

CITY OF CENTRAL, COLORADO
NOTICE OF A REGULAR MEETING of the CITY COUNCIL to be held on
Tuesday, January 17, 2012 @ 7:00 p.m.
141 Nevada Street, Central City, Colorado
AGENDA

The City Council meeting packets are prepared several days prior to the meetings and available for public inspection at City Hall during normal business hours the Monday prior to the meeting. This information is reviewed and studied by the City Council members, eliminating lengthy discussions to gain basic understanding. Timely action and short discussion on agenda items does not reflect lack of thought or analysis. Agendas are posted on the City's access channel, on the City Hall bulletin board, at the Post Office and at Washington Hall the Friday prior to the Council meeting.

7:00pm Council Meeting

1. Call to Order.
2. Roll Call.

Mayor	Ron Engels
Mayor Pro-Tem	Bob Spain
Council members	Bob Giancola
	Shirley Voorhies
	Rita Lee
3. Pledge of Allegiance
4. Additions and/or Amendments to the Agenda.
5. Conflict of Interest.
6. Consent Agenda: The Consent Agenda contains items that can be decided without discussion. Any Council member may request removal of any item they do not want to consider without discussion or wish to vote no on, without jeopardizing the approval of other items on the consent agenda. Items removed will be placed under Action items in the order they appear on the agenda (this should be done prior to the motion to approve the consent agenda).

Regular Bill lists of December 22, 29 & January 5, 12;
December Financial Reports; and
City Council minutes: December 20, 2011.

PUBLIC FORUM/AUDIENCE PARTICIPATION – *(public comment on items on the agenda not including Public Hearing items):* the City Council welcomes you here and thanks you for your time and concerns. If you wish to address the City Council, this is the time set on the agenda for you to do so. When you are recognized, please step to the podium, state your name and address then address the City Council. Your comments should be limited to **three (3) minutes per speaker**. The City Council may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and your questions may be directed to the City Manager for follow-up. Thank you.

LIQUOR LICENSE AUTHORITY –

7. Renewal of Luna Gaming Central City LLC dba Fortune Valley Hotel & Casino at 321 Gregory Street effective February 9, 2012 (Bechtel)

ACTION ITEMS: NEW BUSINESS –

8. Recognition of Service for Judge Rodgers
9. Planning Commission Appointment – Letter of intent from Margaret Grant
10. Annual Appointments:
 - a. Mayor Pro-tem appointment (Pursuant to City Charter, Section 3.5(b).
 - b. Legal Publication for 2012
 - c. DRCOG Representative

- d. Gilpin Ambulance Authority Representative
- e. Gilpin County Recreation Board Representative

11. Resolution No. 12-01: A resolution designating the public place for posting of notice of regular and special meetings of local public bodies of the City. (Bechtel)
12. Ordinance No. 12-01: An ordinance authorizing the City of Central to enter into a Municipal Lease Purchase Agreement and related documentation with Ally Financial for the lease and purchase of a 2012 Chevrolet Silverado pickup truck and a 2012 Chrysler/Dodge Ram 5500 chassis cab truck for public works purposes. (Flowers)

REPORTS –

13. Staff updates –

COUNCIL COMMENTS - limited to 5 minutes each member.

PUBLIC FORUM/AUDIENCE PARTICIPATION – for non-action items not Action or Public Hearing items on this agenda (same rules apply as outlined in the earlier Public Forum section).

EXECUTIVE SESSION – Pursuant to C.R.S. 24-6-402(4)(b) for purposes of receiving legal advice regarding: (1) term of appointment of municipal judge (2) Culpepper v. Central City lawsuit and related ADA complaint; (3) Ballowe lawsuit and (4) claims associated with the fire suppression line breaks from the Main Street Project and pursuant to C.R.S. 24-6-402(4)(e) for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations and instructing negotiators regarding proposed development within the City.

ADJOURN. Next Council meeting February 7, 2012.

Posted 1/13/12

Please call Reba Bechtel, City Clerk at 303-582-5251 at least 48 hours prior to the Council meeting if you believe you will need special assistance or any reasonable accommodation in order to be in attendance at or participate in any such meeting.

**CITY OF CENTRAL
CASH ON HAND
1/13/2012**

Total Beginning CCNB Cash on Hand 12/15/11	436,992.24
Deposits to CCNB	367,263.62
Wires Out CCNB	(172,339.49)
Cleared Checks	(250,680.68)
<hr/>	
1/13/2012	381,235.69
<less previously approved & outstanding>	(20,025.93)
<less <i>Burg Simpson Settlement-to GF Reserve</i> >	(125,000.00)
Total CCNB Cash on Hand 1/13/2012	236,209.76
Total Beginning Colotrust Cash on Hand 12/15/11	1,225,874.92
Wires into Account	5,405.68
Debt Service Payments	
Total Colotrust Cash on Hand 1/13/12	1,231,280.60
TOTAL CASH ON HAND 1/13/12	1,467,490.36

**CITY OF CENTRAL
DEBIT CARD PURCHASES
12/16 through 1/12**

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
12/19/2011	Smokin' Yards BBQ	Holiday Staff Potluck	111.09
12/20/2011	UPS	Shipping	10.42
12/22/2011	CO Preservation Inc.	Registration for Conference	165.00
12/23/2011	Annie Oakleys	Batteries	5.81
12/28/2011	CO Preservation Inc.	Registration for Conference	190.00
1/3/2012	American PW Assoc	2012 Dues	70.00
1/3/2012	American Civil Engineering	2012 Dues	235.00
1/9/2012	Earthlink.Com	Internet	21.95
1/9/2012	FBI National Academy	2012 Dues	70.00
1/9/2012	IACP	2012 Dues	120.00
1/10/2012	Hotels.com	Lodging for PW Training	129.32
1/13/2012	HSG Conference Registration	Conference Registration	400.00
Total			1,528.59

CASH FLOW
CHECK LISTING

Inv Date	Inv #	Ck. Date	CK#	Vendor	Description	Amount	Mail Date
12/16/11	0008250IN	12/16/11	124161	OJ Watson	Down Payment on Snow Plow	75,000.00	clrd
		12/23/11	124162	Council Stipend	Council Stipend	467.28	Sent
		12/23/11	124163	ICMA-401	Retirement Contributions	1,951.09	clrd
		12/23/11	124164	ICMA-457	Retirement Contributions	1,001.56	clrd
		12/23/11	124165	ICMA-IRA	Retirement Contributions	331.00	clrd
		12/21/11	124166	Petty Cash	Holiday Bonus Cash	2,775.00	clrd
12/31/11	1955	1/3/12	124167	Colorado Coach Transportation	January Shuttle Service	34,230.82	clrd
		1/6/12	124168	Payroll Checks	Payroll of 1/6	2,263.02	clrd
		1/6/12	124169	ICMA-401	Retirement Contributions	2,418.69	clrd
		1/6/12	124170	ICMA-457	Retirement Contributions	1,028.38	clrd
		1/6/12	124171	ICMA-IRA	Retirement Contributions	331.00	clrd
11/30/11	730099511	1/5/12	124172	DPC Industries	Chlorine for Water Plant	24.00	
12/19/11	155157	1/5/12	124173	Albert Frei and Sons	Stone	244.26	
12/15/11	W11384	1/5/12	124174	CIRSA	Workers Comp Payment	193.22	
12/9/11	5751110720	1/5/12	124175	Clear Creek Supply	PW Supplies & Parts	454.78	
12/20/11	010411	1/5/12	124176	CO Dept of Revenue	Employee Garnishment	72.18	Sent
12/2/11	138813401	1/5/12	124177	Conserve-A-Watt	Lightbulbs for Parkway	113.94	
12/15/11	41114	1/5/12	124178	Front Range Fire Apparatus	Repair to Fire Truck	3,570.88	
12/13/11	37941891	1/5/12	124179	General Air Service Supply	Flow Gauge for Water Plant	78.82	
12/14/11	Dec2011	1/5/12	124180	Lew Cady	HPC Attendance	50.00	clrd
12/13/11	2212262	1/5/12	124181	Idaho Springs Lumber	Gutter Supplies for PW Shop	278.70	
12/16/11	121611	1/5/12	124182	MCI	Toll Free Telephone Services	28.40	
12/8/11	857537	1/5/12	124183	Medved	PW Vehicle Repair	508.55	
12/19/11	086537	1/5/12	124184	Office Stuff	FD Clothing, Envelopes, Batteries & Calendar	1,718.55	
1/10/12	011011	1/5/12	124185	Xcel Energy	Electricity	171.71	
12/28/11	0390585023	1/5/12	124186	Cintas First Aid	Restock 1st Aid Cabinet	270.68	
12/16/11	121611	1/5/12	124187	Century Link	Telephone and Fax Lines	794.87	
12/21/11	122111	1/5/12	124188	Stephen Williamson	Water Legal Counsel and Litigation	135.00	
12/12/11	511836053	1/5/12	124189	Galls Inc.	Gift Certificates for Firefighters	146.50	
12/14/11	555319	1/5/12	124190	USA Bluebook	Water Plant Supplies	164.07	
12/20/11	122011	1/5/12	124191	The Supply Cache	Nomex Pants for FD	250.00	
12/15/11	31053B	1/5/12	124192	Colorado Asphalt Services	Asphalt	40.00	
12/12/11	AW12854	1/5/12	124193	McCandless International	Replace Fuel System in Truck	1,705.95	
12/27/11	1479	1/5/12	124194	AAA Trophies	FD Trophies	55.00	
12/15/11	121511	1/5/12	124195	Gilpin County Clerk	Election Services	1,034.40	
12/9/11	1112-01	1/5/12	124196	Gilpin County Historical Society	Employee for Washington Hall	1,399.45	
12/15/11	0164027	1/5/12	124197	Government Finance Officers	2012 Membership	170.00	
12/15/11	6708	1/5/12	124198	Deere & Ault	General Water Consulting and Accounting	2,415.50	
12/13/11	3056115627	1/5/12	124199	MHC Kenworth	Cap Part for Kenworth	6.48	
12/1/11	493735	1/5/12	124200	FSH Communications	Pay Phone Service	70.00	
12/1/11	7277	1/5/12	124201	Allen Technology Advising	IT Maintenance	3,030.18	
12/19/11	121911	1/5/12	124202	Wayne Butler	Firefighter Equipment Reimbursement	250.00	

CASH FLOW
CHECK LISTING

1/13/2012

12/15/11	231903	1/5/12	124203	One Way Inc	Residential Trash Pickup	3,800.05	clrd
12/13/11	121211	1/5/12	124204	Sprint	Long Distance Fax Lines	8.69	
11/21/11	18656	1/5/12	124205	Allied Towing	Repair Tires on Dump Truck	60.00	
12/12/11	4thQr2011	1/5/12	124207	Caitlyn Miller	Firefighter Mileage Reimbursement	528.00	
12/14/11	Dec2011	1/5/12	124207	Gloria Gaines	HPC Attendance	50.00	clrd
12/14/11	Dec2011	1/5/12	124208	Chris Roger	HPC Attendance	50.00	clrd
12/5/11	2012-184	1/5/12	124209	Colorado Wildland Fire	Training for FD	1,007.80	
12/22/11	122211	1/5/12	124210	Cody allen	Firefighter Mileage Reimbursement	247.53	
12/1/11	3141	1/5/12	124211	Prospectors Run HOA	Snow Removal for December	800.00	
12/16/11	1039842316	1/5/12	124212	Verizon Wireless	Water General Internet	80.71	
12/21/11	DZ22742	1/5/12	124213	Accutest Mountain States	Water Testing	165.00	
12/15/11	102866	1/5/12	124214	Equinox Pump Control	Water Plant Capital Repairs	13,469.94	
12/14/11	d	1/5/12	124215	Alexander Thome	HPC Attendance	50.00	Sent
12/19/11	36381	1/5/12	124216	Peak Performance Imaging	Metered Photocopiers	291.20	
12/23/11	188	1/5/12	124217	Albatross Inspections	FD Truck Repairs	278.37	
12/21/11	9140319	1/5/12	124218	Integra Telecom	Telephone Service	690.98	
12/9/11	3358	1/5/12	124219	Rocky Mountain Recreation	Benches for Main St.-Reimbursed by Easy St.	2,538.80	
12/14/11	d	1/5/12	124220	Deborah Wray	HPC Attendance	50.00	clrd
12/12/11	63403	1/5/12	124221	D&R Sales	Boots for PW	704.00	
12/16/11	274375	1/5/12	124222	Atapahoe Rental	Boom Lift Rental	638.81	
12/15/11	2037827	1/5/12	124223	EDS Waste Solutions	Dumpster Pickup	75.00	
12/14/11	121411	1/5/12	124224	Jennifer Mrachek	Firefighter Equipment Reimbursement	250.00	
12/13/11	1362285	1/5/12	124225	Tool King LLC	Drill Press	249.99	
12/5/11	165174	1/5/12	124226	Everist Materials	Salt and Sand	4,493.26	
1/5/12	010512	1/5/12	124227	Prospectors Run HOA	HOA Dues for Townhome	1,980.00	Sent
1/9/12	010912	1/9/12	124228	Alan Lanning	Mileage Reimbursement	205.92	
12/27/11	7370528111	1/12/12	124229	Dpc Industries	Chlorine for Water Plant	543.89	
1/6/12	438700	1/12/12	124230	Artech Business Forms	Tax Forms for 2012	92.82	
12/31/11	1011B	1/12/12	124231	Gilpin County	Victim Services	500.00	
12/29/11	122911	1/12/12	124232	Home Depot	PW and FD Supplies	1,193.64	
12/29/11	CTCS579735	1/12/12	124233	Medved	Repair Chevy Fire Truck	209.72	
1/3/12	010312	1/12/12	124234	Xcel Energy	Electricity	4,619.69	
12/31/11	21112181	1/12/12	124235	Utility Notification Center	Water Line Locates	8.05	
12/29/11	9718583876	1/12/12	124236	Granger	PW Supplies & Parts	28.76	
1/8/12	CC123111	1/12/12	124237	Weekly Register Call	Ordinance Publications	605.35	
12/31/11	21291	1/12/12	124238	Widner Michow	Legal Counsel and Litigation	8,288.44	
12/29/11	3661	1/12/12	124239	Dewco Pumps & Equipment	Water Plant Parts and Supplies	2,314.89	
12/28/11	1029441	1/12/12	124240	Equinox Pump Control	Pine Street Vault Repair	695.75	
12/31/11	010212	1/12/12	124241	T&D Car Wash	PD Car Washes	52.60	
1/4/12	122011	1/12/12	124242	Gilpin County Public Works	December Fleet Repairs	105.38	
12/31/11	51072	1/12/12	124243	UMB Bank NA	Bonds Trustee Fees	300.00	
12/29/11	27553	1/12/12	124244	ProCom	Random Drug Screenings	111.00	
12/26/11	63550	1/12/12	124245	D&R Sales	Boots for PW	250.00	

CASH FLOW
CHECK LISTING

12/15/11	124246	Nortstar Concrete	1/12/12	124246	Main Street Project Payment #4	312,667.02
6/20/11	124247	Kissinger & Fellman, P.C.	1/12/12	124247	Xcel Franchise Agreement Legal	1,025.00
1/1/12	124248	BH & CC Sanitation District	1/12/12	124248	Sanitation for City Properties	599.48
1/1/12	124249	CML	1/12/12	124249	Membership Dues 2012	811.00
12/2/11	124250	DR COG	1/12/12	124250	Membership Dues 2012	600.00
1/4/12	124251	Exquisite Enterprises	1/12/12	124251	Plaque for Judge	100.00
12/29/11	124252	Gilpin County School	1/12/12	124252	Donation to Spelling Bee	100.00
1/12/12	124253	Gilpin Ambulance	1/12/12	124253	Ambulance Service for January	12,750.00
1/3/12	124254	OJ Watson	1/12/12	124254	PW Parts & Supplies	331.61
1/9/12	124255	Office Stuff	1/12/12	124255	Batteries, Calendar, Toner, Folders	354.59
1/3/12	124256	Town Office Supply	1/12/12	124256	Business Cards for Thompson	52.95
1/8/12	124257	US Bank	1/12/12	124257	Photocopier Lease	427.61
1/1/12	124258	USPS	1/12/12	124258	Bus Shelter Lease	133.33
1/1/12	124259	Grainger	1/12/12	124259	Heating Parts	31.82
1/3/12	124260	Hartford Life and Accident	1/12/12	124260	Long Term D&D Premiums	1,028.22
1/1/12	124261	Anthem BCBS	1/12/12	124261	Health Insurance Premiums	16,022.04
1/5/12	124262	Vision Service Plan	1/12/12	124262	Vision Insurance Premiums	315.73
12/20/11	124263	Pitney Bowes	1/12/12	124263	Postage Scale Lease	32.25
1/3/12	124264	Aflac	1/12/12	124264	Supplemental Insurance Premiums	1,048.00
12/22/11	124265	FSH Communications	1/12/12	124265	Pay Phone Service	70.00
1/1/12	124266	Royce Industries	1/12/12	124266	PW Parts & Supplies	70.45
1/3/12	124267	Allen Technology Advising	1/12/12	124267	IT Maintenance	2,900.00
1/1/12	124268	YESCO	1/12/12	124268	CCP Sign Maintenance	82.50
1/1/12	124269	Cummins Rocmky Mountain	1/12/12	124269	Fire Truck Supplies	440.72
1/3/12	124270	Municipal Solutions	1/12/12	124270	Water General Software Annual Maintenance	795.00
12/5/11	124271	One Way Inc	1/12/12	124271	Residential Trash Pickup	4,003.05
1/1/12	124272	Skybeam	1/12/12	124272	Water Dept. Internet	74.81
12/25/11	124273	Force America	1/12/12	124273	Clutch Pump and Glass Element	473.30
1/4/12	124274	Stanley Convergent Security	1/12/12	124274	Alarm Monitoring	413.40
1/1/12	124275	Air-O-Pure Portables	1/12/12	124275	Restroom Sanitation at Shop and Reservoir	190.00
1/12/12	124276	Terry Tomsick	1/12/12	124276	Municipal Judge for January	90.00
1/12/12	124277	Prospectors Run HOA	1/12/12	124277	Snow Removal for January	800.00
1/1/12	124278	USA Communications	1/12/12	124278	Internet for FD, PW and Town Home	209.58
1/1/12	124279	Omni-Pro Cleaning	1/12/12	124279	Cleaning City Hall	300.00
1/1/12	124280	Finish Line Systems	1/12/12	124280	Water Meter Install Supplies	166.67
1/6/12	124281	Modular Space Corp.	1/12/12	124281	PW Modular	136.60
1/1/12	124282	Pro Com	1/12/12	124282	2012 Annual Fees	39.00
12/30/11	124283	Evergreen National Bank	1/12/12	124283	Short Term Loan Payment	3,624.78
1/1/12	124283	Evergreen National Bank	1/12/12	124283		

CASH FLOW
CHECK LISTING

1/13/2012

12/12/12	86001166	1/12/12	124284	Ideal Corporate Marketing	Winter Edition of USA Today Ad	5,500.00
1/1/12	011211	1/12/12	124285	Mike Dittmer	Restitution for Court Case	130.00
1/12/12	Jan2012	1/12/12	124286	Assurant Employee Benefits	Dental Insurance Benefits	1,516.47
Total Issued:						584,410.85
Approved & Sent Checks:						20,025.93
Clrd & Pending Approval						128,000.07
Voided Checks						-
Total Pending Approval 1/17						564,384.92

PRELIMINARY YTD REVENUE EXPENDITURE FUND SUMMARY
AS OF December 31, 2011

<u>Fund</u>	<u>Revenues YTD</u>	<u>Expenditures YTD</u>	<u>Excess/(Deficiency)</u>
General	4,966,002	3,705,924	1,260,078
Historic Preservation	436,945	926,444	(489,499)
Debt	1,056,733	1,024,248	32,485
Water	472,896	482,587	(9,691)
Totals	6,932,576	6,139,203	793,373

***Please note that this is only a preliminary revenue and expenditure report for the year-end.
After year end accruals, adjustments and any audit adjustments final year-end statements will
be provided.*

**CITY OF CENTRAL
GENERAL FUND
PRELIMINARY REVENUES EXPENDITURE REPORT
AS OF December 31, 2011**

REVENUES					Y/E	Excess/
<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Projections</u>	<u>(Deficiency)</u>
01-311-0000	Specific Ownership Tax	987	1,463	67%	1,463	-
01-311-0001	Delinquent Tax & Interest	3,369	488	690%	3,260	2,772
01-311-0002	Miscellaneous Prop Taxes	464	1,950	24%	500	(1,450)
01-311-1000	General Property Tax Revenue	22,818	21,645	105%	22,000	355
01-313-0000	Sales Tax Revenue	849,147	450,000	189%	750,000	300,000
01-313-0001	Delinquent Sales Tax Charges	-	100	0%	-	(100)
01-313-1000	Use Tax	57,321	18,800	305%	43,000	24,200
01-313-3000	Lodging Tax	37,911	30,080	126%	36,000	5,920
01-318-2000	Franchise Tax	50,230	43,423	116%	47,000	3,577
01-318-3000	Device Fees Machine Tax	1,746,575	1,483,416	118%	1,749,408	265,992
01-318-3001	Device Fee-2nd Add'l	174,578	148,273	118%	174,861	26,588
01-318-3002	Device Fees-Tollgate	517,068	543,461	95%	468,120	(75,341)
01-320-1000	Sales Tax License	9,500	2,000	475%	2,105	105
01-320-1001	Business Licenses	3,225	2,300	140%	2,880	580
01-320-1002	Dispensary License	1,200	-	-	3,600	3,600
01-321-1000	Liquor License	6,139	1,500	409%	5,000	3,500
01-321-6000	Contractors License	4,863	1,500	324%	2,700	1,200
01-322-1000	Building Permits	30,829	8,000	385%	23,428	15,428
01-322-7000	Sign License	1,000	500	200%	875	375
01-335-4000	Highway User Tax Fund	44,979	49,000	92%	45,000	(4,000)
01-335-4002	State Mineral Lease Distr.	414	700	59%	415	(285)
01-335-4003	State Severance Tax Distr.	4,543	3,500	130%	4,542	1,042
01-335-5000	Road & Bridges	17,305	12,220	142%	17,000	4,780
01-335-6000	Cigarette Tax	1,643	1,200	137%	1,300	100
01-335-9000	State Gaming Tax	812,685	757,854	107%	813,000	55,146
01-341-1000	Court Costs	1,300	600	-	1,260	660
01-341-2000	Other(Pub, Cop, B/D Cert)	229	900	25%	250	(650)
01-341-3000	Design Review Fees	17,996	5,000	360%	13,621	8,621
01-341-5000	Other Licenses, Fees & Permits	11,312	3,000	377%	6,201	3,201
01-341-6000	Elevator Inspection Fee	-	5,000	0%	5,000	-
01-342-0000	Snow Removal/Equipment Rental	357	1,200	30%	650	(550)
01-342-1000	Fingerprinting	3,025	2,500	121%	3,000	500
01-342-5000	Impound Fees	-	-	-	-	-
01-347-8000	Marketing Revenues-Events	1,000	-	-	-	-
01-351-1000	Fines	51,143	20,000	256%	45,000	25,000
01-352-1000	Bond Forfeiture	-	-	-	-	-
01-361-0000	Interest Income	(107)	500	-21%	-	(500)
01-362-2000	Surplus Sale Revenue	16,872	10,000	169%	16,872	6,872
01-363-1000	Lease Revenue	32,088	36,750	87%	36,750	-
01-390-0000	Other Misc Revenue	340,324	5,000	6806%	15,675	10,675
01-390-0422	Fire Dept Revenues	2,911	3,000	97%	3,000	-
01-390-2001	CCP Maintenance-BID	-	-	-	20,000	20,000
01-390-2003	Deferred Rev. Recognition	13,876	5,000	278%	30,000	25,000
01-391-0001	Sale of Property/Transfers In	9,500	-	-	9,500	9,500
01-396-0000	Lawsuit/Insurance Settlements	65,383	-	-	65,383	65,383
TOTAL REVENUES		4,966,002	3,681,823	135%	4,489,619	807,796

**CITY OF CENTRAL
GENERAL FUND
PRELIMINARY REVENUES EXPENDITURE REPORT
AS OF December 31, 2011**

JUDICIAL DEPARTMENT

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Y/E Projections</u>	<u>Excess/ (Deficiency)</u>
01-412-1100	Salaries & Wages	25,838	26,690	97%	26,498	192
01-412-2100	Insurance Benefits	1,618	3,004	54%	1,711	1,293
01-412-2200	Payroll Taxes	1,901	2,042	93%	2,027	15
01-412-2210	State Unemployment Tax	39	80	49%	79	1
01-412-2300	401K	649	670	97%	675	(5)
01-412-2310	457	-	-		-	-
01-412-2400	Training/Seminars	20	-		20	(20)
01-412-2600	Workers Comp Insurance	521	931	56%	623	308
01-412-3001	Attorney/Legal	6,600	7,200	92%	7,200	-
01-412-3301	IT MAINTENANCE	5,063	2,222	228%	6,007	(3,785)
01-412-3330	Municipal Court Expense	186	-		108	(108)
01-412-4110	Sewer	-	313	0%	150	163
01-412-5100	Postage	-	667	0%	667	-
01-412-5200	Liability Insurance	102	100	102%	100	-
01-412-5300	Telephone	-	2,667	0%	2,667	-
01-412-5611	Credit Card Processing Fees	388	250	155%	340	(90)
01-412-6110	Office Supplies	1,186	500	237%	1,125	(625)
01-412-6111	Stationary/Forms	-	-		-	-
01-412-6112	Photocopier Charges	42	500	8%	500	-
TOTAL JUDICIAL		44,153	47,836	92%	50,498	(2,662)

ADMINISTRATION DEPARTMENT

01-413-1100	Salaries & Wages	113,940	112,200	102%	118,200	(6,000)
01-413-1101	Mayor & Council Salaries	29,464	30,900	95%	30,900	-
01-413-2100	Insurance Benefits	16,071	14,936	108%	14,606	330
01-413-2200	Payroll Taxes	7,334	8,583	85%	9,042	(459)
01-413-2201	Fica/Mdcr Mayor & Council	2,288	2,364	97%	2,364	-
01-413-2210	State Unemployment Tax	343	337	102%	448	(111)
01-413-2300	401K	4,365	5,866	74%	5,866	-
01-413-2310	457	-	3,866	0%	-	3,866
01-413-2400	Training-Staff	12	-		-	-
01-413-2402	Council Training	2,502	5,000	50%	3,000	2,000
01-413-2600	Workers Comp Insurance	3,201	4,215	76%	3,341	874
01-413-2900	Employee Appreciation	69	-		-	-
01-413-2901	Car Allowance - City Manager	-	-		-	-
01-413-3211	Boards & Commissions Stipends	200	-		500	(500)
01-413-3300	Other Professional Services	-	-		-	-
01-413-3301	IT Services & Support	6,101	2,222	275%	5,500	(3,278)
01-413-3330	Attorney/Legal	109,806	50,000	220%	101,000	(51,000)
01-413-4100	Public Service	4,564	6,720	68%	4,336	2,384
01-413-4110	SEWER	323	313	103%	250	63
01-413-4303	Building Maintenance	7,634	-		9,200	(9,200)

**CITY OF CENTRAL
GENERAL FUND
PRELIMINARY REVENUES EXPENDITURE REPORT
AS OF December 31, 2011**

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Y/E Projection</u>	<u>Excess/ (Deficiency)</u>
01-413-4304	Alarm Monitoring	268	-		520	(520)
01-413-4305	Elevator Contract	-	5,000	0%	5,000	-
01-413-4400	BLM Land Lease	-	250	0%	250	-
01-413-4410	Rental Expense-Bus Shelter	1,467	1,600	92%	1,600	-
01-413-4420	Century/Tollgate Dv Fee Rebate	377,294	437,479	86%	486,646	(49,167)
01-413-5100	Postage	802	667	120%	800	(133)
01-413-5200	Liability Insurance	1,000	100	1000%	102	(2)
01-413-5201	Liability Deductibles	4,090	-		4,090	(4,090)
01-413-5300	Telephone	1,267	2,667	48%	1,217	1,450
01-413-5301	Cellular Phones	652	480	136%	536	(56)
01-413-5700	Dues & Subscriptions	9,925	-		9,600	(9,600)
01-413-5800	Travel/Meals	3,089	-		4,650	(4,650)
01-413-5990	Council Discretionary	164,214	5,000	3284%	164,214	(159,214)
01-413-5991	Public Education	7,500	7,500	100%	7,500	-
01-413-5997	Manager's Discretionary	8,018	10,000	80%	10,000	-
01-413-6000	Miscellaneous Expense	1,094	-		500	(500)
01-413-6110	Office Supplies	540	500	108%	514	(14)
01-413-6111	Stationary/Forms	261	-		225	(225)
01-413-6112	Photocopier Charges	942	500	188%	853	(353)
01-413-6114	Software/Internet	659	-		563	(563)
TOTAL ADMINISTRATION		891,299	719,265	124%	1,007,933	(288,668)

CITY CLERK

01-411-1100	Salaries & Wages	58,796	61,200	96%	61,200	-
01-411-1101	Event Coordination	450	5,000	9%	5,000	-
01-411-2100	Insurance Benefits	6,470	5,537	117%	5,038	499
01-411-2200	Payroll Taxes	4,007	4,682	86%	4,382	300
01-411-2210	State Unemployment Tax	134	180	74%	184	(4)
01-411-2300	401k	2,354	-		2,448	(2,448)
01-411-2310	457	-	2,400	0%	-	2,400
01-411-2400	Training/Seminars	25	-		-	-
01-411-2600	Workers Comp Insurance	1,326	1,640	81%	1,429	211
01-411-3002	Elections Expense	-	-		981	(981)
01-411-3301	IT Services & Support	6,101	2,222	275%	3,268	(1,046)
01-411-3401	Records Preservation	5,749	10,000	57%	5,000	5,000
01-411-3402	Codification	4,178	4,000	104%	4,178	(178)
01-411-4100	Electricity	3,540	4,190		4,064	126
01-411-4110	SEWER	162	313	52%	162	151
01-411-4303	Building Maintenance	2,980	-		2,000	(2,000)
01-411-4304	Alarm monitoring	268	120	223%	268	(148)
01-411-5100	Postage	720	667	108%	713	(46)
01-411-5111	City Clerk/Sleuth Software	-	1,000	0%	-	1,000
01-411-5200	Liability Insurance	76	100	76%	100	-
01-411-5300	Telephone	1,211	2,667	45%	1,217	1,450
01-411-5410	Classifieds	160	2,000	8%	2,000	-
01-411-5420	Legal Publications	949	-		-	-

**CITY OF CENTRAL
GENERAL FUND
PRELIMINARY REVENUES EXPENDITURE REPORT
AS OF December 31, 2011**

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Y/E Projection</u>	<u>Excess/ (Deficiency)</u>
01-411-5611	Credit Card Fees	47	200	24%	100	100
01-411-5700	DUES & SUBSCRIPTIONS	254	-		240	(240)
01-411-6110	Office Supplies	209	500	42%	565	(65)
01-411-6111	Stationary & Forms	49	-		100	(100)
01-411-6112	Photocopier Charges	927	500	185%	853	(353)
01-411-6113	Small Equipment	-	-		-	-
01-411-6114	Software/Internet	30	-		3,810	(3,810)
TOTAL CITY CLERK		101,172	109,118	93%	109,300	(182)

FINANCE DEPARTMENT

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Y/E Projections</u>	<u>Excess/ (Deficiency)</u>
01-415-1100	Salaries & Wages	104,307	108,247	96%	108,247	-
01-415-1101	Event Coordination	5,000	5,000	100%	5,000	-
01-415-2100	Insurance Benefits	14,885	16,692	89%	12,267	4,425
01-415-2200	Payroll Taxes	6,707	8,281	81%	8,281	-
01-415-2210	State Unemployment Tax	404	325	124%	325	-
01-415-2300	401k	1,350	2,793	48%	2,793	-
01-415-2310	457	-	-		-	-
01-415-2400	Training/Seminars	98	-		98	(98)
01-415-2600	WORKERS COMP Insurance	2,425	2,832	86%	2,551	281
01-415-3220	Accounting/Auditors	19,900	19,000	105%	19,900	(900)
01-415-3300	Other Professional Services	-	-		-	-
01-415-3301	IT Services & Support	6,201	2,222	279%	3,368	(1,146)
01-415-3403	Filing Fees	-	-		-	-
01-415-4100	Public Service	4,051	6,600	61%	4,064	2,536
01-415-4110	SEWER	162	313	52%	162	151
01-415-4303	Building Maintenance	2,976	-		2,000	(2,000)
01-415-4304	Alarm Monitoring	268	120	223%	268	(148)
01-415-5100	Postage	802	667	120%	748	(81)
01-415-5110	Computer Network Agreement	2,795	2,830	99%	2,795	35
01-415-5200	Liability Insurance	102	100	102%	102	(2)
01-415-5300	Telephone	1,294	2,667	49%	1,217	1,450
01-415-5600	Treasurer's Fees	555	700	79%	850	(150)
01-415-5610	Bank Charges	1,517	500	303%	1,500	(1,000)
01-415-5611	Credit Card Processing Fees	142	300	47%	150	150
01-415-5700	MEMBERSHIP FEES	170	-		170	(170)
01-415-5800	Travel	129	-		129	(129)
01-415-6110	Office Supplies	1,001	500	200%	1,043	(543)
01-415-6111	Stationary & Forms	509	-		500	(500)
01-415-6112	Photocopier Charges	942	500	188%	872	(372)
01-415-6114	Software/Internet	165	1,000	17%	3,989	(2,989)
TOTAL FINANCE		178,857	182,189	98%	183,389	(1,200)

CITY OF CENTRAL
GENERAL FUND
PRELIMINARY REVENUES EXPENDITURE REPORT
AS OF December 31, 2011

COMMUNITY DEVELOPMENT

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Y/E</u> <u>Projections</u>	<u>Excess/</u> <u>(Deficiency)</u>
01-419-1100	Salaries & Wages	92,489	72,153	128%	72,153	-
01-419-2100	Insurance Benefits	7,383	8,205	90%	5,548	2,657
01-419-2200	Payroll Taxes	6,221	5,520	113%	5,520	-
01-419-2210	State Unemployment Tax	164	216	76%	216	-
01-419-2300	401K	-	2,222	0%	2,222	-
01-419-2400	Training/Seminars	-	-	-	-	-
01-419-2600	Workers Comp Insurance	1,582	1,993	79%	1,684	309
01-419-3301	IT Services & Support	6,100	2,222	275%	7,018	(4,796)
01-419-3401	Planning & Engineering	10,873	-	-	3,500	(3,500)
01-419-3402	Reimbursable Planning Expenses	30,461	5,000	609%	30,000	(25,000)
01-419-3403	Contract Services	100	-	-	100	(100)
01-419-3404	Design Review Fees	-	5,000	0%	5,000	-
01-419-3405	Plan Review	7,749	-	-	7,749	(7,749)
01-419-4100	Public Service	3,540	5,400	66%	4,064	1,336
01-419-4110	SEWER	162	313	52%	162	151
01-419-4303	Building Repairs & Maintenance	2,854	-	-	2,000	(2,000)
01-419-4304	Alarm Monitoring	268	120	223%	268	(148)
01-419-4305	Building Permits	14,591	8,000	182%	15,000	(7,000)
01-419-5100	Postage	802	667	120%	748	(81)
01-419-5200	Liability Insurance	102	100	102%	102	(2)
01-419-5300	Telephone	1,515	3,095	49%	1,585	1,510
01-419-5410	Classifieds	1,661	-	-	1,661	(1,661)
01-419-5611	Credit Card Processing Fees	385	300	128%	255	45
01-419-5700	Dues & Subscriptions	(353)	-	-	10	(10)
01-419-6110	Office Supplies	1,885	500	377%	643	(143)
01-419-6111	Stationary & Forms	116	-	-	250	(250)
01-419-6112	Photocopier Charges	1,779	500	356%	2,523	(2,023)
01-419-6114	Software/Internet	30	-	-	100	(100)
TOTAL COMMUNITY DEVELOPMENT		192,459	121,526	158%	170,081	(48,555)

PUBLIC WORKS DEPARTMENT

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Y/E</u> <u>Projections</u>	<u>Excess/</u> <u>(Deficiency)</u>
01-431-1100	Salaries & Wages	399,561	421,778	95%	371,417	50,361
01-431-1300	Overtime	8,755	-	-	5,713	(5,713)
01-431-2100	Insurance Benefits	102,923	94,728	109%	87,203	7,525
01-431-2200	Payroll Taxes	27,209	32,266	84%	28,413	3,853
01-431-2210	State Unemployment Tax	864	1,265	68%	1,114	151
01-431-2300	401k	11,613	10,239	113%	11,863	(1,624)
01-431-2310	457	-	3,213	0%	-	3,213
01-431-2400	Training/Seminars	741	500	148%	564	(64)
01-431-2600	WORKERS COMP Insurance	9,817	8,000	123%	9,846	(1,846)
01-431-3301	Computer IT	7,882	2,222	355%	10,181	(7,959)
01-431-4100	Public Service	76,578	102,000	75%	75,000	27,000
01-431-4110	Sewer	5,921	3,760	157%	5,731	(1,971)
01-431-4210	Recycling	1,774	12,000	15%	2,278	9,722

**CITY OF CENTRAL
GENERAL FUND
PRELIMINARY REVENUES EXPENDITURE REPORT
AS OF December 31, 2011**

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Y/E Projections</u>	<u>Excess/ (Deficiency)</u>
01-431-4211	City Trash Service	6,157	10,000	62%	7,000	3,000
01-431-4212	Citizen Trash Service	42,660	41,000	104%	42,660	(1,660)
01-431-4303	Building Maintenance	6,137	-		5,010	(5,010)
01-431-4304	Alarm Monitoring	268	120	223%	300	(180)
01-431-4330	Streets & Culverts	2,381	-		2,358	(2,358)
01-431-4331	Paint Stripping	3,910	-		3,910	(3,910)
01-431-4332	Equipment & Tools	4,972	-		3,764	(3,764)
01-431-4420	Equipment Rentals	508	-		1,000	(1,000)
01-431-5100	Postage	647	333	194%	557	(224)
01-431-5200	Liability Insurance	47,108	43,238	109%	47,108	(3,870)
01-431-5300	TELEPHONE	1,734	2,667	65%	2,200	467
01-431-5301	Cell Phones	3,602	3,660	98%	3,000	660
01-431-5401	Summer Flowers	1,599	-		1,599	(1,599)
01-431-5402	Holiday Decorations	699	-		-	-
01-431-5410	Classifieds	1,010	-		1,010	(1,010)
01-431-5700	Dues & Subscriptions	305	-		-	-
01-431-5800	Travel	73	-		72	(72)
01-431-6110	Office Supplies	979	500	196%	1,000	(500)
01-431-6111	Stationary & Forms	116	-		116	(116)
01-431-6112	Photocopier Charges	942	500	188%	872	(372)
01-431-6113	Uniforms	2,339	-		2,300	(2,300)
01-431-6114	Software/Internet	11,727	-		11,693	(11,693)
01-431-6116	Modular Trailer	3,669	-		5,000	(5,000)
01-431-6501	Sand & Salt	30,081	15,000	201%	15,820	(820)
01-431-6502	Signs	724	-		800	(800)
01-431-6503	Paving Materials	17,797	-		13,500	(13,500)
01-431-7303	Sand for CCP	20,488	40,000	51%	40,000	-
01-431-7304	Fuel-CCP	-	16,000	0%	35,652	(19,652)
01-431-7305	Heavy Equipment Repair-CCP	20,664	25,000	83%	15,000	10,000
01-431-7306	Plow Blades-CCP	1,533	15,000	10%	8,000	7,000
01-431-7307	Public Service	18,159	22,843	79%	17,000	5,843
01-431-7308	Guardrail Repair	10,204	-		7,360	(7,360)
01-431-7309	CCP Signage	908	-		825	(825)
01-431-7310	Roworth Light/Sound Barrier	-	-		-	-
01-431-7311	Sturgeon Lighting Contract	1,125	500	225%	533	(33)
01-431-7312	CCP Maintenance-Crack Filling	227	-		250	(250)
01-431-7420	Lease Purchase Payments	77,500	-		77,500	(77,500)
01-431-7431	Computer Equipment	2,447	-		2,447	(2,447)
TOTAL PUBLIC WORKS		999,037	928,332	108%	986,539	(58,207)

**CITY OF CENTRAL
GENERAL FUND
PRELIMINARY REVENUES EXPENDITURE REPORT
AS OF December 31, 2011**

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Y/E Projections</u>	<u>Excess/ (Deficiency)</u>
01-430-4308	Heavy Equipment Repair	8,258	10,000	83%	8,000	2,000
01-430-4309	Light Equipment Repair	28,224	10,000	282%	22,000	(12,000)
01-430-4332	Equipment & Tools	767	-		800	(800)
01-430-4333	Small Item Supplies	740	-		740	(740)
01-430-6110	Shuttle Services	414,407	415,000	100%	415,000	-
01-430-6260	Fuel	62,970	37,000	170%	37,000	-
01-430-7420	Lease Purchase Payments	-	-		-	-
TOTAL FLEET MAINTENANCE		515,366	472,000	109%	483,540	(11,540)
TOTAL PUBLIC WORKS & FLEET		1,514,403	1,400,332	108%	1,470,079	(69,747)

POLICE DEPARTMENT

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Y/E Projections</u>	<u>Excess/ (Deficiency)</u>
01-421-1100	Salaries & Wages	286,441	284,122	101%	301,516	(17,394)
01-421-1300	Overtime	7,464	-		7,000	(7,000)
01-421-2100	Insurance Benefits	31,082	39,095	80%	24,900	14,195
01-421-2200	Payroll Taxes	2,812	4,120	68%	4,700	(580)
01-421-2210	State Unemployment Tax	598	852	70%	905	(53)
01-421-2310	457	5,234	3,722	141%	6,100	(2,378)
01-421-2320	FPPA	19,188	22,668	85%	23,710	(1,042)
01-421-2400	Training/Seminars	313	-		250	(250)
01-421-2600	Workers Comp Insurance	6,287	6,213	101%	6,650	(437)
01-421-2901	Uniform Cleaning	1,862	1,456	128%	1,975	(519)
01-421-3301	IT Services & Support	6,101	2,222	275%	3,275	(1,053)
01-421-4100	Public Service	5,121	8,880	58%	5,365	3,515
01-421-4110	SEWER	162	313	52%	162	151
01-421-4303	Building Maintenance	4,253	9,000	47%	8,000	1,000
01-421-4304	Alarm Monitoring	268	120	223%	268	(148)
01-421-4309	Vehicle Maintenance	9,467	2,000	473%	9,267	(7,267)
01-421-5100	Postage	882	333	265%	792	(459)
01-421-5111	Hrdwre/Sftwre Support Services	3,960	4,000	99%	4,000	-
01-421-5200	Liability Insurance	2,151	140	1536%	2,151	(2,011)
01-421-5300	TELEPHONE	4,226	2,667	158%	4,000	(1,333)
01-421-5301	Cell Phones	3,158	1,000	316%	2,900	(1,900)
01-421-5410	Classified	350	-		400	(400)
01-421-5411	Recruitment	175	-		175	(175)
01-421-5700	Dues & Subscriptions	(219)	-		1,000	(1,000)
01-421-5900	Victim Services	1,500	2,000	75%	4,000	(2,000)
01-421-5901	Blood Alcohol Testing	484	500	97%	1,500	(1,000)
01-421-6109	Tools & Supplies	4,776	-		2,100	(2,100)
01-421-6110	Office Supplies	2,264	500	453%	2,000	(1,500)
01-421-6111	Stationary/Forms	106	-		106	(106)
01-421-6112	Photocopier Charges	942	500	188%	875	(375)
01-421-6113	Uniforms	3,444	-		3,700	(3,700)
01-421-6114	Software/Internet	450	-		3,950	(3,950)

CITY OF CENTRAL
GENERAL FUND
PRELIMINARY REVENUES EXPENDITURE REPORT
AS OF December 31, 2011

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Y/E</u> <u>Projections</u>	<u>Excess/</u> <u>(Deficiency)</u>
01-421-6121	Ammunition	2,515	-		2,600	(2,600)
01-421-6123	Protective Equipment	760	-		760	(760)
01-421-6260	Fuel	403	11,800	3%	11,800	-
01-421-6400	Books & Manuals	889	-		500	(500)
01-421-7434	Pole Mounted Radar Signs	-	-		1,752	(1,752)
01-421-8001	Prisoner Expense	-	250	0%	-	250
	TOTAL POLICE	419,869	408,473	103%	455,104	(46,631)

FIRE DEPARTMENT

01-422-1100	Salaries & Wages	64,726	67,435	96%	67,420	15
01-422-1110	Firefighters Per Call	4,623	8,000	58%	5,000	3,000
01-422-2100	Insurance Benefits	1,062	756	140%	1,035	(279)
01-422-2200	Payroll Taxes	602	978	62%	1,000	(22)
01-422-2210	State Unemployment Tax	131	202	65%	202	-
01-422-2310	457	2,593	2,697	96%	2,697	-
01-422-2320	FPPA	5,186	5,395	96%	5,395	-
01-422-2321	FPPA Pension Contribtn-Volunte	7,600	7,600	100%	7,600	-
01-422-2400	Training	4,253	5,000	85%	5,000	-
01-422-2600	Workers Comp Insurance	1,969	1,568	126%	1,969	(401)
01-422-3301	IT Maintenance & Support	-	2,222	0%	2,222	-
01-422-4100	Public Service	3,180	3,840	83%	3,520	320
01-422-4110	Sewer	-	313	0%	150	163
01-422-4302	Repairs	912	-		1,000	(1,000)
01-422-4309	Fire Truck Maintenance	14,621	10,000	146%	8,673	1,327
01-422-5100	Postage	-	333	0%	333	-
01-422-5200	Liability Insurance	151	140	108%	151	(11)
01-422-5201	Liability Deductibles	-	-		-	-
01-422-5300	TELEPHONE	2,594	2,667	97%	2,437	230
01-422-5301	Cell Phones	457	432	106%	500	(68)
01-422-5700	Dues & Subscriptions	2,115	-		2,115	(2,115)
01-422-6107	Supplies	1,837	-		1,500	(1,500)
01-422-6109	Fire Station Equipment	299	-		299	(299)
01-422-6110	Office Supplies	459	500	92%	459	41
01-422-6112	Photocopier Charges	-	500	0%	500	-
01-422-6113	Uniforms	137	-		200	(200)
01-422-6114	Software/Internet	1,252	-		1,205	(1,205)
01-422-6125	Medical Equipment	95	-		100	(100)
01-422-6126	Fire Supplies for Trucks	5,831	-		5,831	(5,831)
01-422-6127	Hoses & Nozzles	197	-		197	(197)
01-422-6129	Fire Extinguishers	68	-		200	(200)
01-422-6260	Fuel	-	6,000	0%	6,000	-
01-422-7432	Radios & Radio Equipment	822	-		822	(822)
01-420-5001	Dispatch Services-Contract	60,000	30,000	200%	60,000	(30,000)
01-420-5002	Ambulance Services-Contract	140,250	153,000	92%	153,000	-
	TOTAL FIRE	328,022	309,578	106%	348,732	(39,154)

**CITY OF CENTRAL
GENERAL FUND
PRELIMINARY REVENUES EXPENDITURE REPORT
AS OF December 31, 2011**

MARKETING DEPARTMENT

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Y/E Projections</u>	<u>Excess/ (Deficiency)</u>
01-450-2600	Workers Comp Insurance	(103)	-		(103)	103
01-450-3301	IT Services & Support	6,101	2,222	275%	2,870	(648)
01-450-3330	Other Professional Services	-	-		1,113	(1,113)
01-450-3410	Web Site Maintenance	300	1,200	25%	1,200	-
01-450-3413	Marketing Expenses	750	-		750	(750)
01-450-4100	Public service	-	600	0%	600	-
01-450-4110	Sewer	-	313	0%	313	-
01-450-4303	Building Maintenance	2,066	-		890	(890)
01-450-4304	Alarm Monitoring	-	120	0%	120	-
01-450-5100	Postage	934	-		785	(785)
01-450-5200	Liability Insurance	102	100	102%	100	-
01-450-5300	Telephone	1,153	2,667	43%	1,160	1,507
01-450-5400	Advertising	5,135	-		6,000	(6,000)
01-450-5411	Madam Lou Bunch Event	1,500	1,500	100%	1,500	-
01-450-5413	Freedom Fest Event	5,000	5,000	100%	5,000	-
01-450-5415	Misc. Events	11,722	10,000	117%	12,000	(2,000)
01-450-6110	Office Supplies	58	500	12%	500	-
01-450-6112	Photocopier Charges	942	500	188%	805	(305)
01-450-6114	Software/Internet	30	-		90	(90)
TOTAL MARKETING		35,690	24,722	144%	35,693	(10,971)

	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Y/E Projections</u>	<u>Excess/ (Deficiency)</u>
TOTAL GENERAL FUND EXPENDITURES	3,705,924	3,323,039	112%	3,830,809	(507,770)
TOTAL GENERAL FUND REVENUES	4,966,002	3,681,823	135%	4,489,619	807,796
				<i>CIRSA snow plow insurance funds reserved for down pymnt</i> (50,477)	
Adjusted General Fund Revenues				4,439,142	
EXCESS (DEFICIENCY) OF REV/EXP	1,260,078	358,784		608,333	300,026

CITY OF CENTRAL
HISTORIC PRESERVATION FUND
PRELIMINARY REVENUE EXPENDITURE REPORT
AS OF December 31, 2011

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Y/E</u> <u>Projection</u>	<u>Excess/</u> <u>(Deficiency)</u>
02-334-1000	State Grant/Revenues	430,187	378,680	114%	429,171	50,491
02-347-8001	Visitors Center Revenue	6,550	3,000	218%	5,000	2,000
02-361-0000	Interest on Investment	207	250	83%	270	20
02-390-1000	Misc Income	1	-		1	1
	TOTAL REVENUES	436,945	381,930	114%	434,442	52,512
02-451-4100	PUBLIC SERVICE-VC	2,559	3,600	71%	3,117	483
02-451-4110	Sewer and Sanitation	182	-		242	(242)
02-451-4303	BUILDING MAINTENANCE-VC	1,510	1,500	101%	1,439	61
02-451-5100	POSTAGE-VC	13	100	13%	10	90
02-451-5200	LIABILITY INSURANCE-VC	102	1,600	6%	153	1,447
02-451-5300	TELEPHONE-VC	1,701	2,000	85%	1,675	325
02-451-5611	CREDIT CARD PROCESSING FEES	460	200	230%	522	(322)
02-451-6110	OFFICE SUPPLIES/SMALL EQUIPMEN	285	200	143%	251	(51)
02-451-6113	INVENTORY-VC	2,936	4,500	65%	4,500	-
02-451-6114	SOFTWARE-VC	52	-		432	(432)
02-451-6115	STATE SALES TAX TAX-VC	161	100	161%	110	(10)
02-456-1100	Salaries & Wages	29,136	48,797	60%	47,015	1,782
02-456-2100	Health/Dental/Vision/D&YD	2,851	2,832	101%	3,082	(250)
02-456-2200	FICA/MdCare	1,848	3,733	50%	3,597	136
02-456-2210	State Unemployment Tax	118	146	81%	143	3
02-456-2300	401k	-	962	0%	-	962
02-456-2600	Worker's Compensation	1,037	1,547	67%	1,037	510
02-456-3000	CONTRACT SERVICES	200	-		200	(200)
02-456-3201	Training/ Seminars	165	-		165	(165)
02-456-3211	STIPENDS	3,100	3,600	86%	3,600	-
02-456-4303	Fire Department Repair	-	-		-	-
02-456-4304	City Property-Rehabilitation	24,744	50,000	49%	50,000	-
02-456-4390	Rock Wall Restoration	678	25,000	3%	10,000	15,000
02-456-5410	Classifieds	-	-		-	-
02-456-5411	Historic Tourism	36,804	5,000	736%	37,000	(32,000)
02-456-5700	Dues & Subscriptions	-	100	0%	-	100
02-456-6110	Office Supplies	179	-		179	(179)
02-456-7200	Boodle Mill Restoration	259	-		-	-
02-456-7203	Main St Streetscape	699,337	150,000	466%	150,000	-
02-456-7204	Mack Brewery Restoration	13,626	-		9,851	(9,851)
02-456-8805	Emergency Grants	89,982	100,000	90%	100,000	-
02-456-8806	Big T Lot	12,419	-		-	-
02-456-8807	Sidewalks	-	150,000		150,000	-
	TOTAL HP EXPENDITURES	926,444	555,517	167%	578,320	(22,803)
	TOTAL REVENUES	436,945	381,930	114%	434,442	52,512
	EXCESS (DEFICIENCY) OF REV/EXP	(489,499)	(173,587)		(143,878)	29,709

**CITY OF CENTRAL
DEBT SERVICE FUND
PRELIMINARY REVENUE EXPENDITURE REPORT
AS OF December 31, 2011**

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Y/E Projection</u>	<u>Excess/ (Deficiency)</u>
40-311-0000	Specific Ownership Tax	14,081	15,600	90%	15,600	-
40-311-0001	Delinquent Tax/Int.	47,890	488	9814%	46,425	45,937
40-311-0002	Miscellaneous Tax	-	488	0%	-	(488)
40-311-1000	Property Tax Revenues	325,459	282,750	115%	313,500	30,750
40-318-3001	Device Fees-Add'l Tax #1	288,135	244,722	118%	288,603	43,881
40-318-3002	Tollgate Device Fees	77,550	81,508	95%	70,209	(11,299)
40-361-0000	Interest On Deposits	131	-		59	59
40-393-1001	Other Financing Source-Escrow	303,487	-		303,450	303,450
	TOTAL REVENUES	1,056,733	625,556	169%	1,037,846	412,290
EXPENDITURES						
40-471-8201	Short Term Loan Prin/Int	5,999	-		5,300	(5,300)
40-471-8205	GO Water Bonds 1981 princ	303,782	-		303,782	(303,782)
40-471-8208	GO Water Bonds Series 2010 Pri	425,000	425,000	100%	425,000	-
40-471-8209	Excise Tax Bonds Series 2010 P	210,000	210,000	100%	210,000	-
40-472-8209	GO Water Bonds, Series 2010 In	48,313	48,313	100%	48,313	-
40-472-8210	Excise Tax Bonds, Series 2010	22,787	22,787	100%	22,787	-
40-475-3100	Trustee Fess & Services	900	300	300%	4,000	(3,700)
40-475-3101	Treasurer's Fees	7,467	6,000	124%	7,000	(1,000)
	TOTAL EXPENDITURES	1,024,248	712,400	824%	1,026,182	(313,782)
	EXCESS (DEFICIENCY) OF REV/EXP	32,485	(86,844)		11,664	98,508

**CITY OF CENTRAL
WATER FUND
PRELIMINARY REVENUE EXPENDITURE REPORT
AS OF December 31, 2011**

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Y/E Projection</u>	<u>Excess/ (Deficiency)</u>
50-340-0001	Hydrant Revenue	9,718	8,000	121%	8,800	800
50-340-0002	Water Sales Residential	299,047	243,600	123%	299,046	55,446
50-340-0003	Water Sales Commercial	87,368	122,000	72%	111,000	(11,000)
50-340-0005	Turn On/Off Fees	252	-		200	200
50-340-0006	Tap Fees	85,640	-		85,640	85,640
50-340-0007	Late Fees	-	1,000	0%	-	(1,000)
50-361-1000	Interest On Water Bills	210	100	210%	210	110
50-390-0000	Miscellaneous Revenue	(9,339)	32,534	-29%	500	(32,034)
TOTAL WATER REVENUE		472,896	407,234	116%	505,396	98,162
50-433-1100	Salaries & Wages	87,340	7,344	1189%	100,625	(93,281)
50-433-1300	Overtime	2,813	-		2,000	(2,000)
50-433-2100	Insurance Benefits	7,641	1,478	517%	7,257	(5,779)
50-433-2200	Payroll Taxes	6,708	562	1194%	7,700	(7,138)
50-433-2210	State Unemployment Tax	72	22	327%	130	(108)
50-433-2300	401k	3,500	127	2756%	4,025	(3,898)
50-433-2310	457 Retirement	-	-		-	-
50-433-2400	Training/Seminars	2,611	-		3,000	(3,000)
50-433-2600	Workers Comp Insurance	32	220	15%	32	188
50-433-3300	Ramey-Professional Services	-	96,600	0%	-	96,600
50-433-3330	General Legal (centci.001)	11,683	7,500	156%	10,882	(3,382)
50-433-3331	Temp Supply Plan (centci.006)	619	-		700	(700)
50-433-3332	Cond.Water Rights (centci.011)	-	-		-	-
50-433-3333	Ames Water Lease (centci.062)	-	-		-	-
50-433-3334	Forest Service ROW(centci.003)	6,109	-		-	-
50-433-3335	Augmentation Case (centci.007)	-	-		150	(150)
50-433-3336	Farmer's Highline (centci.15)	-	-		-	-
50-433-3337	BH Flow/Storage (centci.016)	-	-		-	-
50-433-3338	BH Exchange (centci.017)	-	-		-	-
50-433-3339	Trial & Prep CWCB	-	-		-	-
50-433-3340	Black Hawk (centci.031)	-	-		-	-
50-433-3341	Mutual Water Co. (centci.036)	-	-		-	-
50-433-3342	Agr. Ditch (centci.037)	70	-		200	(200)
50-433-3343	CO Water Board (centci.042)	-	-		-	-
50-433-3344	Chase Gulch (centci.044)	-	-		-	-
50-433-3345	Golden Wat.Lease (centci.057)	-	-		-	-
50-433-3346	Mutual Water Co. (centci.058)	-	-		-	-
50-433-3347	Water Tap Review (centci.060)	-	-		-	-
50-433-3348	Stmt of Opp. (centci.061)	-	-		-	-
50-433-3349	James Peak (centci.063)	-	-		-	-
50-433-3350	BH Negotiations	-	-		-	-
50-433-3351	Appeal (centci.065)	-	-		-	-
50-433-3352	Negotiations BH (centci.066)	-	-		-	-
50-433-3353	Water Rights Acq. (centci.005)	79	-		79	(79)
50-433-3354	US FISH/WILDLIFE	-	-		-	-
50-433-3355	CWCB Appeal (.067)	-	-		-	-

**CITY OF CENTRAL
WATER FUND
PRELIMINARY REVENUE EXPENDITURE REPORT
AS OF December 31, 2011**

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Y/E Projection</u>	<u>Excess/ (Deficiency)</u>
50-433-3356	Frei Water Contract (.068)	1,103	7,000	16%	3,000	4,000
50-433-3357	Pipeline Construction(centci.0	-	-		-	-
50-433-3358	Centci .070	-	-		-	-
50-433-3359	Bowes Aug Plan (Centci.073)	-	-		-	-
50-433-3360	James Peak/Echo Lake(centci.07	-	-		-	-
50-433-3361	Out-of-Priority Storage	-	-		-	-
50-433-3362	50-433-3362	-	-		-	-
50-433-3363	Diligence Frei Project(centi.0	-	-		-	-
50-433-3390	Black Hawk (centci.023)	-	-		-	-
50-433-3391	General Water Eng.	1,085	5,000	22%	750	4,250
50-433-3392	Gilpin School (centci.029)	113	2,500	5%	750	1,750
50-433-3393	Fall Riv.Pipeline(centci.030)	-	-		-	-
50-433-3394	Trial & Prep CWCB	-	-		-	-
50-433-3395	Wetlands Mitigation (centi.052	563	-		3,000	(3,000)
50-433-3396	Application Gilpin County (.03	-	-		-	-
50-433-3397	MMRR Quarry Opp (centi.069)	-	-		-	-
50-433-3398	New Water Leases	-	2,000	0%	1,000	1,000
50-433-3399	Aquapura Aug Plan/Exchange .07	-	-		-	-
50-433-3400	Aquapura Surface Water Rights	360	-		500	(500)
50-433-3430	Appraisal-James Peak	-	-		-	-
50-433-3431	Water Litigation	-	-		-	-
50-433-3432	Water Accounting/Admin	17,675	30,500	58%	30,500	-
50-433-3433	Comp Modeling/Engineering	-	2,000	0%	2,500	(500)
50-433-3434	Forest Service Study	-	-		-	-
50-433-3435	Opposition to Water Rights	10,439	15,000	70%	10,000	5,000
50-433-3436	CC/BH Joint Study	-	-		-	-
50-433-3457	Amended Augmentation Plan	-	-		-	-
50-433-3495	Water Rights/Engineering	605	7,500	8%	2,000	5,500
50-433-3496	DRCOG (centci.041)	-	-		-	-
50-433-4100	Public Service/Utilities	30,985	55,200	56%	36,565	18,635
50-433-4250	Chemical Testing	8,501	6,000	142%	8,336	(2,336)
50-433-4301	Repairs & maintenance	-	-		-	-
50-433-4303	Building Maintenance	2,093	500	419%	1,794	(1,294)
50-433-4309	Vehicle Maintenance	2,645	-		3,000	(3,000)
50-433-4350	Spring Line-Collection Line Re	2,892	-		3,000	(3,000)
50-433-4351	Pump Station Maintenance	14,750	3,000	492%	13,267	(10,267)
50-433-4352	Tools & Supplies	2,878	250	1151%	3,000	(2,750)
50-433-4353	Plant Repairs	26,126	30,000	87%	27,700	2,300
50-433-4354	Distribution	70,937	20,000	355%	71,000	(51,000)
50-433-4355	Reservoir Maintenance	-	3,000	0%	-	3,000
50-433-4401	Ditch Fees	23,382	22,500	104%	23,382	(882)
50-433-4402	Augmentation Station Fees	-	-		-	-
50-433-4501	CO PUBLIC WATER SYSTEM	-	300	0%	-	300
50-433-5100	Postage	82	500	16%	500	-
50-433-5200	Liability Insurance	11,105	10,303	108%	11,105	(802)
50-433-5300	Telephone	2,477	3,000	83%	2,600	400

CITY OF CENTRAL
WATER FUND
PRELIMIANRY REVENUE EXPENDITURE REPORT
AS OF December 31, 2011

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Y/E Projection</u>	<u>Excess/ (Deficiency)</u>
50-433-5301	Cell Phones	748	200	374%	700	(500)
50-433-5410	Classifieds	240	500	48%	260	240
50-433-5611	Credit Card Processing Fees	560	300	187%	550	(250)
50-433-5700	Dues & Subscriptions	3,646	3,000	122%	1,700	1,300
50-433-5800	Travel	17	-		300	(300)
50-433-6110	Office Supplies	544	250	218%	600	(350)
50-433-6111	Stationary/Forms	102	-		102	(102)
50-433-6112	Photocopier Charges	900	500	180%	900	(400)
50-433-6113	Small Equipment	-	-		-	-
50-433-6114	Software/Internet	8,286	4,000	207%	7,077	(3,077)
50-433-6115	Uniforms	223	-		245	(245)
50-433-6260	Fuel	1,101	-		500	(500)
50-433-6270	Chemicals	9,540	12,000	80%	9,540	2,460
50-433-7001	Depreciation Expense	-	340,000	0%	340,000	-
50-433-7402	Lease Purchase Payments	-	-		-	-
50-433-7410	Generator	-	-		-	-
50-433-7420	Bulk Water Fill Station	830	1,000	83%	500	500
50-433-7421	Plant Capital Repairs/Imprvmt	2,916	50,000	6%	42,950	7,050
50-433-7422	Residential Meters/Installatio	41,487	220,000	19%	215,000	5,000
50-433-7423	Commercial Meters/Installation	41,300	61,000	68%	61,000	-
50-433-7425	Radio Read Software & Device	9,930	-		9,930	(9,930)
50-433-7431	Computers & Software	-	-		3,750	(3,750)
50-433-7433	Erosion Control	-	-		-	-
50-433-8900	Bad Debts	144	100	144%	100	-
	TOTAL WATER	482,587	1,032,756	47%	1,091,733	(58,977)
	TOTAL REVENUES	472,896	407,234	116%	505,396	98,162
	EXCESS (DEFICIENCY) OF REV/EXP	(9,691)	(625,522)		(586,337)	

**CITY OF CENTRAL
CITY COUNCIL MEETING
December 20, 2011**

CALL TO ORDER

A regular meeting of the City Council for the City of Central was called to order by Mayor Engels at 6:05 p.m., in City Hall on December 20, 2011.

ROLL CALL

Present: Mayor Engels
Alderman Spain
Alderman Voorhies
Alderman Lee

Absent: Alderman Giancola (arrived at 6:08 p.m.)

Staff Present: Manager Lanning
Attorney Michow
City Clerk Bechtel
Finance Director Flowers
CDD/HPO Thompson
Operations Director Kisselman
Water Department Manager Griffith
Police Chief Krelle
Fire Chief Allen

Mayor Engels called a short recess to see the new snow plow that Public Works had brought over from the shop for Council to view. Alderman Giancola arrived at 6:08 p.m.

At 6:16 p.m. Council reconvened in Executive Session.

EXECUTIVE SESSION – Pursuant to C.R.S. Section 24-6-402(4)(b) for legal advice and Section 24-6-402(4)(e) to determine positions relative to matters that may be subject to negotiations concerning legislative strategies and negotiations on gaming revenue allocations and for legal advice regarding the Ballowe lawsuit.

At 7:11 p.m. Council returned to regular session. The Pledge of Allegiance was recited by all present.

ADDITIONS AND/OR AMENDMENTS TO THE AGENDA

The agenda was approved as presented.

CONFLICTS OF INTEREST

No Council Member disclosed a conflict regarding any item on the agenda.

CONSENT AGENDA

Alderman Spain moved to approve the consent agenda containing the regular bill lists of December 8 and 15; the November Financial Report; and the City Council minutes of December 6, 2011. Alderman Voorhies seconded and, without discussion, the motion carried unanimously.

PUBLIC FORUM/AUDIENCE PARTICIPATION

No one requested time to address the Council.

LIQUOR LICENSE AUTHORITY

Alderman Voorhies moved to open the Liquor Licensing Authority. Alderman Giancola seconded and, without discussion, the motion carried unanimously.

Alderman Voorhies moved to approve the renewal of BPOE Lodge Central City Lodge No 557 at 1 L6 BK1 2ND FL Main St for a Club Liquor License effective December 31, 2011. Alderman Spain seconded and, without discussion, the motion carried unanimously.

Alderman Spain moved to approve the renewal of Central City Opera House Association dba Teller House at 120 Eureka St for a Hotel & Restaurant Liquor License effective January 8, 2012. Alderman Voorhies seconded and, without discussion, the motion carried unanimously.

Alderman Giancola moved to close the Liquor Licensing Authority. Alderman Voorhies seconded and, without discussion, the motion carried unanimously.

SECOND READING & PUBLIC HEARING

Ordinance No. 11-15: An ordinance authorizing the City of Central to enter into a Lease Purchase Agreement and related documentation for the lease and purchase of certain heating, ventilation and air conditioning equipment for City Hall and the Visitors Center and lighting for the Central City Parkway.

Finance Director Flowers gave the background as follows:

Ennovate has recommended a number of energy saving improvements or replacements that can be made to City Hall, the Visitor Center, and the lights on the Central City Parkway. The appeal of energy performance contracting is that a portion of the cost of implementation is covered by the energy savings realized over the life of the installed equipment. Since the costs of installing and/or upgrading infrastructure are generally much higher than the energy savings, obtaining financing for the lease purchase of the equipment is necessary. The financing to lease purchase the equipment is through Colorado Business Bank with a 10 year term and interest rate of 3.30%. In 2012, the first year of the lease purchase, the City's annual lease purchase payment will be \$61,864.56. Each year thereafter the total payments will equal \$57,702.16 through 2021, based on annual appropriations (Tabor does not allow the City to enter into multiple year fiscal debt of any kind so the lease has a renewal option) during the budget process.

At 7:17 p.m., Mayor Engels opened the Public Hearing. Hearing no comment, at 7:17 p.m., Mayor Engels closed the Public Hearing.

Alderman Spain moved to adopt Ordinance No. 11-15: An ordinance authorizing the City of Central to enter into a Lease Purchase Agreement and related documentation for the lease and purchase of certain heating, ventilation and air conditioning equipment for City Hall and the Visitors Center and lighting for the Central City. Alderman Giancola seconded, and without discussion, the motion carried unanimously.

Ordinance No. 11-16: An ordinance of the City Council of the City of Central Colorado amending Article V of Chapter 6 of the Central City Municipal Code regarding gaming device fees.

Manager Lanning explained that after we completed the visioning process with the casino community, a strong desire was expressed to provide additional marketing for the City at large. We have finalized the terms of an agreement with the casinos to alter the current device fee, designated specifically for transportation. This will add an additional device fee amount of \$5 per month, which will be specifically designated for marketing and media purposes. The previous device fee of \$22.08, was designated solely for transportation related activities. This ordinance will levy a new \$27.08 per month device fee, with \$5 being designated specifically for marketing and media and the original \$22.08 still designated for transportation related activities. In the 2012 budgeting process, the idea was to add the \$5 increase and the City will appropriate \$50,000 for a combined marketing budget, through the BID, of about \$170,000. A marketing plan will be developed and implemented during the 2012 year. This effort will be a one-year effort, based upon a plan designed to market the entire casino community and the City.

At 7:19 p.m., Mayor Engels opened the Public Hearing.

Ann Dodson, for Famous Bonanza and Easy Street Casinos, stated that the businesses have been working for a long time to get this agreement finalized. They believe that there are some great things to market in Central City and hope that by working together as a group, they will get more bang for their buck and that the additional marketing will increase business.

John Zimple, for Johnny Z's Casino, stated that he agreed with the comments by Ms. Dodson.

Mickey Rosenbaum, for Century Casino, stated that he also agreed and added that as casino operators, they will decide how to spend the marketing money. The group looks forward to marketing all that we have to be proud of in Central City.

Dean DiLullio, for Fortune Valley Casino, stated that he supports the progress but knows that Fortune Valley will be picking up the heaviest load of these fees. He wished that they were more directly connected to the downtown district and could take advantage of that but they want to be a good partner in Central City so they will support this increase in fees.

Hearing no further comment, at 7:24 p.m., Mayor Engels closed the Public Hearing. Alderman Spain moved to adopt Ordinance No. 11-16: An ordinance of the City Council of the City of Central Colorado amending Article V of Chapter 6 of the Central City Municipal Code regarding gaming device fees. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

Ordinance No. 11-17: An ordinance of the City Council of the City of Central, Colorado amending and restating the City of Central City Council Rules of Procedure.

Attorney Michow explained that the City Council previously adopted Rules of Procedure to govern the conduct of City Council members as an addendum to Ordinance No. 06-07, as codified in Section 2-79 of the Municipal Code. It is appropriate that the City Council review and revisit the Rules within five years of adoption. Recently, the City Council has devoted several work sessions to revising the Rules of Procedure. Some of those changes included: defined consent agenda items, quasi judicial Public Hearings; and removed the removal from Council of a Council member as a sanction. Also, in accordance with Section 5.12 of the City's Home Rule Charter, the City Council

“shall set rules for the governance of its meetings and the conduct of its members by ordinance.”
Therefore, the amendments to the Rules of Procedure must be accomplished via ordinance.

At 7:26 p.m., Mayor Engels opened the Public Hearing. Hearing no comment, at 7:26 p.m., Mayor Engels closed the Public Hearing.

Alderman Voorhies moved to adopt Ordinance No. 11-17: An ordinance of the City Council of the City of Central, Colorado amending and restating the City of Central City Council Rules of Procedure. Alderman Spain seconded, and without discussion, the motion carried unanimously.

Ordinance No. 11-18: An ordinance authorizing the City of Central to enter into a Lease Purchase Agreement and related documentation for the lease and purchase of TYMCO Model 435 Regenerative Air Street Sweeper.

Finance Director Flowers explained the total amount being financed for the street sweeper is \$109,825. The total amount of interest to be paid over the four year term of the lease purchase with an interest rate of 3.29% is \$6,001.44 with annual payments of \$28,956.61 to be made in January of each year with no penalty for pre-payment if there are available funds.. Funding for this lease purchase will come out of the General Fund, Public Works Department under line items 01-431-7420 Lease Purchase Payments (budgeted amount of \$98,000) and 01-431-7424 Equipment Purchase (budgeted amount of \$60,000).

At 7:30 p.m., Mayor Engels opened the Public Hearing. Hearing no comment, at 7:30 p.m., Mayor Engels closed the Public Hearing.

Alderman Spain moved to adopt Ordinance No. 11-18: An ordinance authorizing the City of Central to enter into a Lease Purchase Agreement and related documentation for the lease and purchase of TYMCO Model 435 Regenerative Air Street Sweeper. Alderman Giancola seconded, and without discussion, the motion carried unanimously.

NEW BUSINESS

Resolution No. 11-38: A resolution of the City Council of the City of Central Colorado approving the First Amendment to Agreement by and Between the City of Central and Colorado Coach Transportation, LLC for the operation of a Transportation Shuttle Service.

Manager Lanning explained that we have finalized the terms of the renewal agreement with Colorado Coach to provide shuttle service between Central City casinos and Black Hawk for 2012. The \$415,000 budgeted amount will cover the basic service cost of \$404,144.52 plus other items like wrapping the bus and some marketing of the service.

Last year, Central City was notified of the intent of the Black Hawk BID and the City of Black Hawk BID to terminate the contract for combined transportation services, the bus system. Central City received a formal notification from the Black Hawk BID and the City of Black Hawk, effective December 31, 2010. At that time, staff secured a new agreement, with a new provider and the service was implemented in very late 2010. Colorado Coach has worked hard and has met all of the requirements contained in the contract. Essentially, the service for 2012 will mirror the service provided in 2011, with some expanded hours and routes and with the same daily cost to operate. The major change this year is that the BID will be managing the service on a day to day basis. Last year, Colorado Coach was limited to changes, based upon direction from the City, namely the City Manager's office. We found that process to be inefficient and impractical. Therefore, after several

conversations, it has been agreed that daily management should fall to the BID and Joe Behm. It is our goal to eventually transfer all aspects, including collection to the BID and we are renewing the agreement for another year to allow all parties to engage in that change which should come up before the end of the 2012 contract. A change in the language for ADA requirements was added as well.

Alderman Giancola moved to approve Resolution No. 11-38: A resolution of the City Council of the City of Central Colorado approving the First Amendment to Agreement by and Between the City of Central and Colorado Coach Transportation, LLC for the operation of a Transportation Shuttle Service as amended. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

Resolution No. 11-39: A resolution of the City Council of the City of Central Colorado approving a lease for Washington Hall.

Finance Director Flowers explained that in April of this year the City and the Gilpin County Historical Society entered into a Lease Agreement for Washington Hall. One of the City's primary goals during 2011 has been to enable the not-for-profit organizations to have their historical, tourism based buildings and exhibits open throughout the year on a regular basis. Leasing Washington Hall to the Historical Society to use as a museum has been one way to achieve this goal.

One of the main reasons that the Gilpin County Historical Society's museum could not be open year round was a problem with the building's furnace. To address this issue Ennovate is in the process of performing an energy audit and getting a cost estimate to either fix or replace the furnace. In addition to the furnace problem, the location of the museum is not conducive to foot traffic as it sits at the top of a long flight of stairs and is difficult to see from the downtown district.

The Historical Society has been operating the museum at Washington Hall with a "Law & Justice" exhibit on display since April 15th. They have also been providing tours of the Opera House and Teller House out of the building as well. This resolution and Lease Agreement between the City and the Gilpin County Historical Society renews the Lease Agreement for one year (January 1, 2012 through December 31, 2012). There is also some additional language in the Lease Agreement requiring the following: the museum to be open six (6) days a week and all federal Monday holidays throughout the term; the hours of operation will match those of the Visitors Center; and the City crew will be responsible for shoveling the sidewalk, picking up the trash, and taking care of the pilot light on the heater when out.

The 2012 Budget allocated funding for the utilities and services needed at Washington Hall since the Lease was in effect at the time the budget was adopted. No other additional costs are expected. The Gilpin County Historical Society's Board will be approving this Agreement at their January 21, 2012 meeting but have already reviewed and preliminarily approved the Agreement.

Alderman Spain moved to approve Resolution No. 11-39: A resolution of the City Council of the City of Central Colorado approving a lease for Washington Hall. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

Resolution No. 11-40: A resolution of the City Council of the City of Central Colorado approving a Professional Services Agreement with Colorado Code Consulting, LLC.

Operations Director Kisselman explained that CCC has been the on call building official for the City since 2003. Their fee schedule has remained unchanged since the City initially contracted with them and they are willing to do extra work for us when we need them. One change in the contract includes elevator inspections since this year DRCOG stopped performing elevator inspections. Also, there is no retainer fee for this agreement since fees are collected based on a percentage of the permit fees (Building/Plan Review).

Alderman Spain moved to approve Resolution No. 11-40: A resolution of the City Council of the City of Central Colorado approving a Professional Services Agreement with Colorado Code Consulting, LLC. Alderman Giancola seconded, and without discussion, the motion carried unanimously.

Resolution No. 11-41: A resolution of the City Council of the City of Central Colorado approving a contract with One Way Trash.

Operations Director Kisselman stated that this is a renewal of the annual contract for One Way Disposal for city wide trash service. This contract shall not exceed the amount of \$50,000 and the actual budgeted usage is \$42,500. The fee schedule is \$18.35 per home per month up to 75 homes and a volume rate of \$17.35 per home per month exceeding 75 homes. Staff has not received any negative feedback about this contractor and we have not had any more competitive bids.

Mayor Engels wanted to remind residents that this is a free service paid for by the city so there should be no need for residents to use commercial dumpsters. Alderman Voorhies added that his company goes above and beyond the usual service and is very helpful.

Alderman Voorhies moved to approve Resolution No. 11-41: A resolution of the City Council of the City of Central Colorado approving a contract with One Way Trash. Alderman Spain seconded, and without discussion, the motion carried unanimously.

Gilpin County School Donation for Spelling Bee

Finance Director Flowers explained that Alexis Donaldson, Principal of the Gilpin County Secondary School, sent the City a letter asking if the City Council would be interested in making a donation toward the cash prizes given at the Middle School Spelling Bee. The spelling bee will be held on February 9, 2012 and the winning students will all be receiving small cash prizes. The overall winner of the spelling bee will be going to the statewide competition. The letter also asks for volunteers to serve as judges for the spelling bee. If Council would like to provide a volunteer but no one on Council is available, staff would be happy to serve as a volunteer for the City.

Alderman Giancola moved to approve \$100 from the Public Education line item for a donation to the Gilpin County School for the Spelling Bee and send Finance Director Flowers as a volunteer judge. Alderman Voorhies seconded. Alderman Lee moved to amend the motion to approve \$250. The motion failed for lack of a second. When Mayor Engels called the question, the motion to approve \$100 carried unanimously.

2011 Audit Engagement Letter

Finance Director Flowers gave the following background:

The City is legally required to have an independent audit of its financial statements on an annual basis. In March of 2010, the Finance Department issued a Request for Proposals (RFP) for the City's 2010 auditing firm. As a result of that process, the City selected John Cutler & Associates to perform the

2010 Audit. As part of the RFP, the City asked that submitting auditing firms included proposed costs for auditing over a three (3) year period as the Finance Department issues an RFP every three (3) years. John Cutler & Associates were the lowest and most qualified respondents for all years. Based on the pricing quoted in their proposal, the Finance Department would like to have John Cutler & Associates perform the 2011 audit. Pricing for performing the 2011 audit is a not-to-exceed amount of Nineteen Thousand Dollars (\$19,000). This is a decrease of Nine Hundred Dollars (\$900) from the cost to perform the 2010 audit. The City's 2012 Budget has \$22,000 allocated for the 2011 audit in the General Fund, Finance Department (line item 01-415-3220).

Alderman Giancola moved to accept the Engagement Letter from John Cutler & Associates to perform the 2011 at a cost not-to-exceed \$19,000. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

Retirement of Judge Rodgers

Mayor Engels asked Council to consider a monetary thank you gift of \$5,000 to honor the 32 years of service Judge Rodgers has given to the City. Manager Lanning stated that this will come from the 2012 Budget. Alderman Spain moved to provide a monetary thank you to Judge Rodgers of \$5,000. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

2011 Staff Bonus

Manager Lanning stated that he is requesting for Council to consider awarding small staff bonuses for 2011. Since neither COLAs nor merit increases will be awarded in 2012, he thought a small Holiday bonus would be warranted for 2011. The bonuses would range from \$100-\$200 with a maximum expenditure of \$3,000 and exclude the City Manager. The total fiscal impact would not exceed \$3,000. Approximately \$2,400 would come from the City Manager's discretionary fund and the remainder would come from unanticipated funds collected. This would be a nice reward to recognize staff for a long year of hard work, during the midst of substantial change. Rather than wilt under the pressure, staff has stepped up and worked hard and I believe the results of that hard work are clearly evident.

Alderman Lee stated that she does not want to provide bonuses and cited the following: water rate increases, this money could be used for residential grants, lots of people out of work in this economy, and it just not the right time. Alderman Giancola agreed with Alderman Lee and stated that the City has a lot of expenses to cover as we move into 2012.

Alderman Spain moved to approve \$2,950 from the Managers Discretionary fund for the 2011 Staff Bonus. Alderman Voorhies seconded. When Mayor Engels called the question, the motion carried 3 votes to 2 with Alderman Lee and Alderman Giancola voting no.

STAFF REPORTS

Manager Lanning reported the following:

Community Development Director/Historic Preservation Officer Position – Manager Lanning introduced Greg Thompson
January 3rd meeting cancelled – the next meeting will be January 17

CDD Thompson stated that he is very excited to be here. He came from the City of Thornton and is pleased to see so many people who care about Council present for this meeting.

Operations Director Kisselman stated that the Streetscape Project reached Substantial Completion on December 17. There are some things to finish up and some corrections will wait until spring.

COUNCIL COMMENTS

Alderman Lee asked for a work session to review goals for 2012 and to discuss water rates. Council consensus is for January 19th at 6:00 p.m.

PUBLIC FORUM/AUDIENCE PARTICIPATION

Barbara Thielmann, 101 High Street, gave an update on the 14th annual Tommyknocker Festival and thanked all the volunteers.

Gloria Gaines, 781 Martin Drive, reminded Council to speak into their microphones. As HPC Chair, she welcomed CDD/HPO Thompson and thanked City Clerk Bechtel for her assistance these last weeks. As GCHS President, she thanked Finance Director Flowers for her work on the updated Washington Hall Lease.

Hearing no further business, Mayor Engels adjourned the meeting at 8:13 p.m. The next regular Council meeting is scheduled for January 17 at 7:00 p.m.

Ronald E. Engels, Mayor

Reba Bechtel, City Clerk



AGENDA ITEM # 7

CITY COUNCIL COMMUNICATION FORM

FROM: Reba Bechtel, City Clerk

DATE: January 17, 2012

ITEM: Renewal of Luna Gaming Central City LLC dba Fortune Valley Hotel & Casino at 321 Gregory Street effective February 9, 2012

NEXT STEP: Council Motion

ORDINANCE
 MOTION
 INFORMATION

- I. **REQUEST OR ISSUE:** Staff is requesting Council approval for the renewal of Luna Gaming Central City LLC dba Fortune Valley Hotel & Casino at 321 Gregory Street effective February 9, 2012
- II. **RECOMMENDED ACTION / NEXT STEP:** Approve renewal as stated above.
- III. **FISCAL IMPACTS:** N/A
- IV. **BACKGROUND INFORMATION:** This applicant submitted this renewal directly to the State in November and it was returned to them for the local approval. Also, per the report from Chief Krelle, the Police Chief has stated some concerns and has given his approval.
- V. **LEGAL ISSUES:** None
- VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** None
- VII. **SUMMARY AND ALTERNATIVES:**
Council may take one of the following actions:
 1. Move to approve the renewal.
 2. Move to deny the renewal.

To: Reba Bechtel
City Clerk

From: T. Krelle
Chief of Police

Date: January 12, 2012

Subj: Liquor License Renewal for Reserve, formerly know as Fortune Valley Casino

A check of police records for the above establishment shows multiple Liquor Law violations for the previous licensing period. Incidents of over serving as well as not reporting disturbances have been documented. The Police Department assisted by the Division of Liquor Enforcement are working with the establishment to correct these problems and I am confident that the management of Reserve will correct the known issues.

I would recommend approving their Liquor License renewal with the understanding that the Police Department will be working with the Casino and that further incidents will be immediately brought before the Liquor Authority.

**LIQUOR OR 3.2 BEER LICENSE
 RENEWAL APPLICATION**



FORTUNE VALLEY HOTEL & CASINO
 LINDA PIERCE
 42875 GRAND RIVER AVE STE 201
 NOVI MI 48375-1782

RECEIVED

NOV 29 '11



License Number 42-88580-0000	License Type 1970
Liability Information 60 005 721120 B 021011	
Business Location 321 GREGORY STREET CENTRAL CITY CO	
Current License Expires FEB 09, 2012	
DEPARTMENTAL USE ONLY	
Total Amount Due	500.00
Total Paid \$ 500.00	Date 11-29-11

- This renewal reflects no changes from the last application. Complete page 2 and file now!
- Yes there are changes from the last application.** If applicant is a Corporation or Limited Liability company, use DR 8177 and send in with this renewal. Any other changes of ownership require a transfer of ownership. See your Local Licensing Authority immediately.

Wholesaler, manufacturer, importer, and public transportation system license renewals do not need Local Licensing Authority approval and must be returned directly to the Colorado Department of Revenue at least 30 days prior to the current license expiration date.

This application for renewal must be returned to your CITY OR COUNTY Licensing Authority at least 45 days prior to the expiration date of your current license. Failure to do so may result in your license not being renewed. Include both pages of this renewal and payment.

OATH OF APPLICANT		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge.		
Authorized Signature 	Date 11/8/11	Business Phone 248.465.1550
Title Manager, LUNA GAMING CENTRAL CITY LLC	Sales Tax Number 04288580	
REPORT AND APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY		
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. THEREFORE THIS APPLICATION IS APPROVED.		
Local Licensing Authority for		Date
Signature	Title	Attest

Other Interest in a Colorado Liquor License

Attached is the current liquor license for Red Dolly, Inc. d/b/a Red Dolly Casino.

Thomas Celani is a 100% owner of Red Dolly, Inc.

Red Dolly Casino operates its business at 530 Gregory Street, Black Hawk, Colorado 80422.

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (10/29/07)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

Liquor Enforcement Division
1881 Pierce Street, Suite 108
Lakewood, Colorado 80214

RED DOLLY INC
RED DOLLY CASINO INC
530 GREGORY ST
BLACK HAWK CO 80422

ALCOHOLIC BEVERAGE LICENSE

		Liability Information				LICENSE EXPIRES AT MIDNIGHT
Account Number	County	City	Indust.	Type	Liability Date	
07-18896-0000	60	004	713210	C	031892	MAR 17, 2012
Type	Name and Description of License					Fee
1970	HOTEL AND RESTAURANT LIQUOR LICENSE - MALT, VINOUS, AND SPIRITUOUS					\$ 75.00
2180	CITY 85 PERCENT OAP FEE					\$ 425.00
TOTAL FEE(S)						\$ 500.00

This license is issued subject to the laws of the State of Colorado and especially under the provision of Title 12, Articles 46 or 47, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Questions concerning this license should be addressed to the Department of Revenue, Liquor Enforcement Division, 1375 Sherman Street, Denver, CO 80261.

In testimony whereof, I have hereunto set my hand.

Laure K. Harris

Division Director

TQ
MAR 15 2011

Rosy Huber

Executive Director

January 4, 2012

Ron Engels, Mayor
Members of City Council
City of Central

Re: Opening on Planning Commission

Dear Mayor & City Council Members:

I am requesting to be considered for the position that is currently open on the Planning commission.

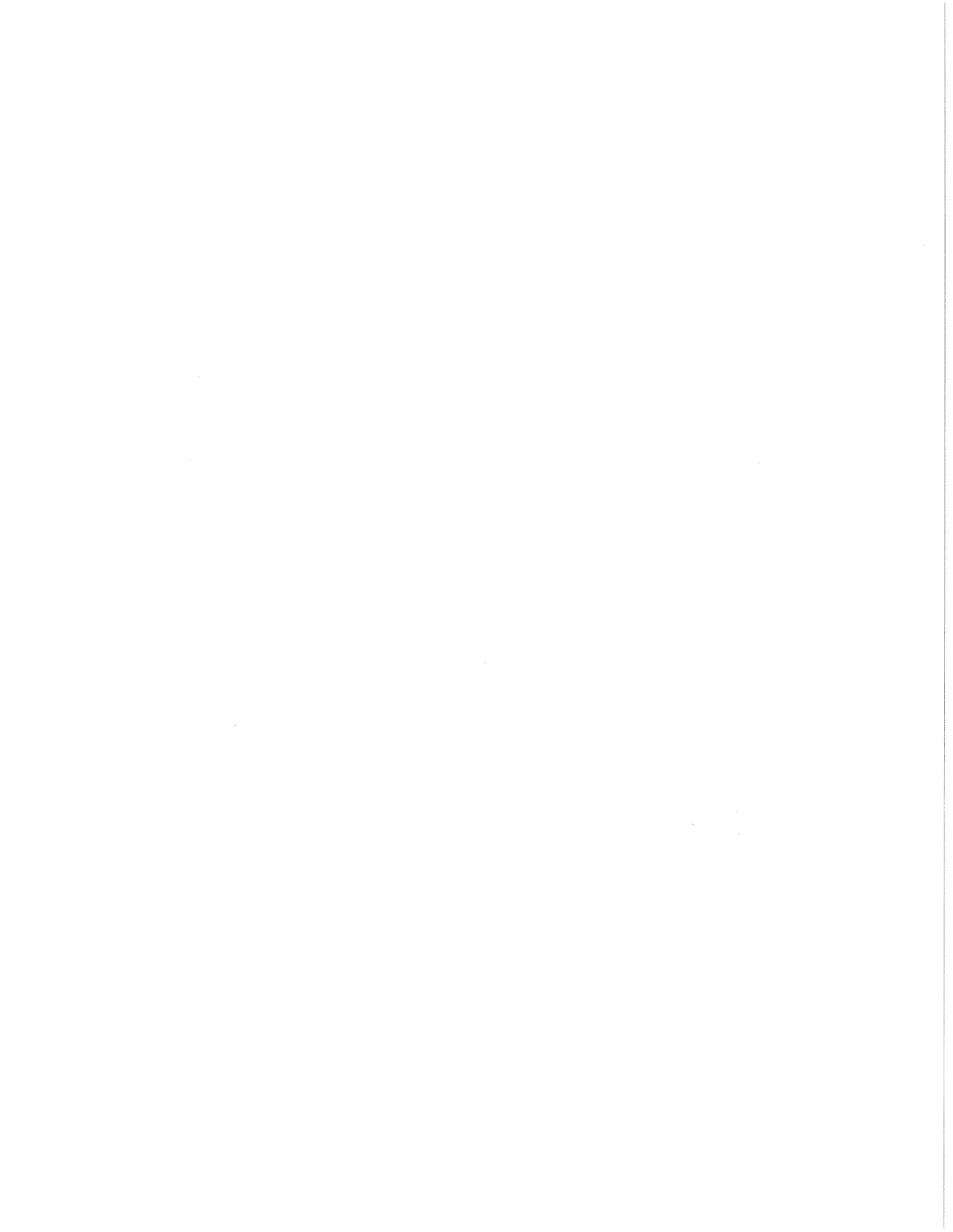
For 18 years I worked for the City of Denver in the Community Planning & Development Department. Under that department I was with the Building & Zoning Divisions. My function was to review incoming plans for code compliance for both departments then issue a permit to build.. These projects included new residential developments as well as individual homes or even historical homes being renovated. Because of this I needed to work closely with all divisions under CPD be it Planning , Historic or Transportation. With this position I had extensive interaction with the Developers, Architects, Engineers and Contractors. I feel that with my experience and interaction with these professionals I would be a great asset to this committee.

Since I am a Denver native, I feel a sincere connection to Central City and its progress . I would consider it a privilege to serve as a member of the Planning Commission

Sincerely,



Margaret Grant
804 Vernon Drive
Central City, Co 80427
303-582-3204
GRAMSBZMD @ YAHOO.COM



Weekly Register-Call

PO Box 93
Black Hawk, Colorado 80422
303-582-0133
aaron.storms@weeklyregistercall.com
www.weeklyregistercall.com

Weekly Register-Call Request for consideration for 2012 Newspaper of Record

December 19th, 2011

Mayor and City Councilmen
City of Central, Colorado
PO Box 249
Central City, CO 80427

Dear Mayor and City Councilmen,

As the Publisher & Managing Editor of the *Weekly Register-Call*, I would respectfully request our publication to be considered for appointment as the Newspaper of Record for the upcoming year, 2012. Our USPS Periodical Permit number is 0278-5839. Following are the rates being submitted:

Legal notices paid with public monies (tax dollars): These include legal notices pertaining to elections of all types, ordinances, public bills and salaries, construction bids, budget hearings, and bond issues.

Legal notices published in 10 point type in a 2" column width:

.44 per line – first publication

.44 per line – subsequent publications

Legal notices paid with private monies: These include delinquent tax lists of real and personal property, annexation elections, public hearings for zoning and liquor licenses, property sales and purchases including public trustee and sheriff's sales, foreclosures and applications for issuance of treasurer's deeds:

Legal notices published in 10 point type in a 2" column width:

.90 per line – first publication

.70 per line – subsequent publications

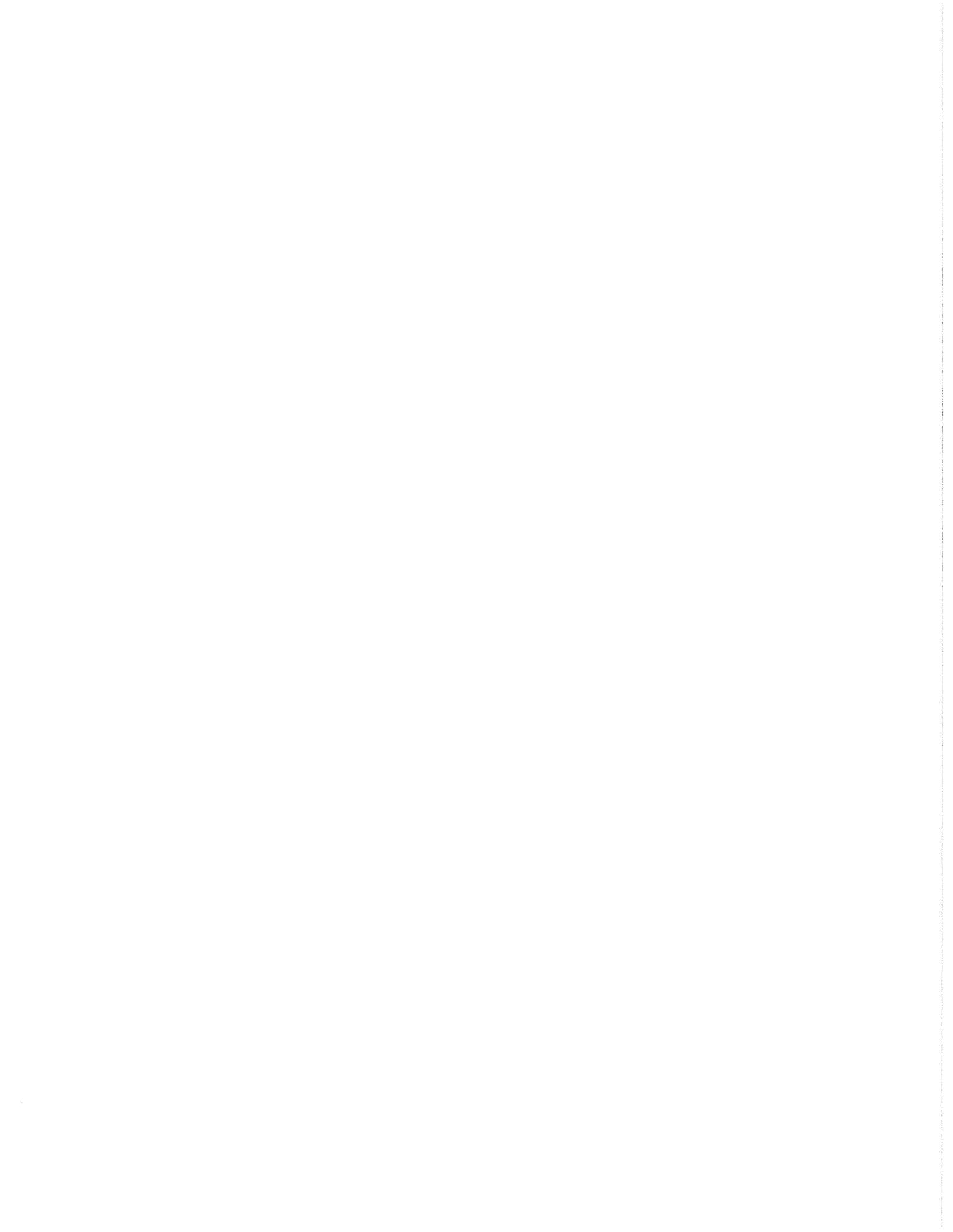
The deadline for submitting legal public notices are on Mondays at 6 pm for publication the following Thursday. To help ensure quality control and accuracy, notices should be submitted via email to aaron.storms@weeklyregistercall.com.

We look forward to working with you in the upcoming year!

Thanks, Aaron



Aaron Storms
Publisher & Managing Editor





AGENDA ITEM # 11

CITY COUNCIL COMMUNICATION FORM

FROM: Reba Bechtel, City Clerk

DATE: January 17, 2012

ITEM: Resolution No. 12-01: A resolution designating the public place for posting of notice of regular and special meetings of local public bodies of the City.

NEXT STEP: Council Motion

ORDINANCE
 MOTION
 INFORMATION

- I. **REQUEST OR ISSUE:** The proposed resolution in an annual event for posting places as required by Section 24-6-402(2)(c) C.R.S.
- II. **RECOMMENDED ACTION / NEXT STEP:** Approve Resolution 12-01.
- III. **FISCAL IMPACTS:** N/A
- IV. **BACKGROUND INFORMATION:** This resolution is proposed with no changes from last year.
- V. **LEGAL ISSUES:** None
- VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** None
- VII. **SUMMARY AND ALTERNATIVES:**
Council may take one of the following actions:
1. Move to approve.
 2. Amend the Resolution
 3. Move to deny.

**CITY OF CENTRAL
STATE OF COLORADO
RESOLUTION NO. 12-01**

**A RESOLUTION DESIGNATING THE PUBLIC PLACE FOR POSTING OF
NOTICE OF REGULAR AND SPECIAL MEETINGS OF LOCAL PUBLIC
BODIES OF THE CITY.**

BE IT RESOLVED by the City council of the City of Central, Colorado as follows:

Section 1. Notices of regular and special meetings of the local public bodies of the City of Central, listed below, and of all committees thereof, shall be posted in the public places; at City Hall, 141 Nevada Street, Central City, Colorado, Washington Hall, 117 Eureka Street, Central City, Colorado, Central City Post Office, and 149 Gregory Street, Central City, Colorado.

City Council
Local Liquor Licensing Authority
Planning Commission
Historic Preservation Commission
Board of Adjustment

Section 2. Specific agenda information for all such meetings, if available, will be posted at the same place stated in Section 1 above, not less than 24 hours before the commencement of such meetings.

Section 3. This Resolution is intended to be and constitutes the designation of public places for posting of notice of meetings required by Section 24-6-402(2)(c) C.R.S.

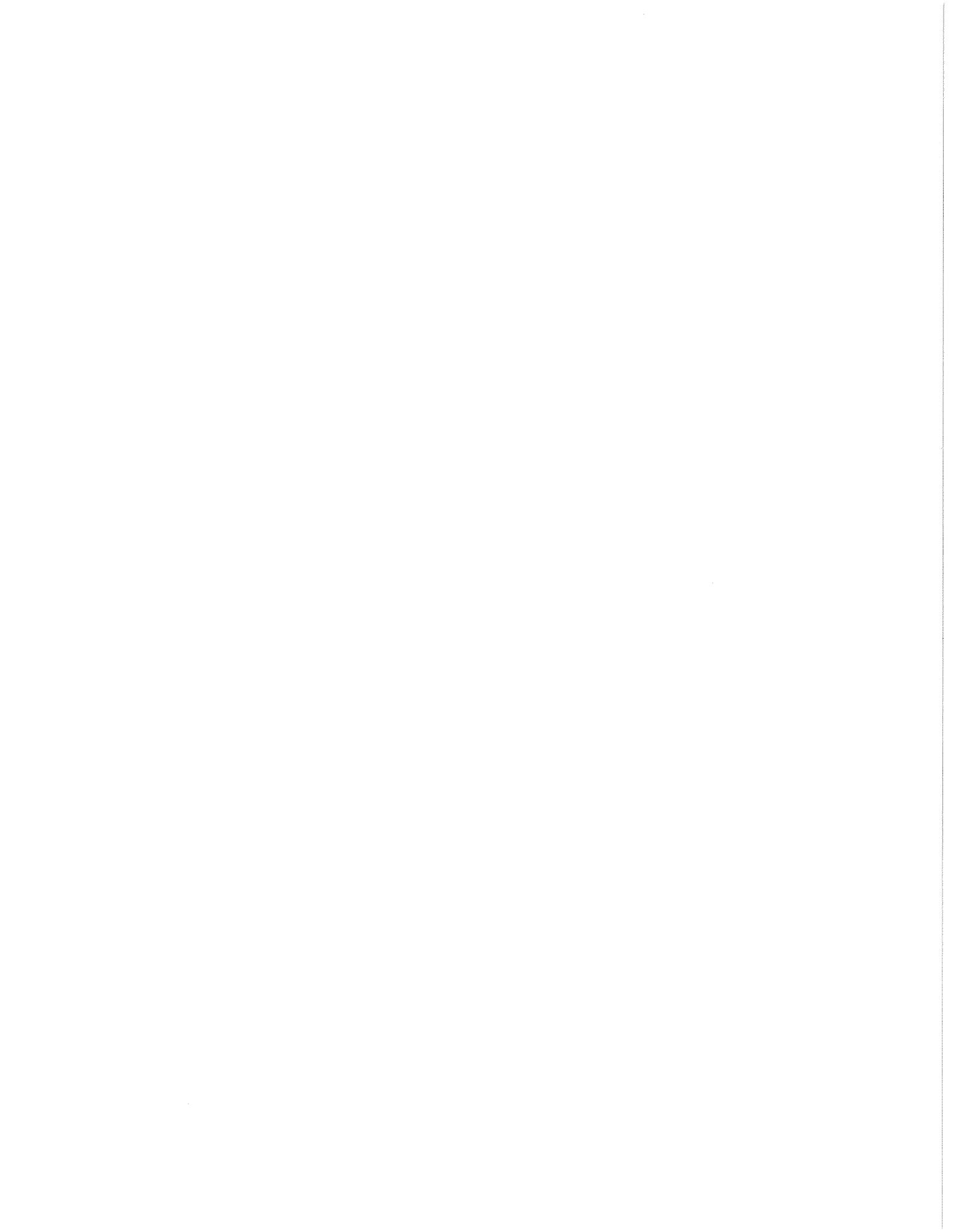
ADOPTED AND APPROVED this 17th day of January 2012.

CITY OF CENTRAL

By: _____
Ronald E. Engels, Mayor

ATTEST:

Reba Bechtel, City Clerk





AGENDA ITEM #12

CITY COUNCIL COMMUNICATION FORM

FROM: Shannon Flowers, Finance Director
Kent Kisselman, Operations Director

DATE: January 12, 2012

ITEM: Ordinance 12-01, An Ordinance Authorizing the City of Central to Enter into a Municipal Lease Purchase Agreement and Related Documentation with Ally Financial for the Lease and Purchase of a 2012 Chevrolet Silverado Pickup Truck and a 2012 Chrysler/Dodge Ram 5500 Chassis Cab Truck for Public Works Purposes

NEXT STEP: Make a motion to approve Ordinance 12-01 and set a Public Hearing on the same for February 7, 2012

ORDINANCE
 MOTION
 INFORMATION

- I. **REQUEST OR ISSUE:** As part of Council's visioning process during 2011, it was determined that one important priority for 2012 would be repairing and/or replacing old or broken large equipment and infrastructure. Based on this, the 2012 Adopted Budget allocated funding for the Public Works Department to acquire some much needed new equipment and vehicles. The Public Works Department did an assessment of all existing equipment and vehicles to determine which trucks and/or equipment needed to be addressed first. The result of this assessment was the replacement of two (2) of the Department's oldest trucks and the equipment associated with those vehicles.

In the process, another one of the City's trucks became inoperable making the purchase of these trucks in a quick manner even more important. Therefore, based on the City's current working relationship with Medved and the availability of the trucks and equipment the Department needs, the City felt that this was a sole sourcing event as described in Section 4-247 and also fell within Section 4-243 (b)(1) as an emergency due to the lack of fleet for the Department.

The City has secured financing with Ally Financial for the purchase of two (2) new trucks as follows: one 2012 Chevrolet Silverado 3500, one 2012 Chrysler Dodge Ram 5500 and the equipment necessary to outfit the vehicles. The total financed price for the lease purchase of the above is \$125,333. The preliminary annual interest rate is 5.94% and the term of the financing is four (4) years. Each annual payment will be \$34,094.10. This purchase adheres to the adopted funding allocations for vehicles and equipment in the Public Works Department under line items 01-431-7420 Lease Purchase Payments (budgeted amount of \$98,000) and 01-431-7424 Equipment Purchase (budgeted amount of \$60,000).

Ordinance 12-01 accepts and authorizes the lease purchase of the two trucks and associated equipment. Due to the current need of the department, it is imperative that the trucks and equipment can be ordered as soon as possible. For this reason, Exhibit A of Ordinance 12-01 is preliminary as the City Attorney is still in the process of reviewing the documents. However, the figures and financing structure presented are not expected to change. The finalized lease purchase documents will be included upon second reading and public hearing.

As TABOR does not allow the City to enter into any multiple year debt or financings, this lease purchase agreement is based upon an annual budget appropriation and annual renewal.

II. **RECOMMENDED ACTION / NEXT STEP:** Make a motion to approve Ordinance 12-01 and set a public hearing for February 7, 2012.

III. **FISCAL IMPACTS:** The total amount being financed for these trucks and equipment is \$125,333. The total amount of interest to be paid over the term of the lease purchase is \$11,047.40. Funding for this lease purchase will come out of the General Fund, Public Works Department under line items 01-431-7420 Lease Purchase Payments (budgeted amount of \$98,000) and 01-431-7424 Equipment Purchase (budgeted amount of \$60,000).

Based on annual appropriation in the budget each of the four (4) payments will be \$34,095.10 annually with a 5.94% interest rate as state above.

As Council has previously approved other funding out of the line items referenced, below is a detail of the expenditures that will be coming out of those line items to reflect that this request is still within budget compliance.

The total amount budgeted between line items 01-431-7420 and 01-431-7424 is \$158,000.

Snow Plow Lease Payment	\$58,000.00		
Street Sweeper Lease Payment	\$28,956.61		
<u>Proposed Trucks Purchases</u>	<u>\$34,095.10</u>		
Total Expenditures	\$121,051.71	Remaining	\$36,948.29

IV. **BACKGROUND INFORMATION:** Please see the attached Ordinance and Exhibit A, Equipment Lease Purchase Agreement for additional information.

V. **LEGAL ISSUES:** The City Attorney is in the process of reviewing the Lease Purchase Agreement and drafted Ordinance 12-01. There are no legal issues.

VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** None

VII. **SUMMARY AND ALTERNATIVES:**

1. Make a motion approving Ordinance 12-01 and set a public hearing for February 7, 2012
2. Make a motion approving Ordinance 12-01 with revisions and set a public hearing for February 7, 2012
3. Table this item

MEMORANDUM

TO: Central City Council

FROM: Alan D. Lanning-City Manager

DATE: 1/17/2012

RE: Sole Source Contracting

This memorandum memorializes my findings regarding sole source purchasing of Public Works vehicles based upon specifications and delivery requirements as specific by the City of Central. Those requirements have been met by Medved. Based on Section 4-247 of the Municipal Code, there are a limited number of sources for the required equipment and given the City's timeframe for delivery, it is appropriate to purchase the vehicles/equipment based upon the favorable lease arrangements, not readily available in the market.

**CITY OF CENTRAL, COLORADO
ORDINANCE NO. 12-01**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
CENTRAL AUTHORIZING THE CITY TO
ENTER INTO A MUNICIPAL LEASE PURCHASE AGREEMENT AND
RELATED DOCUMENTATION WITH ALLY FINANCIAL FOR THE
LEASE AND PURCHASE OF A 2012 CHEVROLET SILVERADO
PICKUP TRUCK AND A 2012 CHRYSLER/DODGE RAM 5500 CHASSIS
CAB TRUCK FOR PUBLIC WORKS PURPOSES**

WHEREAS, the City Council, as the governing body of the City of Central (the “City” or “Lessee”) has determined that a true and very real need exists for the acquisition of the Equipment defined and described in the Municipal Lease Purchase Agreement (the “Lease/Purchase Agreement”) attached hereto as Exhibit A and presented at this meeting; and

WHEREAS, the City Council has taken the necessary steps under applicable law to arrange for the acquisition and financing of such Equipment; and

WHEREAS, the City Council has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable; and

WHEREAS, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the City Council has taken the steps necessary to comply with the same with respect to the Equipment to be acquired under the Lease/Purchase Agreement.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO, THAT:

Section 1. The City Council of the City of Central makes the following findings and representations:

- (a) The complete and correct name of the Lessee is the City of Central, a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws and regulations of the State of Colorado with the full power and authority to own its properties and to transact the business and activities in which it is presently engaged or presently proposes to engage. This governmental entity does not do business under any other assumed business names.
- (b) Lessee maintains an office at 141 Nevada Street, P.O. Box 249, Central City, CO 80427-0249.
- (c) Lessee covenants that it will perform all acts within its power which are or may be necessary to insure the maintenance of its legal status as being a duly organized and existing entity under the laws of the state, which status is the basis for the interest

portion of the rental payments coming due under the Agreement to at all times remain exempt from federal income taxation under the laws and regulations of the United States of America as presently enacted and construed or as hereafter amended.

- (d) The acquisition of the Equipment, under the terms and conditions provided for in the Lease/Purchase Agreement, including the grant of any security interest in such Equipment as required by such Lease/Purchase Agreement, is necessary, convenient, in the furtherance of, and will at all times be used in connection with, Lessee's governmental and proprietary purposes and functions and are in the best interests of Lessee, and no portion of the Equipment will be used directly or indirectly in any trade or business carried on by any person other than a governmental unit of the state on a basis different from the general public.
- (e) The meetings at which this ordinance was considered and the City Council took action to adopt were properly noticed and conducted as open meetings in accordance with Colorado law.
- (f) There are no legal or governmental proceedings or litigation pending against the Lessee which might adversely affect the transactions contemplated in or the validity of the Lease/Purchase Agreement.

Section 2. The terms of said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the Equipment described therein.

Section 3. The City Council, as governing body of Lessee, designates and confirms the Mayor has the authority to execute and deliver the Lease/Purchase Agreement and any related documents necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement in substantially the form attached hereto as Exhibit A and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for and on behalf of the Lessee. The Mayor, in consultation with the City Attorney, may make such non-material changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

Signature of Party to Sign Agreement and Exhibits
Ronald E. Engels, Mayor

Section 4. **Severability.** If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

Section 5. **Effective Date.** This Ordinance shall become effective immediately following public hearing, the approval of City Council, and publication following second reading in accordance with the City Charter.

INTRODUCED AND READ by title only on first reading at the regular meeting of the City Council of the City of Central on the 17th day of January, 2012, at Central City, Colorado.

CITY OF CENTRAL, COLORADO

Ronald E. Engels, Mayor

Approved as to form:

Linda C. Michow, City Attorney

ATTEST:

Reba Bechtel, City Clerk

PASSED AND ADOPTED on second reading, at the regular meeting of the City Council of the City of Central on the ___ day of _____, 2012.

CITY OF CENTRAL, COLORADO

Ronald E. Engels, Mayor

ATTEST:

Reba Bechtel, City Clerk

POSTED IN FULL AND PUBLISHED BY TITLE AND SUMMARY in the Weekly Register Call newspaper on _____, 2012.

POSTED AND PUBLISHED BY TITLE [AND SUMMARY IF AMENDED ON SECOND READING] in the Weekly Register Call newspaper on _____, 2012.

CITY OF CENTRAL, COLORADO

Ronald E. Engels, Mayor

ATTEST:

Reba Bechtel, City Clerk

Exhibit A
Municipal Lease Purchase Agreement

MEDVED AUTOPLEX

QUOTATION

11001 W I-70 Frontage Road N.
 Wheat Ridge, Colorado 80033
 Phone (303) 421-0100 Fax (303) 421-1973

DATE January 12, 2012
Quotation # 1097
Customer ID 2113

Bill To:
 Kent Kisselman, P.E.
 Operations Director
 141 Nevada Street / PO Box 249
 Central City, Colorado 80427

Quotation valid until: February 11, 2012
Prepared by: Steve Edwards

Comments or special instructions:
Comprehensive Quote

3500 Silverado LS Regular cab LONG WHEEL BASE and 5500 RAM Reg Chassis Cab ST with KOIS upfit

Description Scenario A	AMOUNT
2012 Silverado: 3500 LWB, 4WD, Regular Cab (see supplemental quote information)	
Engine, 6.6L V8 Duramax Diesel Turbo	
MSRP	43,393.00
Medved Discount by pricing at Invoice \$40,292.15	(3,100)
GM Municipal Bid Assistance	(7,800.00)
Linex Spray-in Bedliner	525.00
2012 RAM 5500 regular cab, chassis cab 4 x 4, 60 CA (see supplemental quote info)	
Engine, 6.7L in-line 6 cylinder Cummins Diesel Turbo, with automatic transmission	
MSRP	48,560.00
Medved Discount by pricing at Invoice \$44,067	(4,493)
Chrysler Small Municipal Bid Assistance	(2,000.00)
KOIS equipment per quote 11-2072 (attached copy) *Add Stainless Stainless Dump Spreader \$835 & Body \$1245	51,248.00
On-the-Job Chrysler upfit incentive	(1,000.00)
TOTAL Cash Price	\$ 125,333.00

If you have questions concerning this quotation, contact Steve Edwards (303) 419-2488 sedwards@medved.com
 Personal Cell: 970-313-7158

See separate correspondence for finance details and amortization table.



MUNICIPAL LEASE-PURCHASE AGREEMENT

LESSEE: _____
LESSOR: Ally Financial

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the Equipment described in any Delivery and Acceptance Certificate now or hereafter attached hereto ("Equipment") in accordance with the following terms and conditions of this Lease-Purchase Agreement ("Lease").

1. **TERM.** This Lease will become effective upon the execution hereof by Lessor. The term of this Lease will commence on the date the Equipment is accepted pursuant to Section 3 hereunder and, unless earlier terminated as expressly provided for in this Lease, will continue for the term set forth in Schedule B attached hereto ("Lease Term").

2. **RENT.** Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, equal to the amounts specified in the Delivery and Acceptance Certificate. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence upon acceptance of the vehicle(s) and continue on the same date periodically thereafter for the number of time periods reflected on the Delivery and Acceptance Certificate. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any setoff, defense, counterclaim, or recoupment for any reason whatsoever including, without limitation, any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the Lease Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard, Lessee represents that the use of the Equipment is essential to its proper, efficient and economic operation. Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

3. **DELIVERY AND ACCEPTANCE.** Lessee, or if Lessee so requests, Lessor, will cause the Equipment to be delivered to Lessee at the location specified in the Delivery and Acceptance Certificate ("Equipment Location"). Lessee will pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

4. **DISCLAIMER OF WARRANTIES.** Lessee acknowledges and agrees that the Equipment is of a size, design and capacity selected by Lessee, that Lessor is neither a manufacturer nor a vendor of such equipment, and that LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO, AND LESSOR SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT AND THE MAINTENANCE THEREOF. Lessor hereby assigns to Lessee during the Lease Term, so long as no Event of Default has occurred hereunder and is continuing, all manufacturer's warranties, if any, expressed or implied with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessee's sole remedy for the breach of any such manufacturer's warranty shall be against the manufacturer of the Equipment, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Lease, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the manufacturer of the Equipment.

5. **NON-APPROPRIATION OF FUNDS; NON-SUBSTITUTION.** Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for Lease Payments due under this Lease, Lessee will immediately notify the Lessor or its assignee of such occurrence and this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its assignee on the date of such termination.

Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment performing functions similar to the Equipment for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter, and (ii) that it will not during the Lease Term give priority in the application of funds to any other functionally similar equipment. This paragraph will not be construed so as to permit Lessee to terminate this Lease in order to acquire or lease any other equipment or to allocate funds directly or indirectly to perform essentially the same application for which the Equipment is intended.

6. **CERTIFICATION AND AUTHORIZATION.** Lessee represents, covenants and warrants that it is a state, or a political subdivision thereof, or that Lessee's obligation under this Lease constitutes an obligation issued on behalf of a state or political subdivision thereof, such that any interest derived under this Lease will qualify for exemption from Federal income taxes under Section 103 of the Internal Revenue Code. Lessee further warrants that this Lease represents a valid deferred payment obligation for the amount herein set forth of a Lessee having legal capacity to enter into the same and is not in contravention of any Town, City, District, County, or State statute, rule, regulation, or other governmental provision. In the event that a question arises as to Lessee's qualification as a political subdivision, Lessee agrees to execute a power of attorney authorizing Lessor to make application to the Internal Revenue Service for a letter ruling with respect to the issue. Lessee agrees that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

7. **TITLE TO EQUIPMENT; SECURITY INTEREST.** Upon acceptance of the Equipment by Lessee hereunder, title to the Equipment will vest in Lessee subject to Lessor's rights under this Lease, provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its assignee without any action by Lessee and Lessee shall immediately surrender possession of the Equipment to Lessor. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom, (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest, and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments in form satisfactory to Lessor necessary or appropriate to evidence such security interest.

8. **USE; REPAIRS.** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer for the Equipment and shall comply with all laws, ordinances, insurance policies regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee, at its expense will keep the Equipment in good working order and repair and furnish all parts, mechanisms and devices required therefor.

9. **ALTERATIONS.** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. **LOCATION; INSPECTION.** The Equipment will not be removed from, or if the Equipment consists of rolling stock, its permanent base will not be changed from the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment location or elsewhere during reasonable business hours to inspect the equipment or observe its use and operation.

11. **LIENS AND TAXES.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges, and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor.

12. **RISK OF LOSS; DAMAGE; DESTRUCTION.** Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any Item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any Item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, will either (a) replace the same with like Equipment in good repair, or (b) on the next Lease Payment date, pay Lessor: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease Payment due on such date, and (ii) an amount equal to the applicable Customers Balance set forth in Schedule B. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Customers Balance to be made by Lessee with respect to the Equipment which has suffered the event of loss.

13. **PERSONAL PROPERTY.** The Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of interest in the Equipment from any party having an interest in such real estate or building.

14. **INSURANCE.** Lessee, will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insured as shall be satisfactory to Lessor, or, with Lessor's consent may self-insure against any or all such risks. In no event will the insurance limits be less than the amount of the then applicable Customers Balance with respect to such Equipment. Each insurance policy will name Lessee as an insured and Lessor or its assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its assigns as their interest may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation related thereto.

15. **INDEMNIFICATION:** Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorney's fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use operation, rejection, or return and the recovery of claims under insurance policies thereon. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the termination of the Lease Term for any reason.

16. **ASSIGNMENT AND SUBLEASE.**

(a) Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, or grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. No assignment or sublease shall relieve the Lessee of any of its obligations or duties hereunder, which shall remain those of a principal and not a guarantor.

(b) Lessor shall not assign, transfer, pledge, or dispose of this Agreement or any interest therein, whether as security for any of its indebtedness or otherwise. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

17. **EVENT OF DEFAULT.** The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

18. **REMEDIES.** Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare an amount equal to all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable, (ii) by written notice to the Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other payments due to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the State of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

19. **PURCHASE OPTION.** Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that there is no Event of Default, or an event which with notice to lapse of time, or both, could become an Event of Default, then existing, Lessee will have the right to purchase the Equipment on any Lease Payment due date by paying to Lessor, on such date, the Customers Balance amount set forth opposite the appropriate number of payments made as reflected on Schedule B to the Lease. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

20. REPORTING REQUIREMENTS. Lessee agrees to comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"). In the event Lessor, solely on account of Lessee's failure to comply with such information reporting requirements, is not entitled to treat the Lease Payments and the Customers Balances received from Lessee hereunder as interest and principal payments on a state or local bond, the interest of which is exempt from Federal income tax under Section 103(a) of the Code, then Lessee shall pay to Lessor, as additional rentals, a sum which, after deduction of all taxes which are or will be payable by Lessor in respect of the receipt thereof under the Laws of the United States or any state or local government or taxing authority in the United States, or under the laws of any taxing authority or political or governmental subdivision of a foreign country, shall be equal to the additional Federal income tax which is or will be payable by Lessor as a result of the loss of such interest exemption, together with any interest, addition to tax or penalty which may be assessed by the United States Government against Lessor in connection with the loss of such interest exemption, which amounts shall be payable on written demand by Lessor, together with interest thereon at the highest lawful rate from the date of payment of the additional Federal income tax to the date of payment by Lessee.

21. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five (5) days subsequent to mailing.

22. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

23. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

24. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

25. ENTIRE AGREEMENT; WAIVER. This Lease, together with the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

(Lessor)
Ally Financial

(Lessee)
CITY OF CENTRAL
141 NEVADA ST
CENTRAL CITY CO 80427

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

OPINION OF COUNSEL

With respect to that certain Municipal Lease-Purchase Agreement (Lease) dated _____ by and between Ally Financial and the Lessee, I am of the opinion that: (i) the Lessee is a tax-exempt entity under Section 103 of the Internal Revenue Code; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee; (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms and all statements contained in the Lease and all related instruments are true; (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law; and (v) the Uniform Commercial Code of the state where the Equipment is located and or the certificate of title laws of such state will govern the method of perfecting Lessor's security interest in the Equipment.

By: _____
Attorney for Lessee

Date: _____

MUNICIPAL CERTIFICATE

I, _____ of CITY OF CENTRAL, hereby certify that the Municipal Lease Purchase Agreement, dated _____, between Ally Financial, as Lessor and CITY OF CENTRAL as Lessee, leasing the Equipment described, was executed by me on the _____ day of _____, 20____; and that I have full power and authority to execute the Municipal Lease Purchase Agreement, and that the power to enter into the Lease Purchase Agreement granted to me by the CITY OF CENTRAL has not been withdrawn, and that all required procedures necessary to make the Municipal Lease Purchase Agreement a legal and binding obligation of the Lessee have been followed.

I also certify that payment due by CITY OF CENTRAL under the Municipal Lease Purchase Agreement referred herein for the current lease term are within the current budget and within an available, unexhausted and unencumbered appropriation of the municipality of the CITY OF CENTRAL.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____ 20 _____.

Attest:

Agency Official

(Signature)

(Signature)

(Title)

(Title)

Delivery and Acceptance Certificate

2 Vehicles (s) for Municipal Lease/Purchase

Payment Structure: 48, Monthly An annual rate of:5.94%

#	Year	Make	Model	Vin	Application#	Cost	Payment
1.	2012	Chevrolet	SILVERADO	1GC1KXE84BF189614	1234567890	32520.20	759.08
2.	2012	Chrysler/Dodge	RAM 5500	1GC1KXE84BF189614	1234567890	85462.20	1994.86

Total Cost of the vehicle (s): \$ 117982.40 Total Payments: \$ 2753.94

Equipment Location (Garaged at) : _____

Under the Municipal Lease Agreement dated _____, (Lease) between Ally Financial (the Lessor) and the undersigned Lessee, the Lessee hereby certifies that the vehicle (s) listed above has (have) been delivered to Lessee, tested and inspected by Lessee, found to be in good order and accepted as Equipment under the Lease, all on the date indicated below.

The Lessee hereby agrees to lease/purchase the vehicles as described.

(Lessor)

(Lessee)

Ally Financial

CITY OF CENTRAL

By: _____

By: _____

Date: _____

Date: _____

SCHEDULE B

Payment Schedule to the Lease Agreement dated _____.

Customer: City of Central
 Dealer: MEDVED CHEVROLET, INC.
 Equipment 1: Chevrolet Silverado 3500
 Equipment 2: Chrysler/Dodge Ram 5500
 Term: 4, Annual
 Annual Percentage Rate: 5.94 %
 First Payment: Advance
 Amount Financed: \$125333.00
 Payment Amount: \$ 34095.10
 Total Interest: \$ 11047.40
 End of Lease Purchase Option: \$1 per unit

# OF PMTS MADE	PAYMENT	CUSTOMERS BALANCE	BALANCE: PERCENT OF COST	REDUCTION IN PRINCIPAL	INTEREST ON PRINCIPAL
1	<u>\$34095.10</u>	<u>\$91237.90</u>	<u>72.80%</u>	<u>\$34095.10</u>	<u>\$0.00</u>
2	<u>\$34095.10</u>	<u>\$62562.33</u>	<u>49.92%</u>	<u>\$28675.57</u>	<u>\$5419.53</u>
3	<u>\$34095.10</u>	<u>\$32183.43</u>	<u>25.68%</u>	<u>\$30378.90</u>	<u>\$3716.20</u>
4	<u>\$34095.10</u>	<u>\$0.03</u>	<u>0.00%</u>	<u>\$32183.40</u>	<u>\$1911.70</u>

(Lessor)
 Ally Contract Processing Center
 2911 Lake Vista Dr,
 Lewisville, TX 75067

(Lessee)
 City of Central
 141 Nevada St
 Central City, CO 80427

By: _____
 Title: _____
 Date: _____

By: _____
 Title: _____
 Date: _____



Municipal Lease-Purchase Plan

To: City of Central
 Prepared By: Tim Myers
 Date: 01/04/2012

Ally Financial ("Ally") appreciates the opportunity to provide the following municipal lease/purchase financing quote for the units described below.

Term in years	4
Advance Rental, to be paid	Annual
Equipment to finance	2
Equipment Usage	Maintenance / service
Annual Rate	5.94

The payment for each unit is calculated by multiplying the Lease Factor by the principal amount for that unit.

Principal: \$125,333.00

Payment: \$34,095.10

Payments for different principal amounts can be calculated in the same method.

The quoted interest rate is the rate Ally would charge as of the date of this letter. Ally reserves the right to change the rate if necessary. The rate will be determined upon delivery of the equipment and fixed for the term of the lease. The end-of-lease option to purchase the unit(s) described above is \$1 per unit.

This quote is for tax-exempt municipal lease/purchase financing only, and the following minimum conditions must be met:

- Qualification as a tax-exempt municipality for federal tax purposes
- Qualification of unit as "essential use"
- Execution of documentation acceptable to Ally
- Ally's standard program parameters are followed
- Ally must receive copies of audited financial statements and the current year's budget
- Credit review and approval by Ally
- The municipality must pay all sales and property taxes, maintain the unit(s), and provide for physical damage and liability insurance acceptable to Ally
- No adverse change in tax law related to the proposed transaction

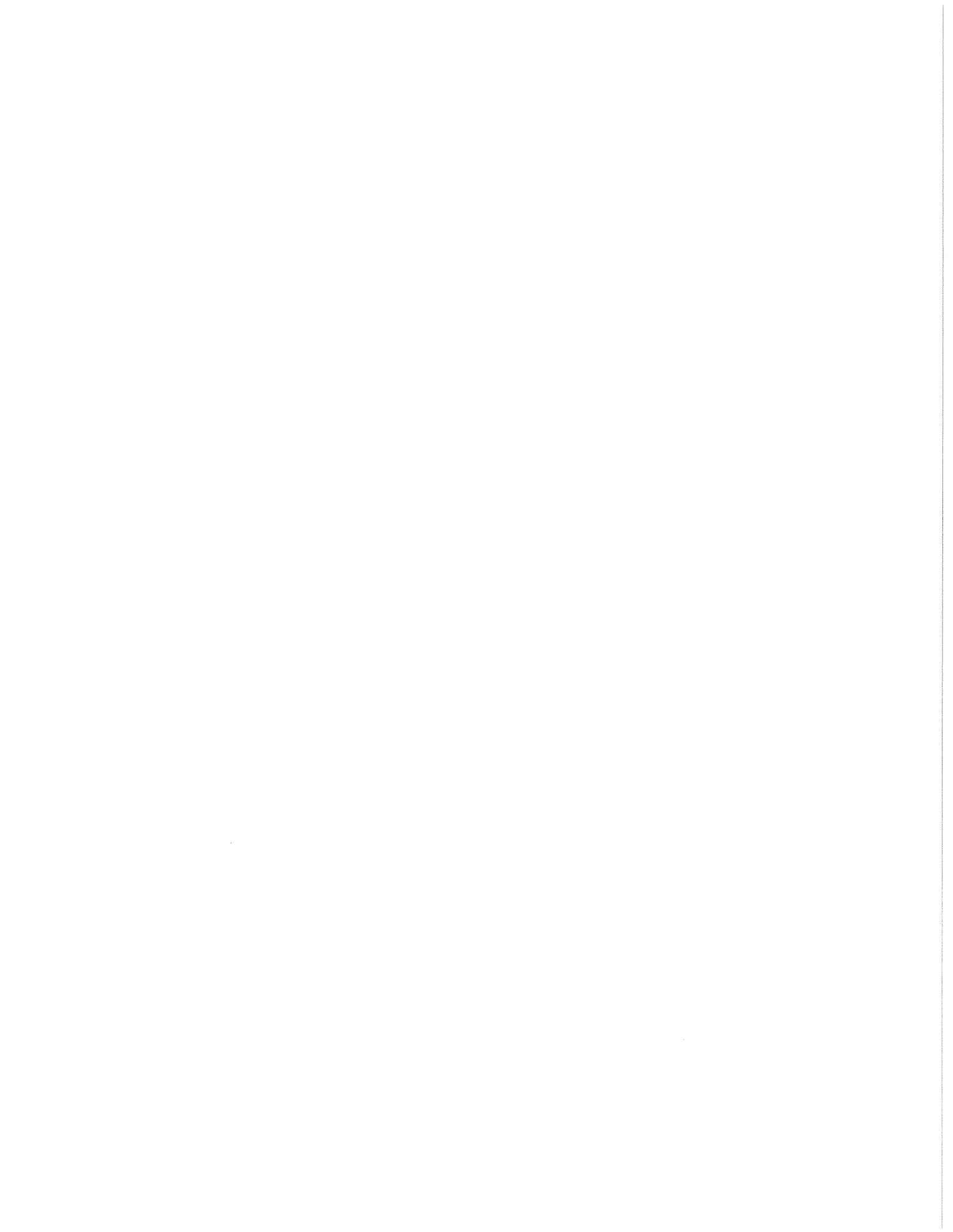
If any further assistance is required, please do not hesitate to call Ally at 1-800-471-4622.

NOTE: This rate will be locked for the following number of days: 90

DATE: January 12, 2012
TO: Alan Lanning, City Manager
Mayor & Council
FROM: Shannon Flowers, Finance Director/Treasurer

Following is an update of the Finance Department's activities for the weeks of Thursday December 15th through Thursday January 12th, 2012. I will be in the office 8 a.m. to 5:00 p.m. Tuesday through Thursday. The Finance Clerk will be in the office Tuesday and Thursday from out of the office on vacation next week..

- Submitted 2012 Adopted Budget to DOLA
- Finalized quotes and financing for PW vehicles with Operations Director and prepared Council Communication Form on same
- Prepared January Device Fee Invoices
- Prepared the Preliminary December Revenue/Expenditure Report
- Met with the Historical Society and new Planner on 2012 Events and advertising plan
- Prepared and filed new employee paperwork for City Planner and gave him background information on a number of projects and/or issues
- Assisted Operations Director on employee issues
- Met with website re-design company and City Clerk and reviewed their proposal for services
- Began December Bank Reconciliation
- Began the year-end close out process and schedule audit fieldwork for February
- Processed Bi-weekly payroll and all associated tax and retirement filings
- Finance Clerk Processed Accounts Payable
- Finance Clerk processed Accounts Receivable and prepared weekly deposits
- Finance Clerk administered Municipal Court



City Clerk's Office

To: City Manager Alan Lanning, Mayor Engels, and City Council

From: Reba Bechtel, City Clerk

Date: January 17, 2012

Re: Bi-weekly Report

- Council minutes from December 20 completed
- Packet prep for the January 17 meeting
- HPC packet prep meeting cancelled for weather
- Met with Shannon and a web design firm to discuss website upgrade
- Ongoing: Business license: Processing new applications
Contractor license: Processing new application

Greg Thompson Community Development Department Bi-Weekly summary

1. Met with the City Manager and appraiser for the Morrone project. We responded to his questions and gave a brief overview of the development climate in the City.
2. Familiarized myself with City process, policy, projects.
3. Toured Casey Street and other areas of the city on foot.
4. Filled out and submitted Census boundary and annexation information.
5. Responded to citizen inquiries.
6. Toured the Chase Gulch reservoir and dam.
7. Toured the Morrone project with site plan in hand.
8. Met a variety of community members and board and commission members.
9. Met with the BID during their meeting.
10. Met with the Gilpin County Historical Society.
11. Went to a local business to visit with the owner and see where their project addition will occur.
12. Created a Land Use Application form.
13. Began to appreciate why Central City is so special.



CITY OF CENTRAL
Public Works Department
Kent Kisselman, P.E., Director

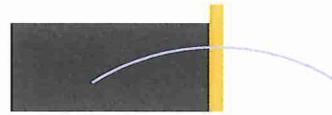
January 2012

Upcoming Events

- ◆ None for the month of January

Special points of interest:

- ◆ The Public Works Department officially said goodbye to John Smith on December 30, 2011. We wish him the best of luck.
- ◆ The Public Works Department conducted interviews with qualified candidates to fill the Street/Facilities Superintendent position and have selected Mr. Joe Braccio. Joe will be a great addition to the staff and we look forward to his first day on January 23, 2012.
- ◆ The Public Works Department also promoted Mr. Dennis Allen to Fleet Foreman. Mr. Allen has been doing a tremendous job managing the fleet and keeping us on the road.
- ◆ The Public Works Department also promoted Mr. Frank Sevigny to probationary Foreman. Mr. Sevigny has some great ideas to improve staff performance.



PUBLIC WORKS DEPARTMENT



Getting your house in order...

The Streetscape has reached substantial completion and we are in the process of finalizing the project. Unfortunately we had a series of accidents over the New Year Holiday, 5 in fact. The damage to the Streetscape is covered by insurance and we are in the process of obtaining estimates to repair the damage. The other damage was to street signs and to City Hall. Public Works will be replacing the damaged signs and we are determining costs on the brick damage to City Hall.

The new Street Sweeper is scheduled to arrive later this month or the first part of February. We are in the process of ordering two new fleet vehicles, a new regular pickup truck and a new dump body pickup. The TEREX lift has been taken down to Denver to be placed in a public auction on January 18th as the new dump body truck will be equipped with a cherry picker.

Snow season is upon us and we have been using the new snow plow and it has been working great. The additional wing allows for faster widening of the Parkway. We are still figuring out the best processes for Main Street not salting the newly placed concrete and using a rubber blade to scrap. This will continue to be difficult until the bricks stabilize and the concrete cures, then we may begin to use normal practices to remove snow. Staff continues to excel at being responsive to those residents who contact the City and have specific issues.

The beginning of this year we are concentrating on planning for the Spring and Summer Projects. With your approval I would like to set up town hall type meet-

ing to better understand the needs of the residents with respect to projects.

The Water Department is excited to begin our Water System Master Plan with Black and Veatch Engineering later this month. This will allow us to better understand our system and develop a much needed assessment of our city infrastructure.

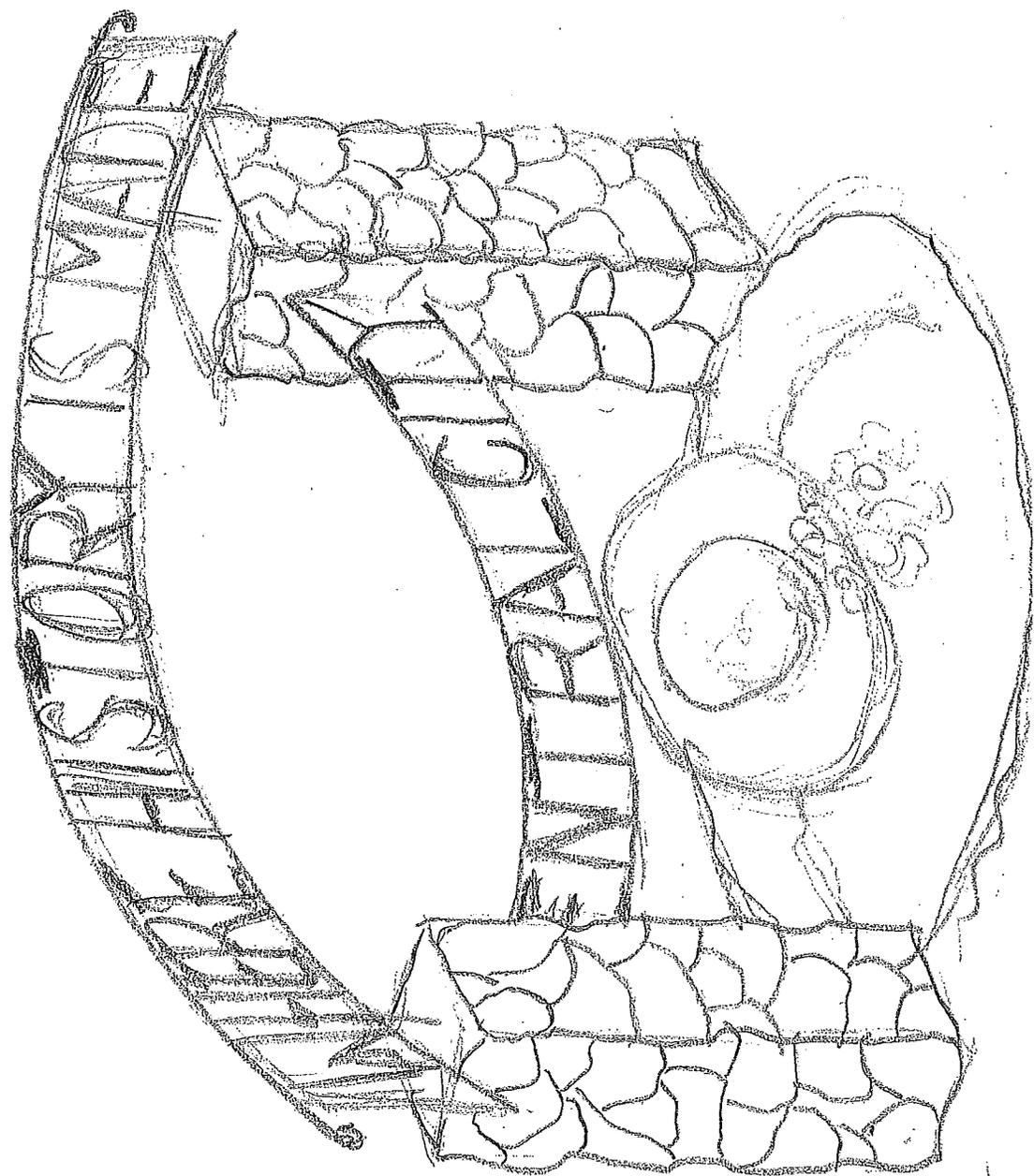
Our goal for this year is to be a unified team and empowering those who want to do a better job and make this City great. We have taken big steps in these first few weeks and will continue to strive for excellence in both our employees and our performance.

Please contact Kent Kisselman with any PW related issues you may have, communication is the key to success. Have a great month!

opdirector@cityofcentral.co
303-598-1936 day cell

Personal Message:

I have now been here for approximately 8 months and I am fed up with the "past". My plan is positive moving forward and this year is the beginning of implementing that plan. I believe we are providing better service, improving production, improving morale, building leaders, and planning for our future. From what I have seen and heard, things were not better in the past and I will not allow those who live in the past to bring our department down. I thank you for support and allowing me to be in this position. I will continue to do my very best.



20

A hand-drawn illustration of a stone archway. The archway is constructed from irregular, rounded stones. The text "CENTRAL CITY" is inscribed on the upper part of the arch, and "WHERE HISTORY LIVES" is inscribed on the lower part. The drawing is done in a sketchy, textured style with cross-hatching and fine lines to create depth and shadow. The archway is set against a background of faint, sketchy outlines of trees and foliage.

CENTRAL CITY
WHERE HISTORY LIVES

To: Allan Lanning, City Manager

From: Terry Krelle, Chief of Police

Date: 01/12/12

Reference: Weekly Report

Due to an update that is being done to the Computer Aided Dispatch software, I will not be able to provide stats for this period. As a result, I will provide you with a brief statement as to the recent activity of the Department. Business has been as usual with no major incidents to report. Officer Kidd's retirement party is scheduled for January 20th at 7:00pm at the banquet room in Century. We have completed the mandated psychological testing on our prospective officer. Upon hearing positive results, the applicant will be offered a condition job offer. We have assisted the Operations Manager with an internal investigation this week, for damage done to a truck. I have conducted both street and administrative duties this week as well.