



WESTMINSTER
COLORADO

November 12, 2001
8:00 P.M.
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 5) and Citizen Presentations (item 12) are reserved for comments on items not contained on the printed agenda.

1. Swearing in of New Councillors
2. Selection of Mayor Pro Tem
3. Swearing in of Mayor Pro Tem
4. Presentations
None
5. Citizen Communication (5 minutes or less)
6. Report of City Officials
A. City Manager's Report
7. City Council Comments

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 citizen wishes to have an item discussed. Citizens then may request that the subject item be removed from the Consent Agenda for discussion separately.

8. Consent Agenda
A. Financial Report for September, 2001
B. ~~Bond & Disclosure Counsel Agreements for \$21.5 Million W& WW Utility Enterprise Refunding*~~
C. Purchase of Pickup Trucks for the Parks, Recreation and Libraries Department
D. Purchase of PVC Water Pipe for Public Works and Utilities Department
E. 2002 Community Development Block Grant projects
F. 73rd Avenue/Lowell Boulevard Redevelopment Project Agreement
G. Donation of Used Computer to Westminster Historical Society
H. License Agreement Renewal for the Westminster Sports Center
9. Appointments and Resignations
A. Resolution No. 66 re 2001/2002 Youth Advisory Panel Members
10. Public Hearings and Other New Business
A. ~~Councillor's Bill No. 8E refunding of 1992 General Obligation Water Bonds & 1994 Utility Revenue Bonds of the W& WW Utility Enterprise \$20,990,000*~~
B. Resolution No. re Contingency Transfer for Historical Marker CIP
C. Councillor's Bill No. 72 Revisions to Office of Emergency Management
11. Old Business and Passage of Ordinances on Second Reading
None
12. Citizen Presentations (longer than 5 minutes) and Miscellaneous Business
A. City Council
B. Request for Executive Session
13. Adjournment

* MOVED TO OTHER AGENDA



**WESTMINSTER
COLORADO**

**NOVEMBER 12, 2001
7:00 P.M.**

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.

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1. Pledge of Allegiance
2. Roll Call
3. Consideration of Minutes of Preceding Meetings
4. Presentations
 - A. Proclamation re Show Your Patriotism
5. Citizen Communication (5 minutes or Less in Length)
6. Report of City Officials
 - A. City Manager's Report
7. City Council Comments

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 citizen wishes to have an item discussed. Citizens then may request that the subject item be removed from the Consent Agenda for discussion separately.

8. Consent Agenda
 - A. CB No. 65 rezoning of the Maple Place property from R-1 to PUD (Hicks-Dixon.)
 - B. CB No. 66 annexing a portion of the Huron Street right-of-way (Hicks-Merkel)
 - C. CB No. 67 13 amendments to Comprehensive Land Use Plan (Atchison-Merkel)
 - D. CB No. 68 re 2001 Budget Supplemental Appropriations (Hicks-Dixon)
 - E. CB No. 69 re 2001 Local Law Enforcement Block Grant Funds (Atchison-Dixon)
 - F. CB No. 70 re Violation of Bail Bond Conditions (Kauffman-Merkel)
 - G. CB No. 71 re Municipal Court Judge Salary for 2002 (Merkel-Atchison)
 - H. Bond & Disclosure Counsel Agreements for \$21.5 Million W& WW Utility Enterprise Refunding
 9. Appointments and Resignations
 - A. Acceptance of Mayor Nancy Heil's resignation effective December 31st
 10. Public Hearings and Other New Business
 - A. Revised Employment Contract with J. Brent McFall, City Manager
 - B. Councillor's Bill No. 8E refunding of 1992 General Obligation Water Bonds & 1994 Utility Revenue Bonds of the W& WW Utility Enterprise \$20,990,000**
 11. Business and Passage of Ordinances on Second Reading

None
 12. Citizen Presentations (5 Minutes + in Length) & Miscellaneous Business
 - A. Robert Patlovany, 11328 Eaton Street re Traffic Calming
 - B. City Council
 - C. Request for Executive Session
 13. Adjournment
- ** Moved from "New Council Agenda"



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
November 12, 2001

SUBJECT: Procedure at Monday Night's Meeting re Newly Elected City Councillors

Prepared by: Michele Kelley, City Clerk

Summary Statement

The Westminster City Charter calls for the swearing-in of the newly elected City Council members at 8:00 P.M. on the Monday following the election. Municipal Court Judge John Stipech, and Associate Municipal Court Judge Paul Basso will be present at Monday's City Council meeting to administer the Oath of Office to the four newly elected City Council members. Subsequent to the Council members being sworn-in, the election of the Mayor Pro Tem is to take place.

Expenditure Required: \$ - 0 -
Source of Funds: N/A

Recommended City Council Action

The four newly elected Council members are to be sworn-in by Municipal Court Judge John Stipech and Associate Municipal Court Judge Paul Basso. Then, the newly seated Council is to elect the Mayor Pro Tem, who will then be sworn into office.

SUBJECT: Procedure at Monday Night's Meeting re Newly Elected City Councillors - Page 2

Policy Issue(s)

There are no policy issues related to this action

Alternative(s)

Since this action is required by City Charter, no alternative actions are allowed.

Background Information

Two separate agendas have been prepared for Monday night's Council meeting. The first agenda has been prepared for the "outgoing" City Council to consider certain items while the second agenda is for the "new" City Council. The second agenda starts with the Swearing-In Ceremony of the four newly elected City Councillors , Nancy McNally, Sam Dixion, Butch Hicks and Tim Kauffman, and the selection of the Mayor Pro Tem.

Municipal Court Judge John Stipech and Associate Municipal Court Judge Paul Basso will be present at Monday night's City Council meeting to swear-in the four newly elected City Council members. The swearing-in should take place at 8:00 P.M. in accordance with the City Charter provision.

After the swearing-in of the four City Councillors, the next order of business will be for the new City Council to take their seats and elect a Mayor Pro Tem. This is required to be administered by secret ballots without nominations. Municipal Court Judge John Stipech will also be available to swear-in the newly selected Mayor Pro Tem for a two year term. Then, the Mayor "chairs" the meeting for the "new" City Council using the prepared agenda.

A detailed description of the actions starting at 8:00 P.M. on Monday night for the newly elected City Council members is as follows:

PROCEDURES FOR "NEW" CITY COUNCIL MEETING

After the outgoing City Council has adjourned its meeting and the time is 8:00 P.M., the following sequence of events is to take place:

1. The Mayor will call the meeting for the "new" City Council to order.
2. The Mayor announces that the four newly elected members of City Council are to be given the Oath of Office and calls upon Municipal Court Judge John Stipech and Associate Municipal Court Judge Paul Basso to administer the Oath of Office to the new Councillors.
3. Upon completion of the swearing-in of the four newly elected members of City Council, the Mayor invites the newly sworn-in members of Council to take their seat at the Council table.
4. The Mayor states that the first order of business shall be the election of the Mayor Pro Tem. This is to be accomplished by secret ballot and without nomination. In case of a tie, the City Clerk will disclose the names of the tie contestants and another ballot shall be taken. Until one person has received a majority, successive ballots will be taken.
5. The City Clerk announces the selection of the Mayor Pro Tem.
6. The Mayor requests that the newly elected Mayor Pro Tem be sworn-in by one of the Judges present.
7. The newly sworn in Mayor Pro Tem will take their seat at the Council table and the Mayor presides over the remaining portion of the Council meeting for the newly seated City Council.

Respectfully submitted,

J. Brent McFall
City Manager

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE CITY COUNCIL MEETING
HELD ON MONDAY, NOVEMBER 12, 2001 AT 7:00 P.M.

PLEDGE OF ALLEGIANCE:

The joint Fire/Police Honor Guard presented the colors and led Council, Staff and the audience in the Pledge of Allegiance.

PRESENTATIONS:

Mayor Heil presented a certificate to Dan Montgomery, Police Chief, and Jim Cloud, Fire Chief, proclaiming the balance of the calendar year 2001 as "Show Your Patriotism" time period.

ROLL CALL:

Present at roll call were Mayor Heil, Mayor Pro Tem Dixon and Councillors Atchison, Hicks, Kauffman, Merkel, and Moss. Also present were J. Brent McFall, City Manager; Martin McCullough, City Attorney; and Michele Kelley, City Clerk. Absent none.

CONSIDERATION OF MINUTES:

A motion was made by Atchison and seconded by Kauffman to accept the minutes of the meeting of October 22, 2001 with no additions or corrections. The motion carried unanimously.

REPORT OF CITY OFFICIALS

J. Brent McFall, City Manager advised that two items, 8B and 10A, from the "New Council" agenda would be moved to this agenda, as current Council would like to handle these issues.

Councilor Hicks moved, seconded by Mayor Pro-Tem Dixon to change the current agenda to reflect the addition of Bond & Disclosure Counsel Agreements for \$21.5 million W&WW Utility Enterprise Refunding with Sherman & Howard for \$15,000 and Kutak Rock for \$14,000 and CB No. 8E re W&WW Refund Bonds. The motion carried unanimously.

CITY COUNCIL COMMENTS:

Councillor Moss informed Council, staff and citizens that his nephew who was recently in Denver visiting was called to Active duty.

Mayor Pro-Tem Dixon thanked the Color Guard for their presentation and told Councilor Merkel that she would miss her.

Councilor Merkel commented that it has been her pleasure to have served on Council and thanked Staff for their knowledge and caring. She also thanked her family for their patience and loving support.

CONSENT AGENDA:

The following items were considered as part of the Consent Agenda: CB No. 65 rezoning of the Maple Place Property from R-1 to PUD; CB No. 66 annexing a portion of the Huron Street right-of-way; CB No. 67 re 13 amendments to Comprehensive Land Use Plan; CB No. 68 re 2001 Budget Supplemental Appropriations; CB No. 69 re 2001 Local Law Enforcement Block Grant Funds; CB no. 70 re Violation of Bail Bond Conditions; CB No. 71 re Municipal Court Judge Salary for 2002; and Bond & Disclosure Counsel Agreements for \$21.5 Million W & WW Utility Enterprise Refunding with Sherman & Howard for \$15,000 and Kutak Rock for \$14,000. The Mayor asked if there was any member of Council or anyone from the audience who would like to have any of the consent agenda items removed for discussion purposes or separate vote. There was no request.

Councillor Merkel moved, seconded by Councillor Moss to approve the consent agenda items as presented. The motion carried unanimously.

ACCEPTANCE OF MAYOR NANCY HEIL'S RESIGNATION

Councillor Merkel moved, seconded by Mayor Pro-Tem Dixon to accept Mayor Nancy Heil's resignation effective December 31, 2001. The motion carried unanimously.

REVISED EMPLOYMENT AGREEMENT WITH J. BRENT MCFALL

Mayor Pro-Tem Dixon moved, seconded by Councillor Atchison to authorize the Mayor to execute a revised employment agreement with J. Brent McFall for his services as City Manager for 2002 and 2003 with an effective date of January 1, 2002. The motion carried unanimously.

COUNCILLOR'S BILL NO. 8E RE W&WW REFUNDING OF 1992 BONDS AND 1994 BONDS

Councillor Merkel moved, seconded by Councillor Moss to adopt Councillor's Bill No. 8E as an emergency ordinance, approving the sale of \$21,515,000 million Utility Revenue Refunding Bonds to refund the outstanding 1992 GO Water Bonds and the outstanding 1994 Utility Revenue Bonds, and direct the Mayor, Finance Director and City Clerk to sign necessary documents on behalf of the City. Upon roll call the vote, the motion carried unanimously.

CITIZEN COMMUNICATION

Robert Patlovany, 11328 Eaton Street, addressed Council on the speed bump on his street. He presented a book to Council in reference to the detriments of speed bumps.

ADJOURNMENT:

The meeting was adjourned at 7:45 P.M.

ATTEST:

Mayor

City Clerk

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE CITY COUNCIL MEETING
HELD ON MONDAY, NOVEMBER 12, 2001 AT 8:00 P.M.

SWEARING IN OF MAYOR AND NEW COUNCILLORS:

Mayor Heil called the meeting to order and introduced the newly elected Councillors Sam Dixon, Butch Hicks, Tim Kauffman, and Nancy McNally. The Mayor called upon Municipal Court Judge John Stipech to administer the Oath of Office to Sam Dixon, Tim Kauffman, and Nancy McNally; and Associate Municipal Court Judge Paul Basso to administer the Oath of Office to Butch Hicks.

SELECTION OF MAYOR PRO TEM:

Mayor Heil convened the Council meeting and stated that the election of Mayor Pro Tem would be by written ballot with no nominations. The first ballot showed a majority vote for Ed Moss. Mayor Pro Tem Moss was sworn into office by Municipal Court Judge John Stipech.

CITY COUNCIL COMMENTS:

Councillor Kauffman thanked his family for their support while he has served on Council.

REPORT OF CITY OFFICIALS:

J. Brent McFall, City Manager, stated that on behalf of Staff, we will support Council and congratulated the new Councilmembers and Mayor Pro-Tem.

CONSENT AGENDA:

The following items were considered as part of the Consent Agenda: Financial Report for September, 2001; Purchase of Pickup Trucks for the Parks, Recreations and Libraries Department from Daniels Chevrolet in the amount of \$53,637; Purchase of PVA Water Pipe for Public Works and Utilities Department from Dana Kepner Company in the amount of \$84,800; 2002 Community Development Block Grant Projects; Agreement related to 73rd Avenue/Lowell Blvd Redevelopment Project with Community Builders, Inc.; Donation of Used Computer to the Westminster Historical Society; and License Agreement Renewal for the Westminster Sports Center with Amaya Soccer/Sports Inc.

The Mayor asked if there was any member of Council or anyone from the audience who would like to have any of the consent agenda items removed for discussion purposes or separate vote. Mayor Pro-Tem Moss asked that item 8F, 73rd Avenue/Lowell Blvd Redevelopment Project Agreement be removed for separate discussion.

A motion was made by Moss and seconded by Dixon to adopt the remaining Consent Agenda items as presented. The motion carried unanimously.

73rd AVENUE/LOWELL BOULEVARD REDEVELOPMENT PROJECT AGREEMENT

Mayor Pro-Tem Moss moved, seconded by Hicks to approve the Pre-Development Agreement with Community Builders, Inc., with the following amendment under Financial Considerations, item 5, to read "The Developer agrees to consider contributing \$0.50 per square foot of residential living area to ~~Westminster Education Foundation~~ ADAMS COUNTY SCHOOL DISTRICT #50 PROJECTS." The motion carried unanimously.

RESOLUTION NO. 66 RE 2001/2002 YOUTH ADVISORY PANEL MEMBERS

Councillor Hicks moved, seconded by Councillor Dixon to adopt Resolution No. 66 appointing the following Youth Advisory Panel Members for the 2001/2002 term: Sophia Rutledge, Arvada High School; Danielle Kriger, Northglenn High School; Jessika Strickland, Northglenn High School; Carissa Huber, Pomona High School; Saprina Grant, Ranum High School; Sarah Ingle, Ranum High School; Katie Jandera, Ranum High School; Ong Moua, Ranum High School; Sarah Keel, Standley Lake High School; Felisa Anne Reed, Standley Lake High School; Allen Hiserodt, Westminster High School. Mayor Heil presented the Youth Advisory Panel Members with a proclamation. Upon roll call vote, the motion carried unanimously.

RESOLUTION NO. 65 RE CONTINGENCY TRANSFER FOR HISTORICAL MARKER CIP

Councillor Hicks moved, seconded by Councillor Dixon to adopt Resolution No. 65 transferring \$30,000 from the General Fund contingency account to the Historical Marker Capital Improvement Project account. Upon roll call vote, the motion carried unanimously.

COUNCILLOR'S BILL NO. 72 RE REVISIONS TO OFFICE OF EMERGENCY MANAGEMENT

Councillor Dixon moved, seconded by Atchison to pass Councillor's Bill No. 72 on first reading modifying and updating Title 1, Chapter 32 of the Westminster Municipal Code regarding the City's Emergency Management System. Upon roll call vote, the motion carried unanimously.

CITIZEN PRESENTATIONS

Gary Forman, 7500 E Dartmouth #1, Denver, CO 80231, addressed Council asking questions about the redevelopment project on Lowell Blvd between 72nd and 74th.

MISCELLANEOUS BUSINESS

Councillor Atchison moved, seconded by Councillor Dixon to move the 2nd meeting in December, scheduled for December 24 to December 17, due to December 24 being Christmas Eve. The motion carried unanimously.

ADJOURNMENT:

The meeting was adjourned at 8:30 P.M.

ATTEST:

Mayor

City Clerk



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
November 12, 2001

SUBJECT: Proclamation re Show Your Patriotism

Prepared By: Barbara Gadecki, Assistant to the City Manager

Summary Statement

- City Council is requested to proclaim the balance of calendar year 2001 as a Show Your Patriotism time period in the City of Westminster.
- The attached proclamation encourages residents and businesses alike to continue to show their pride in our great nation, the United States of America, and demonstrate a continued resolve in supporting the families and friends of those who perished in the September 11 tragedy; continued support and pride in the American soldiers on US soil and abroad who so bravely defend our freedom; and continued support and pride in the Fire and Police personnel who work to protect us daily by showing patriotism via our national flag and national colors.
- A joint Fire/Police Honor Guard Team will be present at the meeting to post the colors, lead the pledge of allegiance, and accept the proclamation.

Expenditure Required: \$ 0

Source of Funds: N/A

Recommended City Council Action

Council proclaim the balance of the calendar year 2001 as a Show Your Patriotism time period in the City of Westminster.

Prepared By: Barbara Gadecki, Assistant to the City Manager

Policy Issue(s)

Should the City Council adopt this proclamation for Show Your Patriotism for the balance of the calendar year 2001 in the City of Westminster?

Alternative(s)

There are no alternatives identified.

Background Information

On September 11, 2001, the terrorist attacks on the World Trade Towers in New York City, the Pentagon in Washington, DC, and the unknown target of the plane in Pennsylvania provided the nation a rude awakening to a new reality in the United States of America – that the US is no longer an impenetrable land. In the wake of this tragedy, there has been an international outpouring of support for the victims, their families and friends in the United States.

At the September 15th Budget Retreat, City Councillors voiced their desire to contribute to the relief efforts in New York City and directed Staff to bring back a contingency fund transfer for a contribution to the Westminster Firefighters' Burn Fund. The Westminster City Council expressed hope that its donation would reflect the City's tremendous sadness and sense of unfathomable loss resulting from the terrorist attacks of September 11, 2001. City Council hopes to provide some solace and comfort to the families of emergency personnel who bravely answered the call of duty and who tragically gave their lives while saving others. At the September 24th City Council meeting, the Council authorized \$7,500 be distributed to the New York City Fire relief fund and \$2,500 be donated to the Police relief fund to coincide with the proportionate losses in these Departments.

Over the past two months, the outpouring of support shown in the United States for the victims, their families and friends has been heart warming. Additionally, as US troops have stepped up security in the United States and engaged in a battle abroad against terrorism, national pride is being shown in varying ways. Finally, as additional steps are being taken with City, State, and Federal security, the City Council wishes to recognize the bravery and professionalism of Firefighters and Police Officers who protect our communities on a daily basis. City Council wishes to acknowledge and encourage continued support for all of these groups by designating the balance of the calendar year 2001 as Show Your Patriotism. By this proclamation, the City Council encourages all residents and businesses within the City of Westminster to show their patriotic pride by hanging US flags from their homes, businesses and vehicles and showing pride via the national colors in any manner safely possible.

A joint Fire/Police Honor Guard Team will be at the meeting to post the colors, lead the pledge of allegiance, and accept the proclamation.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

WHEREAS, The nation came under attack via terrorism on September 11, 2001, when three airplanes hit targets in New York City and Washington, DC and a fourth plane crashed in Pennsylvania; and

WHEREAS, Thousands of innocent people lost their lives that day, both those going to a regular day at the office and those Fire and Police personnel attempting to save lives; and

WHEREAS, The City of Westminster wishes to demonstrate its support and admiration of those individuals who died innocently; and

WHEREAS, Thousands of military personnel across this great nation have been called to duty to defend our national freedoms; and

WHEREAS, The City of Westminster wishes to recognize the bravery and professionalism of Firefighters and Police Officers who protect our communities on a daily basis; and

WHEREAS, It is fitting that official recognition be given to the essential role that freedom plays in our daily lives and the pride we hold in those protecting our freedom.

NOW THEREFORE, I, Nancy M. Heil, Mayor of the City of Westminster, on behalf of the entire City Council and Staff, do hereby proclaim the balance of the calendar year 2001 as

SHOW YOUR PATRIOTISM

in the City of Westminster, and encourage all citizens to support the victims' families and friends, US troops, Fire and Police personnel by showing their patriotism by hanging flags from your homes, businesses, and vehicles and showing patriotism via the national colors in any manner safely possible.

Signed this 12th day of November, 2001.

Nancy M. Heil, Mayor



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
November 12, 2001

SUBJECT: Financial Report (Revised Format) for September 2001

Prepared By: Mary Ann Parrot, Finance Director

Summary Statement

Staff has revised the monthly financial statement, based on information from the financial management system recently implemented, the historical revenue flows kept by the City Manager's office, and several comments made regarding the "information value" of the reports. Staff is still working with the conversion of the data to the new Financial Management System; therefore, some anomalies still exist with the comparative data contained in this report. These anomalies will be worked out in future reports.

Key features of the reports are as follows:

- Revenues and Expenditures are on one page, thus enabling the viewer to see the "bottom line" financial status of key funds "at a glance."
- A Pro-rated Budget column has been added to reflect the seasonal flows found in many revenue streams; expenditures are pro-rated at 75% of budget, reflecting 9 months of 12 months of the fiscal year.
- The Over(Under) Budget calculations are a reflection of what the actual revenues/expenditures are compared to the Pro-rated (Seasonal) Budgets, thus providing more of a reflection of actual flows in the funds, based on seasonal fluctuations and more reality.
- The comparison of Month-to-Date and Year-to-Date has been deleted, due to the complexity of drawing this information out of two financial systems – the old HP-based system used through August 31, and the new JDEdwards-based system used starting September 1. Staff will re-introduce these comparisons for the year 2002, when information is readily available. In the meantime, some of these comparisons can be made by looking at "Pro-rated Budget" column described above.

Expenditure Required: None required

Source of Funds: None required

Recommended City Council Action: Accept the Report as presented. The City Charter requires the City Manager to report on the financial position of the City on a quarterly basis. This report is presented, per past practice, on a monthly basis.

SUBJECT: Financial Report (Revised Format) for September 2001 – Page 2

Policy Issue(s)

A monthly review of the City's financial position is the standard City Council practice.

Alternative(s)

Conduct a quarterly review. This is not recommended, as the City's revenues and diversification are complex and large and warrant a monthly review by the City Council.

Background Information

This section is broken down into a discussion of highlights of each fund presented.

For revenues, a positive indicator is a pro-rated budget percentage at or above 100%. For expenditures, a positive indicator is a pro-rated budget percentage that is below 100%.

General Fund

This fund reflects the results of the City's operating departments: Police, Fire, Public Works (Streets, etc.), Parks Recreation and Libraries, Community Development, and the internal service functions such as City Manager, City Attorney, Finance, General Services and Information Technology.

At the end of September, the General Fund is in a positive position regarding both revenues and expenditures:

- Over pro-rated budget in revenues by \$922,735 (102.3% of pro-rated budget)
- Under pro-rated budget in expenditures by \$5.4 million (89.8% of pro-rated budget)

Water and Wastewater Funds

This fund reflects the operating results of the City's water and wastewater system. It is important to note that net operating revenues are used to fund capital expenses. At the end of September, the Water/Wastewater/Storm Drainage Funds are in a positive position.

- Over pro-rated budgeted revenues by a combined \$5.3million
 - Water revenues over pro-rated budget \$4.1 million (118.5% of pro-rated budget).
 - Wastewater revenues over pro-rated budget by \$1.0 million (112.2% of budget)
 - Storm Drainage over pro-rated budget by \$200,000
- Under pro-rated budget in expenditures by a combined \$6.4 million
 - Water under pro-rated budget by \$4.5 million (72.3% of pro-rated budget)
 - Wastewater under pro-rated budget by \$1.9 million (68.9% of pro-rated budget)
 - Storm Drainage under pro-rated budget by \$13,400 (46.4% of pro-rated budget)

Sales and Use Tax Funds (Sales Tax Fund and Open Space Fund)

These funds are the repositories for the 3.25% City Sales & Use Tax for the City. The Sales Tax Fund provides monies for the General Fund, the Capital Projects Fund and the Debt Service Fund. The Open Space Funds are pledged to meet debt service on the POST bonds and to buy open space and make park improvements on a pay-as-you-go basis. At the end of September, this fund was also in a positive position.

- Sales Tax Fund - Over pro-rated budget in revenues by \$2.1 million (105.4% of pro-rated budget)
- Sales Tax Fund - Exactly even with pro-rated expenditures of \$40.4 million, per the transfers of funds on a month-by-month basis into the three funds as described.

SUBJECT: Financial Report (Revised Format) for September 2001 – Page 3

- A note is due here regarding the Over(Under) Budget, because it is not intuitive – the pro-rated budget expectation is for a negative \$363 thousand net income, yet year to date, the figures show a positive \$1.8million actual net income. The spread is therefore \$2.1million.
- Open Space Tax Fund – Over pro-rated budget in revenues by \$399,799 (106.9% of pro-rated budget)
- Open Space Tax Fund – Under pro-rated budget in expenditures by \$1.6 million (69.5% of pro-rated budget)

Golf Course Funds (Legacy and Heritage)

These funds reflect the operations of the City's two municipal golf courses. The courses continue to experience lower than anticipated revenues. Staff predicts a positive year-end for Legacy, but City Council will need to consider how to handle a potential deficit at Heritage, which deficit will not be as large as originally estimated.

- Legacy - Under pro-rated budget in revenues by \$104,656 (93.5% of pro-rated budget)
- Legacy - Under pro-rated budget in expenses by \$198,625 (84.1% of pro-rated budget)
- Heritage -Under pro-rated budget in revenues by \$221,073 (84.5% of pro-rated budget)
- Heritage – Under pro-rated budget in expenditures by \$101,863 (91.5% of pro-rated budget)

Staff will attend the November 12 City Council meeting to answer questions.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment(s)



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
November 12, 2001

SUBJECT: Bond and Disclosure Counsel Agreements for Proposed \$21.5 Million Water and Wastewater Utility Enterprise Refunding Bonds, Series 2001

Prepared By: Martin McCullough, City Attorney

Summary Statement: City Council is requested to authorize fee agreements for bond counsel and disclosure counsel in connection with the proposed issuance by the City of \$21.5 Million Water and Wastewater Utility Enterprise Revenue Refunding Bonds as follows: the lesser of \$15,000, or the actual hours spent in completing the transaction, plus expenses not to exceed \$1,750, for Sherman & Howard for bond and special counsel services to the City; and \$14,000, plus expenses not to exceed \$250, for Kutak Rock for disclosure counsel services to the City.

Expenditure Required: **\$29,000, plus expenses not to exceed \$2,000**

Source of Funds: Proceeds of \$21.5 Million Water and Wastewater Utility Enterprise Refunding Bonds, Series 2001

Recommended City Council Action: Authorize the City Manager to execute fee agreements with Sherman & Howard for bond and special counsel services at a fee of \$15,000 or the actual hours spent, whichever is less, and with Kutak Rock for disclosure counsel services at a fee of \$14,000, with said fees and costs to be paid for out of the proceeds of the proposed financing.

Policy Issue: Whether to retain Sherman & Howard and Kutak Rock for bond and disclosure counsel services on behalf of the City in connection with the upcoming issuance of the City's \$21.5 Million Water and Wastewater Utility Enterprise Revenue Refunding Bonds.

Alternative: Do not retain bond and disclosure counsel for this financing, or retain other bond and disclosure counsel for this financing.

Background Information: All special counsel agreements are subject to approval by the City Council, in accordance with City Charter requirements. Sherman & Howard has acted on several past financings as Bond and Special Counsel for the City, including the last COP issue for the City's capital facilities financing. Kutak Rock has also acted on several past financings as Disclosure Counsel for the City; fees have ranged from \$10,000 to \$17,000, dependent on the size and complexity of the issue. The proposed fees are considered within the range of fees experienced for similar City financings in the past, and will be included as part of the issuance costs for this debt refinancing.

The final proposed form of this financing will be presented to Council at a City Council meeting in the near future. As with all public, tax-exempt financings, this financing will require an opinion from a nationally-recognized law firm regarding certain tax-related matters. Mr. Dee Wisor of Sherman & Howard has served as the City's bond counsel on numerous other issues and is thoroughly familiar with the City's charter, ordinances and outstanding bond covenants. His normal hourly rate is \$285, but Mr. Wisor has agreed to discount his rate for this transaction to \$240 per hour.

If Council approves of Kutak Rock, the disclosure document, or Official Statement, will be drafted by Mr. Tom Peltz of this firm. This firm has also acted in this capacity on numerous other bond issues, and is familiar with the City's financial position, charter, ordinances and outstanding bond covenants.

Staff is recommending retaining both firms for this financing. An alternative includes retaining other attorneys. This is not recommended, as the fees quoted by the recommended firms are reasonable, in line with past financings, at or below the fees that are being charged by other firms for such services, and their familiarity with the City and its legal documents is significant. The City will realize significant efficiencies by retaining these firms.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
November 12, 2001

SUBJECT: Purchase of Pickup Trucks for the Parks, Recreation and Libraries Department

Prepared By: Richard Dahl, Park Services Manager
Carl F. Pickett, Purchasing Specialist

Summary Statement

- Move forward with the purchase of three ¾-ton pickups released from phased spending.
- These vehicles will be used for Park Services operations.
- In September 2001, the Multiple Assembly of Procurement Officials (MAPO) put out light-duty cars and trucks for formal bid.
- The low bid for GM or Chevrolet trucks in the ¾-ton range with MAPO bid was received from Daniels Chevrolet.
- These new trucks were previously approved in the 2001 budget by City Council.

Expenditure Required: \$ 53,637

Source of Funds: General Fund, Parks Recreation and Libraries budget

Recommended City Council Action

Award the bid for three Chevrolet ¾-ton trucks to the low bidder, Daniels Chevrolet.

Policy Issue(s)

Whether to accept the Multiple Assembly of Procurement Officials bid for these vehicles.

Alternative(s)

Direct staff to reject the Multiple Assembly of Procurement Officials bid for vehicles and rebid, or not purchase these trucks in 2001.

Background Information

As part of the 2001 budget, City Council approved the purchase of three new trucks for City Staff. These units were placed on phased spending, third quarter, and will be used for operations in open space, right-of-way, and park maintenance.

The Multiple Assembly of Procurement Officials (MAPO) received bids this year for light duty cars and trucks from 17 area dealers. The low bid for a GM or Chevrolet ¾-ton light duty truck, from Daniels Chevrolet, Inc. meets all specifications and requirements set by the City. The cost of the three vehicles, \$53,637, is within the amount previously approved by City Council for this expense.

GM or Chevrolet trucks are the preferred vehicles for work trucks to provide the City a vehicle that complies with fleet standardization policies. Standardization of vehicle manufacturers provides the economic benefits of:

- (1) part interchangeability;
- (2) testing equipment standardization for the diagnosis of drivability problems; and
- (3) specialization of technician training.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
November 12, 2001

SUBJECT: Purchase of PVC Water Pipe for Public Works and Utilities Department

Prepared By: Richard A. Clark, Utility Operations Manager
Carl F. Pickett, Purchasing Specialist

Summary Statement

- In September 2001, the City's Purchasing Specialist sent out formal bid proposals for PVC pipe.
- The low bid received on time was from Dana Kepner Company.
- This PVC pipe purchase was previously approved by City Council as part of the 2001 budget.

Expenditure Required: \$ 84,800

Source of Funds: 2001 Utility Fund, Public Works and Utilities Department operating budget.

Recommended City Council Action

Award the bid for PVC pipe to the low qualified bidder, Dana Kepner Company in the amount of \$84,800.

SUBJECT: Purchase of PVC Water Pipe for Public Works and Utilities Department – Page 2

Policy Issue(s)

To follow standard bidding procedures and accept the low qualified bid from Dana Kepner Company.

Alternative(s)

Direct staff to reject the bid and not purchase PVC pipe for the year 2001.

Background Information

The purchase of this pipe will be utilized by the in-house utility water line replacement program, which will be replacing cast and ductile iron pipe throughout the City. The City's in-house Utility Construction Crew performs this activity. The program was established in order to reduce the frequency and number of pipe failures customers experience in the City's water distribution system. The Utility Construction Crew replaces approximately four miles of deteriorated ductile and cast iron pipe per year with PVC pipe that can be placed in hot, corrosive soils without any deterioration concerns.

Fifty-five different vendors were notified of this bid via the City's on line bidding procedures. Seven of those downloaded the bid package. They were:

Communications Products and Services Inc.
Dana Kepner Company, Inc.
Grainger (Denver)
Temple, Inc.
Mountain States Pipe & Supply
Osburn Associates Inc.
West Hazmat

Of these vendors, three submitted bids, Dana Kepner, Osburn Associates and Communication Products, and only one, from Dan Kepner, was received before the advertised bid deadline. The proposal from Dana Kepner Company Inc. meets all specifications and requirements set by the City and is a good bid. The cost of the PVC pipe, \$84,800, is within the amount previously approved by City Council for this expense. The items to be purchased are:

20,000 feet of 8" class 200 w/gasketed bell end at \$4.12 per ft

1,000 feet of 6" class 200 w/gasketed bell end at \$2.40 per ft.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
November 12, 2001

SUBJECT: 2002 Community Development Block Grant Projects

Prepared By: Robin Byrnes, Community Development Programs Coordinator

Summary Statement

- The City of Westminster receives an annual allocation of Community Development Block Grant funds (CDBG) from the United States Department of Housing and Urban Development (HUD).
- The City will receive approximately \$690,000 in 2002.
- The City is required by HUD to submit an action plan that outlines its proposed uses for the funding.
- The action plan is due to HUD on January 15th of each year in order for the City to receive its allocation at the start of the CDBG program year, which is March 1st.
- The CDBG funds are intended to be used for projects and programs that primarily benefit the City's low to moderate-income populations and address blight conditions.
- Eligible project activities may include economic development/redevelopment, public facility and infrastructure improvements, and affordable housing activities.
- Staff requests that Council approve the following projects for the expenditure of 2002 CDBG funds.

➤ **The following are the proposed 2002 CDBG projects:**

2002 CDBG Program Administration	\$130,000
73 rd Avenue between Bradburn and Lowell Blvd. Street Reconstruction	\$150,000
73 rd Avenue and Lowell Blvd. Redevelopment Project	\$210,000
Senior Center Carpet Replacement	\$35,000
72 nd Avenue to 80 th Avenue Lowell Blvd. Streetscape Enhancement (Design)	\$110,000
Westminster Grange Architectural Analysis	\$25,000
73 rd to 80 th on Bradburn Blvd. Streetscape (Design)	\$30,000
TOTAL 2002 CDBG ALLOCATION TO PROJECTS	\$690,000

Expenditure Required: \$ 0

Source of Funds: Funds will not be spent at this time

Recommended City Council Action

Approve the 2002 CDBG projects as proposed.

Policy Issue(s)

Council will need to decide the most appropriate use of the CDBG funds while complying with HUD regulatory criteria. Failure to spend the money in a timely manner can result in HUD reducing the City's allocation of CDBG funds in subsequent years.

Alternative(s)

Council can alter the projects and the funding allocations. However, Staff recommends the proposed list of 2002 CDBG projects be approved, given they address south Westminster revitalization efforts and the redevelopment of the Lowell Blvd./73rd Avenue area.

Background Information

The proposed 2002 CDBG budget and projects were developed from input provided by Westminster residents, City Staff, and independent organizations operating in the City. Public notices and citizen comment periods were also used to solicit community input on the development of the 2002 CDBG action plan. The following is a summary of each proposed project.

2002 CDBG Program Administration \$130,000

The program administration funds would cover the salaries of the Community Development Programs Coordinator, Robin Byrnes and one Secretary. HUD allows grantees to utilize up to 20% of the CDBG funding for administration and planning expenses. HUD has requested that the City increase the administration/planning budget to build program and compliance capacity. Administrative costs associated with the administration of the CDBG program would be funded to include: professional/consultant fees, meeting expenses, professional training, supplies/materials, studies, environmental reviews, etc. Staff is requesting an increase of \$11,900 over the 2001 CDBG administrative allocation to meet the rising administrative duties resulting from HUD oversight and added administrative tasks. The program currently must adhere to the following reporting requirements: submission of the 5 year Consolidated Plan, annual action and performance reports, citizen participation activities and community meetings, development of an Impediments to Fair Housing Plan, minority business contract reports, monitoring plan, environmental reviews, compliance within the Davis bacon wage act, Lead Based Paint, national objective and eligibility review, and contracting and procurement regulatory procedures.

73rd Avenue between Bradburn and Lowell Blvd. Street Reconstruction \$150,000

The project will provide final construction funding for Phase II of the street reconstruction and beautification of 73rd Avenue from Lowell Boulevard to Bradburn Boulevard. City Council awarded 2001 CDBG funding for Phase I and partially funded Phase II construction. The project would assist in the preservation and restoration of the historic area in south Westminster. Project activities will include street reconstruction, new sidewalks, landscaping and decorative street lighting.

72nd Avenue to 80th Avenue Lowell Blvd. Streetscape Enhancement (Design) \$110,000

The project will provide funding for the design and construction documents for infrastructure improvements from 72nd to 80th Avenue along Lowell Blvd. This project will complement the 73rd Avenue and Lowell Blvd. redevelopment project and the Lowell Blvd. bicycle trail, which will be funded with Federal TEA-21 money beginning in 2003.

73rd Avenue and Lowell Blvd. Redevelopment Project

\$210,000

The project will provide funding for the construction of sidewalks, streets, landscaping, plaza construction and general infrastructure improvements in the 73rd Avenue and Lowell Blvd. redevelopment area. The project funding will be used to leverage private developer funding for the redevelopment along Lowell Blvd. from 72nd to 75th Avenue, which was recently approved by City Council. The funds will also be used to assist the developer in offsetting the costs associated with developing the Aspen Care site.

Senior Center Carpet Replacement

\$35,000

The project will provide funding to replace deteriorated carpet at the Westminster Community Senior Center, located at 3295 West 72nd Avenue.

Westminster Grange Restoration Architectural Design of Improvements

\$25,000

The project will provide funding to undertake an architectural analysis of the Westminster Grange, a historic building, located on 73rd Avenue between Bradburn and Lowell Blvd. The architectural analysis will provide the City with information related to the possible restoration and use of the Grange building by the community.

73rd to 80th on Bradburn Blvd. Streetscape Enhancements (Design)

\$30,000

The project will provide funding for the design of streetscape enhancements along Bradburn Blvd. between 73rd Avenue and 80th Avenue. The design will include street and sidewalk improvements and decorative lighting along Bradburn Blvd. This project is a continuation of revitalization work being done in this area.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
November 12, 2001

SUBJECT: Agreement Related to 73rd Avenue/Lowell Boulevard Redevelopment Project

Prepared By: Tony Chacon, South Westminster Revitalization Projects Coordinator

Summary Statement

Community Builders, Inc., the selected developer for the 73rd Avenue/Lowell Boulevard Redevelopment Area, met with City Staff to prepare a pre-development agreement for City Council and Westminster Economic Development Authority (WEDA) Board consideration and approval. The agreement as presented outlines the general development parameters and applicable considerations relative to proceeding with the project. Significant elements of the agreement include the following:

- The developer would assume the primary responsibility for negotiating acquisition of the needed properties, and further shall provide the funds to acquire the property;
- WEDA would be required to consider condemnation in the event the developer is unable to negotiate acquisition of land that is identified as necessary and essential to developing the project;
- The developer would assume the responsibility of any clean-up related to the known petroleum contamination;
- The developer agrees to incorporate redevelopment of the Aspen Care Nursing Home property as part of the project;
- The developer would proceed with the preparation of development plans at his cost, and shall evaluate, and present to WEDA, the feasibility of preserving all or some of the existing buildings between 72nd and 73rd Avenues along Lowell Boulevard;
- The developer agrees to work with City Staff to incorporate an affordable housing element into the project;
- The City agrees to consider reductions and/or waivers of development related fees and taxes, not including water and sewer tap fees; and,
- The City agrees to provide water taps to service the project as needed at the developers cost.

Upon approval of this agreement, the developer intends to immediately initiate negotiations with property owners related to the land acquisition, and proceed with site development plans in accordance with standard City submittal requirements.

Expenditure Required: None at this time
Source of Funds: N/A

Recommended City Council Action

Approve the Pre-Development Agreement with Community Builders, Inc. as presented.

Prepared By: Tony Chacon, South Westminster Revitalization Projects Coordinator

Policy Issue(s)

The agreement, upon approval of City Council and the WEDA Board, establishes a “good faith” partnership whereby the developer agrees to incur substantial cost associated with the preparation of development plans, who in return expects consideration of condemnation as necessary to assemble the redevelopment Site. As such is the City Council and WEDA Board sufficiently comfortable with proceeding with the project and approving the agreement as presented?

Alternative(s)

1. Council and the WEDA Board could choose to not approve the agreement and refrain from pursuing redevelopment of the area at this time. Staff recommends that this alternative not be pursued as momentum and the prospective developer may be lost.
2. Council and the WEDA Board could choose to offer amendments to the agreement and direct Staff to renegotiate as applicable. Staff feels that such a request could slow-down the process and could lead to lost opportunity as many property owners are ready to negotiate a sale immediately.

Background Information

In May 2001, the Westminster Economic Development Authority (WEDA) Board authorized Staff to release a “request for proposals” (RFP) for three redevelopment areas within south Westminster, one of those areas being the 73rd Avenue / Lowell Boulevard area. WEDA received two proposals for redevelopment of this area. Upon review and analysis of the two proposals, Staff recommended that a proposal submitted by Community Builders, Inc. be selected for further consideration. Accordingly, the WEDA Board authorized Staff to proceed with the preparation of a pre-development agreement for formal WEDA and City Council consideration.

The Community Builders proposal as originally presented calls for the development of about 25,000 square feet of new neighborhood-scale commercial space, 48 condominium units above the commercial space, and 63 townhouse units. The redevelopment area includes property along Lowell Boulevard, a small section of 73rd Avenue, and Meade Street between 72nd and 73rd Avenue, where several of the property owners have expressed an interest in selling their property. The proposal further anticipates the demolition of all or a portion of the existing strand of commercial buildings, known as the Harris Park shops, to accommodate a new commercial/condo structure. The mix of residences includes condos that would range in size from 660 square feet to 800 square feet or more and would sell at a price of \$99,000 to \$130,000. Townhouses would range in size from 1,000 to 1,600 square feet in size and would sell in the range of \$150,000 to just over \$200,000. Commercial square footage would average a lease rate of about \$12.00 per square foot initially.

City staff met with the developer to prepare an agreement (attached) that provides formal authorization from the WEDA Board for the developer to proceed with development plans for the project. As part of the negotiation, the developer has agreed to expand the scope of the proposal to include two additional properties, those being the Pawn One property and the abandoned Aspen Care Nursing Home facility at the southeast corner of 75th Avenue and Lowell Boulevard.

Given the length of time this project has been in the works, and the significant amount of media publicity, residents, property owners, and businesses have been anxious to receive details of the redevelopment effort. On October 25, 2001 City staff hosted a South Westminster meeting to brief participants on the status of the project. At that meeting Staff advised the group that negotiations related to land acquisition and formal development plans would begin following approval of the pre-development agreement. The potentially affected tenants, businesses, and property owners are anxious to move into the acquisition and planning phase so as to better understand their ultimate situations and make plans accordingly.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment(s)

A TRI-PARTY PRE-DEVELOPMENT AGREEMENT
Between

The City of Westminster
The Westminster Economic Development Authority, and
Community Builders, Inc.

Related to the

**73RD AVENUE / LOWELL BOULEVARD AREA
REDEVELOPMENT PROJECT**

This Agreement is made and entered into this _____ day of _____, 2001, by and between the CITY OF WESTMINSTER (City), the WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY (WEDA), and COMMUNITY BUILDERS, INC. (Developer).

WHEREAS, the City has indicated its desire to improve and redevelop the area in the immediate vicinity of Lowell Boulevard and 73rd Avenue, including the property known as the Aspen Care Nursing Home property, and has authorized WEDA to solicit improvement and redevelopment proposals; and,

WHEREAS, WEDA issued a request for proposals (RFP) related to the redevelopment of the area referred to as 73rd Avenue/Lowell Boulevard (Site); and,

WHEREAS, the Developer submitted a proposal to redevelop the Site in accordance with the procedures outlined in the RFP; and,

WHEREAS, the proposal submitted by the Developer was selected by WEDA for further consideration; and,

WHEREAS, the Developer is required to prepare redevelopment plans in accordance with standard development review procedures established by the Westminster City Council; and,

WHEREAS, WEDA and the Developer wish to set forth the terms upon which the Developer shall proceed in preparing required plan submittals and financial considerations.

NOW, THEREFORE, in consideration of the above premises, covenants, promises, and agreements set forth below, and for other good and valuable consideration, the receipt and adequacy of which, are hereby acknowledged, the parties agree as follows:

Land Acquisition

1. The Developer shall make good faith efforts to negotiate acquisition of property to be included in the initial plan submittal. Such negotiations shall occur for a period of no less than 60 days following approval of this Agreement.
2. In the event one or more of the property owners chooses not to negotiate a sale of property essential to maintaining the design and financial integrity of the project by the time the Developer has submitted its concept plan for a particular project phase to the City, WEDA will consider whether to adopt a resolution of intent to condemn the needed property(s).
3. The Developer shall consult with WEDA regarding the final sales price for each property prior to entering into final contractual agreement with each of the property owners. WEDA and the Developer shall collectively determine the final purchase offer.
4. The Developer agrees to contribute at least \$3,375,000 towards purchasing land based upon land acquisition estimates and proposed development levels referenced in the WEDA-selected

development proposal. The Developer's contribution to land acquisition may be adjusted upwards or downwards depending on the allowable density and land use finalized during the plan development and review process. The Developer will make payment for such acquisitions directly to the property owner upon an agreed to closing. WEDA shall not be responsible for providing cash with which to purchase property.

Environmental Remediation and Demolition

1. The Developer agrees to assume responsibility for all environmental remediation and structural demolition.
2. The City agrees to cooperate and assist the Developer in securing applicable tax credits for environmental remediation and the maximum amount of available reimbursement from the State of Colorado Underground Tank Storage Clean-Up Program and other remedial programs.
3. The Developer agrees to work with WEDA to phase demolition of structures where necessary, so as to minimize the impact on existing residents and businesses.
4. The City will make the City's Brownfield Contamination Clean-up loan fund available to WEDA and the Developer, as necessary and applicable pursuant to U.S. Environmental Protection Agency regulations.

Plan Preparation and Land Use Considerations

1. The Developer agrees to proceed with the preparation of plans necessary to fulfill the submittal requirements of the City of Westminster relative to a Comprehensive Land Use Plan Amendment, a Preliminary Development Plan, and/or an Official Development Plan. The Developer may give consideration to separating the proposed development into a number of phases for the purposes of preparing and submitting development plans.
2. The Developer shall evaluate the physical and financial feasibility of retaining all or a portion of the existing structures along the west side of Lowell Boulevard between the Pawn One pawnshop and the Vehicle Service Center properties, particularly that property owned by Mary Nielson located at 7267 Lowell Boulevard. The Developer shall prepare and present conceptual alternatives to the LOEDA Board prior to proceeding with final development plans for this section of the project.
3. The Developer agrees to evaluate alternatives for redeveloping the Aspen Care Nursing Home and possible neighboring sites as part of the project.
4. The Developer shall be permitted to consider including the Pawn One property (7225 Lowell Boulevard) and the adjacent City-owned parking lot north of the pawnshop into the redevelopment plans.
5. The Developer agrees to proceed with and assume all costs relative to the preparation of initial conceptual site and architectural plans, in association with submittal of necessary Comprehensive Land Use Plan amendments, Preliminary Development Plans, and Official Development Plans, upon approval of this Agreement. In conjunction with completion of the concept plans, the Developer shall have identified property(s) requiring WEDA assistance relative to acquisition and the Developer and WEDA will consider whether condemnation may be required.
6. Upon receipt of the Concept Plan, WEDA shall evaluate whether it wishes to proceed with the project. If WEDA wishes to proceed, the City and WEDA will pursue the following actions:
 - a. The City shall give the developer direction relative to preparation of the final submittal plans.

- b. If the Developer has not been successful in securing control or ownership of a phase of the Site, WEDA shall authorize preparation of a resolution for WEDA consideration formally notifying the property owner(s) of WEDA's intent to acquire the property, by condemnation if necessary.
 - c. If WEDA wishes to proceed with the project, the Developer will continue to incur substantial costs to prepare submittals for development approvals. Development costs incurred by the Developer, after WEDA decides in a public meeting that it wishes to proceed with the project, will continue to be the sole responsibility of the Developer. In the event the Developer has been unable to secure control or ownership of the Site and WEDA refuses to initiate condemnation proceedings or abandons the condemnation effort after it has been initiated, WEDA shall reimburse to the Developer its reasonable costs incurred during the planning process.
7. In the event the Developer terminates the project as a result of its own choice or action, WEDA and the City shall not be required to reimburse the Developer for any costs incurred up to such date.
8. The Developer shall adhere to a plan processing and review timeline as determined by the Planning Division and/or the project planner. The City agrees to work with WEDA and the Developer to accelerate the process whenever applicable and reasonable.
9. The City agrees that the Traditional Neighborhood Development Guidelines shall apply to the redevelopment project whenever applicable, and the Developer agrees to adhere to the guidelines to the greatest extent possible.
10. The City shall provide a reasonable level of flexibility in applying design guidelines. Such flexibility shall take into consideration issues relative to financial viability, improvement over existing conditions, the socio/economic character of the surrounding neighborhood, and constraints relative to development of an infill site.

Affordable Housing

1. The Developer agrees to incorporate affordable housing units into the project, and shall work with the City to identify the type and amount of housing to be provided.
2. The Developer agrees to pursue a partnership with a qualified non-profit(s) to provide homebuyer counseling and down-payment assistance to prospective lower-income homebuyers.

Off-site Public Improvements

1. The Developer agrees to identify, design and incorporate off-site improvements into the planning and design process.
2. The Developer, the City and WEDA agree to negotiate funding and responsibilities relative to off-site public improvements as part of a final development agreement.
3. The Developer shall be responsible for scheduling and constructing agreed to improvements in conjunction with site improvements as applicable.

Financial Considerations

1. The City agrees to defer the payment of all planning and engineering fees until such time as all parties agree to a final Development and Disposition Agreement (DDA).

2. Staff will explore the use of development-related fees and use tax relative to offsetting costs associated with land acquisition and associated public improvements. Such fees and use tax may include, but are not limited to, the following:
 - a. Planning and engineering processing fees;
 - b. Building permit fees related to demolition and construction activity;
 - c. Use tax as it relates to the cost of construction, including tenant finish and initial installation of business fixtures;
 - d. Park Development Fee;
 - e. The open space portion of the sales and use tax shall not be reduced or waived.
3. The Developer may choose to pay a fee in lieu of the City's land dedication requirement, and such fee may be considered for use in conjunction with acquisition of land in the immediate neighborhood for park purposes.
4. The City and WEDA agree to consider and negotiate incorporation of the following sources of funding into a comprehensive financial assistance package.
 - a. Community Development Block Grant Funds;
 - b. U.S. Housing and Urban Development (HUD) Section 108 Loan Program Funds;
 - c. U.S. Department of Commerce Economic Development Initiative Grant;
 - d. U.S. Department of Commerce Brownfield's Economic Development Initiative Grant;
 - e. Future tax increment revenues generated by the redevelopment project;
 - f. Private activity bond allocation; and,
 - g. Other sources as identified during the planning process.
5. The Developer agrees to consider contributing \$0.50 (50 cents) per square foot of residential living area to ~~the Westminster Education Foundation~~ ADAMS COUNTY SCHOOL DISTRICT 50 PROJECTS.
6. The City shall assist the Developer in identifying and securing businesses to locate in the commercial space.

Water and Sewer Service

1. If WEDA decides to proceed with the project after review of the concept plan and other requirements of the project, the City shall provide full water and sewer service to the project.
2. The City agrees to waive the requirement for the project to participate in the City's Growth Management Residential Competition to receive a tap allocation, and shall ensure that taps necessary to complete the project are made available when needed, so long as all other obligations of the Developer pursuant to this agreement and future agreements with the City and WEDA are met.
3. The Developer agrees to pay the full cost for City water and sewer taps based on a Rate Schedule effective at the time the Disposition and Development Agreement (DDA) is approved.
4. The Developer shall be entitled to receive tap credits based on tap sizes and/or historic water use currently serving the affected redevelopment properties. The Developer shall use such credits in conjunction with the approved development plans. In the event the tap credits to the Developer exceed the cost for new taps to service the development, the credit balance shall be conveyed by the Developer to WEDA for use in other redevelopment projects relative to South Westminster revitalization.

Relocation of Business and Residents

1. If WEDA decides to proceed with the project after review of the concept plan and other requirements of the project, WEDA shall assume responsibility for notifying and relocating businesses affected by the redevelopment. The Developer agrees to seek private funds to assist in the relocations as necessary.
2. The Developer agrees to offer existing businesses the opportunity to lease space in the new development. Such offers may only be extended to businesses that are permitted in accordance with the approved Preliminary Development Plan and/or Official Development Plan.
3. The Developer agrees to work to the best extent possible to keep existing businesses operating for as long as possible.

Development and Disposition Agreement

1. The Developer and WEDA shall negotiate and enter into a final Development and Disposition Agreement at such time an ODP is completed. Development activity, including condemnation of property, shall not proceed prior to WEDA approval of the agreement. The Developer and WEDA may mutually agree to finalize and approve such agreement at any time prior to formal approval of the ODP by the City.

CITY OF WESTMINSTER

COMMUNITY BUILDERS, INC.

J. Brent McFall
City Manager

Steve Davis

WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY

J. Brent McFall
Executive Director

ATTEST:

City Clerk



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
November 12, 2001

SUBJECT: Donation of Used Computer to the Westminster Historical Society

Prepared By: David Puntenney, Information Technology Director

Summary Statement

- City Council Members recently spoke with Linda Cherrington, President of the Westminster Historical Society.
- The Historical Society is in need of a computer, monitor, scanner, and printer for the purpose of scanning, storing, duplicating and printing historical photos taken within the City of Westminster.
- Council requested Staff contact Ms. Cherrington to identify their specific needs, and determine if the City has a surplus PC that may fulfill their needs.
- Staff identified one surplus PC with adequate speed and storage to handle scanning and storage photos.
- Section 15-2-1 of the Westminster Municipal Code provides City Council authority to approve the disposal of City property in a manner other than the standard formal bidding process or public auction.
- City Council approval is required to donate the used PC to the Westminster Historical Society.
- Historical Society staff is aware that donation of a surplus PC and monitor is subject to City Council approval, and that such donation will not include City staff technical service and support.
- The Westminster Historical Society will need to independently purchase a printer and scanner since these items are rarely available in surplus inventory.

Expenditure Required: \$ 0

Recommended City Council Action

Authorize staff to dispose of one surplus computer and monitor through a donation to the Westminster Historical Society.

Policy Issue

Shall the City of Westminster make a one-time donation of a surplus computer and monitor to a non-profit agency within the City of Westminster?

Alternatives

- Provide a lump sum donation to the Westminster Historical Society that could be used for the specific purpose of purchasing a new computer, monitor and related hardware and software to preserve historic photos.
- Do not donate funds or equipment to the Westminster Historical Society.

Background Information

This Westminster Historical Society was established in 1961, for the purpose of gathering, preserving and sharing items related to City of Westminster history. During a recent conversation with a City Council member, Linda Cherrington from the Historical Society indicated that they are hoping to acquire computer equipment that could be used to capture and preserve historical photos. Under Council's direction, Staff contacted Ms. Cherrington to discuss their requirements, and has identified one surplus computer and monitor that could be donated to the Westminster Historical Society.

Respectfully submitted,

J. Brent McFall
City Manager



**WESTMINSTER
COLORADO**

Agenda Memorandum

City Council Meeting
November 12, 2001

SUBJECT: License Agreement Renewal for the Westminster Sports Center

Prepared by: Ken Watson, Recreation and Golf Facilities Manager

Summary Statement

- For the past seven (7) years, the City has leased the Westminster Sports Center located at 95th Avenue and Harlan Street, to Amaya Soccer/Sports, Inc. (Licensee) to provide indoor soccer programs in that facility.
- The existing license agreement with the Licensee is due to expire November 30, 2001.
- The Licensee has requested renewing the agreement for an additional seven (7) years and has offered to increase the total value of their agreement with the City.
- The Licensee has offered to continue the \$5,000-per-month lease payment and assume all the costs for maintenance of the grounds of the facility. In the past, the City has been responsible for ground maintenance. The approximate value of the grounds maintenance is \$10,000 per year.
- The Licensee originally invested approximately \$300,000 for indoor soccer equipment, i.e., artificial playing surface and dashboards. With this renewal request, the Licensee will be replacing the main field's playing surface with a state-of-the-art, higher-quality artificial grass sport field. The Licensee will pay all costs for this replacement, which is approximately a \$52,000 investment.
- Value to the City per year:

Lease Payment	\$60,000
Non-City-Funded Grounds Maintenance	\$10,000
Total	\$70,000

Expenditure Required: \$ N/A

Source of Funds:

Recommended City Council Action

Authorize the City Manager to sign a renewal of the License Agreement between the City of Westminster and Amaya Soccer/Sports, Inc. for a term of seven (7) years.

SUBJECT: License Agreement Renewal for the Westminster Sports Center – Page 2

Policy Issue(s)

Does City Council wish to lease the Westminster Sports Center?

Does City Council wish Staff to pursue the Request for Proposal (RFP) process to determine if there are other viable operators?

Alternative(s)

Do not renew the lease with Amaya Soccer/Sports, Inc., utilize the RFP process to evaluate possible other operators.

Pros: The City may find a company that will provide a better lease payment.

Cons: Staff is not aware of any companies or individuals that have the indoor soccer business experience and will be able to bring the large capital investment into the facility. All of the indoor soccer equipment is owned by Amaya Soccer/Sports, Inc.

Do not renew the lease and change the usage of the existing facility.

Pros: There may be a different program usage that would be beneficial. However, Staff is not aware of any at this time.

Cons: Indoor soccer continues to be very successful. Amaya reports their leagues fill with waiting lists.

Background Information

The City has owned the facility named the Westminster Sports Center, at 95th Avenue and Harlan Street, since the 1970's. The facility was used to construct two-story houses that were then placed on concrete foundations in the Trend Subdivision.

After the homebuilder had completed home construction and their use of the building, it fell into disrepair. In the mid-1990's, the City allocated funds to renovate the building and Staff began a search for possible operators of an indoor sports facility, with the primary use being indoor soccer.

Staff attempted to finalize agreements with three (3) different operators. None of those had the financial backing to invest in the equipment needed to offer the soccer program designed for the facility.

Staff was approached by the Amaya Soccer/Sports, Inc. managers/owners and, with City Council approval, the agreement was finalized, which resulted in a high-quality, successful private/public partnership. The Westminster Sports Center opened for play in 1994.

The Amaya group invested approximately \$300,000 for infrastructure equipment that is still in use today. If the Agreement is renewed, the Amaya group will be replacing the large field's artificial turf playing surface with a state-of-the-art artificial "grass" surface. This new system utilizes granular, rubber pellets and sand imbedded in artificial grass matting to provide a durable, safe playing surface that plays very similar to natural grass. All costs associated with the playing surface replacement will be the responsibility of the Amaya group and the cost estimate is approximately \$52,000.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

CITY OF WESTMINSTER
FACILITIES LICENSE AGREEMENT

THIS FACILITIES LICENSE AGREEMENT is made this _____ day of _____, 2001, between the CITY OF WESTMINSTER, a municipal corporation ("City" or "Licensor") and AMAYA SOCCER/SPORTS, LLC, a Colorado corporation ("Licensee").

WHEREAS, the City and Licensee entered an agreement on November 29, 1994 ("the 1994 Agreement"), in which the City granted Licensee a license for use and possession of certain property located at 95th Avenue and Harlan Street for the operation of a soccer facility by Licensee; and

WHEREAS, the City and Licensee wish to enter a new agreement for renewal of the license upon the same terms of the previous agreement except as modified herein.

THEREFORE, the City and Licensee agree as follows:

I. Grant of License. The City of Westminster hereby grants Licensee a license to use and possess that portion of the City-owned property located at 95th Avenue and Harlan Street in the City of Westminster, County of Jefferson, described as Outlot C, Trendwood Subdivision, Filing No. 1, herein by this reference (the "Premises"). This license is subject to all the terms, conditions, limitations and restrictions of this License Agreement.

II. Term of License. The License shall have a term of seven (7) years commencing on November 30, 2001, unless terminated earlier pursuant to section III below. At the end of the term of this License, this License may be extended by mutual agreement of the parties.

III. Cancellation of License.

A. Cancellation Without Cause. This License Agreement may be cancelled by either party without cause upon written notice to the other. The cancellation shall be effective ninety (90) days after notice is given in person or deposited in the U.S. mail, or upon completion of any program session in progress at the time of notice, whichever is later. In the event of the cancellation of this License by the City, Licensee agrees to remove all personal property of the Licensee no later than the effective date of the cancellation, and Licensee's failure to do so shall entitle the City to remove such personal property, and to dispose of the same, without any further notice to, or recourse by, the Licensee.

B. Cancellation or Abandonment by Licensee. In the event Licensee cancels this License Agreement or abandons the premises prior to the expiration of the term of the Agreement, or is in substantial default of the Agreement, the City may retain the equipment and improvements without payment to Licensee.

IV. License Fee and Security Deposit.

A. License Fee. Licensee agrees to pay the City a license fee of Five Thousand Dollars (\$5,000.00) each month. The license fee shall be payable on the fifteenth (15th) day of the month preceding the month for which the license fee is due. If the license fee is not received by the City by the 20th day of the month due, a penalty fee of \$25 per day for each day late past the 20th day of the month will be assessed. All license fees shall be made in a form acceptable to the City's Director of Parks, Recreation and Libraries, and shall be payable to the City of Westminster in immediately available funds of the Licensee.

B. Security Deposit. In addition to any license fee payable to the City, Licensee has paid in addition thereto a deposit in the amount of Four Thousand Dollars (\$4,000) as security for (1) any damage, regardless of cause, to the Premises, normal wear and tear excepted, (2) Licensee's failure to remove Licensee's personal property as required pursuant to paragraph III. above, and (3) any damage, cost, or expense of whatsoever nature incurred by the City as a result of Licensee's breach of this Agreement. The City shall retain the security deposit pursuant to the terms of this Agreement.

V. Obligations of Licensor.

A. The Parties agree that the City has fulfilled its obligation for building renovations pursuant to paragraphs V..A and B of the 1994 Agreement.

B. Utility Service.

1. The City will provide, or cause to be provided, all normal utility services for the premises, including water, sanitary sewer, electric, gas, and telephone. The City will also provide adequate heating and ventilation systems for the Premises, as well as smoke alarms and fire sprinklers, to the extent required by the Uniform Building Code. If permitted by the Uniform Building Code, the heating system in the soccer arena portion of the building may consist of hanging unit electric heaters.

2. Licensee shall pay for and keep current, all charges for the above utilities.

3. The City is responsible for snow removal at the facility.

VI. Obligations of Licensee.

The Parties agree that Licensee has fulfilled its obligation for building renovations and provision of equipment pursuant to paragraphs VI..A and B of the 1994 Agreement.

A. Insurance. Licensee shall obtain the following insurance coverages: Comprehensive General Liability in the minimum amount of \$1 million; Casualty and Property Insurance in the minimum amount of \$100,000; Worker's Compensation Insurance in conformance with state statute; and Automobile Liability Insurance in the minimum amount of \$150,000 per person and \$600,000 per occurrence.

B. Maintenance. Licensee will be responsible for maintaining and keeping in good repair all interior portions of the Premises. Licensee shall not be responsible for maintenance or repairs which are structural, electrical prior to the supply box, heating or ventilation systems, or floor beneath the artificial turf. Licensee will be responsible for trash pickup and disposal both inside and the exterior of the facility and maintenance of the outdoor grass and landscaped areas of the facility. The licensee agrees to maintain the grass and landscaped areas based on standards provided by the City.

C. Licensee will replace the existing artificial turf with a new turf system that incorporates rubber and sand to the base to create a quality playing system compared to the existing artificial turf. The City reserves the right to approve the manufacturer and quality of the artificial turf. The new turf will be installed no later than June of 2002.

D. Licensee is responsible to obtain all licenses, permits, and certificates required to operate the facility or outlined in this agreement. Failure to timely comply with taxes owed the City may be considered a breach of this license agreement.

VII. Operations.

A. Personnel. Licensee represents to the City that Licensee will provide experienced personnel, in adequate number, for the recreational soccer operation. Such personnel shall be comparable in qualifications, experience and number to the personnel used in conjunction with similar and comparably-sized programs and facilities operated by the City of Westminster.

B. Other Staff. A manager and assistant manager will be employed by Licensee to oversee Licensee's recreation operation. In addition, a maintenance person shall be employed to ensure proper cleaning and maintenance of the facility. The specific staffing requirements for Licensee's operation shall be arrived at through mutual agreement of the City and Licensee.

C. Programs. It is the City's intent that Licensee shall provide quality indoor soccer programming for the general public. The use of the premises for additional sports programs such as lacrosse, flag football, and basketball shall be subject to the prior approval of the City. Licensee will present their program offerings, i.e., league ages, skill levels, fees, awards, for review by the City. The City reserves the right to make changes to improve the quality of the program.

D. Hours of Operation. No operations by Licensee shall occur past the hour of midnight without the prior specific written authorization of the City's Director of Parks, Recreation and Libraries.

E. Waivers. Licensee will require, as a condition to participation in any of its programs, a signed waiver by the participant and/or visiting team, substantially in the form attached to this Agreement as Exhibit "B."

F. Indemnification. Licensee hereby indemnifies, and agrees to indemnify in the future, the City against any and all claims, demands, judgments, costs, or expenses incurred by the City as a result of any use by Licensee of the Premises pursuant to this Agreement. Such indemnity shall extend to, but not be limited to, any injury or property loss sustained by any minor or adult as a result of their employment by, or participation in, Licensee's sports operations pursuant to this Agreement, without regard to whether such injury occurred while the minor or adult was coming to, participating in, or leaving from the Premises.

G. Discount. Licensee agrees to extend a fifteen percent (15%) discount in any participation fees for City of Westminster or Hyland Hills sports teams and a ten percent (10%) discount for any participation fees for sports teams based in Jefferson County.

VIII. Miscellaneous

A. Irrigation Water. The City has installed a separate meter, and shall be responsible for maintenance of the irrigation system providing irrigation water to the landscape surrounding the Premises. Licensee will be responsible for the cost of water to the landscape and all other water usage associated with the building.

B. Alcoholic Beverages. Licensee shall not permit the sale, dispensing, possession or consumption of any alcoholic beverages on the Premises without the specific written authorization of the City Manager.

C. Off-Hours Use by City. Licensee agrees that the City may use the Premises with the prior written consent of the Licensee at no charge to the City. The City will indemnify Licensee against all claims, demands, judgments, costs or expenses incurred for any claims that originate from the City's use of the facility, and the City will be responsible for any damages that occur to the facility while the City is using the facility.

D. Future Improvements. The City reserves the right to construct, without the consent of Licensee, further improvements to the Premises, including, but not limited to, the Community Room and further, to use and operate programs within such improvements without Licensee's consent.

E. Lawful Use. Licensee agrees to use the Premises for no purpose prohibited by the laws of the United States or the State of Colorado, or the ordinances of the City of Westminster;

F. Overloading, Occupancy. Licensee agrees not to permit the Premises, or the walls or floors thereof, to be endangered by overloading. Licensee shall take all such action as may be necessary to prevent the Premises from ever being occupied in excess of City and State limits of occupancy.

G. Alterations, Modifications. Licensee agrees not to make any alterations to, or modifications in or upon the Premises, including the installation or removal of attached fixtures, without first obtaining the City's written consent. No such alterations or modifications shall be made, except pursuant to plans submitted by the Licensee to the City's Director of Parks, Recreation and Libraries. All such alterations or modifications shall be done in conformance with all applicable laws, codes, regulations, and rules of the City and the State of Colorado. All such alterations or modifications shall be done at the Licensee's expense. All such expenses shall be the sole financial responsibility of the Licensee. Further, unless the parties otherwise agree in writing, the Licensee shall be obligated to restore the Premises to the original condition as entered upon if requested to do so in writing by the City.

H. Duty of Care. Licensee agrees to exercise reasonable care in the supervision of the persons in Licensee's care at all times when they are in or upon the Premises.

I. Subletting. Licensee agrees to sublet no part of the Premises, nor assign this lease or any interest therein without the City's specific written consent. The City may require additional payments to the City on account of any subletting, and must approve any proposed improvements to the facility on account of such subletting. This paragraph shall apply to all subletting whether for soccer activities or other activities.

J. Nuisance. Licensee agrees not to permit any disorderly conduct or nuisance whatever about the Premises, the building in which they are located, or on the building grounds or activity having a tendency to annoy, disturb or interfere with other occupants of the building.

K. Surrender in Good Condition. Licensee agrees at the expiration or termination of this Agreement to surrender and deliver up the Premises in as good order and condition as when the same were entered upon, loss by fire, inevitable accident and ordinary wear excepted;

L. Emergency Repairs. Notwithstanding any provision in this License Agreement to the contrary, Licensee agrees to perform all repairs of an emergency nature necessary to protect the Premises from undue and avoidable injury or damage. If emergency repairs are required for structural components; electrical (prior to the supply box), heating or ventilation systems; or the floor beneath the artificial turf, Licensee shall immediately contact the City at a number to be provided by the City. If Licensee is unable to contact the City at the number provided, Licensee may make emergency repairs and the City shall reimburse Licensee for the reasonable cost thereof.

M. Telephone charges. Licensee will be responsible for payment for all telephone installation and service charges.

N. Keys. The City has or will provide Licensee with a reasonable number of keys for interior and exterior doors.

O. City Not Responsible for Licensee's Property. The City shall have no responsibility or liability for any loss or damage to any personal property of the Licensee or any fixtures installed by the Licensee.

P. Flammable, Hazardous Materials. Licensee shall store no flammable, toxic, dangerous, hazardous or obnoxious materials anywhere in the Premises.

Q. Live Animals. Licensee shall neither bring nor permit the bringing of any live animals into the Premises.

R. Untenantable Conditions. If the Premises become so damaged by fire, flood, act of God or any other casualty not caused by the Licensee so as to render the Premises untenantable, the Licensee may terminate this Agreement without further obligation, unless the damage is repaired by the City within 30 days, in which case this Agreement will continue under the existing terms and conditions.

S. Vacancy of Premises. If the Premises are left vacant the City may, at its option, either retake possession of the Premises, terminating this Agreement and the City's and Licensee's obligations thereunder, or it may re-rent the Premises.

T. Insolvency of Licensee. If the Licensee becomes insolvent, or is declared bankrupt, the City may terminate this Agreement forthwith, and all rights of the Licensee hereunder shall thereupon terminate.

U. Peaceable Surrender. At the expiration of the term of this Agreement, whether by passage of time or by act of the City as provided in this Agreement, the Licensor shall surrender and deliver up the Premises peaceably to the City, and if the Licensee shall remain in possession after termination of this Agreement, the Licensee shall be deemed guilty of a forcible detainer of the Premises under the statute, and shall be subject to eviction and removal in accordance with state law.

V. No Waiver. No assent, express or implied, to any breach of any one or more of the covenants or agreements contained in this Agreement shall be deemed or taken to be a waiver of any succeeding or other breach.

W. Designated Representatives. The following persons are hereby designated by the parties as the persons responsible for the implementation of this Agreement. Should Notices need to be sent or problems arise concerning this Agreement the parties agree to contact:

For the Licensee:

Andrew T. Fuentes
2186 S. Welch Circle
Lakewood, CO 80228

For the City:

Bill Walenczak, Director
Department of Parks, Recreation & Libraries
City of Westminster
4800 West 92nd Avenue
Westminster, CO 80031

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written.

LICENSEE:

AMAYA SOCCER/SPORTS, LLC

By: _____
Name _____
Title _____

Attest:

Title _____

LICENSOR:

CITY OF WESTMINSTER

4800 West 92nd Avenue
Westminster, CO 80031

By: _____
J. Brent McFall
City Manager

Attest:

City Clerk

Approved as to legal form:

City Attorney



Agenda Item 9 A

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
November 12, 2001

SUBJECT: Mayor Heil's Resignation

Prepared By: Steve Smithers, Assistant City Manager

Summary Statement

- Mayor Heil announced her retirement as Mayor effective December 31, 2001.
- Mayor Heil's term expires in November of 2003.
- Mayor Heil has served on the Westminster City Council since 1983. She was appointed to the position of Mayor in 1991, and then became the first directly elected Mayor in 1995.

Expenditure Required: \$ 0

Source of Funds:

Recommended City Council Action

Accept Mayor Nancy Heil's resignation effective December 31, 2001.

SUBJECT: Mayor Heil's Resignation – Page 2

Policy Issues

Whether to accept Mayor Heil's resignation effective December 31, 2001.

Alternative

There are no alternatives identified.

Background Information

Mayor Heil was first appointed as Mayor by City Council in 1991, and then became the first directly elected Mayor in 1995. She was re-elected for a four-year term as Mayor in November of 1999.

Attached is a copy of Mayor Heil's resignation notice to City Council, in which she identifies her resignation date as December 31, 2001.

The Westminster City Charter calls for the Mayor Pro Tem to succeed the Mayor should that individual resign mid-term. The Mayor Pro-Tem will be appointed by and from among members of the newly elected City Council at Monday night's City Council meeting. As of January 1, 2002, a vacancy will exist on the Westminster City Council. The Council then has 30 days to fill that vacancy by appointment.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
November 12, 2001

SUBJECT: Resolution No. 66 re 2001/2002 Youth Advisory Panel Members

Prepared By: Cindy MacDonald, Staff Liaison
Dee Martin, Staff Liaison

Summary Statement

City Council action is requested to recognize and induct 11 Youth Advisory Panel Members selected for 2001/2002 Youth Advisory Panel (YAP) term.

Expenditure Required: None

Source of Funds: N/A

Recommended City Council Action

Adopt Resolution No. 66 appointing the eleven new Youth Advisory Panel Members for the 2001/2002 term.

Policy Issue(s)

There are no policy issues in regard to this item.

Alternative(s)

No alternatives identified.

Background Information

On September 13, 1999, City Council adopted Resolution No. 68 creating the Westminster Youth Advisory Panel. On October 25, 1999, the City Council appointed the first Youth Advisory Panel. Since 1999, the panel has worked with Staff on a variety of issues. The term of each Panel is one year, with reappointment possible up to four terms.

Since, 1999, the Youth Advisory Panel has been very active in the community. In addition to attending scheduled monthly formal meetings, the panel each year takes part in regular community service projects. These diverse events have touched the community in many unique ways. They include helping at the Holy C.O.W. Stampede (a Parks, Recreation and Libraries race to raise proceeds for youth programs), a fall clean up of the historic Bowles House grounds, providing volunteer help for the Westminster Christmas Lighting Ceremony, delivery a special meal to the Gemini Youth Center, and participating in the Westminster Pride Day. By being an active part of the community, the YAP has fulfilled a goal of reaching out to the Westminster community in order to make a difference in the places where members attend school and live.

In October of 2001, Mayor Nancy Heil and Staff Liaisons Dee Martin and Cindy Macdonald interviewed four new candidates for the 2001-2002 Youth Panel. All four applicants were accepted. In addition to these four, seven incumbents are returning. The attached resolution formalizes the appointments to the Youth Advisory Panel based on the results of this process.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

RESOLUTION

RESOLUTION NO. **66**

INTRODUCED BY COUNCILLORS

SERIES OF 2001

CITY OF WESTMINSTER YOUTH ADVISORY PANEL APPOINTMENTS

WHEREAS, the City Council of the City of Westminster believes that our youth should share with their community leaders the responsibility in addressing their needs, desires, challenges and issues, and molding their own futures; and

WHEREAS, the City values its youth and desires to advance and promote their special needs and interests and therefore created the Westminster Youth Advisory Panel on September 13, 1999; and

WHEREAS, currently the Panel has eleven members appointed for the 2001-2002 school year; and

WHEREAS, it is important to have this City Panel working with its fullest possible complement of authorized appointees to carry out the business of the City of Westminster.

NOW THEREFORE, be it resolved that the City Council of the City of Westminster does hereby appoint the following individuals to serve on the Youth Advisory Panel, representing the following schools:

Sophia Rutledge	Arvada High School
Danielle Kriger	Northglenn High School
Jessika Strickland	Northglenn High School
Carissa Huber	Pomona High School
Saprina Grant	Ranum High School
Sarah Ingle	Ranum High School
Katie Jandera	Ranum High School
Ong Moua	Ranum High School
Sarah Keel	Standley Lake High School
Felisa Anne Reed	Standley Lake High School
Allen Hiserodt	Westminster High School

Passed and adopted this 12th day of November, 2001.

ATTEST:

Mayor

City Clerk



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
November 12, 2001

SUBJECT: Revised Employment Agreement with J. Brent McFall

Prepared by: Matt Lutkus, Deputy City Manager for Administration

Summary Statement

- City Council is requested to approve a revised employment agreement with J. Brent McFall for services as City Manager for the two-year period beginning January 1, 2002.
- Under the proposed revised agreement, Mr. McFall's base salary will increase from \$140,000 to \$146,558 effective January 1, 2002. In addition, under the terms of the agreement, the City would pay \$11,000 in deferred compensation. Since Mr. McFall is still within his first 22 months of employment, this is the only payment that the City will make toward his retirement plan during the year.
- The above listed salary and deferred compensation contribution reflect City Council's very positive appraisal of Mr. McFall's performance and will bring the salary and deferred compensation in line with the prevailing pay rates for similar positions in the greater Denver metro area.
- The attached proposed agreement with Mr. McFall is identical to the current employment agreement with the exception of the revised compensation, the change in the effective dates for the contract, and the removal of language related to the original offer of employment.

Expenditure Required: \$157,558, plus the cost of other fringe benefits as described in the attached employment agreement.

Source of Funds: General Fund, City Manager's Office Budget

Recommended City Council Action

Authorize the Mayor to execute a revised employment agreement with J. Brent McFall for his services as City Manager for 2002 and 2003 with an effective date of January 1, 2002.

Policy Issue

Whether to continue essentially the same agreement with J. Brent McFall with a salary adjustment that reflects the prevailing rates of pay for similar positions in the greater Denver metro area.

Alternatives

Council could make further adjustments to the employment agreement with Mr. McFall

Background Information:

The attached employment agreement follows the same format used with the former City Manager and currently used with the City Attorney and Presiding Judge. The employment agreement identifies the overall duties of the position, addresses the terms of employment, describes termination and severance, and identifies the salary and benefits that the employee will receive.

J. Brent McFall has been employed by the City since May 21, 2001. His experience as a local government professional spans two and a half decades. His previous experience includes holding City Manager or City Administrator positions in Marion, Kansas; Emporia, Kansas; Federal Way, Washington; and Kent, Washington. He has also served as a consultant and facilitator for Sumek Associates, conducting organizational development activities and facilitating strategic planning sessions with various cities. During 2001, Mr. McFall was recognized by the International City County Management Association for his 25 years of service to the profession. He is active in local, state, and national professional associations and recently was appointed to the Colorado/City County Managers' Association Ethics Committee.

Mr. McFall's accomplishments during the past seven months include acquiring a strong familiarity with all of the major issues facing the City, and taking a significant amount of time to meet and establish working relationships with City employees. Within his first 45 days as City Manager, Mr. McFall had met with over 35 employee groups to discuss his and the City's values and convey his overall expectations regarding customer service, teamwork, and employee involvement. His other accomplishments included presenting City Council with a 2002 Budget that followed very conservative guidelines in response to the current and projected economic situation, and continuing productive intergovernmental relationships with a number of entities, especially the three school districts that serve Westminster and Jefferson County. Under his leadership, City Staff continued to be highly motivated and productive, accomplishing the vast majority of work plan objectives for the year.

Some of Mr. McFall's priorities for 2002 include development of a comprehensive strategic plan and further improvements in public relations and intergovernmental cooperation. Specific areas of emphasis that will continue from the current year into 2002 are the focus on the Northwest Parkway alignment, redevelopment of South Westminster, expansion of St. Anthony North Hospital, possible annexation of some of the Jefferson County airport land, and completion of negotiations that will allow for the commencement of Standley Lake improvements early in 2002.

The proposed employment agreement with J. Brent McFall is similar to the current agreement that Council approved in April 2001 with exception of: the effective dates of the agreement, the change in salary, the addition of City paid deferred compensation, and the deletion of the section in the current agreement related to the City's initial offer of employment (Section 2D).

The revised agreement will provide for a base salary of \$146,558 as compared with the current salary of \$140,000. In addition to the salary, the agreement provides for \$11,000 in City-paid deferred compensation. It is important to note that since Mr. McFall will continue to be in his first 22 months of employment during 2002, this will be the only contribution that the City will make toward Mr. McFall's retirement plan during the year. The proposed change in compensation reflects the very favorable review of Mr. McFall's performance since his appointment. Furthermore, the increase in compensation addresses Council's desire to bring the City Manager's salary in line with the prevailing rates paid to other city managers in comparable cities in the greater Denver metropolitan area.

SUBJECT: Revised Employment Agreement with J. Brent McFall

Page 3

Consistent with the employment agreements with the Presiding Judge and City Attorney, this agreement will continue to cover 2002 and 2003 and includes a with the provision that the salary be reviewed annually. Funds are available in the City Manager's Office approved 2002 Budget to provide for the salary and fringe benefits described in the agreement.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

EMPLOYMENT AGREEMENT

THIS AGREEMENT, effective as of the 1st day of January, 2002, by and between the City of Westminster, State of Colorado, a municipal corporation, hereinafter called "CITY" as party of the first part, and J. BRENT McFALL, hereinafter called "EMPLOYEE", as party of the second part, both of whom understand as follows:

WHEREAS, the CITY desires to continue employing the services of J. BRENT McFALL, as City Manager of the City of Westminster as provided by City Charter, Chapter IV, Section 7; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment, and to set working conditions of said EMPLOYEE; and

WHEREAS, it is the desire of the City Council to (1) secure and retain the services of EMPLOYEE and to provide inducement for him to remain in such employment; (2) make possible full work productivity by assuring EMPLOYEE'S morale and peace of mind with respect to future security; (3) act as a deterrent against malfeasance or dishonesty for personal gain on the part of EMPLOYEE, and (4) provide a just means for terminating EMPLOYEE'S services at such time as he may be unable to fully discharge his duties due to age or disability or when CITY may desire to otherwise terminate his employ; and

WHEREAS, EMPLOYEE previously accepted employment as City Manager of said CITY.

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

SECTION 1. DUTIES:

CITY hereby agrees to continue the employment of J. BRENT McFALL as City Manager of CITY to perform the duties and functions specified in Section 4.8 of the City Charter and such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

SECTION 2. TERMS:

A. EMPLOYEE agrees to remain in the exclusive employ of CITY and EMPLOYEE will serve as City Manager from January 1, 2002 through December 31, 2003. Further, EMPLOYEE agrees not to become employed by any other employer until said termination date, unless said termination date is effected as hereinafter provided.

The term "employed" shall not be construed to include occasional teaching, writing, consulting work or other related activities performed on EMPLOYEE'S time off.

B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of EMPLOYEE at any time, subject only to the provisions set forth in Section 3, Paragraph A and B of this agreement.

C. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from his position with the CITY, subject only to the provisions set forth below.

SECTION 3. TERMINATION, NOTICE AND SEVERANCE PAY:

A. In the event City Council decides to exercise its right to terminate EMPLOYEE before expiration of the aforementioned term of employment and during such time that EMPLOYEE is willing and able to perform the duties of City Manager, then and in that event, the CITY agrees to give EMPLOYEE six (6) months' written notice or to pay EMPLOYEE a lump sum cash payment equal to his base salary for the ensuing six (6) months, provided however, that in the event the EMPLOYEE is

terminated because of his conviction of any illegal act, then, and in that event, CITY has no obligation to give notice or pay the aggregate severance sum designated in this paragraph.

B. In the event the CITY at any time during the employment term reduces the salary or other financial benefits of EMPLOYEE in a greater percentage than an applicable across the board reduction for all City employees, or in the event the CITY refuses, following written notice to comply with any other provisions benefiting EMPLOYEE herein, or the EMPLOYEE resigns following a formal suggestion by the City Council that he resign, then, and in that event, EMPLOYEE may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such resignation, within the meaning and content of the six (6) months' severance pay provisions herein.

C. In the event EMPLOYEE voluntarily resigns his position with the CITY before expiration of the aforesaid term of employment, then EMPLOYEE shall give the CITY sixty (60) days notice in advance in writing.

D. The parties may, by mutual written agreement, shorten the time required for written notification of termination or resignation set forth in paragraphs (A) and (C) of this Section 3, and Section 2(D).

SECTION 4. SALARY:

The CITY agrees to pay EMPLOYEE for his services rendered pursuant hereto an annual base salary of \$146,558 payable in installments at the same time as other employees of the CITY are paid. In addition, the City will make a lump sum payment of \$11,000 to the EMPLOYEE's deferred compensation plan.

CITY agrees to review the EMPLOYEE'S performance annually, no later than October 31st of each year. Salary evaluation each year shall be at the discretion of the CITY.

SECTION 5. HOURS OF WORK:

A. It is recognized that EMPLOYEE must devote a great deal of his time outside normal office hours to business of the CITY, and to that end EMPLOYEE will be allowed to take compensatory time off as he shall deem appropriate during normal office hours.

B. EMPLOYEE shall not spend more than ten (10) hours per week in teaching, consulting, or other non-City connected business without the expressed prior approval of the Council. Provided, that such consulting or other non-City connected business does not constitute a conflict of any nature with EMPLOYEE'S work as City Manager. City Council shall be the sole judge of such conflicts whose determination shall be final.

SECTION 6. TRANSPORTATION:

EMPLOYEE'S duties require that he shall have the exclusive use at all times during his employment with the CITY of an automobile provided to him by the EMPLOYEE. EMPLOYEE shall be responsible for paying of liability, property, maintenance, repair and regular replacement of said automobile. A monthly car allowance of \$500 shall be paid to EMPLOYEE to assist in compensating for these costs.

SECTION 7. DUES AND SUBSCRIPTIONS:

CITY agrees to budget and to pay the professional dues of EMPLOYEE necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the City.

SECTION 8. PROFESSIONAL DEVELOPMENT:

CITY hereby agrees to budget and to pay the travel and subsistence expenses of EMPLOYEE for professional and official travel, meetings and occasions adequate to continue the professional development of EMPLOYEE and to adequately pursue necessary official and other functions for CITY, including but not limited to the International City/County Management Association, the Colorado Municipal League, and such other national, regional, state and local governmental groups and committees thereof which EMPLOYEE serves as a member.

SECTION 9. GENERAL EXPENSES:

CITY recognizes that certain expenses of a non-personal, job-affiliated nature are incurred by EMPLOYEE, and hereby agrees to reimburse or to pay said non-personal, job-affiliated expenses. Disbursement of such monies shall be made upon receipt of duly executed expense vouchers, receipts, statements, or personal affidavit.

SECTION 10. FRINGE BENEFITS:

EMPLOYEE will be allowed all benefits as are extended to all other Department Head level employees, except that when such benefits are in conflict with this contract, said contract shall control.

SECTION 11. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

A. The City Council shall fix any other terms and conditions of employment as it may from time to time determine, relating to the performance of EMPLOYEE, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the City Charter or any other law.

B. All provisions of the City Charter and Code, and regulations and rules of the City relating to vacation and sick leave, retirement and pension system contributions, holidays, longevity pay, and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to EMPLOYEE as they would to other employees of CITY in addition to said benefits enumerated specifically for the benefit of EMPLOYEE, except as herein provided.

SECTION 12. GENERAL PROVISIONS:

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and to the benefit of the heirs at law and executors of EMPLOYEE.
- C. This agreement becomes effective on January 1, 2002 and shall be in effect through December 31, 2003.
- D. If any provision, or any portion hereof contained in this agreement is held to be unconstitutional, invalid or unenforceable, the portion thereof shall be deemed severable, and the remainder shall not be affected, and shall remain in full force and effect.
- E. Nothing in this agreement shall be construed as creating a multiple fiscal year obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20.
- F. The parties agree that this contract is entered into and shall be governed by the laws of the State of Colorado.

IN WITNESS WHEREOF, the City of Westminster, Colorado, has caused this agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and EMPLOYEE has signed and executed this agreement.

Approved by Westminster City Council on this 12th day of November, 2001.

Mayor

ATTEST:

City Clerk

J. Brent McFall

APPROVED AS TO FORM:

City Attorney



Agenda Item 10 A

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
November 12, 2001

SUBJECT: Councillor's Bill No. 8 E re advance refunding of 1992 General Obligation Water Bonds and 1994 Utility Revenue Bonds W&WW Utility Enterprise in the amount of \$21,515,000.

Prepared by: Mary Ann Parrot, Finance Director

Summary Statement

City Council has the opportunity to advance refund both the 1992 GO Water Bonds and the 1994 Utility Revenue Bonds. Approval of the refunding will:

- Save debt service payments of approximately \$1.5 million dollars (6.02%) over the remaining life of the issues, or approximately \$115,000 per year.
- Reduce net interest rates on the two debt issues by over two percent (from over 6% to 3.95%).
- Eliminate restrictive covenants in the 1992 GO Water issue.
- Leave the final maturities of the original 1992 and 1994 issues intact.

Expenditure Required: \$275,000

Source of Funds: All fees are included in the costs of refunding; no additional funds need to be budgeted.

Recommended City Council Action

Adopt Councillor's Bill No. 8 E as an emergency ordinance, approving the sale of \$21,515,000 million Utility Revenue Refunding Bonds to refund the outstanding 1992 GO Water Bonds and the outstanding 1994 Utility Revenue Bonds, and direct the Mayor, Finance Director and City Clerk to sign necessary documents on behalf of the City.

Policy Issue

Should the 1992 GO Water and 1994 Utility Revenue Bond issues be refunded to save an estimated \$1.5 million in interest costs?

Alternatives

1. Do not refund the bonds. This option is not recommended. The Utility Enterprise is supported solely by the revenue derived by providing water and wastewater services to utility customers. Any reduction in cost directly benefits the customer by holding down future rate increases. By saving \$1.5 million, the customer directly benefits from the reduction in interest expense.

2. Delay the refunding since it appears the Federal Reserve Board (Fed) will further reduce short-term rates and interest expense will be lower. This option is not recommended. While it is possible the Fed will reduce short-term rates again, the impact would be in the short-term (two years and under) market. The risk to the City is that long-term rates will rise, due to inflation expectations. In this case, the total savings could be less than \$1.5 million. The Fed has minimal impact on the long-term municipal market now that interest rates are already at historic lows. Investors are already raising the issue of inflation in the future; consequently long-term rates could rise instead of going lower.

Background Information

It is monetarily beneficial to advance refund two bond issues of the Water and Wastewater Utility Enterprise. The net interest cost for the 1992 issue is 6.151% and 6.181% for the 1994 issue. It is estimated that an advance refunding issue could be completed at a net interest rate of 3.95%.

Staff projects the refunding will save approximately 5.7% of the refunded bonds. This translates to a projected savings of \$1.5 million. National standards suggest refunding be considered when savings fall within the range of three to five percent. The refunding of the outstanding issues will not extend the term of the original bonds. Staff projects the refunding will save approximately \$115,000 per year. As with all debt issues, costs are paid at closing from the proceeds of the issue and are amortized over the life of the debt issue.

The proceeds of the sale will be appropriated in a separate City Council action in December 2001, after the closing is held and the sales proceeds are received by the Enterprise.

The City's financial advisors and Staff will attend the November 22nd City Council meeting to answer questions.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO. **8 E**

COUNCILLOR'S BILL NO. **8 E**

SERIES OF 2001

INTRODUCED BY COUNCILLORS

A BILL

FOR AN EMERGENCY ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF WESTMINSTER, COLORADO, WATER AND WASTEWATER UTILITY ENTERPRISE, WATER AND WASTEWATER REVENUE REFUNDING BONDS, SERIES 2001, DATED NOVEMBER 1, 2001.

THE CITY OF WESTMINSTER, COLORADO, WATER AND WASTEWATER UTILITY ENTERPRISE ORDAINS:

Section 1. Definitions and Construction.

A. Definitions. In this Ordinance the following terms have the following respective meanings unless the context hereof clearly requires otherwise:

- (1) Additional Parity Bonds: any Parity Securities issued after the issuance of the Bonds.
- (2) Average Annual Debt Service Requirements: the aggregate of all Debt Service Requirements (excluding any redemption premiums) due on the Bonds or any other Securities payable from the Pledged Revenues for all Fiscal Years beginning with the Fiscal Year in which Debt Service Requirements of the Bonds or such Securities are first payable after the computation date and ending with the Fiscal Year in which the last of the Debt Service Requirements are payable, divided by the whole number of such years.
- (3) Beneficial Owners: those Persons having beneficial ownership interests in Bonds registered in the name of the Securities Depository or a nominee therefor.
- (4) Bond Insurance Policy: the financial guaranty insurance policy issued by the Bond Insurer insuring the payment when due of the principal of and interest on the Bonds as provided therein.
- (5) Bond Insurer: Ambac Assurance Corporation , a Wisconsin-domiciled stock insurance company, or its successors.
- (6) Bond Purchase Agreement: the Bond Purchase Agreement, concerning the purchase of the Bonds, between the Enterprise and the Purchaser.
- (7) Bonds: the City of Westminster, Colorado, Water and Wastewater Utility Enterprise, Water and Wastewater Revenue Refunding Bonds, Series 2001, dated November 1, 2001, authorized by this Ordinance.
- (8) Business Day: a day on which banks located in Denver, Colorado, and the cities in which are located the Principal Operations Office of each of the Paying Agent and the Registrar are not required or authorized to be closed and on which the New York Stock Exchange is not closed.
- (9) Charter: the home rule Charter of the City as amended.
- (10) City: the City of Westminster, Colorado.
- (11) Combined Average Annual Debt Service Requirements: the sum of the Average Annual Debt Service Requirements for all issues of Securities or portions thereof for which the computation is being made.
- (12) Combined Maximum Annual Debt Service Requirements: the Maximum Annual Debt Service Requirements for all issues of Securities or portions thereof for which the computation is being made, treated as a single issue.

- (13) Commercial Bank: a state or national bank or trust company in good standing located in or incorporated under the laws of any state of the United States of America which is subject to examination by federal or state authorities, which is a member of the Federal Deposit Insurance Corporation and of the Federal Reserve System and which has capital and surplus of \$75,000,000 or more or which is otherwise acceptable to the Bond Insurer.
- (14) Commitment: the Commitment for Financial Guaranty Insurance No. 22132, dated October 24, 2001, from the Bond Insurer.
- (15) Continuing Disclosure Certificate: the undertaking executed by officers of the Enterprise simultaneous with the delivery of the Bonds which enables the Purchaser to comply with the Rule.
- (16) Consulting Engineer: an independent consulting engineer or engineering firm or corporation having skill, knowledge and experience in analyzing the operations of municipal water and wastewater systems.
- (17) Cost of the Refunding Project: all or any part of the costs of the Refunding Project, the costs of issuance of the Bonds and the costs necessary therefor or incidental thereto.
- (18) Council: the City Council of the City, acting as the governing body of the Enterprise.
- (19) C.R.S.: the Colorado Revised Statutes, as amended to the date of delivery of the Bonds.
- (20) Debt Service Requirements: the principal of, interest on, and any premium due in connection with the redemption of the Bonds or any other Securities payable from the Pledged Revenues.
- (21) Enterprise: the City of Westminster, Colorado, Water and Wastewater Utility Enterprise.
- (22) Enterprise Ordinance: Ordinance No. 2264, Series of 1994, of the City, authorizing the Enterprise to have and exercise certain powers in furtherance of its purposes.
- (23) Escrow Agreement: the City of Westminster, Colorado, Water and Wastewater Utility Enterprise, Water and Wastewater Revenue Refunding Bonds, Series 2001 Escrow Agreement dated as of November 1, 2001 between the Enterprise and the Escrow Bank pertaining to the Refunding Project.
- (24) Escrow Bank: The Bank of Cherry Creek, N.A., in Denver, Colorado, or its successors.
- (25) Escrow Fund: the special account designated by the Enterprise as the "City of Westminster, Colorado, Water and Wastewater Utility Enterprise, Water and Wastewater Revenue Refunding Bonds Series 2001 Escrow Account" referred to in Section 5A hereof.
- (26) Event of Default: one of the events described in Section 11A hereof.
- (27) Excess Investment Earnings Fund: the special accounts within the Water and Wastewater Utility Fund designated by the City as the "2001 Revenue Refunding Bond Arbitrage Payable Account" created and referred to in Section 5F hereof.
- (28) Federal Securities: bills, certificates of indebtedness, notes, or bonds which are direct obligations of the United States of America or, if the Bond Insurer agrees in writing, are obligations the principal and interest of which are unconditionally guaranteed by the United States of America.
- (29) Fiscal Year: the twelve (12) months commencing on the first day of January of any calendar year and ending on the last day of December of such calendar year or such other twelve-month period as may from time to time be designated by the Council as the Fiscal Year of the Enterprise.
- (30) Income: all income from rates, fees, tolls, and charges and tap fees, or any combination thereof, but not special assessments, for the services furnished by, or the direct or indirect connection with, or the use of, or any commodity from the System, including, without limiting the generality of the foregoing, minimum charges, charges for the availability of service, disconnection fees, reconnection fees, and reasonable penalties for any delinquencies, and all income or other gain, if any, from any investment of

Pledged Revenues and of the proceeds of Securities payable from Pledged Revenues (except income or other gain from any investment of moneys held in an escrow fund for the defeasance of Securities payable from the Pledged Revenues or any other similar fund) to the extent not required to be rebated to the federal government.

(31) Independent Auditor: any certified public accountant, or any firm of such accountants, duly licensed to practice and practicing as such under the laws of the State, appointed and paid by the Enterprise or the City, who (a) is, in fact, independent and not under the domination of the City or the Enterprise, (b) does not have any substantial interest, direct or indirect, in any of the affairs of the Enterprise or the City, and (c) is not connected with the Enterprise or the City as a member, officer or employee, but who may be regularly retained to make annual or similar audits of any books or records of the Enterprise or the City.

(32) Insurance Trustee: The Bank of New York, in New York, New York, or its successors.

(33) Interest Payment Date: a date designated for the payment of interest on the Bonds or any other Securities.

(34) Letter of Representations: the Blanket Issuer Letter of Representations from the Enterprise to the Securities Depository.

(35) Maturity Date: a date designated for the payment of principal on the Bonds or any other Securities.

(36) Maximum Annual Debt Service Requirements: the maximum aggregate Debt Service Requirements (excluding any redemption premiums) due on the Bonds or any other Securities payable from the Pledged Revenues in any Fiscal Year beginning with the Fiscal Year in which Debt Service Requirements of the Bonds or such Securities are first payable after the computation date and ending with the Fiscal Year in which the last of the Debt Service Requirements are payable.

(37) Operation and Maintenance Expenses: such reasonable and necessary current expenses of the City, paid or accrued, of operating, maintaining and repairing the System as may be determined by the City, including, except as limited by contract or otherwise limited by law, without limiting the generality of the foregoing:

(a) Engineering, auditing, legal and other overhead expenses directly related and reasonably allocable to the administration, operation and maintenance of the System;

(b) Fidelity bond and insurance premiums appertaining to public officials or the System;

(c) The reasonable charges of any paying agent, registrar, transfer agent, depository or escrow bank appertaining to any Securities payable from the Pledged Revenues;

(d) Annual payments to pension, retirement, health and hospitalization funds appertaining to the System;

(e) Any taxes, assessments, franchise fees or other charges or payments in lieu of the foregoing;

(f) Ordinary and current rentals of equipment or other property;

(g) Contractual services, professional services, salaries, administrative expenses, and costs of labor appertaining to the System, the cost of water purchased for delivery through the System, and the cost of materials and supplies used for current operation of the System;

(h) The costs incurred in the billing and collection of all or any part of the Pledged Revenues;

(i) Any costs of utility services furnished to the System by the City or otherwise.

"Operation and Maintenance Expenses" does not include:

- (a) Any allowance for depreciation;
 - (b) Any costs of reconstruction, improvement, extension, or betterment;
 - (c) Any accumulation of reserves for capital replacements;
 - (d) Any reserves for operation, maintenance, or repair of the System;
 - (e) Any allowance for the redemption of any Securities payable from the Pledged Revenues or the payment of any interest thereon;
 - (f) Any liabilities incurred in the acquisition of any Water Facilities or Wastewater Facilities;
 - (g) Any other ground of legal liability not based on contract.
- (38) Operation and Maintenance Fund: the expense accounts within the Water and Wastewater Utility Fund used by the City for the payment of Operation and Maintenance Expenses referred to in Section 5C hereof.
- (39) Ordinance: this Ordinance of the Enterprise authorizing the issuance of the Bonds.
- (40) Outstanding: as of any particular date, all Bonds or any other Securities payable from the Pledged Revenues which have been authorized, executed and delivered except the following:
- (a) Any Bond or other such Security cancelled by the Enterprise, by the Paying Agent or otherwise on behalf of the Enterprise on or before such date, except any Bond described in the last paragraph of Section 10 hereof;
 - (b) Any Bond or other such Security held by or on behalf of the Enterprise or the City;
 - (c) Any Bond or other such Security for the payment or the redemption of which moneys or Federal Securities sufficient (including the known minimum yield available for such purpose from Federal Securities in which such amount wholly or in part may be initially invested) to pay all of the Debt Service Requirements of such Bond or other such Security to the Maturity Date or specified Redemption Date thereof shall have theretofore been deposited in escrow or in trust with a Trust Bank for that purpose; and
 - (d) Any lost, destroyed, or wrongfully taken Bond or other such Security in lieu of or in substitution for which another Bond or other Security shall have been executed and delivered.
- (41) Owner: the holder of any bearer instrument or registered owner of any registered instrument.
- (42) Parity Securities: any Security payable from the Pledged Revenues equally or on a parity with the Bonds.
- (43) Participants: underwriters, securities brokers or dealers, banks, trust companies, closing corporations or other Persons for which or whom the Securities Depository holds the Bonds.
- (44) Paying Agent: The Bank of Cherry Creek, N.A., Denver, Colorado, or its successors.
- (45) Paying Agent Agreement: the Paying Agent and Registrar Agreement, dated as of November 1, 2001, between the Enterprise and the Paying Agent.
- (46) Permitted Investments: any obligations permitted by the ordinances of the City and, to the extent applicable, the laws of the State listed on Exhibit D to the Bond Insurer's Standard Package for Ambac-Insured Transactions, as attached to the Commitment.
- (47) Person: any individual, firm, partnership, corporation, company, association, joint stock association or body politic or any trustee, receiver, assignee or similar representative thereof.

- (48) Pledged Revenues: all Income remaining after the deduction of Operation and Maintenance Expenses.
- (49) Preliminary Official Statement: the Preliminary Official Statement prepared in connection with the sale and issuance of the Bonds.
- (50) Principal and Interest Fund: the special accounts within the Water and Wastewater Utility Fund designated by the City as the "2001 Revenue Refunding Bond Debt Service Account" and other similar accounts hereafter established for Additional Parity Bonds or other Parity Securities created and referred to in Section 5D hereof.
- (51) Principal Operations Office: the principal operations office of the Registrar and Paying Agent as designated in writing to the Enterprise from time to time. The principal operations office of the Registrar and Paying Agent currently is located at 3033 E. 1st Avenue, Denver, Colorado 80206.
- (52) Purchaser: Stifel, Nicolaus Co., Incorporated Hanifen, Imhoff Division.
- (53) Redemption Date: the date fixed for the redemption prior to maturity of any Securities payable from the Pledged Revenues in any notice of prior redemption given by or on behalf of the Enterprise.
- (54) Refunded Bonds: all of the Outstanding Series 1992A Bonds and the Outstanding Series 1994 Bonds.
- (55) Refunding Project: the refunding of the Refunded Bonds and the costs necessary therefor or incidental thereto, including payment of the Debt Service Requirements of the Refunded Bonds until their respective Redemption Date.
- (56) Registrar: The Bank of Cherry Creek, N.A., Denver, Colorado, or its successors.
- (57) Regular Record Date: the fifteenth day of the calendar month next preceding an Interest Payment Date for the Bonds.
- (58) Reserve Fund: the special account within the Water and Wastewater Utility Fund designated by the City as the "2001 Revenue Refunding Bond Reserve Account" and other similar accounts hereafter established for Additional Parity Bonds or other Parity Securities created and referred to in Section 5E hereof.
- (59) Reserve Fund Requirement: an amount equal to the least of: (i) ten percent (10%) of the original proceeds, (ii) one hundred twenty-five percent (125%) of the Combined Average Annual Debt Service Requirements or (iii) one hundred percent (100%) of the Combined Maximum Annual Debt Service Requirements of the Bonds, any Additional Parity Bonds or other Parity Securities to which the Reserve Fund is pledged, to be maintained in the Reserve Fund if required in accordance with the provisions of Section 5E hereof, except to the extent of any Surety Bond therein.
- (60) Rule: Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended (17 CFR Part 240, ' 240.15c2-12).
- (61) SEC: the U.S. Securities and Exchange Commission.
- (62) Securities Depository: The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York.
- (63) Security or Securities: any bond, warrant, note, lease or any other evidence of the advancement of money to the Enterprise or the City.
- (64) Series 1992A Bonds: the City of Westminster, Colorado, General Obligation Water Bonds, Series 1992A, originally issued in the aggregate principal amount of \$4,130,000.

- (65) Series 1994 Bonds: the City of Westminster, Colorado, Water and Wastewater Utility Enterprise, Water and Wastewater Revenue Bonds, Series 1994, originally issued in the aggregate principal amount of \$20,000,000.
- (66) Series 1992A Ordinance: Ordinance No. 2074, Series of 1992, of the City authorizing the issuance of the Series 1992A Bonds.
- (67) Series 1994 Ordinance: Ordinance No. 1, Series of 1994, of the Enterprise authorizing the issuance of the Series 1994 Bonds.
- (68) Special Record Date: the date fixed by the Paying Agent for the determination of ownership of Bonds for the purpose of paying interest not paid when due or interest accruing after maturity.
- (69) State: the State of Colorado.
- (70) Subordinate Securities: Securities payable from the Pledged Revenues having a lien thereon subordinate or junior to the lien thereon of the Bonds.
- (71) Superior Securities: Securities payable from the Pledged Revenues having a lien thereon superior or senior to the lien thereon of the Bonds.
- (72) Supplemental Act: the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, C.R.S.
- (73) Surety Bond: any surety bond, insurance policy, letter of credit or similar instrument or agreement guaranteeing certain payments into the Reserve Fund as provided therein and subject to the limitations set forth therein.
- (74) System: the Water Facilities and the Wastewater Facilities of the City owned and operated by the City as a single utility system.
- (75) Tax Code: the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds, and any regulations promulgated thereunder.
- (76) Term Bonds: Securities that are payable on or before their specified Maturity Dates from sinking fund payments established for that purpose and calculated to retire such Securities on or before their specified Maturity Dates.
- (77) Transfer Agent: The Bank of Cherry, Creek, N.A. Denver, Colorado, or its successors.
- (78) Trust Bank: a Commercial Bank which is authorized to exercise and is exercising trust powers.
- (79) Wastewater Facilities: any one or more of the various devices used in the collection, treatment, or disposition of sewage and industrial wastes of a liquid nature, including, without limitation, all inlets; collection, drainage, or disposal lines; intercepting sewers; wastewater disposal plants; outfall sewers; sewage lagoons; all pumping, power, and other equipment and appurtenances; all extensions, improvements, remodeling, additions and alterations thereof; any and all rights or interests for such wastewater facilities; and all other necessary, incidental, or appurtenant properties, facilities, equipment, and costs relating to the foregoing.
- (80) Water and Wastewater Utility Fund: the self-balancing group of accounts heretofore created by the City as an enterprise fund to record all financial activity of the Enterprise referred to in Section 5B hereof.
- (81) Water Facilities: water rights, raw water and any one or more works and improvements used in and as a part of the collection, treatment, or distribution of water for the beneficial uses and purposes for which the water has been or may be appropriated, including, but not limited to, uses for domestic, municipal, irrigation, power, and industrial purposes and including construction, operation, and maintenance of a system of raw and clear water and distribution storage reservoirs, deep and shallow wells, pumping, ventilating, and gauging stations, inlets, tunnels, flumes, conduits, canals, collection,

transmission, and distribution lines, infiltration galleries, hydrants, meters, filtration and treatment plants and works, power plants, all pumping, power, and other equipment and appurtenances, all extensions, improvements, remodeling, additions, and alterations thereof, and any and all rights or interests in such works and improvements, and all other necessary, incidental, or appurtenant properties, facilities, equipment and costs relating to the foregoing.

B. Construction. This Ordinance, except where the context by clear implication herein otherwise requires, shall be construed as follows:

- (1) Words in the singular include the plural, and words in the plural include the singular.
- (2) Words in the masculine gender include the feminine and the neuter, and when the sense so indicates words of the neuter gender refer to any gender.
- (3) Articles, sections, subsections, paragraphs and subparagraphs mentioned by number, letter, or otherwise, correspond to the respective articles, sections, subsections, paragraphs and subparagraphs of this Ordinance so numbered or otherwise so designated.
- (4) The titles and headlines applied to articles, sections and subsections of this Ordinance are inserted only as a matter of convenience and ease in reference and in no way define or limit the scope or intent of any provisions of this Ordinance.
- (5) Notwithstanding any other provision of this Ordinance, in determining whether the rights of the Owners of Bonds will be adversely affected by any action taken pursuant to the terms and provisions of this Ordinance, the Enterprise or its agents shall consider the effect on the Owners of the Bonds as if there were no Bond Insurance Policy.

Section 2. Recitals.

A. Enterprise. The City has heretofore established the Enterprise and authorized the Enterprise to have and exercise certain powers in furtherance of its purposes.

B. Authority. Pursuant to art. X, ' 20 and art. XX, ' 6 of the State Constitution, Chapter XI, Section 11.1(a) of the Charter, and the Enterprise Ordinance, the Enterprise is authorized to issue the Bonds, without voter approval in advance.

C. Prior Bonds. The City has heretofore duly authorized, sold, issued, and delivered to the purchasers thereof \$4,130,000 of its Series 1992A Bonds, \$3,005,000 of which remains outstanding, and the Enterprise has heretofore duly authorized, sold, issued, and delivered to the purchasers thereof \$20,000,000 of its Series 1994 Bonds, \$17,780,000 of which remains outstanding.

D. Optional Redemption of Prior Bonds. The outstanding Series 1992A Bonds maturing on and after December 1, 2003 are subject to redemption at the option of the City on December 1, 2002, at a redemption price equal to 100% of the principal amount so redeemed plus accrued interest to the redemption date. The outstanding Series 1994 Bonds maturing on and after December 1, 2005, are subject to redemption on December 1, 2004, at a price equal to 100% of the principal amount so redeemed plus accrued interest to the redemption date.

E. Determination to Refund. The refunding of the Series 1992A Bonds and the Series 1994 Bonds is necessary in order to take advantage of the currently favorable interest rates in the municipal bond market, the continuation of which cannot be predicted, and such refunding will result in a reduction in debt service costs to the City and the Enterprise after taking into account all Cost of the Refunding Project.

F. Issuance of the Bonds. The Council has determined that it is in the best interests of the City and the inhabitants thereof and the Enterprise, that water and wastewater revenue bonds in an aggregate principal amount of \$20,990,000 be issued for the purpose of refunding the Refunded Bonds.

G. Liens. The Bonds shall have an irrevocable and first lien, but not necessarily an exclusive first lien, on certain water and wastewater revenues of the Enterprise, as set forth herein. There are no other Securities with a lien on the Pledged Revenues on a parity with or superior to the lien thereon of the Bonds, except for the parity lien thereon of the outstanding Refunded Bonds until their defeasance as part of the Refunding Project. In addition, there are outstanding certain Subordinate Securities issued by the Enterprise in 1997, 1998 and 2000.

H. Further Provisions. It is necessary to provide for the form of the Bonds and other provisions relating to the authorization, issuance, and sale of the Bonds.

Section 3. The Bonds.

A. Authorization. The Bonds, payable as to all Debt Service Requirements solely out of Pledged Revenues, are hereby authorized to be issued, the proceeds of the Bonds to be used solely to pay the Cost of the Refunding Project.

Section 11-57-204 of the Supplemental Act provides that a public entity, including the Enterprise, 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 of the Supplemental Act to the Bonds. The Bonds are issued under the authority of this Ordinance and the Supplemental Act and shall so recite as provided in Section 3B(9) hereof. Pursuant to Section 11-57-210, C.R.S., such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value.

B. Bond Details.

(1) Generally. The Bonds shall be issuable in fully registered form and shall initially be registered in the name of the Securities Depository or a nominee therefor. Purchases by Beneficial Owners shall be made in book-entry form in the principal amount of \$5,000 or any integral multiple thereof. The Beneficial Owners shall not receive certificates evidencing their interests in the Bonds. No Bond shall be issued in any denomination larger than the aggregate principal amount maturing on the Maturity Date of such Bond, and no Bond shall be made payable on more than one Maturity Date. The Bonds shall be initially issued so that a single Bond shall evidence the obligation of the Enterprise to pay all principal due on each of the Maturity Dates set forth herein. Interest on the Bonds shall be calculated on the basis of a 360-day year of twelve 30-day months, payable semiannually on each June 1 and December 1, commencing on June 1, 2002. If upon presentation at maturity the principal of any Bond is not paid as provided herein, interest shall continue thereon at the same interest rate until the principal is paid in full.

The Bonds shall mature on December 1 in the following years in the following aggregate principal amounts and shall bear interest from November 1, 2001, or the Interest Payment Dates to which interest has been paid next preceding their respective dates, whichever is later, to their respective Maturity Dates at the following per annum interest rates:

<u>Years</u>	<u>Principal Amounts</u>	<u>Interest Rates</u>
2002	\$1,300,000	4.000%
2003	1,335,000	3.000
2004	1,420,000	3.000
2005	1,415,000	3.250
2006	1,470,000	3.375
2007	1,520,000	4.500
2008	1,590,000	3.600
2009	1,645,000	4.000
2010	1,710,000	4.000
2011	1,780,000	4.000
2012	1,850,000	4.250
2013	1,930,000	5.000
2014	2,025,000	5.500

The Bonds shall be dated as of November 1, 2001 and shall be numbered in such manner as the Registrar may determine. Pursuant to the recommendations of the Committee on Uniform Security Identification Procedures, CUSIP numbers may be printed on the Bonds.

The Debt Service Requirements of the Bonds shall be payable in lawful money of the United States of America to the Owners of the Bonds by the Paying Agent. The principal and the final installment of interest shall be payable to the Owner of each Bond upon presentation and surrender thereof at the Principal Operations Office of the Paying Agent at maturity, by check or draft mailed to such Owner at the address appearing on the registration books of the

Enterprise maintained by the Registrar or by wire transfer to such bank or other depository as the Owner shall designate in writing to the Paying Agent. Except as hereinbefore and hereinafter provided, the interest shall be payable to the Owner of each Bond determined as of the close of business on the Regular Record Date, irrespective of any transfer of ownership of the Bond subsequent to the Regular Record Date and prior to such Interest Payment Date, by check or draft or wire transfer directed to such Owner as aforesaid. Any interest not paid when due and any interest accruing after maturity shall be payable to the Owner of each Bond entitled to receive such interest determined as of the close of business on the Special Record Date, irrespective of any transfer of ownership of the Bond subsequent to the Special Record Date and prior to the date fixed by the Paying Agent for the payment of such interest, by check or draft or wire transfer directed to such Owner as aforesaid. Notice of the Special Record Date and of the date fixed for the payment of such interest shall be given by sending a copy thereof by certified or registered first-class, postage prepaid mail, at least fifteen (15) days prior to the Special Record Date, to the Owner of each Bond upon which interest will be paid determined as of the close of business on the day preceding such mailing at the address appearing on the registration books of the Enterprise. If the date for making or giving any payment, determination or notice described herein is not a Business Day, such payment, determination or notice shall be made or given on the next succeeding Business Day.

So long as the Owner of any Bond is the Securities Depository or a nominee thereof, the Securities Depository shall disburse any payments received, through its Participants or otherwise, to the Beneficial Owners.

Neither the Enterprise nor the Paying Agent shall have any responsibility or obligation for the payment to any Participant, any Beneficial Owner or any other Person (except an Owner of Bonds) of the Debt Service Requirements of the Bonds.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee for the Securities Depository, all payments with respect to the Debt Service Requirements of the Bonds shall be made in the manner provided in the Letter of Representations and all notices with respect to the Bonds shall be given in the manner provided in the Letter of Representations. In the event of a conflict between the provisions of this Ordinance and the Letter of Representations, the provisions of this Ordinance shall be controlling.

(2) Payments Under the Bond Insurance Policy. As long as the Bond Insurance Policy is in full force and effect, the Enterprise and the Paying Agent agree to comply with the following procedures for payment thereunder. At least one (1) day prior to each Interest Payment Date the Paying Agent shall determine whether there are sufficient funds on deposit with the Paying Agent to pay the principal of or interest on the Bonds on such Interest Payment Date. If the Paying Agent determines that there are insufficient funds on deposit with the Paying Agent, the Paying Agent shall so notify the Bond Insurer. Such notice shall specify the amount of the anticipated deficiency, the Bonds to which such deficiency is applicable and whether such Bonds will be deficient as to principal or interest, or both. If the Paying Agent has not so notified the Bond Insurer at least one (1) day prior to an Interest Payment Date, the Bond Insurer shall make payments of principal or interest due on the Bonds on or before the first day next following the date on which the Bond Insurer shall have received notice of nonpayment from the Paying Agent.

The Paying Agent shall, after giving notice to the Bond Insurer as provided above, make available to the Bond Insurer and, at the Bond Insurer's direction, to the Insurance Trustee, the registration books of the Enterprise maintained by the Registrar and all records relating to the funds and accounts maintained under this Ordinance.

The Paying Agent shall provide the Bond Insurer and the Insurance Trustee with a list of Owners of Bonds entitled to receive principal or interest payments from the Bond Insurer under the terms of the Bond Insurance Policy and shall make arrangements with the Insurance Trustee to mail checks or drafts to the Owners of Bonds entitled to receive full or partial interest payments from the Bond Insurer and to pay principal upon Bonds surrendered to the Insurance Trustee by the Owners of Bonds entitled to receive full or partial principal payments from the Bond Insurer.

The Paying Agent shall, at the time it provides notice to the Bond Insurer as provided above, notify Owners of Bonds entitled to receive the payment of principal or interest thereon from the Bond Insurer as to the fact of such entitlement, that the Bond Insurer will remit to them all or a part of the interest payments next coming due upon proof of entitlement to interest payments and delivery to the Insurance Trustee, in form satisfactory to the Insurance Trustee, of an appropriate assignment of the Owner's right to payment, that should an Owner be entitled to receive full payment of principal from the Bond Insurer, he, she or it must surrender his, her or its Bonds (along with an appropriate instrument of assignment in form satisfactory to the Insurance Trustee to permit ownership of such

Bonds to be registered in the name of the Bond Insurer) for payment to the Insurance Trustee and not the Paying Agent and that should an Owner be entitled to receive partial payment of principal from the Bond Insurer, he, she or it must surrender his, her or its Bonds for payment thereon first to the Paying Agent, which shall note on such Bonds the portion of the principal paid by the Paying Agent and then, along with an appropriate instrument of assignment in form satisfactory to the Insurance Trustee, to the Insurance Trustee, which will then pay the unpaid portion of principal.

In the event that the Paying Agent has notice that any payment of principal of or interest on a Bond which has become due for payment and which is made to an Owner by or on behalf of the Enterprise has been deemed a preferential transfer and theretofore recovered from its Owner pursuant to the United States Bankruptcy Code by a trustee in bankruptcy in accordance with the final, nonappealable order of a court having competent jurisdiction, the Paying Agent shall, at the time the Bond Insurer is notified as provided above, notify all Owners that in the event that any Owner's payment is so recovered, such Owner will be entitled to payment from the Bond Insurer to the extent of such recovery if sufficient funds are not otherwise available, and the Paying Agent shall furnish to the Bond Insurer its records evidencing the payments of principal of and interest on the Bonds which have been made by the Paying Agent and subsequently recovered from Owners and the dates on which such payments were made.

In addition to those rights granted the Bond Insurer under this Ordinance, the Bond Insurer shall, to the extent it makes payment of principal of or interest on Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Bond Insurance Policy, and to evidence such subrogation, in the case of subrogation as to claims for past due interest, the Paying Agent shall note the Bond Insurer's right as subrogee on the registration books of the Enterprise maintained by the Registrar upon receipt from the Bond Insurer of proof of the payment of interest thereon to the Owners of the Bonds, and, in the case of subrogation as to claims for past due principal, the Paying Agent shall note the Bond Insurer's right as subrogee on the registration books of the Enterprise maintained by Registrar upon surrender of the Bonds by the Owners thereof together with proof of the payment of principal thereof.

(3) Redemption. The Bonds are not subject to either optional or mandatory sinking fund redemption prior to maturity.

(4) Execution and Authentication. The Bonds shall be executed by and on behalf of the Enterprise with the facsimile or manual signature of the President of the Enterprise, shall be attested with the facsimile or manual signature of the Secretary of the Enterprise, shall be countersigned with the facsimile or manual signature of the Treasurer of the Enterprise and shall be authenticated with the manual signature of an authorized signatory of the Registrar. Should any officer whose facsimile or manual signature appears on the Bonds cease to be such officer before delivery of the Bonds to the Purchaser, such facsimile or manual signature shall nevertheless be valid and sufficient for all purposes. No Bond shall be valid or become obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until the certificate of authentication on such Bond shall have been duly executed by an authorized signatory of the Registrar, and such executed certificate upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance.

(5) Registration, Transfer and Exchange. Upon their execution and authentication and prior to their delivery, the Bonds shall be registered for the purpose of payment of principal and interest by the Registrar. Initially, each Bond shall be registered in the name of the Securities Depository or a nominee therefor. Except as hereinafter provided, all of the Bonds shall continue to be registered in the name of the Securities Depository or a nominee therefor. To the extent that typewritten Bonds, rather than printed Bonds, are to be delivered, such modifications to the form of Bond as may be necessary or desirable in such case are hereby authorized and approved. There shall be no substantive change to the terms and conditions set forth in the form of Bond, except as otherwise authorized by this Ordinance or any amendment thereto.

Neither the Enterprise nor the Registrar shall have any responsibility or obligation with respect to the accuracy of the records of the Securities Depository or a nominee therefor or any Participant regarding any ownership interest in the Bonds or the delivery to any Participant, Beneficial Owner or any other Person (except an Owner of Bonds) of any notice with respect to the Bonds.

The Bonds shall be transferable only upon the registration books of the Enterprise by the Transfer Agent at the request of the Owner thereof or his, her or its duly authorized attorney-in-fact or legal representative. The Registrar or Transfer Agent shall accept a Bond for registration or transfer only if the Owner is to be an individual, a corporation, a partnership, or a trust. A Bond may be transferred upon surrender thereof together with a written instrument of transfer duly executed by the Owner or his, her or its duly authorized attorney-in-fact or legal

representative with guaranty of signature satisfactory to the Transfer Agent, containing written instructions as to the details of the transfer, along with the social security number or federal employer identification number of the transferee and, if the transferee is a trust, the names and social security numbers of the settlors and the beneficiaries of the trust. The Owner of any Bond or Bonds may also exchange such Bond or Bonds for another Bond or Bonds of authorized denominations. The Transfer Agent may require payment of a transfer fee for its services as well as a payment of a sum sufficient to defray any tax or other governmental charge that may hereafter be imposed in connection with any transfer or exchange of Bonds. No transfer of any Bond shall be effective until entered on the registration books of the Enterprise. In the case of every transfer or exchange, the Registrar shall authenticate and the Transfer Agent shall deliver to the new Owner a new Bond or Bonds of the same aggregate principal amount, maturing in the same year, and bearing interest at the same per annum interest rate as the Bond or Bonds surrendered. Such Bond or Bonds shall be dated as of their date of authentication. New Bonds delivered upon any transfer or exchange shall be valid obligations of the Enterprise, evidencing the same obligations as the Bonds surrendered, shall be secured by this Ordinance, and shall be entitled to all of the security and benefits hereof to the same extent as the Bonds surrendered. The Enterprise may deem and treat the Person in whose name any Bond is last registered upon the books of the Enterprise as the absolute Owner thereof for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes, and all such payments so made to such Person or upon his, her or its order shall be valid and effective to satisfy and discharge the liability of the Enterprise upon such Bond to the extent of the sum or sums so paid, and the Enterprise shall not be affected by any notice to the contrary. Upon the occurrence of an Event of Default which would require payment by the Bond Insurer under the Bond Insurance Policy, the Bond Insurer and its designated agents shall be afforded access to the registration books of the Enterprise.

Neither the Enterprise nor the Transfer Agent shall have any responsibility or obligation with respect to the accuracy of the records the Securities Depository or its Participants regarding any ownership interest in the Bonds or transfers thereof.

(6) Resignation or Removal of Agents. If, after giving prior written notice to the Bond Insurer, the Paying Agent, Registrar or Transfer Agent shall resign as such, or if the Enterprise or the Bond Insurer shall reasonably determine that the Paying Agent, Registrar or Transfer Agent has breached or become incapable of fulfilling its duties hereunder, the Enterprise may, upon notice mailed to each Owner of Bonds at the addresses last shown on the registration books of the Enterprise, accept the resignation of the Paying Agent, Registrar or Transfer Agent or remove the Paying Agent, Registrar or Transfer Agent and appoint a successor paying agent, registrar or transfer agent. Every such successor paying agent, registrar or transfer agent shall be a Trust Bank approved in writing by the Bond Insurer. It shall not be required that the same institution serve as paying agent, registrar and transfer agent hereunder, but the Enterprise shall have the right to have the same institution serve as paying agent, registrar and transfer agent hereunder. Any such resignation or removal shall become effective only on the appointment of a successor acceptable to the Bond Insurer and acceptance by the successor of its duties hereunder.

(7) Resignation or Removal of Securities Depository. The Enterprise may remove the Securities Depository and the Securities Depository may resign by giving sixty (60) days' written notice to the other of such removal or resignation. Additionally, the Securities Depository shall be removed sixty (60) days after receipt by the Enterprise of written notice from the Securities Depository to the effect that the Securities Depository has received written notice from Participants having interests, as shown in the records of the Securities Depository, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then Outstanding Bonds to the effect that the Securities Depository is unable or unwilling to discharge its responsibilities or a continuation of the requirement that all of the Outstanding Bonds be registered in the name of the Securities Depository or a nominee therefor is not in the best interests of the Beneficial Owners. Upon the removal or resignation of the Securities Depository, the Securities Depository shall take such action as may be necessary to assure the orderly transfer of the computerized book-entry system with respect to the Bonds to a successor securities depository or, if no successor securities depository is appointed as herein provided, the transfer of the Bonds in certificate form to the Beneficial Owners or their designees. Upon the giving of notice by the Enterprise of the removal of the Securities Depository, the giving of notice by the Securities Depository of its resignation or the receipt by the Enterprise of notice with respect to the written notice of Participants referred to herein, the Enterprise may, within sixty (60) days after the giving of such notice, appoint a successor securities depository upon such terms and conditions as the Enterprise shall impose. Any such successor securities depository shall at all times be a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation, and in good standing thereunder. If the Enterprise fails to appoint a successor securities depository within such time period, the Bonds shall no longer be restricted to being registered in the name of the Securities Depository or a nominee therefor, but may be registered in whatever name or names Owners transferring or exchanging Bonds shall designate.

(8) Replacement of Bonds. If any Bond shall have been lost, destroyed or wrongfully taken, the Enterprise shall provide for the replacement thereof upon the Owner's furnishing to the Enterprise: (a) proof of ownership, (b) proof of loss, destruction or theft, (c) a surety bond in the amount of all principal and interest remaining unpaid on the Bond, and (d) payment of the cost of preparing and issuing the new Bond.

(9) Recitals in Bonds. Each Bond shall recite in substance that the Bond is a special and limited obligation of the Enterprise payable solely out of and secured by an irrevocable pledge of and first lien (but not necessarily an exclusive first lien) upon the Pledged Revenues, that the Bond does not constitute a debt or an indebtedness of the Enterprise or the City within the meaning of any constitutional, Charter or statutory provision or limitation, that the Bond is not payable in whole or in part from the proceeds of general property taxes or any other funds of the City or the Enterprise except the Pledged Revenues, and that the full faith and credit of the City is not pledged for the payment of the principal or interest on the Bond. Each Bond shall further recite that it is issued under the authority of the State Constitution, the Supplemental Act, the Charter, the Enterprise Ordinance, and this Ordinance. Pursuant to Section 11-57-210 of the Supplemental Act, such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value.

(10) Form of Bonds. The Bonds shall be in substantially the following form:

[Form of Bond]

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

UNITED STATES OF AMERICA

STATE OF COLORADO COUNTIES OF ADAMS AND JEFFERSON

CITY OF WESTMINSTER
WATER AND WASTEWATER UTILITY ENTERPRISE
WATER AND WASTEWATER REVENUE REFUNDING BOND
SERIES 2001

No. R- _____ \$ _____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Date</u>	<u>CUSIP</u>
___%	December 1, 20__	November 1, 2001	960686 __ _

REGISTERED OWNER: Cede & Co.

PRINCIPAL SUM: _____ DOLLARS

The City of Westminster, Colorado, Water and Wastewater Utility Enterprise (the "Enterprise"), for value received, hereby promises to pay in lawful money of the United States of America, to the Registered Owner (specified above), or registered assigns, solely from the special funds provided therefor, as hereinafter set forth, the Principal Sum (specified above), on the Maturity Date (specified above), with interest thereon at the per annum Interest Rate (specified above), payable semiannually on June 1 and December 1 of each year, commencing on June 1, 2002 from the Original Date (specified above) or the interest payment date to which interest has been paid next preceding the date hereof, whichever is later, to the Maturity Date. If upon presentation at maturity, payment of the Principal Sum is not made as provided herein, interest continues at the Interest Rate until the Principal Sum is paid in full.

This Bond is a special and limited obligation of the Enterprise payable solely out of and secured by an irrevocable pledge of and first lien (but not necessarily an exclusive first lien) upon certain net revenues (the "Pledged Revenues") derived from the water and wastewater facilities of the City of Westminster, Colorado (the "City"), as defined and as more specifically provided in the ordinance duly adopted by the governing body of the Enterprise authorizing the issuance of this Bond (the "Ordinance"). This Bond does not constitute a debt or an indebtedness of the Enterprise or the City within the meaning of any applicable constitutional, charter or statutory provision or limitation. This Bond is not payable in whole or in part from the proceeds of general property taxes or any other funds of the City or the Enterprise except the Pledged Revenues, and the full faith and credit of the City is not pledged for the payment of the principal of or interest on this Bond.

This Bond is authorized and issued under the authority of and in full conformity with the Constitution of the State of Colorado, Title 11, Article 57, Part 2, C.R.S., the City Charter, the Enterprise Ordinance, the Ordinance, and all other laws of the State of Colorado thereunto enabling. Pursuant to Section 11-57-210, C.R.S., this recital shall be conclusive evidence of the validity and the regularity of the issuance of this Bond after its delivery for value. To the extent not defined herein, terms used in this Bond shall have the same meanings as set forth in the Ordinance.

_____ The Bonds are not subject to optional or mandatory sinking fund redemption prior to their respective maturity dates.

Comment [COMMENT1]: FOOTER B SUPPRESSED THIS PAGE TO PULL CORRESPONDING TABLE TO LAST PARAGRAPH TO THIS PAGE.

The principal of and interest on this Bond are payable to the Registered Owner by The Bank of Cherry Creek, N.A., Denver, Colorado, or its successors, as Paying Agent. The principal and final installment of interest are payable to the Registered Owner upon presentation and surrender of this Bond at maturity. As provided in the Ordinance, the interest is payable to the Registered Owner determined as of the close of business on the regular record date, which is the fifteenth day of the calendar month next preceding the interest payment date, irrespective of any transfer of ownership of this Bond subsequent to the regular record date and prior to such interest payment date. Any interest hereon not paid when due and any interest hereon accruing after maturity is payable to the Registered Owner determined as of the close of business on the special record date, which is to be fixed by the Paying Agent for such purpose, irrespective of any transfer of ownership of this Bond subsequent to the special record date and prior to the date fixed by the Paying Agent for the payment of such interest. Notice of the special record date and of the date fixed for the payment of such interest is to be given to the registered owner of each Bond upon which interest will be paid determined as of the close of business on the day preceding such mailing at the address appearing on the registration books of the Enterprise. If the date for making or giving any payment, determination or notice described herein or in the Ordinance is not a Business Day, such payment, determination or notice is to be made or given on the next succeeding Business Day.

This Bond is transferable only upon the registration books of the Enterprise by The Bank of Cherry Creek, N.A., Denver, Colorado, or its successors, as Transfer Agent, at the request of the Registered Owner or his, her or its duly authorized attorney-in-fact or legal representative, upon surrender hereof together with a duly executed written instrument of transfer containing instructions as to the details of the transfer, along with the social security number or federal employer identification number of the transferee and, if the transferee is a trust, the names and social security numbers of the settlors and beneficiaries of the trust. The Registered Owner may also exchange this Bond for another Bond or Bonds of authorized denominations. The Transfer Agent may charge a fee for transfers and exchanges, and in addition, the Transfer Agent may require payment of a sum sufficient to defray any tax or other governmental charge that may hereafter be imposed in connection with any transfer or exchange of Bonds. No transfer of this Bond is to be effective until entered on the registration books of the Enterprise. In the case of every transfer or exchange, the Registrar is to authenticate and the Transfer Agent is to deliver to the new registered owner a new Bond or Bonds of the same aggregate principal amount, maturing in the same year, and bearing interest at the same per annum rate as the Bond or Bonds surrendered. Such Bond or Bonds are to be dated as of their date of authentication. The Enterprise may deem and treat the person or entity in whose name this Bond is last registered upon the books of the Enterprise as the absolute owner hereof for the purpose of receiving payment of the principal of and interest on this Bond and for all other purposes, and all such payments so made to such person or entity or upon his, her or its order will be valid and effective to satisfy and discharge the liability of the Enterprise upon this Bond to the extent of the sum or sums so paid, and the Enterprise will not be affected by any notice to the contrary.

The Bonds are equitably and ratably secured by a lien on the Pledged Revenues, and such Bonds constitute an irrevocable and first lien (but not necessarily an exclusive first lien) upon the Pledged Revenues. Bonds and other types of securities, in addition to the Bonds of this issue, subject to expressed conditions, may be issued and made payable from the Pledged Revenues having a lien thereon subordinate and junior to the lien thereon of the Bonds of this issue or, subject to additional expressed conditions, having a lien thereon on a parity with the lien thereon of the

Bonds of this issue in accordance with the provisions of the Ordinance. The pledge of revenues and other obligations of the Enterprise under the Ordinance may be discharged at or prior to the maturity of the Bonds upon the making of provision for the payment of the Bonds on the terms and conditions set forth in the Ordinance.

Reference is hereby made to the Ordinance and to any and all modifications and amendments thereof for a complete description of the provisions, terms and conditions upon which the Bonds of this issue are issued and secured, including, without limitation, the nature and extent of the security for the Bonds, provisions with respect to the custody and application of the proceeds of the Bonds, the collection and disposition of the revenues and moneys charged with and pledged to the payment of the principal of and interest on the Bonds, a description of the special funds referred to above and the nature and extent of the security and pledge afforded thereby for the payment of the principal of and interest on the Bonds, and the manner of enforcement of said pledge, the payment of the Bonds, the provisions for modifying or amending the Ordinance, as well as the rights, duties, immunities and obligations of the Enterprise and the City, the rights and remedies of the registered owners of the Bonds, as well as the duties and obligations of the Securities Depository and the removal or resignation and subsequent replacement thereof.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon shall have been signed by the Registrar.

IN WITNESS WHEREOF, the Enterprise has caused this Bond to be executed in its name and on its behalf with the facsimile or manual signature of the President of the Enterprise, to be attested with the facsimile or manual signature of the Secretary of the Enterprise, and to be countersigned with the facsimile or manual signature of the Treasurer of the Enterprise.

CITY OF WESTMINSTER, COLORADO,
WATER AND WASTEWATER UTILITY
ENTERPRISE

By: (Facsimile or Manual Signature)

President
ATTEST:

(Facsimile or Manual Signature)
Secretary
Countersigned:

(Facsimile or Manual Signature)
Treasurer

BOND LEGEND

Financial Guaranty Insurance Policy No. 18860BE (the APolicy@) with respect to payments due for principal of and interest on this Bond has been issued by Ambac Assurance Corporation (AAmbac Assurance@). The Policy has been delivered to The Bank of New York, New York, New York, as the Insurance Trustee under said Policy and will be held by such Insurance Trustee or any successor insurance trustee. The Policy is on file and available for inspection at the principal office of the Insurance Trustee and a copy thereof may be secured from Ambac Assurance or the Insurance Trustee. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Obligation acknowledges and consents to the subrogation rights of Ambac Assurance as more fully set forth in the Policy.

CERTIFICATE OF AUTHENTICATION

This Bond is issued pursuant to the Ordinance herein described.

THE BANK OF CHERRY CREEK, N.A.
as registrar

By: (Manual Signature)
Authorized Signatory

Date of Registration and Authentication:

ASSIGNMENT

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

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Name and Address of Assignee)

this Bond and does hereby irrevocably constitute and appoint _____, _____, _____, or its successors, to transfer this Bond on the books kept for registration thereof.

Dated: _____

Signature guaranteed:

(Eligible Guarantor Institution)

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of this Bond in every particular without alteration or enlargement or any change whatever.

[End of Form of Bond]

C. Bonds Equally Secured. The covenants and agreements herein set forth shall be for the equal benefit, protection and security of the Owners of any and all of the Bonds, all of which, regardless of the time or times of their maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as otherwise expressly provided in or pursuant to this Ordinance.

D. Special Obligations. All of the Debt Service Requirements of the Bonds shall be payable solely out of the Pledged Revenues. The Owners of the Bonds and the Bond Insurer may not look to the general fund or any other revenue or fund of the City for the payment of the Debt Service Requirements thereof, except the special funds pledged therefor. The Bonds shall not constitute a debt or indebtedness of the Enterprise or the City within the meaning of any constitutional, Charter or statutory provision or limitation, and the Bonds shall not be considered or held to be general obligations of the City but shall constitute special and limited obligations of the Enterprise. The Bonds are not payable in whole or in part from the proceeds of general property taxes or any other funds of the City

or the Enterprise except the Pledged Revenues, and the full faith and credit of the City is not pledged for payment of the Bonds.

Section 4. Sale of Bonds.

A. Approval of Bond Purchase Agreement . The contract for the purchase of the Bonds is hereby awarded to the Purchaser at the price specified in the Bond Purchase Agreement and upon the terms set forth in this Ordinance. The Manager of the Enterprise or the Treasurer of the Enterprise is hereby authorized to execute the Bond Purchase Agreement on behalf of the Enterprise.

B. Approval of Preliminary Official Statement. The Council hereby approves the Preliminary Official Statement and ratifies the use and distribution thereof by the Purchaser in marketing the Bonds.

C. Delivery. After the Bonds have been duly executed, authenticated and registered as provided herein, the Treasurer of the Enterprise shall cause the Bonds to be delivered to the Purchaser (through the Securities Depository) upon receipt of the agreed purchase price.

Section 5. Disposition of Bond Proceeds and Income; Funds Adopted or Created by Ordinance; Security for Bonds. The proceeds of the Bonds and the Income shall be deposited by the Enterprise in the funds described in this Section 5, to be accounted for in the manner and priority set forth in this Section 5.

Neither the Purchaser nor any subsequent Owner of any Bonds shall be in any manner responsible for the application or disposal by the Enterprise or the City or by any of their officers, agents and employees of the moneys derived from the sale of the Bonds or of any other moneys designated in this Section 5.

The Pledged Revenues and all moneys and securities paid or to be paid to or held or to be held in any fund hereunder are hereby pledged to secure the payment of the Debt Service Requirements of the Bonds and any other Securities payable therefrom, subject to the provisions hereof relating to the Escrow Fund and the Excess Investment Earnings Fund. This pledge shall be valid and binding from and after the date of the first delivery of the Bonds, and the moneys, as received and hereby pledged, shall immediately be subject to the lien of this pledge without any physical delivery thereof, any filing, or further act. The lien of this pledge and the obligation to perform the contractual provisions hereby made shall have priority over any or all other obligations and liabilities of the Enterprise or the City (except as herein otherwise expressly provided), and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Enterprise or the City (except as herein otherwise expressly provided), irrespective of whether such parties have notice thereof. The creation, perfection, enforcement and priority of the pledge of revenues to secure or pay the Bonds as provided herein shall be governed by Section 11-57-208 of the Supplemental Act and this Ordinance.

A. Escrow Fund. There is created in the Escrow Agreement the Escrow Fund, into which the Enterprise shall deposit, forthwith upon receipt of the proceeds of the Bonds, the proceeds of the Bonds after making the deposits required by Sections 5D and 5E of this Ordinance.

The proceeds of the Bonds so deposited in the Escrow Fund, except as herein otherwise expressly provided, shall be used and paid out from time to time solely for the purpose of paying the Cost of the Refunding Project and are pledged therefor.

Moneys shall be applied by the Escrow Bank from the Escrow Fund in the manner provided in the Escrow Agreement. Any moneys remaining in the Escrow Fund after the payment in full of the Refunded Bonds shall be applied as provided in the Escrow Agreement.

Amounts in the Escrow Fund are not subject to a lien thereon or pledge thereof for the benefit of the Owners of the Outstanding Bonds.

B. Water and Wastewater Utility Fund. Except as otherwise provided herein, the entire Income, upon receipt thereof from time to time, shall be deposited immediately in the Water and Wastewater Utility Fund. Operation and Maintenance Expenses shall be paid as provided in Section 5C hereof. The Pledged Revenues on deposit in the Water and Wastewater Utility Fund shall be applied in the following order of priority:

- (1) First, to the Principal and Interest Fund in the manner set forth in Section 5D hereof;

- (2) Second, if required by Section 5E hereof, to the Reserve Fund in the manner set forth in said Section 5E;
- (3) Third, to the Excess Investment Earnings Fund in accordance with Section 5F hereof;
- (4) Fourth, to the payment of the Debt Service Requirements of Subordinate Securities in accordance with Section 5G hereof;
- (5) Fifth, to be used in accordance with Section 5H hereof.

C. Operation and Maintenance Fund. As a first charge on the Water and Wastewater Utility Fund there shall be paid from the Operation and Maintenance Fund the Operation and Maintenance Expenses of the System as they become due and payable.

D. Principal and Interest Fund. There is hereby created the Principal and Interest Fund, into which shall be deposited, forthwith upon receipt of the proceeds of the Bonds, interest accrued thereon from their date to the date of delivery thereof to the Purchaser, to apply to the payment of interest first due on the Bonds.

There shall also be deposited in the Principal and Interest Fund from the Pledged Revenues the following amounts:

(1) Interest Payments. Monthly, commencing on the first day of the first month following the date of delivery of the Bonds, an amount in equal monthly installments necessary, together with any other moneys from time to time available therefor from whatever source, to pay the next maturing installment of interest on the Bonds then Outstanding, and monthly thereafter, commencing on each Interest Payment Date, one-sixth of the amount necessary, together with any other moneys from time to time available therefor and on deposit therein from whatever source, to pay the next maturing installment of interest on the Bonds then Outstanding.

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

If prior to any Interest Payment Date or Maturity Date there has been accumulated in the Principal and Interest Fund the entire amount necessary to pay the next maturing installment of interest or principal, or both, the payment required in subparagraph (1) or (2) (whichever is applicable) of this paragraph, may be appropriately reduced; but the required monthly amounts again shall be so credited to such account commencing on such Interest Payment Date or Maturity Date.

The moneys deposited in the Principal and Interest Fund shall be used to pay the Debt Service Requirements of the Bonds, any Additional Parity Bonds and any other Parity Securities then Outstanding, as such Debt Service Requirements become due, except as otherwise provided in this Ordinance. The Principal and Interest Fund shall be maintained as a sinking fund for the mandatory redemption of any Term Bonds. Any mandatory sinking fund redemption shall be treated as an installment of principal for purposes of this Section 5D.

E. Reserve Fund. There is hereby created the Reserve Fund. Not later than 60 days following the end of each Fiscal Year of the Enterprise, the Treasurer of the Enterprise shall certify the amount of Pledged Revenues received and the amount of the Combined Maximum Annual Debt Service Requirements for the Bonds and any Parity Securities. Beginning on the first day of the month following a certification by the Treasurer of the Enterprise that in the Fiscal Year immediately preceding such certification the Enterprise did not receive Pledged Revenues in an amount at least equal to 150% of the Combined Maximum Annual Debt Service Requirements for the Bonds and any Parity Securities, the Enterprise shall, subject to the payments required by Section 5D hereof, deposit Pledged Revenues into the Reserve Fund in twelve equal monthly installments sufficient to accumulate the Reserve Fund Requirement.

The Reserve Fund shall continue to be maintained after it has been established as a continuing reserve for the payment of the Debt Service Requirements of the Bonds, any Additional Parity Bonds or other Parity Securities to which the Reserve Fund is pledged. In the event that the amount on deposit in the Reserve Fund falls below the Reserve Fund Requirement, there shall be deposited in the Reserve Fund such Pledged Revenues as may be needed to accumulate or reaccumulate the amount therein so that at all times the amount of the Reserve Fund equals the

Reserve Fund Requirement. The moneys in the Reserve Fund shall be set aside, accumulated, and, if necessary, reaccumulated as provided herein, from time to time, and maintained as a continuing reserve to be used only to prevent deficiencies in the Principal and Interest Fund resulting from failure to deposit therein sums sufficient to pay such Debt Service Requirements of the Bonds, any Additional Parity Bonds or other Parity Securities to which the Reserve Fund is pledged as the same become due.

If at any time there shall not be deposited for any reason in the Principal and Interest Fund the full amount above stipulated, then there shall be deposited in the Principal and Interest Fund at such time from the Reserve Fund an amount equal to the difference between that paid from the Pledged Revenues and the full amount so stipulated. The money so used shall be replaced to the Reserve Fund from the first Pledged Revenues thereafter received and not required to be otherwise applied by Section 5D hereof.

Nothing in this Ordinance shall be construed as limiting the right of the Enterprise to substitute for any cash deposit which may be required to be maintained hereunder a Surety Bond to ensure that cash in the amount otherwise required to be maintained hereunder will be available to the Enterprise as needed, provided that any such substitution shall be approved by the Bond Insurer and shall not cause the then-current ratings of the Bonds to be adversely affected. Any such Surety Bond shall be deposited with the Paying Agent, which shall ascertain the necessity for a claim against or draw upon the Surety Bond and provide notice to the issuer thereof in accordance with its terms prior to each Interest Payment Date. The Paying Agent and the Enterprise shall use all cash in the Reserve Fund before drawing on a Surety Bond. If there is more than one Surety Bond on deposit in the Reserve Fund, the Paying Agent shall draw on them on a pro rata basis, based upon the amount available to be drawn on each.

The Reserve Fund shall be replenished in the following priority: first, principal and interest on any Surety Bonds on deposit therein shall be paid on a pro rata basis from first available Pledged Revenues; second, after all such amounts are paid in full, amounts necessary to fund the Reserve Fund in an amount equal to the Reserve Fund Requirement, after taking into account the amounts available under any Surety Bond or Surety Bonds, shall be deposited from next available Pledged Revenues.

F. Excess Investment Earnings Fund. There is hereby created the Excess Investment Earnings Fund, into which there shall be deposited, subject to the payments required by Section 5D and 5E hereof, Pledged Revenues in the amount of required arbitrage rebate, if any, due to the federal government under Sections 103 and 148(f)(2) of the Tax Code. The Treasurer of the Enterprise shall determine the required arbitrage rebate amount in the manner required by said sections and related regulations and shall pay such amount from the Excess Investment Earnings Fund, provided, however, that required arbitrage rebate payments shall be made to the federal government from legally available funds regardless of whether there are any Pledged Revenues, remaining proceeds or other funds attributable to the Bonds that are available for the purpose.

All amounts in the Excess Investment Earnings Fund, including income earned from investment thereof, shall be held by the Treasurer of the Enterprise free and clear of any lien created by this Ordinance, to the extent such amounts are required to be paid over to the federal government. The Treasurer of the Enterprise shall pay over to the federal government from time to time such amounts as the Treasurer of the Enterprise shall determine, provided that the Treasurer of the Enterprise shall so pay over to the federal government not less frequently than once each five (5) years after the date of issuance of the Bonds, an amount equal to ninety percent (90%) of the required arbitrage rebate amount earned during such period (and not theretofore paid to the federal government) and not later than sixty (60) days after the redemption of the last Bond, one hundred percent (100%) of the required arbitrage rebate amount.

G. Payment of Subordinate Securities. Subject to the payments required by Sections 5D and 5E hereof, any remaining Pledged Revenues may be used for the payment of Debt Service Requirements of Subordinate Securities payable from the Pledged Revenues and authorized to be issued in accordance with this Ordinance, including reasonable reserves for such Subordinate Securities; but the lien of such Subordinate Securities on the Pledged Revenues and the pledge thereof for the payment of such Subordinate Securities shall be subordinate to the lien and pledge of the Bonds, any Additional Parity Bonds and any other Parity Securities as herein provided.

H. Use of Remaining Revenues. Subject to the payments required or permitted by Sections 5D through 5G hereof, any remaining Pledged Revenues may be used for any one or any combination of lawful purposes.

I. Termination of Deposits. No payment need be made into the Principal and Interest Fund or the Reserve Fund if the amount of cash and Permitted Investments in the Principal and Interest Fund and the Reserve Fund is at

least equal to the entire amount of the Outstanding Bonds and any Outstanding Additional Parity Bonds and Parity Securities, as to all Debt Service Requirements, to their respective Maturity Dates or to any Redemption Dates on which the Enterprise shall have exercised or shall have obligated itself to exercise its option to redeem, prior to their respective Maturity Dates, any Bonds, any Additional Parity Bonds and any other Parity Securities then Outstanding and thereafter maturing (provided that, solely for the purpose of this Section 5H, there shall be deemed to be a credit to the Principal and Interest Fund moneys, any cash or Permitted Investments accounted for in any other fund and restricted solely for the purpose of paying the Debt Service Requirements of the Bonds, any Additional Parity Bonds or any other Parity Securities), in which case cash or Permitted Investments in the Principal and Interest Fund in an amount, except for any known interest or other gain to accrue from any investment or deposit of moneys pursuant to Section 6B hereof from the time of any such investment or deposit to the time or respective times the proceeds of any such investment or deposit shall be needed for such payment, at least equal to such Debt Service Requirements, shall be used together with any such gain from such investments and deposits solely to pay such Debt Service Requirements as the same become due.

J. Budget and Appropriation of Sums. The sums required to make the payments specified in this Section 5 are hereby appropriated for said purposes. Said amounts for each year shall be included in the annual budget and the appropriation ordinance or measures to be adopted or passed in each year respectively while the Bonds, either as to principal or interest, are Outstanding and unpaid.

Section 6. General Administration of Funds.

A. Places and Times of Deposits. Each of the special funds described in Section 5 hereof shall be maintained by the City as trust funds solely for the purposes herein designated therefor. For purposes of investment of moneys, nothing herein prevents the commingling of moneys accounted for in any two or more such funds pertaining to the Income. Such funds shall be continuously secured to the fullest extent required by the ordinances of the City and, to the extent applicable, the laws of the State for the securing of public funds and shall be irrevocable and not withdrawable by anyone for any purpose other than the respective designated purposes of such funds. Each periodic payment shall be deposited in the proper fund not later than the date therefor herein designated, except that when any such date shall not be a Business Day, then such payment shall be made on or before the preceding Business Day.

B. Investment of Funds. Any moneys in any fund described in Section 5 hereof (except for the Escrow Fund which shall be governed by the terms of the Escrow Agreement) may be invested, reinvested or deposited only in Permitted Investments. Permitted Investments in any fund shall be deemed at all times to be a part of the applicable fund; provided that with the exception of the Reserve Fund and the Excess Investment Earnings Fund, the interest accruing on such investments and any profit realized therefrom shall be applied, and any loss resulting from such investments shall be charged, to the Water and Wastewater Utility Fund. Interest and profit realized from investments in the Reserve Fund shall be applied thereto; provided that, so long as the amount therein equals the Reserve Fund Requirement, such interest and profit shall be transferred to the Principal and Interest Fund. Any loss resulting from such investments in the Reserve Fund shall be charged thereto. Permitted Investments shall be valued by the Treasurer of the Enterprise quarterly as provided in Exhibit D as attached to the Commitment. If on any valuation date the market value of investments in the Reserve Fund is less than the Reserve Fund Requirement due to market fluctuations, the deficiency shall be remedied no later than the next quarterly valuation date. The City shall present for redemption or sale on the prevailing market any securities or obligations so purchased as an investment of moneys in a given fund whenever it shall be necessary to do so in order to provide moneys to meet any required payment or transfer from such fund. The City shall not invest any moneys accounted for hereunder if any such investment would contravene the covenant concerning arbitrage in Section 9U hereof.

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

D. Character of Funds. Except as provided in Section 5E hereof, the moneys in any fund herein authorized shall consist of lawful money of the United States of America or Permitted Investments or both such money and Permitted Investments. Moneys deposited in a demand or time deposit account in a Commercial Bank or other depository, appropriately secured according to the ordinances of the City and, to the extent applicable, the laws of the State, shall be deemed lawful money of the United States of America.

E. Accelerated Payments Optional. Nothing contained herein prevents the accumulation in any fund herein designated of any monetary requirements at a faster rate than the rate or minimum rate, as the case may be, provided

therefor, but no payment shall be so accelerated if such acceleration shall cause a default in the payment of any obligation of the Enterprise pertaining to the Income.

Section 7. Prior Redemption of Refunded Bonds.

A. Election to Redeem. The Council has elected and does hereby declare its intent to exercise on the behalf and in the names of the City and the Enterprise its option: 1) to redeem on December 1, 2002, the Series 1992A Bonds maturing on and after December 1, 2003 at the redemption price equal to the principal amount of the Series 1992A Bonds so redeemed and accrued interest thereon to December 1, 2002 and 2) to redeem on December 1, 2004, the Series 1994 Bonds maturing on and after December 1, 2005 at the redemption price equal to the principal amount of the Series 1994 Bonds so redeemed and accrued interest thereon to December 1, 2004. The City and the Enterprise are hereby obligated to exercise such option, which option shall be deemed to have been exercised when notice thereof is duly given as provided in this Section. On the date of issuance of the Bonds, the City and the Enterprise shall give the paying agent for the Refunded Bonds written instructions to give the notice of the redemption and defeasance of the Refunded Bonds. Such written instructions shall be irrevocable.

B. Notice of Redemption and Defeasance. Notices of prior redemption and defeasance of the Refunded Bonds shall be given by the paying agent for the Refunded Bonds in accordance with Section 6C of the Series 1992A Bond Ordinance and with Section 3B(3) of the Series 1994 Bond Ordinance, respectively. Such notices of prior redemption and defeasance shall be given forthwith upon the issuance of the Bonds and again not more than sixty nor less than thirty days prior to December 1, 2002 and December 1, 2004, respectively, and shall be in substantially the following form:

(FORM OF NOTICE)

NOTICE OF PRIOR REDEMPTION AND DEFEASANCE
OF
CITY OF WESTMINSTER, COLORADO
GENERAL OBLIGATION WATER BONDS
SERIES 1992A - CUSIP _____*
AND
CITY OF WESTMINSTER, COLORADO
WATER AND WASTEWATER UTILITY ENTERPRISE
WATER AND WASTEWATER REVENUE BONDS
SERIES 1994 - CUSIP 960686 ____*

NOTICE IS HEREBY GIVEN that the City of Westminster, Colorado (the "City") and the City of Westminster, Colorado, Water and Wastewater Utility Enterprise (the "Enterprise") have caused to be deposited in escrow with The Bank of Cherry Creek, N.A., in Denver, Colorado (the "Escrow Bank") refunding bond proceeds and other moneys which have been invested (except possibly for an initial cash balance remaining uninvested) in bills, certificates of indebtedness, notes or bonds which are direct obligations of, or the principal and interest of which securities are unconditionally guaranteed by, the United States of America, to refund, pay and discharge the principal of, and interest on the outstanding (i) City of Westminster, Colorado, General Obligation Water Bonds, Series 1992A (the "1992A Bonds") and (ii) City of Westminster, Colorado, Water and Wastewater Utility Enterprise, Water and Wastewater Revenue Bonds, Series 1994 (the "1994 Bonds") (collectively, the "Refunded Bonds") as the same comes due on and after December 1, 2001. In accordance with Section 21 and Section 9 of the ordinances pursuant to which the Refunded Bonds were respectively issued, upon the depositing of such refunding bond proceeds and other moneys, the Refunded Bonds are deemed to have been paid within the meaning of such ordinances and are no longer deemed to be outstanding within the meaning of such ordinances.

The 1992A Bonds maturing on and after December 1, 2003 will be called for redemption on December 1, 2002, and the 1994 Bonds maturing on and after December 1, 2005 will be called for redemption on December 1, 2004. On such dates, the redemption price equal to the principal amount of the Refunded Bonds so redeemed will become due and payable at the office of The Bank of Cherry Creek, N.A., as the paying agent for the Refunded Bonds (the "Paying Agent"), located in Denver, Colorado, and thereafter interest on the Refunded Bonds will cease to accrue. The principal of the Refunded Bonds maturing on December 1, 2002 and December 1, 2004 will be paid on such maturity date upon presentation thereof to the Paying Agent. Interest due on December 1, 2002 and December 1, 2004 for the Refunded Bonds shall be paid by check mailed by the Paying Agent in the manner provided by the Refunded Bonds.

According to a report of Clifton Gunderson LLP, certified public accountants in Greenwood Village, Colorado, moneys deposited with the Escrow Bank, including the known minimum yield from such investments and any temporary reinvestments and the initial cash balance remaining uninvested, are fully sufficient at the time of the

deposit and at all times subsequent, to pay the principal of and interest on the Refunded Bonds as the same become due after June 1, 2001 up to and including December 1, 2004.

The Refunded Bonds should be presented for payment at the office of the Paying Agent on their maturity date or the applicable redemption date specified above, as applicable, along with a completed Form W-9 in order to avoid a 30.5% backup withholding as required by the Interest and Dividend Compliance Act of 1983.

DATED at Denver, Colorado, this _____, 200_.

THE BANK OF CHERRY CREEK, N.A., as Paying Agent

By _____
Authorized Signatory

*The CUSIP numbers are for convenience only. Neither the City, the Enterprise nor the Paying Agent makes any representation as to their correctness.

(END OF FORM OF NOTICE)

Section 8. Priorities; Liens; Issuance of Additional Bonds.

A. Liens on Pledged Revenues; Equality of Bonds, Additional Parity Bonds and Other Parity Securities. Except as expressly provided in this Ordinance with respect to Additional Parity Bonds, Parity Securities and Subordinate Securities, the Pledged Revenues shall be and hereby are irrevocably pledged and set aside to pay the Debt Service Requirements of the Bonds.

The Bonds constitute an irrevocable and first lien (but not necessarily an exclusive first lien) upon the Pledged Revenues.

The Bonds, any Additional Parity Bonds and any other Parity Securities authorized to be issued and from time to time Outstanding are equitably and ratably secured by a lien on the Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Pledged Revenues regardless of the time or times of the issuance thereof, it being the intention of the Enterprise that there shall be no priority among the Bonds, any Additional Parity Bonds and any other Parity Securities, regardless of the fact that they may be actually issued and delivered at different times.

B. Issuance of Additional Parity Bonds. Nothing herein, subject to the limitations stated in Section 8F hereof, prevents the issuance by the Enterprise or the City of Additional Parity Bonds payable from the Pledged Revenues and constituting a lien on the Pledged Revenues on a parity with, but not prior or superior to, the lien thereon of the Bonds; but before any such Additional Parity Bonds are authorized or actually issued, the following conditions shall be satisfied:

(1) Absence of Default. At the time of the adoption of the supplemental ordinance or other instrument authorizing the issuance of the Additional Parity Bonds as provided in Section 8F hereof, the Enterprise shall not be in default in making any payments required by Section 5 hereof and there shall not have occurred and be continuing any Event of Default.

(2) Historic Revenues Tests. Except as hereinafter provided in the case of Additional Parity Bonds issued for the purpose of refunding less than all of the Bonds and other Parity Securities then Outstanding, the Pledged Revenues for the last complete Fiscal Year prior to the issuance of the proposed Additional Parity Bonds, as certified by a Consulting Engineer or Independent Auditor, must have been equal to at least one hundred twenty-five percent (125%) of the Combined Maximum Annual Debt Service Requirements of the Bonds then Outstanding, any Additional Parity Bonds then Outstanding, any other Parity Securities then Outstanding and the Additional Parity Bonds proposed to be issued. If any adjustment in water or wastewater rates, fees, tolls or charges or tap fees, or any combination thereof, is made by the City during such Fiscal Year, the Consulting Engineer or Independent Auditor shall adjust the calculation of the Pledged Revenues to reflect the amount thereof that would have been received if such adjustment had been in effect throughout such Fiscal Year. For purposes of this Section 8B(2), when computing the Maximum Annual Debt Service Requirements for any issue of Securities bearing interest at a variable, adjustable, convertible or other similar rate which is not fixed for the entire term thereof, it shall be assumed that any such Securities Outstanding at the time of the computation will bear interest during any period at

the highest of (a) the actual rate on the date of calculation, or if the Securities are not yet outstanding, the initial rate (if established and binding), (b) if the Securities have been outstanding for at least twelve (12) months, the average rate over the twelve (12) months immediately preceding the date of calculation, and (c) (i) if interest on the Securities is excludable from gross income under the applicable provisions of the Tax Code, the most recently published Bond Buyer 25 Bond Revenue Index (or comparable index if no longer published) plus fifty (50) basis points, or (ii) if interest is not so excludable, the interest rate on direct Federal Securities with comparable maturities plus fifty (50) basis points. It shall further be assumed that any such Securities which may be tendered prior to maturity for purchase at the option of the Owner thereof will mature on their stated Maturity Dates or mandatory Redemption Dates. The Enterprise or the City shall be permitted to treat any fixed rate payable on an interest rate exchange agreement or "swap" contract as the interest rate on any such issue of Securities if the counterparty to such agreement or contract has unconditionally agreed to pay all interest due on such Securities and the counterparty has been approved in writing by the Bond Insurer. In the case of Additional Parity Bonds issued for the purpose of refunding less than all of the Bonds and other Parity Securities then Outstanding, compliance with this Section 8B(2) shall not be required so long as the Debt Service Requirements payable on all Bonds and other Parity Securities Outstanding after the issuance of such Additional Parity Bonds on each Interest Payment Date does not exceed the Debt Service Requirements payable on all Bonds and other Parity Securities Outstanding prior to the issuance of such Additional Parity Bonds on such Interest Payment Dates.

(3) Adequate Reserves. The Reserve Fund shall be fully funded in accordance with Section 5E hereof, and the proceedings under which any such Additional Parity Bonds are issued must provide for the deposit of moneys to the Reserve Fund on substantially the same terms as provided in Section 5E hereof and contain a covenant by the City to maintain the Reserve Fund in an amount equal to the Reserve Fund Requirement. If such action is deemed to be necessary or desirable in order to comply with any statute or regulation governing the exemption from federal income taxes of interest on any such Additional Parity Bonds, the proceedings under which any such Additional Parity Bonds are issued may provide for the deposit of moneys to a reserve account (other than the Reserve Fund) established and maintained for such Additional Parity Bonds on substantially the same terms as provided in Section 5E hereof and contain a covenant by the City to maintain such reserve fund or account in an amount equal to the Reserve Fund Requirement, except as may be necessary to comply with such statute or regulation. Any such reserve account shall have a claim to the Pledged Revenues equal to and on a parity with that of the Reserve Fund.

C. Certification of Historic Revenues. Where certifications of historic revenues are required by this Ordinance, the specified and required written certifications of the Consulting Engineer or Independent Auditor that revenues are sufficient to pay the required amounts shall be conclusively presumed to be accurate in determining the right of the Enterprise to authorize, issue, sell and deliver Additional Parity Bonds or other Parity Securities.

D. Subordinate Securities Permitted. Nothing herein, except the limitations stated in Section 8F hereof, prevents the Enterprise or the City from issuing Subordinate Securities for any lawful purpose.

E. Superior Securities Prohibited. Neither the Enterprise nor the City shall issue any Superior Securities.

F. Supplemental Ordinances. Additional Parity Bonds or Subordinate Securities shall be issued only after authorization thereof by ordinance, supplemental ordinance or other instrument in substantially the same form as this Ordinance, stating the purpose or purposes of the issuance of such additional Securities, directing the application of the proceeds thereof to such purpose or purposes, directing the execution thereof, and fixing and determining the date, series designation, principal amount, maturity or maturities, maximum rate or rates of interest, and prior redemption privileges with respect thereto, and providing for payments to and from the Water and Wastewater Utility Fund in accordance with this Ordinance. All additional Securities shall bear such date, shall be payable as to principal on December 1 and as to interest on June 1 and December 1 and shall be subject to redemption prior to maturity on such terms and conditions, as may be provided, and shall bear interest at such rate or rates as may be fixed by ordinance, instrument or other document. Nothing herein shall be construed to prohibit the issuance of additional Securities payable from the Pledged Revenues, the principal of which is payable more frequently than annually or the interest on which is payable more frequently than semiannually.

Section 9. Covenants.

The Enterprise hereby particularly covenants and agrees with the Owners of the Bonds from time to time, and makes provisions which shall be a part of the contract with such Owners, which covenants and provisions shall be kept by the Enterprise or the City continuously until all of the Bonds have been fully paid and discharged:

A. Rate Maintenance. The City shall prescribe, revise, and collect water and wastewater rates, fees, tolls, and charges and tap fees or any combination thereof, which shall produce Income sufficient, together with any other moneys legally available therefor and deposited in the Water and Wastewater Utility Fund, to make the payments and accumulations required by this Ordinance and which shall produce Pledged Revenues in each Fiscal Year sufficient, together with all other moneys legally available therefor and deposited in the Water and Wastewater Utility Fund after payment of Operation and Maintenance Expenses, to pay an amount at least equal to one hundred twenty-five percent (125%) of the actual Debt Service Requirements of the Outstanding Bonds and any Outstanding or proposed Additional Parity Bonds or other Outstanding Parity Securities plus any amounts required to meet then existing deficiencies pertaining to any fund relating to the Pledged Revenues or any Securities payable therefrom. For purposes of this Section 9A, when computing the actual Debt Service Requirements for any issue of Securities bearing interest at a variable, adjustable, convertible or other similar rate which is not fixed for the entire term thereof, it shall be assumed that any such Securities Outstanding at the time of the computation will bear interest during any period at the actual rate applicable during said period. It shall further be assumed that any such Securities which may be tendered prior to maturity for purchase at the option of the Owner thereof will mature on their stated Maturity Dates or mandatory Redemption Dates. The City shall be permitted to treat any fixed rate payable on an interest rate exchange agreement or "swap" contract as the interest rate on any such issue of Securities if the counterparty to such agreement or contract has unconditionally agreed to pay all interest due on such Securities and the counterparty has been approved in writing by the Bond Insurer.

In the event that such rates, fees, tolls, and charges and tap fees at any time should not be sufficient to make all of the payments and accumulations required by this Ordinance, the City shall increase its rates, fees, tolls, and charges and tap fees to such extent as to insure the payments and accumulations required by the provisions of this Ordinance.

B. Collection of Charges. The City shall cause all water and wastewater rates, fees, tolls, and charges and tap fees to be billed promptly and collected as soon as reasonable, shall prescribe and enforce rules and regulations or impose contractual obligations for the payment thereof, to the end that the Pledged Revenues shall be adequate to meet the requirements of this Ordinance and any other ordinance or instrument supplemental thereto. The rates, fees, tolls, and charges and tap fees due shall be collected in any lawful manner.

C. Competent Management. The City shall employ experienced and competent management personnel for each component of the System. If the Enterprise shall fail to pay the Debt Service Requirements of the Bonds promptly as the same become due, or if the Enterprise or the City shall fail to keep any of the covenants herein contained, and if such default shall continue for a period of sixty (60) days, or if the Pledged Revenues in any Fiscal Year, together with other legally available moneys deposited in the Water and Wastewater Utility Fund, shall fail to equal at least the amount of the Debt Service Requirements of the Bonds and other obligations payable from the Pledged Revenues due in the same Fiscal Year, the City shall retain a firm of competent management Persons skilled in the operation of water and wastewater facilities to assist in the management of the System so long as such default continues or the said revenues, proceeds and income are less than the amount hereinabove designated.

D. Performance of Duties. The City, acting by and through its officers, or otherwise, shall faithfully and punctually perform, or cause to be performed, all duties with respect to the Income and the System required by the Constitution and laws of the State and the ordinances, resolutions and contracts of the Enterprise or the City, including, without limitation, the proper segregation of the proceeds of the Bonds and the Income and their application from time to time to the respective funds provided therefor.

E. Costs of Bonds and of Performance. Except as otherwise specifically provided herein, all costs and expenses incurred in connection with the issuance of the Bonds, payment of the Debt Service Requirements thereof or the performance of or compliance with any covenant or agreement contained in this Ordinance shall be paid exclusively (but only from the appropriate special fund in the manner authorized herein) from the proceeds of the Bonds, from the Pledged Revenues, or from other legally available moneys, and in no event shall any of such costs or expenses be required to be paid out of or charged to the general fund of the City.

F. Contractual Obligations. The Enterprise shall perform all contractual obligations undertaken by it under the Bond Purchase Agreement, and the Enterprise or the City shall perform all contractual obligations undertaken by it under any other agreements relating to the Bonds, the Income, the Refunding Project, or the System.

G. Further Assurances. At any and all times the Enterprise or the City shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge, deliver, and file or record all and every such further instruments, acts, deeds, conveyances, assignments, transfers, other documents, and assurances as may be necessary or desirable for the

better assuring, conveying, granting, assigning and confirming all and singular the rights, the Pledged Revenues and other funds hereby pledged, or intended so to be, or which the Enterprise or the City may hereafter become bound to pledge, or as may be reasonable and required to carry out the purposes of this Ordinance. The Enterprise, acting by and through its officers, or otherwise, shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Pledged Revenues and other funds pledged hereunder and all the rights of every Owner of any of the Bonds against all claims and demands of all Persons whomsoever.

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

I. Efficient Operation and Maintenance. The City shall at all times operate the System properly and in a sound and economical manner. The City shall maintain, preserve and keep the System properly or cause the same so to be maintained, preserved, and kept, with the appurtenances and every part and parcel thereof in good repair, working order and condition, and shall from time to time make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the maintenance of the System may be properly and advantageously conducted. All salaries, fees, wages and other compensation paid by the City in connection with the repair, maintenance and operation of the System shall be fair and reasonable.

J. Records and Accounts. The City shall keep proper books of record and account showing complete and correct entries of all transactions relating to the funds referred to herein.

K. Rules, Regulations and Other Details. The City, acting by and through its officers, shall establish and enforce reasonable rules and regulations governing the construction, operation, care, repair, maintenance, management, control, use, commodities, and services of the System. The City shall observe and perform all of the terms and conditions contained in this Ordinance and shall comply with all valid acts, rules, regulations, orders and directives of any legislative, executive, administrative or judicial body applicable to the System or the City.

L. Payment of Governmental Charges. The Enterprise shall pay or cause to be paid all taxes and assessments or other municipal or governmental charges, if any, lawfully levied or assessed upon or in respect of the System or upon any part thereof or upon any portion of the Income, when the same shall become due, and shall duly observe and comply with all valid requirements of any municipal or governmental authority relative to the System, or any part thereof, except for any period during which the same are being contested in good faith by proper legal proceedings. The Enterprise shall not create or suffer to be created any lien or charge upon the System, or any part thereof, or upon the Income, except the pledge and lien created by this Ordinance for the payment of the Debt Service Requirements due in connection with the Bonds and except as herein otherwise permitted. The Enterprise shall pay or cause to be discharged or shall make adequate provision to satisfy and to discharge, within ninety (90) days after the same shall become payable, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon the System, or any part thereof, or the Income, but nothing herein requires the Enterprise to pay or to cause to be discharged or to make provision for any such tax, assessment, lien or charge, so long as the validity thereof is contested in good faith and by appropriate legal proceedings.

M. Protection of Security. The Enterprise and the City and their officers, agents and employees shall not take any action in such manner or to such extent as might prejudice the security for the payment of the Debt Service Requirements of the Bonds and any other securities payable from the Pledged Revenues according to the terms thereof. No contract shall be entered into nor any other action taken by which the rights of any Owner of any Bonds or other Security payable from Pledged Revenues might be prejudicially and materially impaired or diminished.

N. Accumulation of Interest Claims. In order to prevent any accumulation of claims for interest after maturity, the Enterprise shall not directly or indirectly extend or assent to the extension of the time for the payment of any claim for interest on any of the Bonds or any other Securities payable from the Pledged Revenues; and the Enterprise shall not directly or indirectly be a party to or approve any arrangements for any such extension or for the purpose of keeping alive any of such claims for interest. If the time for the payment of any such installment of interest is extended in contravention of the foregoing provisions, such installment or installments of interest after such extension or arrangement shall not be entitled in case of default hereunder to the benefit or the security of this

Ordinance, except upon the prior payment in full of the principal of all of the Bonds and any such securities the payment of which has not been extended.

O. Prompt Payment of Bonds. The Enterprise shall promptly pay the Debt Service Requirements of every Bond on the dates and in the manner specified herein and in the Bonds according to the true intent and meaning hereof.

P. Use of Funds. The funds described herein shall be used solely and only, and the moneys deposited in such funds are hereby pledged, for the purposes described herein, subject to Section 10 hereof.

Q. Additional Securities. Neither the Enterprise nor the City shall hereafter issue any Securities relating to the System and payable from the Pledged Revenues, other than the Bonds, without compliance with the requirements with respect to the issuance of Additional Parity Bonds or other Securities set forth herein to the extent applicable.

R. Other Liens. Other than Subordinate Securities issued by the Enterprise in 1997, 1998 and 2000, there are no liens or encumbrances of any nature whatsoever on or against the System, or any part thereof, or on or against the Pledged Revenues.

S. Disposal of System Prohibited. Subject to Section 9V hereof, except for the use of the System and the sale of commodities or services pertaining thereto in the normal course of business, neither all nor a substantial part of the System shall be sold, mortgaged, pledged, encumbered, alienated or otherwise disposed of, until all of the Bonds have been paid in full, as to all Debt Service Requirements thereof, or unless provision has been made therefor, or until the Bonds have otherwise been redeemed, including, without limitation, the termination of the pledge as herein authorized. Subject to Section 9V hereof, the City shall not dispose of its title to the System or to any useful part thereof, including any property necessary to the operation and use of the System and the lands and interests in lands comprising the System.

T. Fidelity Bonds or Insurance. Each official or other person having custody of any Pledged Revenues or responsible for their handling shall be fully bonded or insured at all times, which bond or insurance shall be conditioned upon the proper application of said moneys. Nothing herein shall be construed to prohibit the City from providing any insurance required hereunder by an actuarially sound self-insurance plan or program.

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

V. Disposal of Property. No part of the System shall be sold, leased, mortgaged, pledged, encumbered or otherwise disposed of or otherwise alienated, until all of the Bonds have been paid in full, or unless provision has been made therefor, or until the Bonds have otherwise been redeemed; provided, however, that the City may sell, exchange or lease at any time and from time to time any property or facilities constituting part of the System and not needed or useful in the construction, reconstruction or operation thereof; but any proceeds of any such sale or exchange received and not used to replace such property so sold or exchanged and any proceeds of any such lease received shall be deposited in the Water and Wastewater Utility Fund as Income.

W. Loss from Condemnation. If any part of the System is taken by the exercise of a power of eminent domain, the amount of any award received by the City as a result of such taking shall be expended upon the improvement of the System or shall be applied to the redemption of the Outstanding Bonds and any other Outstanding Securities payable from the Pledged Revenues in accordance with the provisions hereof and of any other ordinance authorizing the issuance of any such Securities at maturity or upon prior redemption if the authorizing ordinances authorize the prior redemption of such Securities.

X. Inspection of Records and System. Any Owner of any of the Bonds or any other Securities payable from the Pledged Revenues, any duly authorized agent or agents of such Owner, the Purchaser and the Bond Insurer shall have the right at all reasonable times to inspect all records, accounts and data relating thereto, concerning the Bonds, the System or the Income, to make copies of such records, accounts and data at their own expense, and to inspect the System and properties comprising the same. The Enterprise shall permit the Bond Insurer to discuss the affairs, finances and accounts of the Enterprise or any information the Bond Insurer may reasonably request regarding the security for the Bonds with appropriate officers of the Enterprise.

Y. Audits Required. The City, annually following the close of each Fiscal Year, shall order an audit for the Fiscal Year of the books and accounts pertaining to the Enterprise to be made forthwith by an Independent Auditor and order an audit report for each fund pertaining to the Income. The City shall furnish a copy of each such audit report and any other annual report or financial statement of the Enterprise to the Bond Insurer (attn: Surveillance Department) as soon as practicable after the preparation thereof. The Bond Insurer shall have the right to direct an accounting at the expense of the Enterprise, and the failure of the Enterprise to comply with such direction within thirty (30) days after receipt of written notice of the direction from the Bond Insurer shall be deemed a default hereunder; provided, however, that if compliance cannot occur within such period, then such period shall be extended so long as compliance is begun within such period and diligently pursued, but only if such extension would not materially adversely affect the interests of any Owner of the Bonds.

Z. Insurance and Reconstruction. The City shall at all times maintain with responsible insurers all such insurance reasonably required and obtainable within limits and at costs deemed reasonable by the City as is customarily maintained with respect to water and wastewater facilities of like character against loss of or damage to the System and against public and other liability to the extent at least reasonably necessary to protect the interest of the City and of each Owner of Bonds or any other Securities payable from the Pledged Revenues, except as herein otherwise provided. If any useful part of the System shall be damaged or destroyed, the City shall, as expeditiously as possible, commence and diligently proceed with the repair or replacement of the damaged or destroyed property so as to restore the same to use. The proceeds of any insurance appertaining to the System shall be payable to the City and (except for proceeds of use and occupancy insurance) shall be applied to the necessary costs involved in such repair and replacement, and to the extent not so applied shall (together with the proceeds of any such use and occupancy insurance) be deposited in the Water and Wastewater Utility Fund as Income. If the costs of such repair and replacement of the damaged or destroyed property exceed the proceeds of such property insurance available for payment of the same, moneys in the Water and Wastewater Utility Fund shall be used to the extent necessary for such purpose. Nothing herein shall be construed to prohibit the City from providing any insurance required hereunder by an actuarially sound self-insurance plan or program.

AA. Notices and Certificates. The Enterprise shall provide to the Bond Insurer (attn: Surveillance Department) the following: notice of defeasance of the Bonds; any other notice given to the Owners of the Bonds; copies of any certificates given pursuant to this Ordinance relating to the security for the Bonds; and such additional information as the Bond Insurer may reasonably request. The City shall notify the Bond Insurer (attn: General Counsel Office) of any failure of the Enterprise to provide such notices and certificates. Notwithstanding any other provision of this Ordinance, the Enterprise or the City shall immediately notify the Bond Insurer (attn: General Counsel Office) if at any time there are insufficient moneys to make any payments of principal or interest as required and immediately upon the occurrence of any Event of Default.

BB. Continuing Disclosure. The Enterprise will comply with the provisions of the Continuing Disclosure Certificate.

Section 10. Defeasance.

When all Debt Service Requirements of the Bonds have been duly paid, the Bonds shall no longer be deemed to be Outstanding within the meaning of this Ordinance, and the pledge and lien and all obligations hereunder shall thereby be discharged. There shall be deemed to be such due payment of the Bonds when the Enterprise has placed in escrow or in trust with a Trust Bank moneys or Federal Securities in an amount sufficient (including the known minimum yield available for such purpose from Federal Securities in which such amount wholly or in part may be initially invested) to pay all Debt Service Requirements of the Bonds, as the same become due at their Maturity Dates. The Federal Securities shall be non-callable and shall become due prior to the respective times at which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the Enterprise and such bank at the time of the creation of the escrow or trust, or the Federal Securities shall be subject to redemption at the option of the Owner thereof to assure such availability as so needed to meet such schedule.

Nothing herein shall be construed to prohibit a partial defeasance of the Outstanding Bonds in accordance with the provisions of this Section 10.

Notwithstanding anything herein to the contrary, in the event that the principal or interest due on the Bonds shall be paid by the Bond Insurer pursuant to the Bond Insurance Policy, the Bonds shall remain Outstanding for all purposes, shall not be defeased or otherwise satisfied and shall not be considered paid by the Enterprise, and the assignment and pledge of the Pledged Revenues and all covenants, agreements and other obligations of the Enterprise to the Owners of the Bonds shall continue to exist and shall run to the benefit of the Bond Insurer, and the Bond Insurer shall be subrogated to the rights of such Owners.

Section 11. Default Provisions and Remedies of Bond Owners.

A. Events of Default. Each of the following events is hereby declared to be and to constitute an Event of Default by the Enterprise:

(1) Nonpayment of Principal or Premium. Payment of the principal of any of the Bonds is not made from sources other than the Bond Insurance Policy when the same becomes due and payable;

(2) Nonpayment of Interest. Payment of any interest on any of the Bonds is not made from sources other than the Bond Insurance Policy when the same becomes due and payable;

(3) Incapacity to Perform. The Enterprise or the City for any reason becomes incapable of fulfilling its obligations hereunder;

(4) Nonperformance of Duties. The Enterprise or the City shall have failed to carry out and to perform (or in good faith to begin the performance of) all acts and things lawfully required to be carried out or to be performed by it under any contract relating to the Income or to the System, including, without limitation, this Ordinance, and such failure shall continue for sixty (60) days after receipt of notice from the Owners of twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding; provided that if such failure cannot be cured within such sixty (60) days and if during that period corrective action has commenced to remedy such failure and subsequently is diligently pursued by the Enterprise or the City to the completion of such performance, an Event of Default shall not be deemed to have occurred;

(5) Failure to Reconstruct. The City discontinues or unreasonably delays or fails to carry out with reasonable dispatch the reconstruction or replacement of any revenue-producing part of the System which is condemned, destroyed or damaged and is not promptly repaired or replaced (whether such failure to repair the same is due to impracticality of such repair or replacement, or is due to a lack of moneys therefor, or for other reason);

(6) Appointment of Receiver. An order or decree is entered by a court of competent jurisdiction, with the consent or acquiescence of the City, appointing a receiver or receivers for the System or for the Income and any other moneys subject to the lien to secure the payment of the Bonds, or if any order or decree, having been entered without the consent or acquiescence of the City, is not vacated or discharged or stayed on appeal within sixty (60) days after entry;

(7) Default of Any Provision. The Enterprise or the City makes any default in the due and punctual performance of any other of the representations, covenants, conditions, agreements and other provisions contained in the Bonds or in this Ordinance on its part to be performed, other than those delineated in Section 9BB hereof, and if such default continues for sixty (60) days after written notice, specifying such default and requiring the same to be remedied, is given to the Enterprise or the City by the Owners of twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding; provided that if such default cannot be cured within such sixty (60) days and if during that period corrective action has commenced to remedy such default and subsequently is diligently pursued to the completion of such performance, an Event of Default shall not be deemed to have occurred;

(8) Payment Default on Parity Securities. The Enterprise fails to pay when due any Debt Service Requirements of any Parity Securities.

B. Remedies for Defaults. The Owner or Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding, including, without limitation, a trustee or trustees therefor, may proceed against the Enterprise or the City and their agents, officers and employees to protect and to enforce the rights of any Owner of Bonds under this Ordinance by mandatory injunction or by other suit, action, or special

proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or an operating trustee or for the specific performance of any covenant or agreement contained herein or for any proper legal or equitable remedy as such Owner or Owners may deem most effectual to protect and to enforce the rights aforesaid, or thereby to enjoin any act or thing which may be unlawful or in violation of any right of any Owner of any Bond, or to require the Enterprise to act as if it were the trustee of an expressed trust, or any combination of such remedies, or as otherwise may be authorized by any statute or other provision of law. All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of the Bonds, any Additional Parity Bonds or other Parity Securities then Outstanding. Any receiver or operating trustee appointed in any proceedings to protect the rights of such Owners hereunder may collect, receive and apply all Income arising after the appointment of such receiver or operating trustee in the same manner as the City itself might do. The consent to any such appointment is hereby expressly granted by the City. Any reorganization or liquidation plan with respect to the Enterprise must be acceptable to the Bond Insurer. In the event of any reorganization or liquidation, the Bond Insurer shall have the right to vote on behalf of all Owners of Bonds insured by the Bond Insurer under the Bond Insurance Policy, absent a default by the Bond Insurer under the Bond Insurance Policy. Notwithstanding the foregoing or any other applicable provision of law, no Event of Default shall result in acceleration of any obligation of the Enterprise represented by the Bonds.

C. Rights and Privileges Cumulative. The failure of any Owner of any Outstanding Bond to proceed in any manner herein provided shall not relieve the Enterprise or the City or any of its officers, agents or employees of any liability for failure to perform to carry out any duty, obligation or other commitment. Each right or privilege of any such Owner or trustee therefor is in addition and is cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any Owner shall not be deemed a waiver of any other right or privilege thereof. Each Owner of any Bond shall be entitled to all of the privileges, rights and remedies provided or permitted in this Ordinance and as otherwise provided or permitted by law or in equity or by statute, except as provided in Sections 13A and 13B hereof, and subject to the applicable provisions concerning the Income and the proceeds of the Bonds. Nothing herein affects or impairs the right of any Owner of any Bond to enforce the payment of the Debt Service Requirements due in connection with this Bond or the obligation of the Enterprise to pay the Debt Service Requirements of each Bond to the Owner thereof at the time and the place expressed in such Bond.

D. Duties Upon Default. Upon the happening of any of the Events of Default as provided in Section 11A hereof, the Enterprise or the City, in addition, will do and perform all proper acts on behalf of and for the Owners of the Outstanding Bonds to protect and to preserve the security created for the payment of their Bonds and to insure the payment of the Debt Service Requirements of the Bonds promptly as the same become due. If the Enterprise or the City fails or refuses to proceed as in this Section 11D provided, the Owner or Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding, after demand in writing, may proceed to protect and to enforce the rights of the Owners of the Bonds as hereinabove provided; and to that end any such Owners of Outstanding Bonds shall be subrogated to all rights of the Enterprise or the City under any agreement or contract involving the Pledged Revenues entered into prior to the effective date of this Ordinance or thereafter while any of the Bonds are Outstanding. Nothing herein requires the Enterprise or the City to proceed as provided herein if it determines in good faith and without any abuse of its discretion that if it so proceeds it is more likely than not to incur a net loss rather than a net gain or such action is likely to affect materially and prejudicially the Owners of the Outstanding Bonds and any Outstanding Parity Securities.

E. Evidence of Security Owners. Any request, consent or other instrument which this Ordinance may require or may permit to be signed and to be executed by the Owner of any Bonds or other securities may be in one instrument or more than one instrument of similar tenor and shall be signed or may be executed by each Owner in person or by his attorney appointed in writing. Proof of the execution of any such instrument or of any instrument appointing any such attorney, or the ownership by any Person of the securities, shall be sufficient for any purpose of this Ordinance (except as otherwise herein expressly provided) if made in the following manner:

(1) Proof of Execution. The fact and the date of the execution by any Owner of any Bonds or other securities or his, her or its attorney of such instrument may be proved by the certificate, which need not be acknowledged or verified, of any officer of a bank or trust company satisfactory to the Secretary of the Enterprise or of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he or she purports to act, that the individual signing such request or other instrument acknowledged to him the execution, duly sworn to before such notary public or other officer; the authority of the individual or individuals executing any such instrument on behalf of a corporate Owner of any securities may be established without further proof if such instrument is signed by an individual purporting to be the president or vice-president of such corporation with the corporate seal affixed and attested by an individual purporting to be its secretary or an assistant secretary; and the authority of any Person or Persons executing any such instrument in any fiduciary or representative capacity may be

established without further proof if such instrument is signed by a Person or Persons purporting to act in such fiduciary or representative capacity; and

(2) Proof of Ownership. The amount of Bonds owned by any Person executing any instrument as an Owner of Bonds, and the numbers, date and other identification thereof, together with the date of his, her or its ownership of the Bonds, shall be determined from the registration books of the Enterprise. The amount of other securities, if applicable, owned by any Person executing any instrument as an owner of such securities, and the numbers, date and other identification thereof, together with the date of his, her or its ownership, if in bearer form, may be proved by a certificate which need not be acknowledged or verified, in form satisfactory to the Secretary of the Enterprise, executed by a member of a financial firm or by an officer of a bank or trust company, insurance company or financial corporation or other depository satisfactory to the Secretary of the Enterprise, or by any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he or she purports to act, showing at the date therein mentioned that such Person exhibited to such member, officer, notary public or other officer so authorized to take acknowledgments of deeds or had on deposit with such depository the securities described in such certificate or, if in registered form shall be determined from the related registration books; but the Secretary of the Enterprise may nevertheless in his or her discretion require further or other proof in cases where he or she deems the same advisable.

F. Warranty Upon Issuance of Bonds. Any of the Bonds as herein provided, when duly executed and registered for the purposes provided for in this Ordinance, shall constitute a warranty by and on behalf of the Enterprise for the benefit of each and every future Owner of any of the Bonds that the Bonds have been issued for a valuable consideration in full conformity with law.

G. Rights of Bond Insurer. Anything in this Ordinance to the contrary notwithstanding, upon the occurrence and continuance of an Event of Default, the Bond Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted to the Owners of the Bonds under this Ordinance.

H. Immunities of Purchaser. The Purchaser and any associate thereof are under no obligation to any Owner of the Bonds for any action that they may not take or in respect of anything that they may or may not do by reason of any information contained in any reports or other documents received by them under the provisions of this Ordinance. The immunities and exemption from liability of the Purchaser and any associate thereof hereunder extend to their officers, directors, successors, assigns, employees and agents.

Section 12. Amendment of Ordinance.

A. Amendment of Ordinance Not Requiring Consent of Bond Owners. The Enterprise may, without the consent of, or (except as otherwise provided herein) notice to, the Owners of the Bonds, adopt such ordinances supplemental hereto (which amendments shall thereafter form a part hereof) for any one or more or all of the following purposes:

- (1) To cure or correct any formal defect, ambiguity or inconsistent provision contained in this Ordinance;
- (2) To appoint successors to the Paying Agent, Registrar or Transfer Agent as provided in Section 3B(7) hereof;
- (3) To designate a trustee for the Owners of the Bonds, to transfer custody and control of the Income to such trustee, and to provide for the rights and obligations of such trustee;
- (4) To add to the covenants and agreements of the Enterprise or the City or the limitations and restrictions on the Enterprise or the City set forth herein;
- (5) To pledge additional revenues, properties or collateral to the payment of the Bonds;
- (6) To cause this Ordinance to comply with the Trust Indenture Act of 1939, as amended from time to time; or
- (7) To effect any such other changes hereto which do not in the opinion of nationally recognized bond counsel materially adversely affect the interests of the Owners of the Bonds.

B. Amendment of Ordinance Requiring Consent of Bond Owners. Exclusive of the amendatory ordinances covered by Section 12A hereof, this Ordinance may be amended or modified by ordinances or other instruments

duly adopted by the Enterprise, without receipt by it of any additional consideration, but with the written consent of the Owners of sixty-six percent (66%) in aggregate principal amount of the Bonds Outstanding at the time of the adoption of such amendatory ordinance, provided that no such amendatory ordinance shall permit:

- (1) Changing Payment. A change in the maturity or in the terms of redemption of the principal of any Outstanding Bond or any installment of interest thereon; or
- (2) Reducing Return. A reduction in the principal amount of any Bond or the rate of interest thereon without the consent of the Owner of the Bond; or
- (3) Prior Lien. The creation of a lien upon or a pledge of revenues ranking prior to the lien or to the pledge created by this Ordinance; or
- (4) Modifying Amendment Terms. A reduction of the principal amount or percentages of Bonds, or any modification otherwise affecting the description of Bonds, otherwise changing the consent of the Owners of Bonds, which may be required herein for any amendment hereto; or
- (5) Priorities Among Bonds or Parity Securities. The establishment of priorities as among Bonds issued and Outstanding under the provisions of this Ordinance or as among Bonds and other Parity Securities; or
- (6) Partial Modification. Any modifications otherwise materially and prejudicially affecting the rights or privileges of the Owners of less than all of the Bonds then Outstanding.

Whenever the Enterprise proposes to supplement or amend this Ordinance under the provisions of this Section 12B, it shall give notice of the proposed supplement or amendment by mailing such notice to the Purchaser or to any successor thereof known to the Secretary of the Enterprise, to all Owners of Bonds at the addresses appearing on the registration books of the Enterprise. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory ordinance or other instrument is on file in the office of the Secretary of the Enterprise for public inspection.

C. Time for and Consent to Amendment. Whenever at any time within one (1) year from the date of the completion of the notice required to be given by Section 12B hereof there shall be filed in the office of the Secretary of the Enterprise an instrument or instruments executed by the Owners of at least sixty-six percent (66%) in aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed amendatory ordinance or other instrument described in such notice and shall specifically consent to and approve the adoption of such ordinance or other instrument, thereupon, but not otherwise, the Council may adopt such amendatory ordinance or instrument and such ordinance or instrument shall become effective. If the Owners of at least sixty-six percent (66%) in aggregate principal amount of the Bonds then Outstanding, at the time of the adoption of such amendatory ordinance or instrument, or the predecessors in title of such Owners, shall have consented to and approved the adoption thereof as herein provided, no Owner of any Bond whether or not such Owner shall have consented to or shall have revoked any consent as herein provided shall have any right or interest to object to the adoption of such amendatory ordinance or other instrument or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the Enterprise from taking any action pursuant to the provisions thereof. Any consent given by the Owner of a Bond pursuant to the provisions thereof shall be irrevocable for a period of six (6) months from the date of the completion of the notice above provided for and shall be conclusive and binding upon all future Owners of the same Bond during such period. Such consent may be revoked at any time after six (6) months from the completion of such notice, by the Owner who gave such consent or by a successor in title, by filing notice of such revocation with the Secretary of the Enterprise, but such revocation shall not be effective if the Owners of sixty-six percent (66%) in aggregate principal amount of the Bonds Outstanding as herein provided, prior to the attempted revocation, shall have consented to and approved the amendatory instrument referred to in such revocation. Consent to any such amendatory ordinance or other instrument by the Bond Insurer pursuant to Section 12H hereof shall be conclusive and binding upon all other Owners.

D. Unanimous Consent. Notwithstanding anything in the foregoing provisions contained, the terms and the provisions of this Ordinance, or of any ordinance or instrument amendatory thereof, and the rights and the obligations of the Enterprise and the City and of the Owners of the Bonds may be modified or amended in any respect (except as would adversely affect the rights of the Owners of any Parity Securities) upon the adoption by the Enterprise and upon the filing with the Secretary of the Enterprise of an instrument to that effect and with the consent of the Owners of all the then Outstanding Bonds, such consent to be given in the manner provided in

Section 12C hereof; and no notice to Owners of Bonds shall be required as provided in Section 12B hereof, nor shall the time of consent be limited except as may be provided in such consent.

E. Exclusion of Bonds. At the time of any consent or of other action taken hereunder the Registrar shall furnish to the Secretary of the Enterprise a certificate, upon which the Secretary of the Enterprise may rely, describing all Bonds to be excluded for the purpose of consent or of other action or of any calculation of Outstanding Bonds provided for hereunder, and, with respect to such excluded Bonds, the Enterprise shall not be entitled or required with respect to such Bonds to give or obtain any consent or to take any other action provided for hereunder.

F. Notation on Bonds. Any of the Bonds delivered after the effective date of any action taken as provided in Section 12B hereof, or Bonds Outstanding at the effective date of such action, may bear a notation thereon by endorsement or otherwise in form approved by the Council as to such action; and if any such Bonds so executed and delivered after such date does not bear such notation, then upon demand of the Owner of any Bond Outstanding at such effective date and upon presentation of his, her or its Bond for such purpose at the principal office of the Enterprise, suitable notation shall be made on such Bond by the Secretary of the Enterprise as to any such action. If the Council so determines, new Bonds so modified as in the opinion of the Council to conform to such action shall be prepared, executed and delivered; and upon demand of the Owner of any Bond then Outstanding, shall be exchanged without cost to such Owner for Bonds then Outstanding upon surrender of such Outstanding Bonds.

G. Proof of Instruments and Bonds. The fact and date of execution of any instrument under the provisions of this Section 12, the amount and number of the Bonds owned by any Person executing such instrument, and the date of his registering the same may be proved as provided by Section 11E hereof.

H. Consent of Bond Insurer. Any provision of this Ordinance expressly recognizing or granting rights in or to the Bond Insurer may not be amended in any manner which affects the rights of the Bond Insurer hereunder without the prior written consent of the Bond Insurer.

The consent of the Bond Insurer shall be required in lieu of the consent of Bond Owners, when required, for the following purposes: execution and delivery of any amendatory or supplemental ordinance, removal of the Paying Agent, Registrar or Transfer Agent and selection and appointment of any successor paying agent, registrar and transfer agent and initiation or approval of any other action which requires consent of Bond Owners, provided that the Bond Insurer is not in default under the Bond Insurance Policy.

Section 13. Miscellaneous.

A. Character of Agreement. None of the covenants, agreements, representations, or warranties contained herein or in the Bonds shall ever impose or shall be construed as imposing any liability, obligation, or charge against the City or against the credit of the City payable out of the general fund or any other fund of the City (except the special funds pledged therefor).

Pursuant to the Enterprise Ordinance the Enterprise is authorized to make covenants on behalf of the City and to bind the City to perform any obligation relating to the System other than any multiple-fiscal year direct or indirect debt or other financial obligation of the City without adequate present cash reserves pledged irrevocably and held for payments in future years. Notwithstanding anything in this Ordinance to the contrary, no such covenant of the Enterprise on behalf of the City that would constitute such a direct or indirect debt or other financial obligation of the City may be enforced against the City.

B. No Pledge of Property. The payment of the Bonds is not secured by an encumbrance, mortgage or other pledge of property of the City or the Enterprise except for the Pledged Revenues. No property of the City or the Enterprise, subject to such exception with respect to the Pledged Revenues, pledged for the payment of the Bonds, shall be liable to be forfeited or taken in payment of the Bonds.

C. Statute of Limitations. No action or suit based upon any Bond or other obligation of the Enterprise or the City shall be commenced after it is barred by any statute of limitations pertaining thereto. Any trust or fiduciary relationship between the Enterprise and the Owner of any Bond or the obligee regarding any such obligation shall be conclusively presumed to have been repudiated on the Maturity Date or other due date thereof unless the Bond is presented for payment or demand for payment of such other obligation is otherwise made before the expiration of the applicable limitation period. Any moneys from whatever source derived remaining in any fund or account reserved, pledged or otherwise held for the payment of any such obligation, action or suit, the collection of which has been

barred, shall revert to the Water and Wastewater Utility Fund, unless the Council shall otherwise provide by ordinance. Nothing herein prevents the payment of any such Bond or other obligation after an action or suit for its collection has been barred if the Council deems it in the best interests of the Enterprise or the public so to do and orders such payment to be made.

D. Delegated Duties. The officers of the Enterprise are hereby authorized and directed to enter into such agreements and take all action necessary or appropriate to effectuate the provisions of this Ordinance and to comply with the requirements of law, including, without limitation:

(1) Printing of Bonds. The printing of the Bonds, and, if necessary or desirable, the preparation of typewritten Bonds in an aggregate principal amount equal to that of the Bonds, otherwise in substantially the same form and bearing the same terms;

(2) Execution, Registration and Delivery of Bonds. The execution and registration of the Bonds and the delivery of the Bonds to the Purchaser pursuant to the provisions of this Ordinance and the Bond Purchase Agreement;

(3) Information. The assembly and dissemination of financial and other information concerning the Enterprise, the City and the Bonds including, without limitation, the information required by the Continuing Disclosure Certificate;

(4) Official Statement. The preparation of the Official Statement for the use of buyers of the Bonds, including, without limitation, the Purchaser; and

(5) Documents and Closing Certificates. The execution of the Commitment, the Paying Agent Agreement, the Letter of Representations, the Bond Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Certificate and such certificates as may be reasonably required by the Purchaser, relating, inter alia, to:

- (e) The signing of the Bonds;
- (f) The tenure and identity of the officials of the Enterprise;
- (g) If in accordance with fact, the absence of litigation, pending or threatened, affecting the validity of the Bonds;
- (h) The tax treatment of interest on the Bonds under federal and State income tax laws;
- (i) The delivery of the Bonds and the receipt of the Bond purchase price;
- (j) The accuracy and completeness of information provided in the Official Statement.

The form, terms and provisions of the Paying Agent Agreement, the Continuing Disclosure Certificate, the Bond Purchase Agreement, the Escrow Agreement and the Letter of Representations are hereby approved, and the Enterprise shall enter into and perform its obligations thereunder in substantially the forms of such documents presented to the Council at this meeting, with such changes as may be approved by the Treasurer of the Enterprise or the Manager of the Enterprise, subject to the parameters and restrictions contained in this Ordinance; and the officers of the Enterprise and the City are hereby authorized and directed to execute and deliver such documents as required hereby.

E. Successors. Whenever herein the Enterprise or the City is named or is referred to, such provision shall be deemed to include any successors of the Enterprise or the City, whether so expressed or not. All of the covenants, stipulations, obligations and agreements by or on behalf of and other provisions for the benefit of the Enterprise or the City contained herein shall bind and inure to the benefit of any officer, board, district, commission, authority, agency, instrumentality or other Person or Persons to whom or to which there shall be transferred by or in accordance with law any right, power or duty of the Enterprise or the City or of its respective successors, if any, the possession of which is necessary or appropriate in order to comply with any such covenants, stipulations, obligations, agreements or other provisions hereof.

F. Rights and Immunities. Except as herein otherwise expressly provided, nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon or to give or grant to any Person, other than the

Enterprise and the City, the Bond Insurer, the Paying Agent, Registrar and Transfer Agent, the Escrow Bank and the Owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof. All the covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the Enterprise or the City shall be for the sole and exclusive benefit of the Enterprise or the City, the Bond Insurer, the Paying Agent, Registrar and Transfer Agent, the Escrow Bank and any Owners of the Bonds.

No civil recourse shall be available for the payment of the Debt Service Requirements of the Bonds or for any claim based thereon or otherwise upon this Ordinance authorizing their issuance or any other ordinance or instrument pertaining thereto, against any individual member of the Council, or any officer or other agent of the Enterprise past, present or future, either directly or indirectly through the Council, the Enterprise, or otherwise, whether by virtue of any constitution, statute or rule of law or by the enforcement of any penalty or otherwise, all such recourse, if any, being by the acceptance of the Bonds and as a part of the consideration of their issuance specially waived and released, as provided by Section 11-57-209 of the Supplemental Act.

G. Bond Insurer as Third-Party Beneficiary. To the extent that this Ordinance confers upon or gives or grants to the Bond Insurer any right, remedy or claim under or by reason of this Ordinance, the Bond 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.

H. Facsimile Signatures. Pursuant to the Uniform Facsimile Signature of Public Officials Act, part 1 of article 55 of title 11, C.R.S., the President, the Secretary and the Treasurer of the Enterprise shall forthwith, and in any event prior to the time the Bonds are delivered to the Purchaser, file with the Colorado Secretary of State their manual signatures certified by them under oath.

I. Ordinance Irrepealable. This Ordinance is, and shall constitute, a legislative measure of the Enterprise and after any of the Bonds are issued, this Ordinance shall constitute an irrevocable contract between the Enterprise and the Owner or Owners of the Bonds; and this Ordinance, subject to the provisions of Sections 10 and 12 hereof, shall be and shall remain irrepealable until the Bonds, as to all Debt Service Requirements, shall be fully paid, cancelled or discharged.

J. Ratification. All action not inconsistent with the provisions of this Ordinance heretofore taken by the Enterprise or its officers, and otherwise by the Enterprise directed toward the issuance of the Bonds is hereby ratified, approved and confirmed.

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

L. Severability. If any section, subsection, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability thereof shall not affect any of the remaining sections, subsections, paragraphs, clauses or provisions of this Ordinance.

M. Emergency. Due to the immediate need by the City for proceeds of the Bonds in order to carry out the Refunding Project, an emergency exists which requires the immediate passage of this Ordinance as an emergency measure, and this Ordinance is immediately necessary for the preservation of the public peace, health or safety. This Ordinance shall therefore be exempt from referendum.

PASSED AND ADOPTED AS AN EMERGENCY MEASURE this 12th day of November, 2001.

CITY OF WESTMINSTER, COLORADO,
WATER AND WASTEWATER UTILITY
ENTERPRISE

By: _____
President

Attest:

Secretary



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
November 12, 2001

SUBJECT: Resolution No. 65 re Contingency Transfer for Historical Marker CIP

Prepared by: Emily Moon, Management Assistant

Summary Statement

- City Council action is requested to adopt a resolution authorizing a General Fund contingency transfer of funds in the amount of \$30,000 to the Historical Marker Capital Improvement Project account.
- These funds will be allocated for the graphic design, bronzing and installation of Westminster historical markers during 2002 and 2003.
- At the September 15, 2001 Budget Retreat, City Council directed Staff to draft a resolution to transfer contingency funds to a Capital Improvement Project account for the historical marker program.

Expenditure Required: \$ 30,000

Source of Funds: General Fund contingency transfer

Recommended City Council Action

Adopt Resolution No. 65 transferring \$30,000 from the General Fund contingency account to the Historical Marker Capital Improvement Project account.

Policy Issue(s)

Does the City Council wish to fund the historical marker program through a \$30,000 contingency fund transfer?

Alternative(s)

1. Allocate an amount other than \$30,000 for the historical marker program. Changing the amount of funding will result in a greater or lesser number of markers to be designed and installed during the two-year period.
2. Do not allocate funds from the General Fund contingency. Funding is not available within the current City operating or capital budgets for this expense. This project cannot proceed if funds are not allocated.

Background Information

Previously, City Councilor Moss asked Staff to research the creation and implementation of a historical marker program in Westminster. On April 12, 2000, Staff presented a report that outlined such a program with the objective of increasing public awareness of Westminster's history and celebrating historical events, individuals and accomplishments. City Council agreed to proceed with developing a historical marker program and asked Staff to make a recommendation regarding implementation of the program to City Council. Development of the program included contacting local community leaders for suggestions of possible historic people, places, or events to be recognized. A wide variety of possible subjects resulted from these contacts and Staff narrowed the long list of suggestions to ten recommended topics for the first phase of the historical marker program. On November 22, 2000, Staff presented the list of recommended markers and recommended supporting the historical marker program for Westminster. City Council directed Staff to implement a process to place the ten recommended historical markers. The list of the first phase of markers is attached.

Due to Staff turnover, the implementation of the historical marker program was delayed until autumn of 2001. At the September 15, 2001 Budget Retreat, City Council considered ways to fund the historical marker program and directed Staff to draft a resolution to transfer \$30,000 in 2001 General Fund contingency to a Capital Improvement Program account for the project. City Council directed Staff to use the contingency funds to proceed in the design and installation of the first phase of ten markers in original Westminster and to use any remaining funds for design and installation of additional markers in the City during 2002 and 2003. The current balance of the General Fund Contingency is \$1,323,738.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment(s)

RESOLUTION

RESOLUTION NO. 65

INTRODUCED BY COUNCILORS:

SERIES OF 2001

WHEREAS, City Council supports the Westminster Historical Marker Project as a program designed to increase public awareness of Westminster's history, and

WHEREAS, the Historical Marker Project is an opportunity to commemorate historical events, individuals and accomplishments in Westminster, and

WHEREAS, a transfer from the General Fund Contingency account is needed to fund this project, and

WHEREAS, the General Fund Contingency balance is \$1,323,738.

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

Section 1. The City Manager is hereby authorized to transfer \$30,000 from the General Fund Contingency account into the appropriate Capital Improvement Project account as follows:

80175005200 Historical Marker Program Capital Improvement Project

Passed and adopted this 12th day of November, 2001.

ATTEST:

Mayor

City Clerk

First Phase of the Historical Markers

Community leaders that have made significant contributions to the area and the City:

1. Edward Bowles

Bowles came to Colorado in 1863 and homesteaded to the south of what is now 72nd Avenue.
To be located: In front of Bowles' house at 72nd Avenue and Newton Street

2. Pleasant DeSpain

DeSpain was one of the area's earliest settlers. Under the Homestead Act in 1870, DeSpain claimed title to 160 acres of land north of what is now 76th Avenue, between Lowell Boulevard and Federal Boulevard.

To be located: At 80th Avenue and Lowell Boulevard

3. The Westminster City Charter Commission

This citizens' commission was responsible for writing the City Charter and for establishing home rule in Westminster. Voters approved the City Charter in January 1958.

To be located at: 76th Avenue in front of the former City Hall

Historic Places that are representative of Westminster:

4. Lucky Day Ranch

This ranch was owned and operated by Roy D. Barnes. He acquired a portion of the Madison Orchard land on which he built his home and a racetrack. Mr. Barnes brought the first quarter horse racing to Colorado.

To be located: 76th Avenue and Bradburn Boulevard

5. Union High School

Union was the first high school in the area and was its own school district. Union High School was placed on the National Register of Historic Places in January 2000.

To be located at: 72nd Avenue and Lowell Boulevard

6. Westminster Grange

Organized in 1910 and named after the University, the social life of the community centered around the Grange. Community meetings, dances, potluck dinners and talent contests were held at the Grange for many years.

To be located at: 73rd Avenue in front of Grange Hall

7. Westminster University

The University opened in 1908 and was called the "Princeton of the West." The City was named in honor of the University.

To be located at: 82nd Avenue and Hooker Street, by Bishop Square Park

Noteworthy Events in Westminster History:

8. Hometown Christmas Tree

This tree was planted as a community Christmas tree in 1923.

To be located at: 73rd Avenue and Bradburn Boulevard

9. Building of the May Hoover Clack home

This marker will celebrate the community's effort to build a home for Westminster High School student May Hoover.

To be located at: 76th Avenue and Lowell Boulevard

10. Building of the Denver-Boulder Turnpike

This construction project threatened to divide Westminster and would have effectively stopped the growth of the City if the underpass at Lowell had not been built.

To be located at: Turnpike Drive on the west side of Lowell Boulevard



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
November 12, 2001

SUBJECT: Councillor's Bill No. 72 re Revisions to Office of Emergency Management

Prepared by: Mike Reddy, Emergency Preparedness Coordinator

Summary Statement

City Council action is requested to adopt the attached Councillor's Bill revising Title 1, Chapter 32 of the City of Westminster Municipal Code concerning the Office of Emergency Management. The attached proposed ordinance reflects the changes that are recommended to better facilitate a comprehensive emergency management program and to bring this ordinance up to date.

Revisions to Title 1, Chapter 32 of the City's Municipal Code are necessary in order to:

- Clarify the different functions of the executive and legislative branches of City government.
- Establish an Office of Emergency Management and appoint an Emergency Management Coordinator.
- Commit to a comprehensive emergency management program.

Expenditure Required: \$0

Source of Funds: N/A

Recommended City Council Action

Pass Councillor's Bill No. 72 on first reading, to modify and update Title 1, Chapter 32 of the Westminster Municipal Code regarding the City's Emergency Management System.

SUBJECT: Councillor's Bill No. 72 re Revisions to Office of Emergency Management Page 2

Policy Issue(s)

This ordinance revision creates a comprehensive emergency management program that requires maintenance of specific emergency procedures and resource information, along with the need for implementing standardized incident command training.

Alternative(s)

The Council may determine that the existing ordinance, focused on emergency preparedness and annual exercises, adequately addresses legal requirements and the development of a comprehensive emergency management program is not necessary.

Background Information

On July 5, 2000 the newly created Emergency Preparedness Coordinator position was filled for the purpose of improving the City's emergency management capability by moving from a single department lead agency approach to a coordinated interdepartmental approach. The new position was tasked with a number of upgrades and improvements including:

- Coordinating efforts of all City departments involved in response or recovery activities and identify methods of mitigating against future life and property loss due to disasters.
- Developing the capability to transfer control of an incident from response oriented departments to departments skilled in disaster recovery based upon the needs of the situation.
- Applying planning and management principles as critical components of a comprehensive emergency management program.
- Improving coordinated response by promoting, training and implementing the Incident Command System, a standardized system mandated by many federal, state and local agencies for managing complex incidents.
- Promoting disaster recovery knowledge, skills and abilities in departments, normally, not associated with emergency situations.
- Identifying measurable actions the City can take to mitigate future potential injury and loss by promoting comprehensive planning, which includes hazard and risk analysis.

In order to accomplish the goals set forth by the City a shift in emphasis is necessary. A static program, simply maintaining written plans and holding annual exercises, must be replaced with a dynamic program. This new program should provide for ongoing interdepartmental training, planning, exercise, and management development activities that are seen as useful for both day-to-day work situations and in managing complex incidents. These revisions will be based on the current version of the applicable state statute and will be consistent with similarly updated ordinances in other larger cities in Colorado.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **72**

SERIES OF 2001

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE AMENDING TITLE I, CHAPTER 13 PERTAINING TO EMERGENCY MANAGEMENT

THE CITY OF WESTMINSTER ORDAINS:

Section 1: Title 1, Chapter 13 of the Westminster Municipal Code is hereby amended as follows:

1-32-1: INTENT AND PURPOSE: It is the intent of the ~~Westminster City Council to maintain the public peace, health and safety and to effectively deal with any disaster that may occur within Westminster by insuring the readiness and the complete and efficient utilization of all available resources. It is the intent of this Chapter to establish an office of Emergency Preparedness as the coordinating agency for all disaster or emergency response planning and the instrument through which the City Manager may exercise his authority and discharge the responsibilities vested in him by the City Charter and local ordinances. This Chapter shall not relieve any City department of its official responsibilities or authority given to it~~ CITY COUNCIL TO ESTABLISH AND MAINTAIN A LOCAL EMERGENCY AGENCY AS DESCRIBED IN COLORADO DISASTER EMERGENCY ACT OF 1992, PART 21 OF ARTICLE 32 OF TITLE 24, C.R.S. 1992, AS AMENDED. EXCEPT AS PROVIDED IN THIS CHAPTER, CITY DEPARTMENTS SHALL CONTINUE TO EXERCISE THE RESPONSIBILITIES AND AUTHORITY SPECIFIED in the City Charter or by ordinance, ~~nor shall it adversely affect the work of any volunteer agency for relief in a disaster or other emergency.~~

1-32-2: DEFINITIONS: For the purpose of this Chapter, ~~a disaster or emergency shall be an occurrence or imminent threat of widespread or severe damage to property or injury or loss of life resulting from any natural or manmade cause including, but not limited to: fire, flood, earthquake, wind, storm, nuclear incident, epidemic, blight, drought, infestation, explosion, aircraft crash, riot, chemical or oil spill, or other contamination of air or water requiring immediate action to avert danger or damage; water or power shortage; civil disturbances involving three (3) or more persons acting together accompanied by violence or threat of imminent force; or any other declared disaster that requires the aid and assistance of outside, local, State or Federal agencies. These operations are carried out in four (4) phases: (1) mitigation; (2) preparedness; (3) response; and (4) recovery~~ ALL DEFINITIONS FOUND IN C.R.S. § 24-32-2103 APPLY AS DEFINITIONS TO THIS CHAPTER, EXCEPT AS FOLLOWS.

“EMERGENCY” SHALL INCLUDE THE TERMS DISASTER AND DISASTER EMERGENCY AS THE CONTEXT MAY REQUIRE

1-32-3: ORGANIZATION AND APPOINTMENTS: ~~(A) City Manager:~~ The City Manager is hereby authorized and directed to establish an ~~organization for emergency preparedness~~ OFFICE OF EMERGENCY MANAGEMENT AS THE COORDINATING AGENCY FOR ALL EMERGENCY EVENTS, utilizing to the fullest extent the services and resources of existing departments within the City. AN EMERGENCY MANAGEMENT COORDINATOR SHALL BE APPOINTED TO DIRECT APPROPRIATE PLANNING, MANAGEMENT AND COORDINATION IN ALL PHASES OF EMERGENCY MANAGEMENT INCLUDING MITIGATION, PREPAREDNESS, RESPONSE AND RECOVERY.

~~(B) Appointment of Director: The City Manager shall designate the Chief of Police as the Director of the office of Emergency Preparedness to serve in such capacity at the pleasure of the City Manager. The Director shall be under the supervision and control of the City Manager, and shall be charged with the~~

~~duties, responsibilities and authority contained in this chapter. The Director may appoint such deputies and other administrative assistants as may be necessary to carry out the duties of the office.~~

~~(C) Organization: The office of Emergency Preparedness shall be located within the Police Department and the Police Department shall provide the administrative support necessary for the office to carry out its duties.~~

~~(D) Cooperation: The employees, equipment and facilities of all City departments, boards and commissions shall participate in disaster or emergency response planning and shall be available to the Director in the event of a disaster or emergency. Responsibilities assigned to a City department during a disaster or emergency shall be similar to the normal duties of the department.~~

1-32-4: DUTIES AND RESPONSIBILITIES: THE OFFICE OF EMERGENCY MANAGEMENT SHALL BE RESPONSIBLE FOR PREPARING AND KEEPING CURRENT AN EMERGENCY PLAN AND MANAGEMENT SYSTEM (EPMS), DELINEATING MEASURES TO BE IMPLEMENTED BY THE CITY BEFORE, DURING AND AFTER AN EMERGENCY EVENT. AN EMERGENCY MANAGEMENT SYSTEM SHALL BE DEVELOPED AND TESTED TO ASSURE CAPABILITY OF MANAGING EMERGENCY EVENTS.

~~The Director shall perform the following duties:~~

~~(A) Develop a comprehensive disaster or emergency plan delineating measures to be implemented by the City to prevent a disaster or emergency or to be used by the City during a disaster or emergency or to direct relief and recovery efforts after a disaster or emergency has occurred.~~

~~(B) Coordinate municipal functions including, but not limited to, firefighting, police, medical, health, rescue, engineering, warning, communications, and radiological monitoring services; evacuation of persons from stricken areas; emergency welfare; temporary shelter; emergency transportation; debris removal; temporary restoration of public utility services; and any other functions related to public protection, together with all activities necessary or incidental to the preparation for and delivery of disaster or emergency response services.~~

~~(C) Coordinate the activities of City departments with other public and private agencies cooperating in the disaster or emergency preparedness program.~~

~~(D) Provide information, training and coordination of individual citizens, municipal and private support groups in order to secure a unified, balanced and effective program.~~

~~(E) Negotiate on behalf of the City with other municipalities and governmental entities to work out mutual aid agreements for reciprocal assistance in disaster or emergency situations.~~

~~(F) Negotiate on behalf of the City with owners or persons in control of buildings or other property for the use of such buildings or other property for the disaster or emergency preparedness operations, and designate suitable buildings as public shelters.~~

~~(G) Conduct exercises to ensure the efficient operation of the disaster or emergency response plan.~~

~~(H) Ensure that current copies of the disaster or emergency response plan are routinely provided to affected City employees and officials.~~

~~(I) Assume such authority and conduct such activity as the City Manager may direct to promote and execute the disaster or emergency response plan.~~

1-32-5: EMERGENCY PLAN AND MANAGEMENT SYSTEM: AN EPMS SHALL BE DEVELOPED AND MAINTAINED BY THE OFFICE OF EMERGENCY MANAGEMENT SUBJECT TO APPROVAL OF THE CITY MANAGER.—THE PLAN WILL IDENTIFY DEPARTMENT RESPONSIBILITIES, INCLUDING REQUIREMENTS FOR MAINTENANCE OF SPECIFIC FACILITY AND DEPARTMENT EMERGENCY PROCEDURES AND CRITICAL RESOURCE INFORMATION,

~~(A) A comprehensive disaster or emergency response plan shall be adopted and maintained by the Office of Emergency Preparedness subject to approval of the City Manager. When approved it shall be the duty of all City departments to perform the functions assigned by the plan and to maintain their portion of the plan in a current state of readiness at all times.~~

~~Each department head assigned responsibility in the disaster or emergency response plan shall be responsible for carrying out all duties and functions assigned. Duties will include the organization and training of assigned City employees and volunteers.—Each department head shall formulate the~~

~~operational plan for his service which, when approved by the City Manager, shall be attached to and become a part of the disaster or emergency response plan.~~

~~(B) The disaster or emergency response plan may be amended by the City Manager upon the recommendation of the Director.~~

~~(C) When a required competency or skill for a disaster or emergency response function is not available within the City government, the Director is authorized to seek assistance from persons outside of the City organization. The assignment of any supervisory duties shall also include authority for the persons so assigned to carry out such duties prior to, during and after the occurrence of a disaster. Such services may be accepted by the City on a volunteer basis. Such citizens shall be enrolled as volunteers with the approval of the heads of the City Departments affected.~~

~~(D) Some of the duties described in this Chapter may be delegated by the Director to a designated assistant.~~

~~1-32-6: DISASTER OR EMERGENCY RESPONSE PROCEDURES:~~

~~(A) Proclamation DECLARATION OF EMERGENCY: The Mayor shall have the power to declare by proclamation that a state of disaster EMERGENCY exists, when in his/HER opinion , a disaster SUCH AN EVENT has occurred or the threat of a disaster SUCH EVENT is imminent.~~

~~(B) Proclamation DECLARATION in Writing: The proclamation of disaster DECLARATION OF EMERGENCY shall be in writing and shall describe the nature of the disaster EMERGENCY, the area threatened, the conditions which have brought it about, and the conditions that would remedy it. Such proclamation shall be delivered to the City Manager who shall ensure proper THE CITY MANAGER SHALL BE RESPONSIBLE FOR publication and dissemination of information to the public. The City Manager AND shall file the proclamation DECLARATION with the City Clerk and forward a copy to the Colorado State Division of Disaster STATE OFFICE OF Emergency Services MANAGEMENT .~~

~~(C) Effect of Proclamation DECLARATION : The issuance of a proclamation declaring a state of disaster DECLARATION OF EMERGENCY shall automatically empower the City Manager to exercise any and all of the disaster and emergency powers contained in this Chapter PERMITTED BY STATE AND LOCAL LAW and shall activate all relevant portions of the disaster or emergency response plan EPMS . The City Council shall convene to perform its legislative powers as the situation demands and shall receive reports relative to disaster response operations THROUGH THE CITY MANAGER AND EVALUATE AND ENACT POLICY AND OTHER INCIDENT SUPPORT AS REQUIRED . Nothing in this Chapter shall abridge or curtail the powers of the City Council.~~

~~(D) Duration:~~

~~1. A state of disaster EMERGENCY shall remain in effect until the Mayor CITY COUNCIL OR CITY MANAGER declares by Proclamation that the threat of danger has passed or that the disaster EMERGENCY conditions no longer exist. However, a state of disaster EMERGENCY shall not be continued or renewed for a period in excess of seven (7) days unless the City Council approves a longer duration. -4/96 1-32-6 (D) 1-32-7~~

~~2. City Council may by motion terminate a state of disaster EMERGENCY at any time , and the Mayor CITY MANAGER shall immediately issue a Proclamation effecting NOTICE AFFECTING the same.~~

~~3. Any Proclamation DECLARATION continuing or terminating a state of disaster or emergency shall be filed with the City Clerk , and a copy shall be forwarded to the State Division of Disaster Emergency Services. STATE OFFICE OF EMERGENCY MANAGEMENT.~~

~~(E) The disaster or emergency response plan shall become operational upon issuance of a Proclamation that a state of disaster exists or by order of the City Manager. However, the powers delineated in Section 1-32-9 shall be exercised only after issuance of a Proclamation that a state of disaster exists.~~

1-32-7: EMERGENCY RESPONSE POWERS:

(A) ~~In addition to any other powers the Mayor may have in order to respond to a disaster, the Mayor may exercise the following powers-~~ THE CITY MANAGER MAY EXERCISE ANY AND ALL POWERS GRANTED BY APPLICABLE STATE LAW subsequent to issuance of the EMERGENCY DECLARATION ~~disaster proclamation:~~

- ~~1. Order the closure of all retail malt, vinous and spirituous liquor outlets and all fermented malt beverage outlets and order the closure of all private clubs wherein the consumption of intoxicating liquor or beer is permitted;~~
- ~~2. Prohibit the sale or distribution of any gasoline or other liquid flammable or combustible products in any container other than a gasoline tank properly affixed to a motor vehicle.~~
- ~~3. Order the closure of gasoline stations and other establishments whose principal business activity is the sale or distribution of liquid flammable or combustible materials.~~
- ~~4. Prohibit the sale or distribution of any firearms or ammunition of any character whatsoever and order the closure of any or all establishments or portions thereof which engage in the sale, distribution, dispensing or giving away of firearms or ammunition.~~
- ~~5. Prohibit access or entry to designated areas of the City except by bona fide residents living or working within the restricted area.~~
- ~~6. Establish a communications headquarters to be the sole source of the dissemination of all public information relating to the disaster.~~

(B) During the existence of a state of ~~disaster~~ EMERGENCY, the City Manager may promulgate such regulations, as he OR SHE deems necessary, to protect life and property and preserve critical resources. These regulations shall be CONFIRMED AT THE EARLIEST PRACTICAL TIME BY THE CITY COUNCIL, SHALL BE given widespread circulation, and shall be disseminated to ~~newspapers, radio and television-~~ THE NEWS media. These regulations may include, but shall not be limited to, ~~the following:~~

- ~~1. Prohibition or restriction of the movement of vehicles in order to facilitate the work of disaster or emergency forces, or to facilitate the mass movement of persons from critical areas within or without the City.~~
- ~~2. Evacuation and movement of persons from areas deemed to be hazardous or vulnerable to disaster or emergency.~~
- ~~3. Declaration of a public curfew.~~
- ~~4. Temporary seizure and use of any nonresidential building for the purpose of providing temporary shelter for displaced victims.~~
- ~~5. Closure or regulation of the business hours of any commercial business in the City when necessary to protect the public health, safety, and welfare.~~
- ~~6. Prohibition of the sale and distribution of any product, item or materials when such prohibition is necessary to protect the public health, safety and welfare.~~
- ~~7. Seizure and use of any food, clothing, water, medical supplies or other personal property necessary to sustain displaced victims-~~ POWERS GRANTED BY APPLICABLE STATE LAW. SPECIFICALLY, THE CITY MANAGER MAY:

1. SUSPEND THE PROVISIONS OF THIS CODE THAT PRESCRIBE PROCEDURES FOR CONDUCT OF CITY BUSINESS, IF STRICT COMPLIANCE WOULD IN ANY WAY PREVENT, HINDER, OR DELAY NECESSARY ACTION IN COPING WITH THE EMERGENCY.

2. TRANSFER THE DIRECTION, PERSONNEL, OR FUNCTIONS OF CITY DEPARTMENTS FOR THE PURPOSE OF PERFORMING OR FACILITATING EMERGENCY SERVICES.

3. SUBJECT TO ANY APPLICABLE LEGAL REQUIREMENTS TO PROVIDE COMPENSATION, COMMANDEER OR UTILIZE ANY PRIVATE PROPERTY IF THE CITY MANAGER FINDS THIS NECESSARY TO COPE WITH THE EMERGENCY.

4. DIRECT AND COMPEL EVACUATION OF PERSONS FROM ANY STRICKEN OR THREATENED AREA WITHIN THE CITY IF THE CITY MANAGER DEEMS THIS ACTION NECESSARY FOR THE PRESERVATION OF LIFE OR OTHER EMERGENCY MITIGATION, RESPONSE, OR RECOVERY MEASURES.

5. PRESCRIBE ROUTES, MODES OF TRANSPORTATION, AND DESTINATIONS IN CONNECTION WITH EVACUATION.

6. CONTROL INGRESS TO AND EGRESS FROM A DISASTER AREA, THE MOVEMENT OF PERSONS WITHIN THE AREA, AND THE OCCUPANCY OF PREMISES THEREIN.

7. SUSPEND OR LIMIT THE SALE, DISPENSING, OR TRANSPORTATION OF ALCOHOLIC BEVERAGES, FIREARMS, EXPLOSIVES, OR COMBUSTIBLES WITHIN THE CITY.

8. MAKE PROVISIONS FOR THE AVAILABILITY AND USE OF TEMPORARY EMERGENCY HOUSING.

9. WAIVE ALL PROVISIONS FOR COMPETITIVE BIDDING AND MAY DIRECT THE PURCHASING AGENT TO PURCHASE NECESSARY SUPPLIES IN THE OPEN MARKET AT NOT MORE THAN COMMERCIAL PRICES.

(C) THE CITY MANAGER IS AUTHORIZED TO EXERCISE ALL POWERS PERMITTED BY CITY CHARTER AND STATE LAW TO REQUIRE EMERGENCY SERVICES OF ANY CITY OFFICER OR EMPLOYEE AND COMMAND THE AID OF AS MANY CITIZENS OF THE CITY AS HE OR SHE DEEMS NECESSARY IN THE EXECUTION OF HIS OR HER DUTIES. SUCH PERSONS SHALL BE ENTITLED TO ALL PRIVILEGES, BENEFITS AND IMMUNITIES AS ARE PROVIDED BY STATE LAW FOR CIVIL DEFENSE WORKERS .

1-32-8: COMPENSATION: COMPENSATION FOR SERVICES OR PRIVATE PROPERTY USED BY THE CITY IN RESPONDING TO AN EMERGENCY SHALL BE COMPENSATED AS SPECIFIED BY CONTRACT OR AS REQUIRED BY STATE LAW, SUBJECT TO THE PRINCIPLES AND PROCEDURES SET FORTH IN C.R.S. § 24-32-2111 AND ARTICLES 1 TO 7 OF TITLE 38 OF THE COLORADO REVISED STATUTES ~~-(A) Any compensation for property commandeered or otherwise used in response to a disaster or emergency shall be calculated in the same manner as compensation due for taking of property pursuant to the eminent domain Statutes of the State of Colorado, pursuant to the provisions on compensation in the Colorado Disaster Emergency Act of 1973.~~

1-32-9: LINE OF SUCCESSION OF MAYOR: If the Mayor is unable to perform the duties or functions set forth in this Chapter, then the powers and duties conferred upon the Mayor shall be performed in descending order, as follows: by the Mayor Pro Tempore, then by the Council member most senior in length of service, then by the Council member whose last name begins with a letter that is the closest to the beginning of the alphabet.

1-32-10: CONFLICTING ORDINANCES, ORDERS, RULES AND REGULATIONS SUSPENDED: Any orders, rules and regulations promulgated during a proclaimed state of ~~disaster~~ EMERGENCY shall take precedence over existing ordinances, rules and regulations if a conflict arises.

~~1-32-11: APPLICABILITY OF STATE LAW IN DISASTER SITUATIONS: (1741 2068 2400) The implementation of the provisions of this Chapter during a proclaimed state of disaster shall be subject to applicable provisions of Title 24, Article 32, of the Colorado Revised Statutes, "Department of Local Affairs," as amended~~

~~1-32-12:~~ 1-32-11: VIOLATION OF REGULATIONS: It shall be unlawful for any person to violate any of the provisions of this Chapter or of the regulations or plans issued pursuant to the authority contained in this Chapter, or to willfully obstruct, hinder or delay any person in the exercise of any duty or authority pursuant to the provisions of this Chapter.

~~1-32-13:~~ 1-32-12: PENALTY: Any person convicted of a violation of any section of this Chapter or of any regulations or plan issued pursuant to the authority contained herein shall be punished by a fine or by imprisonment or by both such fine and imprisonment pursuant to the provisions in Section 1-8-1 of this Code.

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

Section 3. 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 12th day of November, 2001.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this _____ day of November, 2001.

ATTEST:

Mayor

City Clerk

The bracketed numbers refer to the Page and Paragraph for the start of the paragraph in both the old and the new documents.

1:2 1:2 Changed "PREPAREDNESS" to "MANAGEMENT"
1:4 1:4 Changed "DISASTER OR EMERGENCY " to "DEFINITIONS"
1:6 1:7 Changed "OF DIRECTOR ... PREPAREDNESS " to "1-32-5: EMERGENCY ...
MANAGEMENT SYSTEM"
1:7 1:8 Changed "1-32-5: DISASTER ... RESPONSE PLAN " to "1-32-6: PROCEDURES "
1:8 1:9 Del Para "1-32-6: DISASTER ... RESPONSE PROCEDURES "
1:9 1:9 Changed "1-32-7: DISASTER ... RESPONSE " to "1-32-7: EMERGENCY "
1:13 1:13 Changed "DISASTER " to "EMERGENCY "
1:16 1:16 Changed "Westminster ... given to it " to "City Council ... specified "
1:16 1:16 Changed "ordinance, ... emergency." to "ordinance."
1:17 1:17 Changed "Chapter, a" to "Chapter, all ... as follows."
1:17 1:18 Changed "a disaster ... (4) recovery" to "'Emergency" ... may require"
1:18 1:18 Changed "2068) " to "2068) "
1:19 1:19 Changed "(A) City Manager: The" to "The"
1:19 1:19 Changed "organization ... preparedness " to "Office of ... emergency events, "
1:20 1:19 Changed "(B)" to "An Emergency ... recovery."
1:20 1:20 Add Para "1-32-4: DUTIES ... emergency events. "
1:20 1:21 Changed "(B) Appointment ... pleasure " to "1-32-5: EMERGENCY ... approval "
1:20 1:21 Changed "The Director ... the office." to "The "
1:20 1:21 Changed "Manager. The Director shall" to "Manager. The ... principles."
1:21 1:21 Del Paras "(C) Organization: ... (1322 1741 2068) "
1:34 1:21 Changed "(A) A comprehensive ... the plan in" to "in"
1:35 1:21 Changed "Each department ... response plan. " to "The EPMS shall ... principles."
1:36 1:22 Del Paras "(B) The disaster ... designated assistant. "
1:39 1:22 Changed "1-32-6: DISASTER ... RESPONSE " to "1-32-6: "
1:40 1:23 Changed "Proclamation" to "Declaration of emergency"
1:40 1:23 Changed "declare by proclamation that" to "declare that"
1:40 1:23 Changed "of disaster exists," to "of emergency exists,"
1:40 1:23 Changed "his " to "his/her "
1:40 1:23 Changed "opinion a disaster has" to "opinion, such an event has"
1:40 1:23 Changed "of a disaster is" to "of such event is"
1:41 1:24 Changed "Proclamation " to "Declaration "
1:41 1:24 Changed "proclamation of disaster " to "declaration of emergency "
1:41 1:24 Changed "the disaster," to "the emergency,"
1:41 1:24 Changed "Such proclamation ... ensure proper " to "The City Manager ... responsible for
"
1:41 1:24 Changed ". The City Manager " to "and "
1:41 1:24 Changed "the proclamation with" to "the declaration with"
1:41 1:24 Changed "Colorado State ... Disaster " to "state Office of "
1:41 1:24 Changed "Services" to "Management"
1:42 1:25 Changed "Proclamation" to "Declaration"
1:42 1:25 Changed "proclamation ... disaster " to "declaration of emergency "
1:42 1:25 Changed "the disaster and emergency" to "the emergency"
1:42 1:25 Changed "contained in this Chapter " to "permitted ... local law "
1:42 1:25 Changed "disaster or ... response plan" to "EPMS"
1:42 1:25 Changed "relative to ... operations" to "through the ... as required"
1:44 1:27 Changed "state of disaster shall remain" to "state of emergency shall remain"
1:44 1:27 Changed "Mayor " to "City Council or City Manager "
1:44 1:27 Changed "declares by Proclamation that" to "declares that"
1:44 1:27 Changed "the disaster conditions" to "the emergency conditions"
1:44 1:27 Changed "state of disaster shall not" to "state of emergency shall not"
1:44 1:27 Changed "duration. ... (D) 1-32-7 " to "duration."
1:45 1:28 Changed "disaster " to "emergency "

1:45	1:28	Changed	"time and" to "time, and"
1:45	1:28	Changed	"Mayor " to "City Manager "
1:45	1:28	Changed	"Proclamation effecting " to "notice affecting "
1:46	1:29	Changed	"Proclamation " to "declaration "
1:46	1:29	Changed	"of disaster or emergency" to "of emergency"
1:46	1:29	Changed	"Clerk and" to "Clerk, and"
1:46	1:29	Changed	"State Division ... Services. " to "state Office ... Management. "
1:47	1:30	Del Para	"(E) The disaster ... disaster exists. "
1:48	1:30	Changed	"1-32-7: DISASTER AND " to "1-32-7: "
1:49	1:31	Changed	"In addition ... following powers " to "The City Manager ... state law "
1:49	1:31	Changed	"the disaster proclamation: " to "the "
1:49	1:31	Changed	"the disaster" to "the emergency declaration. "
1:50	1:31	Del Paras	"1. Order the closure ... restricted area. "
1:55	1:31	Changed	"6. Establish ... disaster." to "."
1:56	1:32	Changed	"disaster" to "emergency"
1:56	1:32	Changed	"regulations ... necessary to" to "regulations, ... necessary, to"
1:56	1:32	Changed	"be given" to "be confirmed ... shall be given"
1:56	1:32	Changed	"circulation and" to "circulation, and"
1:56	1:32	Changed	"newspapers, ... television " to "the news "
1:56	1:32	Changed	"the following: " to "powers granted ... Manager may:"
1:57	1:33	Del Paras	"1. Prohibition ... safety and welfare. "
1:63	1:33	Add Paras	"1. Suspend the ... commercial prices. "
1:63	1:42	Changed	"7. Seizure ... displaced victims" to "(C) The City ... defense workers"
1:65	1:43	Changed	"(A) Any compensation ... Act of 1973" to "Compensation ... Revised Statutes"
1:66	1:44	Changed	"order, as" to "order as"
1:67	1:46	Changed	"disaster " to "emergency "
1:68	1:47	Changed	"APPLICABILITY ... as amended" to "Deleted"
1:69	1:48	Changed	"wilfully " to "willfully "
1:70	1:49	Changed	"Code" to "Code. "



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
November 12, 2001

SUBJECT: Citizen Communication – Robert Patlovany

Prepared By: Michele Kelley, City Clerk

Summary Statement

The City Clerk's office has been contacted by Mr. Robert Patlovany, who resides at 11328 Eaton Street. He would like to address traffic calming issues with City Council and has requested time on Monday night's agenda.

Mr. Patlovany has indicated that his presentation will be longer than 5 minutes and therefore this item has been placed on the agenda under Item 12.

Expenditure Required: \$ 0

Source of Funds: N/A

Recommended City Council Action

Listen to Mr. Patlovany's presentation and direct Staff as appropriate.

Policy Issue(s)

Because Mr. Patlovany has e-mailed to the current City Council his concerns about traffic calming in the past, this item has been placed on the "Old City Council Agenda".

Respectfully submitted,

J. Brent McFall
City Manager

Summary of Proceedings

Summary of Proceedings of the regular City Council meeting held Monday, November 12, 2001 at 8:00 P.M.

The newly elected Councillors Sam Dixon, Butch Hicks, Nancy McNally and Tim Kauffman were sworn into office. Ed Moss was elected at Mayor Pro Tem and sworn into office.

Council approved the following: Financial Report for September, 2001; Purchase of Pickup Trucks for the Parks, Recreations and Libraries Department from Daniels Chevrolet in the amount of \$53,637; Purchase of PVA Water Pipe for Public Works and Utilities Department from Dana Kepner Company in the amount of \$84,800; 2002 Community Development Block Grant Projects; Agreement related to 73rd Avenue/Lowell Blvd Redevelopment Project with Community Builders, Inc.; Donation of Used Computer to the Westminster Historical Society; and License Agreement Renewal for the Westminster Sports Center with Amaya Soccer/Sports Inc.

Council appointed 11 area youth to the Youth Advisory Panel for the 2001/2002 term.

The following Councillor's Bill was introduced and passed on first reading:

A BILL FOR AN ORDINANCE AMENDING TITLE I, CHAPTER 13 PERTAINING TO EMERGENCY MANAGEMENT Purpose: modify and update City Code on Emergency Management

The following Resolutions were adopted:

Resolution No. 65 re Contingency Transfer for Historical Marker CIP

Resolution No. 66 re Appointing 11 new youth Advisory Panel members for 2001/2002 term

At 8:30 P.M. the meeting was adjourned.

By order of the Westminster City Council
Michele Kelley, CMC, City Clerk

Published in the Westminster Window November 22, 2001

Summary of Proceedings

Summary of proceedings of the regular City of Westminster City Council meeting of Monday, November 12, 2001.

Present at roll call were Mayor Heil, Mayor Pro-Tem Dixon, Councillors Atchison, Hicks, Kauffman, Merkel, and Moss.

The minutes of the October 22, 2001 meeting were approved.

Mayor Heil presented a certificate proclaiming the balance of the calendar year 2001 as "Show Your Patriotism" time period.

Council approved the following: Bond Disclosure Counsel Agreements for \$21.5 million W&WW utility Enterprise Refunding; Acceptance of Mayor Nancy Heil's resignation effective December 31, 2001; and Revised Employment Contract with J. Brent McFall, City Manager.

The following Councillor's Bills were adopted on second reading:

A BILL FOR AN ORDINANCE AMENDING THE ZONING LAW AND ESTABLISHING THE ZONING CLASSIFICATION OF CERTAIN DESCRIBED PROPERTY IN A PARCEL OF LAND LOCATED IN SECTION 31, TOWNSHIP 2 SOUTH, RANGE 68 WEST, 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO

A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY IN A PARCEL OF LAND LOCATED IN SECTION 21, TOWNSHIP 1 SOUTH, RANGE 68 WEST, 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO

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

A BILL FOR AN ORDINANCE INCREASING THE 2001 BUDGETS OF THE GENERAL, DEBT SERVICE AND GENERAL CAPITAL IMPROVEMENT FUNDS AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2001 ESTIMATED REVENUES IN THESE FUNDS

A BILL FOR AN ORDINANCE INCREASING THE 2001 BUDGETS OF THE GENERAL FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2001 ESTIMATED REVENUES IN THE FUND

A BILL FOR AN ORDINANCE CREATING THE MUNICIPAL OFFENSE OF VIOLATION OF BAIL BOND CONDITIONS

A BILL FOR AN ORDINANCE AMENDING THE SALARY OF THE MUNICIPAL JUDGE

The following Councillor's Bill was passed and adopted as an emergency ordinance:

A BILL FOR AN EMERGENCY ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF WESTMINSTER, COLORADO, WATER AND WASTEWATER UTILITY ENTERPRISE, WATER AND WASTEWATER REVENUE REFUNDING BONDS, SERIES 2001, DATED NOVEMBER 1, 2001 Purpose: sale of Utility Revenue Refunding Bonds and refunding 1992 Water & Utility bonds

At 7:45 P.M. the meeting was adjourned.
By order of the Westminster City Council
Michele Kelley, CMC, City Clerk

Published in the Westminster Window on November 22, 2001