

**RESOLUTION NO. 2153**

**A RESOLUTION OF THE GOLDEN CITY COUNCIL  
APPROVING A WATER METER PIT REPAIR FINANCING  
AGREEMENT WITH BANTAM PROPERTIES, LLC**

WHEREAS, Bantam Properties, LLC, owns a residential multiple dwelling unit property within the City of Golden, County of Jefferson, State of Colorado, known as "Golden Arms Apartments," located at 1400 Utah Street, and legally described as Lots 1 and 2, Southridge Unit No. 4, County of Jefferson, State of Colorado (the "Property"); and

WHEREAS, the Property is connected to and using the Golden municipal water distribution system and waste water system;

WHEREAS, the City Engineer for the City of Golden has determined that the Water Meter Pit is failing and requires replacement, and that the water meter for the Property is no longer accurately measuring the water service provided to the Property as a result of said failure; and

WHEREAS, pursuant to Section 13.03.009 of the Golden Municipal Code, the owner of any property connected to the Golden water distribution system or waste water system is responsible for the maintenance and repair of all service lines, including water meter pits, at such owner's expense; and

WHEREAS, pursuant to Section 13.03.009(2) of the Golden Municipal Code, if a property owner fails to repair a water or waste water service line or its associated appurtenances, including a water meter pit, as directed by Golden, Golden's City Engineer shall cause such work to be done and charge the cost thereto to the owner; and

WHEREAS, Bantam Properties, LLC, is responsible to repair and replace, at its expense, the failing Water Meter Pit that serves the Property; and

WHEREAS, Golden has notified Bantam Properties, LLC, of the failing Water Meter Pit, and has directed Bantam Properties, LLC, to repair and replace the Water Meter Pit; and

WHEREAS, Golden's first concern is to provide an adequate, dependable and affordable water supply to citizens within its municipal boundary; and

WHEREAS, Bantam Properties, LLC, has been unable to secure private financing for replacement of the Water Meter Pit; and

WHEREAS, Golden and Bantam Properties, LLC, desire to enter into this Agreement to expedite the replacement of the Water Meter Pit by allowing Golden to cause such repairs and replacement to be done, with Bantam Properties, LLC, to reimburse Golden for such repairs and replacement over a five-year period.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

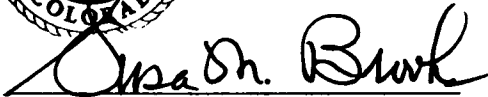
1. That the City enter in to a Water Meter Pit Repair Financing Agreement with Bantam Properties, LLC subject to the completion of the following:

The final cost to construct the service line shall be paid by the City, and Bantam Properties, LLC shall execute a Promissory Note to repay the City for the cost to construct the service line, which payments shall be made through their quarterly water bill over 5 years with interest accruing on the principal amount at the rate of 1.43% per annum.

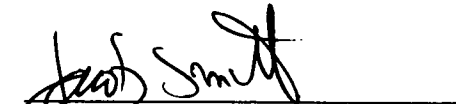
2. City Council hereby approves the Water Meter Pit Repair Agreement and Promissory Note in essentially the same form as the copy of such documents accompanying this resolution.

Adopted this 20th day of October, 2011.





Susan M. Brooks, MMC  
City Clerk

  
\_\_\_\_\_  
Jacob Smith  
Mayor

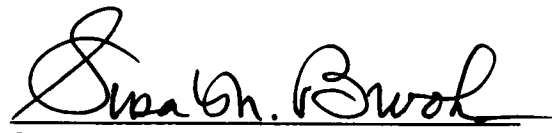
APPROVED AS TO FORM:

  
\_\_\_\_\_  
David S. Williamson  
City Attorney

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a regular business meeting thereof held on the 20th day of October, A.D., 2011.



ATTEST:

  
\_\_\_\_\_  
Susan M. Brooks, City Clerk of the City of  
Golden, Colorado

### WATER METER PIT REPAIR AGREEMENT

This Water Service Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2011 (the "Effective Date"), by and between the CITY OF GOLDEN, a Colorado home-rule municipal corporation ("Golden"), and BANTAM PROPERTIES, LLC, a Colorado Limited Liability Company.

#### RECITALS

WHEREAS, Bantam Properties, LLC, owns a residential multiple dwelling unit property within the City of Golden, County of Jefferson, State of Colorado, known as "Golden Arms Apartments," located at 1400 Utah Street, and legally described as Lots 1 and 2, Southridge Unit No. 4, County of Jefferson, State of Colorado (the "Property"); and

WHEREAS, the Property is connected to and using the Golden municipal water distribution system and waste water system;

WHEREAS, municipal water and waste water service utilized by the Property is metered via a three-inch (3") water meter located in a water meter pit on the Property ("Water Meter Pit"); and

WHEREAS, the City Engineer for the City of Golden has determined that the Water Meter Pit is failing and requires replacement, and that the water meter for the Property is no longer accurately measuring the water service provided to the Property as a result of said failure; and

WHEREAS, pursuant to Section 13.04.009 of the Golden Municipal Code, the owner of any property connected to the Golden water distribution system or waste water system is responsible for the maintenance and repair of all service lines, including water meter pits, at such owner's expense; and

WHEREAS, pursuant to Section 13.04.009 of the Golden Municipal Code, if a property owner fails to repair a water or waste water service line or its associated appurtenances, including a water meter pit, as directed by Golden, Golden's City Engineer shall cause such work to be done and charge the cost thereto to the owner, and if such cost is not paid by the owner, the City may assess and collect the cost from the owner by placing an assessment lien on the property as set forth in Section 5.01.050 of the Golden Municipal Code; and

WHEREAS, Bantam Properties, LLC, is responsible to repair and replace, at its expense, the failing Water Meter Pit that serves the Property; and

WHEREAS, Golden has notified Bantam Properties, LLC, of the failing Water Meter Pit, and has directed Bantam Properties, LLC, to repair and replace the Water Meter Pit; and

WHEREAS, the failing Water Meter Pit is no longer accurate and it is in the best interest of the citizens of Golden that the Water Meter Pit be replaced as soon as possible; and

WHEREAS, Bantam Properties, LLC, has been unable to secure private financing for replacement of the Water Meter Pit; and

WHEREAS, Golden and Bantam Properties, LLC, desire to enter into this Agreement to expedite the replacement of the Water Meter Pit by allowing Golden to cause such repairs and replacement to be made, with Bantam Properties, LLC, to reimburse Golden for such repairs and replacement over a five-year period.

NOW, THEREFORE, in consideration of the promises, covenants and agreements hereinafter set forth, it is contractually agreed by and between Golden and Bantam Properties, LLC (the "Parties") as follows:

1. Definitions. For the purpose of this Agreement, the following terms shall have the meanings defined below:

c. Service Connection: With respect to the Property, the Water Meter Pit (as defined below), the three inch (3") service connection water line to the Property, and all associated appurtenances, located on the southeast side of the property.

d. Service Meter: The water meter at the location of the Service Connection that meters the volume of water flowing from the Pipeline into the Service Connection to provide water to the Property.

e. Water Meter Pit: The manhole or vault on the Property that houses the water meter, and including the water meter and all appurtenances thereto.

2. Term. The term of this Agreement shall remain in effect for as long as Bantam Properties, LLC, is in compliance with the terms of this Agreement, unless otherwise terminated according to the terms of this Agreement.

3. Water Meter Pit Replacement: Golden shall cause the Water Meter Pit on the Property to be replaced within a reasonable time after the date of execution of this Agreement. Golden shall advance the cost of such replacement, and Bantam Properties, LLC, shall reimburse Golden for the entire cost of such replacement in accordance with paragraphs 4 and 5 of this Agreement.

4. Water Service Charges.

a. Bantam Properties, LLC, agrees to pay quarterly Water Service Charges based on the following three components:

- i. Water delivery charge to the Service Connection as measured by the Service Meter and billed at the customary rate schedule applied to residential customers served by Golden inside its municipal boundary pursuant to Section 13.08.020 of Golden Municipal Code. The customary rate schedule may be amended from time to time.
- ii. Charge for operation, maintenance, repair, and replacement of point-of-entry treatment devices, provided such devices are necessary to comply with state and federal water quality standards.
- iii. One-twentieth of the entire cost of the Water Meter Pit Replacement, plus interest due over the entire financing period pursuant to paragraph 5 below.

- b. Bantam Properties, LLC, will receive a single invoice for quarterly Water Service Charges, as described above, addressed to Bantam Properties, LLC at 16 Cold Springs Road, Califon, NJ 07830.
- c. Bantam Properties, LLC, agrees to pay the quarterly Water Service Charges for the Property, which shall include payments on the financed cost of the replacement of the Water Meter Pit as described in paragraph 5(e) below.

5. Water Meter Pit Replacement.

- a. Definition of Water Meter Pit Replacement. The replacement of the Water Meter Pit requires the following to be completed and operable:
  - i. Replacement of curb stop;
  - ii. Removal of old Water Meter Pit
  - iii. Installation of new service line as needed;
  - iv. Installation of new Water Meter Pit and meter setter with bypass; and
  - v. Removal and replacement of asphalt.
- b. Responsibilities. Golden will be responsible for the design and construction of the Water Meter Pit replacement. Golden will provide funds in an amount not to exceed \$18,426.20, for the Water Meter Pit Replacement.
- c. Supervision. Golden shall act as the contracting party and shall manage and supervise the replacement of the Water Meter Pit. Golden shall inspect and approve the completion of work for the Water Meter Pit replacement. Golden shall have no liability for faulty completion of the Water Meter Pit replacement.
- d. Contractor. The contractor who shall perform the Water Meter Pit Replacement under the supervision of Golden shall be ARS, Rescue Rooter, pursuant a bid obtained by Bantam Properties, LLC, dated June 9, 2011, and attached hereto as **Exhibit A**, and incorporated herein by this reference.
- e. Cost of Water Meter Pit Replacement. Bantam Properties, LLC, shall pay all the actual costs of the Water Meter Pit Replacement, pursuant to Section 13.04.009 of the Golden Municipal Code. Golden will finance the cost of Water Meter Pit Replacement over a period of five (5) years at an interest rate of 1.43% per annum pursuant to a Promissory Note, attached hereto as **Exhibit B**. Golden will incorporate the principal and interest payments on the Promissory Note into the regular water service charges to Bantam Properties, LLC, as described in paragraph 4. In the event Bantam Properties, LLC, terminates this Agreement, Bantam Properties, LLC, shall remain liable for the remaining balance, including interest, of the amount due on the Promissory Note, plus interest.

6. Default. An event of "Default" shall occur if Bantam Properties, LLC, fails to make any of the payments required by the Promissory Note or any of the Water Service Charges required by paragraph 4 and 5, and Golden Municipal Code Section 13.08.070, by the due date indicated on any

quarterly bill or invoice. In the event of Default, Golden shall mail a notice of Default to Bantam Properties, LLC, with notice that Bantam Properties, LLC, has five (5) days from the date of such notice to cure the default by submitting payment in full of the amount due. If Bantam Properties, LLC, fails to cure such default within five (5) days after the date of the notice from Golden, Golden shall proceed to file an assessment lien against the Property for the remaining balance due on the Promissory Note, pursuant to Sections 13.04.009 and 5.01.050 of the Golden Municipal Code.

7. Facilities. Bantam Properties, LLC, shall be responsible for the operation, repair, and maintenance of the Service Connection from the water service tap to outlets on the Property, with the exception of the Service Meter. The City shall be responsible for the operation, maintenance, and repair of the Service Meter.

8. Future Repairs. Should future repairs to the Water Meter Pit and any service lines or other appurtenances on or serving the Property be required, Bantam Properties, LLC, shall be responsible for such repairs, excepting repairs to the Service Meter, which shall be the responsibility of the City.

9. Compliance. Bantam Properties, LLC, shall comply with all provisions of Chapters 13.04 and 13.08 of the Golden Municipal Code pertaining to water regulations, water rates and water charges. The Property shall be subject to a lien for all charges arising from Golden's water service as provided by Section 13.08.100 in the Golden Municipal Code. Moreover, Bantam Properties, LLC, acknowledges and agrees that, as set forth in paragraphs 5 and 6, its obligation to pay the Promissory Note (**Exhibit B**) shall be secured by an assessment lien on the Property in the event of Default.

10. Termination.

- a. Golden shall have the right to terminate water service to Bantam Properties, LLC, and to the Property in the event Bantam Properties, LLC, is delinquent in the payment of Water Services Charges pursuant to Sections 13.08.070(c) and 13.08.080 of the Golden Municipal Code and paragraphs 4 and 5 of this Agreement.
- b. If Bantam Properties, LLC, terminates delivery of water service or Bantam Properties, LLC's service is terminated due to payment delinquencies before the termination of this Agreement, Bantam Properties, LLC, shall still be responsible for all water service charges incurred before the date of termination, and for all amounts due under the Promissory Note, including interest, pursuant to this Agreement.
- c. This Agreement shall otherwise terminate upon payment in full of the balance (including any accrued interest) due on the Promissory Note.
- d. The following paragraphs of this Agreement shall survive termination: 4, 5, and 6, 7, 8, and 9.

11. Notice and Communications: Any notice to the Parties required under this Agreement shall be in writing, delivered to the person designated below for the Parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or hand delivery shall be utilized. Facsimile and e-mail addresses are provided for convenience only.

Golden: City of Golden

**WATER METER PIT REPAIR AGREEMENT**

This Water Service Agreement ("Agreement") is entered into this 18 day of October, 2011 (the "Effective Date"), by and between the CITY OF GOLDEN, a Colorado home-rule municipal corporation ("Golden"), and BANTAM PROPERTIES, LLC, a Colorado Limited Liability Company.

**RECITALS**

WHEREAS, Bantam Properties, LLC, owns a residential multiple dwelling unit property within the City of Golden, County of Jefferson, State of Colorado, known as "Golden Arms Apartments," located at 1400 Utah Street, and legally described as Lots 1 and 2, Southridge Unit No. 4, County of Jefferson, State of Colorado (the "Property"); and

WHEREAS, the Property is connected to and using the Golden municipal water distribution system and waste water system;

WHEREAS, municipal water and waste water service utilized by the Property is metered via a three-inch (3") water meter located in a water meter pit on the Property ("Water Meter Pit"); and

WHEREAS, the City Engineer for the City of Golden has determined that the Water Meter Pit is failing and requires replacement, and that the water meter for the Property is no longer accurately measuring the water service provided to the Property as a result of said failure; and

WHEREAS, pursuant to Section 13.04.009 of the Golden Municipal Code, the owner of any property connected to the Golden water distribution system or waste water system is responsible for the maintenance and repair of all service lines, including water meter pits, at such owner's expense; and

WHEREAS, pursuant to Section 13.04.009 of the Golden Municipal Code, if a property owner fails to repair a water or waste water service line or its associated appurtenances, including a water meter pit, as directed by Golden, Golden's City Engineer shall cause such work to be done and charge the cost thereto to the owner, and if such cost is not paid by the owner, the City may assess and collect the cost from the owner by placing an assessment lien on the property as set forth in Section 5.01.050 of the Golden Municipal Code; and

WHEREAS, Bantam Properties, LLC, is responsible to repair and replace, at its expense, the failing Water Meter Pit that serves the Property; and

WHEREAS, Golden has notified Bantam Properties, LLC, of the failing Water Meter Pit, and has directed Bantam Properties, LLC, to repair and replace the Water Meter Pit; and

WHEREAS, the failing Water Meter Pit is no longer accurate and it is in the best interest of the citizens of Golden that the Water Meter Pit be replaced as soon as possible; and

WHEREAS, Bantam Properties, LLC, has been unable to secure private financing for replacement of the Water Meter Pit; and

WHEREAS, Golden and Bantam Properties, LLC, desire to enter into this Agreement to expedite the replacement of the Water Meter Pit by allowing Golden to cause such repairs and replacement to be made, with Bantam Properties, LLC, to reimburse Golden for such repairs and replacement over a five-year period.

**NOW, THEREFORE**, in consideration of the promises, covenants and agreements hereinafter set forth, it is contractually agreed by and between Golden and Bantam Properties, LLC (the "Parties") as follows:

1. **Definitions.** For the purpose of this Agreement, the following terms shall have the meanings defined below:

c. **Service Connection:** With respect to the Property, the Water Meter Pit (as defined below), the three inch (3") service connection water line to the Property, and all associated appurtenances, located on the southeast side of the property.

d. **Service Meter:** The water meter at the location of the Service Connection that meters the volume of water flowing from the Pipeline into the Service Connection to provide water to the Property.

e. **Water Meter Pit:** The manhole or vault on the Property that houses the water meter, and including the water meter and all appurtenances thereto.

2. **Term.** The term of this Agreement shall remain in effect for as long as Bantam Properties, LLC, is in compliance with the terms of this Agreement, unless otherwise terminated according to the terms of this Agreement.

3. **Water Meter Pit Replacement:** Golden shall cause the Water Meter Pit on the Property to be replaced within a reasonable time after the date of execution of this Agreement. Golden shall advance the cost of such replacement, and Bantam Properties, LLC, shall reimburse Golden for the entire cost of such replacement in accordance with paragraphs 4 and 5 of this Agreement.

4. **Water Service Charges.**

a. Bantam Properties, LLC, agrees to pay quarterly Water Service Charges based on the following three components:

i. Water delivery charge to the Service Connection as measured by the Service Meter and billed at the customary rate schedule applied to residential customers served by Golden inside its municipal boundary





# ARS, Rescue Rooter

American Residential Services, Inc.  
15750 Centretech Circle  
Aurora, CO 80011  
(303) 901-4686 Fax: (303) 418-6020

Technician: Mike Jansons  
Proposal Submitted To:

Golden Arms Apartments  
Location: 1400 Utah Street  
Golden, CO 80401  
(303) 889-9413  
Attention: Ted Rivera

**This proposal includes:**

Estimate to install new curb stop, remove old meter pit and install new meter pit (City of Golden will supply meter), install 15 feet of 3" water line with bypass and removal and replacement of asphalt.

Warranty for water line is 50 years on materials and 3 years on labor.

Warranty for meter pit and curb stop is 5 years on materials and 1 year on labor.

**This proposal excludes:**

Any other work not specified within the scope of the above noted specifications will be approved by you or your appointed representative.

We hereby propose to furnish labor, materials, equipment, permits and inspections in accordance with the above specifications, for the sum of: \$18,426.20

Payment due in full within 30 days; a 1.5% service charge will be applied for each 30 day delay in payment.

ARS Authorized Signature: [Signature] Date: 11/9/11

Note: Proposal maybe withdrawn by ARS of Colorado if not accepted within 30 days.

**Acceptance of Proposal:** The above prices, specifications and conditions are satisfactory, and are hereby accepted.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
Name: \_\_\_\_\_ Date: \_\_\_\_\_

Please contact Lori Antczak, Commercial Account Representative, at 303-901-4686 or [lantczak@ars.com](mailto:lantczak@ars.com)

## PROMISSORY NOTE

U.S. \$ 18,426.20

Jefferson County, Colorado

October 18, 2011

FOR VALUE RECEIVED, the undersigned (Borrower) promises to pay the **City of Golden** (Note Holder) the principal sum of Eighteen-Thousand Four-Hundred Twenty-Six U.S. Dollars and Twenty Cents (**\$18,426.20**) with interest at the rate of **one and 43/100 percent (1.43%)** per annum on the unpaid principle balance, amortized over five (5) years, payable in twenty (20) equal quarterly (3 month) installments of principal and interest in the amount of **\$956.27**. All payments shall be payable at the City of Golden, **911 – 10<sup>th</sup> Street, Golden, Colorado 80401**, or such other place as the Note Holder may designate, with such payments being billed to Borrowers with the quarterly water bill from the City of Golden. The entire principal amount outstanding and accrued interest thereon shall be due and payable on October 18, 2016, or upon the earlier sale, conveyance or transfer of **any portion, or all of the property located at 1400 Utah Street, Golden, Colorado 80401, and legally described as Lots 1 and 2, Southridge Unit No. 4, in the County of Jefferson, State of Colorado.**

Borrower shall pay to the Note Holder a late charge of five percent (5%) of any payment not received by the Note Holder within five (5) days after the payment is due. If any payment is not received within ten (10) business days after payment is due, Note Holder may, at its option, declare the entire unpaid principal and accrued interest balance due and payable immediately, and may exercise all rights and remedies available to it to collect such balance, including filing of an assessment lien against the property located at 1400 Utah Street, Golden, Colorado 80401, and legally described above, pursuant to Sections 13.04.009 and 5.01.050 of the Golden Municipal Code.

Payments received for application to this Note shall be applied first to the payment of late charges, if any, and second to payment of accrued interest, if any, and the balance applied to reduction of the principal amount.

If the Note Holder must initiate litigation to collect the loan it shall be entitled to collect all reasonable costs and expense of collection and/or suit, including, but not limited to reasonable attorneys' fees.

Borrower may prepay the principal amount outstanding under this Note, in whole or in part, at any time. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent payment.

Presentment, notice of dishonor, and protest are hereby waived by Borrower and all other makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of Borrower and all other makers, sureties, guarantors and endorsers, and their successors and assigns.

Any notice to Borrower provided for in this Note shall be in writing and shall be given and be



Attn: Anne Beierle  
911 10<sup>th</sup> Street  
Golden, CO 80401  
Fax: (303) 384-8001  
E-mail: abeierle@cityofgolden.net

Bantam Properties, LLC:

Attn: \_\_\_\_\_  
Bantam Properties, LLC  
[Address]  
Email: \_\_\_\_\_

12. Interpretation. It is the mutual understanding of the Parties that this Agreement shall not be construed or interpreted in any way as obligating Golden to ever finance repairs of service lines or water meter pits.

16. Contract. The Parties enter into this Agreement as a voluntary contract with valid consideration that binds the Parties to the terms therein.

17. No Vested Rights. This Agreement does not create a vested property right on behalf of Bantam Properties, LLC, in the water rights of Golden.

18. Waiver/Release. Pursuant to the purpose and intent of this Agreement, and as part of the consideration bargained for in this contract, Bantam Properties, LLC, waives any future right or claim that Golden is obligated to provide water meter pit repairs or any other repairs the Property's connection(s) to the municipal water distribution system or waste water system, as a public utility. Bantam Properties, LLC, agrees to release and forever discharge Golden for any cause of action concerning any adverse impact upon the Property arising out of the Water Meter Pit Replacement performed pursuant to this Agreement.

19. Entire Agreement. This Agreement, including all Exhibits referenced herein and in the Recitals, constitutes the entire agreement between the Parties and supersedes all other prior and contemporaneous agreements, representations, and understandings of the Parties regarding the subject matter of this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the Parties. No representations or warranties whatever are made by any Party to this Agreement except as specifically set forth in this Agreement or in any instrument delivered pursuant to this Agreement.

20. Section Headings. The headings of the sections of this Agreement are inserted solely for the convenience of reference and are not part of and are not intended to govern, limit, or aid in the construction of any term of provision herein.

21. Full Authority. The undersigned represent that they have full authority to enter this Agreement on behalf of the respective Parties. The Parties have taken all actions required and secured the necessary approvals to enter this Agreement. Golden further represents that this Agreement is in compliance with all municipal ordinances and that all appropriate resolutions concerning this Agreement have been duly enacted by its City Council.

22. Further Assurances. Golden and Bantam Properties, LLC, agree and consent to execute such additional documents that may be required by them and cooperate and give such further assurance as may be reasonably necessary to further the intent and purpose of this Agreement, including the documents to verify that this Agreement is or is not of continuing force and effect.

23. Counterparts. This Agreement is executed in duplicate counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument.

24. No Partnership. It is the intent of the Parties that this instrument shall establish an agreement for the repair and replacement of the Water Meter Pit serving Bantam Properties, LLC's Property and that this instrument shall not establish any agency relationship between the Parties nor shall this instrument create a joint venture or partnership between any of the Parties.

25. Colorado Law. This Agreement shall be interpreted and enforced according to the laws of the State of Colorado. This Agreement may be enforced in an action for specific performance, injunctive relief, or damages in the District Court for the First Judicial District of the State of Colorado.

26. Agreement to Run with the Land. This Agreement is a binding covenant intended to run with the land owned by Bantam Properties, LLC, and shall be binding upon any and all future owners of Property.

27. Succession. This Agreement shall be binding upon the successors and assigns of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF GOLDEN

By: \_\_\_\_\_  
Jacob Smith, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
David S. Williamson, City Attorney

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[SIGNATURES CONTINUE ON NEXT PAGE]

