

CITY OF CENTRAL, COLORADO
NOTICE OF A REGULAR MEETING of the CITY COUNCIL to be held on
Tuesday, February 7, 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 January 19, 26 & February 2; and
City Council minutes: January 17, 2012.

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. Report of LLC changes and Trade Name change for Luna Gaming Central City LLC d/b/a Reserve Casino Hotel f/k/a Fortune Valley Hotel & Casino at 321 Gregory St (Bechtel)

SECOND READING & PUBLIC HEARING –

8. 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)

ACTION ITEMS: NEW BUSINESS –

9. Central City Promise Program Request – Megan Spellman

10. Resolution No. 12-02: A resolution of the City Council of the City of Central, Colorado approving a Settlement Agreement and Release By and Between Central City, Ruby Elaine Culpepper and Colorado Coach Transportation, LLC.

REPORTS –

11. 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).

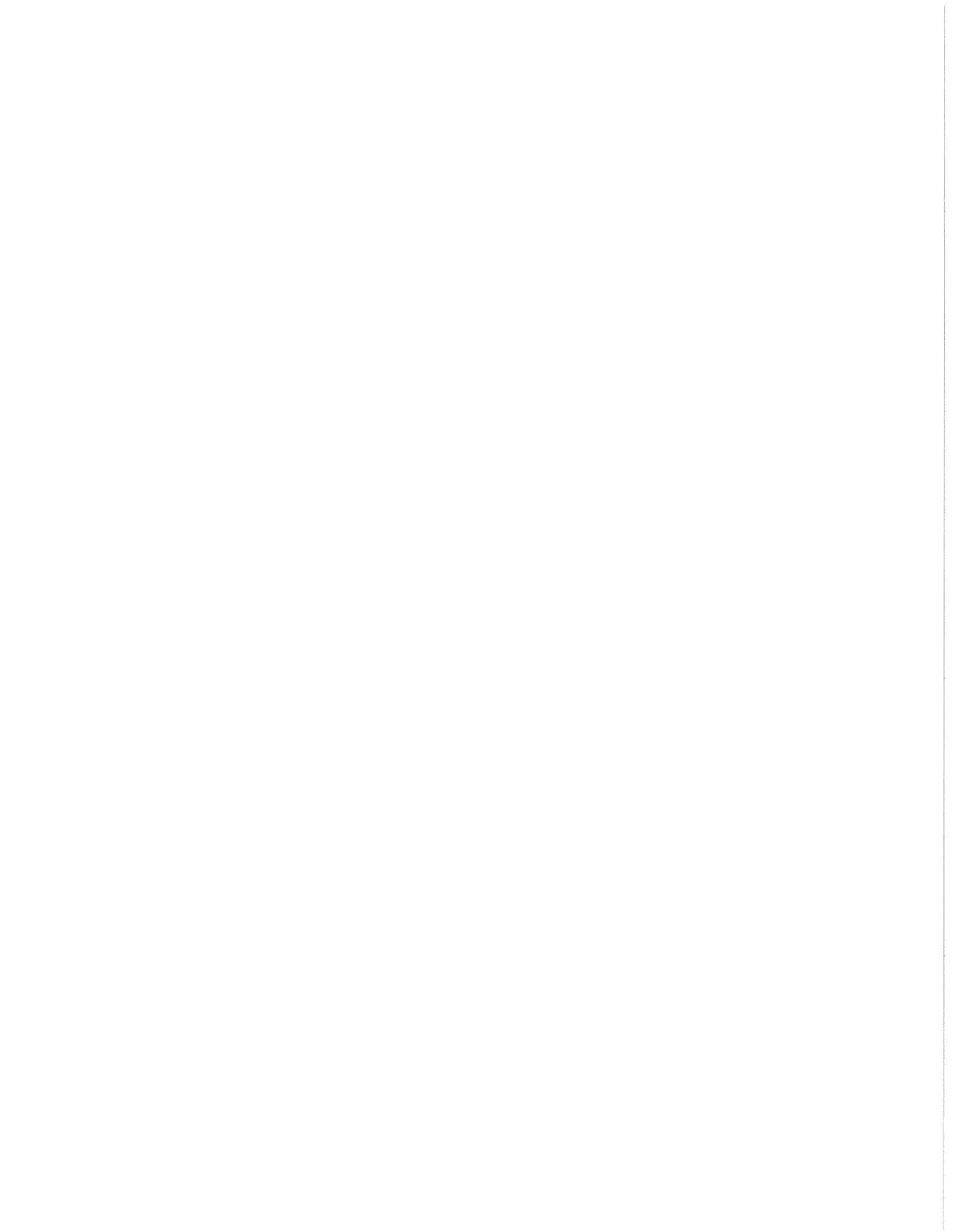
ADJOURN. Next Council meeting February 21, 2012.

Posted 2/3/12

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
2/2/2012**

Total Beginning ENB Cash on Hand 1/13/12	381,235.69
Deposits to CCNB	672,841.04
Wires Out CCNB	(59,659.74)
Cleared Checks	(443,618.91)
<hr/>	
2/1//2012	550,798.08
<less previously approved & outstanding>	(19,826.47)
<less Burg Simpson Settlement-to GF Reserve>	(125,000.00)
Total CCNB Cash on Hand 2/1/2012	405,971.61
Total Beginning Colotrust Cash on Hand 1/13/12	1,231,280.60
Wires into Account	4,117.16
Wires out of Account-Into Evenrgreen National	(300,000.00)
Total Colotrust Cash on Hand 1/13/12	935,397.76
TOTAL CASH ON HAND 2/1/12	1,341,369.37



**CITY OF CENTRAL
DEBIT CARD PURCHASES
1/13 through 2/1**

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
1/18/2012	OCPO	Water Training Registration	35.00
1/20/2012	Mid City Grille	Staff Lunch	46.98
1/27/2012	Yousendit.com	Registration	14.99
1/27/2012	Big O Tires	PW Trucks	80.99
1/30/2012	Dell	Computer Parts	42.75
1/30/2012	HSG Registration	Conference Registration	400.00
1/31/2012	Hydraulic Controls	PW Parts	28.40
1/31/2012	Summit Brick and Tile	Bricks for Wall Repair	40.00
2/1/2012	Baudville	FD-Awards	130.99
2/1/2012	GFOA	Membership-Finance	185.00
Total			1,005.10

CASH FLOW
CHECK LISTING

2/2/2012

Inv Date	Inv #	Ck. Date	CK#	Vendor	Description	Amount	Mail Date
1/23/12	012312	1/23/12	124294	Petty Cash	Uniforms, Batteries, Quit Claim, PW Training	170.09	clrd
1/23/12	012312	1/23/12	124295	John Combs	Training Mileage Reimbursement	183.70	clrd
1/23/12	01-2349	1/23/12	124296	Mediaworks	Websife Redesign Deposit	1,925.00	Sent
12/31/11	012612	1/26/12	124297	Ren Goltra	Escrow Acct Closing-Refund of Balance	120.22	Sent
12/31/11	012612	1/26/12	124298	Century Casino	Escrow Acct Closing-Refund of Balance	628.75	Sent
12/31/11	012612	1/26/12	124299	Prospectors Run	Escrow Acct Closing-Refund of Balance	255.50	Sent
12/31/11	012612	1/26/12	124300	American Gaming Group	Escrow Acct Closing-Refund of Balance	1,319.75	Sent
1/13/12	153009	1/27/12	124301	Ace Equipment	Snow shoevels	70.48	
1/4/12	92380	1/27/12	124302	Blackwell Oil	Fuel	5,192.35	
1/5/12	5751112210	1/27/12	124303	Clear Creek Supply	Auto Supplies	289.92	
1/19/12	2416C	1/27/12	124304	Columbine Paper	Trash Bags, Paper Towels	234.59	
1/13/12	2212827	1/27/12	124305	Idaho Springs Lumber	PW Supplies	6.49	
1/16/12	011612	1/27/12	124306	MCI	Toll Free Telephone Service	29.01	
1/6/12	859116	1/27/12	124307	Medved	Filter Replacement on Vehicle	245.64	
1/12/12	0870211	1/27/12	124308	Office Stuff	FD Apparel, Paper, Time Clock, Calendar	935.60	
1/26/12	702307203	1/27/12	124309	USPS	Bus Shelter Lease	133.33	
1/16/12	011612	1/27/12	124310	Century Link	Telephone and Fax Lines	750.27	
1/4/12	5380765X	1/27/12	124311	NFPA National	2012 Membership	165.00	
1/18/12	Feb2012	1/27/12	124312	Vision Service Plan	February Vision Insurance Premiums	336.24	
1/19/12	37159583	1/27/12	124313	4 Wheel Parts Performance	FD Truck Parts	253.99	
1/6/12	A174634	1/27/12	124314	McCandless International	Mirror and Blower for Kenworth	208.36	
1/20/12	886884	1/27/12	124315	Aflac	Supplemental Insurance Premiums	1,048.00	
1/18/12	95387	1/27/12	124316	DEWCO Pumps	Water Plant Part	45.64	
1/21/12	122481	1/27/12	124317	Adarand Construction	Guardrail Accident Repair-Reimbursed	9,000.00	
1/15/12	D707991202	1/27/12	124318	YESCO	Sign Maintenance	82.50	
1/12/12	6509540900	1/27/12	124319	Highway Technologies	PW Galvanized Pipe Parts	689.55	
1/10/12	A056334019	1/27/12	124320	A&E Tire	Tires	976.43	
1/9/12	309252	1/27/12	124321	Golder Associates	Water Plant Maintenance and Supplies	1,496.21	
1/16/12	1109500003	1/27/12	124322	BBC Research	Parking Garage Study In Progress Payment	1,755.00	
1/19/12	D123454	1/27/12	124323	Accutest Mountain States	Water Plant Testing	751.00	
1/16/12	2065177	1/27/12	124324	EDS Waste Solutions	Dumpster Pick Up	75.00	
1/20/12	12.012	1/27/12	124325	A Convenient Change LLC	DOT Inspections for PW Vehicles	355.00	
1/5/12	165550	1/27/12	124326	Everist Materials	Salt and Sand	11,106.54	
1/26/12	Feb2012	1/27/12	124327	Assurant Employee Benefits	Dental Insurance Premiums	1,348.79	
12/31/11	730109111	1/27/12	124328	DPC Industries	Chlorine for Water Plant	6.00	
12/21/11	92266	1/27/12	124329	Blackwell Oil	Fuel	4,161.50	
1/16/12	111652	1/27/12	124330	CIRSA	Liability Deductibles	2,000.00	
10/13/11	T117692	1/27/12	124331	CO Div. of Fire Safety	Firefighter Retake Exam	30.00	
12/9/11	CTCS578705	1/27/12	124332	Medved	Repair Fire Truck	564.49	
1/3/12	010312C	1/27/12	124333	Xcel Energy	Electricity	9,373.43	
12/11/11	194710596	1/27/12	124334	US Bank	Photocopier Lease	427.61	
11/30/11	21111193	1/27/12	124335	Utility Notification Center	Water Line Locates	28.98	

CASH FLOW
CHECK LISTING

2/2/2012

12/2/11	120211	1/27/12	124336	Vision Service Plan	Vision Insurance Premium	33.58
1/1/12	4thQtr11	1/27/12	124337	Phil Headrick	Firefighter Mileage Reimbursement	280.50
1/16/12	120101	1/27/12	124338	Gilpin County Historical	Employee for Washington Hall	1,453.28
1/5/12	6751	1/27/12	124339	Deere & Ault	General Water Consulting	4,090.00
12/28/11	1043893031	1/27/12	124340	Verizon Wireless	Cell Phones	759.34
1/18/12	36566	1/27/12	124341	Peak Performance Imaging	Metered Photocopies	257.04
12/29/11	3280610	1/27/12	124342	Safeware Inc.	FD-Pulleys, Cords and Anchors	1,815.75
1/24/12	012412	1/27/12	124343	Ian Pierce	Firefighter Reimbursement for Apparel	38.00
			124344-124345	Employee Payroll Checks	Payroll Checks 2/3/12	2,245.71
			124346	CO Dept. of Revenue	Employee Garnishment	58.68
			124347	ICMA-401	Retirement Contributions	2,494.73
			124348	ICMA-457	Retirement Contributions	1,247.62
			124349	ICMA-IRA	Retirement Contributions	331.00
1/31/12	013112	1/31/12	124350	Tymco, Inc.	1st Street Sweeper Lease Payment	28,956.61
1/23/12	111709	2/2/12	124351	CIRSA	1st Qtr Prop/Cas and WC, Boiler	27,100.41
2/2/12	4thQtr2011	2/2/12	124352	CO Dept. of Revenue	4th Qtr Sales Tax for Visitors Center	26.00
2/2/12	Feb2012	2/2/12	124353	Gilpin Ambulance Authority	Ambulance Service	12,750.00
1/26/12	2213082	2/2/12	124354	Idaho Springs Lumber	Gloves and PW Supplies	25.49
1/25/12	140909	2/2/12	124355	Lampert Hitch	Hitch for Water Truck	398.07
1/24/12	LN255912	2/2/12	124356	Neve's Uniforms	PD Uniforms	1,129.30
1/26/12	873261	2/2/12	124357	Office Stuff	Printer for PW and Label Maker	353.98
1/25/12	012512	2/2/12	124358	Xcel Energy	Electricity	236.67
1/22/12	012212	2/2/12	124359	Purchase Power	Postage	419.99
1/16/12	011612Z	2/2/12	124360	Century Link	Telephone and Fax Lines	49.96
9/15/11	248333	2/2/12	124361	S.E.H.	Main Street and On Call	19,917.10
2/2/12	2012	2/2/12	124362	CAMCA	Court Clerk Membership	20.00
2/2/12	New	2/2/12	124363	Government Finance Officers	Finance Clerk Membership	150.00
1/20/12	104	2/2/12	124364	Century	Kidd's Retirement Party	300.00
2/1/12	2438	2/2/12	124365	One Way Inc	Residential Trash Pick Up	4,022.40
1/22/12	012512	2/2/12	124366	Skybeam	Internet for Water General	74.81
2/2/12	112797	2/2/12	124367	Air-O-Pure	Restrooms at City Shops	95.00
2/1/12	3143	2/2/12	124368	Prospectors Run HOA	Snow Removal	800.00
1/16/12	1048790240	2/2/12	124369	Verizon Wireless	Internet for Water Dept.	85.07
1/24/12	012412	2/2/12	124370	USA Communications	Internet for Townhouse and PW	127.99
2/2/12	Feb2012	2/2/12	124371	Alan Lanning	Mileage Reimbursement for Feb/Jan Coverage	351.65
1/21/12	9256752	2/2/12	124372	Integra Telecom	Telephone Service	702.14
1/24/12	1963	2/2/12	124373	Colorado Coach Transportation	Shuttle Service for February	32,022.38
Total Issued:						223,822.67
Approved & Sent Checks:						19,826.47
Clrd & Pending Approval						4,603.01
Voided Checks						-
Total Pending Approval 2/7						203,996.20

**CITY OF CENTRAL
CITY COUNCIL MEETING
January 17, 2012**

CALL TO ORDER

A regular meeting of the City Council for the City of Central was called to order by Mayor Engels at 7:00 p.m., in City Hall on January 17, 2012.

ROLL CALL

Present: Mayor Engels
Alderman Spain
Alderman Voorhies
Alderman Lee
Alderman Giancola

Absent: None

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

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 22, 29 and January 5, 12; the December Financial Report; and the City Council minutes of December 20, 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 Giancola moved to open the Liquor Licensing Authority. Alderman Voorhies seconded and, without discussion, the motion carried unanimously.

City Clerk Bechtel explained that Luna Gaming Central City LLC dba Fortune Valley Hotel & Casino submitted this renewal directly to the State in November and it was returned to them for the local approval. Police Chief Krelle stated that a check of police records for Fortune Valley 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 is working with the establishment to correct these problems and is confident that the management of Reserve will correct the known issues. Chief Krelle recommended 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.

Alderman Spain moved to approve the renewal of Luna Gaming Central City LLC dba Fortune Valley Hotel & Casino at 321 Gregory Street effective February 9, 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.

NEW BUSINESS

Recognition of Service for Judge Rodgers

Mayor Engels, on behalf of the Council, Staff, and citizens of Central City, expressed a heartfelt thank you to Judge Fred Rodgers and presented him with a plaque and check and for his 32 years of service to Central City from September 1980 to December 2011. Judge Rodgers entertained all present by playing his guitar and singing "Mama's Don't Let Your Cowboys Grow up To Be Judges".

Planning Commission Appointment

Mayor Engels appointed Margaret Grant and thanked her for her letter of interest to serve on Planning Commission.

Annual Appointments:

- a. Mayor Pro-tem appointment—Alderman Voorhies moved to appoint Alderman Spain. Alderman Giancola seconded and, without discussion, the motion carried unanimously.
- b. Legal Publication for 2012—Alderman Voorhies moved to approve the Weekly Register Call. Alderman Giancola seconded and, without discussion, the motion carried unanimously.
- c. DRCOG Representative—Alderman Voorhies moved to appoint Mayor Engels. Alderman Giancola seconded and, without discussion, the motion carried unanimously.
- d. Gilpin Ambulance Authority Representative—Alderman Voorhies moved to appoint Manager Lanning. Alderman Giancola seconded and, without discussion, the motion carried unanimously.
- e. Gilpin County Recreation Board Representative—Alderman Voorhies moved to appoint CDD Thompson. Alderman Giancola seconded and, without discussion, the motion carried unanimously.

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.*

City Clerk Bechtel explained that this proposed resolution is an annual event for posting places as required by Section 24-6-402(2)(c) C.R.S.

Alderman Spain moved to approve 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. Alderman Voorhies seconded and, without discussion, the motion carried unanimously.

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.

Finance Director Flowers gave the background as follows: 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. The total amount of interest to be paid over the term of the lease purchase is \$11,047.40. 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).

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.

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

Alderman Voorhies moved to adopt 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 and set the Public Hearing for February 7, 2012 at 7:00p.m. Alderman Spain seconded and, without discussion, the motion carried unanimously.

STAFF REPORTS

Manager Lanning asked for questions from Council. Alderman Giancola asked about the letter from Mrs. Heider regarding snow plowing and Manager Lanning stated he will respond to her. Alderman Lee asked about the current PW fleet and OP Director Kisselman gave an accounting of the vehicles we have in service. Alderman Spain asked about the new street signs that do not face the traffic and Manager Lanning stated that he will look into this issue and that he wants to do a review of street signs and their placement in the summer. Mayor Engels congratulated OP Director Kisselman for the employee changes in the department. OP Director Kisselman asked for any feedback on the drawing of a replacement for the sign at the Y. After some discussion, it was agreed that his department would return to Council with more details for the sign and would include information on possibilities for an area to pull off for picture taking.

COUNCIL COMMENTS

No Council member wished to speak.

PUBLIC FORUM/AUDIENCE PARTICIPATION

No one requested time to address the Council.

EXECUTIVE SESSION – Pursuant to C.R.S. 24-6-402(4)(b) for purposes of receiving legal advice regarding: (1) 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 (5) 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.

At 7:38 p.m. Alderman Spain moved to adjourn into Executive Session. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

The next regular Council meeting is scheduled for February 7, 2012 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: February 7, 2012

ITEM: Report of LLC changes and Trade Name change for Luna Gaming Central City LLC d/b/a Reserve Casino Hotel f/k/a Fortune Valley Hotel & Casino at 321 Gregory St

NEXT STEP: Council Motion

ORDINANCE
 MOTION
 INFORMATION

- I. **REQUEST OR ISSUE:** Report of LLC changes and Trade Name change for Luna Gaming Central City LLC d/b/a Reserve Casino Hotel f/k/a Fortune Valley Hotel & Casino at 321 Gregory St LLC
- II. **RECOMMENDED ACTION / NEXT STEP:** Approve LLC change and Trade Name change
- III. **FISCAL IMPACTS:** N/A
- IV. **BACKGROUND INFORMATION:** The LLC change is contingent on results from CBI but no problems are expected. The Trade Name change request has come after the signs were placed instead of 10 days prior as required.
- 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 changes as proposed.
2. Move to deny.

FILED ON BEHALF OF THE APPLICANT
 BY DILL DILL CARR STONBRAKER &
 HUTCHINGS, P.C.
 (303) 777-3737

**CORPORATION, LIMITED LIABILITY
 COMPANY AND PARTNERSHIP
 Liquor and 3.2 Beer Licenses**

(2355) LLC/PARTNERSHIP
 (2350) CORPORATION

SEE INSTRUCTIONS AND
 FEE SCHEDULE ON PAGE 2

1. Corporate/L.L.C./Partnership Name LUNA GAMING CENTRAL CITY LLC		2. State Tax Account Number 04288580-0000		3. State Liquor License Number 42-88580-0000	
4. Trade Name RESERVE CASINO HOTEL				5. Telephone Number 303-582-0800	
6. Address of Licensed Premises 321 GREGORY STREET		City CENTRAL CITY		State CO	ZIP Code 80427
7. Mailing Address if different than above 42875 GRAND RIVER AVE #201		City NOVI		State MI	ZIP Code 48375

8. LIST ALL officers, directors (corporation) or Managing Members (L.L.C.) or General Partner(s). Each Officer, Director, Managing Member or Partner MUST FILL OUT a DR 8404-I (Individual History Record).

Position Held	Names	Home Address	DOB	Replaces
Manager	Thomas Celani	2600 Turtle Lake Dr; Bloomfield Hills MI 48302	12/30/55	NONE--No Change
Manager	James D. Oegema	24342 Myrtle Ct; Novi MI 48375	9/29/72	NONE--No Change
Manager	Dean C. DiLullo	12394 W. Auburn Dr; Lakewood CO 80228	3/13/64	NEW
Manager	Edward A. St. John III	615 Garmisch St; Aspen CO 81611	3/27/64	NEW

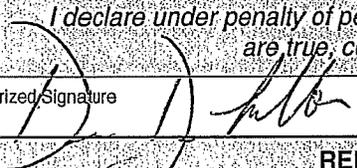
9. LIST ALL 10% (or more) Stockholders or 10% (or more) Members or 10% (or more) Limited Partners. Each person listed Must Fill out a DR 8404-I (Individual History Record)

Stockholders/Members/Partners owning 10% (or more) of business	% Owned	Home Address	DOB	Replaces
Luna GCC LLC	50%	42875 Grand River Ave #201; Novi MI 48375	N/A	Luna GCC LLC--100%
321 Gregory Street LLC	40%	2560 Lord Baltimore Dr; Baltimore MD 21244	N/A	NEW
M1 Colorado LLC	10%	1384 Calle Calma; Henderson NV 89012	N/A	NEW

10. Registered Agent The Corporation Company	Address For Service 1675 Broadway Ste #1200; Denver CO 80202
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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.

11. Authorized Signature 	Title MANAGER	Date 1/17/12
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REPORT OF LOCAL LICENSING AUTHORITY

The foregoing changes have been received and examined by the Local Licensing Authority

12. Local Licensing Authority For			<input type="checkbox"/> County <input type="checkbox"/> Town/City
Signature	Title	Date	
Attest			Date

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION

License Account Number	Period	Cash Fund	TOTAL
		-100 (999)	

STORAGE PERMIT	<p>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</p> <p><input type="checkbox"/> Retail Warehouse Permit for:</p> <p style="margin-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="margin-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> Wholesalers Branch House Permit</p> <p>Address of storage premise: _____</p> <p>City _____, County _____, Zip _____</p> <p>Attach a deed/ lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.</p>					
	CHANGE TRADE NAME OR CORPORATE NAME	<p>6. Change of Trade Name or Corporation Name</p> <p><input checked="" type="checkbox"/> Change of Trade name / DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="margin-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="margin-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="margin-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">Old Trade Name FORTUNE VALLEY HOTEL & CASINO</td> <td style="width: 50%; padding: 2px;">New Trade Name RESERVE CASINO HOTEL</td> </tr> <tr> <td style="padding: 2px;">Old Corporate Name</td> <td style="padding: 2px;">New Corporate Name</td> </tr> </table>		Old Trade Name FORTUNE VALLEY HOTEL & CASINO	New Trade Name RESERVE CASINO HOTEL	Old Corporate Name
Old Trade Name FORTUNE VALLEY HOTEL & CASINO		New Trade Name RESERVE CASINO HOTEL				
Old Corporate Name		New Corporate Name				
<p>7. Change of Location</p> <p>NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 12-47-311 (1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</p> <p>Date filed with Local Authority _____ Date of Hearing _____</p> <p>(a) Address of current premises _____</p> <p style="margin-left: 20px;">City _____ County _____ Zip _____</p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p style="margin-left: 20px;">Address _____</p> <p style="margin-left: 20px;">City _____ County _____ Zip _____</p> <p>(c) New mailing address if applicable.</p> <p style="margin-left: 20px;">Address _____</p> <p style="margin-left: 20px;">City _____ County _____ State _____ Zip _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p>						
CHANGE OF LOCATION						

ATTACHMENT TO DR 8177 – REPORT OF CHANGES

RE: LUNA GAMING CENTRAL CITY LLC dba RESERVE CASINO HOTEL

QUESTION #8: *List ALL officers, directors (corporation) or Managing Members (L.L.C.) Or General Partner(s). Each Officer, Director, Managing Member or Partner must fill out a DR8404-I (Individual History Record).*

QUESTION #9: *List all 10% (or more) Stockholders or 10% (or more) Members or 10% (or more) Limited Partners. Each person listed must fill out a DR8404-I (Individual History Record).*

Following are the structures of the two existing member entities; there are no changes to these entity structures:

LUNA GCC LLC

-50% member of Luna Gaming Central City LLC

NAME	HOME ADDRESS CITY & STATE	DOB	POSITION	% OWNED
LGCC Management Company	42875 Grand River Ave Ste 201 Novi MI 48375	N/A	Manager, Member	1%
Thomas Celani	2600 Turtle Lake Dr Bloomfield Hills MI 48302	12/30/1955	Member	99%

Note: Thomas Celani was previously qualified for this entity.

LGCC MANAGEMENT COMPANY

-Manager and 1% Member of Luna GCC LLC

NAME	HOME ADDRESS CITY & STATE	DOB	POSITION	% OWNED
Thomas Celani	2600 Turtle Lake Dr Bloomfield Hills MI 48302	12/30/1955	CEO, Pres, Treas, Director	100%
James D. Oegema	24342 Myrtle Ct Novi MI 48375	09/29/1972	Secretary	0%

Note: Thomas Celani and James D. Oegema were previously qualified for this entity.

Following are the structures of the two new member entities:

321 GREGORY STREET LLC

-40% Member of Luna Gaming Central City LLC

NAME	HOME ADDRESS CITY & STATE	DOB	POSITION	% OWNED
Edward A. St. John III	615 Garmisch St Aspen CO 81611 656 Severn Road Severna Park MD 21146	3/27/1964	Manager, Member	100%

Note: Edward A. St. John, III is being qualified for this entity.

M1 COLORADO LLC

-10% Member of Luna Gaming Central City LLC

NAME	HOME ADDRESS CITY & STATE	DOB	POSITION	% OWNED
Dean C. DiLullo	12394 W. Auburn Dr. Lakewood CO 80228	03/13/1964	Manager, Member	100%

Note: Dean DiLullo is being qualified for this entity.



AGENDA ITEM #8

CITY COUNCIL COMMUNICATION FORM

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

DATE: February 2, 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

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.

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

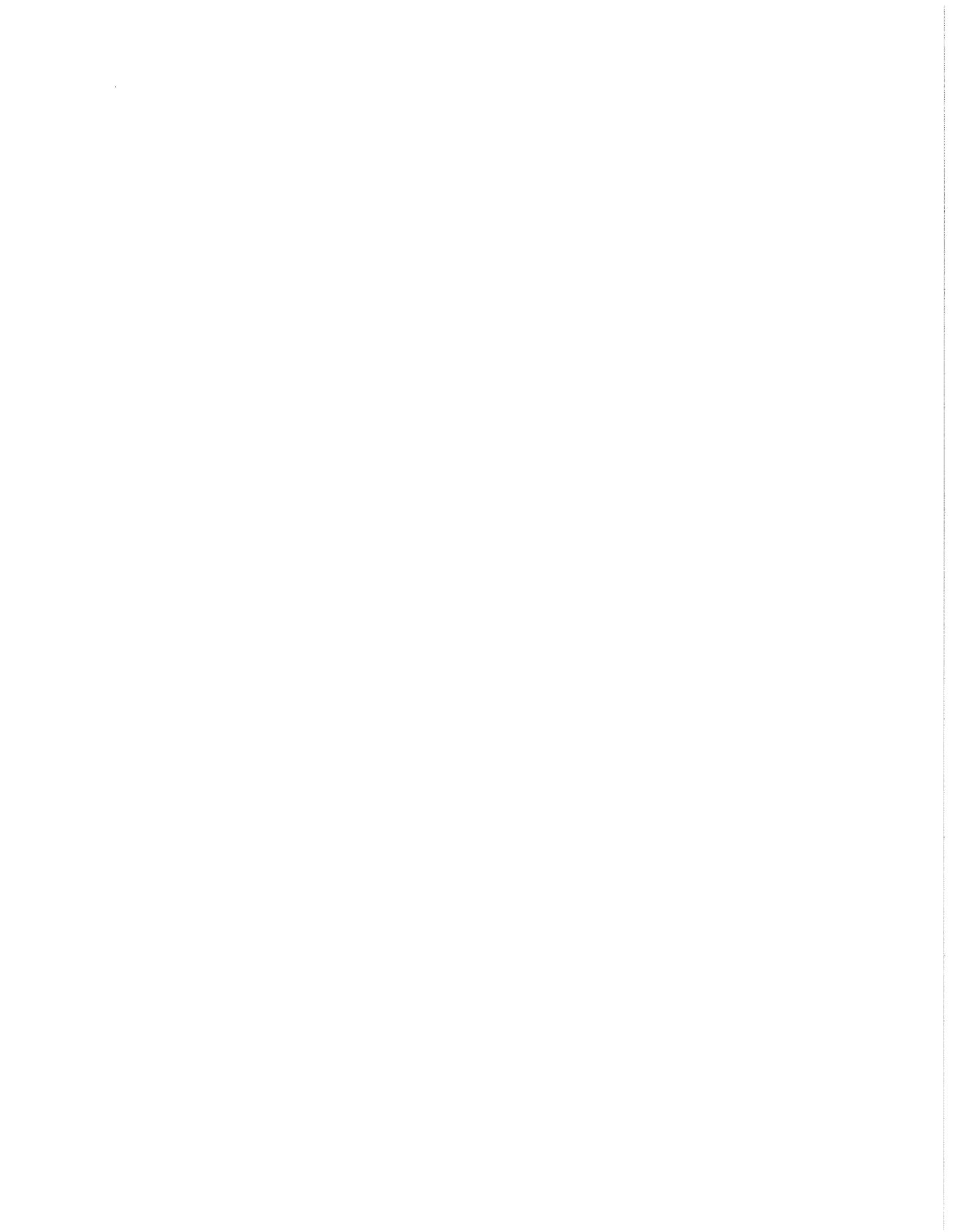
IV. **BACKGROUND INFORMATION:** Please see the attached Ordinance and Exhibit A, Equipment Lease Purchase Agreement for additional information.

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
2. Make a motion approving Ordinance 12-01 with revisions
3. Table this item



**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

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



AGENDA ITEM #9

CITY COUNCIL COMMUNICATION FORM

FROM: Shannon Flowers, Finance Director

DATE: January 26, 2012

ITEM: Central City Promise Program Request-Megan Spellman

NEXT STEP: Make a motion to award Megan Spellman with post-secondary educational tuition assistance in the amount of \$5,000.00

ORDINANCE
 MOTION
 INFORMATION

- I. **REQUEST OR ISSUE:** The Central City Promise Program was initiated by City Council to encourage high school graduates and G.E.D. recipients of Central City to make post-secondary education a priority. The Promise Program helps make it possible for Central City residents to attend a university, community college or trade school by providing assistance with the costs associated with attending one of these educational institutions.
- Megan Spellman has submitted all of the required information and paperwork (*please see attached*) and is requesting Promise Program funds in the amount of Five Thousand Dollars (\$5,000.00). This is Ms. Spellman's first request of the year and will put her at the maximum allowed annual disbursement for 2012. This is Ms. Spellman's final semester in college and this is therefore her last application request for the Central City Promise Program.
- II. **RECOMMENDED ACTION / NEXT STEP:** Make a motion to award Megan Spellman with post-secondary educational tuition assistance in the amount of \$5,000.00.
- III. **FISCAL IMPACTS:** The 2012 Budget has \$10,000 allocated for the Promise Program. Granting this request in full will leave this line item with a remaining budget of \$5,000. The City may receive more grant requests over the course of 2012.

IV. **BACKGROUND INFORMATION:** Please see the attached Application, Letter of Request and transcripts as provided by Megan Spellman.

V. **LEGAL ISSUES:**

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

VII. **SUMMARY AND ALTERNATIVES:**

1. Make a motion to award Megan Spellman with post-secondary educational tuition assistance in the amount of \$5,000.00.
2. Make a motion to award a lesser amount to Ms. Spellman.
3. Deny the tuition request.

January 15, 2012

City of Central
PO Box 249
Central City, CO 80427

To: Members of Central City Council

I wish to re-apply for the Central City Promise Scholarship for the current 2011-2012 school year, spring semester. I have completed the tuition application as it applies to me. I have enclosed a copy of my registration invoice for the fall semester, term C and the current 2012 spring semester, terms A., as well as a copy of my book receipts. I have also enclosed a copy of my grades for the 2011 fall term.

As I stated in my previous request, all of my core classes have been completed, and I have begun taking the courses required for my Business Management Degree. I have already learned so much about the world of business and I am convinced this degree is going to help me get the career I aspire. This last semester's courses will include Strategic Planning for Non-Profit Organizations, Public Administration, Principals of Finance in the Public Sector to name a few. I am anticipating a May 2012 graduation date with a Bachelor of Science Degree in Business Management with an emphasis in Non-Profit. This is exciting to me as I will have completed my four year college degree in two years. Again, with you help, this was possible. Thank you!!

I truly appreciate your financial support as I go through the journey of earning my degree. With your support, I will have career opportunities that would have otherwise not have been possible. I plan to continue working hard and striving to perform to the highest standard when it comes to my education. Again, thank you for supporting my education.

Please let me know if you have any other questions or need additional information. Thank you so much in advance for helping with the financial aspect of my college education.

Sincerely,

A handwritten signature in cursive script that reads "Megan Spellman". The signature is written in black ink and is positioned above the printed name.

Megan Spellman



AFFIDAVIT OF RESIDENCY

I, Megan Spellman, either currently own/rent a residence in the City of Central or have in the past owned/rented a residence in the City of Central.

The property address is/was 330 East First High and, I hereby attest to the fact that Megan Spellman resided at this property while attending the
(Name of Applicant)

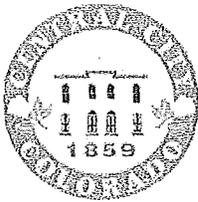
following years of kindergarten through twelfth (12th) grade: pre-k - 12th
(list grades attended as a resident)

I hereby certify that the information provided in this application and all accompanying documents is true and correct to the best of my knowledge.

Signature: Megan Spellman Date: 1/13/12

Printed Name: Megan Spellman

Applicant Signature: Megan Spellman Date: 1/13/12



**CENTRAL CITY PROMISE PROGRAM SCHOLARSHIP
APPLICATION**

First Application _____

Continuing Application

X

Name

Megan Spellman

Physical Address

330 East First High St. Central City

Mailing Address

PO Box 746 Central City, CO 80427

Phone

303-981-9703

Birth Date

3/20/92

High School Graduation Date/G.E.D.

JUNE 2010

Grades during which you were a resident of Central City

A's

Name of Post Secondary Institution

Colorado State University - Global

Address of Institution

8000 E. Maplewood Ave #5 Suite 250
Greenwood Village, Co 80111

Total Funds Requested

\$ 5,000

ATTN:
Student Accounts
Student ID#

121348

REQUIRED INFORMATION TO BE SUBMITTED WITH APPLICATION:

1. Provide a copy of your high school diploma or G.E.D. certificate
2. Provide proof of residency within City to establish award percentage. Proof can be transcripts from schools attended and/or an affidavit from the property owner. (Affidavit attached)
3. Provide one (1) letter of recommendation from a teacher or school administrator
4. Provide one (1) letter of recommendation from a community member or someone not affiliated with the school
5. Provide a letter introducing yourself to City Council. Describe your participation in school and in the community, any special honors or awards received, what you hope to

do in the future and any other information that you think the City Council may want to know about you.

6. Include a copy of your acceptance letter to you post-secondary educational institution.

For Continuing Applicants

7. A copy of your class schedule-ONLY required if you have already registered for classes
8. Provide a copy of post-secondary education transcript that shows a GPA of 2.5 or higher
9. Provide a letter to City Council requesting to continue your scholarship and briefly describe how your post-secondary education is progressing.

I hereby certify that the information provided in this application and all accompanying documents is true and correct to the best of my knowledge.

Signature:

Megan Pellman

Date:

1/13/12

I hereby authorize the faculty and staff of CSU-Global to release information regarding my academic performance to the City Manager, City of Central.

Student's Signature:

Megan Pellman

Date:

1/13/12

Guardian's Signature:

Pellman

Date:

1-13-12

Receipt

[Need a refund for an item?](#)

Order: BR-E68038160 (01-02-2012)

Billing Information

Megan Spellman
 PO Box 746
 Central City, CO 80427
 Visa: xxxxxxxxxxxx-2485 (8/2012)

Shipping Information

Megan Spellman
 PO Box 746
 Central City, CO 80427

Status	Title	Type / ISBN	Price
	Processing Supply Management	60 Day Rental 9780073381459	\$50.94
	Processing Cengage Advantage Books: This is PR: The Realities of Pub...	60 Day Rental 9780495568827	\$16.95
	Processing Operations Management (10th Edition)	60 Day Rental 9780136119418	\$74.80
	Processing Cengage Advantage Books: Looking Out, Looking In	60 Day Rental 9780495898177	\$20.62
	Processing Selling Today (11th Edition)	60 Day Rental 9780132079952	\$36.27
	Subtotal:		\$199.58
	Tax:		\$5.79
	(Standard) Shipping:		\$5.99
	TXTBKCOUPJAN (2 Rentals 5% Off Or 4 Rentals 10% Off):		-\$19.96
	(Free Standard Shipping):		-\$5.99
	Total:		\$185.41



My Home Page

Hello Megan! Logout | Help

Go to Class

My Program Info

0 Holds 0 Alerts 0 Appointments

December 24, 2011

- Registration
- Academics
- My Finances
- Account Information
- Pay My Tuition
- Financial Aid
- Military/VA Benefits
- My Documents
- My Profile

Account Information

Megan Spellman

Select Enrollment **10/25/2010 Business Management (2010)**

Your balance for the selected enrollment is **\$4,632.00**

You have 1 payments past due totaling \$2,691.00 Pay Now

Your next payment of \$2,691.00 is due on 10/31/2011.

[Account Details](#) [Payment Schedule](#) [Make a Payment](#) [Registration Bill](#)

Account Details

Date	Transaction Details	Check#/Ref	Amount	Balance
10/28/2011	Tuition	Auto - 102811	\$2,691.00	\$2,691.00
11/11/2011	Outside Scholarship 2011-12	61693/FA 3341	(\$750.00)	\$1,941.00
12/22/2011	Tuition	PENDING	\$2,691.00	\$4,632.00

Go to page: page 3 of 3 [prev](#)

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- Email My Advisor

Contact Info

Financial Services
Tel: 1-800-920-6723
Opt.2
Email



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January 16, 2012

[My Home Page](#)

[My Program Info](#)

[0 Holds](#) [0 Alerts](#) [0 Appointments](#)

- [Registration](#)
- [Academics](#)
- [My Program Info](#)
- [My Class Schedule](#)
- [My Grades](#)
- [Virtual Library](#)
- [My Finances](#)
- [My Documents](#)
- [My Profile](#)

My Grades

Here you can view all grades that have been posted for courses you have completed

View by Enrollment

10/25/2010 Business Management (2010) ▾

Filter Grades by Term

Fall 2011 8 Week Session C ▾

Grades

Course Title	Course Start/End Date	Credits Attempted	Credits Earned	Numeric Grade	Letter Grade
Public Policy and Strategy	10/31/11 to 12/26/11	3.0	3.0		A
Quantitative Business Analysis	10/31/11 to 12/26/11	3.0	3.0		A
Analyzing Financial Statements	10/31/11 to 12/26/11	3.0	3.0		A

Term GPA 4.00

Enrollment Cum. GPA 3.96

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January 16, 2012

My Home Page

My Program Info

0 Holds 0 Alerts 0 Appointments

- Registration
- Academics
- My Program Info
- My Class Schedule
- My Grades
- Acad Library
- My Finances
- My Documents
- My Profile

My Grades

Here you can view all grades that have been posted for courses you have completed

View by Enrollment 10/25/2010 Business Management (2010)

Filter Grades by Term Fall 2011 8 Week Session B

Grades

Course Title	Course Start/End Date	Credits Attempted	Credits Earned	Numeric Grade	Letter Grade
Business Policy and Strategy	9/5/11 to 10/30/11	3.0	3.0		A
Marketing Strateov Development	9/5/11 to 10/30/11	3.0	3.0		A
Managerial Economics	9/5/11 to 10/30/11	3.0	3.0		A
Term GPA	4.00	Enrollment Cum. GPA		3.94	

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- My Next Steps
- Academic Advisors
- Tel: 1-800-920-6723
- Out: 3
- Email

Monday, 13 Jan 2012

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AGENDA ITEM # 10

CITY COUNCIL COMMUNICATION FORM

FROM: Linda Michow, City Attorney

DATE: February 2, 2012

ITEM: Resolution No. 12-02

NEXT STEP: Amend Agreement with Colorado Coach Transportation LLC

ORDINANCE
 MOTION
 INFORMATION

- I. **REQUEST OR ISSUE:** The City Council is asked to consider approval of Resolution No. 12-02 to approve a Settlement Agreement and Release among the City, Colorado Coach Transportation, LLC and Ruby Elaine Culpepper. As Council is aware, Ms. Culpepper filed a complaint in federal district court against the City and Colorado Coach Transportation, LLC ("CCT") alleging that the City and CCT violated the Americans with Disabilities Act ("ADA") and that CCT also violated the Colorado Anti-Discrimination Act by not providing a wheelchair accessible shuttle on two separate occasions in April, 2011. The agreement between the City and CCT for shuttle services requires CCT to comply the ADA. Without admitting any liability or wrongdoing, the City, by and through CIRSA appointed counsel, has been successful in negotiating a settlement among the parties. The proposed settlement provides for monetary payments (as explained in Section III, Fiscal Impacts)
- II. **RECOMMENDED ACTION / NEXT STEP:** Approve the Settlement Agreement via approval of Resolution No. 12-02.
- III. **FISCAL IMPACTS:** The Settlement Agreement and Release provides for payment of \$2,000.00 directly to Ms. Culpepper along with reimbursement of Ms. Culpepper's attorneys fees in the negotiated amount of \$17,302.00. It is anticipated that the City will pay the attorneys fees upfront, with reimbursement from CCT through discounted invoices for the shuttle service spread over the remainder of the year. This arrangement will require a written amendment to the agreement between the City and CCT to be negotiated and

signed by the City Manager (with assistance from the City Attorney) as authorized by the Resolution.

IV. LEGAL ISSUES: By approving the attached Settlement Agreement, the City will avoid the expense of litigation. The City is authorized to enter into such an Agreement under its general corporate powers.

V. CONFLICTS OR ENVIRONMENTAL ISSUES: N/A

VI. SUMMARY AND ALTERNATIVES: City Council has the following options:

- (1) Adopt Resolution No. 12-02;
- (2) Direct staff to make revisions to the Settlement Agreement and schedule consideration of the Resolution on a future City Council agenda; or
- (3) Reject or deny the Settlement Agreement and thus determine that the litigation should proceed.

**CITY OF CENTRAL, COLORADO
RESOLUTION NO. 12-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CENTRAL, COLORADO APPROVING A SETTLEMENT AGREEMENT
AND RELEASE BY AND BETWEEN CENTRAL CITY, RUBY ELAINE
CULPEPPER AND COLORADO COACH TRANSPORTATION, LLC**

WHEREAS, the City of Central, Colorado entered into a contract with Colorado Coach Transportation, LLC ("CCT") to provide a complementary fixed route bus transportation ("Shuttle") to the general public; and

WHEREAS, the City has been offering the Shuttle service through CCT since December 28, 2010; and

WHEREAS, a user of the Shuttle, Ruby Elaine Culpepper ("Plaintiff"), filed a complaint against the City and CCT in the United States District Court for the District of Colorado (the "Lawsuit"), alleging among other claims that the City and CCT violated the Americans with Disabilities Act ("ADA"); and

WHEREAS, the City desires to resolve the Lawsuit solely for the purpose of avoiding the expense, inconvenience, distraction and delay of the Lawsuit, without admitting any wrongdoing or liability whatsoever; and

WHEREAS, the City, CCT and the Plaintiff agree to the terms set forth in the attached Settlement Agreement and Release.

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

Section 1. The City Council hereby approves the Settlement Agreement and Release ("Settlement Agreement"), attached hereto and incorporated herein as **Exhibit A**, and authorizes the Mayor and City Manager to carry out the obligations of the City set forth therein.

Section 2. The City Council further authorizes and directs the City Manager to negotiate and execute an amendment to the agreement with CCT to include a reduction in compensation to CCT for the remaining term of the agreement to reimburse the City for attorneys fees paid under the terms of the Settlement Agreement.

Section 3. **Effective Date.** This Resolution shall take effect upon adoption.

ADOPTED THIS 7th DAY OF February, 2012.

CITY OF CENTRAL, COLORADO

By: _____
Ronald E. Engels, Mayor

ATTEST:

APPROVED TO FORM:

By: _____
Reba Bechtel, City Clerk

By: _____
Linda C. Michow, City Attorney

EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”), which is effective as of February 7, 2012, is entered into between Plaintiff Ruby Elaine Culpepper (“Plaintiff”) on the one hand, and the City of Central, Colorado (“Central City”) and Colorado Coach Transportation, LLC (“CCT”) on the other (collectively “Defendants”).

RECITALS

A. Plaintiff claims that she is an individual with a disability that requires her to use a motorized scooter for mobility.

B. Defendant Central City is a public entity as defined under the ADA.

C. Defendant CCT is a private entity that provides vehicles for transportation of the public and operates certain public transportation services.

D. Defendants have entered into a contract for the purposes of operating the CCFR service.

E. The CCFR service is a fixed route Shuttle service that provides transportation to the public at scheduled times along a prescribed route in the towns of Central City, Colorado and Blackhawk, Colorado.

F. Plaintiff has visited Central City, Colorado and Black Hawk, Colorado and has attempted to use the CCFR service. Plaintiff intends to visit these towns in the future and asserts that she will use the CCFR service if it is operated in compliance with this Agreement.

G. On or about August 23, 2011, Plaintiff filed an action against Defendants in the United States District Court for the District of Colorado, Civil Action No. 11-cv-02204-MSK-MJW (the “Lawsuit”), in which she alleges that Defendants violated the Americans with Disabilities Act (“ADA”) and that Defendant CCT also violated the Colorado Anti-Discrimination Act (“CADA”) by discriminating against individuals who use wheelchairs in Defendants’ operation of the Central City Free Ride (“CCFR”).

H. Prior to filing the lawsuit, Plaintiff submitted an administrative complaint to the Federal Transportation Administration regarding the wheelchair accessibility of the CCFR.

I. Defendants have denied and continue to deny any and all liability or wrongdoing to Plaintiff. By entering into this Agreement, Defendants do not admit any impropriety, wrongdoing or liability of any kind whatsoever, including any as to the claims raised in the Lawsuit, and on the contrary, expressly deny the same. Defendants have entered into this Agreement solely for the purpose of avoiding the expense, inconvenience, distraction and delay of the Lawsuit, without admitting any wrongdoing or liability whatsoever.

J. The Parties have entered into this Agreement as a compromise of disputed claims.

DEFINITIONS

Any term not defined in this Agreement that relates to the provision of transportation services for individuals with disabilities shall have the meaning set forth in the ADA and its implementing regulations. As used in this Agreement the following terms have the meanings set forth in this Section:

- A. "Accessible" shall have the meaning ascribed thereto in 49 C.F.R. § 37.3.
- B. "CCFR" shall mean Central City Free Ride, or, if Defendants operate this service under a different name/s, the name/s under which the service operates.
- C. "Parties" shall refer to Plaintiff and both Defendants collectively.
- D. "Party" shall refer to any single Plaintiff or Defendant.
- E. "Shuttle" shall mean any motorized vehicle Defendants utilize in the operation of the CCFR for the transportation of passengers.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. Release and Discharge from Plaintiff. In consideration of the good and adequate consideration provided for herein, the sufficiency of which is hereby acknowledged and confessed, Plaintiff does hereby for herself, her administrators, predecessors, successors, assigns, agents, servants, and all other persons, firms, corporations, associations or partnerships and any and all other parties claiming through or under her, unequivocally and without reservation, release, acquit, and forever discharge Defendants and their employees, assigns, agents, predecessors, personal representatives, heirs, successors, servants, administrators, attorneys, subsidiaries, obligees and all other persons, firms, corporations, associations and partnerships of and from any and all liability, actions, causes of action, claims, demands, damages, costs, loss of services, loss of properties, expenses, compensation and any and all consequential damages or injuries, that Plaintiff now has, or which may hereafter arise, be discovered or accrue, known or unknown, contingent or liquidated, suspected or unsuspected, which were or could have been asserted in the Lawsuit, including but not limited to claims under the Americans with Disabilities Act and/or the Colorado Anti-Discrimination Act, [including claims for attorney's fees] any other federal, state statute or common law, and any other claims arising out of Ms. Culpepper's use of or attempts to utilize the CCFR up through and including the date of Plaintiff's signature to this Agreement.

2. Representations Relating to Plaintiff's Release. The Plaintiff hereby acknowledges and agrees that the release set forth above in paragraph 1 is a GENERAL RELEASE, and that she further expressly waives any and all claims for damages which exist as

of this date, but of which she does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect her decision to enter into this Agreement. Plaintiff further agrees that she has accepted the benefit of the consideration called for herein as a complete compromise of matters involving disputed issues of law and fact, and she assumes the risk that the facts or law may be otherwise than she believes. It is understood and agreed that this settlement is a compromise of a disputed claim, and the consideration provided for herein is not to be construed as an admission of liability on the part of Defendants, by whom liability is expressly denied.

3. Shuttle Service Operation. In consideration for Plaintiff's release of claims and other promises, Defendants agree to utilize only ADA Accessible Shuttles in the operation of the CCFR at all times during the regular hours of operation, in compliance with all applicable provisions of 49 C.F.R., Subtitle A, Part 37 (hereinafter "Part 37") ("Transportation Services for Individuals with Disabilities (ADA)") and 49 C.F.R., Subtitle A, Part 38 (hereinafter "Part 38") ("Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles"). In the event Central City enters into any additional or different agreements with any private or public transportation provider for the CCFR operation, Central City agrees that any subsequent provider of the CCFR operation must comply with this paragraph.

4. Payment to Plaintiff. As further consideration, Defendants shall tender to Plaintiff a total of Two Thousand Dollars (\$2,000.00) ("Settlement Funds") via check made payable to Ruby Elaine Culpepper, which check shall be delivered to Plaintiff's attorney of record within five (5) days of execution of this Agreement.

5. Dismissal of Actions. In consideration of the releases set forth in this Agreement and the other good and adequate consideration provided for herein, the sufficiency of which is hereby acknowledged and confessed, Plaintiff agrees to file a motion for the voluntary dismissal of the Lawsuit with prejudice upon a) Plaintiff's attorney's receipt of the settlement amount and b) resolution of Plaintiff's request for attorneys fees and costs, including full payment of those attorneys fees and costs. The motion will indicate that the parties have resolved claims for attorneys fees and costs between Plaintiff and Defendants and vice versa. The motion, however, shall not be deemed a releases or waiver of claims between Central City and CCT.

6. Warranty of Capacity to Execute Agreement. Plaintiff represents and warrants that no other person or entity has or has had any interest to the claims, demands, obligations, or causes of action referred to in this Agreement, and that Plaintiff has the sole right and exclusive authority to execute this Agreement, and that she has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action released or referred to in this Agreement. In the event a third party seeks to assert claims under a transferred or subrogated interest, Plaintiff will defend and hold harmless Defendants and their employees and agents for any such claims.

7. Attorneys Fees. Defendants shall tender to Plaintiff a total of \$17,302.00 via check made payable to Colorado Cross-Disability Coalition, which check shall be delivered to Plaintiff's attorney of record within five (5) days of execution of this Agreement.

8. Entire Agreement and Successors in Interest. This Agreement contains the entire agreement between the Parties, and the terms of this Agreement are contractual and not a mere recital. This Agreement shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, devisees, agents, employees, officers, directors, trustees, conservators, guardians, beneficiaries, heirs, successors and assigns of each Party.

9. No Admission of Liability. It is understood and agreed that this Agreement is a compromise of disputed claims, and that consideration thereon is not to be construed as an admission of liability on the part of Defendants or their employees and agents, all of whom expressly deny liability.

10. Mistake. The Parties expressly assume all risks that this Agreement was a result of any mistake of any kind, waiving all claims or defenses based upon the doctrine of mistake. This Agreement shall act as an accord and satisfaction with respect to the Parties and all claims designated herein.

11. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

12. Headings. The headings of the various paragraphs contained herein are for convenience of reference only and shall not affect the meaning or construction of any of the provisions of this Agreement.

13. Enforcement. If any party believes that another party has violated the terms of this Agreement, the non-breaching party may commence an action in Gilpin County District Court. The prevailing party in any such action will be entitled to its reasonable costs and attorneys fees, in addition to actual damages and an injunction, where applicable. As a condition precedent to filing such an action, the non-breaching party shall provide notice to the breaching party in order to cure any breach of this Agreement. The breaching party shall have ten (10) days to rectify any alleged breach of this Agreement. If not cured, the non-breaching party may then commence suit under this paragraph. This remedy will not preclude Plaintiff from seeking relief under the ADA or the CADA for future conduct of the Defendants.

14. Communication to the Parties. Any notifications or communications required or permitted to be given to any party under this Agreement shall be given in writing by depositing it in the U.S. Mail, and via e-mail, addressed as follows:

To Defendant Central City:

Josh A. Marks
Berg Hill Greenleaf & Ruscitti, LLP
1712 Pearl Street
Boulder, Colorado 80302
jam@bhgrlaw.com

Linda C. Michow
Widner, Michow & Cox, LLP
13133 East Arapahoe Road, Suite 100
Centennial, CO 80112
lmichow@wmcattorneys.com

To Defendant CCT:

Charles Kimball
Kimball & Nespor, P.C.
5400 Ward Road
Bldg. 3, Suite 150
Arvada, Colorado 80002
knpc@qwestoffice.net

To Plaintiffs:

Kevin W. Williams
Andrew C. Montoya
Colorado Cross-Disability Coalition
655 Broadway, Suite 775
Denver, Colorado 80202
kwilliams@ccdonline.org
amontoya@ccdonline.org

If any of the above addresses change, it is the responsibility of the Party whose address is changing to give written notice of said change to all other Parties within thirty (30) business days following the effective date of said change.

15. Construction of Agreement. Except to the extent modified herein, this entire Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado. Further, the language of this Agreement shall be construed as a whole, according to its intent, and not strictly for or against any of the Parties, regardless of who drafted or was primarily responsible for drafting any of the language in this Agreement. The Parties have been given the opportunity to object to, request modification of, or reject any clause or provision herein to which they do not agree. Should any court find any provision in this Agreement to be ambiguous, then such provision shall be determined in accordance with the Parties' express intention that this Agreement be construed in the broadest possible manner, in accordance with the Parties' express intention that all disputes asserted by Plaintiff against Defendants and/or their employees and agents in the Lawsuit be forever resolved.

16. Representation of Comprehension of Document. In entering into this Agreement, the Parties each represent that they have relied upon the legal advice of their own respective attorneys, who were the attorneys of their own choice, and that the terms of the Agreement have been completely read and explained to them by their respective attorneys, and that the terms are fully understood and voluntarily accepted by them, and that they have signed the Agreement as

their own free acts. Except as provided for herein, the Parties have not relied upon any statements or representations made by any other Party or by any of their agents, attorneys, employees or other persons representing her in the course of negotiating this Agreement.

17. Additional Documents. The Parties have agreed to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the terms of this Agreement, including filing any stipulated or voluntary motion to dismiss the Lawsuit and the FTA Complaint with prejudice.

18. Facsimile. Signatures hereunder received by facsimile with proof of receipt shall be deemed to represent originals. In addition to facsimile signatures, the Parties hereby agree to provide original signatures upon request.

19. Execution of Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument.

20. Term of Agreement. This Agreement shall be effective for a term of one year from the date of Plaintiffs' signature hereto. The Obligations contained in paragraph 3 shall also terminate in the event that the CCFR operation ceases before the one year term of this Agreement.

CITY OF CENTRAL, COLORADO

COLORADO COACH TRANSPORTATION, LLC

By: _____
RONALD E. ENGELS, Mayor

By: _____

Its: _____

Date: _____

Date: _____

ATTEST:

By: _____
REBA BECHTEL, City Clerk

RUBY ELAINE CULPEPPER

Date: _____

APPROVAL AS TO FORM:

BERG HILL GREENLEAF & RUSCITTI, LLP

KIMBALL & NESPOR, P.C.

Josh A. Marks
Berg Hill Greenleaf & Ruscitti, LLP
1712 Pearl Street
Boulder, CO 80302
jam@bhgrlaw.com

Charles Kimball
Kimball & Nespor, P.C.
5400 Ward Road, Bldg 3, Suite 150
Denver, CO 80202
knpc@qwestoffice.net

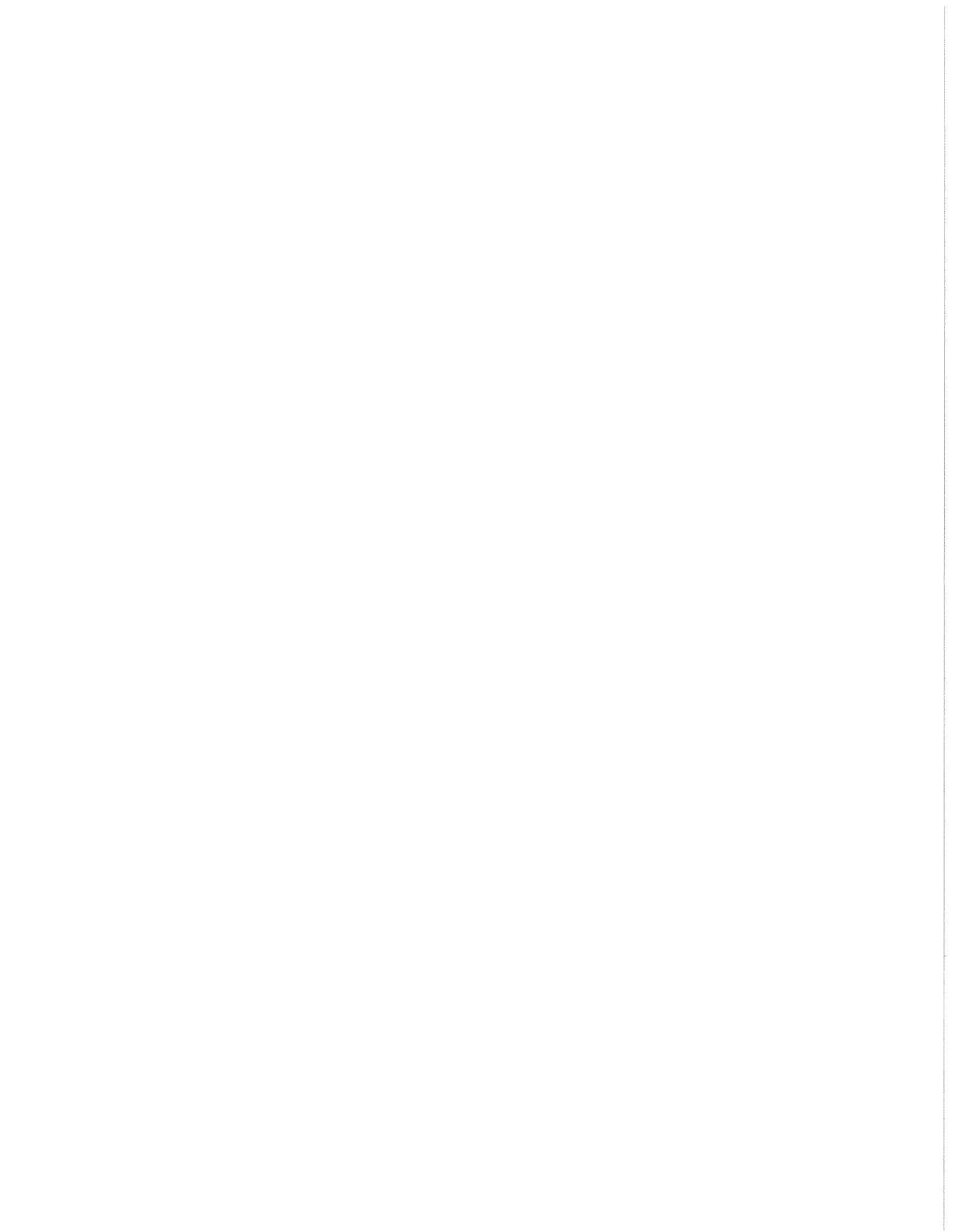
COLORADO CROSS-DISABILITY COALITION LEGAL PROGRAM

Kevin W. Williams
Andrew C. Montoya
655 Broadway, Suite 775
Denver, CO 80203
kwilliams@ccdconline.org
amontoya@ccdconline.org

DATE: February 1, 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 Friday January 13, 2012 through Wednesday February 1, 2012. I will be in the office 8 a.m. to 5:00 p.m. Monday through Friday. The Finance Clerk will be in the office Monday and Friday from 8:00 a.m. to 4:30 p.m. and Tuesday and Thursday from 8:00 a.m. to 12:00 p.m..

- Completed December Bank Reconciliation
- Prepared and filed all Forms W-2
- Prepared and filed all Forms 1099MISC
- Prepared and filed 4th Qtr 941 form and reconciled to Forms W-2
- Met with City Manager and Planning Director on possible development ideas
- Prepared financial analysis for ideas related to meeting with City Manager and Planning Director
- Prepared and filed new employee paperwork for new PW employee and new Police Officer
- Attended personnel pre-termination hearing and worked with City Attorney on same
- Accepted web design proposal and met with company and City Clerk to gather information and goals of new website
- Reconciled Employee accounts Receivable
- Met with Central City Opera regarding 2012 events
- Met with Historical Society regarding 2012 events
- 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: February 7, 2012

Re: Bi-weekly Report

- Council minutes from January 17 completed
- Packet prep for the February 7 meeting
- HPC packet prep for February 8
- Ongoing: Business license: Processing new applications
Contractor license: Processing new application
Records room work

Memo

To: Mayor, City Council and City Manager

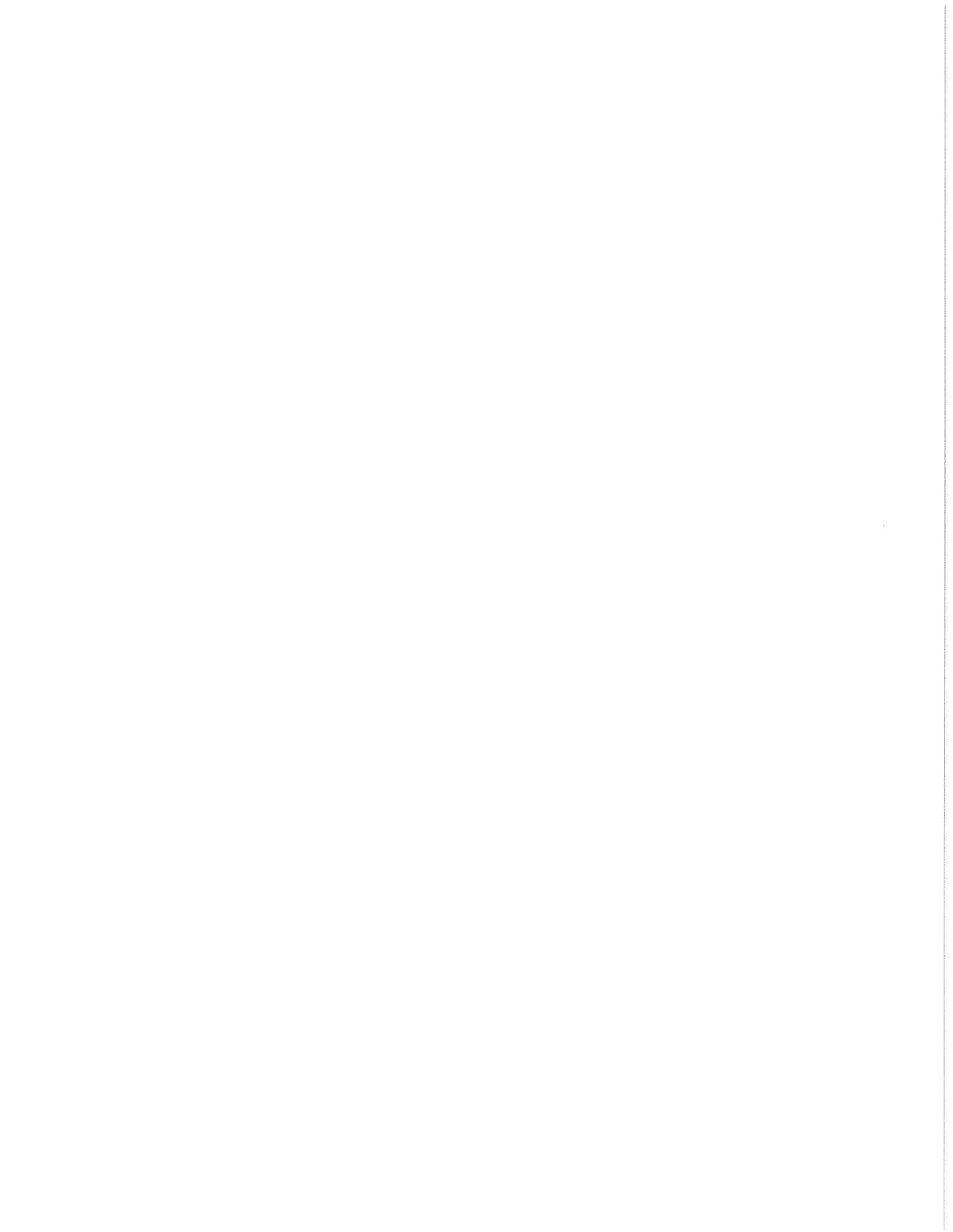
From: Greg Thompson, Community Development Director *GT*

Subject: Community Development Department Bi-Weekly summary

Date: February 7, 2012

The Community Development Department/Historic Preservation Office took the following actions and participated in the following events since the last summary was created:

1. Responded to an attorney request by researching the width of Eureka Street by the Thomas House Museum.
2. Met with the Operations Director and two firms interested in becoming Central City's oncall engineer.
3. Discussed the Central City Days celebration with Heather Quiroga, the Central City Opera marketing guru. It's scheduled for July 14 this summer.
4. Met with City Manager, Finance Director, and potential development group to discuss development finance options.
5. Was appointed to Gilpin County Recreation Board.
6. Met with City Clerk and Finance Director to discuss updating the website.
7. Took pictures of buildings in the City to be used on the website. Really a fun way to appreciate the community and building details.
8. Attended a meeting at the Gilpin County Recreation Center with their director and staff. Took an impromptu tour of the facility.
9. Attended a Gilpin County Historical Society event at the Stroehle House in Black Hawk. Met a number of community members. Enjoyed Dostal Alley's contribution.
10. Toured the Century parking garage in the early evening on a Saturday night. It was relatively full at 5:15, except for the top level.
11. Attended the Saving Places conference in Denver.
12. Met on-site with the Reserve personnel to discuss and view their window lights.
13. Met with Johnnie Z's personnel to discuss the possibility of a surface parking lot adjacent to the post office.
14. Responded to a variety of community members inquiries and discussed their hopes, dreams and plans.





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

February 2012

Upcoming Events

- ◆ None for the month of February

Special points of interest:

- ◆ The Public Works Department is pleased to welcome Joe Braccio to the City. Joe's first day was the 23rd of January and already he is making a big difference.
- ◆ Public Works is looking for qualified applicants to fill the position of Municipal Service Worker II. Advertisements for the position are due by the 15th of February.

Personal Message:

I hope to have a community meeting later this month to better understand the issues facing the residents of the community. In addition we will be looking for projects we can complete during the spring and summer. This will also be a good time to introduce the Spring Cleanup Program and how we can make that day more of a Community Cleanup Day.

PUBLIC WORKS DEPARTMENT

Work Smarter Not Harder...

The Public Works department has received the new Street Sweeper and the 3500HD pickup truck. We are all excited to get them into action, thank you for approving the purchase.



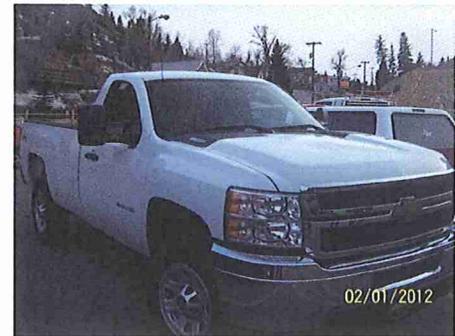
Public Works is beginning to focus on smaller projects that we can complete with minimal expense. These projects include assessing signage, lighting, and painting projects that can be completed in the upcoming months.

With a new Street/Facilities Supervisor we are focusing on Safety First and beginning regular safety meetings, encouraging training, and building checklists to ensure compliance with our department goals.

The cracksealing on the Parkway has been completed. Thanks to A-1 Chipseal for the work as the cracksealing was overdue.

Ennovate will be beginning the retrofit later in the month. Staff will be completing walkthroughs and coordination to help facilitate the activities.

We had a meeting on February 2, 2012 with Black and Veatch to kick off our Water



Master Plan. Shawn will be instrumental with this process as we begin to put our system back in working order. We will begin mapping our system this month using the GIS system and providing the data to B&V to help with the modeling.

Royce McClain has been at training during the beginning of the month in preparation for his Class C Water Certificate test later in the month.

John Combs has recently been certified to become our field tester for employ random testing. This will allow the department to save time and money when testing is required instead of driving down the hill to the lab.

We have many projects already on the books for the upcoming months and will continue to look for ways to improve the City by self performing and looking at cost saving alternatives.

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

MEMORANDUM

DATE: 26 January 2012
TO: Alan Lanning / City Manager
FROM: Gary Allen / Fire Chief
RE: **Activity Report**

The Fire Department has responded to 428 incidents as of 31 December, 2011 with 52 incidents being out of city, and of those 32 incidents were for Mutual Aid to other agencies. The department has responded to incidents as of 26 January 2012 with incidents being out of city, and of those incidents were for Mutual Aid to other agencies. Following are the activities the department responded to and conducted for this reporting period.

Friday 16 December, 2011 - 18:16 PM / MVA

Monday 19 December, 2011 - 19:30 PM / Fire Alarm

Monday 19 December, 2011 - 22:26 PM / Mutual Aid – BHFD

Tuesday 20 December, 2011 - 01:25 AM / MVA – received Mutual Aid CCFA

Tuesday 20 December, 2011 - 16:10 PM / Medical

Wednesday 21 December, 2011 - 19:46 PM / Mutual Aid BHFD

Monday 26 December, 2011 - 01:40 AM / Haz-Mat fuel spill

Monday 26 December, 2011 - 15:33 PM / Medical

Monday 26 December, 2011 - 19:09 PM / Fire Alarm

Tuesday 27 December, 2011 - 17:11 PM / Medical

Wednesday 28 December, 2011 - 07:28 AM / Fire Alarm

Wednesday 28 December, 2011 - 14:15 PM / Mutual Aid BHFD

Thursday 29 December, 2011 - 08:22 AM / Medical

Thursday 29 December, 2011 - 21:14 PM / Medical

Friday 30 December, 2011 - 09:51 AM / Fire Alarm

Friday 30 December, 2011 - 16:17 PM / MVA

Friday 30 December, 2011 - 21:35 PM / Medical

Saturday 31 December, 2011 - 09:36 AM / MVA

Sunday 1 January, 2012 - 09:11 AM / Medical

Sunday 1 January, 2012 - 19:38 PM / Medical

Monday 2 January, 2012 - 13:23 PM / MVA

Monday 2 January, 2012 - 18:14 PM / Medical

Monday 2 January, 2012 - 20:35 PM / Medical

Wednesday 4 January, 2012 - 18:01 PM / Medical

Thursday 5 January, 2012 - 11:52 AM / Fire Alarm

*Saturday 7 January, 2012 - 17:26 PM / Structure Fire

*Sunday 8 January, 2012 - 14:17 PM / MVA

Monday 9 January, 2012 - 14:02 PM / Medical

Wednesday 11 January, 2012 - 07:55 AM / Medical

Wednesday 11 January, 2012 - 17:39 PM / Fire Alarm

Wednesday 11 January, 2012 - 20:26 PM / Fire Alarm

Wednesday 11 January, 2012 - 23:43 PM / Fire Alarm

Friday 13 January, 2012 - 23:27 PM / Medical

*Saturday 14 January, 2012 - 14:57 PM / Medical

Saturday 14 January, 2012 - 16:54 PM / Medical

Saturday 14 January, 2012 - 20:13 PM / Fire Alarm

Saturday 14 January, 2012 - 21:57 PM / Medical

Monday 16 January, 2012 - 17:06 PM / Fire Alarm

Tuesday 17 January, 2012 - 10:32 AM / Medical

Thursday 19 January, 2012 - 16:33 PM / Medical

Thursday 19 January, 2012 - 19:39 PM / Fire Alarm

*Thursday 19 January, 2012 - 21:37 PM / Medical

Sunday 22 January, 2012 - 00:46 AM / Medical

Sunday 22 January, 2012 - 03:01 AM / MVA

*Sunday 22 January, 2012 - 14:17 PM / ATV/MVA

Tuesday 24 January, 2012 - 01:32 AM / Fire Alarm

I attended an S-200 class at South Metro Fire for continuing education on 15 & 16 December for my ICT4 Incident Commander certification. Myself, Phil Headrick and Anthony Cole attended the winter Wildland Academy in Greeley 7 January through 13 January. Myself and Captain Headrick is acquiring our ICT3 and Captain Cole was taking some Squad Boss classes. We conducted our monthly truck and station maintenance at station 1 this period. We conducted our yearly service dinner and the membership voted Wayne Butler as Firefighter of the year for 2011. We conducted our regular department training on FF1 and FF2 JPR's, our regular monthly joint Medical training with Timberline Fire and St. Anthony's hospital.

I attended the Gilpin County Commissioners meeting on the new open burning ordinance for all of Gilpin County that became law by the state. Myself and a couple other Firefighters attended the open house at the new St. Anthony Pre-Hospital training facility in Lakewood. Myself and Captain Phil Headrick attended the Jeffco Wildland Cooperators meeting in Golden. And I attended a County Emergency Services meeting in Black Hawk which included all Fire Chiefs, State and Federal District Forester's, Police Chiefs and Sheriff and department heads within Gilpin County that conducts some faction of emergency service within the county. I also attended the Public Safety Committee meeting in Idaho Springs with Clear Creek department heads.