

SECTION 6. PRIORITIES; LIENS; ISSUANCE OF ADDITIONAL BONDS.

6.01. FIRST LIEN ON PLEDGED SALES AND USE TAXES; ISSUANCE OF PARITY SECURITIES: The Bonds constitute an irrevocable and first lien, but not necessarily an exclusive first lien, on the Pledged Sales and Use Taxes, which lien on all or a portion of the Pledged Sales and Use Taxes shall be on a parity with the Parity Securities, if any, hereafter issued, to the extent provided in the applicable Parity Bond Ordinances pursuant to which such Parity Securities were issued. The Bonds are also payable from and constitute a lien on moneys on deposit in the 0.5% Sales and Use Tax Fund, Bond Fund and 2017A Reserve Fund. Moneys on deposit in the 0.5% Sales and Use Tax Fund and the Bond Fund may also secure the payment of Parity Securities hereafter issued if so provided in the applicable Parity Bond Ordinance. Moneys on deposit in the 2017A Reserve Fund shall only secure the Bonds and shall not secure any Parity Securities hereafter issued.

The City shall be authorized to issue Parity Securities provided that the following conditions are satisfied:

- (1) Absence of Payment Default. The City is current in all payments required to have been accumulated in the Bond Fund and the 2017A Reserve Fund as required herein.
- (2) Historic Revenues Test. The Pledged Revenues, as certified by the City Manager or the City Treasurer, for any 12 consecutive months out of the 18 months preceding the month in which such proposed Parity Securities are to be issued, shall have been sufficient to pay an amount at least equal to (A) 200% of the sum derived by adding the following: (i) the Maximum Annual Debt Service for the Outstanding Bonds; (ii) the Maximum Annual Debt Service for each series of Outstanding Parity Securities; and (iii) the Maximum Annual Debt Service for the Parity Securities proposed to be issued, plus (B) one hundred percent (100%) of all policy costs attributable to any Insurance Policy and Reserve Fund Insurance Policy and other similar amounts then due and owing.
- (3) Adjustment of Revenues. In determining compliance with the historic revenue test, the amount of the Pledged Revenues for the applicable 12 month period may be increased by the amount of gain which is estimated by the City Manager to result from any increase in the amount of the Pledged Revenues received or to be received during such applicable 12 month period after giving effect to any ordinance providing for an increase in the municipal sales and use taxes pledged to the payment of the Bonds or the Parity Securities proposed to be issued or providing for any other addition to the sources of Pledged Revenues, if such ordinance is effective and the referendum period therefor has expired prior to the issuance of the Parity Securities.
- (4) The Parity Securities may be secured by a reserve fund or account, but Parity Securities may be issued without being secured by a reserve fund or account.

- (5) Notwithstanding the foregoing or any provisions to the contrary contained herein, the City may issue Parity Securities to refund, in whole or in part, any Outstanding Bonds or Parity Securities without complying with Section 6.01(2) so long as: (a) the refunding Parity Securities do not increase, for any Fiscal Year in which any Bonds or Parity Securities will be Outstanding, the aggregate principal and interest requirements on the Bonds and Parity Securities; and (b) the lien of such refunding Parity Securities on the Pledged Revenues is not raised to a higher priority than the lien thereon of any obligations thereby refunded.
- 6.02. REDUCTION OF ANNUAL REQUIREMENTS. The aggregate Debt Service Requirements calculated in determining the respective Maximum Annual Debt Service for purposes of Section 6.01 hereof shall be reduced to the extent such Debt Service Requirements are scheduled to be paid from moneys or securities deposited in escrow in the manner contemplated by Section 8 hereof or from moneys actually on hand in the 0.5% Sales and Use Tax Fund and the Bond Fund for the Bonds or bond funds or accounts for any Outstanding Parity Securities at the time of such calculation.
- 6.03. CERTIFICATION OF REVENUES. In the case of the computation of the revenues test provided in Section 6.01(2), the written certification by the City Manager or City Treasurer that such annual revenues are sufficient to pay such amounts as provided in Section 6.01(2) hereof shall be conclusively presumed to be accurate in determining the right of the City to authorize, issue, sell and deliver Parity Securities.
- 6.04. SUBORDINATE SECURITIES PERMITTED. The City may issue additional bonds or other additional securities for any lawful purpose payable from all or a portion of the Supplemental Sales and Use Tax and having a lien thereon subordinate, inferior and junior to the lien thereon of the Bonds. So long as the Bonds remain Outstanding, the City shall not issue bonds or other securities payable from a subordinate lien on all or any portion of the 0.5% Sales and Use Tax.
- 6.05. SUPERIOR SECURITIES PROHIBITED. The City shall not issue additional bonds or other additional securities that have a lien on all or any portion of the Pledged Revenues that is prior and superior to the lien thereon of the Bonds.

SECTION 7. COVENANTS.

The City hereby particularly represents, covenants and agrees with the Registered Owners of the Bonds that:

- 7.01. AMENDMENT OF CITY SALES AND USE TAX ORDINANCE; CONTINUANCE AND COLLECTION OF TAXES. The City Sales and Use Tax Ordinance is now in full force and effect and has not been repealed.

If the City Sales and Use Tax Ordinance, or any modifying or supplemental ordinance not contravening the limitations of this Section, or any part of said ordinances, shall ever be held to be invalid or unenforceable, it shall be the duty of the City to adopt immediately another ordinance, to seek such voter approval, if any, as may then be required by law, or take any action necessary to produce substantially the same Pledged Revenues as would be

produced under the terms of the City Sales and Use Tax Ordinance as it exists at the time of the issuance of the Bonds. To the extent that any changes in the Sales and Use Taxes or the City Sales and Use Tax Ordinance may lawfully be imposed on the City by the State, the City covenants to take such action as may be necessary or appropriate to produce substantially the same Pledged Revenues as would be produced under the terms of the City Sales and Use Tax Ordinance as it exists at the time of the issuance of the Bonds. To the extent that the Sales and Use Taxes may lawfully be replaced or superseded by any other tax or revenue source (including, without limitation, any state collected, locally shared sales and/or use taxes), the revenues derived by the City from such replacement tax or revenue source shall become Pledged Revenues under this Ordinance.

The City shall take all reasonable action necessary to collect delinquent payments of the Sales and Use Taxes or to cause such delinquent payments to be collected.

- 7.02. IMPAIRMENT OF CONTRACT. No law, ordinance or resolution of the City in any manner affecting the Sales and Use Taxes, the Pledged Revenues, or the Bonds, or otherwise appertaining thereto, shall be repealed or otherwise directly or indirectly modified in such a manner as to materially adversely affect any Bonds Outstanding, unless the required consent of the Owners of a majority in aggregate principal amount of the then Outstanding Bonds affected is obtained.

Notwithstanding any other provision of this Section or this Ordinance, the City shall retain the right to make amendments or changes, without any notice to or consent of the Owners of the Bonds, in the City Sales and Use Tax Ordinance, or any ordinance supplemental thereto or in substitution therefor, concerning the use or proceeds of the Sales and Use Taxes remaining after the current requirements of all ordinances authorizing bonds or other securities payable from the Sales and Use Taxes, or any portion thereof, have been met; or concerning changes in applicability, exemptions, administration, collection or enforcement of the Sales and Use Taxes, if such changes do not materially adversely affect the security for the Bonds.

- 7.03. DEFENSE OF LEGALITY OF PLEDGED REVENUES. There is not pending or threatened any suit, action or proceeding against or affecting the City before or by any court, arbitrator, administrative agency or other governmental authority which affects the validity or legality of the 2016 Election or this Ordinance or the imposition and collection of the Sales and Use Taxes, or any of the City's obligations under this Ordinance or any of the transactions contemplated by this Ordinance.

The City shall, to the extent permitted by law, defend the validity and legality of the Sales and Use Taxes and this Ordinance, and all amendments thereto against all claims, suits and proceedings which would diminish or impair the Pledged Revenues or any other security for the Bonds.

Except as specified in this Ordinance, the City has not assigned or pledged the Pledged Revenues in any manner which would materially diminish the security for payment of the Bonds.

7.04. PERFORMANCE OF DUTIES. The City will faithfully and punctually perform, or cause to be performed, all duties with respect to the Pledged Revenues required by the Constitution and laws of the State and the Charter and the various ordinances and resolutions and contracts of the City, including, without limitation, the proper segregation of the proceeds of the Bonds and the Pledged Revenues and their application from time to time to the respective funds provided therefor.

7.05. COSTS OF BOND ISSUE 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 of the Bonds, or with the City's 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, or 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 funds of the City.

The City hereby authorizes the creation of a Costs of Issuance Fund pursuant to the provisions of the Paying Agent Agreement, with such Costs of Issuance Fund to be held by the Paying Agent and applied as set forth in the Paying Agent Agreement to pay the costs of issuance of the Bonds.

7.06. CONTRACTUAL OBLIGATIONS. The City will perform all contractual obligations undertaken by it under the Paying Agent Agreement, and any other agreements relating to the Bonds, this Ordinance or the Pledged Revenues. The Mayor and the City Clerk are hereby authorized to execute and deliver such agreements in connection with the issuance of the Bonds.

7.07. FURTHER ASSURANCES. The City shall, so far as it may be authorized by law, execute, and file or record all further instruments, and make all further assurances as may be necessary or desirable or as may be reasonable and required to carry out the purposes of this Ordinance. The City, 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 and accounts pledged hereunder and all the rights of every Owner of any of the Bonds against all claims and demands of all Persons.

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

7.09. RECORDS. The City will keep proper books of record and account, separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the proceeds of the Sales and Use Taxes and the funds established herein, and

any Owner of any of the Bonds shall have the right at all reasonable times to inspect the same.

- 7.10. PROTECTION OF SECURITY. The City, its officers, agents and employees, shall not take any action in such manner or to such extent as might materially 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 Bond or other security payable from Pledged Revenues might be prejudicially and materially impaired or diminished.

The City shall not enter into an agreement or otherwise take any action resulting in any portion of the 0.5% Sales and Use Tax being included as incremental sales tax revenues which will be required to be paid into a special fund, or pledged to the payment of obligations, pursuant to (i) an urban renewal plan as defined in Section 31-25-103(9), C.R.S., (ii) a plan of development as defined in Section 31-25-802 (6.4), C.R.S., or (iii) a value capture plan as defined in Section 43-4-508, C.R.S., or, in the case of (i), (ii) or (iii), any similar plan adopted by the City exercising its powers as a home rule city.

- 7.11. ACCUMULATION OF INTEREST CLAIMS. In order to prevent any accumulation of interest or claims for interest after maturity, the City shall not directly or indirectly extend or assent to the extension of the time for the payment of any interest or claim for interest on any of the Bonds or any other securities payable from Pledged Revenues; and the City 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 coupons or other claims for interest. If the time for the payment for 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 or interest the payment of which has not been extended.
- 7.12. PROMPT PAYMENT OF BONDS. The City shall promptly pay the Debt Service Requirements of every Bond at the places, on the dates, and in the manner specified herein and in the Bonds according to the true intent and meaning hereof.
- 7.13. OTHER LIENS. Other than as provided herein, there are no other liens or encumbrances of any nature whatsoever on or against the Pledged Revenues.
- 7.14. TAX COVENANT. The City covenants for the benefit of the Owners of the Bonds that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of 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 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 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 City in fulfilling the above covenant under the Tax Code and Colorado law have been met.

Notwithstanding any provision of this Section, the City may rely conclusively on an opinion of Bond Counsel in complying, or in any deviation from complying, with the provisions hereof.

SECTION 8. DEFEASANCE.

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

Payment of any Outstanding Bond shall prior to the maturity or Redemption Date thereof be deemed to have been provided for within the meaning and with the effect expressed in this Section if: (a) in case said Bond is to be redeemed on any date prior to its maturity, the City shall have given to the Paying Agent in form satisfactory to it irrevocable instructions to give on a date in accordance with the provisions of Section 3.02 hereof, notice of redemption of such Bond on said Redemption Date, such notice to be given in accordance with the provisions of Section 3.02 hereof; and (b) there shall have been deposited with the Paying Agent or a Trust Bank either moneys in an amount which shall be sufficient, and/or Federal Securities which shall not contain provisions permitting the redemption thereof at the option of the issuer, the principal of and the interest on which when due, and without any reinvestment thereof, will provide moneys which, together with the moneys, if any, deposited with or held by the Paying Agent or Trust Bank at the same time, shall be sufficient to pay when due the Debt Service Requirements due and to become due on said Bond on and prior to the Redemption Date or maturity date thereof, as the case may be, as evidenced by a report of an independent firm of nationally recognized certified public accountants verifying such sufficiency. Neither such Federal Securities nor moneys deposited with the Paying Agent or Trust Bank pursuant to this Section or principal or interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Debt Service Requirements of said Bond; provided any cash received from such principal or interest payments on such Federal Securities deposited with the Paying Agent or other Trust Bank, if not then needed for such purpose, shall, to the extent practicable, be reinvested in securities of the type described in (b) of this paragraph maturing at times and in amounts sufficient to pay when due the Debt Service Requirements to become due on said Bond on or prior to such Redemption Date or maturity date thereof, as the case may be. At such time as payment of a Bond has been provided for as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this Ordinance, except for the purpose of any payment from such moneys or securities deposited with the Paying Agent or other Trust Bank.

The release of the obligations of the City under this Section shall be without prejudice to the right of the Paying Agent to be paid reasonable compensation for all services rendered by it hereunder

and all its reasonable expenses, charges and other disbursements incurred on or about the administration of and performance of its powers and duties hereunder.

Upon compliance with the foregoing provisions of this Section with respect to all Bonds then Outstanding, this Ordinance may be discharged in accordance with the provisions of this Section but the liability of the City in respect of the Bonds shall continue; provided that the Owners thereof shall thereafter be entitled to payment only out of the moneys and/or Federal Securities deposited with the Paying Agent or other Trust Bank as provided in this Section.

In the event that there is a defeasance of only part of the Bonds, the Registrar shall, if requested by the City in writing, institute a system to preserve the identity of the individual Bonds or portions thereof so defeased, regardless of changes in Bond numbers attributable to transfers and exchanges of Bonds, and the Registrar shall be entitled to reasonable compensation and reimbursement of expenses from the City in connection with such system.

SECTION 9. DEFAULT PROVISIONS AND REMEDIES.

9.01. EVENTS OF DEFAULT. Each of the following events is hereby declared to be and to constitute an Event of Default, provided however, that in determining whether a payment default has occurred pursuant to paragraphs (1) or (2) of this Section, no effect shall be given to payments made under an Insurance Policy:

- (1) Nonpayment of Principal. Payment of the principal of or the redemption premium due for any of the Bonds is not made when the same becomes due and payable, either at maturity or by proceedings for prior redemption or otherwise;
- (2) Nonpayment of Interest. Payment of any installment of interest on the Bonds is not made when the same becomes due and payable;
- (3) Incapable to Perform. The City for any reason is, or is rendered, incapable of fulfilling its obligations hereunder.
- (4) Default of Any Provision. The City makes any default in the due and punctual performance of any 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 provided in paragraphs (1), (2) and (3) of this Section 9.01 and other than the City's continuing disclosure covenant in Section 2.03 hereof, and if such default continues for sixty days after written notice, specifying such default and requiring the same to be remedied, is given to the City by Owners of at least twenty-five percent in aggregate principal amount of the Bonds then Outstanding; provided that if such default cannot be cured within such sixty days, and 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.

9.02. REMEDIES FOR DEFAULTS. Upon the happening and continuance of any of the Events of Default, as provided in Section 9.01 hereof, then and in every case the Owners of Bonds in a principal amount not less than twenty-five percent of the aggregate principal amount of

the Bonds then Outstanding, including, without limitation, a trustee or trustees therefor, may proceed against the City to protect and to enforce the rights of any Owner of Bonds under this Ordinance by mandamus or by other suit, action, or special proceedings in equity or at law, in any court of competent jurisdiction, either for the specific performance of any covenant or agreement contained herein or for any proper legal or equitable remedy as such Owners, trustee or trustees 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 City to act as if it were the trustee of an express 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 ratable benefit of all Owners of the Bonds. Notwithstanding anything else provided herein, the Owners shall have no right to accelerate the Bonds upon an Event of Default.

9.03. RIGHTS AND PRIVILEGES CUMULATIVE. The failure of any Owner of any Outstanding Bond to proceed in any manner herein provided shall not relieve the City, or any of its officers, agents or employees of any obligation to perform or carry out any duty, obligation or other commitment. Each right or privilege of any such Owner (or trustee thereof) 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.

9.04. DUTIES UPON DEFAULT. Upon the happening of any of the Events of Default as provided in Section 9.01 hereof, 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 the Bonds and to insure the payment of the Debt Service Requirements promptly as the same become due.

SECTION 10. AMENDMENT OF ORDINANCE.

10.01. AMENDMENTS OF ORDINANCE NOT REQUIRING CONSENT OF OR NOTICE TO OWNERS OF BONDS. The City may, without the consent of, or 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 any ambiguity, or to cure, correct or supplement any defect or inconsistent provision contained in this Ordinance, or to make any provision with respect to matters arising under this Ordinance or for any other purpose if such provisions are necessary or desirable and do not materially adversely affect the interests of the Owners of the Bonds; or
- (2) To subject to this Ordinance additional revenues, properties or collateral; or
- (3) To provide for the issuance of Parity Securities or Subordinate Securities as permitted by Section 6 hereof.

10.02. AMENDMENTS OF ORDINANCE REQUIRING CONSENT OF 100% OF OWNERS OF BONDS ADVERSELY AFFECTED. This Ordinance may be amended or modified for any one or more

of the purposes set forth below, by ordinance duly adopted by the City Council, without receipt by the City of any additional consideration, but only with the prior written consent of the Owners of one hundred percent (100%) in aggregate principal amount of the Bonds and Parity Securities Outstanding adversely affected thereby:

- (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, the rate of interest thereon, or any prior redemption premium payable in connection therewith; 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 percentage of Bonds which may be required herein for any amendment hereto; or
- (5) Priorities Between Bonds. The establishment of priorities as between Bonds issued and Outstanding under the provisions of this Ordinance; 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.

10.03. AMENDMENTS OF ORDINANCE REQUIRING CONSENT OF MAJORITY OF OWNERS OF BONDS. Except as otherwise provided in Sections 10.01 and 10.02 hereof, this Ordinance may be amended or modified by ordinance duly adopted by the City Council, without receipt by the City of any additional consideration, but with the prior written consent of the Owners of at least a majority in aggregate principal amount of the Bonds and Parity Securities Outstanding at the time of the adoption of such amendatory ordinance or other instrument.

10.04. NOTICE OF PROPOSED AMENDMENTS. Whenever the City Council proposes to amend or modify this Ordinance under the provisions of Sections 10.02 or 10.03, it shall give notice of the proposed amendment by certified mail, return receipt requested, to all Owners of the Bonds and Parity Securities. Such notice shall be mailed at least thirty days prior to the adoption of the proposed amendment, 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 City Clerk for public inspection.

SECTION 11. MISCELLANEOUS.

11.01. AUTHORIZATION OF DOCUMENTS. The form, terms and provisions of the Continuing Disclosure Certificate, the Paying Agent Agreement and the Purchase Contract are hereby approved, and the City shall enter into and perform its obligations thereunder in substantially the forms of such documents on file with the City Clerk; and the officers of the City are hereby authorized and directed to execute and deliver such documents as required hereby. Such documents are to be executed in substantially the forms hereinabove

approved, provided that such documents may be completed, corrected or revised as deemed necessary by the parties thereto in order to carry out the purposes of this Ordinance. The execution of any document or instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval by the City of such document or instrument in accordance with the terms hereof.

The City Manager and the City Treasurer are each independently authorized to execute and deliver any documents necessary to obtain the Insurance Policy and the Reserve Fund Insurance Policy to secure the payment of the principal of and interest on the Bonds, if so determined in the Sale Certificate.

The officers and employees of the City and members of the Board are hereby authorized and directed to take any and all other actions necessary or appropriate to effectuate the provisions of this Ordinance, including but not limited to, the issuance of the Bonds, the execution and delivery of the Continuing Disclosure Certificate, the Paying Agent Agreement, the Purchase Contract, and any and all additional documents, instruments, certificates and other papers, and performing all other acts that they deem necessary or appropriate.

- 11.02. REPLACEMENT OF REGISTRAR OR PAYING AGENT. The Registrar or Paying Agent may resign at any time upon 30 days prior written notice to the City. The City may remove the Registrar or Paying Agent upon 30 days prior written notice to the Registrar and/or Paying Agent, as the case may be. No resignation or removal of the Registrar or Paying Agent shall take effect until a successor has been appointed; provided, that if no successor is appointed by the end of 90 days, the Paying Agent or Registrar may petition a court of competent jurisdiction to appoint a successor. If the Registrar or Paying Agent initially appointed shall resign, or if the City shall remove said Registrar or Paying Agent, the City may, upon notice mailed to each Registered Owner of any Bond, at the address last shown on the registration books, appoint a successor Registrar or Paying Agent, or both. Every such successor Registrar or Paying Agent shall be a Commercial Bank or shall be an officer of the City. It shall not be required that the same institution serve as both Registrar and Paying Agent hereunder, but the City shall have the right to have the same institution serve as both Registrar and Paying Agent hereunder.

Any company or national banking association into which the Registrar or Paying Agent may be merged or converted or with which it may be consolidated or any company or national banking association resulting from any merger, conversion or consolidation to which it shall be a party or any company or national banking association to which the Registrar or Paying Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible, shall be the successor to such Registrar or Paying Agent without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

- 11.03. NO RECOURSE AGAINST OFFICERS AND AGENTS. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the City Council, or any officer or agent of the City acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal of or interest on the Bonds. Such recourse shall not be available

either directly or indirectly through the City Council or the City, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the Bonds and as a part of the consideration of their sale or purchase, any Person purchasing or selling such Bond specifically waives any such recourse.

- 11.04. ORDINANCE IRREPEALABLE. This Ordinance is, and shall constitute, a legislative measure of the City, and after any of the Bonds are issued, this Ordinance shall constitute an irrevocable contract between the City and the Owner or Owners of the Bonds; and this Ordinance, if any Bonds are in fact issued, shall be and shall remain irrevocable until the Bonds, as to all Debt Service Requirements, shall be fully paid, cancelled and discharged, as herein provided.
- 11.05. LIMITATION OF ACTIONS. Pursuant to Section 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings of the City in connection with the authorization or issuance of the Bonds, including but not limited to the adoption of this Ordinance, shall be commenced more than thirty days after the authorization of the Bonds.
- 11.05. INTERESTED PARTIES. 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 City, the Insurer, the Surety Provider, the Paying Agent and the Registered Owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Insurer, the Surety Provider, the Paying Agent and the Registered Owners of the Bonds.
- 11.07. 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, bylaws, order, or other instrument, or part thereof, heretofore repealed.
- 11.08. SEVERABILITY, CONFLICTING ORDINANCES REPEALED. If any section, subsection or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected thereby. All other ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.
- 11.09. CHARTER CONTROLS. Pursuant to Article XX of the State Constitution and the Charter, all State statutes that might otherwise apply in connection with the provisions of this Ordinance are hereby superseded to the extent of any inconsistencies or conflicts between the provisions of this Ordinance and the Sale Certificate authorized hereby and such statutes. Any such inconsistency or conflict is intended by the City Council and shall be deemed made pursuant to the authority of Article XX of the State Constitution and the Charter.

11.10. RATIFICATION AND APPROVAL OF PRIOR ACTIONS. All actions heretofore taken by the officers of the City and members of the City Council, not inconsistent with the provisions of this Ordinance, relating to the 2016 Election, the authorization, sale, issuance, and delivery of the Bonds, and the application of the proceeds of the Bonds to the Project, are hereby ratified, approved, and confirmed.

11.11. EFFECTIVE DATE. This Ordinance shall take effect immediately upon adoption at second reading and signature by the Mayor, as permitted by Section 5.11 of the Charter.

INTRODUCED, READ, AND ADOPTED on first reading by a vote of 8 to 0 on this 27th day of February, 2017, ordered published in full in a newspaper of general circulation in the City of Wheat Ridge, and Public Hearing and consideration on final passage set for March 13, 2017 at 7:00 p.m., in the Council Chambers, 7500 West 29th Avenue, Wheat Ridge, Colorado.

READ, ADOPTED AND ORDERED PUBLISHED on second and final reading by a vote of 5 to 0, this 13th day of March, 2017.

SIGNED by the Mayor on this 13th day of March, 2017.

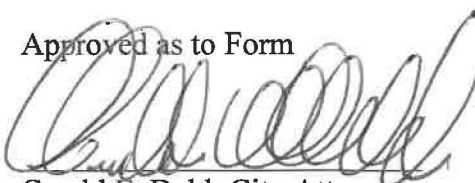



Joyce Jay, Mayor

ATTEST:


Janelle Shaver, City Clerk

Approved as to Form


Gerald E. Dahl, City Attorney

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EXHIBIT A

[Form of Bond]

Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the City 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**

**CITY OF WHEAT RIDGE
SALES AND USE TAX REVENUE BOND
SERIES 2017A**

No. R-_____ \$ _____

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED AS OF</u>	<u>CUSIP</u>
_____ %	_____ 1, 20__	_____, 2017	

REGISTERED OWNER: Cede & Co.

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Wheat Ridge, Colorado (the "City"), for value received, hereby acknowledges the City indebted and promises to pay to the Registered Owner specified above, or registered assigns, solely from the special funds provided therefor, as set forth herein, the Principal Amount specified above, on the Maturity Date specified above, and interest thereon payable on June 1 and December 1 in each year commencing on _____ 1, 2017, at the Interest Rate per annum specified above, until the Principal Amount is paid or payment has been provided therefor. This bond will bear interest payable to the Registered Owner at the Interest Rate specified above from the most recent Interest Payment Date to which interest has been paid or provided for, or, if no interest has been paid, from the date of this bond. This bond is one of an authorized series issued pursuant to an ordinance of the City Council of the City (the "City Council") adopted on _____, 2017 (the "Bond Ordinance"). To the extent not defined herein, terms used in this Bond shall have the same meanings as set forth in the Bond Ordinance.

This Bond bears interest, matures, is payable, is subject to optional redemption and to mandatory sinking fund redemption, and is transferable as provided in the Bond Ordinance and the Sale Certificate.

This Bond is a special and limited obligation of the City payable solely out of and secured by an irrevocable first lien, but not an exclusive first lien, on the Pledged Sales and Use Taxes, and from moneys on deposit or credited to the 0.5% Sales and Use Tax Fund, the Bond Fund relating to the Bonds and the 2017A Reserve Fund, if any, relating to the Bonds. This Bond, including the interest thereon, does not constitute a debt or an indebtedness of the City within the meaning of any constitutional, home rule charter or statutory provision or limitation of the State of Colorado. This Bond is not payable, in whole or in part, from the proceeds of ad valorem taxes of the City, and the full faith and credit of the City is not pledged for the payment of the principal of or interest on this Bond.

The principal of the Bonds shall be payable at the principal office of the Paying Agent upon presentation and surrender of such Bonds. Except as otherwise provided in the Bond Ordinance, payment of interest on the Bonds shall be paid by check or wire on the Interest Payment Date to the Person appearing on the registration records of the City as the Registered Owner thereof as of the close of business of the Registrar on the Record Date to the address of such Owner as it appears on the registration records of the City.

Reference is made to the Bond Ordinance and to all ordinances supplemental thereto, with respect to the nature and extent of the security for the Bonds, rights, duties and obligations of the City, the rights of the Owners of the Bonds, the rights, duties and obligations of the Paying Agent and Registrar, the circumstances under which any Bond is no longer Outstanding, the ability to amend the Bond Ordinance, the ability to issue Parity Securities, and to all the provisions of which the Registered Owner hereof by the acceptance of this Bond assents.

The Bonds of the series of which this is one are issued by the City for the purpose of defraying wholly or in part the costs of the Project, all under the authority of and in full conformity with the Constitution and laws of the State of Colorado, the Charter of the City, Title 11, Article 57, Part 2, C.R.S. and all other laws of the State of Colorado thereunto enabling, and pursuant to the authority conferred at the 2016 Election and the Bond Ordinance duly adopted prior to the issuance of this Bond. 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.

It is hereby certified, recited and warranted that all the requirements of law have been complied with by the proper officers of the City in the issuance of this Bond.

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

IN WITNESS WHEREOF, the City Council of the City of Wheat Ridge, Colorado, has caused this Bond to be executed in its name and on its behalf with the manual facsimile signature of the Mayor of the City, to be sealed with the manual or facsimile seal of the City, and to be signed and attested with the manual or facsimile signature of the City Clerk of the City.

CITY OF WHEAT RIDGE, COLORADO

(Manual or Facsimile Signature)

Mayor

(SEAL)

Attest:

(Manual or Facsimile Signature)

City Clerk

(Form of Registrar's Certificate of Authentication)

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

Date of authentication and registration: _____

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

_____, as Registrar

By _____
Authorized Officer

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

(Form of Assignment)

ASSIGNMENT

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

Dated: _____

Signature Guaranteed:

Signature must be guaranteed by a member of a Medallion Signature Program.

Address of Transferee:

Social Security or other tax
identification number of transferee:

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

EXCHANGE OR TRANSFER FEES MAY BE CHARGED.

(End of Form of Assignment)

(Form of Prepayment Panel)

PREPAYMENT PANEL

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

<u>Date of Prepayment</u>	<u>Principal Prepaid</u>	<u>Signature of Authorized Representative of the Depository</u>

(End of Form of Prepayment Panel)