the Rebate Fund shall be used to make rebate payments to the United States of America. Not later than thirty (30) days after the end of the fifth year from the date of issue and every five (5) years thereafter, the Trustee, at the direction of the Lessor and the Lessees, shall pay to the United States of America ninety percent (90%) of the amount required to be on deposit in the Rebate Fund as of such payment date. No later than sixty (60) days after the final retirement of all of the Certificates, the Trustee, at the direction of the Lessor and the Lessees, shall pay to the United States of America one hundred percent (100%) of the amount required to be in the Rebate Fund. Each payment shall be accompanied by Form 8038-T and a statement summarizing the determination of the amount to be paid to the United States of America.

SECTION 317 Nonpresentment of Certificates. In the event any Certificate shall not be presented for payment when due, if funds sufficient to pay such Certificate shall have been made available to the Trustee for the benefit of the owner thereof, it shall be the duty of the Trustee to hold such funds without liability for interest thereon, for the benefit of the owner of such Certificate, who shall be restricted exclusively to such funds for any claim of whatever nature on his part under the Lease or this Indenture or on or with respect to such Certificate.

SECTION 318 Moneys to be Held in Trust. The ownership of the Certificate Fund, the Reserve Fund, the Extraordinary Revenue Fund, the Acquisition Fund, the Cost of Issuance Fund, and any other fund or account created hereunder shall be held by the Trustee, for the benefit of the Participants as specified in the Indenture.

SECTION 319 Repayment to the Lessees from the Trustee. After payment in full of the Certificates, the interest thereon, any premium thereon, the fees, charges, and expenses of the Trustee, and all other amounts required to be paid hereunder, any amounts remaining in the Certificate Fund, the Reserve Fund, the Extraordinary Revenue Fund, or otherwise held by the Trustee pursuant hereto shall be paid to the Lessees upon the expiration or sooner termination of the Lease Term as a return of an overpayment of Base Rentals.

ARTICLE IV

REDEMPTION OF CERTIFICATES

SECTION 401 Optional Redemption. The Certificates maturing on and after December 1, 20__, are subject to redemption prior to maturity at the option of the Lessees, in whole or in part, in integral multiples (giving proportionate weight to Certificates in denominations larger than \$5,000), in such manner as the Trustee may determine, on December 1, 20__, or on any interest payment date thereafter, for a redemption price equal to the principal amount of each Certificate or portion thereof so redeemed, plus accrued interest to the redemption date.

Whenever the Certificates are redeemed in part, the schedules of Base Rentals and Purchase Option Price set forth in Exhibits C and D to the Lease shall be recalculated by the Trustee to reflect the reduction in the Outstanding principal amount of the Certificates by reason of such redemption. The Base Rentals, as recalculated, shall be payable on May 15 and November 15 each year, with the May 15 payment being sufficient to pay the June 1 interest payment on the Certificates then Outstanding, and the November 15 payment being sufficient to pay the December 1 payment of principal and interest on the Certificates then Outstanding (all subject to the provisions of Section 6.2 of the Lease and to Exhibit C to the Lease as to credits against Base Rentals).

Upon surrender and cancellation of any Certificate for redemption of only a portion thereof, a new Certificate or Certificates of the same maturity and of authorized denominations in an aggregate principal amount equal to the unredeemed portion thereof shall be executed on behalf of and delivered by the Trustee. The expenses of such execution, delivery, and exchange shall be paid by the Lessees as Additional Rentals.

SECTION 402 Mandatory Sinking Fund Redemption. As for a sinking fund for the redemption of the Certificates maturing on December 1, 20__ and their payment at maturity, there shall be deposited in the Principal Account of the Certificate Fund, established in Section 304 of this Indenture on or before December 1, 20__, and on or before each December 1 thereafter, to and including December 1, 20__, a sum which, together with other moneys available therefor in the principal account of the Certificate Fund, is sufficient to redeem (after credit as provided below) the following principal amounts of the Certificates at a price (expressed as a percentage of principal amount) of 100 percent, plus accrued interest to the date of redemption, and to pay the remainder of the Certificates at their maturity:

December 1 of the Year

Principal Amount

(maturity)

On or before the 30th day prior to each such sinking fund payment date, the Trustee shall proceed to select the Certificates for redemption from such sinking fund on the next December 1, and on the 30th day prior to each sinking fund payment date, give notice of such call. At its option,

to be exercised on or before the 45th day next preceding any such sinking fund redemption date, the Lessees may (a) deliver to the Trustee for cancellation Certificates which are subject to sinking fund redemption in any aggregate principal amount desired, and (b) receive a credit in respect of its sinking fund redemption obligation for any Certificates which are subject to sinking fund redemption which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and canceled by the Trustee and not theretofore applied as a credit against any sinking fund redemption obligation. Each Certificate so delivered or previously redeemed shall be credited by the Trustee at the principal amount thereof on the obligation of the Lessees on such sinking fund redemption date, and to the extent of any excess to the next annual sinking fund redemption date or dates, and the principal amount of Certificates to be redeemed by operation of such sinking fund on such date or dates shall be accordingly reduced.

SECTION 403 Extraordinary Mandatory Redemption. The Certificates are subject to mandatory redemption prior to their respective maturities as set forth below:

(a) The Certificates shall be called for redemption, in whole or in part, in the event that the Lessees shall purchase the Project, as provided in Article XII of the Lease, upon payment of the then applicable Purchase Option Price (principal, accrued interest to the redemption date and redemption expenses) for the Property for deposit in the Extraordinary Revenue Fund; provided however, that if the Purchase Option Price is paid in whole or in part from borrowed moneys or moneys derived from any installment purchase or lease purchase financing, only those Certificates subject to Optional Redemption, shall be called for redemption prior to maturity as a consequence of such purchase.

(b) The Certificates shall be called for redemption in whole, subject to availability of funds, in the event that (i) the Property or any portion thereof is damaged or destroyed, in whole or in part, or taken in a condemnation proceeding, or title to or the use of all or any portion of the Property shall be lost by reason of a defect in title thereto; (ii) the Net Proceeds of any insurance policy, or condemnation award, made available by reason of one or more of such occurrences, shall be insufficient to pay in full the cost of repairing or replacing the Property; and (iii) the Lessees elects pursuant to Section 10.3(b) of the Lease, to discharge its obligation to repair or replace the Property by depositing such Net Proceeds into the Extraordinary Revenue Fund created under the Indenture. Upon the deposit of such Net Proceeds into the Extraordinary Revenue Fund, the Lessees' obligations under the Lease shall terminate and the Lessees shall have no further obligation for the payment of Base Rentals or Additional Rentals hereunder, and all right, title, and interest of the Lessees in any funds or accounts created under this Indenture shall be surrendered to the Trustee. If such Net Proceeds and moneys in such funds and accounts are insufficient to provide for the payment in full of all outstanding Certificates and interest thereon, the Property shall be foreclosed on and sold as provided in Sections 702 and 705 of this Indenture. The Net Proceeds of such foreclosure and sale and any other Net Proceeds so deposited in the Extraordinary Revenue Fund, as well as all other moneys available in any fund created under the Indenture, shall be proportionately applied to the redemption of the Certificates as provided in Section 404 of this Indenture.

(c) The Certificates shall be called for redemption in whole, subject to availability of funds, in the event that the Lease is terminated by reason of the occurrence of an Event of Nonappropriation or an Event of Default under the Lease as further provided in Section 404 hereof.

If called for redemption pursuant to (a) above, the Certificates shall be subject to redemption on the next December 1 for which notice of redemption can be given following payment of the Purchase Option Price (except that, if the Purchase Option Price is paid in whole or in part from borrowed money or moneys derived from any installment purchase or lease purchase financing, the Certificates shall not be subject to such redemption prior to the date for Optional Redemption). If called for redemption pursuant to (b) or (c) above, the Certificates shall be subject to redemption on such date as the Trustee may determine to be in the best interests of the Participants. If called for redemption pursuant to (a) above, the Certificates shall be redeemed in whole or in part for a redemption price equal to the principal amount thereof plus accrued interest to the redemption date; except that, if the Purchase Option Price is paid in whole or in part from borrowed moneys or moneys derived from any installment purchase or lease purchase financing, the redemption of Certificates maturing on and after December 1, 20__, pursuant to (a) above shall be for a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date. If called for redemption pursuant to (b) or (c) above, the Certificates shall be redeemed in whole for a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, subject to availability of funds therefor as provided in Section 404 of this Indenture.

SECTION 404 Redemption upon Termination of the Lease Term by Reason of Certain Events. The Certificates shall be called for redemption in whole, subject to availability of funds, as provided in Section 403(b) or (c) hereof in the event that the Lease Term shall be terminated by reason of the occurrence of an Event of Nonappropriation, an Event of Default, or an event described in Section 10.3(b) of the Lease. If the Certificates are to be redeemed by reason of any such event, the Participants shall have no right to payment from the Lessees, the Lessor, or the Trustee, in redemption of their Certificates or otherwise, except as expressly set forth in this Section 404.

Upon the termination of the Lease by reason of the occurrence of an Event of Nonappropriation, an Event of Default, or an event described in Section 10.3 (b) of the Lease (if Net Proceeds otherwise received and other moneys available under the Indenture are insufficient to provide for the payment in full of all Outstanding Certificates and interest thereon), the Trustee shall commence proceedings for the foreclosure and sale of the Property as provided in Sections 702 and 705 of this Indenture. The Certificates then Outstanding shall be redeemed by the Trustee from the Net Proceeds of such foreclosure and sale of the Property and all other available moneys, if any, then on hand and being held by the Trustee for the Participants. In the event that such Net Proceeds of foreclosure and sale and other moneys shall be insufficient to redeem the Certificates at 100% of the principal amount thereof plus accrued interest to the redemption date, then such Net Proceeds of foreclosure and sale and other moneys shall be allocated proportionately among the Certificates, according to the principal amount thereof Outstanding. In the event that such Net Proceeds of foreclosure and sale and other moneys are in excess of the amount required to redeem the Certificates then Outstanding at 100% of the principal amount thereof plus accrued interest to the redemption date, then such excess moneys shall be paid to the Lessees. Prior to any distribution of

the Net Proceeds of such foreclosure and sale in redemption of the Certificates pursuant to this Section 404, the Trustee shall be entitled to payment of its reasonable and customary fees for all services rendered in connection with such foreclosure and sale, as well as reimbursement for all reasonable costs and expenses incurred thereby, from proceeds of such foreclosure and sale. If the Certificates are to be redeemed for an amount less than the aggregate principal amount thereof plus accrued interest to the redemption date, such partial payment shall be deemed to constitute a redemption in full of the Certificates, and upon such partial payment no Participant shall have any further claim for payment against the Lessees, the Lessor, or the Trustee.

SECTION 405 Notice of Redemption. Notice of every redemption of the Certificates shall be given by the Trustee by sending a copy of such notice by registered, certified, or first-class, postage prepaid mail, not more than 60 days nor less than 30 days prior to the redemption date to the Underwriter, to each registered owner of any Certificate all or a portion of which is called for redemption at his or her address as it last appears on the registration books kept by the Trustee, to any registered securities depository to which the Underwriter has directed delivery of the Certificates. Failure to give such notice by mailing to the registered owner of any Certificate, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Certificates. All Certificates will cease to bear interest after the specified redemption date. Such notice shall identify the Certificates or the portions thereof to be redeemed (if less than all are to be redeemed) and the date fixed for redemption, and shall further state that on such redemption date the principal amount thereof and the designated premium thereon, if any, will become due and payable at the Trustee, and that from and after such date, interest will cease to accrue. Accrued interest to the redemption date will be paid by check mailed to the registered owner (or by alternative means if so agreed to by the Trustee and the registered owner). Notice having been given in the manner provided, the Certificate or the Certificates, so called for redemption shall become due and payable on the redemption date so designated; and upon presentation thereof at the Trustee, the Trustee will pay the Certificate or the Certificates so called for redemption.

SECTION 406 Redemption Payments. Prior to the date fixed for redemption, funds sufficient to pay the Certificates or the portions of the Certificates so called for redemption, together with the premium, if any, and the accrued interest to the redemption date, are to be deposited with the Trustee. After the date fixed for such redemption, the giving of notice and the deposit of funds for redemption shall cause the discontinuation of accrual of interest on the Certificates so called for redemption.

SECTION 407 Cancellation. All Certificates which have been redeemed shall not be reissued but shall be canceled and cremated or otherwise destroyed by the Trustee in accordance with Section 211 hereof.

ARTICLE V

INVESTMENTS

SECTION 501 Investment of Moneys. All moneys held as part of the Certificate Fund, the Reserve Fund, the Extraordinary Revenue Fund, the Acquisition Fund, the Costs of Issuance Account or any other fund or account created hereunder shall be deposited or invested and reinvested by the Trustee, at the direction of the Lessor, in deposits or investments which are at the time legal deposits or investments for the Lessees ("Permitted Investments"); provided however, that the Trustee shall make no deposit or investments of any fund or account created hereunder which shall interfere with or prevent withdrawals for payment of the Certificates at or before maturity or interest thereon as required hereunder. Any and all such deposits or investments through its own bond department or the bond department of any bank or trust company under common control with the Trustee. Income from deposits or investments of moneys in the Reserve Fund shall be deposited in the Certificate Fund to the extent provided in Section 308 of this Indenture. Income from deposits or investments of moneys in the Acquisition Fund shall be deposited in the Certificate Fund, unless the Lessor directs that the income remain in the Acquisition Fund. Deposits or investments of any other funds shall at all times be a part of the fund or account from which the moneys used to acquire such deposits or investments shall have come, and all income and profits on such deposits or investments shall be credited to, and losses thereon shall be charged against, such fund or account. The Trustee shall sell and reduce to cash a sufficient amount of such deposits or investments whenever the cash balance in the Certificate Fund is insufficient to pay the principal of or interest on the Certificates when due, or whenever the cash balance in any fund or account created hereunder is insufficient to satisfy the purposes of such fund or account. Money credited to any fund maintained hereunder which is uninvested pending disbursement or receipt of proper investment directions may be invested by the Trustee in the Trustee's automated cash investment system which satisfies the requirement of paragraph 5 of the definition of Permitted Investments in Exhibit C hereto, and in connection therewith the Trustee may charge its normal cash management fee, which may be deducted from income earned on such investment. The Trustee shall not be required to verify that a Permitted Investment is authorized by law for investment of moneys by the Lessees. The Trustee may conclusively presume that it is so authorized, unless notified to the contrary by an opinion of Bond Counsel.

ARTICLE VI

DISCHARGE OF INDENTURE

SECTION 601 Discharge of Indenture. If, when the Certificates secured hereby shall be come due and payable in accordance with their terms or otherwise as provided in this Indenture, the whole amount of the principal of, premium, if any, and interest due and payable upon all of the Certificates shall be paid (or, in the case of redemption of the Certificates pursuant to Section 403(b) or (c) of this Indenture, if full or partial payment of the Certificates and interest thereon is made as provided in Section 404 of this Indenture), or provision shall have been made for the payment of the same, together with all other sums payable hereunder, then the right, title, and interest of the Trustee in and to the Trust Estate and all covenants, agreements, and other obligations of the Lessor to the Trustee and the Participants shall thereupon cease, terminate, become void, and be discharged and satisfied. In such event, the Trustee and the Lessor shall transfer and convey to the Lessees all property assigned, pledged, or mortgaged to the Trustee by the Lessor then held by the Lessor or by the Trustee pursuant to this Indenture, and the Lessor and the Trustee shall execute such documents as may be reasonably required by the Lessees and shall turn over to the Lessees any surplus in any fund created under this Indenture.

All Certificates shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in this Section 601 if (i) in case said Certificates are to be redeemed on any date prior to their maturity, the Lessees shall have given to the Trustee in form satisfactory to the Trustee irrevocable instructions to give notice of redemption of such Certificates on said redemption date, such notice to be given on a date and otherwise in accordance with the provisions of Section 405 hereof, (ii) there shall have been deposited with the Trustee 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 Trustee at the same time, shall be sufficient to pay when due the principal of, premium, if any, and interest due and to become due on said Certificates on and prior to the redemption date or maturity date thereof, as the case may be, and (iii) in the event said Certificates are not by their terms subject to redemption within the next sixty (60) days, the Lessees shall have given the Trustee 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 405 hereof, a notice to the owners of such Certificates that the deposit required by (ii) above has been made with the Trustee and that said Certificates are deemed to have been paid 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, premium, if any, and interest on said Certificates. Neither the Federal Securities nor moneys deposited with the Trustee pursuant to this Section 601 nor 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, premium, if any, and interest on said Certificates; provided any cash received from such principal or interest payments on such Federal Securities deposited with the Trustee, if not then needed for such purpose, shall, to the extent practicable, be reinvested in Federal Securities of the type described in clause (ii) of this paragraph maturing at the times and in amounts sufficient to pay when due the principal of,

premium, if any, and interest to become due on said Certificates on or prior to such redemption date or maturity date thereof, as the case may be. At such time as any Certificates shall be deemed paid as aforesaid such Certificates shall no longer be secured by or entitled to the benefits of this Indenture and the Lease, except for the purpose of exchange and transfer and any payment from such moneys or Federal Securities deposited with the Trustee.

The discharge of the Indenture pursuant to this Section shall be without prejudice to the rights of the Trustee to be paid reasonable compensation for all services rendered by it hereunder and all its reasonable expenses, charges, and other disbursements incurred with respect to the administration of the trust hereby created and the performance of its powers and duties hereunder.

[Notwithstanding anything herein to the contrary, in the event that the principal and/or interest due on the Certificates shall be paid by the Insurer pursuant to the Municipal Bond Insurance Policy, the Certificates shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid, and the assignment and pledge of the Trust Estate and all covenants, agreements and other obligations to the Participants shall continue to exist and shall run to the benefit of the Insurer, and the Insurer shall be surrogated to the rights of such Participants.]

ARTICLE VII

DEFAULTS AND REMEDIES

SECTION 701 Events of Default. If any of the following events occur it is hereby defined as and shall be deemed an "event of default" under this Indenture:

(a) Default in the payment of the principal of or premium, if any, on any Certificate when the same shall become due and payable, whether at the stated maturity thereof or upon proceedings for redemption.

(b) Default in the payment of any installment of interest on any Certificate when the same shall become due and payable.

(c) The occurrence of an Event of Nonappropriation as provided in Section 6.6 of the Lease; the occurrence of an "Event of Default" as provided in Section 14.1 of the Lease; or insufficiency of Net Proceeds deposited by the Lessees upon certain events of damage, destruction, or condemnation, pursuant to Section 10.3(b) of the Lease.

SECTION 702 Remedies on Default. Upon the occurrence of an event of default described in Section 701(c) of this Indenture, the Trustee shall terminate the Lease Term, shall become entitled to possession of the Property, and shall give notice to the Lessees to vacate the Property as provided in Sections 6.6, 10.3(b), and 14.2 of the Lease, as the case may be. The Trustee shall proceed to foreclose through the courts on the Property, and may exercise all the rights and remedies of a secured party under the Colorado Uniform Commercial Code with respect to the Equipment; and the Trustee may, or at the request of the owners of a majority in aggregate principal amount of the Certificates then Outstanding shall, without any further demand or notice, take one or any combination of the following additional remedial steps:

(a) In the event that the Trustee deems a delay in sale of the Property to be in the best interests of the Participants, the Trustee may temporarily lease and sublease the Property for the benefit of the Participants.

(b) The Trustee, on behalf of the Lessor, may recover from the Lessees:

(I) the portion of Base Rentals and Additional Rentals which would otherwise have been payable hereunder, during any period in which the Lessees continues to occupy the Property; and

(II) Base Rentals and Additional Rentals which would otherwise have been payable by the Lessees hereunder during the remainder, after the Lessees vacates the Property, of the Fiscal Year in which such event of default occurs; provided however, that if the Trustee does not proceed to foreclose and sell the Property reasonably promptly after such event of default, the Trustee shall be obligated to the Lessees to use its best efforts to lease or sublease the Property for the remainder of the Fiscal Year, as provided in paragraph (a) of this Section

702, and the Net Proceeds of such leasing shall be offset against the amount recoverable from the Lessees under this paragraph (II).

(c) The Trustee may take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Property.

Upon any event of default described in Section 701(a) or (b) of this Indenture, the Trustee may take whatever action at law or in equity may appear necessary or desirable to enforce the rights of the Participants.

No right or remedy is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute. However, notwithstanding any other provision of the Lease or this Indenture, any and all remedies against the Lessees under the Lease or this Indenture shall be limited as provided in Section 14.3 of the Lease.

If any event of default under this Indenture shall have occurred and if requested by the owners of a majority in aggregate principal amount of Certificates then Outstanding and if indemnified as provided in Section 801(m) hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Section as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Participants.

SECTION 703 Majority of Participants May Control Proceedings. Anything in this Indenture to the contrary notwithstanding, the owners of a majority in aggregate principal amount of the Certificates then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and provided further, that the Trustee shall have the right to decline to follow any such direction if the Trustee in good faith shall determine that the proceeding so directed would involve it in liability.

SECTION 704 Rights and Remedies of Participants. No Participant shall have any right to institute any suit, action, or proceeding in equity or at law for the enforcement of this Indenture, for the execution of any trust thereof, for the appointment of a receiver, or for any other remedy hereunder, unless an event of default has occurred of which the Trustee has been notified as provided in Section 801(h), and the owners of not less than a majority in aggregate principal amount of the Certificates then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity to proceed to exercise the powers hereinbefore granted and have offered to the Trustee indemnity as provided in Section 801(m), unless and until the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted or to institute such action, suit, or proceeding in its, his, or their own name or names. Such notification, request, and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for

the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder. It is expressly understood and intended that no one or more of the owners of the Certificates shall have any right in any manner whatsoever to affect, disturb, or prejudice this Indenture by its, his, or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had, and maintained in the manner herein provided and for the equal benefit of the owners of all Certificates then Outstanding. Nothing contained in this Indenture shall, however, affect or impair the right of any Participant to payment of the principal of and interest on any Certificate at and after the maturity thereof.

SECTION 705 Purchase of Property by Participants or Trustee or Lessees; Application of Certificates Toward Purchase Price. Upon the occurrence of an event of default under this Indenture, the lien on the Property created and vested in the Trustee hereunder may be foreclosed either by sale at public auction or by proceedings in equity. Upon any such sale, any Participant, the Trustee, or the Lessees may bid for and purchase the Property and, upon compliance with the terms of sale, may hold, retain, and possess and dispose of such property in his, her, or their own absolute right without further accountability; and any purchaser at any such sale may, if permitted by law, after allowing for the proportion of the total purchase price required to be paid in cash for the costs and expenses of the sale, compensation, and other charges, in paying purchase money, turn in Certificates then Outstanding in lieu of cash, to the amount which shall, upon distribution of the Net Proceeds of such sale, be payable thereon. If the Trustee shall acquire title to the Property as a result of any such foreclosure sale, or any proceeding or transaction in lieu of foreclosure, the Trustee shall thereafter sell the Property (except as provided in paragraph (a) of Section 702 of this Indenture); and may taken any further lawful action with respect to the Property which it, being advised by counsel, shall deem to be in the best interests of the Participants, including but not limited to, the enforcement of all rights and remedies set forth in the Lease, and this Indenture, and the taking of all other courses of action permitted therein or herein.

SECTION 706 Waiver of Appraisalment, Valuation, Stay, Execution, and Redemption Laws. The Lessor agrees, to the extent permitted by law, that in case of the occurrence of an event of default under this Indenture, neither the Lessor nor anyone claiming through or under it shall or will set up, claim, or seek to take advantage of any appraisalment, valuation, stay, extension, or redemption laws now or hereafter in force in order to prevent or hinder the enforcement or foreclosure of this Indenture, or the absolute sale of the Trust Estate, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers there at; and the Lessor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully do so, the benefit of all such laws, and any and all right to have the estates comprised in the security intended to be hereby created marshalled upon any foreclosure of the lien hereof and agrees that the Trustee or any court having jurisdiction to foreclose such lien may sell the Property as an entirety.

SECTION 707 Trustee May Enforce Rights Without Certificates. All rights of action and claims under this Indenture or any of the Certificates Outstanding hereunder may be enforced by the Trustee without the possession of any of the Certificates or the production thereof in any trial or proceedings relative thereto; and any suit or proceeding instituted by the Trustee shall be brought in its name as Trustee, without the necessity of joining as plaintiffs or defendants any owners of the

Certificates, and any recovery of judgment shall be for the ratable benefit of the owners of the Certificates, subject to the provisions of this Indenture.

SECTION 708 Trustee to File Proofs of Claim in Receivership. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition, or other judicial proceedings affecting the Property, the Trustee shall, to the extent permitted by law, be entitled to file such proofs of claims and other documents as may be necessary or advisable in order to have the claims of the Trustee and of the Participants allowed in such proceedings for the entire amount due and payable on the Certificates under this Indenture, at the date of the institution of such proceedings and for any additional amounts which may become due and payable by it after such date, without prejudice, however, to the right of any Participant to file a claim in his own behalf.

SECTION 709 Delay or Omission No Waiver. No delay or omission of the Trustee or of any Participant to exercise any right or power accruing upon any default shall exhaust or impair any such right or power or shall be construed to be a waiver of any such default, or acquiescence therein; and every power and remedy given by this Indenture may be exercised from time to time and as often as may be deemed expedient.

SECTION 710 No Waiver of One Default to Affect Another. No waiver of any default hereunder, whether by the Trustee or the Participants, shall extend to or affect any subsequent or any other then existing default or shall impair any rights or remedies consequent thereon.

SECTION 711 Discontinuance of Proceedings on Default; Position of Parties Restored. In case the Trustee shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the Lessor, the Lessees, the Trustee and the Participants shall be restored to their former positions and rights hereunder with respect to the Trust Estate, and all rights, remedies, and powers of the Trustee shall continue as if no such proceeding had been taken.

SECTION 712 Waivers of Events of Default. The Trustee may in its discretion waive any default or event of default hereunder and its consequences, and notwithstanding anything else to the contrary contained in this Indenture shall do so upon the written request of the owners of two-thirds (2/3) in aggregate principal amount of all the Certificates then Outstanding; provided however, that there shall not be waived without the consent of the owners of one hundred percent (100%) of the Certificates then Outstanding as to which the default or event of default exists; (a) any default in the payment of the principal of or premium on any Outstanding Certificates at the date of maturity specified therein or (b) any default in the payment when due of the interest on any such Certificates, unless prior to such waiver or rescission, all arrears of interest and all arrears of payments of principal and premium, if any, then due, as the case may be (both with interest at the rate of eighteen percent (18%) per annum on all overdue installments), and all expenses of the Trustee in connection with such default shall have been paid or provided for. In case of any such waiver, or in case any proceedings taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely to the Trustee, then and in every such case the Lessor, the Lessees, the Trustee, and the Participants shall be restored to their former positions and rights

hereunder respectively, but no such waiver or rescission shall extend to any subsequent or other default or event of default, or impair any right consequent thereon.

SECTION 713 Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article VII shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities, and advances incurred or made by the Trustee and the fees and expenses of the Trustee, be deposited in the Extraordinary Revenue Fund, and all moneys so deposited in the Extraordinary Revenue Fund and all moneys held or deposited in the Extraordinary Revenue Fund during the continuance of an event of default and available for payment of the Certificates under the provisions herein shall (after payment of the fees and expenses of the Trustee) be applied in accordance with Section 404 of this Indenture.

[**SECTION 714 Control of the Insurer.** Anything in this Indenture to the contrary notwithstanding, upon the occurrence and continuance of an Event of Default, the Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted to the Participants or the Trustee for the benefit of the Participants under this Indenture.]

SECTION 715 Insufficient Moneys. Notwithstanding any other provision of this Indenture, the Trustee or the Lessor or the Lessees shall immediately notify the Insurer if at any time there are insufficient moneys to make any payments of principal and/or interest as required and immediately upon the occurrence of any Event of Default hereunder.

ARTICLE VIII

THE TRUSTEE

SECTION 801 Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, prior to the occurrence of an event of default and after the curing of all events of default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an event of default has occurred (which has not been cured or waived) the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers, or employees but shall be answerable for the conduct of the same in accordance with the prudent person standard specified in Section 801(a) above, and shall be entitled to act upon the opinion or advice of its Counsel concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trust hereof.

(c) The Trustee shall not be responsible for any recital herein or in the Certificates (except in respect to the execution of the Certificates on behalf of the Trustee) and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions, or agreements on the part of the Lessor, except as herein set forth.

(d) The Trustee shall not be accountable for the use of any Certificates authenticated or delivered hereunder. The Trustee may become the owner of the Certificates secured hereby with the same rights which it would have if not Trustee.

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram, or other paper or document believed in good faith to be genuine and correct and to have been signed or sent by an authorized person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request, authority, or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Certificate, shall be conclusive and binding upon all future owners of the Certificate and upon those Certificates issued in exchange therefor or in place thereof.

(f) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper, or proceeding, the Trustee shall be entitled to rely upon a Certificate of the Lessor as sufficient evidence of the facts therein contained and prior to the occurrence of an event of default of which the Trustee has been notified as provided in Section

801(h) hereof shall also be at liberty to accept a similar Certificate to the effect that any particular dealing, transaction, or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or misconduct.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default or event of default hereunder except failure by the Lessees to cause to be made any of the payments to the Trustee required to be made pursuant to this Indenture and the Lease unless the Trustee shall be specifically notified in writing of such default or event of default by the Lessor or the Lessees or by the owners of not less than a majority in aggregate principal amount of Certificates then Outstanding and all notices or other instruments required by this Indenture to be delivered to the Trustee, must, in order to be effective, be delivered at the principal office of the Trustee, and in the absence of such notice so delivered the Trustee may conclusively assume there is no default or event of default except as aforesaid.

(i) All moneys received by the Trustee shall, until used, applied, or invested as herein provided, be held in trust in the manner and for the purposes for which they were received but need not be segregated from other funds except to the extent required by this Indenture or law.

(j) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants, and representatives shall have the right, but shall not be required, to inspect any and all of the property herein assigned including all books, papers, and records of the Lessor or the Lessees pertaining to the Property, and to take such memoranda from and in regard thereto as may be desired.

(k) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(l) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the execution and delivery of any Certificate, the withdrawal of any cash, or any action whatsoever within the purview of this Indenture, any certificates, opinions, or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee, deemed by the Trustee to be desirable for the purpose of establishing the right of the Lessor or the Lessees to the execution and delivery of any Certificates, the withdrawal of any cash, or the taking of any other action by the Trustee.

(m) Before taking any action hereunder at the direction of the Participants, the Trustee may require that satisfactory indemnity be furnished to it by the Participants for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted solely from its negligence or misconduct, by reason of any action so taken.

(n) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(o) In the absence of bad faith on its part, the Trustee may rely conclusively, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions which by any provision hereof are required specifically to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture.

SECTION 802 Fees, Charges, and Expenses of Trustee. The Trustee shall be entitled to payment and/or reimbursement for reasonable fees and expenses, including attorney's fees, for its ordinary services rendered hereunder and all advances, counsel fees, and other ordinary expenses reasonably and necessarily made or incurred by the Trustee in connection with such ordinary services and, in the event that it should become necessary that the Trustee perform extraordinary services, it shall be entitled to reasonable extra compensation therefor, and to reimbursement for reasonable and necessary extraordinary expenses, including attorney's fees, in connection therewith; provided, that if such extraordinary services or extraordinary expenses are occasioned by the neglect or misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor.

SECTION 803 Notice to Participants if an Event of Default Occurs. If an event of default occurs of which the Trustee is by Section 801(h) required to take notice, then the Trustee shall give written notice thereof by first-class mail to all of the then registered Participants.

SECTION 804 Intervention by Trustee. In any judicial proceeding to which the Lessees or the Lessor is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests Participants, the Trustee may intervene on behalf of Participants and shall do so if requested in writing by the owners of not less than a majority of the aggregate principal amount of the Certificates then Outstanding, provided that the Trustee shall first have been offered such reasonable indemnity as it may require against the costs, expenses, and liabilities which it may incur in or by reason of such proceeding.

SECTION 805 Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation, or transfer to which it is a party, ipso facto, shall be and become successor Trustee hereunder and vested with all the trusts, powers, discretions, immunities, privileges, and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed, or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

SECTION 806 Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign by giving thirty (30) days' written notice to the Lessor and the Lessees and by first-class mail to each of the then Participants, and such resignation shall take effect at the end of such thirty (30) days, or upon the earlier appointment of a successor Trustee by the owners of a majority in aggregate principal amount of the Certificates then Outstanding or, by the Lessor or the Lessees. Such notice to the Lessor and the Insurer may be served personally or sent by registered mail.

SECTION 807 Removal of the Trustee. The Trustee may be removed at any time, after receipt of thirty (30) days prior written notice, by an instrument or concurrent instruments in writing delivered to the Trustee and to the Lessor and to the Lessees, and signed by the owners of a majority in aggregate principal amount of the Certificates then Outstanding. The Trustee may be removed at any time, at the request of the Insurer, for breach of the Trust set forth herein.

SECTION 808 Appointment of Successor Trustee by the Participants; Temporary Trustee. In case the Trustee hereunder shall resign, be removed, or be dissolved, or shall be in course of dissolution or liquidation or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor Trustee may be appointed by the owners of a majority in aggregate principal amount of the Certificates then Outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys-in-fact, duly authorized; provided, nevertheless, that in case of such vacancy, the Lessor or the Lessees by a Certificate, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Participants in the manner above provided. Any such temporary Trustee so appointed by the Lessor or the Lessees shall immediately and without further act be superseded by the successor Trustee so appointed by such Participants. Every successor Trustee appointed pursuant to this Section shall be a trust company or bank in good standing located in or incorporated under the laws of the state of Colorado, duly authorized to exercise trust powers and subject to examination by federal and state authority, having a reported capital and surplus of not less than \$75,000,000 and acceptable to the Insurer. Any successor Paying Agent, if applicable, shall not be appointed unless the Insurer approves such successor in writing. In the event that no successor Trustee is appointed within sixty (60) days, the Trustee may petition the courts of the State to have a successor Trustee appointed.

SECTION 809 Concerning any Successor Trustees. Every successor (or temporary) Trustee appointed hereunder shall execute, acknowledge, and deliver to its predecessor and also to the Lessor and the Lessees an instrument in writing accepting such appointment hereunder, and thereupon such successor (or temporary) Trustee, without any further act, deed, or conveyance, shall become fully vested with all the properties, rights, powers, trusts, duties, and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Lessor or the Lessees execute and deliver an instrument transferring to such successor (or temporary) Trustee all the properties, rights, powers, and trusts of such predecessor hereunder; and every predecessor shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Lessor or the Lessees be required by any successor (or temporary) Trustee for more fully and certainly vesting in such successor (or temporary) Trustee the properties, rights, powers, and duties hereby vested or intended to be vested in the predecessor any and all such

instruments in writing shall, on request, be executed, acknowledged, and delivered by the Lessor or the Lessees.

SECTION 810 Trustee Protected in Relying Upon Certificate Resolution. The Certificate Resolution, certificates, opinions, and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection, and authority to the Trustee for the release of the Property and the withdrawal of cash hereunder.

SECTION 811 Successor Trustee as Custodian of Certificate Fund and Other Moneys. In the event of a change in the office of Trustee the predecessor Trustee which has resigned or been removed shall cease to be custodian of the Certificate Fund and other moneys paid to the Trustee, and the successor Trustee shall become such custodian.

SECTION 812 Trust Estate May Be Vested in Co-Trustee. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of the State of Colorado) denying or restricting the right of banking corporations or associations to transact business as a trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture, and in particular in case of the enforcement of any remedy upon an event of default or in case the Trustee deems that by reason of any present or future law of any jurisdiction that it may not exercise any of the powers, rights, or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate or co-trustee. The following provisions of this Section 812 are adapted to these ends.

In the event that the Trustee appoints an additional individual or institution as a separate or co-trustee, which shall have those qualifications set forth in Section 808 hereof, each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest, and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such separate or Trustee but only to the extent necessary to enable the co-trustee to exercise such powers, rights, and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them.

Should any deed, conveyance, or instrument in writing from the Lessor be required by the separate or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties, and obligations, any and all such deeds, conveyances, and instruments in writing shall, on request, be executed, acknowledged, and delivered by the Lessor. In case any separate or co-trustee, or a successor to either, shall become incapable of acting, resign, or be removed, all the properties, rights, powers, trusts, duties, and obligations of such separate or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new or successor separate or co-trustee.

Notwithstanding any other provision of the this Indenture, no removal, resignation or termination of the Trustee shall take effect until a successor, acceptable to the Insurer, shall be appointed.

SECTION 813 Participant Rights. Notwithstanding any other provision of this Indenture, in determining whether the rights of the Participants will be adversely affected by any action taken pursuant to the terms and provisions of this Indenture, the Trustee shall consider the effect on the Participants as if there were no Municipal Bond Insurance Policy.

SECTION 814 Escrowed Deeds. The Trustee agrees to hold the Escrowed Deeds provided for in Section 12.3 of the Lease, for the benefit of the Lessees, and to date and release the Escrowed Deeds to the Lessees, all as provided in said Section 12.3 of the Lease.

ARTICLE IX

SUPPLEMENTAL INDENTURES; AMENDMENT OF THE LEASE

SECTION 901 Supplemental Indentures Not Requiring Consent of Participants. The Trustee and the Lessor may, with the written consent of the Lessees and the Insurer but without the consent of, or notice to, the Participants, enter into such indentures or agreements supplemental hereto for any one or more of all of the following purposes:

- (a) to add to the covenants and agreements of the Lessor contained in this Indenture other covenants and agreements to be thereafter observed by the Lessor;
- (b) to cure any ambiguity, or to cure, correct, or supplement any defect or omission or inconsistent provision contained in this Indenture, or to make any provisions with respect to matters arising under this Indenture or for any other purpose if such provisions are necessary or desirable and do not materially adversely affect the interests of the Participants;
- (c) to subject to this Indenture additional revenues, properties, or collateral; or
- (d) to set forth the terms and conditions and other matters in connection with the issuance of Additional Certificates to complete other acquisition, and equipping of the Property (and to pay costs reasonably related thereto), pursuant to Section 212 of this Indenture.

SECTION 902 Supplemental Indentures Requiring Consent of Participants. Exclusive of supplemental indentures covered by Section 901 hereof, the written consent of the Lessees and the Insurer and the consent of the owners of not less than two-thirds ($2/3$) in aggregate principal amount of the Certificates then Outstanding shall be required for the execution by the Lessor and the Trustee of any indenture or indentures supplemental hereto; provided however, that without the consent of the owners of 100% of the Outstanding Certificates affected thereby, nothing herein contained shall permit, or be construed as permitting:

- (a) a change in the terms of redemption or maturity of the principal amount of or the interest on any Outstanding Certificate, or a reduction in the principal amount of or premium payable upon any redemption of any Outstanding Certificate or the rate of interest thereon;
- (b) the deprivation of the owner of any Certificate then Outstanding of the lien created by this Indenture (other than as originally permitted hereby);
- (c) a privilege or priority of any Certificate or Certificates over any other Certificate or Certificates; or
- (d) a reduction in the aggregate principal amount of the Certificates required for consent to such supplemental indenture.

If at any time the Lessees or the Lessor shall request the Trustee to enter into such supplemental indenture for any of the purposes of this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be mailed to the registered owners of the Certificates at the addresses last shown on the registration records of the Trustee. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Participants. If, within sixty (60) days or such longer period as shall be prescribed by the Lessees following the mailing of such notice, the owners of not less than two-thirds (2/3) in aggregate principal amount of the Certificates then Outstanding at the time of the execution of any such supplemental indenture shall have consented to and approved the execution thereof as herein provided, no Participant 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 execution thereof, or to enjoin or restrain the Trustee or the Lessor from executing the same or from taking any action pursuant to the provisions thereof.

SECTION 903 Execution of Supplemental Indenture. The Trustee is authorized to join with the Lessor in the execution of any such supplemental indenture and to make further agreements and stipulations which may be contained therein, but the Trustee shall not be obligated to enter into any such supplemental indenture which affects its rights, duties, or immunities under this Indenture. Any supplemental indenture executed in accordance with the provisions of this Article shall thereafter form a part of this Indenture; and all the terms and conditions contained in any such supplemental indenture as to any provision authorized to be contained therein shall be deemed to be part of this Indenture for any and all purposes. In case of the execution and delivery of any supplemental indenture, express reference may be made thereto in the text of the Certificates issued thereafter, if any, if deemed necessary or desirable by the Trustee.

SECTION 904 Amendments of the Lease Not Requiring Consent of Participants. The Lessor and the Trustee may, with the written consent of the Lessees, but without the consent of or notice to the Participants, consent to any amendment, change, or modification of the Lease as may be required (i) by the provisions of the Lease, or this Indenture (including, without limitation, amendments to Exhibits C and D of the Lease to reflect any partial redemption of Certificates), (ii) for the purpose of curing any ambiguity or formal defect or omission in the Lease, (iii) in order to more precisely identify the Property or to add additional or substituted improvements or properties acquired in accordance with the Lease, and the Indenture (including the replacement, substitution, or deletion of Equipment pursuant to Sections 9.2 and 9.3 of the Lease); (iv) in connection with the issuance of Additional Certificates for other acquisition, and equipping of the Property (and to pay costs reasonably related thereto), or (iv) in connection with any other change therein which, in the judgment of the Trustee, is not to the material prejudice of the Participants.

SECTION 905 Amendments of the Lease Requiring Consent of Participants. Except for the amendments, changes, or modifications permitted by Section 904 hereof, neither the Lessor nor the Trustee shall consent to any other amendment, change, or modification of the Lease without the giving of notice and the written approval or consent of the owners of not less than two-thirds (2/3) in aggregate principal amount of the Certificates at the time Outstanding given and procured as provided in Section 902 hereof. If at any time the Lessees and the Lessor shall request the consent

of the Trustee to any such proposed amendment, change, or modification of the Lease, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change, or modification to be given in the same manner as provided in Section 902 hereof. Such notice shall briefly set forth the nature of such proposed amendment, change, or modification and shall state that copies of the instrument embodying the same are on file at the principal corporate trust office of the Trustee for inspection by all Participants.

ARTICLE X

**PAYMENT PROCEDURE PURSUANT TO THE
MUNICIPAL BOND INSURANCE POLICY**

SECTION 1001 Payment Procedure. As long as the Certificate insurance shall be in full force and effect, the Lessor, the Lessees, the Trustee and any Paying Agent agree to comply with the following provisions:

ARTICLE XI

MISCELLANEOUS

SECTION 1101 Evidence of Signature of Participants and Ownership of Certificates.

Any request, consent, or other instrument which this Indenture may require or permit to be signed and executed by the Participants may be in one or more instruments of similar tenor, and shall be signed or executed by such Participants in person or by their attorneys appointed in writing. Proof of the execution of any such instrument or of an instrument appointing any such attorney, or the ownership of Certificates shall be sufficient (except as otherwise herein expressly provided) if made in the following manner, but the Trustee may, nevertheless, in its discretion require further or other proof in cases where it deems the same desirable:

(a) The fact and date of the execution by any Participant or his attorney of such instrument may be proved by the certificate of any officer authorized to take acknowledgments in the jurisdiction in which he purports to act that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before a notary public.

(b) The fact of the owning by any person of Certificates and the amount and numbers of such Certificates, and the date of the owning of the same, may be proved by the registration records of the Trustee.

Any request or consent of the owner of any Certificate shall bind all transferees of such Certificate in respect of anything done or suffered to be done by the Lessees or the Trustee in accordance therewith.

SECTION 1102 Covenants of Lessor. The Lessor hereby covenants to the Trustee for the benefit of the Participants that the Lessor will observe and comply with the covenant of quiet enjoyment contained in Article V of the Lease, and with all of its representations and warranties under the Lease. The Lessor agrees that wherever in the Lease it is stated that the Lessor will notify the Trustee, or whenever the Lease gives the Trustee some right or privilege or in any way attempts to confer upon the Trustee the ability to protect the security for payment of the Certificates, that such part of the Lease shall be as if it were set forth in full in this Indenture. The Lessor agrees that the Trustee as assignee of the Lessor under the Lease may enforce, in its name or in the name of the Lessor, all rights of the Lessor and all obligations of the Lessees under the Lease, for and on behalf of the Participants, whether or not the Lessor is in default under this Indenture. The Trustee and the Lessor hereby agree that the Lessor shall not be obligated to, and shall not, make any payments to take any other action with respect to the Property under the Lease.

SECTION 1103 Inspection of the Property; Other Information. The Trustee, the Insurer and its duly authorized agents shall have the right, on reasonable notice to the Lessees, at all reasonable times, to examine and inspect the Property (subject to such regulations as may be imposed by the Lessees for security purposes). The Trustee, the Insurer and its duly authorized agents shall also be permitted, at all reasonable times, to examine the books, records, reports, and

other papers of the Lessees with respect to the Property and the Certificates. The Lessor and the Lessees will permit the Insurer to discuss the affairs, finances and accounts of the Lessees and Lessor or any information the Insurer may reasonably request regarding the security of the Certificates with appropriate officers of the Lessees and Lessor.

SECTION 1104 Third Party Beneficiary. To the extent that this Indenture confers upon or gives or grants to the Insurer any right, remedy or claim under or by reason of this Indenture, the Insurer is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right remedy or claim conferred, given or granted hereunder.

SECTION 1105 Parties Interested Herein. Nothing in this Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any person other than the Lessees, the Lessor, the Trustee, the Insurer and the Participants, any right, remedy, or claim under or by reason of this Indenture or any covenant, condition, or stipulation hereof; and all the covenants, stipulations, promises, and agreements in this Indenture contained by and on behalf of the Lessor or the Trustee shall be for the sole and exclusive benefit of the Lessees, the Lessor, the Trustee, the Insurer and the Participants.

SECTION 1106 Titles and Headings. The titles and headings of the articles, sections, and subdivisions of this Indenture have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions hereof.

SECTION 1107 Severability. In the event any provision of this Indenture shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 1108 Governing Law. This Indenture shall be governed and construed in accordance with the law of the State of Colorado.

SECTION 1109 Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 1110 Notices. While the Municipal Bond Insurance Policy is in effect, the Lessees or the Trustee shall furnish to the Insurer (to the attention of the Surveillance Department, unless otherwise indicated);

(a) as soon as practicable after the filing thereof, a copy of any financial statement of the Lessees and a copy of any audit and annual report of the Lessees,

(b) such additional information it may reasonably request.

A copy of any notice to be given to the registered owners of the Certificates, including, without limitation, notice of any redemption of or defeasance of Certificates, and any Certificate rendered pursuant to this Indenture relating to the security of the Certificates.

action not described in (i) or (ii) above which requires Participant's consent. Any reorganization or liquidation plan with respect to the Lessees or Lessor must be acceptable to the Insurer. In the event of any reorganization or liquidation, the Insurer shall have the right to vote on behalf of all Participants who hold the Insurer-insured Certificates absent a default by the Insurer under the applicable Municipal Bond Insurance Policy insuring such Certificates.]

SECTION 1112 Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Indenture, shall be a legal holiday or a day on which banking institutions in the city in which the principal corporate trust office of the Trustee is located are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are not authorized by law to remain closed with the same force and effect as if done on the nominal date provided in this Indenture.

IN WITNESS WHEREOF, the Lessor and the Trustee have caused this Indenture to be executed in their respective corporate names and their respective corporate seals to be hereto affixed and attested by their duly authorized officials or officers, all as of the date first above written.

THE BROOMFIELD-WESTMINSTER,
OPEN SPACE FOUNDATION, INC.
as Lessor

(S E A L)

Co-President

Co-President

ATTESTED:

AMERICAN NATIONAL BANK
as Trustee

(S E A L)

Authorized Officer

Assistant Secretary

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF BROOMFIELD)

The foregoing instrument was acknowledged before me this __ day of April 2006, by Karen Stuart and by Nancy McNally as Co-Presidents of The Broomfield-Westminster Open Space Foundation, Inc. and by _____ as Secretary of The Broomfield-Westminster Open Space Foundation, Inc.

Witness my hand and official seal.

My commission expires:

Notary Public

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 19th day of October, 2006, by Kenneth B. Buckius as an authorized officer of American National Bank and by _____, as Assistant Secretary of American National Bank.

Witness by hand and official seal.

My commission expires:

Notary Public

EXHIBIT A

- * Insert only if Certificates are delivered pursuant to Section 208(a)(3) of the Indenture.
- ** Insert only if Certificates are initially delivered to The Depository Trust Company pursuant to Section 208(a) of this Indenture.

(Form of Registered Certificate)

**CERTIFICATE OF PARTICIPATION, SERIES 2006
Evidencing an Assignment of a Proportionate
Interest in Rights to Receive Certain Revenues
Pursuant to the
OPEN SPACE LEASE PURCHASE AGREEMENT
between
THE BROOMFIELD-WESTMINSTER
OPEN SPACE FOUNDATION, INC.,
as Lessor
and
CITY AND COUNTY OF BROOMFIELD, COLORADO
and
CTIY OF WESTMINSTER, COLORADO, as Lessees**

Registered Number	Rate	Maturity Date	Original Issue Date	CUSIP
R-	_____	December 1, _____	Date of Delivery	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

THIS CERTIFIES THAT the Registered Owner specified above, or registered assigns, has a proportionate interest in rights to receive certain revenues, as described below, pursuant to an annually renewable Open Space, Park and Recreation Facilities Lease Purchase Agreement dated as of April 15, 2006 (the "Lease"), between THE BROOMFIELD-WESTMINSTER OPEN SPACE FOUNDATION, INC. (the "Lessor"), a Colorado nonprofit corporation, as lessor, and CITY AND COUNTY OF BROOMFIELD, COLORADO and the CITY OF WESTMINSTER, COLORADO (the "Lessees"), as lessees. The proportionate interest of the Registered Owner of this Certificate of Participation, Series 2006 (the "Certificate") is secured as provided in the Lease and in the Mortgage and Indenture of Trust (the "Indenture") dated as of April 15, 2006, between the Lessor and American National Bank., as trustee (the "Trustee") for the registered owners of the Certificates (the "Participants"), whereby all rights of the Lessor under the Lease have been assigned by the Lessor to the Trustee for the benefit of the Participants. Under the Indenture, the Lessor has also granted to the Trustee, for the benefit of the Participants, a mortgage and security interest in the Property (as

hereinafter defined). Pursuant to the Lease and the Indenture, the registered owner hereof is entitled to receive, solely out of and to the extent available from the sources hereinafter identified, on the Maturity Date specified above (or earlier as hereinafter provided), the Principal Amount specified above with interest thereon at the Interest Rate per annum specified above, payable on June 1, 2006 and semiannually thereafter on June 1 and December 1 in each year. Principal and any premium on this Certificate are payable to the registered owner hereof in lawful money of the United States upon maturity or prior redemption hereof and upon presentation and surrender hereof at the principal corporate trust office of the Trustee in Denver, Colorado. Interest on this Certificate is payable 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 of the Trustee to be mailed to the person in whose name this Certificate is registered on the registration records of the Trustee, and at the address appearing thereon, at the close of business on the fifteenth (15th) day of the calendar month (whether or not a business day) next preceding the interest payment date (the "Record Date"). Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the registered owner hereof at the close of business on the Record Date and shall be payable to the person who is the registered owner hereof at the close of business on a Special Record Date, as provided in the Indenture, for the payment of such defaulted interest. Such Special Record Date shall be fixed by the Trustee whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the registered owners of the Certificates not less than ten (10) days prior to such Special Record Date. Alternative means of payment of interest may be used if mutually agreed to between the registered owner of any Certificate and the Trustee, as provided in the Indenture.

This Certificate is one of an issue of Certificates evidencing assignments of proportionate interests in rights to receive certain revenues, as described below, pursuant to the Lease and the Indenture, in an aggregate principal amount of \$9,500,000 issued pursuant to the Indenture for the purpose, among others, of providing funds to finance open space land (the "Property"). Under the Lease, the Property has been leased by the Lessor to the Lessees; and the Lessees has agreed to pay directly to the Trustee semiannual rental payments (the "Base Rentals") in consideration for their right to use the Lessor's interest in the Property, the proceeds of which are required by the Indenture to be distributed by the Trustee for the payment of the Certificates and interest thereon. In addition to the Base Rentals, the Lessees has agreed to make certain other payments (the "Additional Rentals") sufficient to pay the fees and expenses of the Trustee, certain insurance premiums, taxes, utility charges, costs of maintenance and repair, payments to the Reserve Fund (as defined in the Lease), and other expenses expressly required to be paid by the Lessees under the Lease. The Lease is subject to annual termination at the option of the Lessees as provided in the Lease. The obligation of the Lessees to pay Base Rentals and Additional Rentals under the Lease will terminate in the event that the Lessees, for any reason, fail to specifically budget and appropriate moneys to pay all Base Rentals and reasonably estimated Additional Rentals during the next occurring fiscal year of the Lessees. In the event that the Lease is terminated by the Lessees (herein referred to as an "Event of Nonappropriation") or is terminated by reason of an Event of Default (as defined in the Lease), or by reason of certain events of damage, destruction, and condemnation (as provided in the Lease), the principal amount of this Certificate and interest hereon will be payable from such moneys, if any, as may be available for such purpose, including any moneys received by the Trustee from foreclosure on and sale of the Property. Under certain circumstances, this Certificate and the interest hereon

may also be payable from the Net Proceeds (as defined in the Lease) of title or casualty insurance policies or condemnation awards. The Lease may also be terminated in the event that the Lessees exercises their option to purchase the Property by making payment of the Purchase Option Price (as defined in the Lease). In the event that the Lessees elects to pay the Purchase Option Price, the proceeds thereof are required to be used to pay the principal of, premium, if any, and interest on the Certificates.

It is provided in the Indenture that there may hereafter be issued additional Certificates ("Additional Certificates") from time to time under certain terms and conditions, and if issued, such Additional Certificates will be equally and proportionately secured under and entitled to the protection given by the Indenture with the Certificates. Reference is hereby made to the Lease and the Indenture for a description of the rights, duties, and obligations of the Lessees, the Lessor, the Trustee, and the Participants, the terms upon which Additional Certificates may be issued, the terms upon which the Certificates and any Additional Certificates are secured, the terms and conditions upon which the Certificates will be deemed to be paid at or prior to maturity or redemption of the Certificates upon the making of provision for the full or partial payment thereof, and the rights of the Participants upon the occurrence of an Event of Default or an Event of Nonappropriation.

NONE OF THE LEASE, THIS CERTIFICATE, THE ISSUE OF CERTIFICATES OF WHICH IT FORMS A PART, NOR THE INTEREST HEREON CONSTITUTES A GENERAL OBLIGATION OR OTHER INDEBTEDNESS OF THE LESSEES WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION. NONE OF THE LEASE, THE INDENTURE, NOR THE CERTIFICATES HAVE DIRECTLY OR INDIRECTLY OBLIGATED THE LESSEES TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED FOR THE LESSEES'S THEN CURRENT FISCAL YEAR. EXCEPT TO THE EXTENT PAYABLE FROM THE PROCEEDS OF THE SALE OF THE CERTIFICATES AND INCOME FROM THE INVESTMENT THEREOF, FROM THE RESERVE FUND, FROM NET PROCEEDS OF CERTAIN INSURANCE POLICIES, AND CONDEMNATION AWARDS, OR NET PROCEEDS OF FORECLOSURE AND SALE OF THE PROPERTY, THIS CERTIFICATE, THE ISSUE OF WHICH IT FORMS A PART, AND THE INTEREST HEREON WILL BE PAYABLE DURING THE TERM OF THE LEASE SOLELY FROM BASE RENTALS TO BE PAID BY THE LESSEES UNDER THE LEASE AND THE INCOME FROM CERTAIN INVESTMENTS THEREUNDER. ALL PAYMENT OBLIGATIONS OF THE LESSEES UNDER THE LEASE, INCLUDING WITHOUT LIMITATION, THE LESSEES'S OBLIGATION TO PAY BASE RENTALS, ARE FROM YEAR TO YEAR ONLY AND DO NOT CONSTITUTE A MANDATORY CHARGE OR REQUIREMENT IN ANY ENSUING FISCAL YEAR BEYOND THE THEN CURRENT FISCAL YEAR. THE LEASE IS SUBJECT TO ANNUAL TERMINATION AT THE OPTION OF THE LESSEES AND WILL BE TERMINATED UPON THE OCCURRENCE OF AN EVENT OF NONAPPROPRIATION. IN SUCH EVENT, ALL PAYMENTS FROM THE LESSEES UNDER THE LEASE WILL TERMINATE, AND THIS CERTIFICATE AND THE INTEREST HEREON WILL BE PAYABLE FROM SUCH MONEYS, IF ANY, AS MAY BE HELD BY THE TRUSTEE UNDER THE INDENTURE AND ANY MONEYS MADE AVAILABLE FROM FORECLOSURE ON THE PROPERTY. THE LESSOR HAS NO OBLIGATION TO MAKE, AND SHALL NOT MAKE, ANY PAYMENT OF ANY OF THE CERTIFICATES OR THE INTEREST THEREON. UPON THE OCCURRENCE OF AN

EVENT OF NONAPPROPRIATION OR AN EVENT OF DEFAULT UNDER THE LEASE, THERE IS NO GUARANTY OR ASSURANCE OF ANY PAYMENT OF THIS CERTIFICATE OR THE INTEREST HEREON.

As for a sinking fund for the redemption of the Certificates maturing on December 1, 20__ and their payment at maturity, there shall be deposited in the Principal Account of the Certificate Fund, established by the Indenture on or before December 1, 20__, and on or before each December 1 thereafter, to and including December 1, 20__, a sum which, together with other moneys available therefor in the principal account of the Certificate Fund, is sufficient to redeem (after credit as provided below) the following principal amounts of the Certificates at a price (expressed as a percentage of principal amount) of 100 percent, plus accrued interest to the date of redemption, and to pay the remainder of the Certificates at their maturity:

December 1 of the Year	Principal Amount
	(maturity)

On or before the 30th day prior to each such sinking fund payment date, the Trustee shall proceed to select the Certificates for redemption from such sinking fund on the next December 1, and on the 30th day prior to each sinking fund payment date, give notice of such call. At its option, to be exercised on or before the 45th day next preceding any such sinking fund redemption date, the Lessees may (a) deliver to the Trustee for cancellation Certificates which are subject to sinking fund redemption in any aggregate principal amount desired, and (b) receive a credit in respect of its sinking fund redemption obligation for any Certificates which are subject to sinking fund redemption which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and canceled by the Trustee and not theretofore applied as a credit against any sinking fund redemption obligation. Each Certificate so delivered or previously redeemed shall be credited by the Trustee at the principal amount thereof on the obligation of the Lessees on such sinking fund redemption date, and to the extent of any excess to the next annual sinking fund redemption date or dates, and the principal amount of Certificates to be redeemed by operation of such sinking fund on such date or dates shall be accordingly reduced.

The Certificates are subject to mandatory redemption prior to their respective maturities as follows:

(a) The Certificates shall be called for redemption, in whole or in part, in the event that the Lessees shall purchase the Property, as provided in the Lease, upon payment of the then applicable Purchase Option Price (principal, accrued interest to the redemption date and redemption expenses) for the Property for deposit in the Extraordinary Revenue Fund created under the Indenture; provided however, that if the Purchase Option Price is paid in whole or in part from borrowed moneys or moneys derived from any installment purchase or lease purchase financing, only those Certificates subject to Optional Redemption, shall be called for redemption prior to maturity as a consequence of such purchase.

(b) The Certificates shall be called for redemption in whole, subject to availability of funds, in the event that (i) the Property or any portion thereof are damaged or destroyed, in whole or in part, or taken in a condemnation proceeding, or title to or the use of all or any portion of the Property shall be lost by reason of a defect in title thereto; (ii) the Net Proceeds of any insurance policy, or condemnation award, made available by reason of one or more of such occurrences, shall be insufficient to pay in full the cost of repairing or replacing the Property; and (iii) the Lessees elects to discharge its obligation to repair or replace the Property by depositing such Net Proceeds into the Extraordinary Revenue Fund created under the Indenture. Upon the deposit of such Net Proceeds into the Extraordinary Revenue Fund, the Lessees' obligations under the Lease shall terminate and the Lessees shall have no further obligation for the payment of Base Rentals or Additional Rentals thereunder, and all right, title, and interest of the Lessees in any funds or accounts created under the Indenture shall be surrendered to the Trustee. If such Net Proceeds and moneys in such funds and accounts are insufficient to provide for the payment in full of all outstanding Certificates and interest thereon, the Property shall be foreclosed on and sold in the same manner as if the Lease had been terminated by reason of an Event of Nonappropriation or an Event of Default. The Net Proceeds of such foreclosure and sale and any other Net Proceeds so deposited in the Extraordinary Revenue Fund, as well as all other moneys available in any fund created under the Indenture, shall be proportionately applied to the redemption of the Certificates. Such redemption of the Certificates shall be made upon full or partial payment of the principal amount of the Certificates then outstanding and accrued interest thereon, all in accordance with the Indenture. IN THE EVENT THE CERTIFICATES ARE TO BE REDEEMED SUBSEQUENT TO THE OCCURRENCE OF AN EVENT DESCRIBED IN THIS PARAGRAPH BY PAYMENT OF AN AMOUNT LESS THAN THE OUTSTANDING PRINCIPAL AMOUNT THEREOF AND ACCRUED INTEREST TO THE REDEMPTION DATE, NO FURTHER CLAIM FOR PAYMENT MAY BE HAD BY THE PARTICIPANTS AGAINST THE LESSEES, THE LESSOR, OR THE TRUSTEE.

(c) The Certificates shall be called for redemption in whole, subject to availability of funds, in the event that the Lease is terminated by reason of the occurrence of an Event of Nonappropriation or an Event of Default under the Lease. IN THE EVENT THE CERTIFICATES ARE TO BE REDEEMED SUBSEQUENT TO THE OCCURRENCE OF AN EVENT DESCRIBED IN THIS PARAGRAPH BY PAYMENT OF AN AMOUNT LESS THAN THE OUTSTANDING PRINCIPAL AMOUNT THEREOF AND ACCRUED INTEREST TO THE REDEMPTION DATE, NO FURTHER CLAIM FOR PAYMENT MAY BE HAD BY THE PARTICIPANTS AGAINST THE LESSEES, THE LESSOR, OR THE TRUSTEE.

If called for redemption pursuant to (a) above, the Certificates shall be subject to redemption on the next December 1 for which notice of redemption can be given following payment of the Purchase Option Price (except that, if the Purchase Option Price is paid in whole or in part from borrowed money or moneys derived from any installment purchase or lease purchase financing, the Certificates shall not be subject to such redemption prior to the date for Optional Redemption). If called for redemption pursuant to (b) or (c) above, the Certificates shall be subject to redemption on such date as the Trustee may determine to be in the best interests of the Participants. If called for redemption pursuant to (a) above, the Certificates shall be redeemed in whole or in part for a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date;

except that, if the Purchase Option Price is paid in whole or in part from borrowed moneys or moneys derived from any installment purchase or lease purchase financing, the redemption of Certificates maturing on and after December 1, 20__, pursuant to (a) above shall be for a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date. If called for redemption pursuant to (b) or (c) above, the Certificates shall be redeemed in whole for a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, subject to availability of funds therefor as provided in the Indenture.

If the Certificates are to be redeemed by reason of event described in (b) or (c) above, the Participants shall have no right to payment from the Lessees, the Lessor, or the Trustee, in redemption of their Certificates or otherwise, except as expressly set forth in the Lease and the Indenture.

The Certificates maturing on and after December 1, 20__, are subject to redemption prior to maturity at the option of the Lessees, in whole or in part, in integral multiples (giving proportionate weight to Certificates in denominations larger than \$5,000), in such manner as the Trustee may determine, on December 1, 20__, or on any interest payment date thereafter, for a redemption price equal to the principal amount of each Certificate or portion thereof so redeemed, plus accrued interest to the redemption date.

Whenever Certificates are redeemed in part, the schedule of Base Rentals and the Purchase Option Price set forth in the Lease shall be recalculated by the Trustee as provided in the Indenture.

In the event any of the Certificates are called for redemption as aforesaid, the Trustee shall cause notice of the call for redemption, identifying the Certificates or portions thereof to be redeemed, to be given by mailing, at least thirty (30) days and not more than sixty (60) days prior to the redemption date, as provided in the Indenture. All Certificates so called for redemption shall cease to bear interest after the specified redemption date, provided that such funds as may be available for their redemption pursuant to the Lease (which, in the case of mandatory redemption in whole pursuant to (b) or (c) above, may be less than the full principal amount of the outstanding Certificates and accrued interest thereon to the redemption date) are on deposit at the place of payment at that time. Payments in full redemption shall be accompanied by a written designation prepared by the Trustee stating the portions of the payment representing principal, premium, if any, and interest.

Upon the termination of the Lease by reason of the occurrence of an Event of Nonappropriation or an Event of Default, the Trustee shall commence proceedings for foreclosure and sale of the Property, and the Certificates then outstanding shall be redeemed by the Trustee from the Net Proceeds of such foreclosure and sale and other moneys, if any, then on hand and being held by the Trustee for the Participants. In the event that such Net Proceeds and other moneys are insufficient to redeem the Certificates at one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date, such Net Proceeds and other moneys shall be allocated proportionately among the Certificates, according to the principal amount thereof outstanding. In the event that such Net Proceeds and other moneys are in excess of the amount required to redeem the Certificates at one hundred percent (100%) of the principal amount thereof plus accrued interest

to the redemption date, then such excess moneys shall be paid to the Lessees. Prior to any distribution of such Net Proceeds in redemption of the Certificates, the Trustee shall be entitled to payment of its customary fees for all services rendered in connection with such liquidation as well as reimbursement for all costs and expenses incurred thereby.

A PARTICIPANT SHOULD NOT ANTICIPATE THAT IT WILL BE POSSIBLE TO FORECLOSE ON AND SELL THE PROPERTY AFTER THE OCCURRENCE OF AN EVENT OF NONAPPROPRIATION OR AN EVENT OF DEFAULT FOR AN AMOUNT EQUAL TO THE AGGREGATE PRINCIPAL AMOUNT OF THE CERTIFICATES THEN OUTSTANDING PLUS ACCRUED INTEREST THEREON. IF THE CERTIFICATES ARE REDEEMED SUBSEQUENT TO THE OCCURRENCE OF AN EVENT OF NONAPPROPRIATION OR AN EVENT OF DEFAULT FOR AN AMOUNT LESS THAN THE AGGREGATE PRINCIPAL AMOUNT THEREOF PLUS ACCRUED INTEREST TO THE REDEMPTION DATE, SUCH PARTIAL PAYMENT SHALL BE DEEMED TO CONSTITUTE A REDEMPTION IN FULL OF THE CERTIFICATES, AND UPON SUCH PARTIAL PAYMENT, NO OWNER OF ANY CERTIFICATE SHALL HAVE ANY FURTHER CLAIM FOR PAYMENT AGAINST THE LESSEES, THE LESSOR, OR THE TRUSTEE.

The Trustee may waive an event of Nonappropriation or an Event of Default under certain circumstances as provided in the Lease and the Indenture.

The Indenture permits amendments thereto and to the Lease, upon the agreement of the Lessees and the Trustee and with the approval of the owners of not less than two-thirds (2/3) or, in certain instances, one hundred percent (100%) in aggregate principal amount of the Certificates at the time outstanding. The Indenture also contains provisions permitting the Lessees and the Trustee to enter into amendments to the Indenture, the Lease, without the consent of the owners of the Certificates for certain purposes, including without limitation, the issuance of Additional certificates for certain purposes.

The Certificates are issuable only as fully registered Certificates in denominations of \$5,000 and any integral multiple thereof. Certificates may be exchanged for an equal aggregate principal amount of fully registered Certificates of the same maturity of other authorized denominations, but only in the manner, subject to the limitations and conditions, and upon payment of the charges provided in the Indenture.

*This Certificate is transferable by the registered owner hereof in person or by his attorney duly authorized in writing on the registration records kept at the principal corporate trust office of the Trustee upon surrender of this Certificate together with a duly executed written instrument of transfer satisfactory to the Trustee. Upon such transfer, a new fully registered Certificate or Certificates of the same maturity, of authorized denomination or denominations, for the same aggregate principal amount, will be issued to the transferee in exchange hereof, all upon payment of the charges and subject to the terms and conditions set forth in the Indenture. The Trustee may deem and treat the person in whose name this Certificate is registered as the absolute owner hereof, whether or not this Certificate shall be overdue, for the purpose of receiving payment and for all

other purposes, and neither the Lessees nor the Trustee shall be affected by any notice to the contrary.*

The Trustee will not be required to transfer or exchange (i) all or any portion of any Certificate during the period beginning at the opening of business fifteen (15) days before the day of the mailing by the Trustee of notice calling any Certificates for prior redemption and ending at the close of business on the day of such mailing, or (ii) all or any portion of a Certificate after the mailing of notice calling such Certificate or any portion thereof for prior redemption.

In the event that this Certificate is called for redemption in part only, upon surrender and cancellation of this Certificate a new fully registered Certificate or Certificates of the same maturity, of authorized denominations, in an aggregate principal amount equal to the unredeemed portion thereof shall be executed and delivered by the Trustee to the registered owner hereof.

The Certificates are not transferable or exchangeable except as set forth in the Indenture.

Upon any partial prior redemption of this Certificate, Cede & Co. in its discretion may request the Trustee to authenticate a new Certificate or make an appropriate notation on this Certificate indicating the date and amount of prepayment, except in the case of final maturity, in which case this Certificate must be presented to the Trustee prior to final payment.

Any Consent or request by the owner of this Certificate shall be conclusive and binding upon such owner and upon all future owners of this Certificate and of any Certificate issued upon the transfer or exchange of this Certificate, whether or not notation of such consent or request is made upon this Certificate.

This Certificate is issued with the intent that the laws of the State of Colorado shall govern its legality, validity, enforceability, and construction.

This Certificate shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Lease, until signed on behalf of the Trustee.

IN WITNESS WHEREOF, this Certificate has been executed with the manual signature of an authorized representative of the Trustee, as of the __ day of April, 2006.

AMERICAN NATIONAL BANK,
as Trustee

(BANK SEAL)

By: _____
Authorized Officer

**(Form of Prepayment Panel)

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

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

(End of Form of Prepayment Panel)

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

[STATEMENT OF INSURANCE]

ASSIGNMENT

For value received, the undersigned Registered Owner sells, assigns, and transfers unto

Insert Social Security
or other identifying
number of Assignee

(Name and Address of Assignee)

the within Certificate, and does hereby irrevocably appoint _____, Attorney to transfer this Certificate on the books kept for registration with full power of substitution in the premises.

DATED: _____, _____

Registered Owner

Signature guaranteed:

(Signature must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges.)

Text of Opinion of Bond Counsel

(Insert Letterhead)

EXHIBIT B

to

MORTGAGE AND INDENTURE OF TRUST

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT C
PERMITTED INVESTMENTS

**[EXHIBIT D
SPECIMEN CERTIFICATE INSURANCE POLICY]**

CERTIFICATE PURCHASE AGREEMENT

\$9,500,000
CERTIFICATES OF PARTICIPATION, SERIES 2006
Evidencing Assignments of Proportionate
Interests in Rights to Receive Certain Revenues
Pursuant to an
OPEN SPACE LEASE PURCHASE AGREEMENT
among
THE BROOMFIELD-WESTMINSTER
OPEN SPACE FOUNDATION, INC., as Lessor
and
THE CITY AND COUNTY OF BROOMFIELD, COLORADO
AND
THE CITY OF WESTMINSTER, COLORADO,
as Lessees

March 22, 2006

The Broomfield-Westminster
Open Space Foundation Inc.
4800 West 92nd Avenue
Westminster, Colorado 80031
Attention: Co-Presidents

City and County of Broomfield, Colorado
One DesCombes Drive
Broomfield, Colorado 80020
Attention: City and County Manager

City of Westminster, Colorado
4800 West 92nd Avenue
Westminster, Colorado 80031
Attention: City Manager

Ladies and Gentlemen:

The undersigned, RBC Dain Rauscher Inc. d/b/a RBC Capital Markets (the "*Underwriter*" or "*RBC Capital Markets*") acting on its own behalf (the "*Underwriter*"), and not acting as fiduciary or agent for you, offers to enter into the following agreement (this "*Agreement*") with The Broomfield-Westminster Open Space Foundation Inc. (the "*Lessor*"), the City and County of Broomfield, Colorado ("*Broomfield*") and the City of Westminster, Colorado ("*Westminster*") (collectively, the "*Lessees*") which, upon the Lessor's and Lessees' written acceptance of this offer, will be binding upon the Lessor and Lessees and upon the Underwriter. This offer is made subject to Lessor's and Lessees' written acceptance hereof on or before ____ p.m., Mountain

Standard time, on March 22 2006, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the Lessor and Lessees at any time prior to the acceptance hereof by the Lessor and Lessees.

The above-referenced Certificates of Participation, Series 2006 (the "*Series 2006 Certificates*" or the "*Certificates*") evidence assignments of proportionate interests in rights to receive certain revenues pursuant to an annually renewable Open Space Lease Purchase Agreement dated as of April 15, 2006 (the "*Lease*"), among the Lessor and the Lessees, pursuant to which the Lessees will lease from the Lessor approximately 111 acres of land (the "*Property*"). The Certificates will be secured by the Property. The Certificates will be issued in accordance with and are secured by a Mortgage and Indenture of Trust dated as of April 15, 2006 (the "*Indenture*"), between the Lessor and American National Bank, Denver, Colorado, as Trustee (the "*Trustee*"), pursuant to which the Lessor will assign to the Trustee, for the benefit of the Owners of the Certificates, its interest in the Lease, as well as a mortgage and security interest in the Property. Terms not otherwise defined in this Agreement shall have the same meanings set forth in the Lease and Indenture

1. *Purchase and Sale of the Certificates.* Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agree to purchase from the Lessor and the Lessees, and the Lessor and the Lessees hereby agree to sell and deliver to the Underwriter, all, but not less than all, of the Certificates. Inasmuch as this purchase and sale represents a negotiated transaction, the Lessor and Lessees understand, and hereby confirm, that the Underwriter are not acting as a fiduciary of the Lessor and Lessees, but rather are acting solely in their capacity as Underwriter for their own account. The Underwriter has been duly authorized to execute this Agreement and to act hereunder.

The principal amount of the Certificates to be issued, the dated date therefor, the maturities, sinking fund and optional redemption provisions and interest rates per annum are set forth in Schedule II hereto. The Certificates shall be as described in, and shall be issued and secured under and pursuant to the provisions of the Indenture.

The purchase price for the Certificates shall be \$_____ plus interest accrued on the Certificates from the dated date of the Certificates to the Closing Date (as hereinafter defined). The discount of \$_____ represents an underwriting discount of \$_____ and an original issue discount of \$_____.

2. *Public Offering.* The Underwriter agree to make a bona fide public offering of all of the Certificates at a price not to exceed the public offering price set forth on the cover of the Official Statement and may subsequently change such offering price without any requirement of prior notice. The Underwriter may offer and sell Certificates to certain dealers (including dealers depositing Certificates into investment trusts) and others at prices lower than the public offering price stated on the cover of the Official Statement.

3. *The Official Statement.* (a) A draft of the final Official Statement or a copy of the Preliminary Official Statement dated [_____] (the "*Preliminary Official Statement*"), including the cover page and Appendices thereto, of the Lessor and Lessees relating to the Certificates has been provided to the Underwriter. Such draft of the final Official Statement or copy of the Preliminary Official Statement, as amended to reflect the changes marked or otherwise indicated thereon, is hereinafter called the "*Official Statement.*"

(b) The Preliminary Official Statement has been prepared for use by the Underwriter in connection with the public offering, sale and distribution of the Certificates. The Lessor and Lessees hereby represents and warrants that the Preliminary Official Statement was deemed final by the Lessor and Lessees as of its date, except for the omission of such information which is dependent upon the final pricing of the Certificates for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934 (the "*Rule*").

(c) The Lessor and Lessees hereby authorize the Official Statement and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of the Certificates. The Lessor and Lessees consents to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Certificates. The Lessor and Lessees shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the Lessor and Lessees's acceptance of this Agreement (but, in any event, not later than within seven business days after the Lessor and Lessees's acceptance of this Agreement and in sufficient time to accompany any confirmation that requests payment from any customer) copies of the Official Statement which is complete as of the date of its delivery to the Underwriter in such quantity as the Underwriter shall request in order for the Underwriter to comply with Section (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board.

(d) If, after the date of this Agreement to and including the date the Underwriter is no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the "end of the underwriting period" (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from a nationally recognized municipal securities repository, but in no case less than 25 days after the "end of the underwriting period" for the Certificates), the Lessor and Lessees becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Lessor and Lessees will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request), and if, in the opinion of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Lessor and Lessees will forthwith prepare and furnish, at the Lessor and Lessees's own expense (in a form and manner approved by the Underwriter), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or so that the Official Statement will comply with law. If such notification shall be subsequent to the Closing, the Lessor and Lessees shall furnish such legal opinions, certificates, instruments and other documents as the Underwriter may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

(e) The Underwriter hereby agrees to file the Official Statement with a nationally recognized municipal securities information repository. Unless otherwise notified in writing by the Underwriter, the Lessor and Lessees can assume that the "end of the underwriting period" for purposes of the Rule is the date of the Closing.

4. *Representations, Warranties, and Covenants of the Lessor and Lessees.* The Lessor and Lessees hereby represents and warrants to and covenants with the Underwriter that:

(a) The Lessor is a Colorado nonprofit corporation and at the date of the Closing will have full legal right, power and authority (i) to enter into, execute and deliver this Agreement, the Lease and the Continuing Disclosure Undertaking (the "Undertaking") as defined in Section 6(j)(3) hereof and all documents required hereunder and thereunder to be executed and delivered by the Lessor (this Agreement, the Lease, the Indenture, the Undertaking and the other documents referred to in this clause are hereinafter referred to as the "Lessor Documents"), (ii) to sell, issue and deliver the Certificates to the Underwriter as provided herein, and (iii) to carry out and consummate the transactions contemplated by the Lessor Documents and the Official Statement and (iv) to operate the Property (as defined in the

Official Statement), and the Lessor has complied, and will at the Closing be in compliance in all respects, with the terms of the Lessor Documents as they pertain to such transactions.

The Lessees are political subdivisions of the State of Colorado (the “*State*”) duly created, organized and existing under the laws of the State, and have full legal right, power and authority, and at the date of the Closing will have full legal right, power and authority under the ordinances authorizing the Lease (i) to enter into, execute and deliver this Agreement, the Lease and the Continuing Disclosure Undertaking (the “*Undertaking*”) as defined in Section 6(j)(3) hereof and all documents required hereunder and thereunder to be executed and delivered by the Lessor and Lessees (this Agreement, the Undertaking and the other documents referred to in this clause are hereinafter referred to as the “*Lessees Documents*”), (ii) to sell, issue and deliver the Certificates to the Underwriter as provided herein, and (iii) to carry out and consummate the transactions contemplated by the Lessor and Lessees Documents and the Official Statement and (iv) to operate the Property (as defined in the Official Statement), and the Lessees have complied, and will at the Closing be in compliance in all respects, with the terms of the Lessor and Lessees Documents as they pertain to such transactions;

(b) By all necessary official action of the Lessor and Lessees prior to or concurrently with the acceptance hereof, the Lessor and Lessees have duly authorized all necessary action to be taken by them for (i) the adoption of the Indenture and the issuance and sale of the Certificates, (ii) the approval, execution and delivery of, and the performance by the Lessor and Lessees of the obligations on their part, contained in the Certificates and the Lessor Documents and Lessees Documents and (iii) the consummation by it of all other transactions contemplated by the Official Statement, and the Lessor Documents and Lessees Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Lessor and Lessees in order to carry out, give effect to, and consummate the transactions contemplated herein and in the Official Statement;

(c) The Lessor Documents and the Lessees Documents constitute legal, valid and binding obligations of the Lessor and Lessees, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors’ rights; the Certificates, when issued, delivered and paid for, in accordance with the Indenture and this Agreement, will constitute legal, valid and binding obligations of the Lessor and Lessees entitled to the benefits of the Indenture and enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors’ rights; upon the issuance, authentication and delivery of the Certificates as aforesaid, the Indenture will provide, for the benefit of the holders, from time to time, of the Certificates, the legally valid and binding pledge of and lien it purports to create as set forth in the Indenture;

(d) The Lessor and Lessees are not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Lessor and Lessees are a party or to which the Lessor and Lessees are or any of their property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the Lessor and Lessees under any of the foregoing; and the execution and delivery of the Certificates, the Lessor and Lessees Documents and the adoption of the Indenture and compliance with the provisions on the Lessor and Lessees’ part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Lessor and Lessees are a party or to which the Lessor and Lessees are or to which any of its property or assets are

otherwise subject nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Lessor and Lessees to be pledged to secure the Certificates or under the terms of any such law, regulation or instrument, except as provided by the Certificates and the Indenture

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Lessor and Lessees of its obligations under the Lessor Documents and Lessees Documents, and the Certificates or with respect to the Property have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any jurisdiction in connection with the offering and sale of the Certificates;

(f) The Certificates conform to the descriptions thereof contained in the Official Statement the Indenture conforms to the description thereof contained in the Official Statement under the caption(s); the proceeds of the sale of the Certificates will be applied generally as described in the Official Statement under the caption(s) and the Undertaking conforms to the description thereof contained in the Official Statement.

(g) There is no legislation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the Lessor and Lessees after due inquiry, threatened against the Lessor and Lessees, affecting the existence of the Lessor and Lessees or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Certificates pursuant to the Indenture or in any way contesting or affecting the validity or enforceability of the Certificates, the Lessor Documents and Lessees Documents, or contesting the exclusion from gross income of interest on the Certificates for federal income tax purposes or state income tax purposes, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of the Lessor and Lessees or any authority for the issuance of the Certificates, the adoption of the Indenture or the execution and delivery of the Lessor Documents and Lessees Documents, nor, to the best knowledge of the Lessor and Lessees, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Certificates or the Lessor Documents and Lessees Documents;

(h) As of the date thereof, the Preliminary Official Statement did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(i) At the time of the Lessor and Lessees's acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to paragraph (d) of Section 3 of this Agreement) at all times subsequent thereto during the period up to and including the date of Closing, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(j) If the Official Statement is supplemented or amended pursuant to paragraph (d) of Section 3 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period

up to and including the date of Closing the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading;

(k) The Lessor and Lessees will apply, or cause to be applied, the proceeds from the sale of the Certificates as provided in and subject to all of the terms and provisions of the Indenture and not to take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes or state income tax purposes of the interest on the Certificates;

(l) The Lessor and Lessees will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request (A) to (y) qualify the Certificates for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (z) determine the eligibility of the Certificates for investment under the laws of such states and other jurisdictions and (B) to continue such qualifications in effect so long as required for the distribution of the Certificates (provided, however, that the Lessor and Lessees will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the Lessor and Lessees of any notification with respect to the suspension of the qualification of the Certificates for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose;

(m) The financial statements of, and other financial information regarding the Lessor and Lessees, in the Official Statement fairly present the financial position and results of the Lessor and Lessees and of the Property as of the dates and for the periods therein set forth. Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Lessor and Lessees or of the Property. The Lessor and Lessees is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the Lessor and Lessees, would have a materially adverse effect on the financial condition of the Lessor and Lessees or of the Property;

(n) Prior to the Closing the Lessor and Lessees will not offer or issue any Certificates, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by any of the revenues or assets which will secure the Certificates without the prior approval of the Underwriter;

(o) Any certificate, signed by any official of the Lessor and Lessees authorized to do so in connection with the transactions contemplated by this Agreement, shall be deemed a representation and warranty by the Lessor and Lessees to the Underwriter as to the statements made therein;

5. *Closing.*

(a) At [_____] a.m. [_____] time, on April __, 2006, or at such other time and date as shall have been mutually agreed upon by the Lessor and Lessees and the Underwriter (the "*Closing*"), the Lessor and Lessees will, subject to the terms and conditions hereof, deliver the Certificates to the Underwriter duly executed and authenticated, together with the other documents hereinafter mentioned, and the Underwriter will, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Certificates as set forth in Section 1 of this Agreement by a certified or bank cashier's check or checks or wire transfer payable in immediately available funds to the order of the

Lessor and Lessees. Payment for the Certificates as aforesaid shall be made at the offices of Bond Counsel, or such other place as shall have been mutually agreed upon by the Lessor and Lessees and the Underwriter.

(b) Delivery of the Certificates shall be made to The Depository Trust Company, New York, New York. The Certificates shall be delivered in definitive fully registered form, bearing CUSIP numbers without coupons, with one Bond for each maturity of the Certificates, registered in the name of Cede & Co., all as provided in the Indenture, and shall be made available to the Underwriter at least one business day before the Closing for purposes of inspection.

6. *Closing Conditions.* The Underwriter has entered into this Agreement in reliance upon the representations, warranties and agreements of the Lessor and Lessees contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Lessor and Lessees of their obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter's obligations under this Agreement to purchase, to accept delivery of and to pay for the Certificates shall be conditioned upon the performance by the Lessor and Lessees of their obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Lessor and Lessees of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Underwriter:

(a) The representations and warranties of the Lessor and Lessees contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) The Lessor and Lessees shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing;

(c) At the time of the Closing, (i) the Lessor Documents and Lessees Documents and the Certificates shall be in full force and effect in the form heretofore approved by the Underwriter and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Underwriter; and (ii) all actions of the Lessor and Lessees required to be taken by the Lessor and Lessees shall be performed in order for Bond Counsel and other counsel to deliver their respective opinions referred to hereafter;

(d) At or prior to the Closing, the Indenture shall have been duly executed and delivered by the Lessor and Lessees and the Trustee shall have duly executed and delivered the Certificates;

(f) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the Property, in the condition, financial or otherwise, or in the revenues or operations of the Lessor and Lessees, from that set forth in the Official Statement that in the judgment of the Underwriter, is material and adverse and that makes it, in the judgment of the Underwriter, impracticable to market the Certificates on the terms and in the manner contemplated in the Official Statement;

(g) The Lessor and Lessees shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;

(h) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions contemplated by this Agreement shall be reasonably satisfactory in legal form and effect to the Underwriter;

(i) At or prior to the Closing, the Underwriter shall have received copies of each of the following documents:

(1) The Official Statement, and each supplement or amendment thereto, if any, executed on behalf of the Lessor and Lessees by their authorized officials as may have been agreed to by the Underwriter, and the reports and audits referred to or appearing in the Official Statement;

(2) The Indenture with such supplements or amendments as may have been agreed to by the Underwriter;

(3) The Undertaking of the Lessor and Lessees which satisfies the requirements of section (b)(5)(i) of the Rule;

(4) the approving opinion of Bond Counsel with respect to the Certificates, in substantially the form attached to the Official Statement;

(5) a supplemental opinion of Bond Counsel addressed to the Underwriter, substantially to the effect that:

(i) the Indenture has been duly adopted and is in full force and effect;

(ii) the Certificates are exempted securities under the Securities Act of 1933, as amended (the "1933 Act"), and the Trust Indenture Act of 1939, as amended (the "*Trust Indenture Act*") and it is not necessary, in connection with the offering and sale of the Certificates, to register the Certificates under the 1933 Act or to qualify the Indenture under the Trust Indenture Act;

(iii) the statements and information contained in the Official Statement under the captions describing the Certificates, the Lessor Documents and Lessees Documents and tax exemption fairly and accurately summarized the matters purported to be summarized therein; and

(iv) based on the examinations which they have made as Bond Counsel and their participation at conferences at which the Official Statement was discussed, but without having undertaken to determine independently the accuracy or completeness of the statements in the Official Statement other than those described in subparagraph (iii) of this subsection above, such counsel has no reason to believe that the Official Statement as of its date and as of the date hereof contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for any financial, forecast, technical and statistical data included in the Official Statement and except for information regarding the Depository and its book-entry system, in each case as to which no view need be expressed);

(7) An opinion of the Lessor Counsel and Lessees's Counsel, addressed to the Underwriter, to the effect that:

(i) The Lessor is a nonprofit corporation duly created, organized and existing under the laws of the State and has full legal right, power and authority under the Lease and the Indenture (A) to enter into, execute and deliver the Lessor Documents and all documents required hereunder and thereunder to be executed and delivered by the Lessor, (B) to sell, issue and deliver the Certificates to the Underwriter as provided herein, and (C) to carry out and consummate the transactions contemplated by the Lessor Documents, and the Official Statement and (iv) to operate the Property (as defined in the Official Statement)], and the Lessor has complied, and will at the Closing be in compliance in all respects, with the terms of the Lessor Documents and Lessees Documents as they pertain to such transactions;

The Lessor and Lessees are political subdivision of the Stateduly created, organized and existing under the laws of the State, and have full legal right, power and authority under the Lease (A) to enter into, execute and deliver Lessees Documents and all documents required hereunder and thereunder to be executed and delivered by the Lessees, (B) to sell, issue and deliver the Certificates to the Underwriter as provided herein, and (C) to carry out and consummate the transactions contemplated by the Lessees Documents, and the Official Statement and (iv) to operate the Property (as defined in the Official Statement), and the Lessor and Lessees has complied, and will at the Closing be in compliance in all respects, with the terms of the Act and the Lessor and Lessees Documents as they pertain to such transactions;

(ii) By all necessary official action of the Lessor and Lessees prior to or concurrently with the acceptance hereof, the Lessor and Lessees have duly authorized all necessary action to be taken by it for (A) the adoption of the Indenture and the issuance and sale of the Certificates, (B) the approval, execution and delivery of, and the performance by the Lessor and Lessees of the obligations on their part, contained in the Certificates, the Lessor and Lessees Documents, and (C) the consummation by it of all other transactions contemplated by the Official Statement, the Lessor Documents and Lessees Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Lessor and Lessees in order to carry out, give effect to, and consummate the transactions contemplated herein and in the Official Statement;

(iii) The Indenture was duly and validly adopted by the Lessor and is in full force and effect; the Indenture and all other proceedings pertinent to the validity and enforceability of the Certificates have been duly and validly adopted or undertaken in compliance with all applicable procedural requirements of the Lessor and Lessees and in compliance with the Constitution and laws of the State;

(iv) The Lessor Documents and the Lessees Documents have been duly authorized, executed and delivered by the Lessor and Lessees, and constitute legal, valid and binding obligations of the Lessor and Lessees enforceable against the Lessor and Lessees in accordance with their respective terms, except to the extent limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws and equitable principles of general application relating to or affecting the enforcement of creditors' rights; and the Certificates, when issued, delivered and paid for, in accordance with the Indenture and

this Agreement, will constitute legal, valid and binding obligations of the Lessor and Lessees entitled to the benefits of the Indenture and enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; upon the issuance, authentication and delivery of the Certificates as aforesaid, the Indenture will provide, for the benefit of the holders, from time to time, of the Certificates, the legally valid and binding pledge of and lien it purports to create as set forth in the Indenture;

(v) The distribution of the Preliminary Official Statement and the Official Statement has been duly authorized by the Lessor and Lessees;

(vi) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Lessor and Lessees of its obligations under the Lessor and Lessees Documents and the Certificates [or with respect to the Property] have been obtained;

(vii) There is no legislation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the Lessor and Lessees, after due inquiry threatened against the Lessor and Lessees, affecting the corporate existence of the Lessor and Lessees or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Certificates or the security for Certificates pursuant to the Indenture or in any way contesting or affecting the validity or enforceability of the Certificates, the Lessor Documents and Lessees Documents, or contesting the exclusion from gross income of interest on the Certificates for federal income tax purposes or state income tax purposes, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of the Lessor and Lessees or any authority for the issuance of the Certificates, the adoption of the Indenture or the execution and delivery of the Lessor Documents and Lessees Documents, nor, to the best knowledge of the Lessor and Lessees, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Certificates, or the Lessor Documents and the Lessees Documents;

(viii) The execution and delivery of the Lessor Documents and the Lessees Documents and compliance by the Lessor and Lessees with the provisions hereof and thereof, under the circumstances contemplated herein and therein, will not conflict with or constitute on the part of the Lessor and Lessees a material breach of or a default under any agreement or instrument to which the Lessor and Lessees is a party, or violate any existing law, administrative regulation, court order, or consent decree to which the Lessor and Lessees are subject; and

(8) A certificate, dated the date of Closing, of the Lessor and Lessees to the effect that (i) the representations and warranties of the Lessor and Lessees contained herein are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing; (ii) no

litigation or proceeding against them is pending or, to its knowledge, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the Lessor and Lessees to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Lessor and Lessees, (c) contest the validity, due authorization and execution of the Certificates or the Lessor Documents or the Lessees Documents or (d) attempt to limit, enjoin or otherwise restrict or prevent the Lessor and Lessees from functioning and collecting revenues, including payments on the Certificates, pursuant to the Indenture, (iii) the ordinances of the Lessees and the resolution of the Lessor authorizing the execution, delivery and/or performance of the Official Statement, the Certificates and the Lessees Documents and Lessor Documents have been duly adopted by the Lessees and the Lessor, are in full force and effect and have not been modified, amended or repealed, and (iv) to the best of its knowledge, no event affecting the Lessor and the Lessees have occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which made, not misleading in any respect as of the time of Closing, and the information contained in the Official Statement is correct in all material respects and, as of the date of the Official Statement did not, and as of the date of the Closing does not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

(9) A certificate of the Lessor and Lessees in form and substance satisfactory to Bond Counsel and counsel to the Underwriter (a) setting forth the facts, estimates and circumstances in existence on the date of the Closing, which establish that it is not expected that the proceeds of the Certificates will be used in a manner that would cause the Certificates to be “arbitrage Certificates” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code, and (b) certifying that to the best of the knowledge and belief of the Lessor and Lessees there are no other facts, estimates or circumstances that would materially change the conclusions, representations and expectations contained in such certificate;

(10) Any other certificates and opinions required by the Indenture for the issuance thereunder of the Certificates;

(11) A letter from the Lessees’s Auditor with respect to the performance of certain agreed upon procedures requested by the Underwriter;

(12) Evidence satisfactory to the Underwriter that the Certificates have been rated by _____ and that all such ratings are in effect as of the date of Closing; and

(13) Such additional legal opinions, certificates, instruments and other documents as the Underwriter or counsel to the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the Lessor and Lessees’s representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Lessor and Lessees on or prior to the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by the Lessor and Lessees.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriter.

If the Lessor and Lessees shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Certificates contained in this Agreement, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Certificates shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriter nor the Lessor and Lessees shall be under any further obligation hereunder, except that the respective obligations of the Lessor and Lessees and the Underwriter set forth in Sections 4, 7 and 9(c) hereof shall continue in full force and effect.

7. *Termination.* The Underwriters shall have the right to cancel their obligation to purchase the Bonds if, between the date of this Agreement and the Closing, the market price or marketability of the Bonds shall be materially adversely affected, in the sole judgment of the Representative, by the occurrence of any of the following:

(a) legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or the the Colorado legislature or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation or state income taxation upon revenues or other income of the general character to be derived by the Lessor pursuant to the Indenture, or upon interest received on obligations of the general character of the Certificates [or, with respect to state taxation,]of the interest on the Certificates as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences or state income tax consequences of any of the transactions contemplated herein;

(b) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Certificates, including any or all underlying arrangements, are not exempt from registration under or other requirements of the 1933 Act, or that the Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the Certificates, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(c) any state blue sky or securities commission or other governmental agency or body shall have withheld registration, exemption or clearance of the offering of the Certificates as described herein, or issued a stop order or similar ruling relating thereto;

(d) a general suspension of trading in securities on the New York Stock Exchange or the American Stock Exchange, the establishment of minimum prices on either such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so;

(e) the New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Certificates or as to obligations of the general character of the Certificates, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, Underwriter;

(f) any amendment to the federal or state Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Lessees, their property, income securities (or interest thereon), or the validity or enforceability of the Base Rentals to pay principal of and interest on the Certificates;

(g) any event occurring, or information becoming known which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(h) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the Lessor and Lessees, except for changes which the Official Statement discloses are expected to occur;

(i) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crisis, financial or otherwise;

(j) any fact or event shall exist or have existed that, in the Underwriter's judgment, requires or has required an amendment of or supplement to the Official Statement;

(k) there shall have occurred any downgrading, or any notice shall have been given of any intended or potential downgrading; and

(l) the purchase of and payment for the Certificates by the Underwriter, or the resale of the Certificates by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission.

8. *Expenses.* (a) The Underwriter shall be under no obligation to pay, and the Lessor and Lessees shall pay, any expenses incident to the performance of the Lessor and Lessees's obligations hereunder, including, but not limited to (i) the cost of preparation and printing of the Certificates, (ii) the fees and disbursements of Bond Counsel and counsel to the Lessor and Lessees; (iii) the fees and disbursements of the Financial Advisor to the Lessor and Lessees; (iv) the fees and disbursements of any other engineers, accountants, and other experts, consultants or advisers retained by the Lessor and Lessees; and (v) the fees for bond ratings.

(b) The Underwriter shall pay (i) the cost of preparation and printing of this Agreement, the Blue Sky Survey and Legal Investment Memorandum; (ii) all advertising expenses in connection with the public offering of the Certificates; and (iii) all other expenses incurred by them in connection with the public offering of the Certificates, including the fees and disbursements of counsel retained by the Underwriter.

(c) If this Agreement shall be terminated by the Underwriter because of any failure or refusal on the part of the Lessor and Lessees to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason the Lessor and Lessees shall be unable to perform its obligations under this Agreement, the Lessor and Lessees will reimburse the Underwriter for all out-of-pocket expenses (including the fees and disbursements of counsel to the Underwriter) reasonably incurred by the Underwriter in connection with this Agreement or the offering contemplated hereunder.

9. *Notices.* Any notice or other communication to be given to the Lessor and Lessees under this Agreement may be given by delivering the same in writing at the addresses set forth in the Lease and any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to RBC Capital Markets at the address set forth in the Lease.

10. *Parties in Interest.* This Agreement as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Lessor and Lessees and the Underwriter (including successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. This Agreement may not be assigned by the Lessor and Lessees. All of the Lessor and Lessees's representations, warranties and agreements contained in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of any of the Underwriter; (ii) delivery of and payment for the Certificates pursuant to this Agreement; and (iii) any termination of this Agreement.

11. *Effectiveness.* This Agreement shall become effective upon the acceptance hereof by the Lessor and Lessees and shall be valid and enforceable at the time of such acceptance.

12. *Choice of Law.* This Agreement shall be governed by and construed in accordance with the law of the State.

13. *Severability.* If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

14. *Business Day.* For purposes of this Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

15. *Section Headings.* Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

16. *Counterparts.* This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

If you agree with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Underwriter. This Agreement shall become a binding agreement between you and the Underwriter when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Respectfully submitted,

RBC CAPITAL MARKETS

By _____

Name _____

Title _____

Date _____

ACCEPTANCE

ACCEPTED this ___ day of March, 2006

By The Broomfield-Westminster Open Space Foundation, Inc.

Name _____

Title _____

By City and County of Broomfield, Colorado

Name _____

Title _____

By City of Westminster, Colorado

Name _____

Title _____

Schedule I

[insert principal amount, dated date, maturities,
interest rates, sinking fund, and optional
redemption provisions of the Certificates]

CONTINUING DISCLOSURE UNDERTAKING

THIS UNDERTAKING (the "Continuing Disclosure Undertaking" or the "Undertaking") is executed and delivered by The Broomfield-Westminster Open Space Foundation, Inc. a Colorado nonprofit corporation (the "Lessor"), the City and County of Broomfield, Colorado ("Broomfield") and the City of Westminster, Colorado ("Westminster") in connection with Certificates of Participation, Series 2006 (the "Certificates") evidencing assignments of proportionate interests in rights to receive certain revenues pursuant to the Open Space Lease Purchase Agreement (the "Lease") among the Lessor and Broomfield and Westminster as Lessees (collectively, the "Lessees"). The Certificates are issued in accordance with and are secured by a Mortgage and Indenture of Trust (the "Indenture") between the Lessor and American National Bank, as Trustee (the "Trustee").

In consideration of the purchase of the Certificates by the Participating Underwriter (as defined below), the Lessor and the Lessees covenant and agree as follows:

SECTION 1. *Purpose of the Undertaking.* This Undertaking is being executed and delivered by the Lessor and Lessees for the benefit of the Owners of the Certificates and in order to allow the Participating Underwriter to comply with Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission (the "Commission") under the Securities Exchange Act of 1934, as amended.

SECTION 2. *Definitions.* The definitions set forth in the Lease and Indenture apply to any capitalized term used in this Undertaking unless otherwise defined in this Section. As used in this Undertaking, the following capitalized terms shall have the following meanings:

"Annual Financial Information" means the financial information or operating data with respect to Broomfield and Westminster delivered annually, pursuant to Section 3 hereof, of the type set forth in the Official Statement in APPENDICES H and I, respectively, and any other financial information or operating data with respect to Broomfield and Westminster similar to the foregoing contained in the Official Statement. Annual Financial Information may, but is not required to, include Audited Financial Statements. Annual Financial Information may be provided in any format deemed convenient by Broomfield and Westminster.

"Audited Financial Statements" means the annual financial statements for Broomfield and Westminster, prepared in accordance with generally accepted accounting principles as in effect from time to time, audited by a firm of certified public accountants.

"Events" means any of the events listed in Section 4(a) of this Undertaking.

"MSRB" means the Municipal Securities Rulemaking Board.

"National Repository" shall mean all of the Nationally Recognized Municipal Securities Information Repositories for purposes of the Rule, as recognized from time to time by the SEC and as currently listed on the Internet at the website www.sec.gov/info/municipal/nrmsir.htm.

"Official Statement" means the final Official Statement dated March __, 2006, together with any supplements thereto prior to the date the Certificates are issued, delivered in connection with the original issue and sale of the Certificates.

"Owners(s) of the Certificates" means the registered owners of the Certificates, and so long as the Certificates are subject to the Book Entry System, any person who, through any contract arrangement or otherwise, has or shares investment power with respect to the Certificates, which includes the power to dispose, or direct the disposition, of the Certificates.

"Participating Underwriter" means RBC Capital Markets, Denver, Colorado, the original underwriter of the Certificates and the party required to comply with Rule 15c2-12 in connection with the offering of the Certificates, or any successor known to Lessor and the Lessees.

"Repositories" means each National Repository and the State Repository, if any.

"Repository Agent" shall mean any filing system approved by the SEC for transmission of filings under the Rule for submission to the Repositories, including without limitation the central post office known as DisclosureUSA, currently managed by the Municipal Advisory Council of Texas and located on the Internet at the website www.DisclosureUSA.org.

"Rule 15c2-12" means Rule 15c2-12 adopted by the Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State Repository" means the public or private repository or entity, if any, designated by the State of Colorado as a state information depository for purposes of Rule 15c2-12. As of the date of this Undertaking, there is no State Repository for the State of Colorado.

SECTION 3. *Provision of Annual Financial Information.*

(a) Commencing with the Fiscal Year ended December 31, 2006, and annually while the Certificates remain outstanding, Broomfield and Westminster shall provide to either the Repositories or the Repository Agent the Annual Financial Information and Audited Financial Statements with respect to Broomfield and Westminster.

(b) Such Annual Financial Information with respect to Broomfield and Westminster shall be provided not later than June 1 following the end of each Fiscal year. If not provided as a part of the Annual Financial Information, the Audited Financial Statements with respect to Broomfield and Westminster will be provided when available, but in no event later than June 1 after the end of each Fiscal Year.

(c) Broomfield and Westminster may provide Annual Financial Information and Audited Financial Statements with respect to Broomfield and Westminster by specific cross-reference to other documents, which have been submitted to the Repositories or the Repository Agent, or filed with the Commission. If the document so referenced is a final official statement within the meaning of Rule 15c2-12, such final official statement must be available from the

MSRB. Broomfield and Westminster shall clearly identify each such other document provided by cross-reference.

SECTION 4. *Reporting of Events.*

(a) This Section 4 shall govern the giving of notices of the occurrence of any of the following Events with respect to the Certificates to any of the following: (i) the MSRB and the State Repository, if any; or (ii) the National Repositories and the State Repository, if any; or (iii) a Repository Agent:

1. Principal and interest payment delinquencies.
2. Non-payment related defaults.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on any credit enhancement relating to the Certificates reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions or other event affecting the tax-exempt status of the Certificates.
7. Modifications to rights of the Owners of the Certificates.
8. Notice of optional or unscheduled redemption of any Certificates.
9. Defeasances.
10. Release, substitution or sale of property securing repayment of the Certificates.
11. Rating changes.

(b) Whenever the Lessor and Lessees obtain knowledge of the occurrence of an Event, the Lessor and Lessees shall file, in a timely manner, a notice of such occurrence with the MSRB and the State Repository, with a copy to the Participating Underwriter. Notwithstanding the foregoing, notice of Events described in subsections (a)(8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Certificates pursuant to the Indenture

(c) At any time the Certificates are outstanding, Broomfield and Westminster shall provide, in a timely manner, to the MSRB and the State Repository, or a Repository Agent, with a copy to the Participating Underwriter, notice of any failure of Broomfield and Westminster to

timely provide the Annual Financial Information and Audited Financial Statements as specified in Section 3 hereof.

SECTION 5. *Term.* This Undertaking shall be in effect from and after the issuance and delivery of the Certificates and shall extend to the earlier of (i) the date all principal and interest on the Certificates shall have been deemed paid pursuant to the terms of the Indenture; (ii) the date that the Lessor and Lessees shall no longer constitute "obligated persons" with respect to the Certificates within the meaning of Rule 15c2-12; and (iii) the date on which those portions of Rule 15c2-12 which require this Undertaking are determined to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Certificates, which determination shall be evidenced by an opinion of nationally recognized bond counsel selected by the Lessor and Lessees, a copy of which opinion shall be given to the Participating Underwriter. Broomfield and Westminster shall file a notice of any such termination with the Repositories, a Repository Agent, or the MSRB and with any State Repository.

SECTION 6. *Amendment; Waiver.* Notwithstanding any other provision of this Undertaking, the Lessor and Lessees may amend this Undertaking, and any provision of this Undertaking may be waived (a) if such amendment occurs prior to the actual issuance and delivery of the Certificates and the Participating Underwriter consents thereto, or (b) if such amendment or waiver is otherwise consistent with Rule 15c2-12. Written notice of any such amendment or waiver shall be provided by Broomfield and Westminster to the Repositories or the Repository Agent or the MSRB and any State Repository and the Annual Financial Information shall explain the reasons for the amendment and the impact of any change in the type of information being provided.

SECTION 7. *Additional Information.* Nothing in this Undertaking shall be deemed to prevent Broomfield and Westminster from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other annual information or notice of occurrence of an event which is not an Event, in addition to that which is required by this Undertaking; provided that Broomfield and Westminster shall not be required to do so. If Broomfield and Westminster chooses to include any annual information or notice of occurrence of an event in addition to that which is specifically required by this Undertaking, Broomfield and Westminster shall have no obligation under this Undertaking to update such information or include it in any future annual filing or notice of occurrence of an Event.

SECTION 8. Beneficiaries. This Undertaking shall inure solely to the benefit of Broomfield and Westminster, the Participating Underwriter and Owners from time to time of the Certificates, and shall create no rights in any other person or entity.

Date: April 15, 2006.

THE BROOMFIELD-WESTMINSTER,
OPEN SPACE FOUNDATION, INC.
as Lessor

(S E A L)

Co-President

Co-President

ATTESTED:

Secretary

CITY AND COUNTY OF BROOMFIELD,
COLORADO
as Lessee

(S E A L)

ATTESTED:

Mayor

City Clerk

CITY OF WESTMINSTER, COLORADO
as Lessee

(S E A L)

ATTESTED:

Mayor

City Clerk

PRELIMINARY OFFICIAL STATEMENT DATED MARCH __, 2006

**NEW ISSUE
BOOK-ENTRY ONLY**

RATINGS: MOODY'S: _____

FITCH: _____

See "RATINGS"

[INSURANCE _____

See "BOND INSURANCE"]

In the opinion of Bond Counsel, subject to compliance by the City and County of Broomfield, Colorado ("Broomfield") and the City of Westminster, Colorado ("Westminster") with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the portion of the Base Rentals which is designated in the Lease and paid by Broomfield and Westminster as interest on the Certificates, including original issue discount properly allocable to the owners of the Certificates, is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; it should be noted, however, that for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest and such original issue discount are taken into account in determining adjusted current earnings. To the extent the portion of the Base Rentals which is designated in the Lease and paid by Broomfield and Westminster as interest on the Certificates, including original issue discount properly allocable to the owners of the Certificates, is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax, such interest and such original issue discount are not subject to income taxation by the State of Colorado. See "LEGAL OPINION AND TAX EXCLUSION."

\$9,500,000*

CERTIFICATES OF PARTICIPATION, SERIES 2006

Evidencing Assignments of Proportionate

Interests in Rights to Receive Certain Revenues

Pursuant to an

OPEN SPACE LEASE PURCHASE AGREEMENT

among

THE BROOMFIELD-WESTMINSTER

OPEN SPACE FOUNDATION, INC., as Lessor

and

THE CITY AND COUNTY OF BROOMFIELD, COLORADO

AND

THE CITY OF WESTMINSTER, COLORADO,

as Lessees

Dated: Date of Delivery

**Due: December 1,
as shown below**

The Certificates of Participation, Series 2006 (the "Series 2006 Certificates" or the "Certificates") evidence assignments of proportionate interests in rights to receive certain revenues pursuant to an annually renewable Open Space Lease Purchase Agreement dated as of April 15, 2006 (the "Lease"), among The Broomfield-Westminster Open Space Foundation, Inc., a Colorado nonprofit corporation, as Lessor (the "Foundation" or the "Lessor"), and the City and County of Broomfield, Colorado, ("Broomfield") and the City of Westminster, Colorado, ("Westminster") as Lessees (collectively, the "Lessees"), pursuant to which the Lessees will lease from the Lessor approximately 110 acres of land (the "Property"). The Certificates will be secured by the Property. The Property is a part of a larger parcel of land of approximately 150 acres (the "Open Space Land"), 40 acres of which will be acquired by the Foundation with funds from grant from Adams County and Great Outdoors Colorado. The Certificates will be issued in accordance with and are secured by a Mortgage and Indenture of Trust dated as of April 15, 2006 (the "Indenture"), between the Lessor and American National Bank, Denver, Colorado, as Trustee (the "Trustee"), pursuant to which the Lessor will assign to the Trustee, for the benefit of the Owners of the Certificates, its interest in the Lease, as well as a mortgage and security interest in the Property.

The Series 2006 Certificates are being issued as fully registered certificates in book entry form only in denominations of \$5,000 and integral multiples thereof. The Series 2006 Certificates are to be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, to which payment of principal and interest on the Series 2006 Certificates will be made. Purchasers of the Series 2006 Certificates will not receive physical delivery of certificates. Principal of each Series 2006 Certificates will be payable upon maturity thereof, as shown below. Interest on the Series 2006 Certificates, at the rates set forth below, will be payable on June 1 and December 1 of each year, commencing on June 1, 2006. So long as DTC or its nominee, Cede & Co., is the Registered Owner, such payments will be made directly to such Registered Owner. DTC is expected, in turn, to remit such principal and interest to the DTC Participants (herein defined) for subsequent disbursement to the Beneficial Owners of the Series 2006 Certificates. See "THE SERIES 2006 CERTIFICATES" and APPENDIX C – "BOOK-ENTRY ONLY SYSTEM."

MATURITY SCHEDULE
(6-digit CUSIP Issuer Number: _____)

Maturity (December 1)	Principal Amount	Interest Rate	Yield	CUSIP Number
2006	\$665,000			
2007	525,000			
2008	540,000			
2009	565,000			
2010	590,000			
2011	615,000			
2012	640,000			
2013	665,000			
2014	700,000			
2015	730,000			
2016	765,000			
2017	230,000			
2018	240,000			
2019	250,000			
2020	260,000			
2021	275,000			
2022	290,000			
2023	305,000			
2024	315,000			
2025	335,000			

The Certificates are subject to mandatory, optional and extraordinary mandatory redemption prior to maturity as set forth in "THE SERIES 2006 CERTIFICATES--Prior Redemption."

[Payment of the principal of and interest on the Certificates when due will be insured by a municipal bond insurance policy to be issued by:

simultaneously with the delivery of the Certificates. See "CERTIFICATE INSURANCE."]

NEITHER THE LEASE NOR THE CERTIFICATES CONSTITUTE A GENERAL OBLIGATION OR MULTIPLE FISCAL-YEAR DIRECT OR INDIRECT DEBT OR OTHER FINANCIAL OBLIGATION WHATSOEVER OF THE LESSEES WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION. NONE OF THE LEASE, THE INDENTURE OR THE CERTIFICATES DIRECTLY OR INDIRECTLY OBLIGATES THE LESSEES TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED FOR ANY FISCAL YEAR IN WHICH THE LEASE SHALL BE IN EFFECT. EXCEPT TO THE EXTENT PAYABLE FROM THE PROCEEDS OF THE SALE OF THE CERTIFICATES AND INCOME FROM THE INVESTMENT THEREOF, FROM THE RESERVE FUND, FROM NET PROCEEDS OF CERTAIN INSURANCE POLICIES AND CONDEMNATION AWARDS, FROM NET PROCEEDS OF THE LEASING OF OR A LIQUIDATION OF THE TRUSTEE'S INTEREST IN THE PROPERTY OR FROM OTHER AMOUNTS MADE AVAILABLE UNDER THE INDENTURE, THE CERTIFICATES WILL BE PAYABLE DURING THE LEASE TERM SOLELY FROM BASE RENTALS TO BE PAID BY THE LESSEES UNDER THE LEASE. ALL PAYMENT OBLIGATIONS OF THE LESSEES UNDER THE LEASE INCLUDING, WITHOUT LIMITATION, THE OBLIGATION OF THE LESSEES TO PAY BASE RENTALS, ARE FROM YEAR TO YEAR ONLY AND DO NOT CONSTITUTE A MANDATORY PAYMENT OBLIGATION OF THE LESSEES IN ANY FISCAL YEAR BEYOND A FISCAL YEAR IN WHICH THE LEASE SHALL BE IN EFFECT. THE LEASE IS SUBJECT TO ANNUAL RENEWAL AT THE OPTION OF EACH OF THE LESSEES AND WILL BE TERMINATED UPON THE OCCURRENCE OF AN EVENT OF NONAPPROPRIATION OR EVENT OF DEFAULT BY BOTH LESSEES. IN SUCH EVENT, ALL PAYMENTS FROM THE LESSEES UNDER THE LEASE WILL TERMINATE, AND THE CERTIFICATES AND THE INTEREST THEREON WILL BE PAYABLE FROM CERTAIN MONEYS, IF ANY, HELD BY THE TRUSTEE UNDER THE INDENTURE AND ANY MONEYS MADE AVAILABLE BY ACTION OF THE TRUSTEE REGARDING THE PROPERTY. SEE "THE SERIES 2006 CERTIFICATES."

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors should read this entire Official Statement, particularly the section entitled "SPECIAL FACTORS" to obtain information essential to the making of an investment decision.

The Certificates are offered when, as, and if issued by the Trustee and accepted by the original purchasers, subject to: Prior sale; the approving legal opinion of Hahn, Smith, Walsh & Mancuso, P.C., Attorneys at Law, Denver, Colorado as Bond Counsel; and the approval of certain legal matters by Hahn, Smith, Walsh & Mancuso, P.C., as Special Disclosure Counsel to the Foundation and Lessees.

It is expected that the Certificates will be available for delivery in New York, New York on or about April 21, 2006.

RBC CAPITAL MARKETS

The date of this Official Statement is April __, 2006

USE OF INFORMATION IN THIS OFFICIAL STATEMENT

This Official Statement, which includes the cover page, does not constitute an offer to sell or the solicitation of an offer to buy any of the Certificates in any jurisdiction in which it is unlawful to make such offer, solicitation, or sale. No dealer, salesperson, or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement in connection with the offering of the Certificates, and if given or made, such information or representation must not be relied upon as having been authorized by Broomfield, Westminster, the Foundation, or the Underwriter.

The information set forth herein has been obtained from the sources referenced throughout this Official Statement and from other sources believed to be reliable. No representation or warranty is made, however, as to the accuracy or completeness of such information, and nothing contained herein is, or shall be relied upon as, a guarantee of Broomfield, Westminster, the Foundation, or the Underwriter. This Official Statement contains, in part, estimates and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates and opinions, or that they will be realized.

The information, estimates, and expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale of the Certificates shall, under any circumstances, create any implication that there has been no change in the affairs of the Broomfield or Westminster, or in the information, estimates or opinions set forth herein, since the date of this Official Statement.

This Official Statement has been prepared only in connection with the original offering and sale of the Certificates and may not be reproduced or used in whole or in part for any other purpose.

THE PRICES AT WHICH THE CERTIFICATES ARE OFFERED TO THE PUBLIC BY THE UNDERWRITER (AND THE YIELDS RESULTING THEREFROM) MAY VARY FROM THE INITIAL PUBLIC OFFERING PRICES OR YIELDS APPEARING ON THE COVER PAGE HEREOF. IN ADDITION, THE UNDERWRITER MAY ALLOW CONCESSIONS OR DISCOUNTS FROM SUCH INITIAL PUBLIC OFFERING PRICES OR YIELDS TO DEALERS AND OTHERS. IN ORDER TO FACILITATE DISTRIBUTION OF THE CERTIFICATES, THE UNDERWRITER MAY ENGAGE IN TRANSACTIONS INTENDED TO STABILIZE THE PRICE OF THE CERTIFICATES AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

**THE BROOMFIELD-WESTMINSTER
OPEN SPACE FOUNDATION, INC.
BOARD OF DIRECTORS**

Karen Stuart, Co-Chair
Nancy McNally, Co-Chair
George Di Ciero
J. Brent McFall
Steve Kaverman
Mary Lindsey
(Vacant)

**CITY AND COUNTY OF BROOMFIELD,
COLORADO
CITY COUNCIL**

Karen Stuart, Mayor
Randy Ahrens, Mayor Pro-Tem
Vince Buzek
Lori Cox
Bette Erickson
Bob Gaiser
Steve Kaverman
Brian Kenyon
Dennis McCloskey
Linda Reynolds
Walt Spader

BROOMFIELD OFFICIALS

George Di Ciero, City and County Manager
Charles S. Ozaki, Deputy City and County Manager
Gregory W. Demko, Finance Director
William A. Tuthill III, Esq., City and County Attorney
Vicki Marcy, City Clerk

**CITY OF WESTMINSTER, COLORADO
CITY COUNCIL**

Nancy McNally, Mayor
Tim Kauffman, Mayor Pro-Tem
Chris Dittman
Mark L. Kaiser
Mary Lindsey
Scott Major
Jo Ann Price

WESTMINSTER OFFICIALS

J. Brent McFall, City Manager
Stephen P. Smithers, Assistant City Manager
Tammy A. Hitchens, CPA, Finance Director
Robert C. Smith, Treasury Manager
Martin L. McCullough, Esq., City Attorney
Linda Yeager, City Clerk

TRUSTEE

AMERICAN NATIONAL BANK
Denver, Colorado

AUDITORS FOR BROOMFIELD AND WESTMINSTER

CLIFTON GUNDERSON LLP
Greenwood Village, Colorado

UNDERWRITER

RBC CAPITAL MARKETS
Denver, Colorado

BOND AND SPECIAL DISCLOSURE COUNSEL TO THE LESSEES

Hahn, Smith, Walsh & Mancuso, P.C.
Denver, Colorado

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OFFICIAL STATEMENT

\$9,500,000*

CERTIFICATES OF PARTICIPATION, SERIES 2006

**Evidencing Assignments of Proportionate
Interests in Rights to Receive Certain Revenues**

**Pursuant to an
OPEN SPACE LEASE PURCHASE AGREEMENT**

among

**THE BROOMFIELD-WESTMINSTER
OPEN SPACE FOUNDATION, INC., as Lessor**

and

THE CITY AND COUNTY OF BROOMFIELD, COLORADO

AND

THE CITY OF WESTMINSTER, COLORADO,

as Lessees

INTRODUCTION AND SUMMARY

This Official Statement, which includes its cover page and appendices, is furnished to prospective purchasers of \$9,500,000* Certificates of Participation, Series 2006, evidencing assignments of proportionate interests in rights to receive certain revenues hereinafter described pursuant to an Open Space Lease Purchase Agreement dated as of April 15, 2006, among The Broomfield-Westminster Open Space Foundation, Inc., as Lessor, and the City and County of Broomfield, Colorado, and the City of Westminster, as Lessees. The Broomfield-Westminster Open Space Foundation, Inc, as Lessor, will assign to American National Bank, Denver, Colorado, as Trustee, its interest in the Open Space Lease Purchase Agreement. The offering of Certificates is made only by way of this Official Statement, which supersedes any other information or materials used in connection with the offer or sale of the Certificates. Accordingly, prospective purchasers should read this entire Official Statement before making an investment decision. Additional information concerning The Broomfield-Westminster Open Space Foundation, Inc., the City and County of Broomfield, Colorado, the City of Westminster, Colorado, the Certificates and other aspects of this offering may be obtained from the Underwriter or The Broomfield-Westminster Open Space Foundation, Inc., the City and County of Broomfield, Colorado, and the City of Westminster, Colorado, at the addresses set forth in the section entitled "ADDITIONAL INFORMATION."

The following material is qualified in its entirety by the more complete information contained throughout this Official Statement, and detachment or other use of this "INTRODUCTION AND SUMMARY" without the entire Official Statement, including the cover page and the appendices, is unauthorized.

The Broomfield-Westminster Open Space Foundation, Inc.

The Broomfield-Westminster Open Space Foundation, Inc., a Colorado nonprofit corporation (the "Lessor" or the "Foundation"), was organized on December 13, 2005, for the purposes of, among other things, acquiring approximately 150 acres of land to be used as open space and leasing

such property to the City and County of Broomfield, Colorado and the City of Westminster, Colorado. The Property is a part of a larger parcel of land of approximately 150 acres (the "Open Space Land"), 40 acres of which will be acquired by the Foundation with funds from grants from Adams County and Great Outdoors Colorado. See "THE FOUNDATION" and "THE PROPERTY."

The City and County of Broomfield, Colorado

The City of Broomfield, Colorado was incorporated on June 6, 1961, and became a home rule city under the Constitution of Colorado on adoption of its Charter on November 5, 1974. In May, 1998, the Colorado General Assembly adopted a Resolution which placed the creation of the City and County of Broomfield on the ballot for November 3, 1998, statewide election that approved the creation of the City and County of Broomfield. On November 15, 2001, all areas within the City of Broomfield, Colorado were detached from the counties of Adams, Boulder, Jefferson and Weld and became the City and County of Broomfield, the 15th largest county in Colorado.

The City and County of Broomfield ("Broomfield") is located along the U.S. 36 Corridor, approximately midway between Denver and Boulder, and encompasses approximately 21,632 acres. See "REGIONAL MAP" herein. Since its incorporation in 1961, Broomfield has grown from approximately 4,500 residents to its present estimated 2004 population of 48,548, as estimated by the Broomfield's Planning Department. See "BROOMFIELD"

The City of Westminster, Colorado

The City of Westminster, Colorado ("Westminster") is located in western Adams and northeastern Jefferson Counties, two miles from the northwestern boundary of Denver. See "REGIONAL MAP" herein. Westminster encompasses approximately 33 square miles and its current estimated population is 107,363. Incorporated as a municipal corporation in 1911, Westminster became a home rule municipality in 1958 upon adoption of its Home-Rule Charter. See "WESTMINSTER"

Purpose

The Certificates are being used to finance approximately 110 acres of open space land (the "Property"). The Property is a part of a larger parcel of land of approximately 150 acres (the "Open Space Land"), 40 acres of which will be acquired by the Foundation with funds from grant from Adams County and Great Outdoors Colorado. The Foundation will acquire the Property from a trust with the net proceeds of the Certificates. Upon acquisition Property, the Property will be subject to the Lease and the Indenture. See "THE CERTIFICATES - Source and Use Of Proceeds and "THE PROPERTY."

Authority for Issuance

The Certificates are being issued pursuant to a resolution adopted by the Board of Directors of the Foundation and the Mortgage and Indenture of Trust. The issuance of the Certificates was approved by ordinances adopted by the City Councils of Broomfield and Westminster under authority granted by Article XX of the Constitution of the State of Colorado and Broomfield and Westminster's Home-Rule Charters.

The Property

The Property consists of approximately 110 acres of the approximately 150 acre parcel of Open Space Land. The Open Space Land is located to the east of Lowell Boulevard, north of West 120th Avenue, and south of West 124th Avenue in Westminster. The eastern side of the Open Space Land is adjacent to Westminster's Big Dry Creek open space that connects to Broomfield's Willow Park open space. The Constitutional Amendment creating the City and County of Broomfield specifically allows Broomfield to acquire land outside its borders for public purposes including parks and open space.

The Foundation has entered into a Purchase and Sale Agreement dated December 14, 2005 (the "Purchase Agreement") with the John Metzger Trust and Betty Metzger, an individual (collectively, the "Sellers"). The total purchase price for the Open Space Land is \$11,000,000 and includes all of the surface and sub-surface mineral estate, some personal property, and water shares. Broomfield and Westminster each paid a non-refundable amount of \$37,500 at the time the Purchase Agreement was signed for a total down payment of \$75,000. Approximately \$8,300,000 of the proceeds of the Certificates will be used to acquire the Property. Grants from Adams County and Great Outdoors Colorado and other Westminster funds will be used to acquire the other 40 acres. The closing on the Open Space Land, including the Property, will occur after issuance of the Certificates. See "THE CERTIFICATES - The Property," "THE CERTIFICATES-Security for the Certificates" and "SPECIAL FACTORS."

The Intergovernmental Agreement

Broomfield and Westminster have entered into an Intergovernmental Agreement dated October 25, 2005, (the "IGA") that provides for the acquisition, financing, ownership, operation and maintenance of the Property. The IGA provides for the issuance of the Certificates and provides that the Foundation will serve as the long-term management entity for the Property. The Board of Directors of the Foundation is required to prepare and submit an annual budget for approval by Broomfield and Westminster. Once the annual budget is approved, Broomfield and Westminster will provide annual funding equal to one-half of the Foundation's operating budget for the Property. The Foundation will hold title to the Property and shall convey the Property to Broomfield and Westminster once the Certificates have been paid. Broomfield's Base Rentals will be payable through 2025 and Westminster's Base Rental will be payable through 2016. Upon payment of the Certificates or payment of the Purchase Option Price, the Foundation will convey to Broomfield and Westminster an undivided 50% interest in the Property. It is anticipated that a conservation easement will be applied to the Property after the Certificates are paid to insure the Property remains open space. See "THE CERTIFICATES - The Intergovernmental Agreement"

The Series 2006 Certificates

The Series 2006 Certificates are being issued as fully registered certificates in book entry form only in denominations of \$5,000 and integral multiples thereof. The Series 2006 Certificates are to be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, to which payment of principal and interest on the Series 2006 Certificates will be made. Purchasers of the Series 2006 Certificates will not receive physical delivery of certificates. Principal of each Series 2006 Certificates will be payable upon maturity thereof, as shown below.

Interest on the Series 2006 Certificates, at the rates set forth below, will be payable on June 1 and December 1 of each year, commencing on June 1, 2006. So long as DTC or its nominee, Cede & Co., is the Registered Owner, such payments will be made directly to such Registered Owner. DTC is expected, in turn, to remit such principal and interest to the DTC Participants (herein defined) for subsequent disbursement to the Beneficial Owners of the Series 2006 Certificates. See "THE SERIES 2006 CERTIFICATES."

Security

The Certificates evidence assignments of proportionate interest in rights to receive certain revenues pursuant to the Lease between the Lessor and Broomfield and Westminster (collectively, the "Lessees") pursuant to which Lessees will lease the Property. Summaries of the certain provisions of the Lease and Indenture are attached as APPENDIX A and APPENDIX B.

The Certificates are payable solely from amounts which may be appropriated annually by the Lessees, from the Reserve Fund, from certain net proceeds of insurance policies or condemnation awards, from interest earnings on moneys in certain funds and accounts or from net proceeds from the leasing of or a liquidation of the Trustee's interest in the Property, which also includes a mortgage and security interest in the Property.

If Broomfield or Westminster fail to make payments under the Lease, the non-defaulting governmental entity may make the payment and also gain additional ownership interests. If the defaulting party cures the default during the cure period, the defaulting party may regain its ownership interest as long as the other party is paid principal and interest according to a defined payment plan plus 6% per annum interest.

Neither the Certificates nor the Lease constitutes a mandatory payment obligation in any fiscal year of the Lessees beyond a fiscal year for which the Lessees have appropriated amounts to make payments under the Lease. Broomfield may terminate its obligations under the Lease on an annual basis. Westminster may terminate its obligations under the Lease on an annual basis. The exercise by both Lessees of their options to terminate their obligations under the Lease (an "Event of Nonappropriation") is determined by the failure of the City Councils of both Broomfield and Westminster to specifically appropriate moneys sufficient to pay all Base Rentals and reasonably estimated Additional Rentals for the next Renewal Term of the Lease. As more fully set forth in "APPENDIX A," the term "Base Rentals" means the amount payable by the Lessees under the Lease for payment of the Certificates, including components designated as principal and interest, and the term "Additional Rentals" means the cost of maintenance and repair, insurance and other costs payable by the Lessees with respect to the Property pursuant to the Lease.

The Lessees will have the option to purchase the Property by paying an amount sufficient to pay the principal of and accrued interest on the Certificates then Outstanding allocated to each entity. If the funds for payment of the purchase price of the Property are paid in whole or in part from borrowed moneys or moneys derived from any installment purchase or lease purchase financing, only those Certificates subject to optional redemption will be called for redemption prior to maturity as a consequence of such purchase. See "THE CERTIFICATES - Prior Redemption.", "APPENDIX A - Summary of Certain Provisions of the Lease." and "APPENDIX B - Summary of Certain Provisions of the Indenture."

The Lessor does not have any obligation to, and shall not make any payment on the Certificates or pursuant to the Lease. The Lease requires the Lessees to pay all expenses, taxes, fees and costs associated with the Property. There is no act or performance required by the Lessor, the failure of which will excuse the Lessees from their obligations under the Lease, including, but not limited to, its obligations to pay the Base Rentals.

For further description of the security of the Certificates, see generally "THE CERTIFICATES - Security for the Certificates," "APPENDIX A - Summary of Certain Provisions of the Lease," "APPENDIX B - Summary of Certain Provisions of the Indenture."

A Reserve Fund in the amount of \$847,093 will be funded from the proceeds of the Certificates. See "THE CERTIFICATES - Debt Service Reserve Fund."

Neither the Lease nor the Certificates constitute a general obligation or multiple fiscal-year direct or indirect debt or other financial obligation whatsoever of the Lessees within the meaning of any constitutional or statutory limitation. None of the Lease, the Indenture or the Certificates directly or indirectly obligates the Lessees to make any payments beyond those appropriated for any fiscal year in which the Lease shall be in effect. Except to the extent payable from the proceeds of the sale of the Certificates and income from the investment thereof, from the Reserve Fund, from Net Proceeds of certain insurance policies and condemnation awards, from net proceeds of the leasing of or a liquidation of the Trustee's interest in the Property or from other amounts made available under the Indenture, the Certificates will be payable during the Lease term solely from Base Rentals to be paid by the Lessees under the Lease. All payment obligations of the Lessees under the Lease including, without limitation, the obligations of the Lessees to pay Base Rentals, are from year to year only and do not constitute a mandatory payment obligation of the Lessees in any fiscal year beyond a fiscal year in which the Lease shall be in effect. The Lease is subject to annual renewal at the option of each of the Lessees and will be terminated upon the occurrence of any Event of Nonappropriation or Event of Default. In such event, all payments from the Lessees under the Lease will terminate, and the Certificates and the interest thereon will be payable from certain moneys, if any, held by the Trustee under the Indenture and any moneys made available by action of the Trustee regarding the Property. See "THE CERTIFICATES."

[Insurance

Payment of the principal of and interest on the Certificates when due will be insured by a municipal bond insurance policy to be issued by _____(the "Insurer") simultaneously with the delivery of the Certificates. See "CERTIFICATE INSURANCE" and "APPENDIX G - Specimen Certificate Insurance Policy."]

Prior Redemption

The Certificates are subject to mandatory, optional and extraordinary mandatory redemption prior to maturity set forth in "THE CERTIFICATES - Prior Redemption."

Certificate Features

The denominations, registration and exchange features, payment and notice features are set forth under the heading "THE CERTIFICATES."

Tax Status

In the opinion of Bond Counsel, subject to compliance by the Lessees with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the portion of the Base Rentals which is designated in the Lease and paid by the Lessees as interest on the Certificates, including original issue discount properly allocable to the owners of the Certificates, is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; it should be noted, however, that for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest and such original issue discount are taken into account in determining adjusted current earnings. To the extent the portion of the Base Rentals which is designated in the Lease and paid by the Lessees as interest on the Certificates, including original issue discount properly allocable to the owners of the Certificates, is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax, such interest and such original issue discount are not subject to income taxation by the State of Colorado. See "LEGAL OPINION AND TAX EXCLUSION."

Professional Services

The professional firms participating in the initial offering of the Certificates are as follows:

Underwriter:	RBC Capital Markets One Tabor Center 1200 Seventeenth Street, Suite 2150 Denver, Colorado 80202-58522
Certified Public Accountants:	Clifton Gunderson LLP 6399 South Fiddlers Green Circle Suite 100 Greenwood Village, Colorado 80111
Special Disclosure Counsel to Lessees and Bond Counsel:	Hahn, Smith, Walsh & Mancuso, P.C. 717 Seventeenth Street, Suite 1520 Denver, Colorado 80202

Additional Information

Additional information concerning the Lessees and the Certificates may be obtained from:

Finance Director City and County of Broomfield One DesCombes Drive Broomfield, Colorado 80020	Finance Director City of Westminster 4800 W. 92nd Avenue Westminster, Colorado 80031
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Investment Considerations

Before making an investment decision prospective investors should read this entire Official Statement and should consider carefully all of the information contained herein.

SPECIAL FACTORS

The purchase of the Certificates involves certain investment risks which are discussed throughout this Official Statement, and each prospective investor should make an independent evaluation of all information presented in this Official Statement in order to make an informed investment decision. Particular attention should be given to the factors described below which, among others, could affect the payment of debt service on the Certificates.

Limited Obligations

Each Certificate represents an assignment of a proportionate interest in the right to receive payments to be derived pursuant to the Lease. The Certificates are payable solely from the Revenues received by the Trustee under the Lease. All payment obligations of the Lessees under the Lease, including without limitation, the Lessees' obligations to pay Base Rentals, are from year to year only and do not constitute a mandatory charge or requirement in any year beyond the then current Fiscal Year of each Lessee. Further, the Lessees' obligations under the Lease may be terminated without any penalty, and there is no assurance that the Lessees will extend the Lease. None of the Indenture, the Lease, or the Certificates constitutes a general obligation indebtedness of the Lessees, the State of Colorado, or any political subdivision thereof within the meaning of any constitutional or statutory limitation or provision concerning the creation of indebtedness. Neither the Lessees, nor the Trustee on its behalf, has pledged the full faith and credit of the Lessees to the payment of the Lessees' obligations under the Lease. See "SECURITY AND REMEDIES" and "APPENDIX B."

Termination and Renewal of the Lease

The obligation of the Lessees under the Lease may be renewed on an annual basis by the Lessees, and there is no assurance that the Lessees will renew the Lease. Accordingly, the likelihood that the Lease will continue in effect until the Certificates are paid is dependent upon certain factors which are beyond the control of the Certificate holders, including (a) the continuing need of the Lessees for the Property, and (b) the continued legal authority and ability of the Lessees to generate sufficient funds from property taxes and other sources to pay obligations associated with the Lease and other obligations of the Lessees. The obligation of the Lessees to pay Base Rentals and Additional Rentals is limited to those Lessees funds which are specifically budgeted and appropriated annually by the City Council of each Lessee for such purpose. Accordingly, a failure to renew the Lease would mean the loss of occupancy or use of the Property by the Lessees.

In the event that each of the Lessees shall not specifically budget, appropriate, or otherwise make available, prior to December 31 of each year, moneys to pay all Base Rentals and the reasonably estimated Additional Rentals coming due for the ensuing Fiscal Year, an Event of Nonappropriation shall be deemed to have occurred and the Lease will be terminated. See

"APPENDIX B--Nonappropriation by Lessees" for a discussion of the results of an Event of Nonappropriation.

Upon the termination of the Lease upon the occurrence of an Event of Nonappropriation, or in the event of condemnation of or damage to or destruction of all or a portion of the Property which is not repaired or replaced by the Lessees, or upon an Event of Default (collectively, an "Event"), the Trustee is required to foreclose on and sell the Property, and the Net Proceeds thereof, together with any other moneys then held by the Trustee, are required to be used to redeem the Certificates to the extent of such moneys. The Property is subject to the Indenture. Until acquired the Certificates are secured by unspent proceed of the Certificates held by the Trustee. The unspent proceeds of the Certificates are less than the aggregate principal amount of the Certificates. In addition, after acquisition of the Property, Certificate owners should not assume that it will be possible to liquidate the Property after a termination of the Lease by reason of the occurrence of an Event for an amount equal to the aggregate principal amount of the Certificates then outstanding plus accrued interest thereon. See "APPENDIX B--Damage, Destruction, and Condemnation," and "THE CERTIFICATES--Prior Redemption."

The Lessees are required under the Lease to cause the Property to be insured by policies of casualty and property damage insurance and the amount of such insurance shall be not less than the replacement value of the Property or the principal amount of the Certificates then outstanding, whichever is greater. However, there is no assurance that, in the event the Lease is terminated as a result of damage to or destruction or condemnation of the Property, moneys made available by reason of any such occurrence will be sufficient to redeem the Certificates at a price equal to the principal amount thereof then outstanding plus accrued interest to the redemption date. See "THE CERTIFICATES--Prior Redemption."

IF THE CERTIFICATES ARE REDEEMED SUBSEQUENT TO AN EVENT OF NONAPPROPRIATION OR AN EVENT OF DEFAULT FOR AN AMOUNT LESS THAN THE AGGREGATE PRINCIPAL AMOUNT THEREOF AND ACCRUED INTEREST THEREON, NO REGISTERED OWNER OF ANY CERTIFICATE SHALL HAVE ANY FURTHER CLAIM FOR PAYMENT UPON THE FOUNDATION, THE TRUSTEE, BROOMFIELD OR WESTMINSTER.

Acquisition of the Property; Additional Certificates

Broomfield and Westminster officials and officers of the Lessor estimate that the proceeds of the Certificates deposited to the Acquisition Fund will be sufficient to complete the acquisition of the Property. The Property will be acquired with the proceeds of the Certificates based on the Purchase Agreement. See "THE CERTIFICATES - Source and Use of Proceeds and the Property." In the event that such proceeds, plus the income from the investment thereof, are insufficient for such purposes, the Lessor, the Trustee, and the Lessees have agreed that the Lessees and Lessor will together with the Trustee use their best efforts to enter into an amendment to the Lease and a supplemental indenture providing for the sale of Additional Certificates and for the use of additional funds for acquisition of the Property. Such Additional Certificates may be issued without limitation as to amount and without the consent of or notice to the Owners of the Certificates then Outstanding. Each of such Additional Certificates shall evidence the assignment of proportionate interests in rights to receive Revenues under the Lease, as amended, and shall be proportionately and ratably secured with the Certificates originally issued and all other issues of Additional Certificates, if any,

therefore issued, without preference, priority, or distinction of any Certificates or Additional Certificates over any other.

The Lease and Indenture further provide that Additional Certificates may be issued, without notice, consent, or limitation as to amount, for the purpose of providing funds for the costs of making at any time or from time to time such substitutions, additions, modifications, enlargements, expansion, and improvements in, on, or to the Property as the Lessees and Lessor may deem necessary or desirable.

There can be no assurance that it will be possible to sell Additional Certificates and generate such funds as may be needed either for the completion of the Property or for the other authorized purposes as set forth above. See "SECURITY FOR THE CERTIFICATES - Additional Certificates" and "APPENDIX B - Additional Certificates."

Value of the Open Space Land and the Property

The purchase price of the approximately 150 acres of Open Space Land, including mineral rights, personal property and Standley Lake water rights is \$11,000,000, or approximately \$73,333 average price per acres. Using that average price per acre, the approximately 110 acres of Property acquired with the proceeds of the Certificates would be purchase for approximately \$8,066,630. The Open Space Land has been valued in an appraisal report prepared by Bowes and Company dated August 8, 2006. The value as of July 14, 2005, using as the highest and best use, vacant-mixed-use development for 149.62 acres is \$12,666,000. A separate appraisal for the approximately 40 acres to be acquired by grants from Adams County, Colorado and Great Outdoors Colorado was prepared by Bowes and Company in a report dated January 24, 2006. The value as of July 4, 2005, using as the highest and best use, vacant-mixed-use development for 37.4 acres is \$1,032,000. The approximately 110 acre Property has not been separately appraised; however subtracting the 37.4 acre appraisal of \$1,032,000 from the 149.62 acres appraisal of \$12,666,000 shows an approximate value of \$11,634,000. The appraisals are not valued based on the use of the Open Space Land as open space. No independent investigation has been or will be made of the value which could be realized upon the foreclosure and sale of the Property. Further, no representations are made in this Official Statement with regard to such value. It is anticipated that approximately \$8,279,000 of the proceeds of the Certificates will be deposited in the Acquisition Fund, and \$847,042 of the proceeds will be deposited in the Reserve Fund. Therefore, assets to be acquired with the proceeds of the Certificates and the Reserve Fund constitute approximately 96% of the principal amount of the Certificates. If all of the assets acquired with the proceeds were disposed of for the costs of acquisition that sum would not be sufficient to redeem all of the Certificates. Prospective Certificate holders should consider the specialized nature of the Property as open space and should anticipate that it may not be possible to foreclose on and sell the Property upon the occurrence of an Event of Nonappropriation or an Event of Default for an amount equal to the aggregate principal amount of the Certificates then outstanding plus accrued interest thereon. The Property is located in Westminster and is subject to zoning and other land use restrictions of Westminster that could affect the value of the Property. **NO REPRESENTATIONS ARE MADE HEREIN REGARDING THE VALUE WHICH COULD BE REALIZED UPON THE FORECLOSURE AND SALE OF THE PROPERTY.**

Foreclosure Delays

Under the Lease and the Indenture, an Event will give the Trustee the right to possession of and the right to foreclose upon and sell the Property in accordance with the provisions of the Lease and the Indenture. However, the enforceability of the Certificates, the Lease, and the Indenture is subject to applicable bankruptcy laws, equitable principles affecting the enforcement of creditors' rights generally, and liens securing such rights, all of which could significantly delay the sale of the Property as provided for in such documents.

As a result of the use of the Property by the Lessees as open space and its location in Westminster it is possible that a court in any action brought to enforce the remedy of the Trustee to obtain possession of and right to foreclose upon and sell the Open Space Land upon the occurrence of an Event could delay for an indefinite period the taking of possession of the Open Space Land, even though the Lessees are not complying with the Lease, including the making of Base Rentals and Additional Rentals thereunder. Any restitution to the Certificate owners ordered by a court under such circumstances may be subject to the action of the City Councils to specifically budget and appropriate sufficient funds to comply with the order.

Potential Tax and Securities Effects of Reletting the Property

Bond Counsel has not rendered an opinion as to the treatment, for federal and state income tax purposes, of any moneys received by Certificate owners which are paid and designated as interest subsequent to a termination of the Lease by the Lessees. Upon termination of the Lease by reason of an Event of Default, the Trustee may temporarily lease the Property for the benefit of the Certificate owners. The Trustee is not obligated to relet the Property only to political subdivisions whose interest-bearing obligations are exempt from federal and state income taxation. Consequently, there is no assurance, subsequent to such event, that any moneys paid and designated as interest which are received by Certificate owners will be exempt from federal and state income taxation. In addition, in the event that any subsequent lessee is not a political subdivision, any transfer of the Certificates may require additional measures to be taken in order to comply with federal and state securities laws.

Acquisition of the Property

The Property will be acquired pursuant to the Purchase Agreement. Until the Property is acquired the Trustee will have a lien on the unspent proceeds of the Certificates. See "THE CERTIFICATES-Security for the Certificates" and "SPECIAL FACTORS."

Secondary Market

While the Underwriter expects, insofar as possible, to maintain a secondary market in the Certificates after their issuance, the Underwriter can give no assurance concerning the future existence of such secondary market or its maintenance by the Underwriter or others. Prospective purchasers of the Certificates should therefore be prepared, if necessary, to hold their Certificates to maturity.

Legal Matters and Certificate Owners' Remedies Upon Default

If the Certificates are redeemed subsequent to a termination of the Lease by reason of the occurrence of an Event for an amount less than the aggregate principal amount thereof plus accrued interest to the redemption date, such partial payment shall be deemed to constitute a redemption in full of the Certificates; and upon such partial payment Certificate owners shall have no further claim for payment. See "APPENDIX A" and "APPENDIX B" for a discussion of other limitations on the remedies available to the owners of the Certificates.

In addition, the enforceability of the rights and remedies of Certificate owners may be limited to the extent that the obligations incurred issuing the Certificates are subject: To the federal Bankruptcy Code and applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect; to usual equity principles which may limit the specific enforcement under state law of certain remedies; to the exercise by the United States of America of the powers delegated to it by the federal constitution; and to the reasonable and necessary exercise, in certain exceptional situations, of the police power inherent in the sovereignty of the State of Colorado and its governmental bodies in the interest of serving an important public purpose. Bankruptcy proceedings or the exercise of powers by the federal or state government, if initiated, could subject the owners of the Certificates to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation or modification of their rights.

[Insuror Control

Upon the occurrence and continuance of an Event of Default under the Indenture, the Insuror shall be entitled to control and direct the enforcement of all rights and remedies granted to the Certificate owners or the Trustee for the benefit of the Certificate owners under the Indenture.]

Section 20

Article X, Section 20 of the Colorado Constitution was approved on November 3, 1992, by the electorate of the State. Section 20 does require voter approval in advance for any new tax, tax rate increase, mill levy increase, valuation for assessment ratio increase, tax extension or other change in tax policy directly causing a net tax revenue gain to any district. The Certificates do not have voter approval in advance. The Lessees may pay Base Rentals and Additional Rentals from ad valorem taxes. Section 20 would require voter approval in advance for the levy of an ad valorem property tax to directly pay Base Rentals and Additional Rentals. Section 20 limits the frequency of elections and this factor combined with the possibility that election questions could fail severely limits the ability of the Lessees to impose ad valorem property taxes for payment of the Certificates.

It is not possible to predict the effect of Section 20 on future activities of the Lessees, including its ability to increase taxes or raise other funds to generate sufficient revenues for its general fund, to undertake additional programs or to engage in any subsequent financing activities.

Future Changes in Laws

Various Colorado laws and constitutional provisions limit revenues and spending of the state and local governments, such as the Lessees, and govern generally the operation of the Lessees. Colorado laws, constitutional provisions and federal laws and regulations also apply to the obligations created by the issuance of the Certificates. There can be no assurance that there will not be changes in interpretation of or additions to the applicable laws and provisions which would have a materially adverse effect, directly or indirectly, on the affairs of the Lessees.

[CERTIFICATE INSURANCE

The following information concerning the Certificate Insurance Policy and Insurer has been obtained from the Insurer for inclusion herein and has not been independently verified by the Lessor or the Lessees. The information is not guaranteed as to accuracy or completeness by the Lessees and is not to be construed as a representation by the Lessor or the Lessees.]

THE CERTIFICATES

General

The Series 2006 Certificates are being issued as fully registered certificates in book entry form only in denominations of \$5,000 and integral multiples thereof. The Series 2006 Certificates are to be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, to which payment of principal and interest on the Series 2006 Certificates will be made. Purchasers of the Series 2006 Certificates will not receive physical delivery of certificates. Principal of each Series 2006 Certificates will be payable upon maturity thereof, as shown below. Interest on the Series 2006 Certificates, at the rates set forth below, will be payable on June 1 and December 1 of each year, commencing on June 1, 2006. So long as DTC or its nominee, Cede & Co., is the Registered Owner, such payments will be made directly to such Registered Owner. DTC is expected, in turn, to remit such principal and interest to the DTC Participants (herein defined) for subsequent disbursement to the Beneficial Owners of the Series 2006 Certificates. The maturities and interest rates of the Certificates are set forth on the cover page of this Official Statement.

For a complete statement of the details and conditions of this Certificate issue, prospective Certificate purchasers should refer to the Lease and Indenture, copies of which are available from the Underwriter upon written request prior to delivery of the Certificates. Also see "APPENDIX A" and "APPENDIX B."

Source and Use of Proceeds

The source of funds and the estimated application thereof are as follows:

Sources of Funds

Certificate Proceeds	\$ _____*
Plus Net Original Issue Premium.....	\$ _____
<i>Total Sources of Funds</i>	\$ _____

Uses of Funds

Reserve Fund	\$ _____
Acquisition Fund.....	\$ _____
Costs of Issuance (including Underwriter's discount and [Certificate insurance premium])	\$ _____
<i>Total Uses of Funds</i>	\$ _____

The Property

The Property consists of approximately 110 acres of the approximately 150 acre parcel of Open Space Land. The Open Space Land is a 150-acre farm and is located to the east of Lowell Boulevard, north of West 120th Avenue, and south of West 124th Avenue in Westminster. The eastern side of the Open Space Land is adjacent to Westminster’s Big Dry Creek open space that connects to Broomfield’s Willow Park open space. The Constitutional Amendment creating the City and County of Broomfield specifically allows Broomfield to acquire land outside its borders for public purposes including parks and open space.

The Property includes the historic family home and farm buildings of the Metzger Family. The farm was designed by Colorado State University and designated the Colorado Model Farm of 1948. The farm has been owned by the Metzger family since the early 1940’s. The farmstead includes the Metzger Family home, a caretaker/manager house, a shop with garage, a stock standing shed, bunk house, storehouse for grain, a barn with horse stalls, chicken and brooder houses, and an implement shed all in reasonable condition and in their original location. Approximately 100 acres of the 150-acre farm are a mixture of seven prairie grasses, which reseed themselves and are cut and baled. Cattle/calving operations currently take place on the Property. The Big Dry Creek, Caulkin’s Ditch and two irrigation ponds/lakes that are located on the Metzger Farm provide water riparian areas and wetlands which attract many bird and waterfowl species including American White Pelicans, Black-Crowned Night-Herons, Great Blue Herons, Snowy Egrets, Swainson’s Hawks, Bald Eagles, Ferruginous Hawks, Red-Tailed Hawks, Red Winged Blackbirds, Mergansers and Great Horned Owls. It has valuable wildlife habitat for raccoons, foxes, coyotes, rabbits, bullfrogs, bull snakes and deer. It also has abundant host plants for native butterflies and bees, which is a sensitive indicator of the health of the ecosystem.

The Foundation has entered into a Purchase and Sale Agreement dated December 14, 2005 (the "Purchase Agreement") with the John Metzger Trust and Betty Metzger, an individual (collectively, the "Sellers"). The total purchase price for the Open Space Land is \$11,000,000 and includes all of the surface and sub-surface mineral estate, some personal property, and water shares. Broomfield and Westminster each paid a non-refundable amount of \$37,500 at the time the Purchase Agreement was signed for a total down payment of \$75,000. Using that average price per acre, the approximately 110 acres of Property acquired with the proceeds of the Certificates would be purchase for approximately \$8,066,630. Approximately \$8,279,000 of the proceeds of the Certificates will be used to acquire the Property. Grant from Adams County, Colorado and Great Outdoors Colorado and other Westminster funds will be used to acquire the other 40 acres. Broomfield originally agreed to a purchase price not to exceed \$10,375,000. Westminster has agreed to cover the difference between \$10,375,000 and the final purchase price of \$11,000,000 (\$625,000). Westminster is also buying 6.05 shares of Farmers Reservoir Irrigation Company, Standley Lake

Division water for \$387,200. Broomfield is not paying for any of the water and therefore will not have any right to use the water. \$2,002,500 in Adams County and Great Outdoors Colorado ("GOCO") grants have also been obtained to reduce the purchase price. The closing on the Open Space Land, including the Property, will occur after issuance of the Certificates.

The Open Space Land has been valued in an appraisal report prepared by Bowes and Company dated August 8, 2006. The value as of July 14, 2005, using as the highest and best use, vacant-mixed-use development for 149.62 acres is \$12,666,000. A separate appraisal for the approximately 40 acres to be acquired by grants from Adams County, Colorado and Great Outdoors Colorado was prepared by Bowes and Company in a report dated January 24, 2006. The value as of July 4, 2005, using as the highest and best use, vacant-mixed-use development for 37.4 acres is \$1,032,000. The approximately 110 acre Property has not been separately appraised; however subtracting the 37.4 acre appraisal of \$1,032,000 from the 149.62 acres appraisal of \$12,666,000 shows an approximate value of \$11,634,000. The appraisals are not valued based on the use of the Open Space Land as open space. No independent investigation has been or will be made of the value which could be realized upon the foreclosure and sale of the Property. Further, no representations are made in this Official Statement with regard to such value. It is anticipated that approximately \$8,279,000 of the proceeds of the Certificates will be deposited in the Acquisition Fund, and \$847,042 of the proceeds will be deposited in the Reserve Fund. Therefore, assets to be acquired with the proceeds of the Certificates and the Reserve Fund constitute approximately 96% of the principal amount of the Certificates. If all of the assets acquired with the proceeds were disposed of for the costs of acquisition that sum would not be sufficient to redeem all of the Certificates. Prospective Certificate holders should consider the specialized nature of the Property as open space and should anticipate that it may not be possible to foreclose on and sell the Property upon the occurrence of an Event of Nonappropriation or an Event of Default for an amount equal to the aggregate principal amount of the Certificates then outstanding plus accrued interest thereon. The Property is located in Westminster and is subject to zoning and other land use restrictions of Westminster that could affect the value of the Property. **NO REPRESENTATIONS ARE MADE HEREIN REGARDING THE VALUE WHICH COULD BE REALIZED UPON THE FORECLOSURE AND SALE OF THE PROPERTY.**

The Intergovernmental Agreement

Broomfield and Westminster have entered into an Intergovernmental Agreement dated October 25, 2005, (the "IGA") that provides for the acquisition, financing, ownership, operation and maintenance of the Property. The IGA provides for the issuance of the Certificates and provides that the Foundation will serve as the long-term management entity for the Property. The Board of Directors of the Foundation is required to prepare and submit an annual budget for approval by Broomfield and Westminster. Once the annual budget is approved, Broomfield and Westminster will provide annual funding equal to one-half of the Foundation's operating budget for the Property. The Foundation will hold title to the Property and shall convey the Property to Broomfield and Westminster once the Certificates have been paid. Broomfield's Base Rentals will be payable through 2025 and Westminster's Base Rental will be payable through 2016. Upon payment of the Certificates or payment of the Purchase Option Price, the Foundation will convey to Broomfield and Westminster an undivided 50% interest in the Property. It is anticipated that a conservation easement will be applied to the Property after the Certificates are paid to insure the Property remains open space.

Broomfield is not obligated to make any road improvements adjacent to the Property along Lowell Boulevard or W. 120th Avenue. According to Broomfield staff, Westminster will need to expand Lowell Boulevard to create two of the four proposed lanes that are planned in the future for Lowell Boulevard (approximate cost of \$1.2 million for the two lanes). Westminster will need to purchase right of way along West 120th Avenue and Lowell Boulevard at some time in the future. Currently, the exact dimensions of the right of way are not determined. To accommodate this road project, the IGA acknowledges that Westminster may acquire from the Foundation a portion of the Property for the expansion and improvement of Lowell Boulevard on the westernmost border of the Property at some time in the future. In the event that Westminster decides to acquire a portion of the Property for Lowell Boulevard, Westminster will reimburse the Foundation for the cost of the Property associated with the Property for Lowell Boulevard. Broomfield shall be reimbursed accordingly for its contribution to the purchase of the Property to be used for the expansion of Lowell Boulevard.

The estimated cost for Broomfield for the overall Lowell Boulevard roadway improvement project is \$4,407,000 from E. Midway Boulevard to W. 120th Avenue. Broomfield is responsible for half of the cost from 124th Avenue south to W. 120th Avenue. Westminster is responsible for the other half of the costs along this piece of Lowell Boulevard. Westminster's share of the cost from 124th Avenue south to W. 120th Avenue is estimated to be \$1,200,000 for roadway improvements. In addition, the plan includes an underpass on the drainage channel on the west side of the Property. Broomfield estimates that the cost of the underpass is approximately \$1,000,000. The Property is a key component in removing the area west of Tennyson Street to Lowell Boulevard in Broomfield from the floodplain, thus making portions of the area available for development. Part of removing these properties from the floodplain includes enlarging the culvert under Lowell Boulevard. The culvert would also serve as a pedestrian underpass. The enlarged culvert will convey more water to the Property. The culvert cannot be constructed until the drainage system on the Property can convey the increased water flows.

Security for the Certificates

Limited Obligations. The Certificates evidence assignments of proportionate interests in rights to receive certain revenues pursuant to the Lease between the Lessor and the Lessees pursuant to which the Lessees will lease the Property. Summaries of the certain provisions of the Lease and Indenture are attached as APPENDIX A and APPENDIX B.

The Certificates are payable solely from amounts which may be appropriated annually by the Lessees, from the Reserve Fund, from certain net proceeds of insurance policies or condemnation awards, from interest earnings on moneys in certain funds and accounts or from net proceeds from the leasing of or a liquidation of the Trustee's interest in the Property.

Neither the Certificates nor the Lease constitutes a mandatory payment obligation in any fiscal year of the Lessees beyond a fiscal year for which the Lessees have appropriated amounts to make payments under the Lease. The Lessees may terminate its obligations under the Lease on an annual basis. The exercise by the Lessees of their option to terminate its obligations under the Lease (an "Event of Nonappropriation") is determined by the failure of the City Councils of the Lessees to specifically appropriate moneys sufficient to pay all Base Rentals and reasonably estimated

Additional Rentals for the next Renewal Term of the Lease. As more fully set forth in "APPENDIX A," the term "Base Rentals" means the amount payable by the Lessees under the Lease for payment of the Certificates, including components designated as principal and interest, and the term "Additional Rentals" means the cost of maintenance and repair, insurance and other costs payable by the Lessees with respect to the Property pursuant to the Lease.

The Lessees also will have the option to purchase the Property by paying an amount sufficient to pay the principal of and accrued interest on the Certificates then Outstanding allocated to each type of Facility. If the funds for payment of the purchase price of the Property are paid in whole or in part from borrowed moneys or moneys derived from any installment purchase or lease purchase financing, only those Certificates subject to Optional Redemption, will be called for redemption prior to maturity as a consequence of such purchase.

The Lessor does not have any obligation to, and shall not, make any payment on the Certificates or pursuant to the Lease. The Lease requires the Lessees to pay all expenses, taxes, fees and costs associated with the Property. There is no act or performance required by the Lessor, the failure of which will excuse the Lessees from its obligations under the Lease, including, but not limited to, its obligations to pay the Base Rentals.

Neither the Lease nor the Certificates constitute a general obligation or multiple fiscal-year direct or indirect debt or other financial obligation whatsoever of the Lessees within the meaning of any constitutional or statutory limitation. None of the Lease, the Indenture or the Certificates directly or indirectly obligates the Lessees to make any payments beyond those appropriated for any fiscal year in which the Lease shall be in effect. Except to the extent payable from the proceeds of the sale of the Certificates and income from the investment thereof, from the Reserve Fund, from Net Proceeds of certain insurance policies and condemnation awards, from net proceeds of the leasing of or a liquidation of the Trustee's interest in the Property or from other amounts made available under the Indenture, the Certificates will be payable during the Lease term solely from Base Rentals to be paid by the Lessees under the Lease. All payment obligations of the Lessees under the Lease including, without limitation, the obligation of the Lessees to pay Base Rentals, are from year to year only and do not constitute a mandatory payment obligation of the Lessees in any fiscal year beyond a fiscal year in which the Lease shall be in effect. The Lease is subject to annual renewal at the option of the Lessees and will be terminated upon the occurrence of any Event of Nonappropriation or Event of Default. In such event, all payments from the Lessees under the Lease will terminate, and the Certificates and the interest thereon will be payable from certain moneys, if any, held by the Trustee under the Indenture and any moneys made available by action of the Trustee regarding the Property, which would include foreclosure of its mortgage and security interest on the Property.

Reserve Fund. The Indenture will establish the Certificate Reserve Fund in the approximate amount of \$847,042 from the proceeds of the Certificates, which amount does not exceed the least of ten percent (10%) of the stated principal amount of the Certificates, maximum annual debt service on the Certificates and 125% of average annual debt service on the Certificates (the "Reserve Fund Requirement"). Adjustments for funds in the Reserve Fund in excess of the amount of the Reserve Fund Requirement will permit the Lessees to pay Base Rentals from the excess on and after May 15, 2014. If additional certificates are issued, the Reserve Fund will be increased. The Reserve Fund is

to be used (i) to pay principal of and interest on the Certificates when due to the extent of any deficiency in the Interest Account or the Principal Account, (ii) to pay Additional Rentals if the Lessees fails in payment thereof, (iii) at the option of the Trustee, after an Event to pay any cost or expense necessary to preserve or protect the Property, as the Trustee deems to be in the best interest of the Participants, (iv) after an Event, to redeem or pay the Certificates then outstanding and the interest thereon, (v) to reduce the Purchase Option Price, or to be returned to the Lessees after the Lessees pays the Purchase Option Price, or (vi) at the option of the Lessees to pay Base Rentals payable on and after May 15, 20___. Moneys in the Reserve Fund, if used, are to be restored by the Lessees as Additional Rentals within six (6) months after withdrawal of such moneys from the Reserve Fund.

[Certificate Insurance Policy. Payment of the principal of and interest on the Certificates when due will be insured by a municipal bond insurance policy to be issued by the Insurer.]

Prior Redemption

Optional Redemption. The Certificates maturing on and after December 1, ____, are subject to redemption prior to maturity at the option of the Lessees, in whole or in part, in integral multiples (giving proportionate weight to Certificates in denominations larger than \$5,000), in such manner as the Trustee may determine, on December 1, ____, or on any interest payment date thereafter, for a redemption price equal to the principal amount of each Certificate or portion thereof so redeemed, plus accrued interest to the redemption date.

Mandatory Sinking Fund Redemption. As for a sinking fund for the redemption of the Certificates maturing on December 1, ____ and their payment at maturity, there shall be deposited in the principal account of the Certificate Fund, established by the Indenture on or before December 1, ____, and on or before each December 1 thereafter, to and including December 1, ____, a sum which, together with other moneys available therefor in the principal account of the Certificate Fund, is sufficient to redeem (after credit as provided below) the following principal amounts of the Certificates at a price (expressed as a percentage of principal amount) of 100 percent, plus accrued interest to the date of redemption, and to pay the remainder of the Certificates at their maturity:

December 1 of the Year

Principal Amount

On or before the 30th day prior to each such sinking fund payment date, the Trustee shall proceed to select the Certificates for redemption from such sinking fund on the next December 1, and on the 30th day prior to each sinking fund payment date, give notice of such call. At its option, to be exercised on or before the 45th day next preceding any such sinking fund redemption date, the Lessees may (a) deliver to the Trustee for cancellation Certificates which are subject to sinking fund redemption in any aggregate principal amount desired, and (b) receive a credit in respect of its sinking fund redemption obligation for any Certificates which are subject to sinking fund redemption which prior to said date have been redeemed (otherwise than through the operation of the sinking

fund) and canceled by the Trustee and not theretofore applied as a credit against any sinking fund redemption obligation. Each Certificate so delivered or previously redeemed shall be credited by the Trustee at the principal amount thereof on the obligation of the Lessees on such sinking fund redemption date, and to the extent of any excess to the next annual sinking fund redemption date or dates, and the principal amount of Certificates to be redeemed by operation of such sinking fund on such date or dates shall be accordingly reduced.

Extraordinary Mandatory Redemption. (a) The Certificates will be called for redemption, in whole or in part, in the event that the Lessees purchase the Property, as provided in the Lease, upon payment of the then applicable Purchase Option Price (principal, accrued interest to redemption date and redemption expenses) for each type of Facility for deposit in the Extraordinary Revenue Fund; provided however, that if the Purchase Option Price is paid in whole or in part from borrowed moneys or moneys derived from any installment purchase or lease purchase financing, only those Certificates subject to Optional Redemption, will be called for redemption prior to maturity as a consequence of such purchase.

(b) The Certificates also will be called for redemption in whole, subject to availability of funds, in the event that (i) the Property or any portion thereof are damaged or destroyed or taken in a condemnation proceeding, and (ii) the Net Proceeds of any insurance policy, or condemnation award, is insufficient to pay in full the cost of repairing or replacing the Property, and (iii) the Lessees elects to discharge its obligation to repair or replace the Property by depositing such Net Proceeds into the Extraordinary Revenue Fund created under the Indenture. Upon the deposit of such Net Proceeds into the Extraordinary Revenue Fund, the Lessees' obligations under the Lease terminate and the Lessees has no further obligation for the payment of Base Rentals or Additional Rentals thereunder, and all right, title, and interest of the Lessees in any funds or accounts created under the Indenture are surrendered to the Trustee. If such Net Proceeds and moneys in such funds and accounts are insufficient to provide for the payment of all outstanding Certificates and the interest thereon, the Property will be foreclosed on and sold in the same manner as if the Lease had been terminated by reason of an Event of Nonappropriation or an Event of Default. The Net Proceeds of such foreclosure and sale and any other Net Proceeds so deposited in the Extraordinary Revenue Fund, as well as all other moneys available in any fund created under the Indenture, will be proportionately applied to the redemption of the Certificates. Such redemption of the Certificates will be made upon full or partial payment of the principal amount of the Certificates then outstanding and accrued interest thereon, all in accordance with the Indenture.

(c) The Certificates also shall be called for redemption in whole, subject to availability of funds, in the event that the Lease is terminated by reason of the occurrence of an Event of Nonappropriation or an Event of Default under the Lease.

(d) The Certificates also shall be called for redemption, in whole or in part, on December 1, ____, in the event that the Lessor does not acquire the Property by May __, 2006.

The terms and provisions of the Extraordinary Mandatory Redemption are set forth in full in "APPENDIX B" hereto.

Notice of Redemption. Notice of every redemption of the Certificates shall be given by the Trustee by sending a copy of such notice by registered, certified, or first-class, postage prepaid mail, not more than 60 days nor less than 30 days prior to the redemption date to the Underwriter, to each registered owner of any Certificate, all or a portion of which is called for redemption at his or her address as it last appears on the registration books kept by the Trustee, to any registered securities depository to which the Underwriter has directed delivery of the Certificates, and to one national information service that disseminates notices of redemption of obligations such as the Certificates. Failure to give such notice by mailing to the registered owner of any Certificate, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Certificates. All Certificates will cease to bear interest after the specified redemption date. Such notice shall identify the Certificates or the portions thereof to be redeemed (if less than all are to be redeemed) and the date fixed for redemption, and shall further state that on such redemption date the principal amount thereof and the designated premium thereon, if any, will become due and payable at the Trustee, and that from and after such date, interest will cease to accrue. Accrued interest to the redemption date will be paid by check mailed to the registered owner (or by alternative means if so agreed to by the Trustee and the registered owner). Notice having been given in the manner provided, the Certificate or the Certificates so called for redemption shall become due and payable on the redemption date so designated; and upon presentation thereof at the Trustee, the Trustee will pay the Certificate or the Certificates so called for redemption.

Prior to the date fixed for redemption, funds sufficient to pay the Certificates or the portions of the Certificates so called for redemption, together with the premium, if any, and the accrued interest to the redemption date, are to be deposited with the Trustee. After the date fixed for such redemption, the giving of notice and the deposit of funds for redemption shall cause the discontinuation of accrual of interest on the Certificates so called for redemption.

Book-Entry Only System

The Series 2006 Certificates will be available only in book-entry form. DTC will act as the initial securities depository for the Series 2006 Certificates. One Series 2006 Certificate for each maturity will be registered in the name of Cede & Co., as nominee for DTC. See APPENDIX C - Book-Entry Only System.

In the event the book-entry system is discontinued, the persons to whom Certificates are registered will be treated as registered owners for all purposes of the Indenture, including the giving to the Lessees or the Lessor of any notice, consent, request or demand pursuant to the Indenture for any purpose whatsoever. In such event, the Certificates will be transferable to such registered owners, interest on the Certificates will be payable by check of the Trustee, mailed to such registered owners, and the principal and redemption price of all Certificates will be payable at the principal operations office of the Trustee.

Additional Certificates

The Indenture permits the issuance of additional Certificates to finance the completion of acquisition of the Property [with the consent of the Insurer.] See "APPENDIX B--Additional Certificates."

Base Rental and Certificate Debt Service Requirements

Set forth in the following table is the Base Rental payment schedule under the Lease and the debt service schedule for the Certificates as provided by the Underwriter. See the cover page of this Office Statement for the actual interest rates for each maturity of the Certificates. Base Rentals are payable on May 15 and November 15 each year, commencing May 15, 2006. For a discussion of the disposition of the Base Rentals by the Foundation to pay the principal of and interest on the Certificates, see "Security for the Certificates" herein.

Annual Base Rental and Certificate Debt Service Payment Schedule

Year	Principal	Interest	Total
2006	\$665,000		
2007	525,000		
2008	540,000		
2009	565,000		
2010	590,000		
2011	615,000		
2012	640,000		
2013	665,000		
2014	700,000		
2015	730,000		
2016	765,000		
2017	230,000		
2018	240,000		
2019	250,000		
2020	260,000		
2021	275,000		
2022	290,000		
2023	305,000		
2024	315,000		
2025	335,000		
TOTAL	\$9,500,000		

*Mandatory Sinking Fund Payments

THE FOUNDATION

Organization and Corporate Powers

The Broomfield-Westminster Open Space Foundation, Inc., (the "Foundation" or the "Lessor") was incorporated on December 13, 2005 as a nonprofit corporation pursuant to the terms of the Colorado Nonprofit Corporation Act, Sections 7-121-101, *et seq.*, C.R.S. The Articles of Incorporation (the "Articles") of the Foundation provide that the Foundation is organized exclusively for charitable, municipal and public purposes, including for such purposes the construction, financing, operation and maintenance of public works, financing, operation and maintenance of open space and lessening the burdens of government. These purposes relate solely to the Property. The purposes of the Foundation are as follows:

(a) To acquire by purchase, lease, or otherwise, interests in real and personal property, including real property to be used as open space, to acquire, construct, install, operate and maintain improvements and facilities of every character, and to lease or otherwise convey all or any part of said interests in real and personal property and facilities and improvements to Broomfield and Westminster.

(b) To borrow money, to become indebted, and to execute and deliver bonds, notes, debentures, or other securities, instruments, or obligations for the purposes of acquiring such interests in real and personal property, acquiring, constructing, and installing such facilities and improvements, and for such other purpose or purposes as may be necessary or desirable to accomplish the objectives of the Foundation. Such indebtedness may be unsecured or may be secured by any mortgage, trust deed, or other lien upon the property to be acquired or any other property of the Foundation.

(c) To conduct the business of the Foundation in such a manner that upon full payment of any indebtedness of the Foundation, the title and ownership of the property securing such indebtedness or acquired with the proceeds thereof, or to which such indebtedness otherwise relates, will be vested in Broomfield and Westminster.

(d) To solicit and receive funds, gifts, and donations from Great Outdoors Colorado, the State Historical Fund, the Scientific & Cultural Facilities District and other governmental agencies, foundations and sources of revenue that may be available for the support of the Foundation's activities and programs.

(e) To solicit devises, bequests, and other property, real or personal and tangible or intangible, from individuals as well as from businesses, and to hold, manage, control, sell, transfer, invest and reinvest the same in furtherance of the purposes enumerated herein.

No part of the net earnings of the Foundation shall inure to the benefit of, or be distributable to its directors, officers, or other private persons, except that the Foundation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in this Article. No Director, officer or other

individual shall be entitled to share in any distribution of any of the corporate assets on dissolution of the Foundation on dissolution of the Foundation or otherwise.

The bylaws of the Foundation regulate the internal affairs of the Foundation.

Governing Board

The managers of the affairs of the Foundation are vested in a Board of Directors. The Board of Directors is composed of composed of an equal number of Directors from Broomfield and Westminster and one director selected by Broomfield and Westminster. The Board of Directors has and exercises all of the powers granted to boards of directors by the Colorado Nonprofit Corporation Act, the Articles of Incorporation and the Bylaws as the same may be amended from time to time. The Directors include: the Mayor of Broomfield, the Mayor of Westminster, the City and County Manager of Broomfield, the City Manager of Westminster, one councilmember of Broomfield, and one councilmember of Westminster. Broomfield and Westminster select one alternate councilmember to serve during absences of its appointed councilmember. The terms of such Directors expire when such Directors are no longer elected or appointed to their respective offices and positions. Except for councilmembers appointed by Broomfield and Westminster in the discretion of their respective city councils, the successors to such offices and positions shall become Directors of the Corporation. In addition the City and County Manager of Broomfield and the City Manager of Westminster appoint one director not elected or employed or a resident of either Broomfield or Westminster. The term of such director shall be 3 years or until a successor is appointed. Such director may be removed by a majority vote of the entire Board of Directors. The mayors act as Co-Chairpersons of the Board of Directors and Co-Presidents of the Foundation. The names and offices of the Directors are as follows:

<i>Name</i>	<i>Office</i>
Karen Stuart,	Co-President
Nancy McNally,	Co-President
George Di Ciero	
J. Brent McFall	
Steve Kaverman	
Mary Lindsey	
Ray Prince	

The bylaws of the Foundation provide that the individual directors and their private property are exempted from liability and responsibility for the debts or liabilities of the Foundation. The bylaws also provide that the Directors will be indemnified by the Foundation against any expenses, loss or claim incurred in connection with the defense of any action, suit or proceedings, civil or criminal, in which they are made a party by reason of being or having been a director or officer, including any matter as to which they are adjudged to be liable for negligence or misconduct in the performance of their duties to the Foundation.

The Board of Directors conducts its business at meetings called as necessary. The Foundation's registered agent is J. Brent McFall, and the principal office of the Foundation is 4800 West 92nd Avenue, Westminster, Colorado, 80031.

Annual Reports and Financial Information

The Foundation, as a nonprofit corporation, is required to file a report every two years with the office of the Colorado Secretary of State. It is anticipated that no audited financial statement will be prepared by or for the Foundation during the term of the Certificates. Financial information regarding the Certificates will be reflected in the audited financial statements of the Lessees.

REVENUES AVAILABLE FOR BASE RENTALS

Broomfield

It is anticipated that the revenues available from Broomfield for Base Rentals will be derived sales tax revenues, including open space sales tax revenues.

The Home-Rule Charter provides that Broomfield may levy and collect taxes, including Sales Taxes, for municipal purposes. The Home-Rule Charter provides that (after approval of the Charter in 1974) no Sales Tax may be levied until approved by a majority of the Broomfield's electors voting thereon. Broomfield's Sales Tax was initially levied at the rate of 1% from 1971 through 1979 and the Use Tax was initially levied at the rate of 1% from 1974 through 1979. The Sales Tax was increased to a rate of 2.0% effective January 1980 through June 1984. After approval from Broomfield electors on May 15, 1984, the Sales Tax was increased to a rate of 3.0% on July 1, 1984. Effective January 1, 1990, the Sales Tax rate was increased to 3.5% as approved by the registered electors of the Broomfield on August 1, 1989. On November 6, 2001, the voters of the Broomfield approved a uniform County Sales Tax rate of .4% and its combination with the City Sales Tax rate of 3.75%, resulting in a uniform and combined Broomfield Sales Tax rate of 4.15%. Effective January 1, 1995, the Sales Tax rate was increased to 3.75% with .25% for "open space" as approved by the registered electors of the Broomfield on November 8, 1994. With the State's 2.9% sales and use tax, the 0.12% sales tax of the Regional Transportation District ("RTD"), the 0.1% Cultural Facilities District tax, and the 0.1% Football Stadium District tax, and .2% Flatiron Improvement District tax, the total sales and use taxes in effect as of January 1, 2006 with the Broomfield ranges from 8.25% to 8.45%.

The following table summarizes City and County Sales and Use Tax as of January 1, 2005.

SALES AND USE TAX RATES JANUARY 1, 2006		
	City and County/ except FlatIron District	FlatIron Improvement District
City and County	4.15%	4.15%
State	2.90%	2.90%
RTD, CFD, FD ¹	1.20%	1.20%
FlatIron District	0	.20%
TOTAL	8.25%	8.45%

¹ RTD = Regional Transportation District;
CFD = Cultural Facilities District;
FD = Football Stadium District.

Description of the Sales Tax. Broomfield regards the sale of tangible personal property, or of certain services, as a taxable privilege and imposes a charge, through the imposition of its Sales Tax, for the exercise of that privilege. The Sales Tax is imposed upon all sales of tangible personal property at retail or the furnishing of services within the City and County. The City and County's Use Tax is levied upon the privilege of using or consuming in Broomfield any construction and building materials and using, storing or consuming in Broomfield motor or other vehicles on which registration is required, purchased at retail and not subject to the Sales Tax, without regard to whether the property is purchased either from sources within or without Broomfield.

Pursuant to the Sales Tax Ordinance finally adopted December 11, 2001, taxable tangible personal property and services consist of the same tangible personal property and services taxable by State statute, including but not limited to, the following: Corporeal personal property; telephone and telegraph service; gas, electric, and steam services; room and accommodations service; certain meal service; food (as defined by State statute) not purchased with food stamps, and cover, door, and related charges. The Sales Tax is subject to the same exemptions provided by State law except that purchases of (i) machinery or machine tools, (ii) food, and (iii) coal, electricity, gas, fuel oil, and wood sold to occupants of residences, all of which are exempt from State sales tax, are subject to Broomfield's Sales Tax. Specific exempt transactions include, but are not limited to, sales to the United States government, the State, its departments or institutions, and the political subdivisions thereof; sales protected under federal law relating to interstate commerce; sales to charitable organizations for use in their exempt activities; sales of cigarettes; sales of prescription drugs and prosthetic devices; sales of therapeutic devices; certain sales relating to the monthly rental of rooms; sales made to public schools; and sales of special fuel. Reference should be made to the Broomfield Municipal Code Chapter 3-04, for a complete listing of exempt transactions. State law prohibits Broomfield from applying its Sales Tax to the sale of food purchased with food stamps.

Manner of Collection of Sales Taxes. The collection, administration, and enforcement of Broomfield's Sales Tax is performed by the Finance Director of Broomfield (the "Finance Director").

Any person engaged in the business of selling, at retail, tangible personal property subject to the Sales Tax must obtain a City and County license. Licenses are subject to annual renewal on January 1st;

however, it is Broomfield's policy to automatically renew such licenses each year except for cause. Broomfield Finance Director estimates that there are approximately 2,020 licensed businesses currently operating within Broomfield.

The Sales Tax must be collected on the total purchase price of taxable articles of tangible personal property or taxable services that are purchased or sold by or to a customer. Although ostensibly imposed on any vendor in business that sells such property or provides such services, the Sales Tax is in reality imposed on the customer or purchaser of such property or services. Vendors are not allowed to deduct costs incurred in the collection of Sales Taxes. It is the obligation of the vendor to collect the Sales Tax from the purchaser or customer and thereafter to remit all such revenues to the Finance Director. On or before the 20th day of the month, each vendor must file a return with the Finance Director for the preceding month remitting the Sales Tax on the total price of all taxable tangible goods and taxable services. Permission may be obtained from the Finance Director to file returns on a basis other than monthly if circumstances so justify.

Remedies for Delinquent Taxes. The Finance Director enforces the collection of the Sales Tax as specified in Broomfield Municipal Code. Failure to file a return with the City and County, failure to pay the Sales Tax, or being deficient in any amount due without reasonable cause, will result in a penalty being added to the amount due. In the case of a deficiency due to negligence, the vendor must pay \$15 or 10% of the amount of such deficiency, which is greater as a penalty. In addition, interest on the amount of such deficiency and penalty at the rate of interest established by the Broomfield Municipal Code from the time the return and Sales Tax was due is payable together with the penalty ten days after the Finance Director or the City gives written notice of payment due. If the deficiency is a result of fraud, the vendor is obligated to pay a penalty of 100% of the amount of the deficiency and an additional three percent per month. Unpaid taxes may be collected for the preceding 36 months.

Failure to pay the Sales Tax and any interest or penalties thereon, when due, will result in a written notice of final determination, assessment, and demand for payment which shall be served upon the vendor by certified mail. This assessment of the tax is due and payable thirty days after notice of its determination is given. Such notice informs the recipient that the Sales Tax constitutes a first and prior lien on the real and personal property of the taxpayer, which lien shall have precedence over other liens on tangible real and personal property, except as to liens for general taxes created by State law and valid mortgages or other prior liens of record, as specified in State statutes.

After filing of such notice and the lapse of the time provided for payment of taxes, the Finance Director may issue a warrant for the distraint, seizure, and sale of the real and personal property of the taxpayer, as provided in State statutes.

History of Sales Tax Collections The following charts present history of Sales Tax collections in Broomfield.

HISTORICAL SALES TAX COLLECTIONS

Year	Sales Tax Collections	Percent Increase (Decrease)
1996	\$7,221,718	--
1997	7,355,767	2%
1998	8,102,834	10%
1999	9,350,442	15%
2000	17,360,176	86%
2001	29,872,949	72%
2002	35,551,873	19%
2003	37,631,340	6%
2004		

History of Broomfield Governmental Funds Revenue and Expenditures. Broomfield's Governmental Funds are used to account for financial resources for governmental activities rather than proprietary activities. Set forth hereafter is the Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balance of the City and County for the year ended December 31, 2004.

The figures in the chart have been derived from Broomfield's financial statements for the year 2004. Such figures are set forth in accordance with generally accepted accounting principles. The following information should be read together with the Broomfield's 2004 audited financial statements and accompanying notes which appear in "APPENDIX H."

City and County of Broomfield, Colorado GOVERNMENTAL FUNDS STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE					
For the Fiscal Year Ended December 31, 2004					
	General Fund	Sales and Use Tax	Building Corporation	Total Other Government	Total Government
REVENUES					
Taxes					
Property	\$17,040,062	\$3,548,571		\$3,589,038	\$24,177,671
Sales and Use	19,681,421	21,816,532		3,592,282	45,090,235
Lodging Tax				283,571	283,571
Other	3,459,535			91,475	3,851,010
Licenses and Permits	2,099,687				2,099,687
Charges for Services	6,734,778	2,046,930		387,657	9,169,365
Fines and Forfeitures	478,429				478,429
Intergovernmental	2,229,629	1,140,112		8,144,380	11,514,121
Lease Payments			\$340,645		340,645
Interest	265,316	411,789	731,857	39,875	1,448,837
Miscellaneous	302,515	853,116	22,240	213,491	1,391,362
Total Revenues	52,591,372	29,817,050	1,094,742	16,341,769	99,844,933
EXPENDITURES					
Total Expenditures	45,189,986	17,336,293	12,140,289	23,281,632	97,948,200
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	7,401,386	12,480,757	(11,045,547)	(6,939,863)	1,896,733
OTHER FINANCING SOURCES (USES)					
Transfers In	798,079	2,658,670	9,172,958	9,665,254	22,294,961
Transfers Out	(5,492,282)	(11,872,825)	(1,990,076)	(2,939,778)	(22,294,961)
Sale of Capital Assets	52,894				52,894
Total Other Financing Sources (Uses)	(4,641,309)	(9,214,155)	9,172,958	6,725,476	52,894
NET CHANGE IN FUND BALANCE	2,760,077	3,266,602	(3,862,665)	(214,387)	1,949,627
FUND BALANCE-January 1	15,397,520	13,903,018	16,046,103	2,868,473	48,215,114
Prior Period Adjustment	1,493,930	18,372		256,780	1,769,082
FUND BALANCE-December 31	\$19,651,527	\$17,187,992	\$12,183,438	\$2,190,866	\$51,933,823
Sources: City and County of Broomfield Financial Statements, 2004					

Budget Process Broomfield's fiscal year runs from January 1 to December 31. Pursuant to the Charter, the City and County Manager is required to submit a proposed operating budget to the Council prior to the beginning of each fiscal year. The budget must provide a complete financial plan of all municipal funds and activities for the ensuing fiscal year. Generally, the budget is submitted to the City Council prior to November 15th. The Charter requires the City Council to conduct a public hearing on the proposed budget prior to its final adoption. The Council must adopt the budget before the final day established by law for the certification by the City and County of its tax levy (i.e., December 15th). If the Council fails to adopt a budget by that date, the amounts appropriated for the current fiscal year will be deemed adopted for the ensuing year on a month-to-month basis, with all items pro-rated accordingly, until the Council adopts a budget.

The Charter also requires the City Manager to submit to Council a long-range capital program simultaneously with submission of the proposed budget. The five year plan must include a list of proposed capital improvements to be undertaken in the following fiscal years; cost estimates,

methods of financing and recommended schedules for those improvements; and the estimated annual cost of operating and maintaining the facilities.

Supplemental appropriations may be made by the Council if the City and County Manager certifies that revenues in excess of those estimated in the budget are available for appropriation. The Council may make emergency appropriations to meet emergencies which in the Council's judgment may affect life, health, property or the public peace. To the extent unappropriated revenues are not available to meet the emergency appropriation, the Council may authorize the issuance of emergency notes by ordinance, which may be renewed from time to time, but the notes and renewals of any fiscal year must be paid not later than the last day of the fiscal year succeeding the year in which the emergency appropriation was made.

If it appears probable to the City and County Manager that revenues will be insufficient to meet appropriations, he must report to the City Council immediately indicating the estimated amount of the deficit, any remedial action taken, and recommendations as to future steps to be taken. The Council is required to take any action it deems necessary to prevent or minimize the deficit, and may by ordinance reduce any appropriation.

At any time during the fiscal year the City and County Manager may transfer unencumbered appropriation balances among programs within a department, office or agency, and upon written request by the City and County Manager the Council may transfer unencumbered appropriation balances from one department, office, agency or object to another. However, no appropriation for debt service may be reduced or transferred, and no appropriation may be reduced below the amount required by law to be appropriated, or by more than the amount of the unencumbered appropriation balance.

History of Broomfield General Fund Revenue and Expenditures Broomfield's General Fund is the general operating fund that is used to account for all financial resources except those required to be accounting for in another fund. Set forth hereafter is a five year comparative statement of General Fund revenue, expenditures and changes in fund balance of Broomfield.

The figures in the chart have been derived from the Broomfield's financial statements for the years 2000 through 2004. Such figures are set forth in accordance with generally accepted accounting principles. The following information should be read together with Broomfield's 2004 audited financial statements and accompanying notes which appear in "APPENDIX H." Preceding years' financial statements may be obtained from the sources noted in "INTRODUCTION--Additional Information." The General Fund described below is not pledged to pay the Certificates.

FIVE YEAR SUMMARY OF GENERAL FUND REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE					
Years Ended December 31					
	2000	2001	2002	2003	2004
Revenues:					
Taxes					
Property	\$3,216,339	\$3,609,827	\$13,754,127	\$15,523,617	\$17,040,062
Sales and Use	10,536,178	14,695,581	18,167,213	18,848,320	19,681,421
Other	1,979,481	2,654,062	3,167,622	3,660,933	3,759,535
Licenses and Permits	1,981,312	1,883,558	1,540,972	1,427,289	2,099,687
Charges for Services	3,967,623	5,002,740	5,014,832	5,845,228	6,734,778
Fines and Forfeitures	547,656	398,457	427,617	345,211	478,429
Intergovernmental	1,310,094	2,529,035	1,391,239	1,937,086	2,229,629
Miscellaneous	647,376	240,127	726,142	191,279	567,831
Total Revenues	24,186,869	31,013,387	44,189,764	47,778,963	52,591,372
Expenditures					
Total Expenditures	23,977,560	34,114,171	38,902,441	41,239,197	45,189,986
Excess (Deficiency) of Revenues Over (Under) Expenditures	209,309	(3,100,784)	5,287,323	6,539,766	7,401,386
Other Financing Sources (Uses)					
Operating Transfers In	1,580,640	3,450,977	1,111,682	1,757,326	798,059
Operating Transfers (Out)	(1,195,359)	(1,008,777)	(1,996,843)	(4,971,037)	(5,492,282)
Sale of Assets	16,955	481,010	42,340	27,680	52,894
Lease Proceeds	231,062	40,861	0	0	0
Total Other Financing Sources (Uses)	633,298	2,964,071	(842,821)	(3,186,031)	(4,641,309)
Excess (Deficiency) of Revenues and Other Sources Over (Under) Expenditures and Other Uses	842,607	(136,713)	4,444,502	3,353,735	2,760,077
Fund Balance-January 1 Prior Period Adjustment	6,893,389	7,735,996	7,599,283	12,043,785	15,397,520
Fund Balance-December 31	\$7,735,996	\$7,599,283	\$12,043,785	\$15,397,520	\$19,651,527
Sources: City and County of Broomfield Financial Statements, 2000-2004					

Major Sources of City and County Revenues The following sources of Broomfield revenues are applied to Broomfield operations and maintenance, capital expenditures and debt service payments. The expenditures of certain revenues, or portions thereof, may be subject to restricted uses (e.g., the payment of certain outstanding obligations of the Broomfield).

Ad Valorem Property Taxes. Broomfield levies ad valorem property taxes pursuant to State law against all taxable property within Broomfield. In 2004, ad valorem property tax revenues amounted to \$17,040,062 which was deposited into the General Fund accounting for approximately 32% of General Fund revenues for 2004.

Pursuant to the Charter and State law the Council has the power to levy and collect ad valorem taxes on or against all taxable property within Broomfield. The assessed valuation of such taxable property is determined as of January 1 of each year by each county assessor in accordance with procedures provided by State law.

Sales, Use, and Certain Excise Taxes. Municipal Sales and Use Tax collections are Broomfield's major source of revenues. Sales and Use Taxes represented approximately 37% of total General Fund revenues for 2004.

Other. Broomfield also receives revenues from several additional sources which contribute to Broomfield funds, including the following: Tobacco tax, specific ownership tax, business taxes, license and permit fees, intergovernmental revenues, charges for services, fines, and other miscellaneous revenues. In 2004, Broomfield received an aggregate of \$15,869,889 from these sources. None of these sources individually accounted for more than 13% of the total General Fund revenues of Broomfield for 2004.

The following table sets forth general governmental tax revenues by source unaudited from the years 2000-2004:

TAX REVENUES (Amounts Expressed in Thousands) (Unaudited)							
Year	General Property Taxes	Specific Ownership Tax	Sales and Use Taxes	Business Taxes	Tobacco Tax	Miscellaneous Taxes	Total Taxes
1995	2,793	249	9,689	788	83	6	13,608
1996	3,038	290	10,036	857	94	350	14,665
1997	3,234	320	11,864	1,605	88	46	17,157
1998	3,605	361	14,702	935	91	62	19,756
1999	3,923	416	18,156	1,069	91	140	23,795
2000	5,392	588	26,560	1,277	97	266	34,180
2001	6,437	890	38,088	1,578	170	264	47,427
2002	20,122	1,449	42,971	1,522	213	257	66,534
2003	22,280	1,468	43,606	1,887	229	426	69,896
2004	24,178	1,525	45,090	1,971	263	376	73,403

Lease-Purchase Agreements. As of December 31, 2004, Broomfield had outstanding \$1,186,380 aggregate principal amount of the following lease purchase agreements:

Aggregate Principal Amount	Description
----------------------------------	-------------

TOTAL

Certificates of Participation. On December 1, 1999 Broomfield entered into a Master Facilities Lease Purchase Agreement (the "Lease") with the City and County of Broomfield, Colorado Building Corporation (the "Corporation"), as Lessor and Sublessor and Broomfield, as Lessee and Sublessee. On December 29, 1999, \$51,920,000 Certificates of Participation, Series 1999 (the "Series 1999 Certificates") evidencing assignments of proportionate interests in rights to receive revenues under the Lease were issued to finance City and City and County facilities. The Lease was amended as of October 15, 2000. On October 26, 2000, \$5,635,000 Certificates of Participation, Series 2000 (the "Series 2000 Certificates") were issued to finance additional City and City and County Facilities. Assuming annual renewal of the Lease, as amended, Base Rentals are approximately \$4,250,000 a year.

On October 15, 2000, Broomfield entered into an Open Space, Park and Recreation Facilities Lease Purchase Agreement (the "Open Space Lease") with the Corporation as Lessor and Broomfield, as Lessee. On October 26, 2000, \$65,765,000 Certificates of Participation, Series 2000 (the "Series 2000 Open Space Certificates") evidencing assignments of

proportionate interests in rights to receive revenues under the Open Space Lease were issued to finance open space land acquisitions, park land acquisitions, a new recreation center, athletic fields and other recreational facilities. Assuming annual renewal of the Open Space Lease, Base Rentals are approximately \$5,920,000 a year.

Westminster

It is anticipated that the revenues available from Westminster for Base Rentals will be derived sales tax revenues, including open space sales tax revenues.

The governmental fund utilized for the administration and operation of Westminster is the General Fund. The following are the major sources of revenue to such fund.

Sales and Use Taxes. Sales and Use Tax revenues have represented the largest single source of revenue, in the form of transfers from the Sales and Use Tax Fund, in Westminster's General Fund over the past five years. In 2004, Westminster experienced an increase of 1.3% in Sales and Use Tax revenues, as the economy began to recover from a national and statewide recession. The collection of such revenues in 2003 increased 1.6 % from 2002. In 2004, revenues received as a transfer from the Sales and Use Tax Fund were \$51,105,026 comprising approximately 61% of the total 2004 General Fund revenues and transfers in and such revenues were budgeted to comprise \$47,235,000 or 66% of the total 2004 General Fund revenues and transfers in. Sales and Use Tax revenues are transferred to the General Fund from Westminster's Sales and Use Tax Fund after sufficient credits are made for the payment of Westminster's sales and use tax revenue bond obligations. Westminster's current sales and use tax rate is 3.85% which includes a 0.6% increase approved by voters in November 2003, which became effective January 1, 2004, to fund additional hiring and equipping of Public Safety personnel and support staff for Westminster. The ballot language stipulated to the hiring of 75 police and fire personnel, eight support staff, and purchasing a new fire engine and other related equipment for the increases in staff. From time to time, Westminster has entered into assistance agreements with the owners of proposed retail, office, and manufacturing facilities for purposes of securing the location of projects, advancing employment, expanding the tax base and expanding economic development within Westminster. Such agreements may, among other things, provide for the waiver of certain of Westminster's use tax revenues on construction materials or the use tax imposed upon tenants for limited periods of time and subject to stated conditions. Additionally, for purposes stated above, Westminster has entered into agreements wherein the sales tax collected by a sales tax generator is rebated back to said entity for defined periods and defined dollar amounts. In 2004, revenues subject to rebate pursuant to such agreements totaled approximately \$1,241,011. Currently, the aggregate amount of future sales, use, admission, and accommodations tax revenues subject to rebate pursuant to such agreements (which amount is calculated, in most instances, based upon various formulas which require the generation of new or additional revenues for Westminster) is approximately \$29,511,869 over a period which does not exceed 29 years.

Other Revenue Sources. Broomfield also receives General Fund revenues from several additional sources including ad valorem property taxes, admissions taxes, franchise fees, licenses and permits, recreation fees, park development fees, fines and forfeits, interest income and fleet maintenance billings. Several intergovernmental revenue sources are also included in the General Fund; among these are State highway users' taxes, specific ownership taxes, motor

vehicle registration fees, cigarette taxes, road and bridge revenues, library rebates, victim's assistance funding and revenues received from Hyland Hills Park and Recreation District pursuant to an agreement with said district.

Historical General Fund Operations. Set forth in the following table is a five year comparative statement of revenues and expenditures of the Westminster's General Fund, including the December 31 fund balance for each year. The following information should be read together with the general purpose financial statements and accompanying notes of Westminster appended hereto.

**Historical General Fund Revenues, Expenditures
and Changes in Fund Balance
(in thousands)**

	2000	2001	2002	2003	2004	2005 Year to Date ¹
Revenues:						
Property taxes	\$ 2,731	\$ 2,968	\$ 3,602	\$ 3,773	\$ 3,887	
Franchise and other taxes	2,909	3,444	3,183	3,621	3,959	
Licenses and permits	2,355	2,319	1,971	2,294	2,322	
Intergovernmental	5,077	5,050	5,008	4,779	4,908	
Recreation fees	4,536	4,749	5,361	5,352	5,072	
Fines and forfeits	2,018	1,705	1,714	1,629	1,978	
Interest	1,212	1,226	583	376	329	
EMS billings	--	--	1,357	1,436	1,492	
Fleet maintenance billings and other	3,653	3,475	3,543	2,330	2,989	
Total revenues	24,490	24,936	24,965	25,590	26,927	
Expenditures:						
General government	16,999	20,419	20,004	23,551	29,781	
Public safety	19,205	20,309	21,128	20,877	24,053	
Public works	6,775	6,813	6,419	6,208	6,636	
Community development	3,368	3,638	3,434	3,369	4,378	
Culture and recreation	12,392	12,314	11,776	11,346	11,560	
Total expenditures	58,739	63,493	62,761	65,351	76,408	
Excess of revenues over (under) expenditures	(34,249)	(38,557)	(37,796)	(39,762)	(49,481)	
Other financing sources (uses):						
Proceeds from Lease	85	1,004	355	251	488	
Operating transfers in from:						
Sales and Use Tax Fund	42,512	49,219	40,892	41,788	54,394	
Water Fund	--	--	--	--	--	
Wastewater Fund	--	--	--	--	--	
Sheridan Park GID	10	10	10	26	--	
Property and liability	--	--	--	--	--	
Capital projects	204	--	--	36	--	
Total transfers in	42,811	50,233	40,902	41,849	54,394	
Operating transfers out	(5,999)	(6,899)	(8,401)	(379)	(3,227)	
Total Other Financing Sources (uses)	36,812	43,334	32,856	41,721	51,655	
Excess of revenues and Other sources over (under) Expenditures and other (uses)	2,563	4,777	(4,940)	1,959	2,175	
Beginning Fund Balance	<u>11,073</u>	<u>13,636</u>	<u>18,413</u>	<u>13,473</u>	<u>16,272</u>	<u>18,446</u>
Ending Fund Balance	<u>\$ 13,636</u>	<u>\$ 18,413</u>	<u>\$ 13,743</u>	<u>\$ 16,272</u>	<u>\$ 18,446</u>	<u>\$</u>

¹ Unaudited through _____, 2005.

Source: City of Westminster Comprehensive Audited Financial Statements 2004; Westminster Finance Department

Budget Process. Westminster's budget is a fiscal blueprint for service delivery. Per the City Charter, the City Council must adopt a balanced budget for the next fiscal year. The City's budget is constructed on a calendar year as required by the City Charter. The voters approved a charter amendment in November 2000 that allows City Council to adopt a two-year budget; the City Council began officially implementing a two year budget with the adoption of the 2003/2004 Biennial Budget.

On or before September 15th of each year the City Manager must prepare and submit a recommended budget to the City Council. The recommended budget must provide detailed estimates of proposed expenditures for each City department, office and agency, and for the court for the ensuing fiscal year. In addition, the budget must set forth the corresponding actual expenditures for the last full fiscal year, the current fiscal year through September 1st and estimates of expenditures for the balance of the current fiscal year. The budget also must set forth all actual and anticipated revenues from sources other than taxes for the equivalent periods, and the estimated balance or deficit for the end of the current fiscal year. If required by the City Council, by resolution or ordinance, the City Manager shall submit to the City Council, simultaneously with his recommended budget, a schedule showing all recommended capital outlay expenditures during the following five fiscal years. Debt service requirements for the budget year must be stated separately. The Charter further requires the budget to set forth the amount to be raised from current and delinquent taxes and the amount to be raised from bond issues during the upcoming fiscal year which, together with any unappropriated revenue surplus and any revenues from other sources, will be necessary to meet the proposed expenditures. The budget must also contain such additional information as the Council may request.

A public hearing on the proposed budget must be held before its final adoption. Notice of the hearing must be published at least one week prior to its scheduled date, stating that the proposed budget is available for public inspection. The budget is to be adopted no later than the fourth Monday of October. On or before the last day of the current fiscal year, the Council shall appropriate by ordinance, based upon the budget as adopted, the moneys needed for municipal purposes during the next fiscal year. The City Council can adopt a budget for two (2) fiscal years instead of one (1) fiscal year, according to such procedures as City Council shall prescribe by ordinance. The City Council adopted the City's 2005-2006 biennial budget in a timely manner pursuant to the above described procedure.

Subject to the restriction discussed below, the adopted budget must provide for a levy on real and personal property which will result in the collection of revenues in the amount necessary to be raised from ad valorem property taxes for municipal purposes. Following adoption of the budget, the Council certifies to the county assessors the amount to be levied on taxable property within the City for collection by the county treasurers.

At the end of each month during the fiscal year, the City Manager submits to the Council data comparing the estimated and actual revenues and appropriated expenditures to date. If accrued revenues are less than anticipated, the Council may reduce appropriations, except amounts required for debt and interest charges, as is necessary to keep expenditures within revenues.

With the exception of expenditures to be financed by the issuance of bonds or by special assessment, no expenditure may be made from City funds unless a specific appropriation has been made for such purpose. The City Council must approve all purchases and contracts in excess of \$50,000, with the City Manager having the authority to approve purchases and contracts in lesser amounts if funds have previously been budgeted to cover such expenses. In the case of an emergency or other unforeseeable event, money designated for contingencies may be transferred without additional appropriation by ordinance; the City Manager may order the transfer of funds within a departmental budget; or the Council may transfer any unencumbered appropriation balance, or any portion thereof, from one account or department (by motion) to another, and from one fund or agency (by ordinance) to another, at any time during the year. If the City receives revenues which were unanticipated at the time of adoption of the budget, the City Council may authorize, by ordinance, the expenditure thereof by adopting supplemental appropriations. The balance of any budget appropriation which has not been encumbered at the end of the year reverts to the fund from which the appropriation was made.

General Fund Budget Summary and Comparison. The City implemented a biennial budget process beginning 2002. The budgets for 2005 and 2006 were adopted by the City Council on October 25, 2004 and summarized below.

General Fund Budget Summary and Comparison

	2004 Budget (Adopted)	2005 Budget (Adopted)	2006 Budget (Adopted)
Revenues			
Property tax	\$ 3,362,500	\$ 3,834,416	\$ 3,987,125
Business tax	2,760,000	3,242,000	3,327,560
Admissions tax	348,000	484,000	576,000
Licenses	175,000	185,000	195,000
Building Permits	1,700,000	1,545,000	1,625,000
Intergovernmental	5,094,000	4,774,000	4,894,000
Recreation charges	4,942,000	5,254,500	5,319,500
Fines & forfeitures	1,925,000	1,950,000	2,050,000
Total reimbursement	50,000	60,000	60,000
Interest income	520,000	250,000	300,000
Emergency medical services	1,600,000	1,500,000	1,550,000
Concrete program	145,000	142,757	110,000
Promenade CAM billings	523,000	420,000	425,000
Housing authority billings	67,000	70,000	100,000
WEDA billings	--	25,000	70,000
Conference center lease payments	600,000	850,000	1,000,000
Lakeview pavilion lease	175,000	175,000	175,000
Recording and filing	40,000	75,000	75,000
Sale of assets	30,000	50,000	50,000
General miscellaneous	165,808	208,392	188,700
Off-duty police	385,000	270,000	275,000
Westminster faire	20,000	20,000	20,000
Elevator inspection fees	11,000	11,000	11,000
Police department training	10,000	13,000	15,000
Street cut impact fee	--	300,000	300,000
Contributions	5,000	5,000	5,000
Refunds	(75,000)	(65,000)	(70,000)
Total Revenue	24,578,308	25,649,065	26,633,885
Transfer payments From GIDs	15,000	25,000	75,000
From Sales/Use Tax	47,235,009	54,910,581	57,033,108
From Utility Fund	--	2,352,408	2,467,586
Carryover	--	--	--
Total Funds Available	\$71,828,317	\$82,937,054	\$86,209,579
Expenditures			
City Council	\$ 137,018	\$ 190,233	\$ 193,469
City Attorney	713,972	918,580	919,252
City Manager	756,963	1,107,609	1,075,127
Central Charges	16,975,583	18,851,122	21,712,662
General Services	4,000,769	4,888,180	4,932,864
Finance	1,217,615	1,572,918	1,567,222
Police	15,624,890	18,834,202	18,704,436
Fire	7,654,675	9,943,875	9,923,185
Community Development	3,600,960	4,504,520	4,559,584
Public Works & Utilities	6,697,741	7,092,197	7,257,755
Parks, Recreation, & Libraries	12,666,518	12,877,274	13,103,339
Total Operating	70,046,704	80,780,710	83,948,895
Transfer Payments	781,613	1,156,344	1,260,684
Contingency	1,000,000	1,000,000	1,000,000
Total Expenditures	\$71,828,317	\$82,937,054	\$86,209,579

Source: City of Westminster Finance Department

Leases and Long-Term Contracts. The City Council has the authority to enter into installment or lease option contracts, subject to annual appropriation, for the purchase of property or capital equipment without prior electoral approval. The term of any such contract may not extend over a period greater than the estimated useful life of the property or equipment. The following table sets forth the City's outstanding leases and long term contracts:

Outstanding Leases and Long-Term Contracts

Issue	Outstanding Principal as of December 31, 2004
Certificates of Participation, Series 1998 (Various Capital Facilities)	\$ 18,667,832 ¹
Certificates of Participation, Series 1998 (Ice Centre)	11,815,000
Certificates of Participation, Series 1999 (Various Capital Facilities)	17,200,000 ¹
Certificates of Participation, Series 2001 (Public Safety Building)	17,400,000 ¹
Equipment Leases	<u>3,408,544</u>
	<u>\$ 68,491,376</u>

¹ Upon the issuance of the 2005 Certificates there will be \$70,397,832 principal amount of Certificates payable pursuant to the Lease.

General Obligation Debt. "Debt" or "indebtedness" as used in this section means, generally, obligations backed by the Westminster's full faith and credit and secured by the unlimited power of Westminster to levy ad valorem property taxes for the payment of bonds and the interest thereon. Any general obligation indebtedness of Westminster is subject to the election requirements described above in "Required Elections." Westminster does not have any outstanding general obligation debt.

Debt/Lease Limitation. Pursuant to the Charter, Westminster is limited in the combined total amount of (a) general obligation indebtedness; and (b) installment or lease purchase contracts which can be outstanding at one time; however, in computing the limitation, outstanding general obligation indebtedness is excluded from the computation if it is (i) incurred for the acquisition or extension of a water system and supply, public utilities, projects, enterprises and works or ways; and (ii) Westminster will derive revenue from such asset or activity. The permitted outstanding amount cannot exceed 3% of the statutory actual value of taxable property within Westminster as determined by the county assessors for the last preceding assessment and, as of December 31, 2004 the amount which cannot be exceeded is \$281,817,584. As of December 31, 2004, the combined total amount of obligations and contracts included in the limitation is \$66,239,406 (which amount is net of the general obligation indebtedness which may lawfully be excluded from the limitation), which leaves a net limitation margin of \$215,578,178.

Other Financial Obligations. Subject to the election the Council also has the power to issue special assessment bonds payable from assessments levied against specially benefited properties within special assessment districts. Westminster has one issue of special assessment bonds outstanding in the principal amount of \$555,000 as of December 31, 2004.

Moral Obligations. Westminster has entered into moral obligations, which represent non binding declarations of the present intent of the City Council to replenish funds securing bond payments, with respect to \$6,460,000 of Tax Increment Adjustable Rate Revenue Bonds (Westminster Plaza Urban Renewal Project) issued by the Westminster Economic Development

Authority, currently outstanding in the principal amount of \$6,310,000, \$38,525,000 of Tax Increment Adjustable Rate Revenue Bonds (Mandalay Gardens Urban Renewal Project) issued by the Westminster Economic Development Authority currently outstanding in the principal amount of \$38,525,000, and the \$6,300,000 Golf Course Enterprise Revenue Bonds, Series 1998, currently outstanding in the principal amount of \$5,805,000, referenced above. Payments, if any, required pursuant to such obligations are subject to annual appropriation by the City Council.

REGIONAL MAP

BROOMFIELD

General

Broomfield was incorporated on June 6, 1961, and became a home rule city under the Constitution of Colorado on adoption of its Charter on November 5, 1974. It was an incorporated municipality, a body politic and corporate, existing under the laws of Colorado. Because the City is a "home rule" city, Broomfield's Charter governs all local and municipal matters. State law applies to matters of local or municipal concern only to the extent not superseded by the Charter or ordinances of Broomfield. The Constitution of Colorado reserves to Broomfield certain powers, including the power to issue, refund, and liquidate all types of municipal obligations and the power to assess property in Broomfield, and to levy and collect taxes on such property for municipal purposes.

Broomfield was located in the Counties of Adams, Boulder, Jefferson and Weld. For a number of years citizens and elected officials express interest in forming a consolidated City and County. In November, 1996, citizens voted in favor of an advisory question to place a question on a statewide election to authorize creation of a city and county. In May, 1998, the Colorado General Assembly adopted a Resolution which placed the creation of the City and County of Broomfield on the ballot for November 3, 1998, statewide election. The statewide vote was over 61% in favor (552,397 for, 342,007 against) of the creation of the City and County. The creation of a city and county last occurred in Colorado in 1902 when the City and County of Denver was formed. The creation is a significant event in Colorado's history and in Broomfield's history. The three years from 1999 to 2001 were a transition period. On November 15, 2001, all areas within the City of Broomfield were detached from the counties of Adams, Boulder, Jefferson and Weld and became the City and County of Broomfield, the 15th largest county in Colorado.

Broomfield is located along the U.S. 36 Corridor, approximately midway between Denver and Boulder, and encompasses approximately 21,632 acres. See "Regional Map" herein. Although Broomfield existed as a small rural community in the mid-1800s, its emergence as a city began in the 1950's with the construction of one of the State's first master-planned suburban communities. Since its incorporation in 1961, Broomfield has grown from approximately 4,500 residents to its present estimated 2004 population of 48,548, as estimated by Broomfield's Planning Department. From 1988 through 1997 Broomfield has increased its total land area by approximately 79% due to the annexation of approximately 9,558 acres of land area. Broomfield is home to a number of companies involved in computer products, related high-technology and other light industry products, including Sun Microsystems, Ball Corporation and, Level 3 Communications Inc. The FlatIron Crossing Mall opened on August 11, 2000. The Department store anchors are Nordstrom, Dillard's, Foley's and Dick's Sporting Goods. FlatIron Crossing Mall includes traditional specialty retailers, a full array of restaurants and a 14-screen movie complex. Taxable retail sales from December 31, 2004 to December 31, 2005, for approximately ___ retailers were approximately \$___,000,000. Adjacent to the 170 acre mall site, the FlatIron Marketplace is a 70-acre retail and mixed-use development that includes Great Indoors, Nordstrom Rack, Linens and Things and Best Buy. FlatIron Market Place had taxable retail sales from December 31, 2004 to December 31, 2005, for approximately __ retailers of approximately \$___,000,000. Main Street at FlatIron is located southwest of FlatIron Crossing Mall and includes approximately 700,000 square feet of retail and over 1.5 million square feet of office and hotel space. Main Street at Flatiron includes Marriott

Renaissance & Town Place Suites, DSW Shoe Warehouse and a Super Wal-Mart. Main Street at FlatIron had retail sales from December 31, 2004 to December 31, 2005 for approximately __ retailers of approximately \$__,000,000. Retail square footage within Broomfield has increased from 1,400,000 square feet in 1999 to approximately _____ square feet in 2005. In November 2003, the Northwest Parkway toll road was completed and opened to the public. This major roadway through the north section of Broomfield provides a 9-mile link between I-25 on the east, where it connects with E-470, providing direct access to Denver International Airport, and 96th Street on the west, near Flatiron Crossing Mall. Approximately 3,000 acres of land located north of West 152nd Avenue, south of Colorado Highway 7 between Interstate-25 and the Boulder County Line has been approved for a major mixed use development, known as Preble Creek. Approved plans currently propose 14 million square feet of commercial/office space, 4,000 single-family residential units and 6,800 multi-family dwelling units. See "APPENDIX D – Economic and Demographic Information - Broomfield."

Government

The Charter establishes the City Council as the legislative and governing body of Broomfield. The City Council consists of ten members elected from five wards in Broomfield and an elected Mayor. The members of the City Council are elected for staggered four-year terms at the general municipal election held in November of odd numbered years, and the Mayor is elected from Broomfield at large for a two-year term. A Mayor Pro Tem is elected from among the members of the Council. The Mayor presides at all City Council meetings, but votes only in the case of a tie. In addition, the Mayor has the right to veto any ordinance, which veto may be overridden by an affirmative vote of two-thirds of the entire Council at the next regular Council meeting following the veto.

The Mayor and members of the City Council, the date of expiration of their current terms, and their principal occupations are, respectively, as follows:

ELECTED OFFICIALS

Member	Office	Term Expires (Nov.)	Principal Occupation
Karen Stuart	Mayor	2007	Office Manager
Randy Ahrens	Mayor Pro Tem	2009	Business Owner
Vincent Buzek	Councilmember	2007	Attorney
Lori Cox	Councilmember	2007	Administrative Assistant/Business Owner
Bette Erickson	Councilmember	2009	Freelance Writer
Bob Gaiser	Councilmember	2009	
Steve Kaverman	Councilmember	2007	Assistant Director of Operations-Private Railway
Brian Kenyon	Councilmember	2009	
Dennis McCloskey	Councilmember	2009	
Linda Reynolds	Councilmember	2007	Financial Analyst
Walt Spader	Councilmember	2007	Consultant

All legislative powers of Broomfield are held by the City Council except as provided in the Charter. The affirmative vote of a majority of the membership of the entire City Council is required for the enactment of any ordinance, except for certain types of ordinances which require the affirmative vote of two-thirds of the entire City Council. The Charter provides for voter referenda and initiatives, pursuant to which voters can require the City Council to submit ordinances to the voters at general or special municipal elections.

Under the Constitutional Amendment, the Mayor and the City Council are the governing body for Broomfield. In addition to their duties regarding municipal government, they also perform the statutory duties of a Board of County Commissioners. The Broomfield charter states that Broomfield's form of government will be the council-Manager form of government. The mayor is elected at-large and Council members are elected from five wards with two Council members per ward.

Administration and Management

The City Council appoints all boards and commissions, (unless otherwise required by law), the City and County Attorney, municipal judges, and the City and County Manager. The City Manager is the executive head of the government of the City and County and is responsible for the enforcement of the City's laws and ordinances. The City and County Manager also administers the operation of all the departments and divisions of the City and County, including the Finance, Community Resources, Community Development Public Works, Police, Courts Administration, Clerk and Recorder, Human Resources, Information Technology and Health and Human Services Departments. The City and County Manager has the authority to appoint directors of all departments of Broomfield.

Broomfield is administered under a council-manager form of government. The City Council is the policy making body. The City and County Manager is appointed by and is responsible to the

City Council and serves as Broomfield's Chief Executive Officer. Broomfield's Municipal Code designates the officers who perform the acts and duties required of county officers.

George Di Ciero, City and County Manager. Mr. Di Ciero, has been City Manager since 1968 and City and County Manager since 2001. Mr. Di Ciero, who has been in local government administration since 1966, served as Administrative Assistant for Grand Junction, Colorado, in 1966 and as Assistant to the City Manager of Littleton, Colorado, from February 1967 until he came to the City. Mr. Di Ciero received a B.A. degree in Political Science and Economics in 1965 and an M.A. degree in Public Administration in 1967, both from the University of Colorado in Boulder. Mr. Di Ciero is a member of the International City Management Association and the Colorado City Management Association.

The other officers and employees of Broomfield and their principal occupations during at least the past five years, are as follows:

Charles S. Ozaki, Deputy City and County Manager. Mr. Ozaki received a B.A. degree in Political Science in 1971 and an M.A. degree in Public Administration in 1976, both from the University of Colorado in Boulder. He was employed by the City of Westminster, Colorado, from 1977 to 1979 as Personnel Officer and Assistant to the City Manager. From 1979 to 1981, he was a circuit rider City Manager for the Towns of Norwood and Nucla, Colorado, and in 1981 he became circuit rider City Manager for the Towns of Debeque and Collbran, Colorado. Mr. Ozaki was appointed Assistant City Manager for Broomfield in 1982.

Gregory W. Demko, Finance Director. Mr. Demko was appointed Finance Director for the City of Broomfield in September, 1995. He was employed by the City of Loveland, Colorado as Administrative Services Director from 1983 to 1993 and Finance Director for the City of Marietta, Georgia from 1993-1995. Mr. Demko received a B.B. Degree in Accounting and Management from Western Illinois University in 1974 and a Masters of Business Administration in 2004 from Regis University. He is a CPA, a Colorado Certified Government Finance Officer and a member of the Government Finance Officers Association and American Institute of Certified Public Accountants.

William Tuthill III, City and County Attorney. Mr. Tuthill was appointed as the City and County Attorney by the City Council in May, 2005. He graduated from Harvard Law School in 1982. He received a B.A. in political science from Northwestern University in 1979 and also an M. A. from Northwestern in 1980, with an emphasis in public policy analysis. He spent several years in private practice in Denver and has taught at the University of Puget Sound School of Law. In 1989 he entered the public sector as an assistant county Attorney in Jefferson County, Colorado and became the Jefferson County Attorney in 2002.

City and County Employees

Broomfield has 585 full time employees. None of Broomfield's employees are represented by a union, and Broomfield considers its employee relations to be very good.

Employees and Employee Benefits

Broomfield sponsors five retirement plans including an "Old Hire" Employees' Pension Plan, an Employees' Deferred Compensation Plan, an Employee Money Purchase Plan, a Policemen's Pension Fund, and a Money Purchase Plan for "New Hire" Police Officers. Further information regarding the City and County's Retirement Plans may be found in Note 9 to the financial statements that are attached to this Official Statement as APPENDIX H.

Municipal Services

Broomfield provides its citizens with police protection, streets and public works, parks and recreation services, library services, water services and sanitary sewer collection and treatment. Gas and electric services in Broomfield are provided by Xcel Energy. Fire protection services are provided by North Metro Fire Rescue District, the boundaries of which include most of Broomfield, and in some small portions of Broomfield, by Louisville Fire Protection District and Cherryvale Fire Protection District. Trash removal services are provided to Broomfield's residents by several private companies. Medical facilities in Denver and Boulder are available to residents of Broomfield. Broomfield provides transportation services for its residents over age 55 in cooperation with Broomfield Senior Resources, Inc.

County Services

Broomfield provides all the services of Colorado counties. These include Health and Human Services that provides for public assistance, child care, elderly disabled and medical services and public health, a Detention Center, a Clerk and Recorder Department for document recording, and motor vehicle registration, a Courts Administration Department for the Municipal, County and District Courts and a Central Records office for the Clerk and Recorder, Assessor, Treasurer and Public Trustee.

Financial Statements

Pursuant to Colorado statutes, Broomfield is required to have its financial statements audited at least annually. The audited financial statements must be filed with the State Auditor by July 31 of each year. Broomfield's financial statements for the year ended December 31, 2004, were examined by Clifton Gunderson LLP., independent certified public accountants. The financial statements and the report of the certified public accountant for the fiscal year ended December 31, 2004 are attached to this Official Statement as APPENDIX H.

Budgets and Capital Improvements Plan

Broomfield's fiscal year runs from January 1 to December 31. The Charter requires the City and County Manager to submit to the City Council the current expense budget for the ensuing fiscal

year and a long-range capital budget prior to the beginning of each fiscal year. The annual budget is required to contain an estimate of all anticipated revenues and the proposed expenditures necessary for the operation of Broomfield's departments, offices, and agencies. It is also required to include an estimate of the general fund surplus or deficit, debt service requirements, and an estimate of the sum required to be raised by tax levy for the ensuing fiscal year. After public hearing, the City Council may adopt the budget without change or may amend the budget by adding new items of expenditure or by increasing, decreasing, or removing items of expenditure, except that the City Council may not delete or reduce any appropriations for expenditures required by law, for debt service, or for estimated cash deficit. The Charter directs the City Council in adopting the budget to estimate the amount of money necessary to be raised by tax levy, taking into account total proposed expenditures and estimated revenues. The City Council is required to adopt the budget by resolution on or before December 1

Broomfield annually budgets and expends funds on capital improvements for street construction, replacement and addition of traffic control devices, improvements, and acquisitions of recreational facilities, and other similar improvements. As of July 1, 1984, the City established a Sales and Use Tax Capital Improvement Fund into which one-third of 3.5% sales and use tax revenues are deposited. The City may issue bonds payable from the revenues deposited in the Sales and Use Tax Capital Improvements Fund, and the proceeds of such bonds may be applied to the costs of capital improvements.

The City, including the City and County of Broomfield, Colorado Building Corporation (the "Building Corporation") expended \$72,393,505 in 2001, \$50,084,743 in 2002, \$59,303,472 in 2003 \$21,897,278 in 2004 and \$_____ in 2005 for capital improvements. Broomfield estimates in its 2006 Budget that expenditures for capital improvements will be approximately \$_____ in 2006.

Broomfield's Master Plan

In 1995, Broomfield began an intensive community participation process to create a new Master Plan for Broomfield. In November of 1995, City Council adopted the current Master Plan reflecting a commitment to a lower build out population, substantial increases in open space, and an enhanced role for transit facilities in the future of Broomfield. The 1995 Master Plan also created new Design Guidelines for future development in the community. The current plan reflects the evolution of Broomfield towards a higher quality, family oriented community within the overall context of a strategic front range location in the metropolitan area between Denver and Boulder.

Broomfield's Vision Statement, adopted by City Council in August of 1994, provides a unified vision of the community which forms a foundation for both the Master Plan and the Strategic Plan. The 1995 Broomfield Master Plan addresses the physical development of Broomfield the future land uses as well as design guidelines for new construction. The Master Plan does not cover other issues such as the preservation of a "sense of community" in Broomfield or the provision of senior and social services for residents. These diverse issues are brought together by the Strategic Plan with a list of recommendations and action steps designed to achieve the overall vision of the community. The Vision, the Master Plan, and the Strategic Plan form a trio of elements working in concert to shape Broomfield's future. Broomfield is finalizing an Open Space, Parks, Recreation and Trails Master Plan that carries forth the vision for Broomfield's open lands originally established in the 1995 Broomfield Master Plan.

WESTMINSTER

General

Westminster is located in western Adams and northeastern Jefferson Counties, two miles from the northwestern boundary of Denver. Westminster encompasses approximately 33 square miles and, according to the Colorado Department of Regulatory Agencies, Westminster's current estimated population is 107,363. Incorporated as a municipal corporation in 1911, Westminster became a home rule municipality in 1958 upon adoption of its Charter.

City Powers

Pursuant to the Charter, Westminster has the power of local self government and home rule, as well as all municipal powers established by the constitution and laws of the State of Colorado. Among those powers, rights and liabilities specifically granted by the Charter are the following: perpetual succession; to own, possess and hold real and personal property; to succeed to all rights and liabilities, to acquire all benefits and to assume payment of all bonds, obligations and indebtedness of Westminster; to sue and defend, plead and be impleaded in all courts and places and in all matters and proceedings; to purchase, receive, hold and enjoy, or sell and dispose of real and personal property; to acquire, hold and manage property outside City limits by gift, lease or purchase for park or recreation purposes and to adopt rules, regulations and schedules of charges for the use of such property; and to have and use a common seal. Pursuant to Chapter XIV of the Charter, Westminster has the power to fix from time to time such just and reasonable rates and other charges as may be deemed advisable for supplying the inhabitants of Westminster and others with such public utility services as Westminster may provide. In addition, the City powers granted to municipalities by the constitution and laws of the State of Colorado include the powers relating to the assessment of property and the levy and collection of general taxes.

Governing Body

Westminster operates under a council manager form of government whereby, except as otherwise provided by the Charter or statute, the City Council exercises all powers conferred upon or possessed by Westminster and has the power and authority to adopt such laws, ordinances and resolutions as it deems proper in the exercise thereof, and the City Manager serves as the chief administrative officer of Westminster government. The Council consists of seven members, six councilors and the mayor, all of whom are elected from Westminster at large. The mayor is the presiding officer of the Council and has an equal voice and vote in all proceedings of the Council, but has no veto power. The mayor pro tem is appointed from the Council membership for a two year term to serve in the event of absence or disability of the mayor. One City councilor serves in the additional capacity of representative to the Denver Regional Council of Governments for a two year term. The members of the City Council, their principal occupations, length of service on the Council, and terms of office are set forth in the following table.

City Council

Name	Principal Occupation	Years of Service	Term Expires
Nancy McNally, Mayor	Assistant Vice President and Office Manager	3	2009
Tim Kauffman, Mayor Pro-Tem	Business Executive	4	2007
Chris Dittman	Education-Retired	3	2007
Mark L. Kaiser	Business Owner	-	2009
Mary Lindsey	General Manager	-	2009
Scott Major	Test Engineer	-	2009
Jo Ann Price	Real Estate Appraiser	2	2007

Administration

The council manager form of government vests responsibility for Westminster operations in the City Manager and City staff. The City Manager is appointed by the City Council and, pursuant to an employment contract, serves for an indefinite term at the pleasure of the Council. During his tenure in office, the City Manager must reside within Westminster's boundaries. The staff functions through Westminster's various departments which are under the direction of the City Manager. The following is a list of the administrative and management personnel most directly involved in the issuance of the Certificates, their duties within Westminster government and their background experience.

City Manager. The City Manager is the chief administrative officer of Westminster. He is responsible to the Council for all City affairs placed in his charge by the Charter or by law, including responsibility for the efficient operation of all administrative departments of Westminster government with the exception of those under the direction of the City Attorney and the municipal court. He is further required to perform such other duties as requested by the Council. J. Brent McFall began as the City Manager on May 21, 2001. Mr. McFall was the Chief Administrative Officer of the City of Kent, Washington (a Seattle suburb with approximately 75,000 residents) since 1994. Mr. McFall also served as the City Manager in Federal Way, Washington and Emporia, Kansas, and as Chief Administrator in Merriam, Kansas. He received his bachelor's degree in personnel administration in 1974 and his master's degree in public administration in 1976, both from the University of Kansas. Mr. McFall was twice recognized by the Washington City Management Association with its Award for Excellence for progressive and innovative management. His professional affiliations include active membership in the International City and County Managers' Association, the Washington City Management Association (and as a past board member) and the Highline Community College Foundation (and as past president and recipient of the Circle of Honor Award).

Assistant City Manager. The Assistant City Manager is the second highest administrative officer of Westminster generally responsible for daily City operations. In the absence of the City Manager, he performs all duties of the City Manager. Specific responsibilities include production of Westminster's annual budget, developing and monitoring the capital improvement program, tracking and projecting City revenues, and managing special projects. Stephen P. Smithers returned to the City as the Assistant City Manager in June 2000. He also has served Westminster in several roles from 1983 to 1989 as Management Intern, Management Assistant and as the Assistant to the City

Manager. Prior to his current position with Westminster, he was Manager of Special Programs for the Colorado Municipal League. In addition, Mr. Smithers has served on the Public Utilities Commission E-911 Task Force, as a board member of the Colorado Association of Commerce and Industry's Business Council for Healthcare Competition, president of the Colorado Municipal Management Assistants' Association and the Advisory Committee for the Colorado Telecommunications Infrastructure Fund. His professional affiliations include the International City and County Managers' Association, Colorado City and County Management Association and the National League of Cities. Mr. Smithers holds a Bachelor of Arts degree from Boston University and a master's degree in public administration from the University of Colorado.

Finance Director. The Westminster Finance Director is the chief financial officer of Westminster and acts as the City Treasurer pursuant to Westminster's Charter and Code. The responsibilities of the Finance Director include, but are not limited to, accounting and financial reporting, debt management, sales tax administration, revenue collection, investments, pension administration. Tammy A. Hitchens, CPA, was appointed Finance Director in April 2005. Prior to her appointment as Finance Director, she served as the Accounting Manager for the City of Westminster for seven years. She also served the City as the Accounting Manager or Investment Officer from 1989 – 1995. Prior to returning to Westminster in 1998, she served as the Assistant Director of Budget and Finance for two and one-half years at Jefferson County School District in Colorado. She holds a Master of Science Degree in Finance from the University of Colorado and a Bachelor of Science degree in Business Administration – Accounting from the University of Northern Colorado. She is a Certified Public Accountant in the State of Colorado and a Certified Public Finance Officer. Ms. Hitchens is an active member of the Government Finance Officers Association of the United States and Canada ("GFOA").

Treasury Manager. The Treasury Manager reports to the Finance Director and the responsibilities of the Treasury Manager include, but are not limited to, revenue collection, all aspects of debt management, cash and portfolio management, utility billing and financial analysis. Robert C. Smith was appointed as the Treasury Manager of the Finance Department in 2002. Prior to his appointment to the City of Westminster, Mr. Smith was a private financial consultant engaged on a wide range of corporate planning and treasury matters for two years, and a Treasury Manager for the Coors Brewing Company for ten years. He holds a Bachelor of Arts degree in Economics from Earlham College and a Master's in Business Administration in Finance from the John M. Olin School of Business at Washington University. Mr. Smith is an active member of the Financial Executives Institute and the Government Finance Officers Association of the United States and Canada ("GFOA").

City Attorney. The Office of the City Attorney acts as the legal advisor to the City Council and is responsible solely to the City Council pursuant to the City Charter. The City Attorney is appointed by the City Council for an indefinite period and serves at the pleasure of the City Council. Martin R. McCullough was appointed City Attorney on February 10, 1986, after holding the position of acting City Attorney since September 1985. Mr. McCullough received his Juris Doctor degree in 1982 from the University of Houston in Houston, Texas. He is admitted to practice law in Texas and Colorado and is a member of the Colorado and Denver Bar Associations. He is also a member and past president of the Metro City Attorney's Association and the Attorney's Section of the Colorado Municipal League. Mr. McCullough was designated a Local Government Fellow by the International Municipal Lawyers Association in 2004.

Capital Improvement Program

Westminster has prepared a five year capital improvement program ("CIP") for the General Fund and the Utility Fund for the years 2005 through 2009. The plan incorporates the City Council's goals for community development and progress and reflects the continuing need to extend services and provide facilities to adequately serve present and future users. The projects budgeted in the General CIP are expected to be financed primarily with moneys from the General Fund, park development fees, Lottery funds, interest income, sales and use tax revenues available after payment of debt service on sales and use tax bonds, and revenue bonds or other obligations. The Utility Fund projects are expected to be funded from revenues generated from the water and wastewater system and from revenue bonds. The following tables set forth the pay as you go portion of the City's capital improvement program as presented in the City's 2005-2006 Budget.

Services Provided by Westminster

Westminster is a full service city, providing a broad range of municipal services to the community including police and fire protection; emergency medical and ambulance; water and wastewater utilities; parks, recreation and libraries; street maintenance and construction; cultural and general administrative services; and planning and community development.

Financial Statements

Pursuant to Colorado statutes, Westminster is required to have its financial statements audited at least annually. The audited financial statements must be filed with the State Auditor by July 31 of each year; if Westminster fails to file its audit report, the State Auditor may, after notice to Westminster, authorize the Treasurers for Adams and Jefferson Counties to prohibit release of Westminster's tax revenues and other moneys until Westminster files the audit report. Westminster's financial statements for the year ended December 31, 2004, were examined by Clifton Gunderson LLP, independent certified public accountants. The financial statements and the report of the certified public accountants for the fiscal year ended December 31, 2004, are attached to this Official Statement as APPENDIX I.

LITIGATION, SOVEREIGN IMMUNITY AND INSURANCE

The Lessees have joined with other Colorado municipalities in a municipal self-insurance pool, the Colorado Intergovernmental Risk Sharing Agency ("CIRSA"). The Lessees believe that CIRSA provides coverage similar to that customarily obtained by similar entities insuring similar operations and assets.

The Lessees are named in certain claims and lawsuits for damages principally in connection with alleged police misconduct, accidents involving Lessee's property, employment related claims and building inspection claims. Regarding such pending litigation, it is the opinion of the Broomfield City and County Attorney and the opinion of the Westminster City Attorney that the Lessees' level of insurance coverage is adequate and that such litigation will not result in a final judgment against the Lessees which would, individually or in the aggregate, materially affect the Lessees' financial position or its ability to perform its obligations to the owners of the Certificates.

The Colorado Governmental Immunity Act, Title 24, Article 10, Part 1, C.R.S. (the "Immunity Act"), provides that, with certain specified exceptions, sovereign immunity acts as a bar to any action against public entities, such as the Lessees, for injuries which lie in tort or could lie in tort.

The Immunity Act provides that sovereign immunity is waived by a public entity for injuries occurring as a result of certain specified actions or conditions, including: The operation of a non-emergency motor vehicle, owned or leased by the public entity; a dangerous condition of any public buildings; and a dangerous condition of a public highway, road or street as provided in the Immunity Act. In such instances, the public entity may be liable for injuries arising from an act or omission of the public entity, or an act or omission of its public employees, which are not willful and wanton, and which occur during the performance of their duties and within the scope of their employment. The maximum amounts that may be recovered under the Immunity Act, whether from one or more public entities and public employees, are as follows: (a) for any injury to one person in any single occurrence, the sum of \$150,000; (b) for an injury to two or more persons in any single occurrence, the sum of \$600,000; except in such instance, no person may recover in excess of \$150,000. The Lessees may, by ordinance, increase any maximum amount that may be recovered from the Lessees for the type of injury described in the resolution. However, the Lessees may not be held liable either directly or by indemnification for punitive or exemplary damages unless it voluntarily pays such damages in accordance with state law.

The Lessees may be subject to civil liability and may not be able to claim sovereign immunity for actions founded upon various federal laws. Examples of such civil liability include suits filed pursuant to 42 U.S.C. 1983 alleging the deprivation of federal constitutional or statutory rights of an individual. In addition, the Lessees may be enjoined from engaging in anti-competitive practices which violate the antitrust laws. However, the Immunity Act provides that it applies to any action brought against a public entity or a public employee in any state court having jurisdiction over any claim brought pursuant to any federal law, if such action lies in tort or could lie in tort.

LEGAL OPINION AND TAX EXCLUSION

Opinion of Bond Counsel

Legal matters relating to the authorization, issuance, sale and tax status of the Certificates are subject to the approval of Hahn, Smith, Walsh & Mancuso, P.C., Denver, Colorado, as Bond Counsel, whose opinion will be attached to the Certificates and delivered at closing.

Certain Tax Matters

The Tax Reform Act of 1986 (the "Act") contains substantial changes to the provisions of the Internal Revenue Code of 1954, as amended, relating to the exclusion from federal income taxation on obligations of states and their political subdivisions. The Act reorganizes the prior law rules contained in the Internal Revenue Code of 1954, as amended, into the Internal Revenue Code of 1986 (the "1986 Code"). The 1986 Code has been further amended by a number of Acts of Congress (the "Code").

The Code contains provisions applicable to the Certificates, including certain requirements that must be complied with subsequent to the issuance of the Certificates, for interest thereon to be excluded from federal income taxation. The Code also includes a special alternative minimum tax on corporations for tax years beginning after 1986 determined as 20 percent of the corporation's alternative minimum taxable income. Such alternative minimum taxable income includes 75 percent of the amount by which "adjusted current earnings" exceeds "alternative minimum taxable income." Interest on a Certificate would be includable in "adjusted current earnings" of a corporation for purposes of such alternative minimum tax. The Certificates are not "private activity bonds" and thus are not treated as a preference item in calculating the alternative minimum tax imposed by the Code on corporations and taxpayers other than corporations.

The Code provisions deny a deduction for interest on indebtedness incurred or continued to purchase or carry the Certificates or, in the case of a financial institution, that portion of an owner's interest expense allocated to interest on the Certificates. With respect to insurance companies subject to the tax imposed by Section 831 of the Code, for taxable years beginning after December 31, 1986, Section 832(b)(5)(B)(i) of the Code reduces the deduction for loss reserves by 15 percent of the sum of certain items, including interest on the Certificates. For taxable years beginning after December 31, 1986, interest on the Certificates earned by certain foreign corporations doing business in the United States could be subject to a branch profits tax imposed by Section 884 of the Code. Further, passive investment income, including interest on the Certificates, may be subject to federal income taxation under Section 1375 of the Code for Subchapter S corporations that have Subchapter C earnings and profits at the close of the taxable year if greater than 25 percent of the gross receipts of such Subchapter S corporation are passive investment income. Further, Section 86 of the Code requires recipients of certain Social Security and certain Railroad Retirement benefits to take into account in determining gross income, receipts of accruals of interest on the Certificates. Finally, for taxable years beginning after 1986, every person who is required to file a return under Section 6102 of the Code must include on that return the amount of tax-exempt interest, including the interest on the Certificates that is received or accrued during the taxable year.

Any Certificates issued with an initial offering price of less than the principal amount payable on such Certificates at maturity are referred to herein as "Discount Certificates." In the case of Discount Certificates, the difference between the initial offering price at which a substantial amount of such Discount Certificates is sold to the public and the principal amount payable at maturity constitutes "original issue discount" under the Code. The amount of the original issue discount that is deemed to accrue to an owner of a Discount Certificate under Section 1288 of the Code is treated as interest excludable from gross income for federal income tax purposes to the same extent that stated interest would be excludable from gross income. The amount of the original issue discount that is treated as accruing with respect to a Discount Certificate is added to the tax basis of the owner in determining for federal income tax purposes gain or loss upon its disposition (whether by sale, redemption or payment at maturity). With respect to a taxpayer who purchases a Discount Certificate in the initial public offering at the initial public offering price (assuming this is the price at which a substantial amount of Discount Certificates are sold to the public) and who holds such Discount Certificates to maturity, the full amount of original issue discount will constitute interest which is excluded from the gross income of the owner of such Discount Certificates for federal

income tax purposes, and such owner will not, under present federal income tax law, realize taxable capital gain upon payment of such Discount Certificates at maturity.

Interest on Discount Certificates in the form of original issue discount is treated, under Section 1288 of the Code, as accruing at a constant yield and compounding semiannually on December 1 and June 1. The amount of original issue discount which is treated as accruing for any particular semiannual accrual period is generally equal to the excess of (i) the product of (a) one-half of the yield on such Discount Certificates (adjusted as necessary for an initial short period) and (b) the adjusted issue price of such Discount Certificates over (ii) the amount of stated interest actually payable. For purposes of the preceding sentence, the adjusted issue price is determined by adding to the initial offering price at which a substantial amount of such Discount Certificates are sold to the public, the original issue discount that is treated as having accrued during all prior semiannual accrued periods (or initial short period). If a Discount Certificate is sold or otherwise disposed of between semiannual compounding dates, then the original issue discount that would have accrued for that accrual period for federal income tax purposes is to be apportioned in equal amounts among the days in such accrual period.

The amount of original issue discount that is deemed to accrue with respect to Discount Certificates purchased for a cost that exceeds the sum of (i) the initial offering price at which a substantial amount of such Discount Certificates is sold to the public plus (ii) accrued interest and accrued original issue discount is reduced by an amount that reflects amortization of such excess over the remaining term of the Discount Certificates.

Owners who purchase Discount Certificates in the initial public offering but at a price different from the initial offering price at which a substantial amount of Discount Certificates are sold to the public should consult their own tax advisors with respect to the tax consequences of the ownership of the Discount Certificates.

It is possible under state and local income tax laws that original issue discount on Discount Certificates may be taxable in the year of accrual, and may be deemed to accrue earlier than under federal law. Owners of Discount Certificates should consult their tax advisors with respect to state and local tax consequences of owning Discount Certificates.

In the opinion of Bond Counsel, subject to compliance by the Lessees with all requirements of the Internal Revenue Code of 1986, as amended, the portion of the Base Rentals which is designated in the Lease and paid by the Lessees as interest on the Certificates, including original issue discount properly allocated to the owners of the Certificates, is excluded from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; it should be noted, however, that for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest and such original issue discount is taken into account in determining adjusted current earnings.

Exclusion of the interest on the Certificates from federal income taxation under Sections 103 and 141 through 150 of the Code will depend upon compliance by the Lessees with certain requirements of said sections of the Code throughout the term of the Certificates. Under the Code,

failure of the Lessees to comply with such requirements could cause the Certificates to be taxable retroactively to their date of issuance. The Lessees have covenanted to comply with the requirements of said sections of the Code.

To the extent the portion of the Base Rentals which is designated in the Lease and paid by the Lessees as interest on the Certificates, including original issue discount properly allocated to the owners of the Certificates, is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax, such interest and such original issue discount is not subject to income taxation by the State of Colorado.

NO LITIGATION CERTIFICATE

At the time of original delivery of the Certificates, there will be furnished a certificate signed by the Broomfield City and County Attorney and the Westminster City Attorney stating, among other things, that there is no litigation then pending, or to their knowledge threatened, affecting the validity of the Certificates.

UNDERWRITING

The Certificates are being purchased by the Underwriter, at par, plus a net original issue premium of \$ _____ and less an underwriting discount of \$ _____, pursuant to a purchase contract entered into among that firm, the Lessees and the Lessor. The right of the Underwriter to receive compensation in connection with this issue is contingent upon the actual sale and delivery of the Certificates. The Underwriter has initially reoffered the Certificates to the public at the prices set forth on the cover page of this Official Statement, plus accrued interest from the date of the Certificates. Such prices may subsequently change without any requirement of prior notice. The Underwriter reserves the right to join with dealers and other investment banking firms in reoffering the Certificates to the public.

Although the Underwriter expects to maintain a secondary market for the Certificates, no guarantee can be made that a secondary market for the Certificates will develop or be maintained by the Underwriter or others. Thus, prospective investors should be prepared to hold their Certificates to maturity or prior redemption.

CONTINUING DISCLOSURE UNDERTAKING

Broomfield and Westminster have covenanted in Continuing Disclosure Undertakings (the "Undertakings"), executed for the benefit of the Certificate Owners, to provide certain financial information and operating data relating to the Broomfield and Westminster and to provide notices of the occurrence of certain enumerated events. See "APPENDIX E - Form of Continuing Disclosure Undertaking" for detailed provisions of the Undertakings. Broomfield and Westminster are in compliance with all of their previous Undertakings.

RATINGS

[Moody's Investors Service, Inc., and Fitch IBCA, Inc. have assigned their municipal bond ratings of "Aaa" and "AAA", respectively, to this issue of Certificates with the understanding that upon delivery of the Certificates, a policy insuring the payment when due of the principal of and interest on the Certificates will be issued by the Insuror.]

The Certificates have received an underlying rating of "___" from Moody's Investors Services, Inc. ("Moody's"). An explanation of the significance of the rating may be obtained from Moody's at 99 Church Street, New York, New York, 10007.

Such ratings reflect only the views of such rating agencies, and there is not assurance that such ratings will continue for any given period of time or that such ratings will not be revised downward or withdrawn entirely by the applicable rating agency if, in its judgment, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Certificates.

MISCELLANEOUS

As to various items of information included in this Official Statement, the Lessees and Lessor have attempted to obtain accurate information from governmental authorities and other sources that were believed to be reliable. However, the Lessees and the Lessor do not warrant the completeness or accuracy of any information so obtained. The references in this Official Statement to the Lease, Indenture, statutes, resolutions, contracts and other documents are brief summaries of certain provisions of those documents. These summaries do not purport to be complete, and reference is made to the documents for full and complete statements of their provisions. All estimates used in this Official Statement are intended only as estimates and not as representations.

OFFICIAL STATEMENT CERTIFICATION

The execution and delivery of this Official Statement by the Mayor, the City and County Manager and the Finance Director of Broomfield have been duly authorized by the City Council of the City and County of Broomfield, Colorado. The execution and delivery of this Official Statement by the Mayor, the City Manager and the Finance Director of Westminster have been duly authorized by the City Council of the City of Westminster, Colorado.

CITY AND COUNTY OF BROOMFIELD, COLORADO

By: _____
Mayor

By: _____
City and County Manager

By: _____
Finance Director

CITY OF WESTMINSTER, COLORADO

By: _____
Mayor

By: _____
City Manager

By: _____
Finance Director

APPENDIX A

Summary of Certain Provisions of the Lease

The following is a summary of certain provisions of the Lease. Reference is made to the actual Lease for a complete recital of its terms. Copies of the Lease are available from the Underwriter upon request prior to the delivery of the Certificates.

Definitions

Set forth below are selected definitions of terms used in this Official Statement, the Lease and the Indenture.

"Acquisition Fund" means the special fund created under the Indenture for the purpose of disbursing the proceeds derived from the sale of the Certificates in payment of the Costs of Acquisition.

"Additional Certificates" means the additional certificates issued or permitted to be issued pursuant to the Indenture, with the consent of the Insurer.

"Additional Rentals" means the cost of all taxes, insurance premiums, reasonable expenses and fees of the Trustee, utility charges, costs of maintenance, upkeep, and repair, Reserve Fund payments, and all other charges and costs (together with all interest and penalties that may accrue thereon in the event that Broomfield and Westminster shall fail to pay the same), which Broomfield and Westminster assume or agree to pay with respect to the Property. Additional Rentals shall be divided equally between Broomfield and Westminster. Additional Rentals do not include the Base Rentals or the Purchase Option Price.

"Base Rentals" or "Foundation Base Rentals" means the total payments payable by both Broomfield and Westminster pursuant to Section 6.2 of the Lease and Exhibit C-1 hereto, as it may be amended hereunder, during the Lease Term, which constitute the total payments payable by Broomfield and Westminster for and in consideration of their right to use the Property during the Lease Term.

"Broomfield Base Rentals" means the payments payable by Broomfield pursuant to Section 6.2 of the Lease and Exhibit C-2 hereto, as it may be amended hereunder, during the Lease Term, which constitute the payments payable by Broomfield for and in consideration of the right to use the Property during the Lease Term.

"Broomfield Representative" means the person or persons at time designated to act on behalf of Broomfield for the purposes of performing any act under the Lease by a resolution of its City Council. Broomfield shall furnish to the Trustee, Westminster and the Lessor a written certificate containing the specimen signature of such person or persons and signed on behalf of Broomfield by the Mayor. The designation of the Broomfield Representative may be changed by Broomfield from time to time by resolution of the Council and by furnishing a new certificate to the Trustee, Westminster and the Lessor.

"Certificates" or "Series 2006 Certificates" means one or more certificates of participation to be issued pursuant to the Indenture evidencing assignments of proportionate interests in rights to receive Revenues.

"Certificate Fund" means the special fund created by the Indenture for the purpose of holding and disbursing to the Participants the Base Rentals paid by the Lessees, and includes both the Principal Account and the Interest Account thereof.

"City" means the City of Westminster, Colorado.

"City and County" means the City and County of Broomfield, Colorado.

"Code" means the Internal Revenue Code of 1986, as amended and supplemented from time to time.

"Costs of Acquisition" shall be deemed to include payment of or reimbursement for the following items:

(a) title insurance policies, legal fees and expenses, appraisal fees, independent inspection fees, engineering fees and other closing costs incurred in connection with the acquisition of the Open Space Land;

(b) all other costs which are considered to be part of the costs of acquisition of Open Space Land.

"Councils" means the City Councils of Broomfield and Westminster.

"Event of Default" means one or more of the events set forth in Section 14.1 of the Lease.

"Event of Nonappropriation" means a termination of the Lease by the Lessees, determined by the Lessees' failure, for any reason, to specifically budget and appropriate moneys to pay all Base Rentals and reasonably estimated Additional Rentals, as provided in Section 6.6 of the Lease.

"Extraordinary Revenue Fund" means the special fund created under the Indenture into which Extraordinary Revenues are to be deposited.

"Extraordinary Revenues" means (i) the Purchase Option Price if paid; (ii) all Net Proceeds, if any, of casualty insurance, title insurance, and condemnation awards, in connection with the Property, not applied to the repair, restoration, modification, improvement, or replacement of the Property; and (iii) all Net Proceeds derived from foreclosure and sale of the Property, if any, pursuant to Sections 702 and 705 of the Indenture.

"Fiscal Year" means Broomfield and Westminster's fiscal year, which begins on January 1 and ends on December 31.

"Force Majeure" means without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies, or officials or any civil or military authority; insurrection; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes, or canals; or any other cause or event not within the control of the Lessees.

"Foundation" means The Broomfield-Westminster Open Space Foundation, Inc., a Colorado nonprofit corporation, acting as lessor under the Lease and grantor under the Indenture, or any successor thereto.

"IGA" means the Intergovernmental Agreement dated as of October __, 2005, between Broomfield and Westminster.

"Indenture" means that certain Mortgage and Indenture of Trust of even date herewith between the Lessor and the Trustee, and any amendments made thereto pursuant to the terms thereof.

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court in the State and who is not an employee of the Lessor, the Trustee, or the Lessees.

"Insurer" means _____.

"Lease" means this Open Space Lease Purchase Agreement, including the Exhibits attached hereto, and any amendments made hereto pursuant to the terms of the Lease.

"Lease Term" means the Original Term and any Subsequent Terms as to which the Lessees may exercise their option to renew the Lease by appropriating funds for the payment of Base Rentals and Additional Rentals and refers to the time during which the Lessees are the lessees of the Property under the Lease as provided in Section 4.1 of the Lease; subject to the terms and provisions of Sections 4.2, 6.1, 6.2 and 6.6 of the Lease. Certain provisions of the Lease survive the termination of the Lease Term, as further provided in Section 4.2 of the Lease.

"Lessor" means The Broomfield-Westminster Open Space Foundation, Inc a Colorado nonprofit corporation, acting as lessor under the Lease and grantor under the Indenture, or any successor thereto.

"Lessees" means Broomfield and Westminster.

"Lessee Representative" means the person or persons at the time designated to act on behalf of the Lessees for the purposes of performing any act on behalf of the Lessees under the Lease or the Indenture by a written certificate furnished to Lessor and the Trustee containing the specimen signature of such person or persons and signed on behalf of the Lessees by the duly authorized officers of the Lessees. The designation of the Lessee Representative may be changed by the Lessee from time to time by furnishing a new certificate to the Lessor and the Trustee.

"Lessor Representative" means the person or persons at the time designated to act on behalf of the Lessor for the purposes of performing any act on behalf of the Lessor under the Lease or the Indenture by a written certificate furnished to Lessees and the Trustee containing the specimen signature of such person or persons and signed on behalf of the Lessor by any duly authorized officer of the Lessor. The designation of the Lessor Representative may be changed by the Lessor from time to time by furnishing a new certificate to the Lessees and the Trustee.

["Municipal Bond Insurance Policy" means the municipal bond insurance policy issued by the Bond Insurer insuring the payment when due of the principal of and interest on the Certificates as provided therein.]

"Net Proceeds" when used with respect to proceeds from policies of insurance required hereby, any condemnation award, or proceeds from any foreclosure and sale of the Property or any portion thereof, means the amount remaining after deducting from the gross proceeds thereof all expenses, including without limitation, attorneys' fees and costs, incurred in the collection of such proceeds or awards.

"Original Term" means the period which commences on the date of delivery of the Lease and terminates on December 31, 2006.

"Participant" or "owner" or "registered owner" of a Certificate means the registered owner of any Certificate as shown in the registration records of the Trustee.

"Permitted Encumbrances" means, as of any particular time, (i) liens for taxes and assessments not then delinquent, or liens which may remain unpaid pursuant to the provisions of the Lease; (ii) the Lease, and the Indenture; (iii) utility, access, and other easements, and rights-of-way, restrictions, and exceptions which the Lessee Representative certifies will not interfere with or impair the Property, including rights or privileges in the nature of easements; (iv) any financing statements filed to perfect security interests pursuant to the Lease or the Indenture; and (v) such minor defects, irregularities, encumbrances, and clouds on title as normally exist with respect to property of the general character of the Property and as do not, in the opinion of Independent Counsel, materially impair title to the Property.

"Property" means the approximately 110-acre parcel of land to be acquired with the proceeds of the Certificates and used for open space.

"Property Documents" means the following: (i) policies of title, casualty, public liability, and workmen's compensation insurance, or certificates thereof, as required by the Lease with respect to the Property; (ii) contracts for the acquisition of the Property and all related real estate documents; and (iii) any and all other documents executed by or furnished by the Lessees or the Lessor in connection with the acquisition of the Property.

"Purchase Option Price" means the amount payable, at the option of the Lessees, for the purpose of terminating the Lease and purchasing the Property, which amount shall be equal to the amount provided in Exhibit D to the Lease. The Purchase Option Price shall be recalculated by the Trustee in the event of partial redemption of the Certificates prior to maturity and in the event of the issuance of Additional Certificates (as defined in the Indenture), all as provided in the Indenture.

"Reserve Fund" means the special fund created under the Indenture, which is to be disbursed as provided in the Indenture.

"Reserve Fund Requirement" means with respect to the Certificates, the amount of \$_____ which shall be maintained in such amount which does not exceed the least of (a) ten percent of the stated principal amount of the Certificates; (b) maximum annual debt service on the Certificates; or (c) 125% of average annual debt service on the Certificates, and with respect to any Additional Certificates an amount which is the least of (a) ten percent of the stated principal amount of the Certificates and Additional Certificates; (b) maximum annual debt service on the Certificates and Additional Certificates; or (c) 125% of average annual debt service on the Certificates and Additional Certificates, as determined at the time of issuance of the Additional Certificates, as determined at the time of issuance of the Additional Certificates.

"Revenues" means (i) Extraordinary Revenues, if any; (ii) the Base Rentals; (iii) any earnings on moneys on deposit in the Certificate Fund or the Reserve Fund; (iv) all other revenues derived from the Lease, excluding Additional Rentals and payments constituting compensation to the Trustee for its services; and (v) any other moneys to which the Trustee may be entitled.

"Subsequent Term" means any portion of the Lease Term commencing on January 1 of any year and terminating on or before December 31 of the same year as provided in Article IV of the Lease.

"State" means the State of Colorado.

"Trustee" means American National Bank with its principal corporate trust office located in Denver, Colorado, acting in the capacity of trustee for the Participants pursuant to the Indenture, and any successor thereto appointed under the Indenture.

"Trustee Representative" means the person or persons at the time designated to act on behalf of the Trustee for purposes of performing any act on behalf of the Trustee under the Indenture or the Lease by a written certificate furnished to the Lessees and the Lessor containing the specimen signature of such person or persons and signed on behalf of the Trustee by any duly authorized officer of the Trustee. The designation of the Trustee Representative may be changed by the Trustee from time to time by furnishing a new certificate to the Lessees and the Lessor.

"Underwriter" means RBC Capital Markets, its successors and assigns.

"Westminster Base Rentals" means the payments payable by Westminster pursuant to Section 6.2 of the Lease and Exhibit C-3 hereto, as it may be amended hereunder, during the Lease Term, which constitute the payments payable by Westminster for and in consideration of the right to use the Property during the Lease Term.

"Westminster Representative" means the person or persons at time designated to act on behalf of Westminster for the purposes of performing any act under the Lease by a resolution of its City Council. Westminster shall furnish to the Trustee, Broomfield and the Lessor a written certificate containing the specimen signature of such person or persons and signed on behalf of

Westminster by the Mayor. The designation of the Westminster Representative may be changed by Westminster from time to time by resolution of the Council and by furnishing a new certificate to the Trustee, Broomfield and the Lessor.

Lease Term

The Lease Term shall commence as of April 15, 2006. The Original Term shall terminate on December 31, 2006. The Lease may be renewed, solely at the option of the Lessees, for nineteen (19) Subsequent Terms. The maximum Lease Term does not exceed the weighted average useful life of the Property. In the event that the Lessees shall determine to exercise their annual right to renew the Lease, effective on December 31 of any year, the Lessees shall give written notice to such effect to the Trustee, the Lessor, and the Underwriter not later than November 1 of such year; provided however, that a failure to give such notice shall not constitute an Event of Default, nor prevent the Lessees from renewing the Lease, nor result in any liability on the part of the Lessees. The exercise of the Lessees' annual option to renew the Lease shall be conclusively determined by whether or not the Councils have, on or before December 31, specifically budgeted and appropriated moneys to pay all the Base Rentals and reasonably estimated Additional Rentals for the ensuing Fiscal Year, all as further provided in Section 6.6 of the Lease. The Lease Term shall terminate upon the earliest of any of the following events: (a) the expiration of the Original Term or any Subsequent Term during which there occurs an Event of Nonappropriation pursuant to Section 4.1 and Article VI of the Lease; (b) the purchase by the Lessees of the Property as provided in Article XII of the Lease; (c) an Event of Default and termination of the Lease by the Trustee under Article XIV of the Lease; (d) the termination of the Lease Term pursuant to Section 10.3(b) of the Lease under the conditions provided therein; or (e) the conveyance of the Property to the Lessees upon payment by the Lessees of all Base Rentals for the entire Lease Term through December 1, 2025, and all then current Additional Rentals, as provided in Section 12.1(b) of the Lease.

Base Rentals and Additional Rentals

In the Lease, the Lessees and the Lessor acknowledge and agree that the Base Rentals and Additional Rentals shall constitute currently budgeted expenditures of the Lessees. The Lessees' obligations to pay Base Rentals and Additional Rentals under the Lease shall be from year to year only, shall be subject to the Lessees' annual right to renew the Lease (as further provided in Sections 4.1, 4.2, 6.2, and 6.6 of the Lease), and shall not constitute a mandatory charge or requirement in any ensuing Fiscal Year beyond the then current Fiscal Year. No provision of the Lease shall be construed or interpreted as creating a general obligation or other indebtedness of the Lessees within the meaning of any constitutional or statutory debt limitation. No provision of the Lease shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the Lessees within the meaning of Sections 1 or 2 or Article XI of the Constitution of the State. Neither the Lease nor the issuance of the Certificates shall directly or indirectly obligate the Lessees to make any payments beyond those appropriated for the Lessees' then current Fiscal Year. The Lessees shall be under no obligation whatsoever to exercise their option to purchase the Property. No provision of the Lease shall be construed to pledge or to create a lien on any class or source of Lessees moneys, nor shall any provision of the Lease restrict the future issuance of any Lessees bonds or obligations payable from any class or source of Lessees moneys; provided however, that the restrictions of Section 212 of the Indenture shall apply to the issuance of Additional Certificates (as defined in the Indenture).

Under the Lease, Broomfield shall pay Broomfield Base Rentals and Westminster shall pay Westminster Base Rentals directly to the Trustee for distribution to the Participants in accordance with the Indenture during the Lease Term, on the due dates and in the amounts set forth the Lease. Under the Lease, the Lessees shall pay Additional Rentals during the Lease Term which shall be in amounts sufficient to pay the reasonable fees and expenses of the Trustee, and for the cost of taxes, insurance premiums, utility charges, maintenance and repair costs, and all other expenses expressly required to be paid under the Lease, as well as for payments into the Reserve Fund required by Section 308 of the Indenture. The Lessees hereby agree that, to the extent that Reserve Fund moneys are applied pursuant to paragraph (a) or (b) of Section 308 of the Indenture, the Lessees will pay to the Trustee for deposit in the Reserve Fund, as Additional Rentals, such amounts as are required to restore the amount on deposit in the Reserve Fund to the Reserve Fund Requirement, within 90 days following such withdrawal of moneys from the Reserve Fund, unless the Lease has theretofore been terminated by the Lessees. Additional Rentals shall be divided equally between Broomfield and Westminster.

Nonappropriation by the Lessees

In the event that Broomfield shall not specifically budget and appropriate, on or before December 31 of each Fiscal Year, moneys to pay Broomfield Base Rentals and its reasonably estimated share of Additional Rentals coming due for the next ensuing Fiscal Year and Westminster determines not to pay Broomfield Base Rental and in the event that Westminster shall not specifically budget and appropriate, on or before December 31 of each Fiscal Year, moneys to pay Westminster Base Rentals and its reasonably estimated share of Additional Rentals coming due for the next ensuing Fiscal Year and Broomfield determines not to pay Westminster Base Rentals, an Event of Nonappropriation shall be deemed to have occurred; subject, however, to each of the following provisions:

(a) An Event of Nonappropriation shall not be deemed to occur unless both Broomfield and Westminster determine not to pay Broomfield Base Rentals and Westminster Base Rentals. If Broomfield determines not to pay Broomfield Base Rentals and Westminster has paid Westminster Base Rentals, Westminster may determine to pay Broomfield Base Rentals. If Westminster determines not to pay Westminster Base Rentals and Broomfield has paid Broomfield Base Rentals, Broomfield may determine to pay Westminster Base Rentals. To the extent that either Broomfield or Westminster have paid each others Base Rentals, then the party that has paid such Base Rentals will receive additional ownership in the Property, as provided in Section 12.4 of the Lease and in the IGA.

(a) The Trustee shall declare an Event of Nonappropriation on any earlier date on which the Trustee receives official, specific written notice from the Broomfield and Westminster that the Lease will be not be renewed.

(b) Absent such notice from Broomfield and Westminster, the Trustee shall give written notice to Broomfield and Westminster of any Event of Nonappropriation, on or before the next following January 6; but any failure of the Trustee to give such written notice shall not prevent the Trustee from declaring an Event of Nonappropriation or from taking any remedial action which would otherwise be available to the Trustee.

(c) The Trustee may waive any Event of Nonappropriation which is cured by the Lessees within a reasonable time, if in the Trustee's judgment such waiver is in the best interests of the Participants.

(d) The Trustee shall waive any Event of Nonappropriation which is cured by the Lessees, by specifically budgeting and appropriating, within 45 days of the giving of notice by the Trustee as provided in (b) above, or by April 15 of the ensuing Fiscal year, whichever is earlier, moneys sufficient to pay all Base Rentals and reasonably estimated Additional Rentals coming due for such Fiscal Year.

In the event that during any Fiscal Year, any Additional Rentals shall become due which were not included in the Lessees' current budget, and if there are no moneys in the Reserve Fund available to pay such Additional Rentals pursuant to Section 308 of the Indenture, then, in the event that moneys are not specifically budgeted and appropriated to pay such Additional Rentals within 6 months subsequent to the date upon which such Additional Rentals are due, an Event of Nonappropriation shall be deemed to have occurred, upon notice by the Trustee to the Lessees to such effect (subject to waiver by the Trustee as provided in paragraph (c) above).

If an Event of Nonappropriation occurs, the Lessees shall not be obligated to make payment of the Base Rentals or Additional Rentals or any other payments provided for herein which accrue after December 31 of the Fiscal Year during which such Event of Nonappropriation occurs; provided however, that subject to the limitations of Section 14.3 of the Lease, the Lessees shall continue to be liable for Base Rentals and Additional Rentals allocable to any period during which the Lessees shall continue to occupy the Property.

The Lessees shall in all events vacate the Property by December 31 of any Fiscal Year during which an Event of Nonappropriation occurs.

The Trustee shall, upon the occurrence of an Event of Nonappropriation, be entitled to all moneys then on hand and being held in all funds created under the Indenture for the benefit of the Participants. After the expiration of the Fiscal Year during which an Event of Nonappropriation occurs, the Trustee may proceed to foreclose on and sell the Property as provided in Section 702 and 705 of the Indenture and may, or at the request of the owners of a majority in aggregate principal amount of the Certificates then outstanding shall, take one or any combination of the steps described in Section 14.2 of the Lease. All property, funds, and rights acquired by the Trustee upon the termination of the Lease by reason of an Event of Nonappropriation, less any moneys due and owing to the Trustee, shall be held by the Trustee for the benefit of the Participants as set forth in the Indenture.

Upon receipt by the Trustee of each payment of Base Rentals, the Trustee shall apply the amount of such Base Rentals in the following manner and order:

FIRST: The amount of such payment of Base Rentals designated and paid as interest, plus the amount of any past due interest on the Certificates, shall be deposited in the Interest Account of the Certificate Fund.

SECOND: The remaining portion of such payment of Base Rentals shall be deposited in the Principal Account of the Certificate Fund.

Acquisition of the Property

The Lessor hereby agrees that it will in conjunction with the Lessees make all contracts and do all things necessary for the acquisition of the Property. The Lessor shall cause the Property to be acquired, as herein provided, and title to the Property and all interests therein, buildings, equipment, or other personal property, which is purchased or financed from moneys deposited in the Acquisition Fund, shall be held by the Lessor, subject to the Lease and the Indenture. The Lessor agrees to complete the acquisition of the Property with all reasonable dispatch, and to use its best efforts to cause the acquisition of the Property to be completed by April __, 2006, or as soon thereafter as may be practicable; but, if for any reason the acquisition of the Property is not completed by said date, there shall be no resulting liability on the part of the Lessees or the Lessor or an Event of Default hereunder, and there shall be no diminution in or postponement of the Base Rentals and Additional Rentals required to be paid by the Lessees during the Lease Term. However, in the event that the acquisition of the Property shall not have been completed, as evidenced by the resolution provided for in Section 7.3 of the Lease, by April __, 2008, the Trustee, on behalf of the Lessor, upon thirty (30) days' written notice to the Lessees, shall be authorized but not required, to acquire the Property from any moneys remaining in the Acquisition Fund.

Title to the Property

Except personal property purchased by the Lessees at their own expense pursuant to the Lease, title to the Property and any and all additions and modifications thereto and replacements thereof shall be held in the name of the Lessor, subject to the Lease and the Indenture, until foreclosed on or conveyed as provided in Section 702 and 705 of the Indenture or Article XII of the Lease, notwithstanding (i) a termination of the Lease by the Lessees by reason of an Event of Nonappropriation as provided in Section 6.6 of the Lease; (ii) the occurrence of one or more Events of Default as defined in Section 14.1 of the Lease; (iii) the occurrence of any event of damage, destruction, condemnation, or construction defect or title defect, as provided in Article X of the Lease; or (iv) the violation by the Lessor (or by the Trustee as assignee of the Lessor pursuant to the Indenture) of any provision of the Lease.

Pursuant to the Lease, the Lessees shall not permit any mechanic's or other lien to be established or remain against the Property; provided that, if the Lessees shall first notify the Trustee of the intention of the Lessees so to do, the Lessees may in good faith contest any mechanic's or other lien filed or established against the Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the Trustee shall notify the Lessees that, in the opinion of Independent Counsel, by nonpayment of any such items the Lessor's title to the Property or the lien on the Property pursuant to the Indenture will be materially endangered, or the Property or any part thereof will be subject to loss or forfeiture, in which event the Lessees shall promptly pay and cause to be satisfied and discharged all such unpaid items (provided, however, that such payment shall not constitute a waiver of the right to continue to contest such items). The Lessor and the Trustee will cooperate fully with the Lessees in any such contest, upon the request and at the expense of the Lessees. Neither the Lessor nor, except as provided above, the Lessees, shall directly or indirectly create, incur, assume,

or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Property, except Permitted Encumbrances.

Maintenance of the Property

Pursuant to the Lease, the Lessees agree that at all times during the Lease Term the Lessees will maintain, preserve, and keep the Property or cause the Property to be maintained, preserved, and kept, with the appurtenances and every part and parcel thereof, in good repair, working order, and condition, and that the Lessees will from time to time make or cause to be made all necessary and proper repairs, except as otherwise provided in Section 10.3 of the Lease. Neither the Lessor, the Trustee, nor any of the Participants shall have any responsibility in any of these matters or for the making of any additions, modifications, or replacements to the Property.

The Lessees shall have the privilege of making improvements to the Property, at their own cost and expense; and the same shall be the property of the Lessor, subject to the Lease and the Indenture; provided however, that such improvements shall not in any way damage the Property or cause it to be used for purposes other than lawful governmental functions of the Lessees; and provided that the Property, as improved upon completion of improvements, shall be of a value not less than the value of the Property immediately prior to making such improvements.

The Lessees may also, from time to time in their sole discretion and at their own expense, install tangible property in or on the Property. All such tangible property shall remain the sole property of the Lessees in which neither the Lessor, the Trustee, nor the Participants shall have any interest; provided however, that title to any such tangible property which becomes permanently affixed to the Property shall be in the Lessor, subject to the Indenture, and shall be included under the terms of the Lease and the Indenture, in the event the Trustee shall reasonably determine that the Property would be damaged or impaired by the removal of such tangible property.

Damage, Destruction and Condemnation

If, during the Lease Term (i) the Property or any portion thereof shall be destroyed in whole or in part, or damaged by fire or other casualty; or (ii) title to or the temporary or permanent use of the Property or any portion thereof or the estate of the Lessees, the Lessor, or the Trustee in the Property or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority; (iii) title to or the use of all or any portion of the Property shall be lost by reason of a defect in title thereto; then the Lessees shall be obligated to continue to pay the amounts specified in the Lease and to take certain actions to repair and replace the Property.

The Lessees, the Lessor, and the Trustee shall cause the Net Proceeds of any insurance policies or condemnation awards, made available by reason of any occurrence described in Section 10.1 of the Lease, to be deposited in a separate trust fund with the Trustee. The Lessees shall have 45 days from the date of deposit to determine whether to repair the damaged properties or any portion thereof or restore the condemned properties or any portion thereof or use the Net Proceeds or any portion thereof in accordance with Section 10.3 of the Lease. The balance of any such Net Proceeds remaining after such repair, restoration, modification, improvement, or replacement has been completed shall be transferred to the Lessees. Any repair, restoration, modification,

improvement, or replacement paid for in whole or in part out of such Net Proceeds shall be the property of the Lessor, subject to the Lease, and the Indenture, and shall be included as part of the Property.

However, if the Net Proceeds (plus any amounts withheld from such Net Proceeds by reason of any deductible clause) shall be insufficient to pay in full the cost of any repair, restoration, modification, improvement, or replacement of the Property or any portion thereof under Section 10.2 of the Lease, the Lessees may elect any of the following options:

(a) The Lessees may complete the work or repairing or replacing the Property or any portion thereof and pay any cost in excess of the amount of the Net Proceeds, and the Lessees agrees that, if by reason of any such insufficiency of the Net Proceeds, the Lessees shall make any payments pursuant to the provisions of this Section 10.3(a), the Lessees shall not be entitled to any reimbursement therefor from the Lessor, the Trustee, or the Participants, nor shall the Lessees be entitled to any diminution of the Base Rentals and Additional Rentals payable under Section 6.2 of the Lease.

(b) (i) The obligation of the Lessees to repair or replace all of the Property under Section 10.2 of the Lease may, at the option of the Lessees, be discharged by depositing the Net Proceeds of insurance policies or condemnation awards, made available by reason of such occurrence affecting all the Property, into the Extraordinary Revenue Fund. Upon such deposit, the Lease Term and all obligations of the Lessees hereunder, including the obligation to pay Base Rentals and Additional Rentals, shall terminate, and all right, title, and interest of the Lessees in any funds or accounts created under the Indenture shall be surrendered by the Lessees to the Trustee, for the benefit of the Participants. If the Net Proceeds so deposited, together with any moneys available in any such funds or accounts, are insufficient to provide for the payment in full of all Outstanding Certificates and interest thereon, the Trustee shall notify the Lessees to vacate all of the Property within 120 days of such deposit, and all of the Property shall thereafter be foreclosed on and sold as provided in Sections 702 and 705 of the Indenture; and the Net Proceeds of such foreclosure and sale shall also be deposited into the Extraordinary Revenue Fund. If the Net Proceeds so deposited together with any moneys available in any such funds or accounts are insufficient to provide for payment in full of all Outstanding Certificates and the interest thereon, such redemption shall only be made to the extent the remaining fair market value of the Property is sufficient to support the remaining Outstanding Certificates. If there are any excess moneys remaining after payment of all fees and expenses due to the Trustee and after payment or redemption of the Certificates as provided in Sections 402 and 403 of the Indenture, such excess moneys shall be paid to the Lessees.

(ii) The obligation of the Lessees to repair or replace a portion of the Property under Section 10.2 of the Lease may, at the option of the Lessees, be discharged by depositing that portion of the Net Proceeds of insurance policies or condemnation awards, made available by reason of such occurrence, into the Extraordinary Revenue Fund. The Net Proceeds so deposited may be transferred to the Certificate Fund and used for payment of Outstanding Certificates and the interest thereon.

(c) The obligation of the Lessees to repair or replace the Property or any portion thereof under Section 10.2 of the Lease may, at the option of the Lessees, be discharged by applying the Net Proceeds of such insurance policies or condemnation awards, to the payment of the Purchase Option

Price applicable as of the next occurring December 1, in accordance with Article XI of the Lease. In the event of an insufficiency of the Net Proceeds for such purpose, the Lessees shall pay such amounts as may be necessary to equal the Purchase Option Price; and in the event the Net Proceeds shall exceed the Purchase Option Price, such excess shall be retained by the Lessees.

Lessees' Option to Purchase

The Lessor's interest in the Property will be transferred to the Lessees upon payment by Broomfield and Westminster of (a) the then applicable Broomfield and Westminster Purchase Option Price; or (b) upon payment of all Base Rentals for the entire Lease Term through December 1, 2025, and all then current Additional Rentals required under the Lease.

Ownership of the Property

Upon payment of the Purchase Option Price or of all Base Rentals as provided in Section 12.1 of the Lease, the Lessor and the Trustee shall convey to Broomfield and Westminster by special warranty deed, as tenants in common, an undivided one-half interest in and to the Property or portion thereof. Should either Broomfield or Westminster have failed to pay an amount equal to Broomfield's Base Rental Payments or Westminster's Base Rental Payments set forth on Exhibits C-2 and C-3 of the Lease and Broomfield or Westminster pays the Trustee Broomfield's Base Rental Payments or Westminster's Base Rental Payments, the conveyance to either Broomfield or Westminster, at the time provided in Section 12.1 of the Lease, shall reflect an undivided interest reflecting the increased ownership interest of Broomfield or Westminster determined by the percentage of payment so made by Broomfield or Westminster, as described by the "accrual method for ownership" in Section 12.5 of the Lease. The conveyance to either Broomfield or Westminster when it has failed to pay the Trustee Broomfield's Base Rental Payments or Westminster's Base Rental Payments shall reflect an undivided interest reflecting the decreased ownership interest of Broomfield or Westminster determined by the percentage of payment so made by such Party, as described by the "accrual method for ownership" described in Section 12.5 of the Lease.

As provided in Section 12.5 of the Lease, in the event that either Broomfield or Westminster have paid an amount greater than or less than Broomfield's Base Rental Payments or Westminster's Base Rental Payments set forth on Exhibits C-2 and C-3 of the Lease, the conveyance to the Broomfield and Westminster, at the time provided in Section 12.1 of the Lease, shall reflect increased or decreased ownership in the Property based on the ratio of annual, budgeted and appropriated payments of principal paid to the Trustee by Broomfield and Westminster to the total payments of principal on the Certificates as set forth on Exhibit C-1 of the Lease.

(a) If Broomfield or Westminster fails to make a payment of Broomfield's Base Rental Payments or Westminster's Base Rental Payments, as set forth on Exhibit C-2 and C-3 of the Lease, Broomfield or Westminster may make such payment (a "Substitute Payment") and shall, at the time provided in the Lease, receive an increase in ownership in the Property.

(b) If either Broomfield or Westminster have failed to make a payment of Broomfield's Base Rental Payments or Westminster's Base Rental Payments, as set forth on C-2 and C-3 of the Lease, and either Broomfield or Westminster wish to repay Broomfield or Westminster prior to the time provided in Section 12.1 of the Lease, Broomfield or Westminster may receive back its interest in

the Property by reimbursing Broomfield or Westminster, such amount plus interest on such payments at the rate of 6% per annum.

(c) The ownership accrual formula in the Lease is as follows:

Broomfield's Base Rental Principal Payments
plus Substitute Payments $\times 100 = (\text{increased Property interest})$
Total Base Rental Principal Payments

Westminster's Base Rental Principal Payments
plus Substitute Payments $\times 100 = (\text{increased Property interest})$
Total Base Rental Principal Payments

Assignment of Lease

The Lessor's interest under the Lease, including the rights to receive and enforce payments and other obligations under the Lease, have been assigned to the Trustee pursuant to the Indenture. The Lease may not be assigned or the property subleased by the Lessees except in accordance with provisions in the Lease designed to ensure the continued tax-exempt status of the interest component of the Base Rentals.

Events of Default and Remedies under the Lease

Any one of the following shall be "Events of Default" under the Lease:

(a) failure by the Lessees to pay any Base Rentals during the Lease Term, for a period of 10 days after written notice specifying such failure and requesting that it be remedied, shall be given to the Lessees by the Trustee; or

(b) failure by the Lessees to vacate the Property by December 31 of the Fiscal Year during which an Event of Nonappropriation occurs; or

(c) failure by the Lessees to observe and perform any covenant, condition, or agreement on their part to be observed or performed, other than as referred to in (a) or (b), for a period of 45 days after written notice, specifying such failure and requesting that it be remedied, shall be given to the Lessees by the Trustee, unless the Trustee shall agree in writing to an extension of such time prior to its expiration; provided however, that if the failure stated in the notice cannot be corrected within the applicable period, the Trustee shall not withhold its consent to an extension of such time if corrective action shall be instituted by the Lessees within the applicable period and diligently pursued until the default is corrected.

The foregoing provisions concerning Events of Default are subject to the following limitations: (i) the Lessees shall be obligated to pay the Base Rentals and Additional Rentals only during the Lease Term, except as otherwise expressly provided in the Lease; and (ii) if, by reason of Force Majeure, the Lessees shall be unable in whole or in part to carry out any agreement on their part herein contained, the Lessees shall not be deemed in default during the continuance of such inability. However, the Lessees agrees to remedy, as promptly as legally and reasonably possible,

the cause or causes preventing the Lessees from carrying out their agreement; provided that the settlement of strikes, lockouts, and other industrial disturbances shall be entirely within the discretion of the Lessees.

Whenever any Event of Default shall have happened and be continuing, the Trustee, on behalf of the Lessor, shall terminate the Lease Term and shall give notice to the Lessees to vacate the Property within 120 days from the date of such notice. The Trustee shall proceed to foreclose through the courts on the Property and may lease the Property; and the Trustee, on behalf of the Lessor, may, or at the request of the owners of a majority in aggregate principal amount of the Certificates then outstanding shall, without any further demand or notice, take one or any combination of the following additional remedial steps:

(a) In the event that the Trustee deems a delay in sale of the Property to be in the best interests of the Participants, the Trustee may, on behalf of the Lessor, temporarily lease or sublease the Property for the benefit of the Participants.

(b) The Trustee, on behalf of the Lessor, may recover from the Lessees:

(I) the portion of Base Rentals and Additional Rentals which would otherwise have been payable hereunder, during any period in which the Lessees continues to occupy the Property; and

(II) Base Rentals and Additional Rentals which would otherwise have been payable by the Lessees hereunder during the remainder, after the Lessees vacates the Property, of the Fiscal Year in which such Event of Default occurs; provided however, that if the Trustee does not proceed to foreclose on and sell the Property reasonably promptly after such Event of Default, the Trustee, on behalf of the Lessor, shall be obligated to the Lessees to use its best efforts to lease or sublease the Property for the remainder of such Fiscal year, and the Net Proceeds of such leasing shall be offset against the amount recoverable from the Lessees under this paragraph (II).

(c) The Trustee, on behalf of the Lessor, may take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Property under the Lease, and the Indenture.

(d) Anything in the Lease to the contrary notwithstanding upon the occurrence and continuance of an Event of Default as defined herein, the Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted to the Participants or the Trustee for the benefit of the Participants.

A judgment requiring a payment of money may be entered against the Lessees by reason of an Event of Default only as to the Lessees' liabilities described in paragraph (b) above. A judgment requiring a payment of money may be entered against the Lessees by reason of an Event of Nonappropriation only to the extent that the Lessees fail to vacate the Property as required by the Lease, and only as to the liabilities described in paragraph (b)(I) above. The remedy described in paragraph (b)(II) above shall not be available for an Event of Default consisting of failure by the Lessees to vacate the Property by December 31 of the Fiscal Year during which an Event of Nonappropriation occurs.

The Trustee may waive any Event of Default under the Lease and its consequences, as the Trustee deems to be in the best interests of the Participants. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

In view of the assignment of the Lessor's rights under the Lease to the Trustee pursuant to the Indenture, the Lessor shall have no right to waive any Event of Default hereunder without the consent of the Trustee; and the waiver of any Event of Default hereunder by the Trustee shall constitute a waiver of such Event of Default by the Lessor, without the necessity of any action of or consent by the Lessor. A waiver of an Event of Default under the Indenture shall constitute a waiver of the corresponding Event of Default under the Lease; provided that no such waiver shall extend to or affect any subsequent or other Event of Default under the Lease or impair any right consequent thereon.

APPENDIX B

Summary of Certain Provisions of the Indenture

The following is a summary of certain provisions of the Indenture. Reference is made to the actual Indenture for a complete recital of its terms. Copies of the Indenture are available from the Underwriter upon written request prior to the delivery of the Certificates. For a summary of definitions of capitalized words and terms used herein, see "APPENDIX A--Summary of Certain Provisions of the Lease--Definitions."

Payment of Certificates

Pursuant to the Indenture, the Lessor has assigned substantially all of its rights under the Lease, including all rights to receive Revenues, to the Trustee, for the benefit of the Participants. The payment of the principal of, premium, if any, and interest on the Certificates are payable solely from the Revenues as provided in the Lease; and the Revenues, when, as, and if received by the Trustee, are to be held in trust for the payment of the principal of, premium, if any, and interest on the Certificates.

Revenues and Funds

Various funds and accounts are created in the Indenture, the principal ones of which are described in the following paragraphs. The Trustee will hold all funds and accounts as trustee for the Participants. Any income from the investment of the funds will be applied as provided in the Indenture. So long as no Event occurs, moneys on deposit in the Acquisition Fund will also be subject to the beneficial interest of the Lessees as provided in the Lease.

Certificate Fund. The Certificate Fund will consist of the Interest Account and the Principal Account. The Trustee will withdraw funds from the Certificate Fund to pay the principal of and interest on the Certificates as the same become due and payable.

Acquisition Fund. The proceeds of the Certificates after funding the Reserve Fund and paying costs of issuance, shall be deposited in the Acquisition Fund. Moneys in the Acquisition Fund, including interest thereon shall be used to pay the costs of acquisition and construction of the Property. Moneys shall be paid upon presentation to the Trustee of a draw request.

Extraordinary Revenue Fund. The Lease requires all Extraordinary Revenues to be deposited into the Extraordinary Revenue Fund. Moneys on deposit in the Extraordinary Revenue Fund will be disbursed for redemption of the Certificates as described under "THE CERTIFICATES--Prior Redemption."

Reserve Fund. The Reserve Fund is to be funded from the proceeds of the Certificates in the amount of \$_____ and maintained in such amount, which does not exceed Reserve Fund Requirement. Adjustments for funds on the Reserve Fund in excess of the Reserve Fund Requirement will permit the Lessees to pay Base Rental from the excess on and after May 15, 20___. The Lessees are permitted to provide a debt service reserve fund policy in satisfaction of and in the amount of the Reserve Fund Requirement. The Lessees are also permitted to substitute a letter of

credit, surety bond or other credit enhancement (each, a "Credit Facility") for funds on deposit in the Reserve Fund, subject to terms of the Indenture. The Reserve Fund is to be used (i) to pay principal of and interest on the Certificates when due to the extent of any deficiency in the Interest Account or the Principal Account, (ii) to pay Additional Rentals if the Lessees fails in payment thereof, (iii) at the option of the Trustee, after an Event to pay any cost or expense necessary to preserve or protect the Property, as the Trustee deems to be in the best interest of the Participants, (iv) after an Event, to redeem or pay the Certificates then outstanding and the interest thereon, (v) to reduce the Purchase Option Price, or to be returned to the Lessees after the Lessees pays the Purchase Option Price, or (vi) at the option of the Lessees to pay Base Rentals payable on and after May 15, 20___. Moneys in the Reserve Fund, if used, are to be restored by the Lessees as Additional Rentals within six (6) months after withdrawal of such moneys from the Reserve Fund.

Nonpresentation of Certificates

If any Certificates are not presented for payment when due, and if funds sufficient to pay such Certificates shall have been made available to the Trustee for the benefit of the owners thereof, it will be the duty of the Trustee to hold the funds, without liability for interest, for the benefit of the owners of such Certificates, who shall be restricted exclusively to such funds for any claim of whatever nature on or with respect to such Certificates.

Amounts Remaining in Funds

After payment in full of the Certificates, interest thereon, the fees, charges and expenses of the Trustee, and all other amounts required to be paid under the Lease or the Indenture, any amounts remaining in the Certificate Fund, the Reserve Fund, the Extraordinary Revenue Fund, or otherwise held by the Trustee pursuant to the Indenture are to be paid to the Lessees upon the expiration or sooner termination of the Lease Term.

Mandatory Redemption

Pursuant to the Indenture, the Certificates are subject to mandatory redemption prior to their respective maturities as follows:

(a) The Certificates shall be called for redemption in the event that the Lessees shall purchase the Property as provided in the Lease, upon payment of the then applicable Purchase Option Price (principal, accrued interest to the redemption date and redemption expenses); provided that, if the Purchase Option Price is paid in whole or in part from borrowed moneys or moneys derived from any installment purchase or lease purchase financing, only those Certificates subject to optional redemption, shall be called for redemption prior to maturity as a consequence of such purchase.

(b) The Certificates shall be called for redemption in the event that (i) the Property or any portion thereof is damaged or destroyed, in whole or in part, or taken in a condemnation proceeding, or a material defect in the construction of the Property shall become apparent, or title to or the use of all or any portion of the Property shall be lost by reason of a defect in title thereto; (ii) the Net Proceeds of any insurance policy, performance bond, or condemnation award, made available by reason of one or more of such occurrences,

shall be insufficient to pay in full the cost of repairing or replacing the Property; and (iii) the Lessees elects to discharge its obligation to repair or replace the Property by depositing such Net Proceeds into the Extraordinary Revenue Fund created under the Indenture. Upon the deposit of such Net Proceeds into the Extraordinary Revenue Fund, the Lessees' obligations under the Lease shall terminate and the Lessees shall have no further obligation for the payment of Base Rentals or Additional Rentals thereunder, and all right, title, and interest of the Lessees in any funds or accounts created under the Indenture shall be surrendered to the Trustee. If such Net Proceeds and moneys in such funds and accounts are insufficient to provide for the payment in full of all outstanding Certificates and interest thereon, the Property shall be foreclosed on and sold in the same manner as if the Lease had been terminated by reason of an Event of Nonappropriation or an Event of Default. The Net Proceeds of such foreclosure and sale and any other Net Proceeds so deposited in the Extraordinary Revenue Fund, as well as all other moneys available in any fund created under the Indenture, shall be proportionately applied to the redemption of the Certificates. Such redemption of the Certificates shall be made upon full or partial payment of the principal amount of the Certificates then outstanding and accrued interest thereon, all in accordance with the Indenture. IN THE EVENT THE CERTIFICATES ARE TO BE REDEEMED SUBSEQUENT TO THE OCCURRENCE OF AN EVENT DESCRIBED IN THIS PARAGRAPH BY PAYMENT OF AN AMOUNT LESS THAN THE OUTSTANDING PRINCIPAL AMOUNT THEREOF AND ACCRUED INTEREST TO THE REDEMPTION DATE, NO FURTHER CLAIM FOR PAYMENT MAY BE HAD BY THE PARTICIPANTS AGAINST THE LESSEES, THE LESSOR, OR THE TRUSTEE.

(c) The Certificates shall be called for redemption in the event that the Lease is terminated by reason of the occurrence of an Event of Nonappropriation or an Event of Default under the Lease. IN THE EVENT THE CERTIFICATES ARE TO BE REDEEMED SUBSEQUENT TO THE OCCURRENCE OF AN EVENT DESCRIBED IN THIS PARAGRAPH BY PAYMENT OF AN AMOUNT LESS THAN THE OUTSTANDING PRINCIPAL AMOUNT THEREOF AND ACCRUED INTEREST TO THE REDEMPTION DATE, NO FURTHER CLAIM FOR PAYMENT MAY BE HAD BY THE PARTICIPANTS AGAINST THE LESSEES, THE LESSOR, OR THE TRUSTEE.

If called for redemption pursuant to (a) above, the Certificates shall be subject to redemption on the next December 1 for which notice of redemption can be given following payment of the Purchase Option Price (except that, if the Purchase Option Price is paid in whole or in part from borrowed money or moneys derived from any installment purchase or lease purchase financing, the Certificates shall not be subject to such redemption prior to the date for optional redemption). If called for redemption pursuant to (b) or (c) above, the Certificates shall be subject to redemption on such date as the Trustee may determine to be in the best interests of the Participants. If called for redemption pursuant to (a) above, the Certificates shall be redeemed in whole or in part for a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date except that, if the Purchase Option Price is paid in whole or in part from borrowed moneys or moneys derived from any installment purchase or lease purchase financing, the redemption of Certificates maturing on and after December 1, 20__, pursuant to (a) above shall be for a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date. If called for redemption pursuant to (b) or (c) above, the Certificates shall be redeemed in

whole for a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date subject to availability of funds therefor as provided in the Indenture.

If the Certificates are to be redeemed by reason of event described in (b) or (c) above, the Participants shall have no right to payment from the Lessees, the Lessor, or the Trustee, in redemption of their Certificates or otherwise, except as expressly set forth in the Lease and the Indenture.

Investment of Moneys

Any moneys held as part of any fund or account created under the Indenture will be invested and reinvested by the Trustee, in any investment permitted by laws applicable to the Lessees, in such a manner as will not prevent payment of the Certificates or interest thereon when due. The Trustee will sell and reduce to cash a sufficient amount of investments whenever the cash balance in the Certificate Fund is insufficient to pay the principal of and interest on the Certificates when due, or whenever the cash balance in any fund or account is insufficient to satisfy the purposes of the fund or account. The Trustee is not liable or responsible for any loss resulting from the investment of moneys in accordance with the Indenture.

The Trustee certifies and covenants to and for the benefit of the Participants that so long as any of the Certificates remain outstanding, moneys in any fund or account held by the Trustee under the Indenture, whether or not such moneys were derived from the proceeds of the sale of the Certificates or from any other source, will not knowingly be deposited or invested in a manner which will cause the interest paid on the Certificates to be included in the gross income of the recipients thereof for federal income taxation purposes.

Discharge of Indenture

When the whole amount of the principal, of premium, if any, and interest on the Certificates have been paid, or provision has been made for such payment, then the right, title, and interest of the Trustee in the Trust Estate, and all obligations of the Lessor to the Trustee and the Participants, shall cease and terminate. Thereupon all property assigned and mortgaged to the Trustee by the Lessor then held by the Lessor or the Trustee pursuant to the Indenture shall be transferred and conveyed to the Lessees.

Notwithstanding anything in the Indenture to the contrary, in the event that the principal and/or interest due on the Certificates shall be paid by the Insurer pursuant to the Municipal Bond Insurance Policy, the Certificates shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid, and the assignment and pledge of the trust estate and all covenants, agreements and other obligations to the Participants shall continue to exist and shall run to the benefit of the Insurer, and the Insurer shall be surrogated to the rights of such Participants.

Events of Default and Remedies Under the Indenture

Any of the following will be "events of default" under the Indenture:

- (a) Default in the payment of the principal of or premium, if any, on any

Certificate when the same shall be come due and payable, whether at the stated maturity thereof or upon proceedings for redemption.

(b) Default in the payment of any installment of interest on any Certificate when the same shall become due and payable.

(c) The occurrence of any Event.

Upon the occurrence of an event of default under the Indenture described in (c) above, the Trustee shall terminate the Lease and shall give notice to the Lessees to vacate the Property as provided in the Leases. The Trustee shall proceed to foreclose through the courts on the Property,; and the Trustee may, or at the request of the owners of a majority in aggregate principal amount of the Certificates then outstanding shall, without any further demand or notice, take one or any combination of the additional remedial steps described under Article XIII, Section 13.2 of the Lease.

Upon any other event of default under the Indenture, the Trustee may take whatever action at law or in equity may appear necessary or desirable to enforce the rights of the Participants.

The rights and remedies of the Participants to enforce the Indenture independently of the Trustee are limited as provided in the Indenture. The Trustee may waive an event of default under the Indenture under certain circumstances as provided in the Indenture.

Anything in the Indenture to the contrary notwithstanding, upon the occurrence and continuance of an Event of Default, the Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted to the Participants or the Trustee for the benefit of the Participants under the Indenture.

Obligations and Liabilities of the Trustee

The Indenture contains provisions which limit the duties and liabilities of the Trustee. The Trustee's standard of care is that which a prudent person would exercise or use under the circumstances in the conduct of his own affairs. The Trustee is not liable for any payments to be made under the Lease or the Indenture or with respect to any Certificate, except to the extent of Revenues actually held by the Trustee pursuant to the Indenture.

During the Lease Term, the Lessees are required to cause the Trustee to be paid compensation as specified in the Lease, and to reimburse the Trustee for all of its reasonable expenses incurred in the performance of its duties under the Lease and the Indenture.

The Indenture provides that the Trustee may resign and become discharged from its duties under the Indenture by notice in writing given to the Lessees not less than 30 days before the resignation is to take effect. The resignation will take effect only upon the appointment of a successor qualified to act under the Indenture. Also, the Indenture provides for the removal of the Trustee from its duties under the Indenture by the owners of a majority in aggregate principal amount of the Certificates then outstanding.

Additional Certificates

So long as the Lease Term remains in effect and no Event has occurred and with the consent of the Insurer one or more issues of Additional Certificates may be issued to provide funds to pay any one or more of the following: (i) the costs of acquiring the Property; (ii) the costs of making any modifications or improvements to the Property as the Lessees may deem necessary or desirable; and (iii) the costs of the issuance and sale of the Additional Certificates, including amounts to be deposited to the Reserve Fund, capitalized interest, and other costs reasonably related to the financing as may be agreed upon by the Lessees, the Lessor, and the Trustee.

Upon the issuance of the Additional Certificates, the amount of the title insurance shall be increased to reflect the amount of the Certificates and Additional Certificates or maximum insurable value of the Property, whichever is less. Each of the Additional Certificates will be equally and proportionately secured under the Lease with the Certificates originally issued and all other issues of Additional Certificates, if any, without preference, priority, or distinction of any Certificates or Additional Certificates over any other.

Supplemental Indentures and Amendments of Lease

The Trustee and Lessor may, with the written consent of the Lessees and the Insurer, but without the consent of or notice to the Participants, enter into such indentures or agreements supplemental thereto for any one or more or all of the following purposes:

1. To add to the covenants and agreements of the Lessor contained in the Indenture other covenants and agreements to be thereafter observed by the Lessor;
2. To cure any ambiguity, or to cure, correct, or supplement any defect or omission or inconsistent provision contained in the Indenture, or to make any provisions with respect to matters arising under the Indenture or for any other purpose if such provisions are necessary or desirable and do not adversely affect the interests of the Participants;
3. To subject to the Indenture additional revenues, properties, or collateral; or
4. To set forth the terms and conditions and other matters in connection with the issuance of Additional Certificates to complete other acquisition and equipping of the Property.

Except for the supplemental indentures described in the preceding paragraph, the Indenture requires that notice be given and that the consent of the Lessees, the Insurer and the owners of not less than two-thirds (or in certain cases 100%) in aggregate principal amount of the Certificates at the time outstanding be obtained for any supplemental indenture.

The Lessor and the Trustee may, with the written consent of the Lessees and the Insurer, but without the consent of or notice to the Participants, consent to any amendment of the Lease as may be required: (i) by the provisions of the Lease or the Indenture; (ii) for the purpose of curing any ambiguity or formal defect or omission in the Lease; (iii) in order to more precisely identify the Property or to add additional improvements or properties acquired in accordance with the Lease and

the Indenture; or (iv) in connection with any other change in the Lease which, in the judgment of the Trustee, is not to the prejudice of the Participants.

Except for the amendments described in the preceding paragraph, neither the Lessor nor the Trustee is permitted to consent to any other amendment of the Lease without giving notice and obtaining the written approval or consent of the Insurer the owners of not less than two-thirds in aggregate principal amount of the Certificates at the time outstanding.

APPENDIX C

BOOK-ENTRY ONLY SYSTEM

The following material concerning DTC and DTC's book entry system is based on information furnished by DTC. No representation is made by the Foundation as to the accuracy or completeness of such information.

The following information concerning the DTC book-entry-only system was obtained from sources believed to be reliable; however, the Foundation is not responsible for DTC's relationship with the DTC Participants or its rules and procedures, or the DTC Participant's relationships to their customers or the DTC Participant's rules and procedures.

DTC will act as securities depository for the Series 2006 Certificates. The Series 2006 Certificates will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2006 Certificate will be issued for each Indenture maturity, series and interest rate of the Series 2006 Certificates, each in the aggregate principal amount of such Indenture maturity, series and interest rate, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 2 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 85 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Government Securities Clearing Corporation, MBS Clearing Corporation, and Emerging Markets Clearing Corporation (NSCC, GSCC, MBSCC, and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission

Purchases of the Series 2006 Certificates under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2006 Certificates on DTC's records.

The ownership interest of each actual purchaser of each Series 2006 Certificate ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2006 Certificates are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2006 Certificates, except in the event that use of the book-entry system for the Series 2006 Certificates is discontinued.

To facilitate subsequent transfers, all Series 2006 Certificates deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2006 Certificates with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2006 Certificates; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2006 Certificates are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2006 Certificates may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2006 Certificates, such as redemptions, tenders, defaults, and proposed amendments to the Certificate documents. For example, Beneficial Owners of Series 2006 Certificates may wish to ascertain that the nominee holding the Series 2006 Certificates for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2006 Certificates within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2006 Certificates unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Foundation as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2006 Certificates are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, interest and redemption proceeds on the Series 2006 Certificates will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC.

DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Foundation or the Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, nor its nominee, the Trustee, or the Foundation, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, interest or redemption proceeds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Foundation or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2006 Certificates at any time by giving reasonable notice to the Foundation or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Certificates are required to be printed and delivered.

The Foundation may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Certificates will be printed and delivered.

SO LONG AS CEDE & CO., AS NOMINEE OF DTC, IS THE REGISTERED OWNER OF THE SERIES 2006 CERTIFICATES, REFERENCES IN THIS OFFICIAL STATEMENT TO THE REGISTERED OWNERS OF THE SERIES 2006 CERTIFICATES WILL MEAN CEDE & CO. AND WILL NOT MEAN THE BENEFICIAL OWNERS.

The Foundation, the Trustee and the Paying Agent may treat DTC (or its nominee) as the sole and exclusive owner of the Series 2006 Certificates registered in its name for the purpose of payment of the principal of or interest on the Series 2006 Certificates, selecting Series 2006 Certificates and portions thereof to be redeemed, giving any notice permitted or required to be given to registered owners under the Certificate Resolution, including any notice of redemption, registering the transfer of Series 2006 Certificates, obtaining any consent or other action to be taken by registered owners and for all other purposes whatsoever, and will not be affected by any notice to the contrary. The Foundation, the Trustee and the Paying Agent will not have any responsibility or obligation to any DTC Participant, any person claiming a Beneficial Ownership interest in the Series 2006 Certificates under or through DTC or any DTC Participant, Indirect Participant or other person not shown on the records of the Registrar as being a registered owner with respect to: the accuracy of any records maintained by DTC, any DTC Participant or Indirect Participant regarding ownership interests in the Series 2006 Certificates; the payment by DTC, any DTC Participant or Indirect Participant of any amount in respect of the principal of or interest on the Series 2006 Certificates; the delivery to any DTC Participant, Indirect Participant or any Beneficial Owner of any notice which is permitted or required to be given to registered owners under the Certificate Resolution, including any notice of redemption; the selection by DTC, any DTC Participant or any Indirect Participant of any person to receive payment in the event of a partial redemption of the Series 2006 Certificates; or any consent given or other action taken by DTC as a registered owner.

As long as the DTC book-entry system is used for the Series 2006 Certificates, the Paying Agent will give any notice of redemption or any other notices required to be given to registered owners of the Series 2006 Certificates only to DTC or its nominee. Any failure of DTC to advise any DTC Participant, or any DTC Participant to notify any Indirect Participant, or any DTC Participant or Indirect participant to notify any Beneficial Owner, of any such notice and its content or effect will not affect the validity of the redemption of the Series 2006 Certificates called for redemption or of any other action premised on such notice. Conveyance of notices and other communications by DTC to DTC Participants, by DTC Participants to Indirect Participants and by DTC Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory and regulatory requirements as may be in effect from time to time. Beneficial Owners may desire to make arrangements with a DTC Participant or Indirect Participant so that all notices of redemption or other communication to DTC which affect such Beneficial Owners will be forwarded in writing by such DTC Participant or Indirect Participant.

NEITHER THE FOUNDATION, NOR THE TRUSTEE AND PAYING AGENT WILL HAVE THE RESPONSIBILITY OR OBLIGATION TO SUCH DTC PARTICIPANTS, OR THE PERSONS FOR WHOM THEY ACT AS NOMINEES, WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE SERIES 2006 CERTIFICATES.

For every transfer and exchange of a beneficial ownership interest in the Series 2006 Certificates, a Beneficial Owner may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

DTC may determine to discontinue providing its service with respect to the Series 2006 Certificates at any time by giving reasonable notice to the Foundation, the Trustee or the Paying Agent at any time. In addition, if the Foundation determines that (i) DTC is unable to discharge its responsibilities with respect to the Series 2006 Certificates or (ii) continuation of the system of book-entry only transfers through DTC is not in the best interests of the Beneficial Owners of the Series 2006 Certificates or of the Foundation, the Foundation may thereupon terminate the services of DTC with respect to the Series 2006 Certificates. If for any such reason the system of book-entry transfers through DTC is discontinued, the Foundation may within 90 days thereafter appoint a substitute securities depository which, in its opinion, is willing and able to undertake the functions of DTC upon reasonable and customary terms. If a successor is not approved, Certificates will be delivered as described in the Certificate Resolution in fully registered form in denominations of \$5,000 or any integral multiples thereof in the names of Beneficial Owners, Indirect Participants or DTC Participants.

In the event the book-entry system is discontinued, the persons to whom Series 2006 Certificates are registered will be treated as registered owners for all purposes of the Certificate Resolution, including the giving to the Foundation of any notice, consent, request or demand pursuant to the Certificate Resolution for any purpose whatsoever. In such event, the Series 2006 Certificates will be transferable to such registered owners, interest on the Series 2006 Certificates will be payable by check of the Paying Agent, mailed to such registered owners, and the principal and redemption price of all Series 2006 Certificates will be payable at the principal operations office of the Paying Agent.

APPENDIX D

Economic and Demographic Information

BROOMFIELD

Community Overview

The City and County of Broomfield, Colorado, is a thriving city of approximately 48,548 people located between Denver and Boulder, and is part of the Denver metropolitan area. Although the City existed as a small, rural community in the mid-1800s, its emergence as a significant city in the region began in the 1950s when construction of the City was begun as one of the state's first master planned communities. The community was previously situated in four counties, Boulder, Jefferson, Adams and Weld, and has maintained a unique community atmosphere through careful planning. On November 15, 2001, the City of Broomfield became the City and County of Broomfield. Population within a five-mile radius of the intersection of U.S. Highway 36 and 96th Street (a focal point of the City and County) is just under 116,000.

Retail Sales

The retail trade sector employs a large portion of the work force for the City and County's economy. The following table sets forth retail sales figures as reported by the State for total retail sales for the County, and by the City and County for taxable retail sales. Between 2002 and 2004, retail sales for the City and County have increased 57%.

RETAIL SALES (IN THOUSANDS)

Year	Amount
2002	1,519,973
2003	1,421,010
2004	2,385,058

¹ Broomfield became a city and county in November 2001

Source: City and County of Broomfield

TAXABLE RETAIL SALES (IN THOUSANDS)

Year	Amount	Percent Increase
2000	\$501,429	80.64%
2001	790,440	57.64%
2002	857,011	8.42%
2003	889,181	3.75%
2004	905,186	1.80%

Source: City and County of Broomfield

Between 2000 and 2004 retail sales for the City and County have increased 80.52%

A comparison of the per capita income of the counties in the region and the State of Colorado is indicated in the following chart:

PER CAPITA PERSONAL INCOME

	2001	2002	2003
Broomfield County	N/A*	\$33,293	\$33,376
Denver DMA	\$39,267	\$38,581	\$38,743
Colorado	\$34,491	\$34,228	\$34,561

* Data not available for these years

Source: U.S. Department of Commerce, Bureau of Economic Analysis; State of Colorado

The 2004 effective buying income per household for residents in the Denver Metropolitan Area base "DMA" (which includes Adams, Arapahoe, Denver, Douglas, and Jefferson Counties) and comparative data for Colorado and the United States is set forth in the following table:

PERCENT OF HOUSEHOLDS BY EFFECTIVE BUYING INCOME GROUPS – 2003

EBI Group	Broomfield	DMA	Colorado	United States
Under \$15,000	5.75%	9.70%	11.48%	15.60%
15,000- 24,999	6.24%	8.26%	12.02%	14.08%
25,000- 49,999	29.10%	33.6%	34.53%	34.94%
50,000 - 74,999	30.42%	24.1%	22.71%	20.08%
75,999 - 99,999	16.42%	11.2%	10.02%	7.90%
100,000 & Over	12.30%	10.8%	9.21%	7.38%

Source: "Survey of Buying Power", Sales and Marketing Management, 2004

Sales & Marketing Management magazine's annual surveys of buying power have reported classifications of Effective Buying Income ("EBI") levels as shown in the following charts. Effective Buying Income includes personal income such as wages and salaries, dividends, interest income, and contributions for social security insurance, less federal, state and local taxes, and taxes, fees, fines and other non-tax payments for households in the City and County.

MEDIAN HOUSEHOLD EFFECTIVE BUYING INCOME

Year	Broomfield	DMA	Colorado
2004	50,383	49,809	43,544

Source: "Survey of Buying Power", Sales and Marketing Management, 2004

Employment

The Broomfield area has a diverse economic base which portends a healthy economy for years to come. A complete list of major employers in the Broomfield area and in Broomfield are listed below, as compiled by the Broomfield Economic Development Corporation.

SELECTED MAJOR EMPLOYERS

Firm	Product/Service	Number of Employees
IBM	Software Developments	4,500
Kaiser-Hill ¹	Rocky Flats Plant Manager	4,500
Ball Corporation	Aerospace Systems & Metal Containers	2,300
Sun Microsystems	Network Computer Systems	2,700
Level 3 Communications	Telephonic Communications	2,050
Storage Technology Corporation	Computer Storage Peripherals	2,000
Seagate Technology LLC	Disk Drive Manufacturer	1,200
Valley Lab	Medical Device Manufacturer	1,000
Sandoz (formerly known as Geneva Pharmaceuticals)	Generic Pharmaceuticals	998
Corporate Express	Office Supply Distributor	950
Hunter Douglas	Window Coverings Manufacturer	925
EDS (Electronic Data systems)	Computer Label List and Magazine Subscription Call Center	700
McKesson HBOC	Medical/Patient Call Center	662
McData Corporation	Computer Peripherals Manufacturer	620
Ball Corporation	Aerospace, Containers, R&D	550
WalMart Supercenter	Retailer	450
Bestop	Utility Vehicle Accessories	427
DoubleClick Data Division	Manages Databases of Retail, Consumer, Business-to-Business, Publishing, etc.	350
Whitewave Foods, A Division of Dean Foods	Producer of milk and dairy products	325
MWH Global	Global Engineering, Construction and Management	256
Carefree of Colorado	Comfort & Convenience Products	243
ESRI, Inc	Business Information Solutions	200
MicroSemi	Semi-Conductor Manufacturer	200
King Soopers	Grocery Retailer	180

¹ Source: Kaiser-Hill currently manages Rocky Flats, which is owned by the Department of Energy. Broomfield Economic Development Corporation.

The following is a description of several commercial and industrial developments located within the City.

Major Commercial and Industrial Developments

Interlocken Advanced Technology Environment. This development consists of approximately 1,100 acres located within the City and over 3,500,000 square feet of office and research and development space. It is generally bounded by the Broomfield/Wadsworth Interchange on U.S. 36 to the east, U.S. 36 on the north, Colorado Highway 128 on the south and the southerly extension of 96th Street on the west.

Sun Microsystems has constructed 1,150,728 square feet of office space in Interlocken.

Omni Hotel is a joint-venture partner in the Omni Interlocken Hotel and Conference Center, a 390 room hotel with a 27 hole championship golf complex.

Level 3 Communications, Inc., a telecommunications company, built a 1,000,000 square foot facility in several phases in Interlocken.

Hunter Douglas Business Park. Hunter Douglas Duette Window has approximately 694,000 square feet of manufacturing and office facilities in this 55-acre business park, located adjacent to U.S. 36 on the western edge of Broomfield. Geneva Pharmaceuticals has a 93,000 square foot office building in this Business Park. Several sites are still available for the expansion of additional businesses.

Broomfield Industrial Park. This park consists of 50 acres at the southwest corner of 116th Avenue and Pierce Street in Broomfield and approximately 480,000 square feet of buildings. Sites range in size from .78 acre to 1.50 acres, but can be combined for larger users. Tenants include Woolrich Woolen Mills, and Continental Graphics.

Other business parks in Broomfield include: Atlas Industrial Park, Burbank Service Park, Jefferson County Airport Office Park and Burbank Park Centre.

Overall, February, 2005 reports identify 5,792,642 total square feet of office space in Broomfield. The occupancy rate for office uses is 78.02 percent. There are an additional 4,865,999 square feet of industrial and research and development building in Broomfield. The February 2005, occupancy rate is 85.01 percent.

Preble Creek. Pulte Homes Inc., has purchased over 2,600 acres of property in the northern area of Broomfield for a mixed use development. Zoning approvals have been granted for a project with up to 4,000 single family residential units and 6,800 multi-family units and over 14,000,000 square feet of commercial/office development.

Retail Development Within Broomfield

In addition to the commercial and industrial developments discussed above, the following provides a description of several shopping centers which are or are to be located in the City.

Broomfield Shopping Center. In 1993 the Broomfield Urban Renewal Authority redeveloped this shopping center located at the northeast corner of U.S. 287 and Midway Boulevard with a Target Store as the anchor tenant.

Broomfield Town Centre. Located at the northwest corner of 120th Avenue and Sheridan Boulevard, this center has approximately 425,000 square feet. The center is anchored by King Soopers and Home Depot stores.

FlatIron Crossing Mall. Nordstrom, Dillard's, Foley's and Dick's Sporting Goods and an AMC Movie Theater anchor the 1,500,000 square foot mall which was constructed by Westcor Partners of Scottsdale, Arizona. The FlatIron Crossing Mall opened on August 11, 2000. It also includes FlatIron Village, an open area of the Mall.

FlatIron Marketplace. FlatIron Marketplace is a 70-acre retail and mixed use project developed by Koll Development Company and sold to Developers Diversified Realty Corp in 2003. Its approximately 432,000 square feet includes as anchors Nordstrom Rack, Linens and Things, Best Buy, Great Indoors, Buca di Beppo and Mimi's Café restaurants.

Garden Center. Located in the northeast corner of U.S. Highway 287 and Midway Boulevard, this center is comprised of several different buildings with varied tenant uses including medical, office and retail.

Mainstreet and the Summit at FlatIron. Coalton Acres LLC is developing a retail, hotel, restaurant, and office project in the vicinity of FlatIron Crossing Mall and FlatIron Marketplace. A 300 room Marriot Renaissance and Towne Place Suite is located there. Greystar has a 500 unit luxury apartment complex and a 200,000 square foot Super Wal-Mart opened in 2004.

Safeway Marketplace Center. This center includes a new Safeway, Pizza Hut, Checker Auto Parts, and Boston Market.

Miramonte Marketplace, a 131,837 square foot shopping center opened in 2000, with a King Soopers, Woody's Wood Fired Pizza and Noodles restaurant.

Broadlands Marketplace, an approximately 150,000 square foot shopping center anchored by a Safeway opened in 2002.

Other shopping centers in Broomfield include Nickel Center, Columbine Meadows Center, Main Street Exchange, Park Plaza Midway, Depot Hill Center and the Mountview Shoppette.

Residential Development Within Broomfield

The following is a description of several residential areas currently being developed in Broomfield or completed. The Broadlands, McKay Landing and Crofton Park are located in Adams County School District No. 12. The remainder of the residential developments discussed below are within the Boulder Valley School District RE2(J). See "Education", below.

Aspen Creek. This single-family development has 353 approved units with 48 units completed and 48 units under construction. Home builders include: Sanford Homes, Genessee Homes, Laureate Homes and David Weekly Homes.

Broadlands. Construction is beyond the halfway point of the Broadlands Golf Course development, a 740-acre, 2,100-dwelling unit project. The 18-hole, championship golf course is open. Builders in the project are Oakwood Homes, Renaissance Homes, Genesee Homes, Continental Homes, John Laing Homes, McStain Enterprises and numerous custom builders. Over 800 units have been completed and another 150 are under construction. Home values range from \$230,000 to \$1,500,000.

Broomfield County Club. A 90 lot, high end, subdivision, Broomfield Country Club Filing #10, was completed in 2001. Construction began in the spring of 1998. The principal builder was Sanford Homes, with other custom builders. Home sales ranged from \$400,000 to \$880,000.

Country Estates. Country Estates offers estate-size lots of 10,000 square feet and above. Filings 1 through 6 are substantially completed. Filing 8 is approved and platted for 114 homes. The homes are custom built by numerous builders, including Cornerstone Homes and Vogue Construction. Country Estates is located at West 136th and Main Street and is adjacent to Eagle Country Club.

Crystal Pines. This upper-end custom home subdivision offers lots from 10,000 to 30,000 square feet. Currently, 26 homes are platted and 25 have been completed.

Jefferson at Town Centre. JPI, Inc. completed construction in 1999 on the 282 unit, Jefferson at Town Centre, rental housing project.

McKay Landing. This development consists of approximately 229 acres divided into several developments and generally located between 114th Avenue on the north, Zuni Street on the east, 136th on the south and Lowell Street on the west. Builders are the James Company and Engle Homes. Townhome and home sales range from \$150,000 to \$400,000.

Oasis. The Oasis Company completed a 320 acre, upscale rental housing complex in Interlocken in 1999.

Oakwood. The Oakwood Companies completed construction of an 88-unit senior housing project at the Broomfield Town Center in 2001.

Crofton Park. Village Homes has begun construction of Crofton Park, a single family detached, condominium and cottage home project. Building permits have been issued for 36 dwelling units.

Wildgrass. The Writer Company (A Standard Pacific Company) has begun construction on Wildgrass, a 550 dwelling unit mixed residential project.

Greystar. Greystar Partners, LLC., has begun construction of 500 residential apartments with structured parking in the Summit at Flatiron project.

Building Activity

The following chart sets forth the building permit figures for Broomfield since 1996.

HISTORY OF ESTIMATED BUILDING PERMITS FOR NEW STRUCTURES - BROOMFIELD¹

Year	Commercial/Industrial	Single Family ²	Multi-Family
1996	16	13,290,792	314
1997	21	40,394,808	459
1998	43	54,585,557	617
1999	52	170,191,924	482
2000	60	139,046,101	377
2001	11	136,395,601	397
2002	23	39,413,870	313
2003	11	14,690,829	396
2004	13	10,658,878	507
2005 ³	4	4,054,902	282

¹ Does not include permits issued for additions, remodels, fences, signs, churches or other religious buildings.

² Includes single family attached and detached units.

³ Figures are for January through July 2005.

Source: City of Broomfield Planning Department

DENVER-BOULDER CORRIDOR HOUSING GROWTH

Area	2003 Permits Issued	2004 Permits Issued	2003-2004 Percent Change
Broomfield	398	507	27.4%
Denver/Boulder Corridor ¹	622	712	14.5%
Denver	1482	1419	(4.25%)

¹ Includes Broomfield, Boulder, Lafayette, Louisville, and Superior.

Source: Broomfield Economic Development Corporation

The following table sets forth a comparison of occupancy rates by sector for the City, the Denver Metropolitan Area and the Central Business District of Denver ("CDB") between 2003 and 2004.

OCCUPANCY RATES

	Broomfield Occupancy Rates			Denver Metropolitan Area Occupancy Rates		CDB Occupancy Rates	
	2003	2004	Percent Increase (Decrease)	2003	2004	2003	2004
	Retail	96.42%	95.69%	(.73%)	93.3%	93.7%	95.0%
Office	76.91%	78.08%	1.17%	82.1%	82.65	86.9%	85.8%
Industrial/ Research and Development	80.10%	84.39%	4.29%	94.9%	95.7%	99.1%	99.3%
Sources:	Broomfield Economic Development Corporation						

The following table sets forth a comparison of vacancy, occupancy and building rates in the City of Broomfield for 2003 and 2004.

VACANCY, OCCUPANCY AND BUILDING RATES

	December 31, 2003	December 31, 2004
Total Square Feet Vacant	2,447,963	2,213,844
Total Square Feet Built	14,685,816	14,948,661
Occupancy Rate	83.33%	85.19%

Source: Broomfield Economic Development Corporation

Transportation

The City is situated at the intersection of four major transportation routes. U.S. Highway 36 (the "Denver-Boulder Turnpike"), which connects Denver and Boulder; Colorado Highway 121, a principal metropolitan area north-south thoroughfare; and Colorado Highway 128, a principal metropolitan east-west thoroughfare. The City is connected to areas to the north and south by U.S. 287, which intersects with Highway 36.

In November 2003, the Northwest Parkway was completed and open to the public. This major roadway through the north section of the City and County provides a 9-mile link between I-25 on the east, where it connects with E-470 providing direct access to Denver International Airport, and 96th Street on the west near Flatiron Crossing Regional Mall.

In addition, Interstate Highway 25, the primary north-south highway through the state, is adjacent to the eastern most boundary of the City. Denver International Airport is located approximately 26 miles east of the City.

The City is adjacent to Jefferson County Airport, a general aviation facility located southwest of Broomfield, which is the base for corporate jet aircraft, charter and private aircraft. Jefferson County Airport is also home to the FAA regional office and other aviation education enterprises and supporting businesses. A major educational institution at the airport is Colorado Aero Tech, with over 600 students.

The City's transportation needs are further served by the Regional Transportation District (RTD) bus system on local routes within the City and with commuter service to Denver and Boulder. The RTD Park 'n' Ride facility in Broomfield has the highest utilization rate in the district and new improved facilities are being planned. In addition Zip Shuttles transport workers and visitors throughout the Interlocken Business Park, FlatIron Crossing Mall, FlatIron Market Place and Main Street at FlatIron.

Parks and Recreation

Broomfield has a 276-acre park system with bike paths and trails connecting each park as well as the new Municipal Complex which includes the Aquatic Center. The City's Public Works maintains the parks, and the 130 plus acres of vacant space near Great Western Reservoir. Customized health and fitness programs are offered to local businesses by the Parks and Recreation Department. The City recently completed a skate park and added batting cages.

The City maintains a 14,900 square foot recreational center with a new wing for senior citizens and an 8,500 square foot aquatics center. The recreational facilities were completed in June of 1991. The Municipal Center building was completed in January, 1995. The Municipal Center contains the City's administration offices and as a central records office also contains the Clerk and Recorder, Assessor, Public Trustee and Treasurer. The space previously occupied by the library, the police department and municipal courts was renovated. Adjacent to the Municipal Center is the police and courts building. In addition to the police department it houses the municipal, county and district courts. South of the Municipal Center is the Mamie Doud Eisenhower Public Library. The 81,000 square foot Paul Derda Recreation Center opened in 2003.

Education

Six school districts are located within the City: Boulder Valley School District Re-2, Adams County School District 12, Jefferson County School District Re-1, St. Vrain Valley School District, Brighton School District and Ft. Lupton School District RE-8. Adams County School District 12 operates three elementary schools, one middle school and one high school within the City and County, with a combined fall 2004 enrollment of approximately 4,353 students. Legacy, opened in August of 2000. Boulder Valley School District Re-2 operates four elementary schools, one middle school, and one high school with the City and County, which has a combined fall 2004 enrollment of approximately 3,889 students. Boulder Valley School District Re-2 offers special education courses to students at its schools located within the City.

The Archdiocese of Denver has opened the Holy Family High School in Broomfield. Holy Family High School has a 52 acre campus on the northeast corner of 144th and Sheridan Boulevard. This year they begin their sixth year in the facility and have 520 students from all over the northern metropolitan area.

The University of Colorado at Boulder is located approximately fifteen miles northwest of the City and had a Fall 2005 enrollment of 29,151 students. Front Range Community College, Westminster Campus is located one mile south of the City and has approximately 5,727 full time and

part-time students. Westwood College of Aviation Technology (formerly Colorado Aero Tech) is located at the Jefferson County Airport with an enrollment of approximately 750 students in the airframe and power plant program and the aviation electronics program. Other colleges and universities are also located in the Denver Metropolitan Area.

The educational composition of the City and County's population, as estimated by the Broomfield Economic Development Corporation, is illustrated by the following data:

EDUCATIONAL DATA

Educational Attainment:

Grade K-8	0.9%
Grade 9-12	1.3%
High School Graduate	12.6%
Associates Degree	6.4%
Bachelor's Degree	35.6%
Graduate Degree	20.5%
Some College, No Degree	25.3%

Employment Statistics

The distribution of major employers in the area reflects the major influences of light industry and high technology. Colorado's largest employment base is in the multi-faceted "Services" sector, notably communications, telecommunications and software development. Business services are the fastest growing sub-sector. Colorado's economy has a diverse manufacturing base, especially in high-tech durable goods. Electrical and non-electrical machinery and instruments are the largest employers, primarily in computers, peripherals and other high-tech equipment.

The 2004 annual average for Colorado employment within selected industries was:

Agriculture, Forestry, and Fisheries	14,547
Mining	14,374
Utilities	7,927
Construction	151,430
Manufacturing	154,548
Transportation & Warehousing	61,025
Information	81,243
Wholesale Trade	92,229
Retail Trade	241,410
Finance and Insurance	104,415
Real Estate, Rental and Leasing	46,005
Professional and Technical Services	144,793
Management of Companies and Enterprises	22,437
Administrative and Waste Services	131,697
Educational Services	23,485
Health Care and Social Assistance	192,430
Arts, Entertainment and Recreation	42,144
Accommodation and Food Services	209,187
Other Services, Except Public Administration	65,315
Government	341,707

As indicated in the following chart, Retail Trade is the major employment sector in Broomfield County, comprising approximately 18.2% of the County's work force. The other largest employment sectors are: Manufacturing, Professional & Technical Services, Information, and Accommodation & Food Services.

**AVERAGE EMPLOYMENT WITHIN SELECTED INDUSTRIES
BROOMFIELD COUNTY**

	2002	2003	2004	2005 ¹
Agriculture, Forestry, and Fisheries	Data Suppressed	Data Suppressed	Data Suppressed	14,547
Mining	8	6	6	7
Utilities	0	Data Suppressed	Data Suppressed	Data Suppressed
Construction	1,335	1,107	1,051	1,111
Manufacturing	3,854	3,951	4,341	4,377
Transportation & Warehousing	211	169	130	146
Information	2,930	2,783	3,233	3,065
Wholesale Trade	634	615	600	681
Retail Trade	4,594	4,673	5,143	5,112
Finance and Insurance	823	830	840	891
Real Estate, Rental and Leasing	284	307	385	440
Professional and Technical Services	3,947	3,658	3,371	3,743
Management of Companies and Enterprises	1,019	1,251	1,329	1,456
Administrative and Waste Services	617	692	875	955
Educational Services	136	177	169	189
Health Care and Social Assistance	641	741	814	856
Arts, Entertainment and Recreation	102	141	330	273
Accommodation and Food Services	2,983	3,188	3,094	3,006
Other Services, Except Public Administration	529	674	668	710
Government	832	887	997	1,058
TOTAL ALL INDUSTRIES*	25,481	25,852	26,740	28,086

¹ 1st Quarter, 2005

* Columns do not add up to the TOTAL ALL INDUSTRIES because not all industries are listed and some data is suppressed

The following tables, derived from information supplied by the Colorado Department of Labor and Employment, present information on employment within the County, the CMSA and the State.

LABOR FORCE ESTIMATES

Year	Broomfield County		DMA		Colorado	
	Labor Force	Percent Unemployed	Labor Force	Percent Unemployed	Labor Force	Percent Unemployed
2002	20,289	4.3%	1,212,577	5.9%	2,437,353	5.7%
2003	23,683	6.1%	1,252,299	6.3%	2,477,874	6.0%
2004	24,060	5.5%	1,296,361	5.8%	2,522,225	5.5%
2005 ²	24,290	5.2%	1,308,802	5.4%	2,547,216	5.2%

¹ DMA consists of Adams, Arapahoe, Broomfield, Clear Creek, Denver, Douglas, Elbert, Gilpin, Jefferson and Park Counties

² As of August 2005

Other Demographic and Economic Statistics

The City's population increased from 7,261 in 1970 to 20,730 in 1980 to 24,638 in 1990 to 46,419 in 2004, an increase of 539% over 34 years. The estimated 2005 population is 48,548. The table which follows shows the population growth of the City.

Year	POPULATION			
	Broomfield ¹	Percent Increase	DMA ²	Colorado
1940	193	--	448,702	1,123,296
1950	176	--	615,635	1,325,089
1960	4,535	--	934,199	1,753,947
1970	7,261	60.1%	1,238,205	2,209,596
1980	20,730	185.5%	1,618,461	2,889,735
1990	24,638	18.8%	1,622,980	3,294,473
2000	38,272	5.9%	2,109,282	4,301,261
2001	41,396	8.2%	2,155,588	4,446,529
2002	43,023	3.9%	2,194,567	4,521,848
2003	45,195	5.0%	2,227,109	4,586,455
2004	46,419	2.7%	n/a	n/a

¹ Broomfield was incorporated in 1961. Population figures before this date are from the U.S. Census Bureau Reports.

² After 1990 Boulder County is no longer included in the statistical area.

AGE DISTRIBUTION

Age	Broomfield	DMA	Colorado
Under 25	36.92%	34.65%	35.07%
25-34	14.25%	15.94%	14.89%
35-44	18.86%	17.70%	15.89%
45-54	15.28%	14.86%	14.98%
55 & Older	14.67%	18.14%	18.92%

Source: "Survey of Buying Power", Sales and Marketing Management, 2004

WESTMINSTER

The following information is provided to give prospective investors general information concerning selected economic and demographic conditions existing in the larger metropolitan area within which the City of Westminster ("Westminster") is located. The statistics presented below have been obtained from the referenced sources and represent the most current information available from such sources; however, certain of the information is released only after a significant amount of time has passed since the most recent date of the reported data and therefore, such information may not be indicative of economic and demographic conditions as they currently exist or conditions which may be experienced in the near future. Further, the reported data has not been adjusted to reflect economic trends, notably inflation. Finally, other economic and demographic information not presented herein may be available concerning the area in which Westminster is located and prospective investors may want to review such information prior to making their investment decision. The following information is not to be relied upon as a representation or guarantee of Westminster or its officers, employees or advisors.

Population and Median Age

The following table sets forth the population of the City of Westminster, Adams County, Jefferson County and the Denver metropolitan statistical area (the "DMSA") which includes the counties of Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas and Jefferson.

Population

Year	City of Westminster	Percent Change	Adams County ¹	Jefferson County	DMSA
1960	13,850	--	120,296	127,520	934,199
1970	19,634	41.8%	185,789	235,300	1,238,273
1980	50,211	155.7	245,944	371,753	1,618,461
1990	74,625	48.6	265,038	438,430	1,848,319
2000	100,940	35.3	363,857	527,056	2,400,570
2001	100,940	0.0	361,262	529,404	2,195,883
2002	104,011	3.0	375,380	530,821	2,236,522
2003	104,522	0.5	385,262	529,479	2,553,636

¹ The City of Westminster is located in both Adams and Jefferson Counties and therefore information for both counties is included herein as pertinent to the City.

Source: The 1960-2000 population figures were obtained from the U.S. Department of Commerce, Bureau of the Census; the 2002 figures were obtained from the Division of Local Government, Demographic Division; the City's 2001-2003 figures were obtained from the City of Westminster Department of Community Development; and the 2001-2003 estimated population figures for Adams County, Jefferson County and the DMSA were obtained from the Denver Regional Council of Government

According to the United States Census Bureau, Adams County's median age in 1990 was 30.5 years as compared with 31.4 years in 2000. Westminster's median age was 30.1 in 1990 compared with 32.6 for 2000. The State's median age for the same period increased from 31.4 in 1990 to 34.3 years in 2000, with the median age of the United States being 33.0 and 35.3 years in 1990 and 2000, respectively.

Income

The following tables set forth historical median household effective buying income, the percentage of households by classification of effective buying income (“EBI”) levels, and per capita personal income. Westminster, Adams County, Jefferson County, the Denver-Aurora- Boulder Consolidated Area, the State and the United States.

Median Household Effective Buying Income 1

	1999	2000	2001	2002	2003
City of Westminster	\$45,575	\$46,161	\$51,512	\$50,742	\$51,634
Adams County	36,965	38,952	42,802	43,981	42,738
Jefferson County	48,543	51,452	54,470	50,830	51,688
Denver-Aurora-Boulder CBSA	41,581	44,312	48,397	46,613	47,567
Colorado	37,335	39,741	44,050	43,510	43,544
United States	37,233	39,129	38,365	38,035	38,201

Note: A household consists of all the people occupying a house, an apartment, room or group of rooms regarded as a housing unit according to the 2000 Census definitions. Members of the household need not be related.

1 Historically the Survey of Buying Power reported data for the Denver-Boulder-Greeley consolidated metropolitan statistical area (“MSA”) which included the counties of Adams, Arapahoe, Boulder, Denver, Douglas, Jefferson, and Weld. Beginning with the 2004 Survey of Buying Power, data is now being reported for the newly defined core based statistical areas (“CBSA”) instead of MSAs, which data is based on the census. The newly created Denver-Aurora-Boulder CBSA includes the counties of Adams, Arapahoe, Broomfield, Boulder, Clear Creek, Denver, Douglas, Elbert, Gilpin, Jefferson, and Park, therefore; CBSA figures are not directly comparable to historical MSA data presented herein. Source: “Survey of Buying Power,” *Sales & Marketing Management*, 2000-2004

Percent of Households by Effective Buying Income Groups—2003

	Less Than \$20,000	\$20,000-\$34,999	\$35,000-\$49,999	\$50,000 and Over
City of Westminster	8.9%	17.8%	20.8%	52.5%
Adams County	14.8	23.8	21.9	39.5
Jefferson County	10.7	18.1	19.0	52.2
Denver-Aurora-Boulder CBSA	14.1	20.1	18.7	47.1
Colorado	16.8	22.2	19.1	41.9
United States	22.3	23.3	19.0	35.4

Source: “Survey of Buying Power,” *Sales & Marketing Management*, 2004

Per Capita Personal Income

	1998	1999	2000	2001	2002
Adams County	\$23,112	\$24,780	\$26,729	\$27,308	\$27,389
Jefferson County	32,947	34,503	38,239	39,149	38,600
Colorado	28,784	30,492	33,371	34,003	33,723
United States	26,883	27,939	29,847	30,527	30,906

Source: Bureau of Economic Analysis; U.S. Department of Commerce

School Enrollment

The following table presents a five year history of school enrollment for Adams County School District No. 12, Adams County School District No. 50 and Jefferson County School District R 1, the school districts serving the City.

School Enrollment

Year	Adams County School District No. 12	Adams County School District No. 50	Jefferson County School District R-1
2000-2001	30,079	11,231	87,703
2001-2002	31,544	11,283	88,460
2002-2003	33,522	11,012	87,925
2003-2004	34,869	10,562	87,180
2004-2005	36,430	10,671	86,877

Source: Colorado Department of Education, *State Trends in Colorado Public School Membership by School District*

Building Activity

The following tables set forth building permit activity for Westminster.

Building Permit Activity in the City of Westminster

Year	<u>Residential</u>		Total Residential Units	Commercial	Valuation for All Permits
	Multi-Family Units	Single-Family Units			
1999	29	232	261	57	\$189,468,865
2000	84	150	234	44	190,521,831
2001	48	376	424	26	233,207,913
2002	374	463	857	17	171,559,369
2003	16	497	513	31	182,245,326
2004	24	489	513	21	124,281,747
2005 ¹	0	34	34	2	4,486,093

¹ Building permits issued through February 28, 2005.
Source: City of Westminster Building Department

Foreclosure Activity

The number of foreclosures filed in Adams County and in Jefferson County are set forth in the following table.

History of Foreclosures

Year	Adams County	Percent Change	Jefferson County	Percent Change
2000	727	10.8%	731	11.4%
2001	749	3.0	808	10.5
2002	927	23.8	1,130	39.9
2003	1,899	4.9	1,532	35.6
2004	2,499	31.6	1,880	22.7
2005	879 ¹	--	673 ²	--

¹ Foreclosures filed through March 31, 2005.

² Foreclosures filed through April 19, 2005.

Source: Adams County and Jefferson County Public Trustees

Retail Sales

The retail trade sector employs a large portion of Westminster's work force and is important to the area's economy. The following tables set forth retail sales figures as reported by the state for the City of Westminster, Adams County and Jefferson County, and retail sales by industry.

Retail Sales

Year	City of				City as Percent of Counties
	Westminster	Adams County	Jefferson County	Total Counties	
2000	\$1,911,718,319	\$7,589,290,227	\$10,918,483,493	\$18,507,773,720	10.3%
2001	1,817,703,011	7,862,413,690	11,198,329,162	19,060,742,852	9.5
2002	1,703,559,807	7,842,614,434	10,923,476,548	18,766,090,982	9.1
2003	1,724,282,245	8,249,728,748	11,488,912,393	19,738,641,141	8.7
2004 ¹	1,811,522,218	9,229,136,566	11,807,443,611	21,036,580,177	8.6

¹ Retail sales reported by the state by businesses, which are not directly comparable with City sales tax and retail sales information presented elsewhere in this Official Statement.

Source: State of Colorado, Department of Revenue, Office of Tax Analysis, and the City of Westminster

Employment

The following tables set forth employment statistics by industry and the most recent historical labor force estimates for Adams County and Jefferson County.

Total Business Establishments and Employment—Adams County

Industry ¹	Third Quarter 2003		Third Quarter 2004		Quarterly Change	
	Units	Average Employment	Units	Average Employment	Units	Average Employment
Agriculture, forestry, fishing and hunting	48	1,500	47	1,315	(1)	(185)
Mining	38	256	30	234	(8)	(22)
Utilities	10	751	13	783	3	32
Construction	1,409	17,879	1,399	17,729	(10)	(150)
Manufacturing	489	12,992	497	13,692	8	70
Wholesale trade	966	12,862	961	13,175	(5)	313
Retail trade	964	15,165	970	14,917	6	(248)
Transportation and warehousing	463	13,521	479	13,570	16	49
Information	111	1,924	112	1,758	1	(166)
Finance and insurance	424	3,372	460	3,348	36	(24)
Real estate and rental and leasing	450	2,776	446	2,765	(4)	(11)
Professional and technical services	663	3,658	673	3,680	10	22
Management of companies and enterprises	33	1,046	39	1,183	6	137
Administrative and waste services	502	8,963	527	9,397	25	434
Educational services	78	1,027	84	1,299	6	272
Health care and social assistance	463	8,877	485	9,110	22	233
Arts, entertainment, and recreation	80	884	77	898	(3)	14
Accommodation and food services	564	10,411	618	10,688	54	277
Other services, except public administration	705	4,169	720	4,448	15	279
Non-classifiable ²	--	--	--	--	--	--
Government	92	19,255	91	19,505	(1)	25
Total	8,553	141,289	8,729	143,494	176	2,205

¹ Information provided herein reflects only those employers who are subject to state unemployment insurance law.

² Information suppressed due to confidentiality as set forth in state law. Totals may not add because they include figures for all employment including suppressed information.

Source: Colorado Department of Labor and Employment, Labor Market Information, ES-202

Total Business Establishments and Employment—Jefferson County

Industry ¹	Third Quarter 2003		Third Quarter 2004		Quarterly Change	
	Units	Average Employment	Units	Average Employment	Units	Average Employment
Agriculture, forestry, fishing and hunting	38	426	44	404	6	(22)
Mining	66	282	72	284	6	2
Utilities	22	729	35	763	13	34
Construction	2,479	15,167	2,455	15,698	(24)	531
Manufacturing	571	18,171	581	18,494	10	323
Wholesale trade	1,441	5,808	1,441	6,068	0	260
Retail trade	2,047	28,526	2,058	28,325	11	(201)
Transportation and warehousing	276	2,258	276	2,257	0	(1)
Information	345	4,118	321	4,007	(24)	(111)
Finance and insurance	1,264	8,821	1,366	8,498	102	(323)
Real estate and rental and leasing	907	4,043	927	4,218	20	175
Professional and technical services	3,009	14,775	3,050	15,025	41	250
Management of companies and enterprises	92	1,571	125	1,738	33	167
Administrative and waste services	1,110	16,133	1,088	15,861	(22)	(272)
Educational services	214	1,990	216	2,103	2	113
Health care and social assistance	1,304	18,353	1,318	18,949	14	596
Arts, entertainment, and recreation	221	3,549	231	3,671	10	122
Accommodation and food services	1,029	19,880	1,057	19,945	28	65
Other services, except public administration	1,336	6,443	1,387	6,338	21	(105)
Non-classifiable ²	-- ²	-- ²	8	14	-- ²	-- ²
Government	155	32,450	162	31,781	7	(669)
Total	17,984	203,495	18,218	204,442	234	947

¹ Information provided herein reflects only those employers who are subject to state unemployment insurance law.

² Information suppressed due to confidentiality as set forth in state law. Totals may not add because they include figures for all employment including suppressed information.

Source: Colorado Department of Labor and Employment, Labor Market Information, ES-202

Labor Force Estimates

Year	Adams County		Jefferson County		DMSA		Colorado		United States	
	Labor Force	Percent Unemployed	Labor Force	Percent Unemployed	Labor Force	Percent Unemployed	Labor Force	Percent Unemployed	Labor Force	Percent Unemployed
2000	183,875	2.6%	308,109	2.0%	1,149,521	2.3%	2,275,375	2.7%	140,866,000	4.0%
2001	198,052	3.7	305,772	3.2	1,194,564	3.5	2,379,092	3.7	141,822,000	4.8
2002	196,440	6.2	309,536	5.3	1,215,905	5.9	2,437,413	5.7	142,509,000	5.8
2003	201,891	7.1	310,080	5.6	1,252,299	6.3	2,477,874	6.0	146,516,000	6.0
2004	199,128	6.5	303,628	5.5	1,275,498	5.9	2,522,225	5.5	147,390,000	5.5
2005	98,626	6.2	302,809	5.2	1,271,241	5.5	2,519,596	5.3	147,979,000	5.2

¹ Labor force estimates through January 31, 2005.

Source: State of Colorado, Division of Employment and Training, Labor Market Information, Colorado Labor Force Review

The following table sets forth selected major employers within Westminster. No independent investigation has been made of and there can be no representation as to the stability or financial condition of the entities listed below, or the likelihood that they will maintain their status as major employers in the City. Three school districts are represented within Westminster: Adams County School District No. 12, Adams County School District No. 50 and Jefferson County School District R 1. The breakdown of employees within facilities within Westminster is not readily available.

City of Westminster-Selected Major Employers

Employer	Product or Service	Estimated Number of Employees¹
Avaya Business	Communication Systems, Research & Development	1,703
City of Westminster	City Government	1,665
Ball Corporation	Packaging Operations, Research & Development, Aerospace	659
Centura Health/St. Anthony North	Full Service Hospital	570
Access Distribution (GE Access)	Computer Systems & Networks Vendor	390
Tri State Generation	Electric Utility Wholesaler	355
Alliance Data Systems	Network Credit Authorization Services and Equipment	323
Kaiser Permanente	Health Care Provider	263
Corporate Express	Office Supplies Provider	263
LaFarge North America	Construction Materials	190
Finali	ECRM Solutions Service Provider	175
Global Healthcare Exchange	Supply Chain Solutions and Services Provider	140
Trimble Navigation	Satellite Navigation Equipment	132
Celestica Services, Inc.	Communications Systems Research and Development	107

¹As of March 2005.

Source: City of Westminster and individual employers

APPENDIX E

Form of Continuing Disclosure Undertaking

THIS UNDERTAKING (the "Continuing Disclosure Undertaking" or the "Undertaking") is executed and delivered by The Broomfield-Westminster Open Space Foundation, Inc. a Colorado nonprofit corporation (the "Lessor"), the City and County of Broomfield, Colorado ("Broomfield") and the City of Westminster, Colorado ("Westminster") in connection with Certificates of Participation, Series 2006 (the "Certificates") evidencing assignments of proportionate interests in rights to receive certain revenues pursuant to the Open Space Lease Purchase Agreement (the "Lease") among the Lessor and Broomfield and Westminster as Lessees (collectively, the "Lessees"). The Certificates are issued in accordance with and are secured by a Mortgage and Indenture of Trust (the "Indenture") between the Lessor and American National Bank, as Trustee (the "Trustee").

In consideration of the purchase of the Certificates by the Participating Underwriter (as defined below), the Lessor and the Lessees covenant and agree as follows:

SECTION 1. Purpose of the Undertaking. This Undertaking is being executed and delivered by the Lessor and Lessees for the benefit of the Owners of the Certificates and in order to allow the Participating Underwriter to comply with Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission (the "Commission") under the Securities Exchange Act of 1934, as amended.

SECTION 2. Definitions. The definitions set forth in the Lease and Indenture apply to any capitalized term used in this Undertaking unless otherwise defined in this Section. As used in this Undertaking, the following capitalized terms shall have the following meanings:

"Annual Financial Information" means the financial information or operating data with respect to Broomfield and Westminster delivered annually, pursuant to Section 3 hereof, of the type set forth in the Official Statement in APPENDICES H and I, respectively, and any other financial information or operating data with respect to Broomfield and Westminster similar to the foregoing contained in the Official Statement. Annual Financial Information may, but is not required to, include Audited Financial Statements. Annual Financial Information may be provided in any format deemed convenient by Broomfield and Westminster.

"Audited Financial Statements" means the annual financial statements for Broomfield and Westminster, prepared in accordance with generally accepted accounting principles as in effect from time to time, audited by a firm of certified public accountants.

"Events" means any of the events listed in Section 4(a) of this Undertaking.

"MSRB" means the Municipal Securities Rulemaking Board.

"National Repository" shall mean all of the Nationally Recognized Municipal Securities Information Repositories for purposes of the Rule, [as](#) recognized from time to time by the SEC and as currently listed on the Internet at the website www.sec.gov/info/municipal/nrmsir.htm.

"Official Statement" means the final Official Statement dated March __, 2006, together with any supplements thereto prior to the date the Certificates are issued, delivered in connection with the original issue and sale of the Certificates.

"Owners(s) of the Certificates" means the registered owners of the Certificates, and so long as the Certificates are subject to the Book Entry System, any person who, through any contract arrangement or otherwise, has or shares investment power with respect to the Certificates, which includes the power to dispose, or direct the disposition, of the Certificates.

"Participating Underwriter" means RBC Capital Markets, Denver, Colorado, the original underwriter of the Certificates and the party required to comply with Rule 15c2-12 in connection with the offering of the Certificates, or any successor known to Lessor and the Lessees.

"Repositories" means each National Repository and the State Repository, if any.

"Repository Agent" shall mean any filing system approved by the SEC for transmission of filings under the Rule for submission to the Repositories, including without limitation the central post office known as DisclosureUSA, currently managed by the Municipal Advisory Council of Texas and located on the Internet at the website www.DisclosureUSA.org.

"Rule 15c2-12" means Rule 15c2-12 adopted by the Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State Repository" means the public or private repository or entity, if any, designated by the State of Colorado as a state information depository for purposes of Rule 15c2-12. As of the date of this Undertaking, there is no State Repository for the State of Colorado.

SECTION 3. *Provision of Annual Financial Information.*

(a) Commencing with the Fiscal Year ended December 31, 2006, and annually while the Certificates remain outstanding, Broomfield and Westminster shall provide to either the Repositories or the Repository Agent the Annual Financial Information and Audited Financial Statements with respect to Broomfield and Westminster.

(b) Such Annual Financial Information with respect to Broomfield and Westminster shall be provided not later than June 1 following the end of each Fiscal year. If not provided as a part of the Annual Financial Information, the Audited Financial Statements with respect to Broomfield and Westminster will be provided when available, but in no event later than June 1 after the end of each Fiscal Year.

(c) Broomfield and Westminster may provide Annual Financial Information and Audited Financial Statements with respect to Broomfield and Westminster by specific cross-reference to other documents, which have been submitted to the Repositories or the Repository Agent, or filed with the Commission. If the document so referenced is a final official statement within the meaning of Rule 15c2-12, such final official statement must be available from the MSRB. Broomfield and Westminster shall clearly identify each such other document provided by cross-reference.

SECTION 4. *Reporting of Events.*

(a) This Section 4 shall govern the giving of notices of the occurrence of any of the following Events with respect to the Certificates to any of the following: (i) the MSRB and the State Repository, if any; or (ii) the National Repositories and the State Repository, if any; or (iii) a Repository Agent:

1. Principal and interest payment delinquencies.
2. Non-payment related defaults.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on any credit enhancement relating to the Certificates reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions or other event affecting the tax-exempt status of the Certificates.
7. Modifications to rights of the Owners of the Certificates.
8. Notice of optional or unscheduled redemption of any Certificates.
9. Defeasances.
10. Release, substitution or sale of property securing repayment of the Certificates.
11. Rating changes.

(b) Whenever the Lessor and Lessees obtain knowledge of the occurrence of an Event, the Lessor and Lessees shall file, in a timely manner, a notice of such occurrence with the MSRB and the State Repository, with a copy to the Participating Underwriter. Notwithstanding the foregoing, notice of Events described in subsections (a)(8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Certificates pursuant to the Indenture

(c) At any time the Certificates are outstanding, Broomfield and Westminster shall provide, in a timely manner, to the MSRB and the State Repository, or a Repository Agent, with a copy to the Participating Underwriter, notice of any failure of Broomfield and Westminster to timely provide the Annual Financial Information and Audited Financial Statements as specified in Section 3 hereof.

SECTION 5. *Term.* This Undertaking shall be in effect from and after the issuance and

delivery of the Certificates and shall extend to the earlier of (i) the date all principal and interest on the Certificates shall have been deemed paid pursuant to the terms of the Indenture; (ii) the date that the Lessor and Lessees shall no longer constitute "obligated persons" with respect to the Certificates within the meaning of Rule 15c2-12; and (iii) the date on which those portions of Rule 15c2-12 which require this Undertaking are determined to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Certificates, which determination shall be evidenced by an opinion of nationally recognized bond counsel selected by the Lessor and Lessees, a copy of which opinion shall be given to the Participating Underwriter. Broomfield and Westminster shall file a notice of any such termination with the Repositories, a Repository Agent, or the MSRB and with any State Repository.

SECTION 6. *Amendment; Waiver.* Notwithstanding any other provision of this Undertaking, the Lessor and Lessees may amend this Undertaking, and any provision of this Undertaking may be waived (a) if such amendment occurs prior to the actual issuance and delivery of the Certificates and the Participating Underwriter consents thereto, or (b) if such amendment or waiver is otherwise consistent with Rule 15c2-12. Written notice of any such amendment or waiver shall be provided by Broomfield and Westminster to the Repositories or the Repository Agent or the MSRB and any State Repository and the Annual Financial Information shall explain the reasons for the amendment and the impact of any change in the type of information being provided.

SECTION 7. *Additional Information.* Nothing in this Undertaking shall be deemed to prevent Broomfield and Westminster from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other annual information or notice of occurrence of an event which is not an Event, in addition to that which is required by this Undertaking; provided that Broomfield and Westminster shall not be required to do so. If Broomfield and Westminster chooses to include any annual information or notice of occurrence of an event in addition to that which is specifically required by this Undertaking, Broomfield and Westminster shall have no obligation under this Undertaking to update such information or include it in any future annual filing or notice of occurrence of an Event.

SECTION 8. Beneficiaries. This Undertaking shall inure solely to the benefit of Broomfield and Westminster, the Participating Underwriter and Owners from time to time of the Certificates, and shall create no rights in any other person or entity.

Date: April 15, 2006.

THE BROOMFIELD-WESTMINSTER,
OPEN SPACE FOUNDATION, INC.
as Lessor

(S E A L)

Co-President

Co-President

ATTESTED:

Secretary

CITY AND COUNTY OF BROOMFIELD,
COLORADO
as Lessee

(S E A L)

ATTESTED:

Mayor

City Clerk

CITY OF WESTMINSTER, COLORADO
as Lessee

(S E A L)

ATTESTED:

Mayor

City Clerk

APPENDIX F

Form of Bond Counsel Opinion

Re: \$9,500,000 Certificates of Participation, Series 2006, Evidencing Assignments of Proportionate Interests in Rights to Receive Certain Revenues Pursuant to an Open Space Lease Purchase Agreement Among The Broomfield-Westminster Open Space Foundation, Inc., as Lessor, the City and County of Broomfield, Colorado, and the City of Westminster, as Lessees

We have acted as bond counsel in connection with the issuance of the above-referenced Certificates of Participation, Series 2006 (the "Certificates"). The Certificates are issued under a Mortgage and Indenture of Trust (the "Indenture") dated as of April 15, 2006, among The Broomfield-Westminster Open Space Foundation, Inc., a Colorado nonprofit corporation (the "Lessor"), as grantor, and American National Bank, Denver, Colorado, as trustee (the "Trustee"). The Certificates evidence proportionate interests in rights to receive certain payments under an Open Space Lease Purchase Agreement (the "Lease"), dated as of April 15, 2006, among the City and County of Broomfield, Colorado ("Broomfield") and the City of Westminster, Colorado ("Westminster"), as Lessees (collectively, the "Lessees") and the Lessor, as provided therein. Pursuant to the Indenture, the Lessor has assigned its rights under the Lease (with certain exceptions) to the Trustee for the benefit of the owners of the Certificates.

The Certificates are issued in the aggregate principal amount of \$9,500,000, dated the date of delivery, in fully registered form, in the denomination of \$5,000 or any integral multiple thereof, bearing interest from date to maturity payable semiannually on June 1 and December 1 each year, commencing on June 1, 2006, and maturing on December 1 in each year in the amounts set forth in the Indenture.

The Certificates are issued for the purpose of providing funds to finance 111 acres of open space land (the "Property"), as defined in the Indenture, by virtue of and in full conformity with the Constitution of the State of Colorado and all other laws of the State of Colorado thereunto enabling, and pursuant to the Indenture. The Certificates are subject to mandatory, optional and extraordinary mandatory redemption prior to maturity in the time and manner and upon the terms set forth therein and in the Indenture.

Reference is hereby made to the Indenture for a description of the nature and extent of the security for the Certificates, the accounts and revenues pledged to the payment thereof, the manner in which the Certificates may be transferred or exchanged, the rights and remedies of the registered owners of the Certificates, the manner in which the Indenture may be amended and the other terms and conditions upon which the Certificates are issued, copies of which are on file for public inspection at the office of the Lessor.

Neither the Lease, the Certificates, nor the interest thereon constitute a mandatory payment obligation of the Lessees in any ensuing fiscal year beyond the then current fiscal year, or directly or indirectly obligate the Lessees to make any payment beyond those appropriated for the Lessees' then current fiscal year, or constitute or give rise to a general obligation or other indebtedness of the Lessees within the meaning of any constitutional or statutory debt limitation.

The following opinion necessarily is based solely upon our examination of the certified record of proceedings authorizing the issuance of the Certificates, the Constitution and laws of the State of Colorado, the Internal Revenue Code of 1986, as amended, and applicable rulings and regulations thereunder, as interpreted and construed as of the date of this opinion. Therefore, we cannot and do not assume any responsibility for providing any information concerning the Certificates, or for any opinions based upon such information, that may or may not become known to us after said date.

Based upon our examination of the aforementioned proceedings and such other documents as we have deemed relevant and necessary as a basis for the opinions set forth herein, we are of the opinion that:

1. The Lease has been duly authorized by the Lessees and duly executed and delivered by authorized officials of the Lessees.

2. The Certificates evidence legal, valid, and binding assignments of proportionate interests in rights to receive certain payments pursuant to the Lease. The Lease is enforceable against the Lessees in accordance with the terms thereof; provided however, that the obligations incurred by the Lessees in executing the Lease are subject to: the Federal Bankruptcy Code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect; usual equity principles which may limit the specific enforcement under State law of certain remedies; the exercise by the United States of America of the powers delegated to it by the Federal Constitution; and the reasonable and necessary exercise, in certain exceptional situations, of the police power inherent in the sovereignty of the State of Colorado and its governmental bodies, in the interest of serving a significant and legitimate public purpose.

3. The portion of the Base Rentals which is designated in the Lease and paid by the Lessees as interest on the Certificates, including original issue discount properly allocated to the owners of the Certificates, is excluded from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; it should be noted, however, that for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest and such original issue discount is taken into account in determining adjusted current earnings. The opinion set forth in the preceding sentence is subject to the condition that the Lessees comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Certificates in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The Lessees have covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest and original issue discount on the Certificates in gross income for federal income tax purposes to be retroactive to the date of issuance of the Certificates. We express no opinion regarding other federal tax consequences arising with respect to the Certificates, and no opinion is expressed as to the effect which any termination of the Lessees' obligations under the Lease may have upon the treatment for federal income tax purposes of any moneys received under the Lease subsequent to such termination.

4. To the extent the portion of the Base Rentals which is designated in the Lease and paid by the Lessees as interest on the Certificates, including original issue discount properly allocated to the owners of the Certificates, is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax, such interest and such original issue discount is not subject to income taxation by the State of Colorado. We express no opinion regarding other state tax consequences arising with respect to the Lease, and no opinion is expressed as to the effect which any termination of the Lessees' obligations under the Lease may have upon the treatment for state income tax purposes of any moneys received under the Lease subsequent to such termination.

We express no opinion herein as to the accuracy, adequacy or completeness of the Official Statement relating to the Certificates.

This opinion is given as of the date hereof and we assume no obligation to update, revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur. This opinion is given as of the date hereof and we assume no obligation to update, revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

APPENDIX G

Specimen of Certificate Insurance Policy

APPENDIX H

**Audited Financial Statements of Broomfield
as and of the year ended
December 31, 2004**

APPENDIX I

**Audited Financial Statements of Westminster
as and of the year ended
December 31, 2004**

Summary of Proceedings

Summary of proceedings of the regular meeting of the Westminster City Council held Monday, March 13, 2006. Mayor McNally, Mayor Pro Tem Kauffman, and Councillors Dittman, Kaiser, Lindsey, Major, and Price were present at roll call.

The minutes of the February 27, 2006 regular meeting were approved.

Council recognized Stu Feinglas as the recipient of Water Conservation ReWard from the Center for ReSource Conservation and CH2M Hill as recipient of the 2006 Water Resources Engineering Excellence Award from the American Council of Engineering Companies of Colorado for the Standley Lake Dam Improvement Project.

Council approved the following: designation of the official places to post public notices; purchase of light duty trucks; purchase of PVC water pipe, fund expenditure for street light costs at 144th Ave/I-25 Interchange project; final passage of Councillor's Bill No. 12 regarding a carryover transfer to WEDA for construction of parking lot; 5th amended PDP within the Park Centre PUD; issuance of COPs for the Metzger Farm Open Space acquisition; execution and delivery of COPs by the Foundation of the Indenture; ratification of the Preliminary Official Statement and preparation of the Final Official Statement for Distribution; and delegation of authority to execute COP closing documents.

A public hearing was conducted re CLUP Amendment and 5th Amended Park Centre PDP within the Park Centre PUD.

Council adopted the following resolutions: Res. No. 15 re appointments and reappointments to Boards and Commissions; Res. No. 16 re revisions to City Council Rules and Regulations; Res. No. 17 re Community Enhancement Master Plan; Res. No. 18 re Staffing for Adequate Fire and Emergency Response grant award; Res. No. 19 re annexation petitions for Sheridan Blvd between Turnpike Drive and railroad tracks; Res. No. 20 re Category B-1 Service Commitments to W. 101st Ct. project; Res. No. 21 re Category B-4 Service Commitments to Village on the Promenade Phase II development; and Res. No. 22 re grant agreement with Great Outdoors Colorado for the Metzger Farm acquisition.

The following Councillors' Bills were passed on first reading:

A BILL FOR AN ORDINANCE AMENDING THE WESTMINSTER COMPREHENSIVE LAND USE PLAN. Purpose: change the land use designation of Lot 4, Block 11, Park Centre Filing No. 1 from Business Park to Retail/Commercial.

A BILL FOR AN ORDINANCE AMENDING THE WESTMINSTER MUNICIPAL CODE CREATING A PARKS, RECREATION AND LIBRARIES ADVISORY BOARD. Purpose: Combine the Library and Parks and Recreation Advisory Boards.

A BILL FOR AN ORDINANCE AUTHORIZING A BUSINESS ASSISTANCE PACKAGE WITH OCTAGON SYSTEMS CORPORATION TO AID IN THEIR RELOCATION AND EXPANSION IN CHURCH RANCH CORPORATE CENTER. Purpose: authorize a business assistance package with Octagon Systems Corporation.

Council adopted the following emergency ordinance:

A BILL FOR AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ANNUALLY RENEWABLE OPEN SPACE LEASE PURCHASE AGREEMENT AMONG THE BROOMFIELD-WESTMINSTER OPEN SPACE FOUNDATION, INC., AS LESSOR, THE CITY AND COUNTY OF BROOMFIELD, COLORADO, AND THE CITY OF WESTMINSTER, COLORADO, AS LESSEES, TO PROVIDE FOR OPEN SPACE LAND; PROVIDING FOR BASE RENTAL AND ADDITIONAL RENTAL PAYMENTS FROM CURRENTLY BUDGETED EXPENDITURES OF THE CITY OF WESTMINSTER; PROVIDING OTHER COVENANTS AND DETAILS IN CONNECTION THEREWITH, AND DECLARING AN EMERGENCY. Purpose: authorize the execution and delivery of an annually renewable open space lease purchase agreement with the Broomfield-Westminster Open Space Foundation for acquisition of the Metzger Farm and authorize payment of the 2006 lease rental payments.

The meeting adjourned at 8:18 p.m.

By Order of the Westminster City Council
Linda Yeager, City Clerk
Published in the Westminster Window on March 23, 2006

Major - Price

A BILL FOR AN ORDINANCE AMENDING THE 2006 BUDGETS OF THE GENERAL CAPITAL IMPROVEMENT FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2006 ESTIMATED REVENUES IN THE FUNDS.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2006 appropriation for the General Capital Improvement Fund initially appropriated by Ordinance No. 3162 in the amount of \$7,668,000 is hereby increased by \$630,000 which, when added to the fund balance as of the City Council action on February 27, 2006 will equal \$8,238,000. The actual amount in the General Capital Improvement Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. A portion of Promenade Land Sale is being appropriated as part of 2005 Carryover to be transferred to WEDA for the RTD Parking lot project.

Section 2. The \$630,000 increase in the General Capital Improvement Fund shall be allocated to City Revenue and Expense accounts, which shall be amended as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Carryover	7500.40020.0000	\$0	<u>\$630,000</u>	\$630,000
Total Change to Revenues			<u>\$630,000</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Transfers WEDA	75010900.79800.0680	\$0	<u>\$630,000</u>	\$630,000
Total Change to Expenses			<u>\$630,000</u>	

Section 3. – Severability. The provisions of this Ordinance shall be considered as severable. If any section, paragraph, clause, word, or any other part of this Ordinance shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, such part shall be deemed as severed from this ordinance. The invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect the construction or enforceability of any of the remaining provisions, unless it is determined by a court of competent jurisdiction that a contrary result is necessary in order for this Ordinance to have any meaning whatsoever.

Section 4. This ordinance shall take effect upon its passage after the second reading.

Section 5. This ordinance shall be published in full within ten days after its enactment.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 27th day of February, 2006. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 13th day of March, 2006.

**ORDINANCE NO. 3270
SERIES OF 2006**

**COUNCILLOR'S BILL NO. 16
INTRODUCED BY COUNCILLORS
KAUFFMAN – MAJOR**

A BILL FOR AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ANNUALLY RENEWABLE OPEN SPACE LEASE PURCHASE AGREEMENT AMONG THE BROOMFIELD-WESTMINSTER OPEN SPACE FOUNDATION, INC., AS LESSOR, THE CITY AND COUNTY OF BROOMFIELD, COLORADO, AND THE CITY OF WESTMINSTER, COLORADO, AS LESSEES, TO PROVIDE FOR OPEN SPACE LAND; PROVIDING FOR BASE RENTAL AND ADDITIONAL RENTAL PAYMENTS FROM CURRENTLY BUDGETED EXPENDITURES OF THE CITY OF WESTMINSTER; PROVIDING OTHER COVENANTS AND DETAILS IN CONNECTION THEREWITH, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Westminster, Colorado (the "City" or "Westminster"), is a political subdivision of the State, a body corporate and politic, a home-rule City pursuant to Article XX of the State Constitution; and

WHEREAS, Section 2.1 of the Charter of the City (the "Charter") provides that the City may purchase, receive, hold and enjoy or sell and dispose of real and personal property; and

WHEREAS, Chapter XI of the Charter provides that the City may borrow money for any municipal purpose as provided in the Charter and issue any legally recognized security which the City Council of the City (the "Council") may provide; and

WHEREAS, Section 11.3 of the Charter provides that the City is authorized to enter into installment purchase contracts or lease option contracts in order to provide necessary land, buildings, equipment and other property for governmental purposes; and

WHEREAS, on October 25, 2005, Westminster and the City and County of Broomfield, Colorado ("Broomfield") entered into an intergovernmental agreement (the "IGA") to provide for the allocation of responsibilities between each party in connection with the acquisition, financing, ownership, operation and maintenance of certain open space land, including the formation of a nonprofit corporation; and

WHEREAS, on November 7, 2005, the Council adopted Ordinance No. 3250, that authorized the organization of The Broomfield-Westminster Open Space Foundation, Inc., a Colorado nonprofit corporation for the purpose of financing and leasing real property to use as open space for the City and County of Broomfield ("Broomfield") and for Westminster; and

WHEREAS, on November 22, 2005, the City Council of Broomfield adopted Ordinance No. 1825, that authorized the organization of The Broomfield-Westminster Open Space Foundation, Inc., a Colorado nonprofit corporation for the purpose of financing and leasing real property to use as open space for Broomfield and for Westminster; and

WHEREAS, on December 13, 2005, The Broomfield-Westminster Open Space Foundation, Inc. (the "Foundation" or the "Lessor") was incorporated as a Colorado nonprofit corporation; and

WHEREAS, the Foundation is a nonprofit corporation, duly organized, existing, and in good standing under the laws of the State of Colorado, duly qualified to do business in the State of Colorado, and authorized under its Articles and Bylaws to own and hold real and personal property, to lease the same as lessor, and to act in the manner contemplated herein; and

WHEREAS, on December 14, 2005, the Foundation entered into a Purchase and Sale Agreement (the "Purchase and Sale Agreement") to acquire approximately 150 acres of open space land (the "Open Space Land") of which approximately 110 acres in the approximate amount of \$9,500,000 (the "Property") would be financed, pursuant to the IGA, with rental payments from Broomfield and Westminster under an annually renewable lease among the Foundation, Broomfield and Westminster; and

WHEREAS, the Council has determined and hereby determines that it is in the best interest of Westminster and its inhabitants that Westminster enter into an Open Space Lease Purchase Agreement

(the "Lease") with the Lessor, to provide for the financing of the Property, and the leasing by Westminster from the Lessor of the Property; and

WHEREAS, the City Council of Broomfield has determined that it is in the best interest of Broomfield and its inhabitants that Broomfield enter into the Lease with the Lessor, to provide for the financing of the Property, and the leasing by Broomfield from the Lessor of the Property; and

WHEREAS, Broomfield and Westminster (collectively, the "Lessees") will enter into the Lease with the Foundation; and

WHEREAS, pursuant to that certain Mortgage and Indenture of Trust dated as of April 15, 2006 (the "Indenture"), by and between the Lessor and American National Bank, Denver, Colorado, as trustee (the "Trustee"), the Lessor will assign all of its right, title, and interest in, to, and under the Lease to the Trustee; and

WHEREAS, there will be issued pursuant to the Indenture, Certificates of Participation, Series 2006 (the "Series 2006 Certificates"), in an aggregate principal amount not to exceed \$9,500,000, evidencing assignments of proportionate interests in rights to receive certain payments under the Lease; and

WHEREAS, the proceeds derived from the sale of the Series 2006 Certificates shall be placed in special funds and trust accounts, to fund certain payments and to acquire the Property; and

WHEREAS, the Base Rentals and Additional Rentals (as defined in the Lease) payable by Broomfield and Westminster under the Lease shall constitute currently budgeted expenditures of Broomfield and Westminster and shall not constitute a general obligation or other indebtedness of Broomfield or Westminster nor a mandatory charge or requirement against Broomfield or Westminster in any ensuing fiscal year beyond the then current fiscal year; and

WHEREAS, the Series 2006 Certificates shall evidence assignments of proportionate interests in the Revenues (as defined in the Lease), shall be payable solely from the sources therein provided, and shall not constitute a general obligation or other indebtedness of Broomfield or Westminster nor a mandatory charge or requirement against Broomfield or Westminster in any ensuing fiscal year beyond the then current fiscal year; and

WHEREAS, neither the Lease nor the issuance of the Series 2006 Certificates shall directly or indirectly obligate Broomfield or Westminster to make any payments beyond those appropriated for Broomfield's and Westminster's then current fiscal year; and

WHEREAS, Section 11-57-204 of the Supplemental Public Securities Act, constituting part 2 of Article 57 of Title 11, C.R.S., (the "Supplemental Act") provides that a public entity, including Broomfield and Westminster, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act to an issuance and Westminster hereby elects and Broomfield will elect to apply all the provisions of the Supplemental Act to the Lease; and

WHEREAS, pursuant to Section 11-57-203 of the Supplemental Act, the Council desires to delegate to the Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager, and the Finance Director of the City, each individually, the power to determine Base Rentals and Additional Rentals under the Lease, the prepayment provisions, if any, all as set forth in the Lease Certificate (the "Lease Certificate") the form of which will be completed upon the sale of the Series 2006 Certificates and which will be attached to this Ordinance as Appendix A and incorporated herein; and

WHEREAS, the Base Rentals under the Lease will be determined after the adoption of this Ordinance and the sale of the 2006 Certificates in amounts sufficient to pay the principal of, premium, if any, and interest on the Series 2006 Certificates; and

WHEREAS, there have been presented to the Council: (1) the proposed form of Lease Certificate; (2) the proposed form of the annually renewable Open Space Lease Purchase Agreement dated as of April 15, 2006 (the "Lease") between the Foundation, as Lessor and Broomfield and Westminster, as tenants in common, as Lessees, including therein the schedules of Base Rentals, Additional Rentals and Purchase Option Prices (as defined in the Lease); (3) the proposed form of Mortgage and Indenture of Trust dated as of April 15, 2006 (the "Indenture") between the Foundation, as Grantor and American National Bank., Denver, Colorado, as Trustee (the "Trustee"); (4) the Preliminary

Official Statement (the "Preliminary Official Statement"), previously distributed to prospective purchasers of the Certificates; and (5) the Continuing Disclosure Undertaking (the "Undertaking") dated as of April 15, 2006; (collectively, the "Basic Documents"); and

WHEREAS, the Council has determined that it is necessary and advisable to approve and authorize the execution of the Lease and the other Basic Documents to which Westminster is a party and to approve and authorize actions to be taken by Westminster's representatives on the Board of Directors of the Foundation; and

WHEREAS, no member of the Council has any conflict of interest or is interested in any pecuniary manner in the transactions contemplated by this Ordinance.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. That the recitals hereto are hereby ratified, confirmed and incorporated herein by reference. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Council and officers and employees of the City, in connection with the Open Space Land, the Property and the financing thereof are hereby ratified, approved, and confirmed.

Section 2. That the Council hereby finds and determines, pursuant to the Constitution and laws of the State of Colorado, that the financing of the Property and the leasing of the Property (as defined in the Lease) from the Foundation, under the terms and provisions set forth in the Lease, are necessary, convenient, and in furtherance of the governmental purposes of the City, and are in the best interests of the City and its citizens and inhabitants; and the Council hereby authorizes such financing of the Property, and such leasing of the Property, under the terms and provisions of the Lease.

Section 3. That the Council hereby acknowledges the issuance of the Series 2006 Certificates pursuant to the Indenture in the form, and with the terms and provisions contained in the Indenture, in substantially the form presented to this meeting of the Council.

Section 4. That the Council hereby acknowledges the sale of the Series 2006 Certificates to RBC Capital Markets, as Underwriter (the "Underwriter"), in an aggregate principal amount not to exceed \$9,500,000, less discount.

Section 5. That pursuant to Section 11-57-204 of the Supplemental Public Securities Act, a public entity, including Broomfield and Westminster, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act. The Council hereby elects to apply all or any of the provisions of the Supplemental Act to the Lease. The Series 2006 Certificates shall contain a recital that they are issued pursuant to the Supplemental Public Securities Act, which recital shall be conclusive evidence of the validity and regularity of the issuance of the Series 2006 Certificates after their delivery for value. Pursuant to such election to apply Section 11-57-205 of the Supplemental Public Securities Act to the Lease, the Council of the City hereby delegates to the Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager, and the Finance Director of the City, each individually, the authority to make the following determinations with respect to the Lease, subject to the parameters and restrictions contained in this Ordinance, without any requirement that the Council approve such determinations:

(a) **Base Rentals and Additional Rentals:** Base Rentals shall not exceed \$1,000,000 per year. Westminster Base Rentals shall not exceed \$615,000 per year. Additional Rentals are not expected to exceed \$25,000 per year. Westminster Additional Rentals are not expected to exceed \$12,500 per year.

(b) **Interest Rate:** The interest rate, which is a component of Base Rentals, shall not exceed six percent (6.00 %) per annum.

(c) **Redemption Provisions:** The prepayment provisions of the Lease, provided that the Lease shall be subject to prepayment not later than December 1, 2016, at a premium of not more than three percent (3%) of the principal component of Base Rentals prepaid.

(d) **Principal Amount:** The principal component of Base Rentals; provided that such principal amount shall not exceed \$9,500,000.

The determinations as to Base Rentals shall be evidenced by the Lease Certificate. The Lease Certificate shall be in substantially the form attached hereto as Appendix A.

Section 6. That the City Clerk or any Deputy City Clerk is hereby authorized and directed to attest all signatures and acts of any official of the City in connection with the matters authorized by this

Ordinance, and to place the seal of the City on the documents authorized and approved by this Ordinance. The Mayor and other officials of the City are hereby authorized to execute and deliver for and on behalf of the City any and all additional certificates, documents, and other papers and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized by this Ordinance. The appropriate officers of the City are authorized to execute on behalf of the City agreements concerning the deposit and investment of funds in connection with the transactions contemplated by this Ordinance.

Section 7. That no provision of this Ordinance, the Lease, the Series 2006 Certificates, or the Indenture shall be construed as creating or constituting a general obligation or other indebtedness of the City, nor a mandatory charge or requirement against the City in any ensuing budget year beyond the then current budget year. The City shall have no obligation to make any payment with respect to the Series 2006 Certificates except in connection with the payment of the Base Rentals (as defined in the Lease) and certain other payments under the Lease, which payments may be terminated by the City in accordance with the provisions of the Lease.

Section 8. That the estimated maximum schedule of Foundation Base Rentals (as defined in the Lease) that shall be payable during the Lease Term (as defined in the Lease) on May 15 and November 15 each year, beginning May 15, 2006 are set forth in the Appendix B attached hereto and incorporated herein, with the final schedule of Foundation Base Rentals to be set forth on the Lease Certificate.

The Council hereby determines and declares that Foundation Base Rentals do not exceed a reasonable amount so as to place Westminster under an economic compulsion to renew the Lease or to exercise its option to purchase the Property pursuant to the Lease.

Section 9. That the estimated maximum schedule of Broomfield Base Rentals that shall be payable during the Lease Term on May 15 and November 15 each year, beginning May 15, 2006 are set forth in the Appendix C attached hereto and incorporated herein, with the final schedule of Broomfield Base Rentals to be set forth on the Lease Certificate.

Section 10. That the estimated maximum schedule of Westminster Base Rentals that shall be payable during the Lease Term on May 15 and November 15 each year, beginning May 15, 2006 are set forth in the Appendix D attached hereto and incorporated herein, with the final schedule of Westminster Base Rentals to be set forth on the Lease Certificate.

The Council hereby determines and declares that Westminster Base Rentals do not exceed a reasonable amount so as to place Westminster under an economic compulsion to renew the Lease or to exercise its option to purchase the Property pursuant to the Lease.

Section 11. That the estimated maximum Purchase Option Price schedules of Broomfield and Westminster are set forth in the Appendix E attached hereto and incorporated herein, with the final Purchase Option Price schedules to be set forth on the Lease Certificate.

Section 12. That the Preliminary Official Statement has been and is hereby deemed final as of its date, except for the omission of the offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, delivery date, ratings, and certain other terms. The City hereby ratifies the Underwriter's use of the Preliminary Official Statement, and hereby authorizes the preparation of the final Official Statement, to be distributed in conjunction with the sale of the Certificates, including such modifications, changes, and supplements as are necessary or desirable for the purposes thereof. The Mayor, the City Manager and Finance Director are hereby authorized to execute the final Official Statement, with such modifications, changes, and supplements therein as they shall approve. The officers are further authorized to advise the Underwriter in writing regarding limitations on the use of such documents and any modifications, changes, and supplements thereto for purposes of marketing or reoffering the Series 2006 Certificates as the officers deem necessary or appropriate to protect the interests of the City.

Section 13. That the City covenants and agrees that it will take all actions that may be required of it (including, without implied limitation, the timely filing of a federal information return with respect to the Series 2006 Certificates) so that the portion of the Base Rentals which is designated in the Lease and paid by the City as interest on the Series 2006 Certificates will be and remain excluded from gross income

for federal income tax purposes, and will not take any actions which would adversely affect such exclusion.

Section 14. That the forms, terms, and provisions of the Lease and the Undertaking be and they are hereby approved and the City shall enter into the Lease, the Undertaking and such other documents to which it is a party in substantially the form of such documents as presented to the Council or authorized herein, with such changes therein as are not inconsistent herewith; and the Mayor and the officers and employees of the City are hereby authorized and directed to execute and deliver such documents, the City Clerk is hereby authorized and directed to affix the City's seal to, and to attest and countersign such documents and such other agreements as may be necessary or desirable to effectuate the provisions of this Ordinance and comply with the requirements of law.

Section 15. That the Council hereby determines that the person currently designated as City Representative, as defined and as further provided in the Lease, shall be the City Manager or Assistant City Manager. The City Representative may be changed by resolution hereafter adopted by the Council.

Section 16. That should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such determination shall not affect, impair, or invalidate the remaining provisions hereof, the intention being that the various provisions hereof are severable.

Section 17. That this Ordinance shall be in full force and effect immediately following its passage. This Ordinance, as adopted by the Council, shall be numbered and recorded in the official records of the City. Its adoption and publication shall be authenticated by the signature of the Mayor and the City Clerk and published in accordance with law.

Section 18. That in order to complete the financing and purchase of the Open Space Land in accordance with the Purchase and Sale Agreement, it is hereby declared that an emergency exists and that this Ordinance is immediately necessary for the preservation of the public peace, health, safety and welfare of the City. This Ordinance is hereby declared, pursuant to Section 8.14 of the Charter, to be exempt from referendum.

INTRODUCED, PASSED, ADOPTED AS AN EMERGENCY ORDINANCE AND FULL TEXT ORDERED PUBLISHED this 13th day of March, 2006.

APPENDIX A

(Form of Lease Certificate)

LEASE CERTIFICATE

The undersigned officials of the City and County of Broomfield, Colorado ("Broomfield") and the City of Westminster, Colorado ("Westminster"), in connection with the execution and delivery of an annually renewable Open Space Lease Purchase Agreement (with authorization for Certificates of Participation, Series 2006, in the aggregate principal amount not to exceed \$9,500,000, evidencing assignments of proportionate interests in rights to receive certain payments thereunder) among The Broomfield-Westminster Open Space Foundation, Inc., as lessor, and Broomfield and Westminster, as lessees (the "Lease") hereby certify as follows:

1. On March 21, 2006, the City Council of Broomfield adopted Ordinance No.1830, Amended (the "Broomfield Ordinance") authorizing the execution and delivery of the Lease. On March 13, 2006, the City Council of Westminster adopted Ordinance No._____ (the "Westminster Ordinance") authorizing the execution and delivery of the Lease.

2. The schedules of Foundation Base Rentals, Broomfield Base Rentals, Westminster Base Rental and Purchase Option Prices of Broomfield and Westminster are based on the principal amounts and interest rates of the Series 2006 Certificates and are attached hereto.

3. The Lease is subject to prepayment based on the redemption provisions of the Series 2006 Certificates as follows:

IN WITNESS WHEREOF, the City Council of the City and County of Broomfield Colorado, and the City Council of Westminster, Colorado have caused this Certificate to be signed by _____ of Broomfield and _____ of Westminster, this ___ day of April, 2006.

APPENDIX B

FOUNDATION

MAXIMUM BASE RENTAL SCHEDULE (ESTIMATED)

Year	Principal	Interest	Total
2006	470,000.00	522,500.00	992,500.00
2007	495,000.00	496,650.00	991,650.00
2008	525,000.00	469,425.00	994,425.00
2009	555,000.00	440,550.00	995,550.00
2010	580,000.00	410,025.00	990,025.00
2011	615,000.00	378,125.00	993,125.00
2012	650,000.00	344,300.00	994,300.00
2013	685,000.00	308,550.00	993,550.00
2014	720,000.00	270,875.00	990,875.00
2015	760,000.00	231,275.00	991,275.00
2016	805,000.00	189,475.00	994,475.00
2017	235,000.00	145,200.00	380,200.00
2018	250,000.00	132,275.00	382,275.00
2019	260,000.00	118,525.00	378,525.00
2020	275,000.00	104,225.00	379,225.00
2021	290,000.00	89,100.00	379,100.00
2022	305,000.00	73,150.00	378,150.00
2023	325,000.00	56,375.00	381,375.00
2024	340,000.00	38,500.00	378,500.00
2025	360,000.00	19,800.00	379,800.00
Total	9,500,000.00	4,838,900.00	14,338,900.00

APPENDIX C

**CITY AND COUNTY BROOMFIELD
MAXIMUM BASE RENTAL SCHEDULE (ESTIMATED)**

Year	Principal	Interest	Total
2006	130,000.00	249,700.00	379,700.00
2007	135,000.00	242,550.00	377,550.00
2008	145,000.00	235,125.00	380,125.00
2009	155,000.00	227,150.00	382,150.00
2010	160,000.00	218,625.00	378,625.00
2011	170,000.00	209,825.00	379,825.00
2012	180,000.00	200,475.00	380,475.00
2013	190,000.00	190,575.00	380,575.00
2014	200,000.00	180,125.00	380,125.00
2015	210,000.00	169,125.00	379,125.00
2016	225,000.00	157,575.00	382,575.00
2017	235,000.00	145,200.00	380,200.00
2018	250,000.00	132,275.00	382,275.00
2019	260,000.00	118,525.00	378,525.00
2020	275,000.00	104,225.00	379,225.00
2021	290,000.00	89,100.00	379,100.00
2022	305,000.00	73,150.00	378,150.00
2023	325,000.00	56,375.00	381,375.00
2024	340,000.00	38,500.00	378,500.00
2025	360,000.00	19,800.00	379,800.00
Total	4,540,000.00	3,058,000.00	7,598,000.00

APPENDIX D

**CITY OF WESTMINSTER
MAXIMUM BASE RENTAL SCHEDULE (ESTIMATED)**

Year	Principal	Interest	Total
2006	340,000.00	272,800.00	612,800.00
2007	360,000.00	254,100.00	614,100.00
2008	380,000.00	234,300.00	614,300.00
2009	400,000.00	213,400.00	613,400.00
2010	420,000.00	191,400.00	611,400.00
2011	445,000.00	168,300.00	613,300.00
2012	470,000.00	143,825.00	613,825.00
2013	495,000.00	117,975.00	612,975.00
2014	520,000.00	90,750.00	610,750.00
2015	550,000.00	62,150.00	612,150.00
2016	580,000.00	31,900.00	611,900.00
Total	4,960,000.00	1,780,900.00	6,740,900.00

APPENDIX E

**MAXIMUM PURCHASE OPTION PRICE SCHEDULE
(ESTIMATED)**

Prior to Dec 1	Broomfield	Westminster	Total
2006	4,540,000.00	4,960,000.00	9,500,000.00
2007	4,410,000.00	4,620,000.00	9,030,000.00
2008	4,275,000.00	4,260,000.00	8,535,000.00
2009	4,130,000.00	3,880,000.00	8,010,000.00
2010	3,975,000.00	3,480,000.00	7,455,000.00
2011	3,815,000.00	3,060,000.00	6,875,000.00
2012	3,645,000.00	2,615,000.00	6,260,000.00
2013	3,465,000.00	2,145,000.00	5,610,000.00
2014	3,275,000.00	1,650,000.00	4,925,000.00
2015	3,075,000.00	1,130,000.00	4,205,000.00
2016	2,865,000.00	580,000.00	3,445,000.00
2017	2,640,000.00		2,640,000.00
2018	2,405,000.00		2,405,000.00
2019	2,155,000.00		2,155,000.00
2020	1,895,000.00		1,895,000.00
2021	1,620,000.00		1,620,000.00
2022	1,330,000.00		1,330,000.00
2023	1,025,000.00		1,025,000.00
2024	700,000.00		700,000.00
2025	360,000.00		360,000.00