

**CITY OF CENTRAL, COLORADO**  
NOTICE OF A REGULAR MEETING of the CITY COUNCIL to be held on  
**Tuesday, March 20, 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 February 23, March 1, 8, and 15;  
February Monthly Report; and  
City Council minutes: February 21, 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. Renewal of CC Tollgate LLC dba Century Casino for a Hotel & Restaurant Liquor License at 102 Main Street effective June 1, 2012 (Bechtel)
8. Modification of Premise for Central City Opera House Association dba Teller House at 120 Eureka Street (Bechtel)

**ACTION ITEMS: NEW BUSINESS –**

9. Bobcat Purchase Order (Kisselman)
10. 1<sup>st</sup> Amendment to Establishing Contract for Gilpin Ambulance Authority (Lanning)
11. Resolution 12-03: A resolution of the City Council of the City of Central, Colorado, approving a lease for Washington Hall. (Flowers)

12. Resolution 12-04: A resolution of the City Council of the City of Central, Colorado, approving a License Agreement authorizing the Gilpin Arts Association to utilize a portion of the Visitor Center. (Flowers)

13. Ordinance No. 12-02: An ordinance of the City Council of the City of Central, Colorado, repealing Article IX of Chapter 6 of the Central City Municipal Code and enacting a new Article IX of Chapter 6 concerning licensing and regulation of Pawnbrokers, and providing a penalty for violation thereof.

Ordinance No. 12-03: An ordinance of the City Council of the City of Central, Colorado, amending Sections 16-35 and 16-163 of Chapter 16 titled Zoning, of the Central City Municipal Code concerning Pawnbrokering. (Michow)

**REPORTS** –

14. Staff updates –

**COUNCIL COMMENTS** - limited to 5 minutes each member.

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

**EXECUTIVE SESSION** – Pursuant to C.R.S. 24-6-402(4)(b) for purposes of receiving legal advice regarding a personnel matter.

**ADJOURN.** Next Council meeting April 3, 2012.

Posted 3/16/12

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  
3/15/2012**

|   |                     |
|---|---------------------|
| <b>Total Beginning ENB Cash on Hand 2/16/2012</b>       | <b>346,179.93</b>   |
| Deposits to CCNB  | 359,950.98          |
| Wires Out CCNB  | (104,701.87)        |
| Cleared Checks  | (356,660.07)        |
| <hr/>   |                     |
| 3/14/2012   | 244,768.97          |
| <less previously approved & outstanding>                | (62,401.58)         |
| <less Burg Simpson Settlement-to GF Reserve>            | (125,000.00)        |
| March Device Fees Received 3/15                         | 252,949.31          |
| <b>Total CCNB Cash on Hand 3/14/2012</b>                | <b>310,316.70</b>   |
| <br>  |                     |
| <b>Total Beginning Colotrust Cash on Hand 2/16/2012</b> | <b>957,029.27</b>   |
| Wires into Account                                      | 76,943.38           |
| Wires out of Account-Into Evenrgreen National           |                     |
| <b>Total Colotrust Cash on Hand 3/14/2012</b>           | <b>1,033,972.65</b> |
| <br>  |                     |
| <b>TOTAL CASH ON HAND 3/14/12</b>                       | <b>1,344,289.35</b> |

**CITY OF CENTRAL  
DEBIT CARD PURCHASES  
2/17 through 3/14**

| <u>Date</u>  | <u>Vendor</u>         | <u>Description</u>             | <u>Amount</u>   |
|--------------|-----------------------|--------------------------------|-----------------|
| 2/22/2012    | Professional Plastics | Quilt Case                     | 256.51          |
| 2/27/2012    | Yousendit.com         | Files to WebDesigner           | 14.99           |
| 2/27/2012    | Downtown Colorado     | Registration and Membership    | 205.00          |
| 2/27/2012    | Tactical USA          | PD Flashlights for vehicles    | 524.76          |
| 2/29/2012    | USPS                  | Shipping                       | 6.10            |
| 3/2/2012     | Millie's              | Staff Dinner prior to Town Mtg | 31.73           |
| 3/5/2012     | Amazon.com            | PD-GPS Unit                    | 184.38          |
| 3/8/2012     | Earthlink.com         | PW Internet                    | 21.95           |
| 3/8/2012     | Dell                  | Employee Computer Loan         | 1,401.80        |
| 3/8/2012     | Uline                 | Universal Drum Spill Kit       | 474.98          |
| 3/9/2012     | Millie's              | Lunch with Goltra              | 18.48           |
| 3/12/2012    | Gempler               | Water Plant Shirts             | 171.30          |
| 3/12/2012    | Millie's              | Lunch with Consultant          | 21.15           |
| 3/12/2012    | Onlinestores.com      | Flags                          | 364.98          |
| 3/13/2012    | Pex Supply            | Water Meter Supplies           | 357.86          |
| 3/13/2012    | Medved                | PW-Parts                       | 49.00           |
| 3/14/2012    | APA Membership        | Planner Membership             | 535.00          |
| 3/15/2012    | Global Industries     | Flammable Liquid Containers    | 260.85          |
| <b>TOTAL</b> |                       |                                | <b>4,900.82</b> |

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| Inv Date | Inv #      | Ck. Date | CK#    | Vendor                        | Description                              | Amount    | Mail Date |
|----------|------------|----------|--------|-------------------------------|--|-----------|-----------|
| 2/21/12  | 022112     | 2/23/12  | 124451 | Irene Abosch                  | 2011 HP Grant Completion                 | 1,959.00  | cldr      |
| 2/15/12  | 120662     | 2/23/12  | 124452 | CIRSA                         | Liability Deductibles                    | 2,000.00  |           |
| 2/15/12  | 2213460    | 2/23/12  | 124453 | Idaho Springs Lumber          | Water Plant and PW Supplies              | 9.55      |           |
| 2/16/12  | 021612     | 2/23/12  | 124454 | MCI                           | Toll Free Telephone Service              | 29.01     |           |
| 2/10/12  | LN256709   | 2/23/12  | 124455 | Neve's Uniforms               | Uniforms for Officer                     | 229.79    |           |
| 2/16/12  | 021612     | 2/23/12  | 124456 | Town Office Supply            | PW Office Supplies                       | 105.90    |           |
| 2/8/12   | 197025968  | 2/23/12  | 124457 | US Bank                       | Photocopier Lease                        | 611.64    |           |
| 10/21/12 | 3887501    | 2/23/12  | 124458 | HD Supply                     | Water Plant Supplies                     | 315.54    |           |
| 2/23/12  | 702321233  | 2/23/12  | 124459 | USPS                          | Bus Sheiter Lease                        | 133.33    |           |
| 2/11/12  | 57353864   | 2/23/12  | 124460 | Hartford Life                 | Long Term Disability                     | 1,028.22  |           |
| 2/5/12   | 608276     | 2/23/12  | 124461 | ID Checking Guide             | 2012 ID Checking Guide for PD            | 28.95     |           |
| 2/13/12  | D707991203 | 2/23/12  | 124462 | YESCO                         | Sign Maintenance for March               | 82.50     |           |
| 2/13/12  | 1109500004 | 2/23/12  | 124463 | BBC Research                  | Parking Study Progress Payment           | 8,835.38  |           |
| 2/23/12  | 3144       | 2/23/12  | 124464 | Prospectors Run               | Snow Removal on Mack Road for March      | 800.00    |           |
| 2/14/12  | 36740      | 2/23/12  | 124465 | Peak Performance              | Metered Photocopies                      | 373.42    |           |
| 2/21/12  | 1585       | 2/23/12  | 124466 | Finish Line Systems           | Water Meter Reader Maintenance Agreement | 1,851.94  |           |
| 12/15/11 | 2086536    | 2/23/12  | 124467 | EDS Waste Solutions           | dumpster Rental Charge                   | 75.00     |           |
| 2/23/12  | 022312     | 2/23/12  | 124468 | Michael Kuhns                 | Restitution for Court Case               | 4,000.00  | cldr      |
| 2/22/12  | 1976       | 2/23/12  | 124469 | Colorado Coach Transportation | Shuttle Service for March                | 34,230.82 | cldr      |
| 2/16/12  | Mar2012    | 2/23/12  | 124470 | Assurant Employee Benefits    | Dental Insurance Premiums                | 1,483.76  |           |
| 1/5/12   | 010512     | 2/23/12  | 124471 | Northstar Concrete            | Main Street Streetscape                  | 66,193.78 | cldr      |
|          |            |          | 124472 | Northstar Concrete            | Main Street Streetscape                  | 6,788.12  | cldr      |
|          |            |          | 124473 | Payroll Checks                | Payroll Checks                           | 1,214.21  | cldr      |
|          |            |          | 124474 | CO Dept of Revenue            | Employee Garnishment                     | 58.68     | cldr      |
|          |            |          | 124475 | ICMA-401                      | Retirement Contributions                 | 2,694.57  | cldr      |
|          |            |          | 124476 | ICMA-457                      | Retirement Contributions                 | 1,388.17  | cldr      |
|          |            |          | 124477 | ICMA-IRA                      | Retirement Contributions                 | 331.00    | cldr      |
| 2/15/12  | 157348     | 3/1/12   | 124478 | Albert Frei and Sons          | Road Base                                | 46.30     |           |
| 2/21/12  | 87         | 3/1/12   | 124479 | CO Dept of Agriculture        | Radar Tuning Forks-PD                    | 93.75     |           |
| 2/23/12  | 10047      | 3/1/12   | 124480 | Blackwell Oil                 | Fuel                                     | 3,014.98  |           |
| 2/14/12  | 5751114510 | 3/1/12   | 124481 | Clear Creek Supply            | PW Tools and Supplies                    | 94.73     |           |
| 3/1/12   | Mar2012    | 3/1/12   | 124482 | Gilpin County Ambulance       | Ambulance Service                        | 12,750.00 |           |
| 2/22/12  | 7634392    | 3/1/12   | 124483 | Hach Company                  | Water Plant Parts                        | 7,368.90  |           |
| 2/29/12  | 2213683    | 3/1/12   | 124484 | Idaho Springs Lumber          | Water Plant Supplies                     | 60.12     |           |
| 2/21/12  | 87629      | 3/1/12   | 124485 | Office Stuff                  | Water Plant Supplies                     | 158.61    |           |
| 2/23/12  | 022312     | 3/1/12   | 124486 | Xcel Energy                   | Check Stock for Finance, Chair Mat       | 182.14    |           |
| 3/1/12   | 030112     | 3/1/12   | 124487 | Purchase Power                | Electricity                              | 419.99    |           |
| 2/10/12  | 157562700  | 3/1/12   | 124488 | Tyco Valves                   | Postage                                  | 1,292.76  |           |
| 2/16/12  | 021612     | 3/1/12   | 124489 | Century Link                  | Water Plant Parts                        | 795.75    |           |
| 2/13/12  | 7253       | 3/1/12   | 124490 | Utility Notification Center   | Telephone and Fax Lines                  | 375.00    |           |
| 3/1/12   | 57713182   | 3/1/12   | 124491 | Hartford Life                 | Water Line Locates                       | 1,028.22  |           |
| 2/20/12  | Mar2012    | 3/1/12   | 124492 | Vision Service Plan           | Long Term Disability                     | 308.25    |           |
|          |            |          |        |                               | Vision Insurance Premium                 |           |           |

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|         |            |         |               |                           |   |           |
|---------|------------|---------|---------------|---------------------------|---|-----------|
| 2/17/12 | A184003    | 3/1/12  | 124493        | McCandless International  | Heavy Equipment Part                        | 6.63      |
| 2/14/12 | 143680     | 3/1/12  | 124494        | Denver Industrial         | Winter Cold Patch                           | 227.20    |
| 2/15/12 | 2558       | 3/1/12  | 124495        | Teryx                     | 2012 Domain Name                            | 15.00     |
| 3/1/12  | 113008     | 3/1/12  | 124496        | Air-O-Pure Portables      | Restroom Sanitation at Shop and Reservoir   | 95.00     |
| 1/2/12  | 393        | 3/1/12  | 124497        | Ausmus Law Firm           | Municipal Court Attorney for March          | 600.00    |
| 2/16/12 | 1057702728 | 3/1/12  | 124498        | Verizon Wireless          | Internet for Water General                  | 80.29     |
| 2/23/12 | 022312     | 3/1/12  | 124499        | USA Communications        | Internet for PW and Town Home               | 145.75    |
| 2/22/12 | 1710699000 | 3/1/12  | 124500        | Interestate Batteries     | Battery                                     | 90.12     |
| 2/20/12 | D224096    | 3/1/12  | 124501        | Accutest Mountain States  | Water Plant Testing                         | 317.40    |
| 3/1/12  | Mar2012    | 3/1/12  | 124502        | Alan Lanning              | Mileage for March and Overage for February  | 690.21    |
| 2/21/12 | 9365354    | 3/1/12  | 124503        | Integra Telecom           | Telephone Service                           | 200.00    |
| 2/10/12 | 3284149    | 3/1/12  | 124504        | Safeware Inc.             | Monitor Calibrations                        | 35.00     |
| 2/16/12 | 11787      | 3/1/12  | 124505        | Kristina Consulting Group | Alcohol Testing for PW                      | 168.72    |
| 2/14/12 | 276691     | 3/1/12  | 124506        | Arapahoe Rental           | Boom Lift Rental                            | 4,742.96  |
| 2/15/12 | 1133914    | 3/1/12  | 124507        | Black & Veatch Corp.      | Water Plant Upgrades                        | 3,753.24  |
| 3/6/12  | 030612     | 3/6/12  | 124508        | Evergreen National Bank   | Short Term Loan Payments                    | 239.34    |
| 2/24/12 | 022411     | 3/8/12  | 124509        | Lowell Allen              | Safety Equipment                            | 408.75    |
| 2/27/12 | 022712     | 3/8/12  | 124510        | Home Depot                | Supplies for Quilt Box                      | 87.59     |
| 3/5/12  | 2213771    | 3/8/12  | 124511        | Idaho Springs Lumber      | Water Plant Supplies, PW Supplies           | 400.70    |
| 3/1/12  | 878211     | 3/8/12  | 124512        | Office Stuff              | Toner, Tissues, Rubberbands                 | 143.98    |
| 3/8/12  | 030812     | 3/8/12  | 124513        | Petty Cash                | Batteries, OCPO Memberships, Vehicle Titles | 4,722.29  |
| 3/1/12  | 030112     | 3/8/12  | 124514        | Xcel Energy               | Electricity                                 | 146.40    |
| 2/17/12 | 9758204698 | 3/8/12  | 124515        | Grainger                  | Water Plant Supplies                        | 120.00    |
| 3/4/12  | CC020212   | 3/8/12  | 124516        | Weekly Register Call      | Help wanted Ad for PW                       | 1,091.25  |
| 3/5/12  | 030512     | 3/8/12  | 124517        | Stephen Williamson        | Water Legal Counsel and Litigation          | 49.86     |
| 2/22/12 | 022212     | 3/8/12  | 124518        | Walmart                   | PW Supplies                                 | 215.85    |
| 2/24/12 | 022412     | 3/8/12  | 124519        | Karla Fuller              | Volunteer Firefighter Reimbursement         | 35.00     |
| 2/29/12 | 59567      | 3/8/12  | 124520        | Div. Oil & Public Safety  | Storage Tank Registration                   | 14,393.22 |
| 2/17/12 | 0023       | 3/8/12  | 124521        | Allen Technology Advising | New Workstations, Computer Work             | 4,154.88  |
| 2/20/12 | 022012     | 3/8/12  | 124522        | One Way                   | Residential Trash Pick Up                   | 74.81     |
| 2/25/12 | 022512     | 3/8/12  | 124523        | Skybeam                   | Internet for Water Plant                    | 15.00     |
| 2/15/12 | 2558B      | 3/8/12  | 124524        | Teryx                     | 2012 Domain Name for Fire Dept.             | 95.00     |
| 3/8/12  | 113049     | 3/8/12  | 124525        | Air-O-Pure Portables      | Restroom Sanitation at Shop and Reservoir   | 46.94     |
| 2/22/12 | 022212     | 3/8/12  | 124526        | USA Communications        | Internet for PD                             | 300.00    |
| 3/1/12  | 2012235    | 3/8/12  | 124527        | Omni-Pro Cleaning         | City Hall Cleaning                          | 64.00     |
| 3/31/12 | 033112     | 3/8/12  | 124528        | T&D Car Wash              | Car Washes for PD                           | 136.60    |
| 2/29/12 | 106076521  | 3/8/12  | 124529        | Modular Space Corp.       | PW Office                                   | 75.00     |
| 2/29/12 | 2086962    | 3/8/12  | 124530        | EDS Waste Solutions       | dumpster Rental Charge                      | 25,546.41 |
| 3/2/12  | 002        | 3/8/12  | 124531        | Ennovate                  | On-going Energy Contract                    | 147.42    |
| 3/5/12  | 030512     | 3/8/12  | 124532        | Tim Callendar             | Residential Meter Installation              | 2,997.00  |
| 2/28/12 | 52093      | 3/8/12  | 124533        | HG2 Emergency Lighting    | Equipment for PD Vehicles                   | 1,836.93  |
|         |            | 3/16/12 | 124534-124535 | Payroll Checks            | Payroll Checks                              |           |
|         |            | 3/16/12 | 124536        | CO Dept of Revenue        | Employee Garnishment                        | 39.63     |



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3/15/2012

|                                    |         |         |        |                       |               |                   |
|------------------------------------|---------|---------|--------|-----------------------|---------------|-------------------|
| 3/9/12                             | B22367  | 3/15/12 | 124580 | Highplains Excavating | Salt and Sand | 830.88            |
| 2/28/12                            | 1086CCC | 3/15/12 | 124581 | Bison Country Parts   | Plow Parts    | 720.40            |
| <b>Total Issued:</b>               |         |         |        |                       |               | <b>383,156.61</b> |
| Approved & Sent Checks:            |         |         |        |                       |               | 62,401.58         |
| Clrd & Pending Approval            |         |         |        |                       |               | 123,384.18        |
| Voided Checks                      |         |         |        |                       |               | 460.00            |
| <b>Total Pending Approval 2/21</b> |         |         |        |                       |               | <b>320,295.03</b> |

PRELIMINARY YTD REVENUE EXPENDITURE FUND SUMMARY  
AS OF FEBRUARY 29, 2012

| <u>Fund</u>           | <u>Revenues YTD</u> | <u>Expenditures YTD</u> | <u>Excess/(Deficiency)</u> |
|-----------------------|---------------------|-------------------------|----------------------------|
| General               | 643,673             | 805,297                 | (161,624)                  |
| Historic Preservation | 319                 | 475,987                 | (475,668)                  |
| Debt                  | 66,009              | 7,532                   | 58,477                     |
| Water                 | 69,172              | 65,447                  | 3,725                      |
| <b>Totals</b>         | <b>779,173</b>      | <b>1,354,263</b>        | <b>(575,090)</b>           |

**CITY OF CENTRAL  
GENERAL FUND  
PRELIMINARY REVENUES EXPENDITURE REPORT  
AS OF February 29, 2012**

| <b>REVENUES</b>       |                                |                |                  |              | Excess/<br>(Deficiency) |
|-----------------------|--------------------------------|----------------|------------------|--------------|-------------------------|
| <u>Account</u>        | <u>Description</u>             | <u>YTD</u>     | <u>BUDGET</u>    | <u>YTD %</u> |                         |
| 01-311-0000           | Specific Ownership Tax         | 78             | 1,500            | 5%           | (1,422)                 |
| 01-311-0001           | Delinquent Tax & Interest      | -              | 100              | 0%           | (100)                   |
| 01-311-0002           | Miscellaneous Prop Taxes       | -              | 2,700            | 0%           | (2,700)                 |
| 01-311-1000           | General Property Tax Revenue   | -              | 21,645           | 0%           | (21,645)                |
| 01-313-0000           | Sales Tax Revenue              | 108,897        | 600,000          | 18%          | (491,103)               |
| 01-313-0001           | Delinquent Sales Tax Charges   | -              | -                |              | -                       |
| 01-313-1000           | Use Tax                        | 352            | 20,000           | 2%           | (19,648)                |
| 01-313-3000           | Lodging Tax                    | 10,828         | 36,000           | 30%          | (25,172)                |
| 01-318-2000           | Franchise Tax                  | 5,259          | 69,000           | 8%           | (63,741)                |
| 01-318-3000           | Device Fees Machine Tax        | 304,382        | 1,829,991        | 17%          | (1,525,609)             |
| 01-318-3001           | Device Fee-2nd Add'l           | 30,424         | 182,916          | 17%          | (152,492)               |
| 01-318-3002           | Device Fees-Tollgate           | 97,739         | 568,674          | 17%          | (470,935)               |
| 01-320-1000           | Sales Tax License              | 1,815          | 2,000            | 91%          | (185)                   |
| 01-320-1001           | Business Licenses              | 170            | 2,800            | 6%           | (2,630)                 |
| 01-320-1002           | Dispensary License             | -              | 2,400            | 0%           | (2,400)                 |
| 01-321-1000           | Liquor License                 | 350            | 4,000            | 9%           | (3,650)                 |
| 01-321-6000           | Contractors License            | 575            | 2,700            | 21%          | (2,125)                 |
| 01-322-1000           | Building Permits               | 527            | 15,000           | 4%           | (14,473)                |
| 01-322-7000           | Sign License                   | 25             | 600              | 4%           | (575)                   |
| 01-335-4000           | Highway User Tax Fund          | 4,022          | 45,000           | 9%           | (40,978)                |
| 01-335-4002           | State Mineral Lease Distr.     | -              | 250              | 0%           | (250)                   |
| 01-335-4003           | State Severance Tax Distr.     | -              | 1,500            | 0%           | (1,500)                 |
| 01-335-5000           | Road & Bridges                 | 123            | 17,000           | 1%           | (16,877)                |
| 01-335-6000           | Cigarette Tax                  | 307            | 1,300            | 24%          | (993)                   |
| 01-335-9000           | State Gaming Tax               | -              | 800,000          | 0%           | (800,000)               |
| 01-341-1000           | Court Costs                    | 300            | 1,200            |              | (900)                   |
| 01-341-2000           | Other(Pub, Cop, B/D Cert)      | 50             | 250              | 20%          | (200)                   |
| 01-341-3000           | Design Review Fees             | 261            | 5,000            | 5%           | (4,739)                 |
| 01-341-5000           | Other Licenses, Fees & Permits | 1,275          | 4,000            | 32%          | (2,725)                 |
| 01-341-6000           | Elevator Inspection Fee        | -              | 6,000            | 0%           | (6,000)                 |
| 01-342-0000           | Snow Removal/Equipment Rental  | -              | 500              | 0%           | (500)                   |
| 01-342-1000           | Fingerprinting                 | 325            | 2,600            | 13%          | (2,275)                 |
| 01-342-5000           | Impound Fees                   | -              | -                |              | -                       |
| 01-347-8000           | Marketing Revenues-Events      | -              | -                |              | -                       |
| 01-351-1000           | Fines                          | 5,133          | 45,000           | 11%          | (39,867)                |
| 01-352-1000           | Bond Forfeiture                | -              | -                |              | -                       |
| 01-361-0000           | Interest Income                | 8              | 200              | 4%           | (192)                   |
| 01-362-2000           | Surplus Sale Revenue           | -              | 5,000            | 0%           | (5,000)                 |
| 01-363-1000           | Lease Revenue                  | -              | 43,500           | 0%           | (43,500)                |
| 01-390-0000           | Other Misc Revenue             | 58,857         | 5,000            | 1177%        | 53,857                  |
| 01-390-0422           | Fire Dept Revenues             | 265            | 3,000            | 9%           | (2,735)                 |
| 01-390-2001           | CCP Maintenance-BID            | -              | 20,000           |              | (20,000)                |
| 01-390-2003           | Deferred Rev. Recognition      | -              | 5,000            | 0%           | (5,000)                 |
| 01-391-0001           | Sale of Property/Transfers In  | -              | -                |              | -                       |
| 01-396-0000           | Lawsuit/Insurance Settlements  | 11,326         | -                |              | 11,326                  |
| <b>TOTAL REVENUES</b> |                                | <b>643,673</b> | <b>4,373,326</b> | <b>15%</b>   | <b>(3,729,653)</b>      |

**CITY OF CENTRAL  
GENERAL FUND  
PRELIMINARY REVENUES EXPENDITURE REPORT  
AS OF February 29, 2012**

**JUDICIAL DEPARTMENT**

| <u>Account</u>        | <u>Description</u>          | <u>YTD</u>    | <u>BUDGET</u> | <u>YTD %</u> | <u>Excess/<br/>(Deficiency)</u> |
|-----------------------|-----------------------------|---------------|---------------|--------------|---------------------------------|
| 01-412-1100           | Salaries & Wages            | 7,687         | 26,700        | 29%          | 19,013                          |
| 01-412-2100           | Insurance Benefits          | 323           | 2,025         | 16%          | 1,702                           |
| 01-412-2200           | Payroll Taxes               | 574           | 2,050         | 28%          | 1,476                           |
| 01-412-2210           | State Unemployment Tax      | -             | 80            | 0%           | 80                              |
| 01-412-2300           | 401K                        | 104           | 675           | 15%          | 571                             |
| 01-412-2310           | 457                         | -             | -             |              | -                               |
| 01-412-2400           | Training/Seminars           | 20            | 100           | 20%          | 80                              |
| 01-412-2600           | Workers Comp Insurance      | 216           | 915           | 24%          | 699                             |
| 01-412-3001           | Attorney/Legal              | 600           | 7,200         | 8%           | 6,600                           |
| 01-412-3301           | IT MAINTENANCE              | 1,791         | 6,750         | 27%          | 4,959                           |
| 01-412-3330           | Municipal Court Expense     | -             | -             |              | -                               |
| 01-412-4100           | Electricity                 | -             | 500           | 0%           | 500                             |
| 01-412-4110           | Sewer                       | -             | 175           | 0%           | 175                             |
| 01-412-5100           | Postage                     | -             | 550           | 0%           | 550                             |
| 01-412-5200           | Liability Insurance         | 27            | 105           | 26%          | 78                              |
| 01-412-5300           | Telephone                   | -             | 2,840         | 0%           | 2,840                           |
| 01-412-5611           | Credit Card Processing Fees | 32            | 500           | 6%           | 468                             |
| 01-412-6110           | Office Supplies             | 121           | 685           | 18%          | 564                             |
| 01-412-6111           | Stationary/Forms            | -             | 350           | 0%           | 350                             |
| 01-412-6112           | Photocopier Charges         | -             | 850           | 0%           | 850                             |
| <b>TOTAL JUDICIAL</b> |                             | <b>11,495</b> | <b>53,050</b> | <b>22%</b>   | <b>41,555</b>                   |

**ADMINISTRATION DEPARTMENT**

|             |                               |        |         |      |        |
|-------------|-------------------------------|--------|---------|------|--------|
| 01-413-1100 | Salaries & Wages              | 17,262 | 112,200 | 15%  | 94,938 |
| 01-413-1101 | Mayor & Council Salaries      | 5,140  | 30,900  | 17%  | 25,760 |
| 01-413-2100 | Insurance Benefits            | 2,890  | 17,050  | 17%  | 14,160 |
| 01-413-2200 | Payroll Taxes                 | 1,300  | 8,600   | 15%  | 7,300  |
| 01-413-2201 | Fica/Mdcr Mayor & Council     | 393    | 2,400   | 16%  | 2,007  |
| 01-413-2210 | State Unemployment Tax        | -      | 350     | 0%   | 350    |
| 01-413-2300 | 401K                          | -      | 5,866   | 0%   | 5,866  |
| 01-413-2310 | 457                           | -      | -       |      | -      |
| 01-413-2400 | Training-Staff                | -      | 2,000   | 0%   | 2,000  |
| 01-413-2402 | Council Training              | -      | 3,000   | 0%   | 3,000  |
| 01-413-2600 | Workers Comp Insurance        | 1,158  | 4,901   | 24%  | 3,743  |
| 01-413-2900 | Employee Appreciation         | -      | -       |      | -      |
| 01-413-2901 | Car Allowance - City Manager  | -      | -       |      | -      |
| 01-413-3211 | Boards & Commissions Stipends | -      | 2,100   | 0%   | 2,100  |
| 01-413-3300 | Other Professional Services   | -      | -       |      | -      |
| 01-413-3301 | IT Services & Support         | 1,972  | 3,000   | 66%  | 1,028  |
| 01-413-3330 | Attorney/Legal                | 20,241 | 70,000  | 29%  | 49,759 |
| 01-413-3341 | Special Legal                 | -      | 15,000  | 0%   | 15,000 |
| 01-413-4100 | Public Service                | 1,205  | 4,986   | 24%  | 3,781  |
| 01-413-4110 | SEWER                         | 49     | 175     | 28%  | 126    |
| 01-413-4303 | Building Maintenance          | 2,149  | 1,200   | 179% | (949)  |

**CITY OF CENTRAL  
GENERAL FUND  
PRELIMINARY REVENUES EXPENDITURE REPORT  
AS OF February 29, 2012**

| <u>Account</u>              | <u>Description</u>             | <u>YTD</u>     | <u>BUDGET</u>  | <u>YTD %</u> | <u>Excess/<br/>(Deficiency)</u> |
|-----------------------------|--------------------------------|----------------|----------------|--------------|---------------------------------|
| 01-413-4304                 | Alarm Monitoring               | 70             | 620            | 11%          | 550                             |
| 01-413-4305                 | Elevator Contract              | -              | 6,000          | 0%           | 6,000                           |
| 01-413-4400                 | BLM Land Lease                 | -              | 250            | 0%           | 250                             |
| 01-413-4410                 | Rental Expense-Bus Shelter     | 400            | 1,600          | 25%          | 1,200                           |
| 01-413-4420                 | Century/Tollgate Dv Fee Rebate | 76,074         | 457,775        | 17%          | 381,701                         |
| 01-413-5100                 | Postage                        | 65             | 600            | 11%          | 535                             |
| 01-413-5200                 | Liability Insurance            | 1,232          | 105            | 1173%        | (1,127)                         |
| 01-413-5201                 | Liability Deductibles          | 3,000          | 2,000          | 150%         | (1,000)                         |
| 01-413-5300                 | Telephone                      | 206            | 1,300          | 16%          | 1,094                           |
| 01-413-5301                 | Cellular Phones                | 78             | 540            | 14%          | 462                             |
| 01-413-5410                 | Classified                     | 80             | 150            | 53%          | 70                              |
| 01-413-5700                 | Dues & Subscriptions           | 1,888          | 10,000         | 19%          | 8,112                           |
| 01-413-5800                 | Travel/Meals                   | 601            | 4,500          | 13%          | 3,899                           |
| 01-413-5990                 | Council Discretionary          | -              | 5,000          | 0%           | 5,000                           |
| 01-413-5991                 | Public Education               | 5,100          | 10,000         | 51%          | 4,900                           |
| 01-413-5997                 | Manager's Discretionary        | 95             | 5,000          | 2%           | 4,905                           |
| 01-413-6000                 | Miscellaneous Expense          | -              | 500            | 0%           | 500                             |
| 01-413-6110                 | Office Supplies                | 133            | 685            | 19%          | 552                             |
| 01-413-6111                 | Stationary/Forms               | -              | 200            | 0%           | 200                             |
| 01-413-6112                 | Photocopier Charges            | 299            | 850            | 35%          | 551                             |
| 01-413-6114                 | Software/Internet              | 103            | 185            | 56%          | 82                              |
| 01-413-7431                 | Computer Equipment             | -              | 3,750          | 0%           | 3,750                           |
| <b>TOTAL ADMINISTRATION</b> |                                | <b>143,183</b> | <b>795,338</b> | <b>18%</b>   | <b>648,405</b>                  |

**CITY CLERK**

|             |                            |       |        |     |        |
|-------------|----------------------------|-------|--------|-----|--------|
| 01-411-1100 | Salaries & Wages           | 9,415 | 61,200 | 15% | 51,785 |
| 01-411-1101 | Event Coordination         | -     | 1,000  | 0%  | 1,000  |
| 01-411-2100 | Insurance Benefits         | 1,141 | 10,100 | 11% | 8,959  |
| 01-411-2200 | Payroll Taxes              | 713   | 4,700  | 15% | 3,987  |
| 01-411-2210 | State Unemployment Tax     | -     | 200    | 0%  | 200    |
| 01-411-2300 | 401k                       | 377   | 2,450  | 15% | 2,073  |
| 01-411-2310 | 457                        | -     | -      | -   | -      |
| 01-411-2400 | Training/Seminars          | -     | 1,000  | 0%  | 1,000  |
| 01-411-2600 | Workers Comp Insurance     | 495   | 2,096  | 24% | 1,601  |
| 01-411-3002 | Elections Expense          | 1,034 | 2,500  | 41% | 1,466  |
| 01-411-3301 | IT Services & Support      | 1,791 | 3,000  | 60% | 1,209  |
| 01-411-3401 | Records Preservation       | -     | 2,000  | 0%  | 2,000  |
| 01-411-3402 | Codification               | -     | 5,000  | 0%  | 5,000  |
| 01-411-3403 | Filing Fees                | 39    | -      | -   | (39)   |
| 01-411-4100 | Electricity                | 818   | 4,880  | 17% | 4,062  |
| 01-411-4110 | SEWER                      | 32    | 175    | 18% | 143    |
| 01-411-4303 | Building Maintenance       | 147   | 1,200  | 12% | 1,053  |
| 01-411-4304 | Alarm monitoring           | 69    | 620    | 11% | 551    |
| 01-411-5100 | Postage                    | 65    | 550    | 12% | 485    |
| 01-411-5111 | City Clerk/Sleuth Software | -     | -      | -   | -      |
| 01-411-5200 | Liability Insurance        | 27    | 105    | 26% | 78     |
| 01-411-5300 | Telephone                  | 206   | 1,300  | 16% | 1,094  |

**CITY OF CENTRAL  
GENERAL FUND  
PRELIMINARY REVENUES EXPENDITURE REPORT  
AS OF February 29, 2012**

| <u>Account</u>          | <u>Description</u>   | <u>YTD</u>    | <u>BUDGET</u>  | <u>YTD %</u> | <u>Excess/<br/>(Deficiency)</u> |
|-------------------------|----------------------|---------------|----------------|--------------|---------------------------------|
| 01-411-5410             | Classifieds          | 198           | 3,000          | 7%           | 2,802                           |
| 01-411-5420             | Legal Publications   | 103           | -              |              | (103)                           |
| 01-411-5611             | Credit Card Fees     | 27            | 200            | 14%          | 173                             |
| 01-411-5700             | Dues & Subscriptions | 150           | 200            | 75%          | 50                              |
| 01-411-6110             | Office Supplies      | 125           | 685            | 18%          | 560                             |
| 01-411-6111             | Stationary & Forms   | -             | 350            | 0%           | 350                             |
| 01-411-6112             | Photocopier Charges  | 300           | 850            | 35%          | 550                             |
| 01-411-6113             | Small Equipment      | -             | -              |              | -                               |
| 01-411-6114             | Software/Internet    | -             | 185            | 0%           | 185                             |
| 01-411-7431             | Computer Equipment   | 2,746         | 3,750          | 73%          | 1,004                           |
| <b>TOTAL CITY CLERK</b> |                      | <b>20,018</b> | <b>113,296</b> | <b>18%</b>   | <b>92,274</b>                   |

(11,068)

**FINANCE DEPARTMENT**

| <u>Account</u> | <u>Description</u>          | <u>YTD</u> | <u>BUDGET</u> | <u>YTD %</u> | <u>Excess/<br/>(Deficiency)</u> |
|----------------|-----------------------------|------------|---------------|--------------|---------------------------------|
| 01-415-1100    | Salaries & Wages            | 16,925     | 108,250       | 16%          | 91,325                          |
| 01-415-1101    | Event Coordination          | -          | 1,000         | 0%           | 1,000                           |
| 01-415-2100    | Insurance Benefits          | 2,627      | 13,900        | 19%          | 11,273                          |
| 01-415-2200    | Payroll Taxes               | 1,253      | 8,300         | 15%          | 7,047                           |
| 01-415-2210    | State Unemployment Tax      | -          | 325           | 0%           | 325                             |
| 01-415-2300    | 401k                        | 281        | 2,800         | 10%          | 2,519                           |
| 01-415-2310    | 457                         | -          | -             |              | -                               |
| 01-415-2400    | Training/Seminars           | -          | 2,000         | 0%           | 2,000                           |
| 01-415-2600    | WORKERS COMP Insurance      | 876        | 3,707         | 24%          | 2,831                           |
| 01-415-3220    | Accounting/Auditors         | -          | 22,000        | 0%           | 22,000                          |
| 01-415-3300    | Other Professional Services | -          | -             |              | -                               |
| 01-415-3301    | IT Services & Support       | 1,791      | 3,000         | 60%          | 1,209                           |
| 01-415-3403    | Filing Fees                 | -          | -             |              | -                               |
| 01-415-4100    | Public Service              | 818        | 4,674         | 18%          | 3,856                           |
| 01-415-4110    | SEWER                       | 32         | 175           | 18%          | 143                             |
| 01-415-4303    | Building Maintenance        | 147        | 1,200         | 12%          | 1,053                           |
| 01-415-4304    | Alarm Monitoring            | 69         | 620           | 11%          | 551                             |
| 01-415-5100    | Postage                     | 66         | 550           | 12%          | 484                             |
| 01-415-5110    | Computer Network Agreement  | 2,795      | 2,800         | 100%         | 5                               |
| 01-415-5200    | Liability Insurance         | 27         | 105           | 26%          | 78                              |
| 01-415-5300    | Telephone                   | 280        | 1,300         | 22%          | 1,020                           |
| 01-415-5410    | Classified                  | -          | 150           | 0%           | 150                             |
| 01-415-5600    | Treasurer's Fees            | 2          | 850           | 0%           | 848                             |
| 01-415-5610    | Bank Charges                | 305        | 1,500         |              | 1,195                           |
| 01-415-5611    | Credit Card Processing Fees | 2          | 300           | 1%           | 298                             |
| 01-415-5700    | MEMBERSHIP FEES             | 320        | 250           | 128%         | (70)                            |
| 01-415-5800    | Travel                      | -          | -             |              | -                               |
| 01-415-6110    | Office Supplies             | 928        | 685           | 135%         | (243)                           |
| 01-415-6111    | Stationary & Forms          | 93         | 500           | 19%          | 407                             |

**CITY OF CENTRAL  
GENERAL FUND  
PRELIMINARY REVENUES EXPENDITURE REPORT  
AS OF February 29, 2012**

|             |                      |               |                |            |                |
|-------------|----------------------|---------------|----------------|------------|----------------|
| 01-415-6112 | Photocopier Charges  | 300           | 850            | 35%        | 550            |
| 01-415-6114 | Software/Internet    | 1,925         | 185            | 1041%      | (1,740)        |
| 01-415-7431 | Computer Equipment   | -             | 3,750          | 0%         | 3,750          |
|             | <b>TOTAL FINANCE</b> | <b>31,862</b> | <b>185,726</b> | <b>17%</b> | <b>150,114</b> |

**COMMUNITY DEVELOPMENT**

| <u>Account</u> | <u>Description</u>                 | <u>YTD</u>    | <u>BUDGET</u>  | <u>YTD %</u> | <u>Excess/<br/>(Deficiency)</u> |
|----------------|------------------------------------|---------------|----------------|--------------|---------------------------------|
| 01-419-1100    | Salaries & Wages                   | 14,000        | 72,160         | 19%          | 58,160                          |
| 01-419-2100    | Insurance Benefits                 | 1,373         | 4,500          | 31%          | 3,127                           |
| 01-419-2200    | Payroll Taxes                      | 1,057         | 5,520          | 19%          | 4,463                           |
| 01-419-2210    | State Unemployment Tax             | -             | 230            | 0%           | 230                             |
| 01-419-2300    | 401K                               | 560           | 2,880          | 19%          | 2,320                           |
| 01-419-2400    | Training/Seminars                  | -             | 1,000          | 0%           | 1,000                           |
| 01-419-2600    | Workers Comp Insurance             | 584           | 2,471          | 24%          | 1,887                           |
| 01-419-3301    | IT Services & Support              | 3,341         | 6,750          | 49%          | 3,409                           |
| 01-419-3401    | Planning & Engineering             | 10,590        | -              |              | (10,590)                        |
| 01-419-3402    | Reimbursable Planning Expenses     | 95            | 5,000          | 2%           | 4,905                           |
| 01-419-3403    | Contract Services                  | -             | 100            | 0%           | 100                             |
| 01-419-3404    | Design Review Fees                 | -             | 5,000          | 0%           | 5,000                           |
| 01-419-3405    | Plan Review                        | -             | -              |              | -                               |
| 01-419-4100    | Public Service                     | 818           | 4,674          | 18%          | 3,856                           |
| 01-419-4110    | SEWER                              | 32            | 175            | 18%          | 143                             |
| 01-419-4303    | Building Repairs & Maintenance     | 147           | 1,200          | 12%          | 1,053                           |
| 01-419-4304    | Alarm Monitoring                   | 69            | 620            | 11%          | 551                             |
| 01-419-4305    | Building Permits                   | -             | 10,500         | 0%           | 10,500                          |
| 01-419-5100    | Postage                            | 65            | 550            | 12%          | 485                             |
| 01-419-5200    | Liability Insurance                | 27            | 105            | 26%          | 78                              |
| 01-419-5300    | Telephone                          | 206           | 1,690          | 12%          | 1,484                           |
| 01-419-5410    | Classifieds                        | -             | 700            | 0%           | 700                             |
| 01-419-5611    | Credit Card Processing Fees        | -             | 300            | 0%           | 300                             |
| 01-419-5700    | Dues & Subscriptions               | -             | 1,500          | 0%           | 1,500                           |
| 01-419-6110    | Office Supplies                    | 211           | 685            | 31%          | 474                             |
| 01-419-6111    | Stationary & Forms                 | 53            | 250            | 21%          | 197                             |
| 01-419-6112    | Photocopier Charges                | 299           | 850            | 35%          | 551                             |
| 01-419-6114    | Software/Internet                  | -             | 185            | 0%           | 185                             |
|                | <b>TOTAL COMMUNITY DEVELOPMENT</b> | <b>33,527</b> | <b>129,595</b> | <b>26%</b>   | <b>96,068</b>                   |

**PUBLIC WORKS DEPARTMENT**

| <u>Account</u> | <u>Description</u>     | <u>YTD</u> | <u>BUDGET</u> | <u>YTD %</u> | <u>Excess/<br/>(Deficiency)</u> |
|----------------|------------------------|------------|---------------|--------------|---------------------------------|
| 01-431-1100    | Salaries & Wages       | 57,121     | 452,128       | 13%          | 395,007                         |
| 01-431-1300    | Overtime               | -          | 6,000         | 0%           | 6,000                           |
| 01-431-2100    | Insurance Benefits     | 19,771     | 120,774       | 16%          | 101,003                         |
| 01-431-2200    | Payroll Taxes          | 4,189      | 33,440        | 13%          | 29,251                          |
| 01-431-2210    | State Unemployment Tax | -          | 1,311         | 0%           | 1,311                           |
| 01-431-2300    | 401k                   | 2,197      | 17,485        | 13%          | 15,288                          |
| 01-431-2310    | 457                    | -          | -             |              | -                               |

**CITY OF CENTRAL  
GENERAL FUND  
PRELIMINARY REVENUES EXPENDITURE REPORT  
AS OF February 29, 2012**

| <u>Account</u> | <u>Description</u>            | <u>YTD</u> | <u>BUDGET</u> | <u>YTD %</u> | <u>Excess/<br/>(Deficiency)</u> |
|----------------|-------------------------------|------------|---------------|--------------|---------------------------------|
| 01-431-2400    | Training/Seminars             | 329        | 2,000         | 16%          | 1,671                           |
| 01-431-2600    | WORKERS COMP Insurance        | 3,851      | 14,016        | 27%          | 10,165                          |
| 01-431-3301    | Computer IT                   | 2,464      | 6,750         | 37%          | 4,286                           |
| 01-431-4100    | Public Service                | 12,876     | 86,250        | 15%          | 73,374                          |
| 01-431-4110    | Sewer                         | 753        | 5,500         | 14%          | 4,747                           |
| 01-431-4210    | Recycling                     | -          | 5,000         | 0%           | 5,000                           |
| 01-431-4211    | City Trash Service            | 685        | 8,000         | 9%           | 7,315                           |
| 01-431-4212    | Citizen Trash Service         | 11,826     | 42,500        | 28%          | 30,674                          |
| 01-431-4303    | Building Maintenance          | 190        | 6,500         | 3%           | 6,310                           |
| 01-431-4304    | Alarm Monitoring              | 69         | 620           | 11%          | 551                             |
| 01-431-4330    | Streets & Culverts            | -          | 5,000         | 0%           | 5,000                           |
| 01-431-4331    | Paint Stripping               | -          | 5,000         | 0%           | 5,000                           |
| 01-431-4332    | Equipment & Tools             | 2,689      | 2,500         | 108%         | (189)                           |
| 01-431-4345    | Park Maintenance              | -          | 750           | 0%           | 750                             |
| 01-431-4420    | Equipment Rentals             | 639        | 1,000         | 64%          | 361                             |
| 01-431-5100    | Postage                       | 65         | 550           | 12%          | 485                             |
| 01-431-5200    | Liability Insurance           | 11,622     | 45,445        | 26%          | 33,823                          |
| 01-431-5300    | TELEPHONE                     | 306        | 1,900         | 16%          | 1,594                           |
| 01-431-5301    | Cell Phones                   | 600        | 3,000         | 20%          | 2,400                           |
| 01-431-5401    | Summer Flowers                | -          | 3,500         | 0%           | 3,500                           |
| 01-431-5402    | Holiday Decorations           | 13         | 5,000         | 0%           | 4,987                           |
| 01-431-5410    | Classifieds                   | 224        | -             |              | (224)                           |
| 01-431-5700    | Dues & Subscriptions          | -          | 1,500         | 0%           | 1,500                           |
| 01-431-5800    | Travel                        | 184        | -             |              | (184)                           |
| 01-431-6110    | Office Supplies               | 930        | 685           | 136%         | (245)                           |
| 01-431-6111    | Stationary & Forms            | 53         | 100           | 53%          | 47                              |
| 01-431-6112    | Photocopier Charges           | 300        | 850           | 35%          | 550                             |
| 01-431-6113    | Uniforms                      | 1,676      | 2,000         | 84%          | 324                             |
| 01-431-6114    | Software/Internet             | 210        | 450           | 47%          | 240                             |
| 01-431-6116    | Modular Trailer               | 271        | 3,639         | 7%           | 3,368                           |
| 01-431-6501    | Sand & Salt                   | 3,200      | 16,000        | 20%          | 12,800                          |
| 01-431-6502    | Signs                         | 690        | 500           | 138%         | (190)                           |
| 01-431-6503    | Paving Materials              | 40         | 10,000        | 0%           | 9,960                           |
| 01-431-6504    | Mechanic Services/Prevent     | -          | 20,000        | 0%           | 20,000                          |
| 01-431-7302    | CCP Striping                  | -          | 5,000         | 0%           | 5,000                           |
| 01-431-7303    | Sand for CCP                  | 21,709     | 35,000        | 62%          | 13,291                          |
| 01-431-7304    | Fuel-CCP                      | -          | 35,650        | 0%           | 35,650                          |
| 01-431-7305    | Heavy Equipment Repair-CCP    | 4,826      | 20,000        | 24%          | 15,174                          |
| 01-431-7306    | Plow Blades-CCP               | -          | 10,000        | 0%           | 10,000                          |
| 01-431-7307    | Public Service                | 3,516      | 17,250        | 20%          | 13,734                          |
| 01-431-7308    | Guardrail Repair              | -          | 5,000         | 0%           | 5,000                           |
| 01-431-7309    | CCP Signage                   | 248        | 500           | 50%          | 252                             |
| 01-431-7310    | Roworth Light/Sound Barrier   | -          | -             |              | -                               |
| 01-431-7311    | Sturgeon Lighting Contract    | 1,494      | 1,000         | 149%         | (494)                           |
| 01-431-7312    | CCP Maintenance-Crack Filling | 46,301     | 35,000        | 132%         | (11,301)                        |
| 01-431-7314    | CCP Fencing                   | -          | 1,000         | 0%           | 1,000                           |
| 01-431-7420    | Lease Purchase Payments       | 65,411     | 98,000        | 67%          | 32,589                          |

**CITY OF CENTRAL  
GENERAL FUND  
PRELIMINARY REVENUES EXPENDITURE REPORT  
AS OF February 29, 2012**

| <u>Account</u>                        | <u>Description</u>      | <u>YTD</u>     | <u>BUDGET</u>    | <u>YTD %</u> | <u>Excess/<br/>(Deficiency)</u> |
|---------------------------------------|-------------------------|----------------|------------------|--------------|---------------------------------|
| 01-431-7424                           | Equipment Purchase      | -              | 60,000           | 0%           | 60,000                          |
| 01-431-7431                           | Computer Equipment      | -              | -                |              | -                               |
| <b>TOTAL PUBLIC WORKS</b>             |                         | <b>283,538</b> | <b>1,261,043</b> | <b>22%</b>   | <b>977,505</b>                  |
| 01-430-4308                           | Heavy Equipment Repair  | 3,458          | 10,000           | 35%          | 6,542                           |
| 01-430-4309                           | Light Equipment Repair  | 2,894          | 10,000           | 29%          | 7,106                           |
| 01-430-4332                           | Equipment & Tools       | 25             | -                |              | (25)                            |
| 01-430-4333                           | Small Item Supplies     | -              | 900              | 0%           | 900                             |
| 01-430-6110                           | Shuttle Services        | 122,886        | 415,000          | 30%          | 292,114                         |
| 01-430-6260                           | Fuel                    | 13,889         | 37,000           | 38%          | 23,111                          |
| 01-430-7420                           | Lease Purchase Payments | -              | -                |              | -                               |
| <b>TOTAL FLEET MAINTENANCE</b>        |                         | <b>143,152</b> | <b>472,900</b>   | <b>30%</b>   | <b>329,748</b>                  |
| <b>TOTAL PUBLIC WORKS &amp; FLEET</b> |                         | <b>426,690</b> | <b>1,733,943</b> | <b>25%</b>   | <b>1,307,253</b>                |

**POLICE DEPARTMENT**

| <u>Account</u> | <u>Description</u>             | <u>YTD</u> | <u>BUDGET</u> | <u>YTD %</u> | <u>Excess/<br/>(Deficiency)</u> |
|----------------|--------------------------------|------------|---------------|--------------|---------------------------------|
| 01-421-1100    | Salaries & Wages               | 55,220     | 280,100       | 20%          | 224,880                         |
| 01-421-1300    | Overtime                       | 416        | 1,000         | 42%          | 584                             |
| 01-421-2100    | Insurance Benefits             | 8,143      | 38,850        | 21%          | 30,707                          |
| 01-421-2200    | Payroll Taxes                  | 804        | 4,380         | 18%          | 3,576                           |
| 01-421-2210    | State Unemployment Tax         | -          | 840           | 0%           | 840                             |
| 01-421-2310    | 457                            | 935        | 6,950         | 13%          | 6,015                           |
| 01-421-2320    | FPPA                           | 3,741      | 22,000        | 17%          | 18,259                          |
| 01-421-2400    | Training/Seminars              | -          | 2,500         | 0%           | 2,500                           |
| 01-421-2401    | Conferences                    | -          | 4,000         | 0%           | 4,000                           |
| 01-421-2600    | Workers Comp Insurance         | 2,266      | 9,593         | 24%          | 7,327                           |
| 01-421-2901    | Uniform Cleaning               | 266        | -             |              | (266)                           |
| 01-421-3300    | Equipment Repair               | -          | 1,000         | 0%           | 1,000                           |
| 01-421-3301    | IT Services & Support          | 2,033      | 3,000         | 68%          | 967                             |
| 01-421-4100    | Public Service                 | 818        | 6,170         | 13%          | 5,352                           |
| 01-421-4110    | SEWER                          | 32         | 175           | 18%          | 143                             |
| 01-421-4303    | Building Maintenance           | 147        | 1,200         | 12%          | 1,053                           |
| 01-421-4304    | Alarm Monitoring               | 69         | 620           | 11%          | 551                             |
| 01-421-4309    | Vehicle Maintenance            | 4,075      | 8,000         | 51%          | 3,925                           |
| 01-421-5100    | Postage                        | 65         | 550           | 12%          | 485                             |
| 01-421-5111    | Hrdwre/Sftwre Support Services | -          | 4,500         | 0%           | 4,500                           |
| 01-421-5200    | Liability Insurance            | 1,040      | 157           | 662%         | (883)                           |
| 01-421-5300    | TELEPHONE                      | 663        | 4,260         | 16%          | 3,597                           |
| 01-421-5301    | Cell Phones                    | 544        | 3,000         | 18%          | 2,456                           |
| 01-421-5410    | Classified                     | 175        | 150           | 117%         | (25)                            |
| 01-421-5411    | Recruitment                    | -          | 500           | 0%           | 500                             |
| 01-421-5500    | Printing                       | -          | 3,500         | 0%           | 3,500                           |
| 01-421-5700    | Dues & Subscriptions           | 190        | 1,500         | 13%          | 1,310                           |

**CITY OF CENTRAL  
GENERAL FUND  
PRELIMINARY REVENUES EXPENDITURE REPORT  
AS OF February 29, 2012**

| <u>Account</u> | <u>Description</u>     | <u>YTD</u>    | <u>BUDGET</u>  | <u>YTD %</u> | <u>Excess/<br/>(Deficiency)</u> |
|----------------|------------------------|---------------|----------------|--------------|---------------------------------|
| 01-421-5900    | Victim Services        | 500           | 3,000          | 17%          | 2,500                           |
| 01-421-5901    | Blood Alcohol Testing  | -             | 500            | 0%           | 500                             |
| 01-421-6000    | Miscellaneous          | 300           | 1,000          | 30%          | 700                             |
| 01-421-6107    | Radio Equipment        | -             | 500            | 0%           | 500                             |
| 01-421-6109    | Equipment & Supplies   | -             | 3,000          | 0%           | 3,000                           |
| 01-421-6110    | Office Supplies        | 407           | 685            | 59%          | 278                             |
| 01-421-6111    | Stationary/Forms       | -             | 350            | 0%           | 350                             |
| 01-421-6112    | Photocopier Charges    | 299           | 850            | 35%          | 551                             |
| 01-421-6113    | Uniforms               | 1,404         | 5,000          | 28%          | 3,596                           |
| 01-421-6114    | Software/Internet      | 42            | 250            | 17%          | 208                             |
| 01-421-6121    | Firearms               | -             | 8,000          | 0%           | 8,000                           |
| 01-421-6122    | Animal Control         | -             | 250            | 0%           | 250                             |
| 01-421-6123    | Protective Equipment   | -             | 1,500          | 0%           | 1,500                           |
| 01-421-6260    | Fuel                   | -             | 11,800         | 0%           | 11,800                          |
| 01-421-6400    | Books & Manuals        | 59            | 1,200          | 5%           | 1,141                           |
| 01-421-7410    | VMS Board              | -             | 50,000         | 0%           | 50,000                          |
| 01-421-7420    | Vehicle Lease Payments | -             | 40,000         | 0%           | 40,000                          |
| 01-421-7431    | Computer Equipment     | -             | 3,750          | 0%           | 3,750                           |
| 01-421-7432    | Emergency Equipment    | -             | 50,000         | 0%           | 50,000                          |
| 01-421-8001    | Prisoner Expense       | -             | 500            | 0%           | 500                             |
|                | <b>TOTAL POLICE</b>    | <b>84,653</b> | <b>590,630</b> | <b>14%</b>   | <b>505,977</b>                  |

**FIRE DEPARTMENT**

|             |                                |        |        |     |        |
|-------------|--------------------------------|--------|--------|-----|--------|
| 01-422-1100 | Salaries & Wages               | 10,372 | 67,420 | 15% | 57,048 |
| 01-422-1110 | Firefighters Per Call          | 2,046  | 8,000  | 26% | 5,954  |
| 01-422-2100 | Insurance Benefits             | 181    | 1,100  | 16% | 919    |
| 01-422-2200 | Payroll Taxes                  | 156    | 1,000  | 16% | 844    |
| 01-422-2210 | State Unemployment Tax         | -      | 210    | 0%  | 210    |
| 01-422-2310 | 457                            | 415    | 2,700  | 15% | 2,285  |
| 01-422-2320 | FPPA                           | 830    | 5,400  | 15% | 4,570  |
| 01-422-2321 | FPPA Pension Contribtn-Volunte | -      | 7,600  | 0%  | 7,600  |
| 01-422-2400 | Training                       | 1,038  | 5,000  | 21% | 3,962  |
| 01-422-2600 | Workers Comp Insurance         | 545    | 2,309  | 24% | 1,764  |
| 01-422-3301 | IT Maintenance & Support       | -      | 3,000  | 0%  | 3,000  |
| 01-422-4100 | Public Service                 | 763    | 4,048  | 19% | 3,285  |
| 01-422-4110 | Sewer                          | -      | 175    | 0%  | 175    |
| 01-422-4302 | Small Equipment Maintenance    | -      | 2,500  | 0%  | 2,500  |
| 01-422-4303 | Building Maintenance           | 57     | 1,000  | 6%  | 943    |
| 01-422-4309 | Fire Truck Maintenance         | 4,947  | 12,000 | 41% | 7,053  |
| 01-422-5100 | Postage                        | -      | 550    | 0%  | 550    |
| 01-422-5200 | Liability Insurance            | 40     | 157    | 25% | 117    |
| 01-422-5201 | Liability Deductibles          | -      | -      | -   | -      |
| 01-422-5300 | TELEPHONE                      | 491    | 2,595  | 19% | 2,104  |
| 01-422-5301 | Cell Phones                    | 79     | 400    | 20% | 321    |
| 01-422-5410 | Classifieds                    | -      | 250    | 0%  | 250    |

**CITY OF CENTRAL  
GENERAL FUND  
PRELIMINARY REVENUES EXPENDITURE REPORT  
AS OF February 29, 2012**

| <u>Account</u> | <u>Description</u>          | <u>YTD</u>    | <u>BUDGET</u>  | <u>YTD %</u> | <u>Excess/<br/>(Deficiency)</u> |
|----------------|-----------------------------|---------------|----------------|--------------|---------------------------------|
| 01-422-5700    | Dues & Subscriptions        | 374           | 2,500          | 15%          | 2,126                           |
| 01-422-6107    | Supplies                    | 1,816         | 3,000          | 61%          | 1,184                           |
| 01-422-6109    | Fire Station Equipment      | -             | 2,000          | 0%           | 2,000                           |
| 01-422-6110    | Office Supplies             | -             | 685            | 0%           | 685                             |
| 01-422-6112    | Photocopier Charges         | -             | 850            | 0%           | 850                             |
| 01-422-6113    | Uniforms                    | 1,222         | 2,500          | 49%          | 1,278                           |
| 01-422-6114    | Software/Internet           | 47            | 1,000          | 5%           | 953                             |
| 01-422-6123    | Safety Gear                 | 240           | 10,000         | 2%           | 9,760                           |
| 01-422-6125    | Medical Equipment           | 195           | 5,000          | 4%           | 4,805                           |
| 01-422-6126    | Fire Supplies for Trucks    | -             | 6,000          | 0%           | 6,000                           |
| 01-422-6127    | Hoses & Nozzles             | -             | 5,000          | 0%           | 5,000                           |
| 01-422-6128    | Firefighter Health/Safety   | -             | 1,000          | 0%           | 1,000                           |
| 01-422-6129    | Fire Extinguishers          | -             | 2,500          | 0%           | 2,500                           |
| 01-422-6130    | Hiring Physicals            | -             | 500            | 0%           | 500                             |
| 01-422-6260    | Fuel                        | -             | 6,000          | 0%           | 6,000                           |
| 01-422-6400    | Radio Equipment             | -             | 1,500          | 0%           | 1,500                           |
| 01-422-7432    | Radios & Radio Equipment    | -             | 97,000         | 0%           | 97,000                          |
| 01-420-5001    | Dispatch Services-Contract  | -             | 30,000         | 0%           | 30,000                          |
| 01-420-5002    | Ambulance Services-Contract | 25,500        | 155,000        | 16%          | 129,500                         |
|                | <b>TOTAL FIRE</b>           | <b>51,354</b> | <b>459,449</b> | <b>11%</b>   | <b>408,095</b>                  |

**MARKETING DEPARTMENT**

|             |                             |              |               |           |               |
|-------------|-----------------------------|--------------|---------------|-----------|---------------|
| 01-450-2600 | Workers Comp Insurance      | -            | -             | -         | -             |
| 01-450-3301 | IT Services & Support       | 1,792        | 3,000         | 60%       | 1,208         |
| 01-450-3330 | Other Professional Services | -            | -             | -         | -             |
| 01-450-3410 | Web Site Maintenance        | -            | 1,200         | 0%        | 1,200         |
| 01-450-3413 | Marketing Expenses          | -            | 1,500         | 0%        | 1,500         |
| 01-450-3415 | Stage Maintenance           | -            | 1,500         | 0%        | 1,500         |
| 01-450-4100 | Public service              | -            | 690           | 0%        | 690           |
| 01-450-4110 | Sewer                       | -            | 250           | 0%        | 250           |
| 01-450-4303 | Building Maintenance        | -            | 250           | 0%        | 250           |
| 01-450-4304 | Alarm Monitoring            | -            | 620           | 0%        | 620           |
| 01-450-5100 | Postage                     | 151          | 550           | 27%       | 399           |
| 01-450-5200 | Liability Insurance         | 27           | 105           | 26%       | 78            |
| 01-450-5300 | Telephone                   | 204          | 1,235         | 17%       | 1,031         |
| 01-450-5400 | Advertising                 | -            | -             | -         | -             |
| 01-450-5411 | Madam Lou Bunch Event       | -            | -             | -         | -             |
| 01-450-5413 | Freedom Fest Event          | -            | -             | -         | -             |
| 01-450-5415 | Misc. Events                | -            | -             | -         | -             |
| 01-450-5416 | Business Events/Marketing   | -            | 40,000        | 0%        | 40,000        |
| 01-450-6110 | Office Supplies             | 42           | 686           | 6%        | 644           |
| 01-450-6112 | Photocopier Charges         | 299          | 850           | 35%       | 551           |
| 01-450-6114 | Software/Internet           | -            | 185           | 0%        | 185           |
|             | <b>TOTAL MARKETING</b>      | <b>2,515</b> | <b>52,621</b> | <b>5%</b> | <b>50,106</b> |

**CITY OF CENTRAL  
GENERAL FUND  
PRELIMINARY REVENUES EXPENDITURE REPORT  
AS OF February 29, 2012**

**GENERAL FUND TOTALS**

|                                 | <u>YTD</u> | <u>BUDGET</u> | <u>YTD %</u> | Excess/<br>(Deficiency) |
|---------------------------------|------------|---------------|--------------|-------------------------|
| TOTAL GENERAL FUND EXPENDITURES | 805,297    | 4,113,648     | 20%          | 3,299,847               |
| TOTAL GENERAL FUND REVENUES     | 643,673    | 4,373,326     | 15%          | (3,729,653)             |
| EXCESS (DEFICIENCY) OF REV/EXP  | (161,624)  | 259,678       |              | (429,806)               |

**CITY OF CENTRAL  
HISTORIC PRESERVATION FUND  
PRELIMINARY REVENUE EXPENDITURE REPORT  
AS OF February 29, 2012**

| <u>Account</u> | <u>Description</u>                    | <u>YTD</u>       | <u>BUDGET</u>  | <u>YTD %</u> | <u>Excess/<br/>(Deficiency)</u> |
|----------------|---------------------------------------|------------------|----------------|--------------|---------------------------------|
| 02-322-1000    | Grant Building Permit                 | -                | 1,500          |              | (1,500)                         |
| 02-334-1000    | State Grant/Revenues                  | -                | 400,000        | 0%           | (400,000)                       |
| 02-347-8001    | Visitors Center Revenue               | 315              | 5,000          | 6%           | (4,685)                         |
| 02-361-0000    | Interest on Investment                | 4                | 250            | 2%           | (246)                           |
| 02-390-1000    | Misc Income                           | -                | -              |              | -                               |
|                | <b>TOTAL REVENUES</b>                 | <b>319</b>       | <b>406,750</b> | <b>0%</b>    | <b>(404,931)</b>                |
| 02-451-4100    | PUBLIC SERVICE-VC                     | 1,042            | 3,740          | 28%          | 2,698                           |
| 02-451-4110    | Sewer and Sanitation                  | 49               | 200            | 25%          | 151                             |
| 02-451-4303    | BUILDING MAINTENANCE-VC               | 191              | 500            | 38%          | 309                             |
| 02-451-5100    | POSTAGE-VC                            | -                | 550            | 0%           | 550                             |
| 02-451-5200    | LIABILITY INSURANCE-VC                | 27               | 105            | 26%          | 78                              |
| 02-451-5300    | TELEPHONE-VC                          | 361              | 1,790          | 20%          | 1,429                           |
| 02-451-5405    | Classifieds-VC                        | -                | 300            | 0%           | 300                             |
| 02-451-5611    | CREDIT CARD PROCESSING FEES           | 20               | 1,000          | 2%           | 980                             |
| 02-451-6110    | OFFICE SUPPLIES/SMALL EQUIPMEN        | 127              | 685            | 19%          | 558                             |
| 02-451-6113    | INVENTORY-VC                          | -                | 5,000          | 0%           | 5,000                           |
| 02-451-6114    | SOFTWARE-VC                           | -                | 185            | 0%           | 185                             |
| 02-451-6115    | STATE SALES TAX TAX-VC                | 26               | 250            | 10%          | 224                             |
| 02-456-1100    | Salaries & Wages                      | 4,469            | 57,500         | 8%           | 53,031                          |
| 02-456-2100    | Health/Dental/Vision/D&YD             | 509              | 1,500          | 34%          | 991                             |
| 02-456-2200    | FICA/MdCare                           | 350              | 4,500          | 8%           | 4,150                           |
| 02-456-2210    | State Unemployment Tax                | -                | 200            | 0%           | 200                             |
| 02-456-2300    | 401k                                  | -                | 1,000          | 0%           | 1,000                           |
| 02-456-2600    | Worker's Compensation                 | 465              | 1,970          | 24%          | 1,505                           |
| 02-456-3000    | CONTRACT SERVICES                     | -                | 1,500          | 0%           | 1,500                           |
| 02-456-3201    | Training/ Seminars                    | -                | 3,000          | 0%           | 3,000                           |
| 02-456-3211    | STIPENDS                              | 550              | 4,200          | 13%          | 3,650                           |
| 02-456-3330    | Attorney-Legal                        | -                | 3,000          | 0%           | 3,000                           |
| 02-456-4304    | City Property-Rehabilitation          | 47,132           | 65,000         | 73%          | 17,868                          |
| 02-456-4335    | Cemetary Maintenance                  | -                | 15,000         | 0%           | 15,000                          |
| 02-456-5411    | Historic Tourism                      | 10,472           | 10,000         | 105%         | (472)                           |
| 02-456-5412    | CC Opera/Events                       | -                | 25,000         | 0%           | 25,000                          |
| 02-456-5413    | NonpProfits Events/Marketing          | -                | 15,000         | 0%           | 15,000                          |
| 02-456-5414    | Business Events/Marketing             | -                | 10,000         | 0%           | 10,000                          |
| 02-456-5700    | Dues & Subscriptions                  | -                | 100            | 0%           | 100                             |
| 02-456-6110    | Office Supplies                       | -                | 500            | 0%           | 500                             |
| 02-456-6112    | Photocopier Charges                   | -                | 850            | 0%           | 850                             |
| 02-456-7201    | Historic Property Acquisition         | -                | 65,000         | 0%           | 65,000                          |
| 02-456-7203    | Main St Streetscape                   | 408,239          |                |              |                                 |
| 02-456-8805    | Rehab Grants                          | 1,958            | 100,000        | 2%           | 98,042                          |
| 02-456-8808    | ROW/Improvement Projects              | -                | 7,500          | 0%           | 7,500                           |
|                | <b>TOTAL HP EXPENDITURES</b>          | <b>475,987</b>   | <b>406,625</b> | <b>117%</b>  | <b>338,877</b>                  |
|                | <b>TOTAL REVENUES</b>                 | <b>319</b>       | <b>406,750</b> | <b>0%</b>    | <b>(404,931)</b>                |
|                | <b>EXCESS (DEFICIENCY) OF REV/EXP</b> | <b>(475,668)</b> | <b>125</b>     |              | <b>(66,054)</b>                 |

**CITY OF CENTRAL  
DEBT SERVICE FUND  
PRELIMINARY REVENUE EXPENDITURE REPORT  
AS OF February 29, 2012**

| <u>Account</u>                        | <u>Description</u>             | <u>YTD</u>    | <u>BUDGET</u>  | <u>YTD %</u> | <u>Excess/<br/>(Deficiency)</u> |
|---------------------------------------|--------------------------------|---------------|----------------|--------------|---------------------------------|
| 40-311-0000                           | Specific Ownership Tax         | 1,112         | 15,600         | 7%           | (14,488)                        |
| 40-311-0001                           | Delinquent Tax/Int.            | -             | 400            | 0%           | (400)                           |
| 40-311-0002                           | Miscellaneous Tax              | -             | -              |              | -                               |
| 40-311-1000                           | Property Tax Revenues          | -             | 313,500        | 0%           | (313,500)                       |
| 40-318-3001                           | Device Fees-Add'l Tax #1       | 50,214        | 301,897        | 17%          | (251,683)                       |
| 40-318-3002                           | Tollgate Device Fees           | 14,659        | 85,290         | 17%          | (70,631)                        |
| 40-361-0000                           | Interest On Deposits           | 24            | 100            |              | (76)                            |
| 40-393-1001                           | Other Financing Source-Escrow  | -             | -              |              | -                               |
| <b>TOTAL REVENUES</b>                 |                                | <b>66,009</b> | <b>716,787</b> | <b>9%</b>    | <b>(650,778)</b>                |
| <b>EXPENDITURES</b>                   |                                |               |                |              |                                 |
| 40-471-8201                           | Short Term Loan Prin/Int       | 7,232         | 3,350          |              | (3,882)                         |
| 40-471-8205                           | GO Water Bonds 1981 princ      | -             | -              |              | -                               |
| 40-471-8208                           | GO Water Bonds Series 2010 Pri | -             | 420,000        | 0%           | 420,000                         |
| 40-471-8209                           | Excise Tax Bonds Series 2010 P | -             | 215,000        | 0%           | 215,000                         |
| 40-472-8209                           | GO Water Bonds, Series 2010 In | -             | 35,562         | 0%           | 35,562                          |
| 40-472-8210                           | Excise Tax Bonds, Series 2010  | -             | 15,963         | 0%           | 15,963                          |
| 40-475-3100                           | Trustee Fess & Services        | -             | 4,000          | 0%           | 4,000                           |
| 40-475-3101                           | Treasurer's Fees               | 300           | 7,000          | 4%           | 6,700                           |
| <b>TOTAL EXPENDITURES</b>             |                                | <b>7,532</b>  | <b>700,875</b> | <b>4%</b>    | <b>693,343</b>                  |
| <b>EXCESS (DEFICIENCY) OF REV/EXP</b> |                                | <b>58,477</b> | <b>15,912</b>  |              | <b>42,565</b>                   |

**CITY OF CENTRAL  
WATER FUND  
PRELIMINARY REVENUE EXPENDITURE REPORT  
AS OF February 29, 2012**

| <u>Account</u>             | <u>Description</u>      | <u>YTD</u>    | <u>BUDGET</u>  | <u>YTD %</u> | <u>Excess/<br/>(Deficiency)</u> |
|----------------------------|-------------------------|---------------|----------------|--------------|---------------------------------|
| 50-340-0001                | Hydrant Revenue         | 970           | 9,600          | 10%          | (8,630)                         |
| 50-340-0002                | Water Sales Residential | 51,285        | 297,600        | 17%          | (246,315)                       |
| 50-340-0003                | Water Sales Commercial  | 16,917        | 133,200        | 13%          | (116,283)                       |
| 50-340-0005                | Turn On/Off Fees        | -             | 200            | 0%           | (200)                           |
| 50-340-0006                | Tap Fees                | -             | -              |              | -                               |
| 50-340-0007                | Late Fees               | -             | 1,000          | 0%           | (1,000)                         |
| 50-361-1000                | Interest On Water Bills | -             | 100            | 0%           | (100)                           |
| 50-390-0000                | Miscellaneous Revenue   | -             | 500            | 0%           | (500)                           |
| <b>TOTAL WATER REVENUE</b> |                         | <b>69,172</b> | <b>442,200</b> | <b>16%</b>   | <b>(373,028)</b>                |

|             |                                 |        |         |     |        |
|-------------|---------------------------------|--------|---------|-----|--------|
| 50-433-1100 | Salaries & Wages                | 16,051 | 103,600 | 15% | 87,549 |
| 50-433-1300 | Overtime                        | 236    | 2,000   | 12% | 1,764  |
| 50-433-2100 | Insurance Benefits              | 1,934  | 11,600  | 17% | 9,666  |
| 50-433-2200 | Payroll Taxes                   | 1,220  | 7,925   | 15% | 6,705  |
| 50-433-2210 | State Unemployment Tax          | -      | 300     | 0%  | 300    |
| 50-433-2300 | 401k                            | 639    | 4,150   | 15% | 3,511  |
| 50-433-2400 | Training/Seminars               | 835    | 3,000   | 28% | 2,165  |
| 50-433-2600 | Workers Comp Insurance          | 838    | 3,966   | 21% | 3,128  |
| 50-433-3300 | Ramey-Professional Services     | -      | -       |     | -      |
| 50-433-3301 | IT Maintenance                  | 2,198  | 3,000   | 73% | 802    |
| 50-433-3330 | General Legal (centci.001)      | 56     | 7,500   | 1%  | 7,444  |
| 50-433-3331 | Temp Supply Plan (centci.006)   | 56     | -       |     | (56)   |
| 50-433-3334 | Forest Service ROW(centci.003)  | -      | 2,000   | 0%  | 2,000  |
| 50-433-3335 | Augmentation Case (centci.007)  | -      | -       |     | -      |
| 50-433-3342 | Agr. Ditch (centci.037)         | 23     | -       |     | (23)   |
| 50-433-3353 | Water Rights Acq. (centci.005)  | -      | -       |     | -      |
| 50-433-3356 | Frei Water Contract (.068)      | -      | 7,000   | 0%  | 7,000  |
| 50-433-3391 | General Water Eng.              | 2,136  | 8,000   | 27% | 5,864  |
| 50-433-3392 | Gilpin School (centci.029)      | -      | 2,500   | 0%  | 2,500  |
| 50-433-3395 | Wetlands Mitigation (centi.052) | -      | -       |     | -      |
| 50-433-3398 | New Water Leases                | -      | 4,000   | 0%  | 4,000  |
| 50-433-3399 | Distribution Assessment         | -      | 70,000  | 0%  | 70,000 |
| 50-433-3400 | Aquapura Surface Water Rights   | -      | -       |     | -      |
| 50-433-3401 | Raw Water Assessment            | -      | 15,000  | 0%  | 15,000 |
| 50-433-3432 | Water Accounting/Admin          | 4,140  | 30,500  | 14% | 26,360 |
| 50-433-3433 | Comp Modeling/Engineering       | -      | 2,000   | 0%  | 2,000  |
| 50-433-3434 | Forest Service Study            | -      | -       |     | -      |
| 50-433-3435 | Opposition to Water Rights      | 230    | 18,000  | 1%  | 17,770 |
| 50-433-3495 | Water Rights/Engineering        | -      | 8,000   | 0%  | 8,000  |
| 50-433-3496 | BH Trial Prep                   | -      | 30,000  | 0%  | 30,000 |
| 50-433-3497 | BH Water Project/Fed Reserve    | -      | 10,000  | 0%  | 10,000 |
| 50-433-4100 | Public Service/Utilities        | 5,941  | 43,900  | 14% | 37,959 |
| 50-433-4250 | Chemical Testing                | 1,080  | 6,300   | 17% | 5,220  |
| 50-433-4301 | Repairs & maintenance           | -      | -       |     | -      |
| 50-433-4303 | Building Maintenance            | -      | 6,300   | 0%  | 6,300  |
| 50-433-4309 | Vehicle Maintenance             | 569    | 5,000   | 11% | 4,431  |

**CITY OF CENTRAL  
WATER FUND  
PRELIMIANRY REVENUE EXPENDITURE REPORT  
AS OF February 29, 2012**

| <u>Account</u>                        | <u>Description</u>              | <u>YTD</u>    | <u>BUDGET</u>    | <u>YTD %</u> | <u>Excess/<br/>(Deficiency)</u> |
|---------------------------------------|---------------------------------|---------------|------------------|--------------|---------------------------------|
| 50-433-4350                           | Spring Line-Collection Line Re  | -             | -                |              | -                               |
| 50-433-4351                           | Pump Station Maintenance        | 83            | 15,000           | 1%           | 14,917                          |
| 50-433-4352                           | Tools & Supplies                | -             | 2,000            | 0%           | 2,000                           |
| 50-433-4353                           | Plant Repairs                   | 2,535         | 15,000           | 17%          | 12,465                          |
| 50-433-4354                           | Distribution                    | 306           | 30,000           | 1%           | 29,694                          |
| 50-433-4355                           | Reservoir Maintenance           | -             | 3,000            | 0%           | 3,000                           |
| 50-433-4356                           | Meter Maintenance               | 1,852         | 3,000            | 62%          | 1,148                           |
| 50-433-4357                           | Fire Hydrant Repair/Maintenance | 795           | 1,000            | 80%          | 205                             |
| 50-433-4401                           | Ditch Fees                      | -             | 22,500           | 0%           | 22,500                          |
| 50-433-4501                           | CO PUBLIC WATER SYSTEM          | -             | 300              | 0%           | 300                             |
| 50-433-5100                           | Postage                         | -             | 500              | 0%           | 500                             |
| 50-433-5200                           | Liability Insurance             | 2,907         | 11,489           | 25%          | 8,582                           |
| 50-433-5300                           | Telephone                       | 446           | 2,800            | 16%          | 2,354                           |
| 50-433-5301                           | Cell Phones                     | 150           | 1,000            | 15%          | 850                             |
| 50-433-5410                           | Classifieds                     | -             | 550              | 0%           | 550                             |
| 50-433-5611                           | Credit Card Processing Fees     | 48            | 750              | 6%           | 702                             |
| 50-433-5700                           | Dues & Subscriptions            | 37            | 2,000            | 2%           | 1,963                           |
| 50-433-5701                           | Licensing & Maintenance         | -             | 4,500            | 0%           | 4,500                           |
| 50-433-5800                           | Travel                          | -             | -                |              | -                               |
| 50-433-6110                           | Office Supplies                 | 49            | 685              | 7%           | 636                             |
| 50-433-6111                           | Stationary/Forms                | 50            | 100              | 50%          | 50                              |
| 50-433-6112                           | Photocopier Charges             | 299           | 850              | 35%          | 551                             |
| 50-433-6113                           | Small Equipment                 | -             | 3,000            | 0%           | 3,000                           |
| 50-433-6114                           | Software/Internet               | 960           | 600              | 160%         | (360)                           |
| 50-433-6115                           | Uniforms                        | -             | 750              | 0%           | 750                             |
| 50-433-6260                           | Fuel                            | -             | 1,000            | 0%           | 1,000                           |
| 50-433-6270                           | Chemicals                       | 918           | 10,000           | 9%           | 9,082                           |
| 50-433-7001                           | Depreciation Expense            | -             | -                |              | -                               |
| 50-433-7420                           | Bulk Water Fill Station         | -             | 1,200            | 0%           | 1,200                           |
| 50-433-7421                           | Plant Capital Repairs/Imprvmt   | 14,166        | 60,000           | 24%          | 45,834                          |
| 50-433-7422                           | Residential Meters/Installatio  | 168           | 30,000           | 1%           | 29,832                          |
| 50-433-7423                           | Commercial Meters/Installation  | -             | -                |              | -                               |
| 50-433-7424                           | Backwash/Sanitary Lines         | -             | 30,000           | 0%           | 30,000                          |
| 50-433-7425                           | Radio Read Software & Device    | -             | -                |              | -                               |
| 50-433-7431                           | Computers & Software            | 1,496         | 13,750           | 11%          | 12,254                          |
| 50-433-8900                           | Bad Debts                       | -             | 100              | 0%           | 100                             |
| <b>TOTAL WATER</b>                    |                                 | <b>65,447</b> | <b>682,965</b>   | <b>10%</b>   | <b>617,518</b>                  |
| <b>TOTAL REVENUES</b>                 |                                 | <b>69,172</b> | <b>442,200</b>   | <b>16%</b>   | <b>(373,028)</b>                |
| <b>EXCESS (DEFICIENCY) OF REV/EXP</b> |                                 | <b>3,725</b>  | <b>(240,765)</b> |              |                                 |



**CITY OF CENTRAL  
CITY COUNCIL MEETING  
February 21, 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 February 7, 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  
Fire Chief Allen

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 February 9 and 16; the January Monthly Report; and the City Council minutes of February 7, 2012. Alderman Voorhies seconded and, without discussion, the motion carried unanimously.

**PUBLIC FORUM/AUDIENCE PARTICIPATION**

No one requested time to address the Council.

**LIQUOR LICENSE AUTHORITY**

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

Alderman Spain moved to approve the renewal of CC Gaming LLC dba Johnny Z's Casino at 132 Lawrence for a Hotel and Restaurant Liquor License effective April 19, 2012. Alderman Giancola seconded and, without discussion, the motion carried unanimously.

Alderman Voorhies moved to approve the renewal of Doc Holliday Casino II LLC dba Doc Holliday Casino at 129-131 Main Street for a Tavern Liquor License effective April 22, 2012. Alderman Spain 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**

### Proclamation for Girl Scouts

Mayor Engels presented a Girl Scouts Centennial Proclamation recognizing and honoring the Girl Scouts for 100 years of leadership and expertise as the voice for and of girls, and to proudly proclaim 2012 as "Year of the Girl in the State of Colorado".

### GCHS Wash Hall Employee Pay Increase Request

Finance Director Flowers gave the background as follows: through 2011 the City and the Gilpin County Historical Society (GCHS) joined together in an effort to have more historical activities available for City visitors. To that end, the City leased a portion of Washington Hall to the Historical Society so that they could have a museum display area open during the winter months. The City agreed to provide the funding for the docent that they would have working in the museum as the expense to GCHS of doing so was cost prohibitive. It was agreed that the docent would be paid the same wage as that of the City's Visitors Center employees which is \$10.00 per hour. The funding for this docent is budgeted out of the Historic Preservation Fund, Historic Tourism and Non-profit line items.

At the January board meeting of the GCHS, they voted to give their docents an increase in wages of \$.50 per hour. GCHS is asking Council to consider covering the cost of the Washington Hall docent's increase in 2012. The cost to the City for the Washington Hall docent is \$25,287 for 2012 based on the increased hours and days of operation. This \$.50 per hour increase is an additional \$1,264.33 per year. The City did not budget for this increase and was not aware that the GCHS intended to give an increase.

Mayor Engels stated that City staff did not receive an increase in wages for 2012 and the GCHS did not ask for this increase in advance of their decision.

Alderman Giancola moved to deny the request for the GCHS pay increase request. Alderman Voorhies seconded and, without discussion, the motion carried unanimously.

### 2012 Grant Program

CDD/HPO Thompson gave information as follows: last year, the City provided grants to 11 property owners for repairs to buildings in the community. There were 8 minor grants and 3 significant grants. A significant grant is over \$10,000. The total amount budgeted was \$100,000. Last year, Council placed increased emphasis on life, safety and welfare requests over aesthetic issues.

This year, the 2012 budget for grants again provides for \$100,000 from the Historic Preservation Fund 02-456-8805. Some proposed changes, include:

- Program name change (to 2012 Grant Program)
- Claw back provision
- Victorian Landmark restoration addition
- Criteria addition
- More details for exceptions

At their February 8, 2012 meeting, the Historic Preservation Commission reviewed and approved the proposed changes. The 2012 timeline for applications will have a due date of March 30<sup>th</sup>.

Alderman Spain moved to approve the 2012 Grant Program with the name change, the claw back provision, the Victorian Landmark restoration addition, criteria addition, and exceptions as presented. Alderman Giancola seconded and, without discussion, the motion carried unanimously.

Resolution No. 12-03: *A resolution of the City Council of the City of Central, Colorado approving a Professional Services Agreement with JVA, Inc. for engineering services.*

Operation Director Kisselman explained that JVA Inc. is an engineering firm located in Boulder with satellite offices in Winter Park and Ft. Collins. There is no retainer fee for this agreement. Fees are collected based on the on call services provided as shown in the agreement and billing rate schedule. Our previous company, SEH, has been providing the on call services for the last three years. Staff interviewed several other firms and was very pleased with the qualifications and services JVA has to offer. JVA also recently completed work for the City in a timely, cost effective, and professional manner.

Alderman Spain moved to approve Resolution No. 12-03: A resolution of the City Council of the City of Central, Colorado approving a Professional Services Agreement with JVA, Inc. for engineering services. Alderman Giancola seconded and, without discussion, the motion carried unanimously.

#### Purchase Order for 3 PD Chevy Tahoe Vehicles

Police Chief Krelle explained that when the 2012 budget was adopted, it included \$40,000 for lease payments for the lease purchase of replacement police vehicles. Staff has obtained pricing via the State Bid system for three Special Service Chevy Tahoes. By purchasing these vehicles, we will be able to return to an all four wheel drive fleet. We will be auctioning off 2 marked Impalas and one Hummer H3 upon the arrival of the new vehicles. These new vehicles will be obtained via a Lease/Purchase through Ally Financing with the actual lease document to be presented for Council approval in the near future. The total cost of the lease purchase will be \$95,499 spread out over 3 years. This early approval will allow for the vehicles to be ordered at this time as there is a 60 day turnaround for delivery of the vehicles.

Alderman Spain moved to approve the Purchase Order for lease of 3 Chevy Tahoe Special Service vehicles from Mike Shaw Auto. Alderman Voorhies seconded and, without discussion, the motion carried unanimously.

#### **STAFF REPORTS**

Finance Director Flowers stated that she is working on 2012 Event Schedule and expects to have some finalized dates from the BID next week.

Operations Director Kisselman stated that he has filled two Maintenance Worker positions with employees that have excellent experience and qualifications.

Chief Krelle stated that the Police Department has a new Officer in training.

**COUNCIL COMMENTS**

Alderman Voorhies stated that she has had questions from citizens:

- Water rates and the cost to produce—Finance Director Flowers stated it costs the City \$15 to produce 1,000 gallons.
- Drainage on Main Street—Operations Director Kisselman explained that there is drainage that we expect to be adequate. This last week there was a water line break that caused water to run down Main Street and due to the recent snow event the drainage was iced over. This was a combination of events that going forward should not be a problem.
- Parkway costs for maintenance and repair—Manager Lanning stated that we have several years of deferred maintenance and repair on the Parkway that with current staff we plan to self perform some of the problem areas to keep cost down.

Alderman Lee asked about the crack seal work on the Parkway. Operations Director Kisselman explained that the company that is doing that work will continue to redo any crack seal that did not take as the weather improves. The next step for maintenance will be chip seal at a cost of 1 million and a full overlay at 3-5 million. Manager Lanning stated that these projects are in the plan as we retire bond debt in the next few years.

Mayor Engels reminded Council to attend Court dates as provided by staff as we will be appointing a new Municipal Judge in the near future.

**PUBLIC FORUM/AUDIENCE PARTICIPATION**

Jim Voorhies, 325 Spring Street, gave information about a reunion event in Denver in 2013 for Navy veterans in celebration of the USS Enterprise which at 51 years old is the oldest commissioned ship in the US Naval Fleet. There is expected to be 200-300 attendees. Mr. Voorhies asked Council to consider doing a proclamation and welcome banner for this event and stated the he will bring more detailed information to the City prior to the 2013 event season.

Hearing no further business, Mayor Engels adjourned the meeting at 7:59 p.m.  
The next regular Council meeting is scheduled for March 6, 2012 at 7:00 p.m.

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Ronald E. Engels, Mayor

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Reba Bechtel, City Clerk



# AGENDA ITEM # 7

## CITY COUNCIL COMMUNICATION FORM

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**FROM:** Reba Bechtel, City Clerk

**DATE:** March 20, 2012

**ITEM:** Renewal of CC Tollgate LLC dba Century Casino at 102 Main Street for a Hotel and Restaurant Liquor License effective June 1, 2012

**NEXT STEP:** Council Motion

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ORDINANCE  
 MOTION  
 INFORMATION

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- I. **REQUEST OR ISSUE:** Staff is requesting Council approval for the renewal of CC Tollgate LLC dba Century Casino at 102 Main Street for a Hotel and Restaurant Liquor License effective June 1, 2012
- II. **RECOMMENDED ACTION / NEXT STEP:** Approve renewal as stated above.
- III. **FISCAL IMPACTS:** N/A
- IV. **BACKGROUND INFORMATION:** The Police Chief has given his approval.
- V. **LEGAL ISSUES:** None
- VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** None
- VII. **SUMMARY AND ALTERNATIVES:**  
Council may take one of the following actions:
  1. Move to approve the renewal.
  2. Move to deny the renewal.



**LIQUOR OR 3.2 BEER LICENSE  
 RENEWAL APPLICATION**

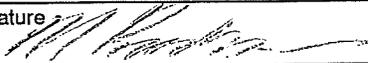
CC TOLLGATE LLC  
 CENTURY CASINO  
 PO BOX 307  
 CENTRAL CITY CO 80427

|   |                      |
|---|----------------------|
| License Number<br>42-33022-0000                     | License Type<br>1970 |
| Liability Information<br>60 005 713210 B 060206     |                      |
| Business Location<br>102 MAIN ST<br>CENTRAL CITY CO |                      |
| Current License Expires<br>JUN 01, 2012             |                      |
| <b>DEPARTMENTAL USE ONLY</b>                        |                      |
| Total Amount Due                                    |                      |
| Total Paid<br>\$                                    | Date                 |

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

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

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

| OATH OF APPLICANT  |                                   |                                |
|--|-----------------------------------|--------------------------------|
| I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge.   |                                   |                                |
| Authorized Signature<br>  | Date<br>2/25/12                   | Business Phone<br>303-582-5050 |
| Title<br>General Manager   | Sales Tax Number<br>42-33022-0000 |                                |
| REPORT AND APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY  |                                   |                                |
| The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S.<br><b>THEREFORE THIS APPLICATION IS APPROVED.</b> |                                   |                                |
| Local Licensing Authority for  |                                   | Date                           |
| Signature  | Title                             | Attest                         |

DO NOT DETACH

DO NOT DETACH

DO NOT DETACH

**LIQUOR OR 3.2 BEER LICENSE  
 RENEWAL APPLICATION**

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your banking account electronically.

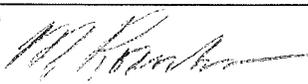
21

|  |   |  |  |
|--|---|--|--|
| Business Name<br>CENTURY CASINO  | LICENSE NUMBER (Use for all reference)<br>42-33022-0000 |  | PERIOD<br>06-13                            |
| TYPE OF LICENSE ISSUED<br>HOTEL AND RESTAURANT<br>LIQUOR LICENSE - MALT,<br>VINOUS, AND SPIRITUOUS | CASH FUND<br>2320-100(999)<br>\$ 50.00                  | STATE FEE<br>1970-750(999)<br>\$ 25.00 | CITY 85% OAP<br>2180-100(999)<br>\$ 425.00 |

SUB-TOTAL \$ 500.00  
 ADD \$100.00 TO RENEW RETAIL WAREHOUSE STORAGE PERMIT 2210-100(999) \$ \_\_\_\_\_  
**TOTAL AMOUNT DUE \$ 500.00**

## ATTACHMENT TO LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

**This page must be completed and attached to your signed renewal application form.  
 Failure to include this page with the application may result in your license not being renewed.**

|  |  |   |   |
|--|--|---|---|
| Trade Name of Establishment<br><i>Century Casino</i>   |  | State License Number<br><i>42-33022-0000</i>  |   |
| 1. Operating Manager<br><i>Mickey Rosenbaum</i>  |  | Home Address<br><i>Littleton CO 80123</i><br><i>7700 West Grant Ranch Blvd #60C</i> |   |
|  |  | Date of Birth<br><i>4/16/51</i>   |   |
| 2. Do you have legal possession of the premises for which this application for license is made?<br>Are the premises <u>owned</u> or rented: <u>owned</u> If rented, expiration date of lease: _____  |  |   | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 3. Has there been any change in financial interest (new notes, loans, owners, etc.) since the last annual application? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders or owners, (other than licensed financial institutions) are materially interested.   |  |   | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| 4. Since the date of filing of the last annual application, has the applicant, or any of its agents, owners, managers, principals, or lenders (other than licensed financial institutions), been convicted of a crime? If yes, attach a detailed explanation.  |  |   | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| 5. Since the date of filing of the last annual application, has the applicant, or any of its agents, owners, managers, principals, or lenders (other than licensed financial institutions), been denied an alcoholic beverage license, had an alcoholic beverage license suspended or revoked, or had interest in any entity that had an alcoholic beverage license denied, suspended or revoked? If yes, attach a detailed explanation.   |  |   | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| 6. Does the applicant, or any of its agents, owners, managers, principals, or lenders (other than licensed financial institutions), have a direct or indirect interest in any other Colorado liquor license (include loans to or from any licensee, or interest in a loan to any licensee)? If yes, attach a detailed explanation.   |  |   | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| <b>7. Corporation or Limited Liability Company (LLC) or Partnership applicants must answer these questions.</b>  |  |   |   |
| <b>Since the date of filing of the last annual license application:</b>  |  |   |   |
| (a) Are there, or have there been: any officers or directors; or managing members; or general partners added to or deleted from applicant for renewal of a 3.2 beer or liquor license?   |  |   | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| (b) Are there or have there been: any stockholders with 10% or more of the issued stock of the Corporation; or any members with 10% or more membership interest in the LLC; or any partners with 10% or more interest in the partnership added to or deleted from the applicant for renewal of a 3.2 beer or liquor license?   |  |   | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| (c) If Yes to (a) or (b), complete and attach Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, and all supporting documentation, and fees your Local Licensing Authority immediately.  |  |   |   |
| <b>8. Sole proprietorships, Husband-Wife Partnerships or Partners in General Partnerships:</b>   |  |   |   |
| <b>EVIDENCE OF LAWFUL PRESENCE</b>   |  |   |   |
| Each person identified above must complete and sign the following affidavit. Please make additional copies if necessary. Each person must also provide a copy of their driver's license or state issued identification card.   |  |   |   |
| In lieu of form DR 4679, the undersigned swears or affirms under penalty of perjury under the laws of the State of Colorado that (check one):  |  |   |   |
| <input checked="" type="checkbox"/> I am a United States Citizen   |  |   |   |
| <input type="checkbox"/> I am not a United States Citizen but I am a Permanent Resident of the United States   |  |   |   |
| <input type="checkbox"/> I am not a United States Citizen but I am lawfully present in the United States pursuant to Federal Law   |  |   |   |
| <input type="checkbox"/> I am a foreign national not physically present in the United States   |  |   |   |
| I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, or fraudulent statement or misrepresentation in this sworn affidavit is punishable under the criminal laws of Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received. |  |   |   |
| Signature<br>   |  | Printed name<br><i>Mickey Rosenbaum</i>   |   |
|  |  | Date<br><i>5/20/12</i>  |   |

To: Reba Bechtel  
City Clerk

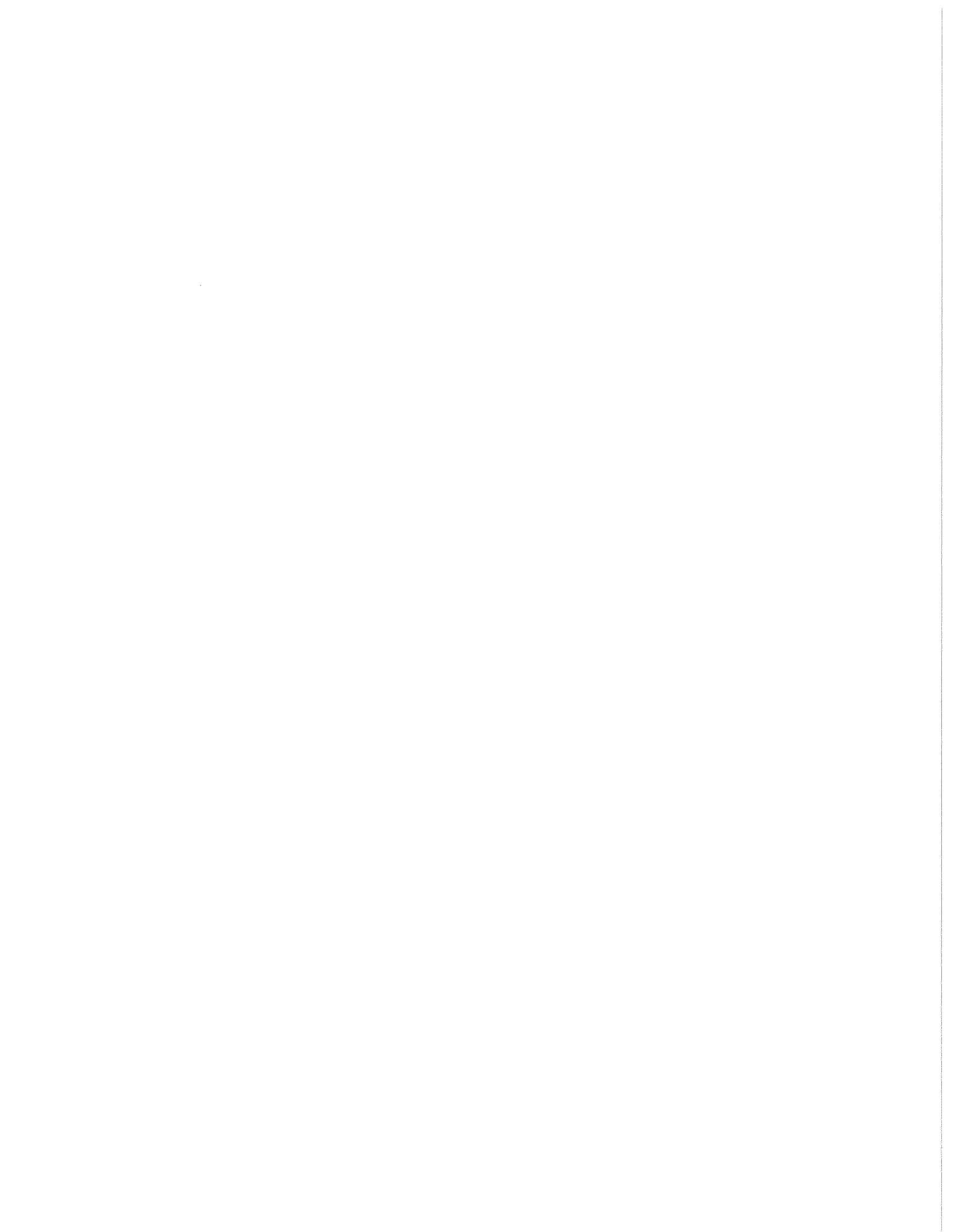
From: T. Krelle  
Chief of Police

Date: March 18, 2012

Subj: Liquor License Renewal for Century Casino

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A check of police records for the above establishment shows no Liquor Law violations for the previous licensing period. I, therefore, recommend renewal of the liquor license.





## AGENDA ITEM # 8

### CITY COUNCIL COMMUNICATION FORM

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**FROM:** Reba Bechtel, City Clerk

**DATE:** March 20, 2012

**ITEM:** Modification of Premise for Central City Opera House Association dba Teller House at 120 Eureka Street

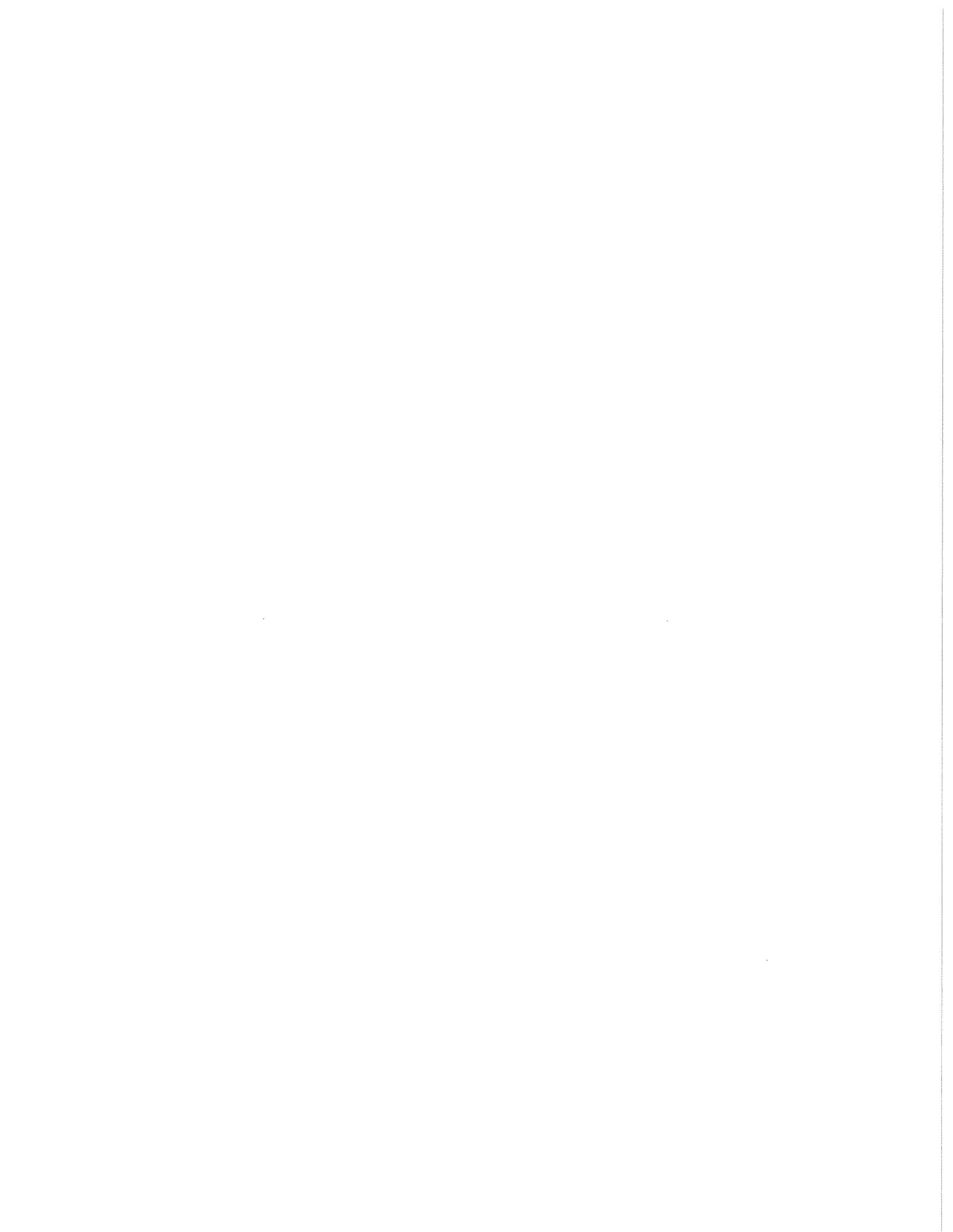
**NEXT STEP:** Council Motion

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ORDINANCE  
 MOTION  
 INFORMATION

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- I. **REQUEST OR ISSUE:** Staff is requesting Council approval for Modification of Premise for Central City Opera House Association dba Teller House at 120 Eureka
- II. **RECOMMENDED ACTION / NEXT STEP:** Approve request as stated above
- III. **FISCAL IMPACTS:** N/A
- IV. **BACKGROUND INFORMATION:** This modification adds the Opera House and Opera Patio Garden
- 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 request.
  2. Move to deny the request.





STORAGE PERMIT  
CHANGE TRADE NAME OR CORPORATE NAME  
CHANGE OF LOCATION

**5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit**

**Retail Warehouse Permit for:**

- On-Premises Licensee (Taverns, Restaurants etc.)
- Off-Premises Licensee (Liquor stores)

**Wholesalers Branch House Permit**

Address of storage premise: \_\_\_\_\_

City \_\_\_\_\_, County \_\_\_\_\_, Zip \_\_\_\_\_

Attach a deed/ lease or rental agreement for the storage premises.  
Attach a detailed diagram of the storage premises.

**6. Change of Trade Name or Corporation Name**

- Change of Trade name / DBA only
- Corporate Name Change (Attach the following supporting documents)
  1. Certificate of Amendment filed with the Secretary of State, or
  2. Statement of Change filed with the Secretary of State, and
  3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.

|                    |                    |
|--------------------|--------------------|
| Old Trade Name     | New Trade Name     |
| Old Corporate Name | New Corporate Name |

**7. Change of Location**

**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.

Date filed with Local Authority \_\_\_\_\_ Date of Hearing \_\_\_\_\_

(a) Address of current premises \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ Zip \_\_\_\_\_

(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)

Address \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ Zip \_\_\_\_\_

(c) New mailing address if applicable.

Address \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

(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.

CHANGE OF MANAGER

**8. Change of Manager or to Register the Manager of a Tavern or a Hotel and Restaurant liquor license.**

(a) Change of Manager (attach Individual History DR 8404-I H/R and Tavern only)

Former manager's name \_\_\_\_\_

New manager's name \_\_\_\_\_

(b) Date of Employment \_\_\_\_\_

Has manager ever managed a liquor licensed establishment?..... Yes  No

Does manager have a financial interest in any other liquor licensed establishment?..... Yes  No

If yes, give name and location of establishment \_\_\_\_\_

**9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility**

NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.

(a) Describe change proposed MODIFICATION ADDS OPERA  
HOUSE AND OPERA PATIO GARDEN

(b) If the modification is temporary, when will the proposed change:

Start \_\_\_\_\_ (mo/day/year) End PERMANET (mo/day/year)

NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00

(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?

(If yes, explain in detail and describe any exemptions that apply) ..... Yes  No

(d) Is the proposed change in compliance with local building and zoning laws?..... Yes  No

(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises?

..... N/A ..... Yes  No

(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.

(g) Attach any existing lease that is revised due to the modification.

MODIFY PREMISES OR ADDITION OF OPTIONAL PREMISES OR RELATED FACILITY

**OATH OF APPLICANT**

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

|  |                                |                         |
|--|--------------------------------|-------------------------|
| Signature<br> | Title<br><u>Teller MANAGER</u> | Date<br><u>2-9-2012</u> |
|--|--------------------------------|-------------------------|

**REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY / COUNTY)**

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. **THEREFORE, THIS APPLICATION IS APPROVED.**

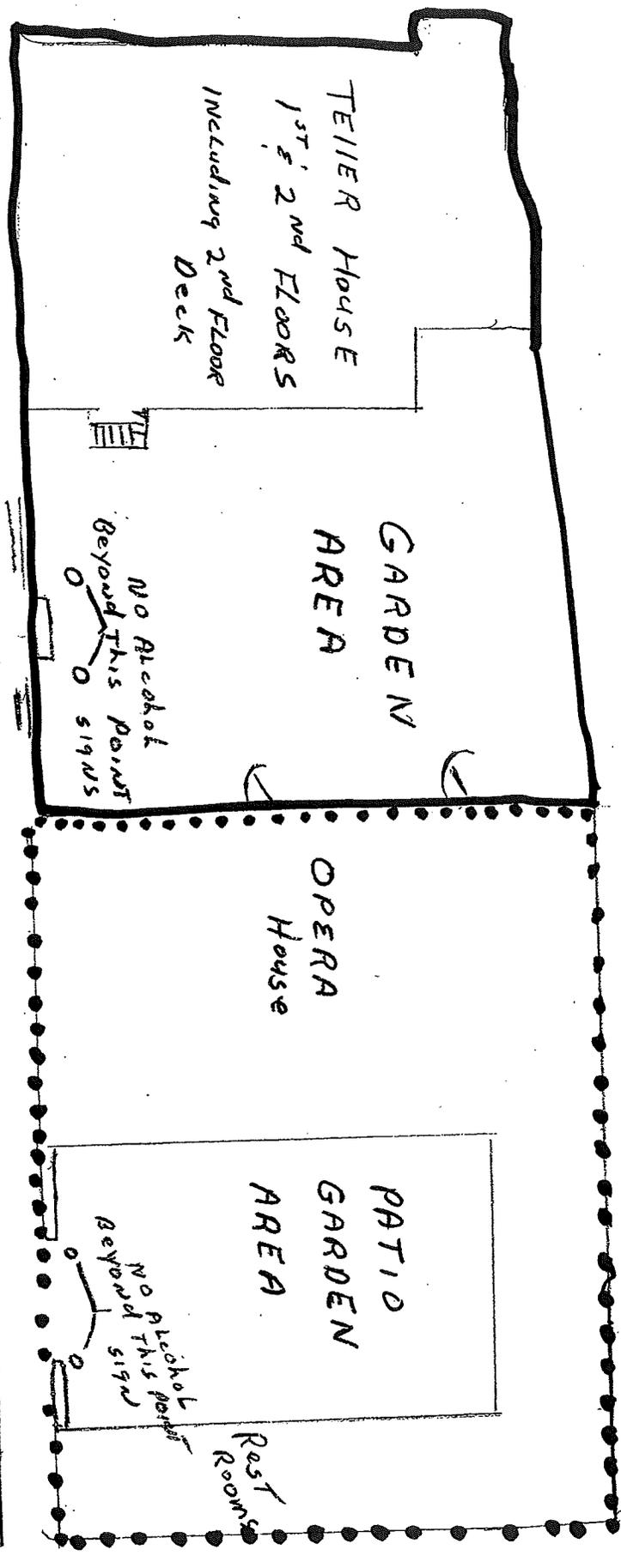
|  |                                 |
|--|---------------------------------|
| Local Licensing Authority (City or County) | Date filed with Local Authority |
|--|---------------------------------|

|           |       |      |
|-----------|-------|------|
| Signature | Title | Date |
|-----------|-------|------|

**REPORT OF STATE LICENSING AUTHORITY**

The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.

|           |       |      |
|-----------|-------|------|
| Signature | Title | Date |
|-----------|-------|------|



— EXISTING PREMISE

..... PROPOSED MODIFICATION



## **AGENDA ITEM # 9**

### **CITY COUNCIL COMMUNICATION FORM**

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**FROM:** Kent Kisselman, Operations Director

**DATE:** March 20, 2012

**ITEM:** A Motion Approving the purchase of a S185 Bobcat Skid-Steer Loader with bucket and grader attachments in the amount of \$32,789.00.

**NEXT STEP:** A Motion Approving the purchase of an S185 Bobcat Skid-Steer Loader with bucket and grader attachments in the amount of \$32,789.00.

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ORDINANCE  
 MOTION  
 INFORMATION

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**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 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 determined that one piece of equipment that is needed is a new Skid-Steer Loader (Bobcat).

As the Public Works Department already has a number of attachments for a Bobcat brand Skid-Steer loader, the most cost effective option was to purchase another Bobcat brand Skid-Steer loader so that all of the equipment can be used. There is only one Bobcat dealer in the state and therefore, this is a sole source purchase in accordance with Section 4-247. As this purchase is over \$25,000, staff is requesting Council to approve the purchase of the Bobcat Skid-Steer loader and attachments for \$32,789.00

**II. RECOMMENDED ACTION / NEXT STEP:**

Make a motion approving the purchase of an S185 Bobcat Skid-Steer Loader with bucket and grader attachments in the amount of \$32,789.00.

**III. FISCAL IMPACTS:**

The total amount of the purchase is \$32,789.00. Funding for this 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).

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        |                             |
| Medved Trucks Purchases      | \$ 34,095.10        |                             |
| <u>Bobcat Skid-Steer</u>     | <u>\$ 32,789.00</u> |                             |
| Total Expenditures           | \$153,840.71        | <b>Remaining \$4,159.29</b> |

**IV. BACKGROUND INFORMATION:**

The City's previous Bobcat Skid-Steer loader was a 1992 and was not in very good working condition. Staff had it auctioned off and received a total of \$4,830 for it.

**V. LEGAL ISSUES:**

None

**VI. CONFLICTS OR ENVIRONMENTAL ISSUES:**

None

**VII. SUMMARY AND ALTERNATIVES:**

Council may take one of the following actions:

- Approve as presented
- Deny
- Amend



## Product Quotation

Quotation Number: 8072E08156

Date: 2012-02-08 18:05:33

| Ship to  | Bobcat Dealer  | Bill To  |
|--|--|--|
| CENTRAL CITY PUBLIC WORKS<br>Attn: JOE BRACCIO<br><br>CENTRAL CITY, CO | Bobcat of the Rockies, LLC,<br>Golden, CO<br>15680 WEST SIXTH AVENUE<br>GOLDEN CO 80401<br>Phone: 303-216-1402<br>Fax: 303-216-1393<br><br>-----<br>Contact: Rodney Lewis<br>Phone: (303) 216-1402<br>Fax: (303) 216-1393<br>Cellular: 303-356-7428<br>E Mail:<br>rodneyl@bobcatoftherockies.com | CENTRAL CITY PUBLIC WORKS<br>Attn: JOE BRACCIO<br><br>CENTRAL CITY, CO |

| Description   | Part No   | Qty | Price Ea.   | Total                |
|---|---|-----|-------------|----------------------|
| <b>S185 Bobcat Skid-Steer Loader</b>                            | M0009   | 1   | \$32,467.00 | \$32,467.00          |
| 61 HP Turbo Interim Tier IV Diesel Engine                       | Lift Path: Vertical                                       |     |             |                      |
| Auxiliary Hydraulics: Variable Flow                             | Lights, Front & Rear                                      |     |             |                      |
| Backup Alarm  | Operator Cab  |     |             |                      |
| Bob-Tach  | Includes: Adjustable Cushion Seat, Dome Light,            |     |             |                      |
| Bobcat Interlock Control System (BICS)                          | Electrical Power Port, Interior Cab Foam, Top & Rear      |     |             |                      |
| Controls: Bobcat Standard                                       | Windows, Parking Brake, Seat Bar, Seat Belt               |     |             |                      |
| Engine/Hydraulic Systems Shutdown                               | Roll Over Protective Structure (ROPS) meets SAE-J1040     |     |             |                      |
| Glow Plugs (Automatically Activated)                            | & ISO 3471  |     |             |                      |
| Horn  | Falling Object Protective Structure (FOPS) meets SAE-     |     |             |                      |
| Instrumentation: Engine Temp, Fuel, Hourmeter Gauges and        | J1043 & ISO 3449, Level I; (Level II is available through |     |             |                      |
| Warning Lights  | Bobcat Parts)   |     |             |                      |
| Lift Arm Support  | Tires: 10-16.5, 8 PR, Bobcat Standard Duty                |     |             |                      |
|   | Spark Arrestor Muffler                                    |     |             |                      |
|   | Warranty: 12 Months, Unlimited Hours                      |     |             |                      |
| Two Speed, Engine Block Heater                                  | M0009-P01-F20   | 1   | \$1,566.00  | \$1,566.00           |
| H31 Option Package  | M0009-P01-H31   | 1   | \$2,273.00  | \$2,273.00           |
| Cab Enclosure with Heat   | Cab Accessory Harness                                     |     |             |                      |
| Suspension Seat   |   |     |             |                      |
| 68" Low Profile Bucket  | 6731418   | 1   | \$963.00    | \$963.00             |
| --- Bucket Bite Tooth Bar, 66" & 68"                            | 6905315   | 1   | \$568.00    | \$568.00             |
| Grader, 84"   | 6906480   | 1   | \$7,716.00  | \$7,716.00           |
| --- Attachment Control Kit, 7-Pin (G- and K-Series)             | 6733142   | 1   | \$152.00    | \$152.00             |
| <b>Total of Items Quoted</b>                                    |   |     |             | <b>\$45,705.00</b>   |
| Dealer P.D.I.   |   |     |             | <b>\$500.00</b>      |
| Freight Charges   |   |     |             | <b>\$1,050.00</b>    |
| 1% Warranty Escrow  |   |     |             | <b>\$307.00</b>      |
| Delivery Charges to Central City                                |   |     |             | <b>\$200.00</b>      |
| Discount MUNICIPAL MAXIMUM DISCOUNT 18%+18% =36%<br>before cost |   |     |             | <b>(\$14,973.00)</b> |
| <b>Quote Total - US dollars</b>                                 |   |     |             | <b>\$32,789.00</b>   |

**Notes:**

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer must exercise his purchase option within 30 days from quote date.

**Customer Acceptance:**

Purchase Order: \_\_\_\_\_

**Authorized Signature:**

**Print:** \_\_\_\_\_ **Sign:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### Finance Worksheet

| Loan A.P.R | Term in Months | Payment Period | Down Payment | Finance Amount | Loan Payment |
|------------|----------------|----------------|--------------|----------------|--------------|
| 5.08%      | 12             | Monthly        | \$0.00       | \$32,589.00    | \$2,791.06   |
| 5.24%      | 24             | Monthly        | \$0.00       | \$32,589.00    | \$1,433.23   |
| 5.45%      | 36             | Monthly        | \$0.00       | \$32,589.00    | \$983.32     |
| 5.37%      | 48             | Monthly        | \$0.00       | \$32,589.00    | \$755.98     |
| 5.52%      | 60             | Monthly        | \$0.00       | \$32,589.00    | \$622.79     |



## AGENDA ITEM # 10

### CITY COUNCIL COMMUNICATION FORM

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**FROM:** Alan Lanning, City Manager

**DATE:** 3/20/2012

**ITEM:** Gilpin Ambulance Authority IGA

**NEXT STEP:** Council Direction

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ORDINANCE  
 MOTION  
 INFORMATION

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**I. REQUEST OR ISSUE:**

When the Gilpin Ambulance Authority was initiated, the original IGA provided for a specific formula for revenue collection from the participating jurisdictions. The original formula existed until this year. The GAA is seeking approval of the new collection formula, as required in the IGA for 2012 and submitted at the "First Amendment To Establishing Contract For Gilpin Ambulance Authority".

**II. RECOMMENDED ACTION / NEXT STEP:**

Our recommendation is Council approval of the First Amendment.

**III. FISCAL IMPACTS:**

The \$151,668 figure actually represents a decrease for Central City, when compared to the budgeted figure. In 2012, we budgeted \$155,000, so it is a slight reduction of \$3,332. It represents a positive fiscal impact.

**IV. BACKGROUND INFORMATION:**

As I understand the original documents the formula for collecting participating fees for the ambulance authority, was a formula which was loosely written and agreed upon at the time, by the parties involved. Those parties are the County, the City of Black Hawk and Central City. The formula dictated by the IGA was originally based upon "net", and no individual offsets for balance allocation or call volume. As of 2012, the County is assessed at 33% of "net"; Black Hawk 5% of "net"; Central City .5% of "net". In addition, the parties to the agreement split the remaining 57% allocation based upon call volume. In the event of a shortfall, the Authority Board will forward a recommended plan to each entity. At some point, we believe there will be a desire to revisit this formula.

**V. LEGAL ISSUES:**

A formal IGA change being provided.

**VI. CONFLICTS OR ENVIRONMENTAL ISSUES:**

None.

**VII. SUMMARY AND ALTERNATIVES:**

Council may take one of the following actions:

1. Approve the contract.
2. Reject the contract.
3. Direct staff to pursue an alternative approach.

FIRST AMENDMENT TO  
ESTABLISHING CONTRACT

FOR

GILPIN AMBULANCE AUTHORITY

**RECITALS**

WHEREAS, Gilpin County ("County"), the City of Black Hawk ("Black Hawk"), and the City of Central ("Central") originally entered into the Establishing Contract for the Gilpin Ambulance Authority dated June 2, 2009 (the "Original Agreement");

WHEREAS, the Original Agreement included an allocation for the payment of the Authority's annual budget; and

WHEREAS, the Parties hereto now desire to amend the allocation formula as set forth in this First Amendment by the inclusion of a new Exhibit 1 to be effective retroactive to January 1, 2012.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the parties hereto agree as follows:

1. Effective for the budget year 2012, and thus retroactive to January 1, 2012, Exhibit 1 to the Original Agreement is hereby replaced in its entirety with Exhibit 1 attached hereto, and incorporated herein by this reference.

2 Except as modified herein, the Original Agreement is in full force and effect and is hereby ratified by the Parties. This First Amendment along with the Original Agreement constitutes the entire agreement between the Parties related to the matters herein.

IN WITNESS WHEREOF, the undersigned Members have caused this instrument to be executed as of this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

GILPIN COUNTY, COLORADO

ATTEST

\_\_\_\_\_  
County Clerk

By: \_\_\_\_\_  
Chair

CITY OF BLACK HAWK, COLORADO

ATTEST:

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

By: \_\_\_\_\_  
Mayor

CITY OF CENTRAL, COLORADO

ATTEST:

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

By: \_\_\_\_\_  
Mayor

EXHIBIT 1 TO  
ESTABLISHING CONTRACT FOR  
GILPIN AMBULANCE AUTHORITY

Each Member's payment for ambulance services rendered by the Authority shall be determined as follows:

A. Commencing in 2012, the payments by the Members shall be based on the following allocation formula:

Gilpin County: 33% as the base percentage for the County based on 33% of Net Funds required for the Authority (Budgeted Expenditures less previous year collections);

Black Hawk: 5% of Net Funds required for the Authority

Central City: .5% of Net Funds required for the Authority

All Parties: Remaining 57% allocated between the Parties based on call volume from the period of July 1 through June 30 ending the year preceding the budget year in question

In the event of a funding shortfall, the Authority Board shall meet and recommend a plan to the Members for covering the shortfall. The Members shall use best efforts to cover the shortfall.

B. The attached spreadsheet is proved for illustrative purposes:

## GILPIN AMBULANCE AUTHORITY - ALLOCATION ANALYSIS

2012 BUDGET

\$1,786,560

### CALL VOLUME, BILLING AND PAYMENT BREAKDOWN (07/01/2010 - 06/30/2011)

|               | CALLS       | BILLINGS           | COLLECTIONS      | RECOVERY %    |
|---------------|-------------|--------------------|------------------|---------------|
| Gilpin County | 314         | \$369,898          | \$153,768        | 41.57%        |
| Black Hawk    | 847         | \$877,265          | \$378,246        | 43.12%        |
| Central City  | 187         | \$231,092          | \$79,490         | 34.40%        |
| <b>Total</b>  | <b>1348</b> | <b>\$1,478,255</b> | <b>\$611,504</b> | <b>41.37%</b> |

### ALLOCATIONS WITH BASE AMOUNTS FOR EACH MEMBER

| 2012 Authority Budget | Estimated Collections | Member Funding<br>Budget less<br>Collections | County Base<br>33% of Net | City Base<br>5% of Net | Call Volume<br>Allocation | TOTAL              |
|-----------------------|-----------------------|--|---------------------------|------------------------|---------------------------|--------------------|
|                       |                       |  |                           |                        |                           |                    |
| Gilpin County         |                       | \$387,768                                    | \$387,768                 | 0                      | \$156,017                 | \$543,786          |
| Black Hawk            |                       | 0  | 0                         | \$58,753               | \$420,850                 | \$479,602          |
| Central City          |                       | 0  | 0                         | \$58,753               | \$92,915                  | \$151,668          |
| <b>Total</b>          | <b>\$1,786,560</b>    | <b>\$1,175,056</b>                           | <b>\$387,768</b>          | <b>\$117,506</b>       | <b>\$669,782</b>          | <b>\$1,175,056</b> |



## AGENDA ITEM # 11

### CITY COUNCIL COMMUNICATION FORM

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**FROM:** Shannon Flowers, Finance Director

**DATE:** December 12, 2011

**ITEM:** Resolution 12-04 A Resolution of the City Council of the City of Central, Colorado Approving a Lease for Washington Hall

**NEXT STEP:** Make a motion to adopt Resolution 12-04, A Resolution of the City Council of the City of Central, Colorado Approving a Lease for Washington Hall.

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ORDINANCE  
 MOTION  
 INFORMATION

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- I. **REQUEST OR ISSUE:** Over the past year the City has been working with the non-profit organizations in town on marketing and event related issues. In the process of working with the Gilpin County Arts Association on these goals, it came to staff's attention that there has not been a current and updated Lease Agreement for the portion of Washington Hall that the Arts Association uses. To ensure that both parties have a good understanding as to how the space in Washington Hall is to be used and which party is responsible for what, it is necessary to adopt and execute a current Lease Agreement. As the Lease does not have any requirements or stipulations that are new to either party, the term of the Lease is proposed at one year.
- II. **RECOMMENDED ACTION / NEXT STEP:** Make a motion adopt Resolution 12-04, A Resolution of the City Council of the City of Central, Colorado Approving A Lease for Washington Hall.
- III. **FISCAL IMPACTS:** The 2012 Budget allocated funding for the elevator maintenance service on the Arts Association side of the building. Adoption of this Lease is not expected to add any additional costs to the City's building maintenance line items. However, in the process of working with the Arts Association, a number of maintenance related issues in the building have been brought to the City's attention. Staff is currently investigating the costs of

getting these issues corrected. If staff finds that corrective measures will cost more than that approved and/or allocated for in the 2012 Budget, the item will be brought before Council for approval.

- IV. **BACKGROUND INFORMATION:** Please see attached Lease Agreement. The Gilpin County Arts Association has been using this side of Washington Hall since at least the 1960's. It is unknown when the last time an actual Lease Agreement was entered into but both parties feel that having a current agreement is needed. The Gilpin County Arts Association has and will be using the space to display and sell art from local artists. They are also in the process of working with staff on a display space at the Visitors Center. The Arts Association uses a portion of the money that they make each year to help fund the art program at the Gilpin County School.
- V. **LEGAL ISSUES:** Resolution 12-04 and the corresponding Lease Agreement were drafted and reviewed by the City Attorney.
- VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** None
- VII. **SUMMARY AND ALTERNATIVES:**
1. Make a motion to adopt Resolution 12-04, A Resolution of the City Council of the City of Central, Colorado Approving a Lease for Washington Hall.
  2. Adopt Resolution 12-04 with amendments
  3. Table for further discussion
  4. Do not adopt Resolution 12-04.

**CITY OF CENTRAL, COLORADO  
RESOLUTION NO. 12-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL,  
COLORADO APPROVING A LEASE AGREEMENT FOR WASHINGTON HALL**

WHEREAS, the City Council is authorized to enter into contracts on behalf of the City;  
and

WHEREAS, the City Council desires to lease a portion of Washington Hall located at 117 Eureka Street to the Gilpin County Arts Association, a Colorado nonprofit corporation (the "Arts Association"), subject to the terms and conditions set forth in that certain Washington Hall Lease Agreement, a copy of which is attached to this Resolution as **Exhibit A** and is hereby incorporated by reference (the "Lease Agreement"); and

WHEREAS, the Arts Association desires to lease from the City that portion of Washington Hall more specifically identified in the Lease Agreement; and

WHEREAS, the City and the Arts Association have agreed upon the terms of the Lease Agreement.

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

**Section 1.** The City Council hereby approves the Lease Agreement, in substantially the form attached hereto as **Exhibit A**, (b) authorizes the City Attorney to make such changes as may be needed to correct any nonmaterial errors or language or to negotiate such changes to the Agreement as may be appropriate that do not substantially increase the obligations of the City, and (c) authorizes the Mayor or City Manager to execute the same on behalf of the City with the approval of the City Attorney.

**Section 2.** This Resolution shall take effect immediately upon adoption.

ADOPTED THIS \_\_\_ DAY OF MARCH, 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**  
**WASHINGTON HALL LEASE AGREEMENT**  
**GILPIN COUNTY ARTS ASSOCIATION**

**CITY OF CENTRAL  
WASHINGTON HALL LEASE AGREEMENT**

**THIS LEASE AGREEMENT** (hereinafter referred to as the “Agreement”), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the **CITY OF CENTRAL**, a Colorado home rule municipal corporation, 141 Nevada Street, Central City, Colorado (hereinafter “City”), and the **GILPIN COUNTY ARTS ASSOCIATION**, a Colorado nonprofit corporation (hereinafter “Lessee”).

**WITNESSETH:**

**WHEREAS**, the City is the fee owner of certain real property being, lying and situated in Gilpin County, Colorado, such real property, having a street address of 117 Eureka Street and commonly known as Washington Hall; and

**WHEREAS**, the City has previously leased a portion of Washington Hall to the Gilpin County Historical Society; and

**WHEREAS**, City is desirous of leasing the following portion of Washington Hall to Lessee for the Lessee’s operation of the Gilpin County Arts Association Gallery (the “Gallery”), subject to the terms and conditions set forth in this Agreement:

- the upstairs portion of Washington Hall, and
- the jail portion of the downstairs area

(collectively, the “Premises”); and

**WHEREAS**, Lessee is desirous of leasing the Premises from the City to operate Gallery on the terms and conditions as contained herein.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **TERM.** City leases to Lessee and Lessee leases from City the above described Premises together with any and all appurtenances thereto commencing on the date of mutual execution of this Agreement and terminating on December 31, 2012 (“Term”). This Agreement shall automatically renew for successive one (1) year terms, unless terminated in accordance with the terms of this Agreement.
2. **SURRENDER.** Upon expiration of the Term, or if this Agreement shall at any time be terminated prior to expiration of the Term as a result of Lessee’s failure to abide by the terms and conditions of this Agreement, Lessee shall immediately quit and surrender up to the City possession of the Premises in a broom-clean condition and in good order and repair, ordinary wear and tear and loss from casualty excepted, and the Lessee shall remove all Lessee’s property and, at the

option of and upon notice from the City at the time of installation, any alterations and installments made by or on behalf of Lessee therefrom. Lessee's obligation to observe or perform this covenant shall survive termination of this Agreement.

3. **RENT.** The payment of rent to the City for the lease of the Premises shall be One Dollar (\$1.00) per year and through in-kind services of the Lessee in operation of the Gilpin County Arts Association Gallery in accordance with the terms of this Agreement.
4. **SECURITY DEPOSIT.** The City acknowledges and agrees that the Lessee is not required to pay the City a security deposit during the Term. However, if at any time during the Term the City determines that the Premises is not being maintained in good order and repair, it shall be entitled to request, and Lessee shall so provide, payment of a security deposit in an amount determined by the City but not to exceed ONE THOUSAND DOLLARS (\$1,000.00). Said security deposit shall be held by City without interest as security for the performance by Lessee of Lessee's covenants and obligations under this Agreement for the remainder of the Term. If any time during the term of this Agreement any of the rental herein reserved shall be overdue and unpaid, or any other sum payable by Lessee to City hereunder shall be overdue and unpaid, then City may at the option of City (but City shall not be required to) appropriate and apply any portion of the security deposit to the payment of any such overdue rental or other sum. In the event of the failure of Lessee to keep and perform any of the terms, covenants and conditions of this Agreement to be kept and performed by Lessee, then City at its option may appropriate and apply the security deposit, or so much thereof as may be necessary, to compensate City for loss or damage sustained or suffered by City due to such breach on the part of Lessee. Should the security deposit or any portion thereof be appropriated and applied by City for the payment of overdue Rent or other sums due and payable to City by Lessee hereunder, or for a breach on the part of Lessee, the Lessee shall, within five (5) days after the written demand of City, forthwith remit to City a sufficient amount in cash to restore the security deposit to the original sum deposited. City shall have the right to commingle the security deposit with other funds of City. Should Lessee comply with all of the terms, covenants and conditions of this Agreement and promptly pay the Rent herein provided for as it falls due, and all other sums payable by Lessee to City hereunder, the security deposit shall be returned in full to Lessee within sixty (60) days of the end of the term of this Agreement or of the earlier termination of this Agreement.
5. **USE OF PREMISES.** The Gallery shall be used only for an art gallery and for associated uses to support the mission of the Arts Association. The Lessee shall maintain the Gallery in good working order. No manufacturing or industrial uses may occur on the Premises. No animals shall be permitted on the Premises. The Premises cannot be used in any way that:

- Increases or could cause an increase in the City's existing rates for, or could cause cancellation of, any fire, casualty, liability or other insurance policy insuring the Premises or its contents; or
  - Violates or conflicts with any laws, ordinances, rules and orders of the City or of any governmental or quasi-governmental entity having proper jurisdiction and affecting the cleanliness, use, safety, occupancy and/or preservation of the Premises; or
  - Constitutes a nuisance under state or City laws or ordinances.
6. **CONDITION OF PREMISES.** Lessee stipulates, represents and warrants that Lessee has examined the Premises, and that they are at the time of this Agreement in good order, repair, and in a safe, clean and tenantable condition, and that Lessee is entering into this Agreement to Lease the Premises in an "as-is" condition. Subject to compliance with Section 8 of this Agreement, Lessee is authorized to make repairs to the Premises, subject to prior written approval by the City Manager and obtaining any necessary permits. During the course of making said City-approved repairs, Lessee agrees to provide written updates to the City Manager if requested. The City reserves the right to have said repairs made at the City's cost, subject to reimbursement by Lessee.
7. **ASSIGNMENT AND SUB-LETTING.** Lessee shall not assign this Agreement, or sub-let or grant any license to any third party to use the Premises or any part thereof without the prior written consent of City. Consent by City to any such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of City or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at City's option, terminate this Agreement.
8. **ALTERATIONS AND IMPROVEMENTS.** Lessee understands and acknowledges that the Premises is a rated structure within the City's Historic Preservation District. To that end, Lessee shall make no alterations to the improvements on the Premises or make any other improvements on the Premises without the prior written consent of City, inclusive of any approval through the City's Historic Preservation Commission ("HPC"). Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Lessee shall, unless otherwise provided by written agreement between City and Lessee, be and become the property of City and remain on the Premises at the expiration or earlier termination of this Agreement. Interior painting of the Premises shall require prior written approval of the City Manager, but shall not require HPC approval.
9. **LIABILITY, PROPERTY DAMAGE, INSURANCE AND INDEMNITY.** Except to the extent directly caused by and the result of the negligence or willful misconduct of the City, Lessee expressly agrees to indemnify and shall hold harmless the City and any of its officers, agents or employees from any and all

claims, liability, damages, expenses or court awards, including costs and attorney fees, that result or arise from (a) damage to property owned or controlled by Lessee within the Premises or (b) death or injury to any persons within the Premises, including Lessee, or any employees, clients or agents of Lessee, caused by or allegedly caused by Lessee's use and occupation of the Premises. The City shall maintain property, fire and liability insurance coverage on the Premises in such amounts as the City shall deem appropriate. Lessee shall be responsible, at its sole cost and expense, for insurance coverage on all of its personal property, including but not limited to all works of art displayed in the Gallery, and for worker's compensation insurance as required by state statute for Lessee's volunteers, contractors, employees and agents. To the extent directly caused by and the result of the negligence or willful misconduct of the City, the City expressly agrees to indemnify and shall hold harmless the Lessee and any of its officers, agents or employees, to the extent permitted by law, from any and all claims, liability, damages, expenses or court awards, including costs and attorney fees that result or arise from any negligence or willful misconduct of the City.

**10. HAZARDOUS MATERIALS.** Lessee shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

**11. UTILITIES.** Lessee shall be responsible for paying for electricity, water, gas and for all utility services required on the Premises. The City maintains a dedicated telephone line and security system for the Premises that is billed to and paid by the City. The City shall not be responsible for payment of any utilities provided to the Premises, unless otherwise agreed in writing between the Parties.

**12. MAINTENANCE AND REPAIR; RULES.** Lessee will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, except as may be otherwise approved by City, Lessee shall:

- a) Not obstruct any driveways, sidewalks, courts, entry ways, stairs and /or halls, which shall be used for the purposes of ingress and egress only;
- b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- c) Not obstruct or cover the windows or doors except with historically accurate window coverings approved by City;
- d) Not leave windows or doors in an open position during any inclement weather;
- e) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of City;
- f) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which

they were constructed. Lessee shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Lessee;

- g) Any Lessee's employees, clients, agents and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other tenants or occupiers of the building;
- h) Deposit all trash, garbage, rubbish, or refuse to be deposited or permitted to stand on the exterior of any building; and
- i) Abide by and be bound by any and all rules and regulations affecting the Premises which may be adopted or promulgated by the City.

**13. DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Lessee, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. Should a portion of the Premises thereby be rendered uninhabitable as determined by the City, the City shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that City exercises its right to repair such uninhabitable portion, the Rent shall be restored by City as speedily as practicable, after which the Agreement shall continue according to its terms.

**14. INSPECTION OF PREMISES.** City and City's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises (a) for the purpose of inspecting the Premises and all buildings and improvements thereon and (b) for the purposes of making any repairs, additions or alterations as may be deemed appropriated by City for the preservation of the Premises or the building. City and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, but do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

**15. SUBORDINATION OF LEASE.** This Agreement and Lessee's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by City, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances.

**16. LESSEE'S HOLD OVER.** This Agreement and Lessee's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by City, all advances made under any such mortgages, liens or encumbrances (including, but not

limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

- 17. QUIET ENJOYMENT.** Lessee, upon payment of all of the sums referred to herein as being payable by Lessee and Lessee's performance of all Lessee's agreements contained herein and Lessee's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
- 18. DEFAULT.** If Lessee fails to comply with any of the material provisions of this Agreement, other than the covenant to pay Rent, or of any present rules and regulations or any that may be hereafter prescribed by City, or materially fails to comply with any duties imposed on Lessee by statute, within seven (7) days after delivery of written notice by City specifying the non-compliance and indicating the intention of City to terminate the Lease by reason thereof, City may terminate this Agreement. If Lessee fails to pay security deposit when requested by the City in accordance with Section 4 of this Agreement and the default continues for seven (7) days thereafter, City may, at City's option, declare the entire balance of security deposit payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to City at law or in equity or may immediately terminate this Agreement.
- 19. LATE CHARGE.** In the event that any payment required to be paid by Lessee hereunder is not made within FIVE (5) days of when due, Lessee shall pay to City, in addition to such payment or other charges due hereunder, a "late fee" in the amount of TEN DOLLARS (\$10.00) per day.
- 20. ABANDONMENT.** If, at any time during the term of this Agreement, Lessee abandons the Premises or any part thereof, City may, at City's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Lessee for damage or for any payment of any kind whatever. If City's right of reentry is exercised following abandonment of the Premises by Lessee, then City shall consider any personal property belonging to Lessee and left on the Premises to also have been abandoned, in which case City may dispose of all such personal property in any manner City shall deem proper and City is hereby relieved of all liability for doing so.
- 21. ATTORNEYS' FEES.** Should it become necessary for City to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of Rents or gaining possession of the Premises, Lessee agrees to pay all expenses so incurred, including a reasonable attorneys' fee. For any other dispute arising under this Lease, the prevailing party shall be entitled to an award of its reasonable costs including but not limited to reasonable attorneys fees.

- 22. RECORDING OF AGREEMENT.** Lessee shall not record this Agreement on the Public Records of any public office. In the event that Lessee shall record this Agreement, this Agreement shall, at City's option, terminate immediately and City shall be entitled to all rights and remedies that it has at law or in equity.
- 23. GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of Colorado.
- 24. TABOR.** The Parties understand and agree that the City and Lessee are subject to Article X, Section 20 of the Colorado Constitution and the Parties do not intend to violate the terms of this constitutional provision by the execution of this Agreement and this Agreement does not in any way constitute a multiple fiscal year obligation of the City.
- 25. GOVERNMENTAL IMMUNITY.** Nothing in this Agreement is intended to waive any protection afforded the City by the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, et seq., or any other applicable law providing immunity to the City, its officials or employees.
- 26. SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
- 27. BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the Parties hereto.
- 28. DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the City or Lessee.
- 29. CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
- 30. NON-WAIVER.** No indulgence, waiver, election or non-election by City under this Agreement shall affect Lessee's duties and liabilities hereunder.
- 31. MODIFICATION.** The Parties hereby agree that this document contains the entire agreement between the Parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the Parties hereto.

**32. NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

**If to City to:**

City of Central  
City Manager  
141 Nevada Street  
P.O. Box 249  
Central City, CO 80427

**If to Lessee to:**

Gilpin County Arts Association  
P.O. Box 98  
Central City, CO 80427-0098

City and Lessee shall each have the right from time to time to change the address to which notice is to be given under this paragraph.

**33. ADDITIONAL PROVISIONS AND DISCLOSURES. The Lead Based Paint Disclosure Form is attached hereto and made part of this Agreement.**

**As to City, this \_\_\_\_\_ day of March, 2012.**

LESSOR ("CITY"): CITY OF CENTRAL

By: \_\_\_\_\_  
Mayor / City Manager

*ATTEST:*

By: \_\_\_\_\_  
City Clerk

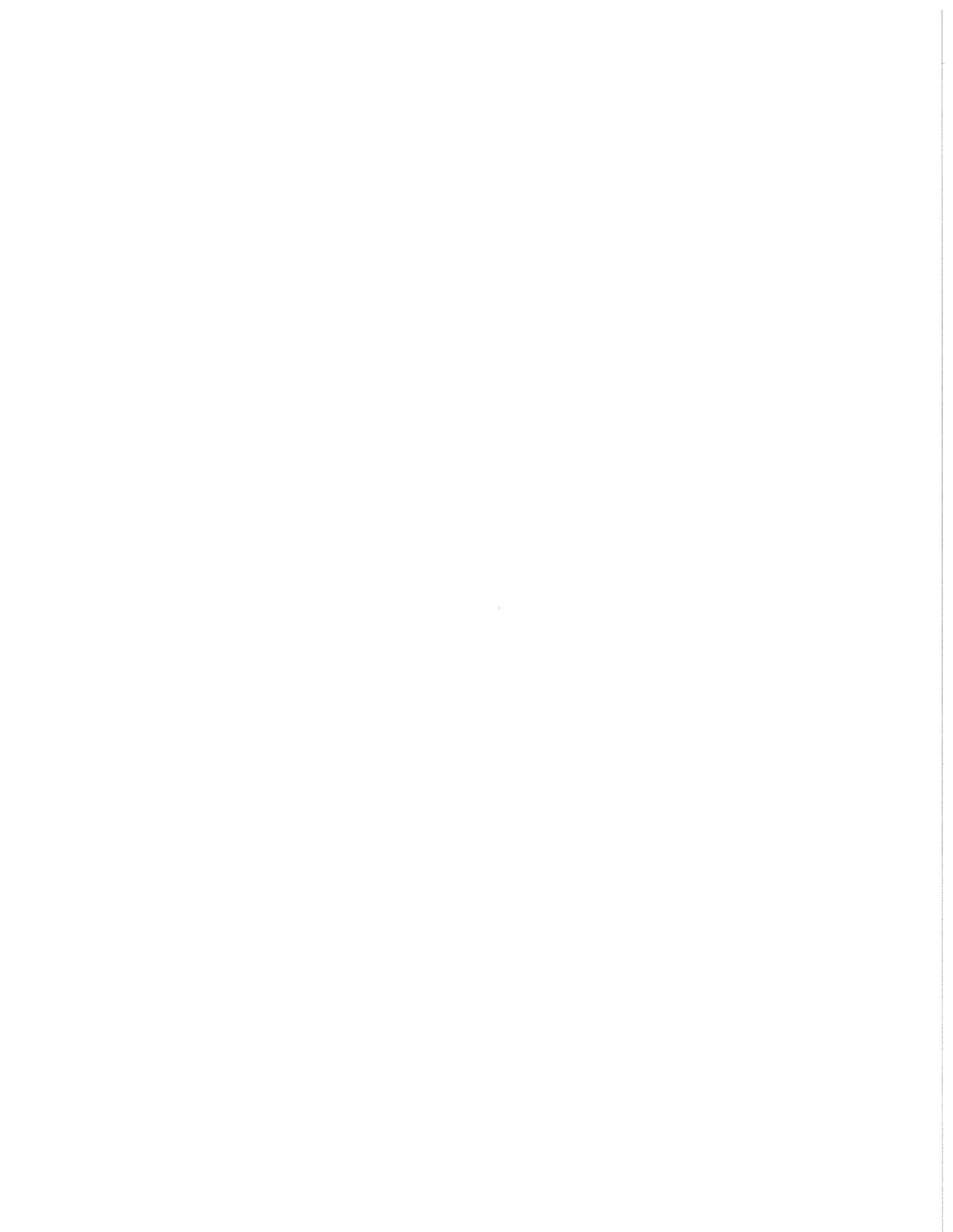
As to Lessee, this \_\_\_ day of \_\_\_\_\_, 2012

LESSEE: GILPIN COUNTY ARTS COMMISSION

Sign: \_\_\_\_\_  
President

*ATTEST:*

By: \_\_\_\_\_  
Secretary





## AGENDA ITEM # 12

### CITY COUNCIL COMMUNICATION FORM

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**FROM:** Shannon Flowers, Finance Director

**DATE:** December 12, 2011

**ITEM:** Resolution 12-05 A Resolution of the City Council of the City of Central, Colorado Approving a License Agreement Authorizing the Gilpin County Arts Association to Utilize a Portion of the Visitors Center

**NEXT STEP:** Make a motion to adopt Resolution 12-05, A Resolution of the City Council of the City of Central, Colorado Approving a License Agreement Authorizing the Gilpin County Arts Association to Utilize a Portion of the Visitors Center

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ORDINANCE  
 MOTION  
 INFORMATION

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- I. **REQUEST OR ISSUE:** As Council is aware, one of staff's projects over the past year or so has been to increase the types of tourist based activities within the City that are available on a year-round basis. To that end, the City has been working with the existing non-profits that provide tourist experiences to do just this. The Gilpin County Arts Association already leases the upper portion on Washington Hall to use as its display space for it's juried art shows during the summer months. The art gallery is an extremely popular attraction when it is open. However, because there is no heat in this portion of Washington Hall it is not possible for the Arts Association to have art displays there during the colder months of the year. For that reason, staff and the Arts Association thought that utilizing the second floor of the Visitors Center to display and sell art would be a great way add another year round attraction and support the Art Association at the same time.

Resolution 12-05 authorizes the Gilpin County Arts Association to use the second floor of the Visitors Center to display and sell it's members art. The display would be open to the public seven days a week during the Visitors Center's normal hours of operation. No additional staff will be needed as the Visitor Center attendant on duty will be able to make any sales through the City's

established point-of-sale system. It is expected that the art on display will be changed out approximately every two months during the summer months and approximately every quarter during the winter months.

- II. **RECOMMENDED ACTION / NEXT STEP:** Make a motion adopt Resolution 12-05, A Resolution of the City Council of the City of Central, Colorado Approving A License Agreement Authorizing the Gilpin County Arts Association to Utilize a Portion of the Visitors Center.
  
- III. **FISCAL IMPACTS:** The City will be investing approximately \$2,800.00 in some lighting upgrades on the second floor of the building. This will allow for a better display area for art as well as any other future uses for the space. This funding will be coming out of line item 02-456-7201, Historic Property Renovation (budget \$65,000). There are no other expected fiscal impacts from this project.
  
- IV. **BACKGROUND INFORMATION:** Please see attached License Agreement.
  
- V. **LEGAL ISSUES:** Resolution 12-05 and the corresponding Lease Agreement were drafted and reviewed by the City Attorney.
  
- VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** None
  
- VII. **SUMMARY AND ALTERNATIVES:**
  - 1. Make a motion to adopt Resolution 12-05
  - 2. Adopt Resolution 12-05 with amendments
  - 3. Table for further discussion
  - 4. Do not adopt Resolution 12-05.

**CITY OF CENTRAL, COLORADO  
RESOLUTION NO. 12-05**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL,  
COLORADO APPROVING A LICENSE AGREEMENT AUTHORIZING THE  
GILPIN COUNTY ARTS ASSOCIATION TO UTILIZE A PORTION OF THE  
VISITORS CENTER**

WHEREAS, the City Council is authorized to enter into contracts on behalf of the City;  
and

WHEREAS, the City Council desires to authorize the Gilpin County Arts Association, a Colorado nonprofit corporation (the "Arts Association") to occupy and use the second floor of the Visitors Center located at 103 Eureka Street, subject to the terms and conditions set forth in that certain Revocable License Agreement, a copy of which is attached to this Resolution as **Exhibit A** and is hereby incorporated by reference (the "License Agreement"); and

WHEREAS, the City and the Arts Association have agreed upon the terms of the License Agreement.

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

**Section 1.** The City Council hereby approves the License Agreement, in substantially the form attached hereto as **Exhibit A**, (b) authorizes the City Attorney to make such changes as may be needed to correct any nonmaterial errors or language or to negotiate such changes to the Agreement as may be appropriate that do not substantially increase the obligations of the City, and (c) authorizes the Mayor or City Manager to execute the same on behalf of the City with the approval of the City Attorney.

**Section 2.** This Resolution shall take effect immediately upon adoption.

ADOPTED THIS \_\_\_ DAY OF MARCH, 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**  
**VISITORS CENTER LICENSE AGREEMENT**  
**GILPIN COUNTY ARTS ASSOCIATION**

**AN AGREEMENT BY AND BETWEEN THE CITY OF CENTRAL AND THE  
GILPIN COUNTY ARTS ASSOCIATION FOR THE GRANT OF A  
REVOCABLE LICENSE TO OCCUPY A PORTION OF THE VISITORS CENTER  
LOCATED AT 103 EUREKA STREET**

**1.0**    **PARTIES.** The parties to this Revocable License Agreement (the “Agreement”) are the **CITY OF CENTRAL, COLORADO**, a Colorado home rule municipal corporation (the “City”) and the **GILPIN COUNTY ARTS ASSOCIATION**, a Colorado nonprofit corporation (the “Licensee”). This Agreement is effective upon execution by the Licensee and following execution by the Mayor or City Manager on the date indicated below.

**2.0**    **RECITALS AND PURPOSE.**

2.1.    The City is the owner of certain property located in the City of Central, Gilpin County, Colorado, having a street address of 103 Eureka Street (the “Visitors Center”).

2.2.    The Licensee desires to use a portion of the Visitors Center, specifically the second floor of the Visitors Center (the “Licensed Premises”) in order to display works of art.

2.3.    The City is willing to grant a revocable license to the Licensee under the terms and conditions as hereinafter specified in this Agreement provided that nothing in this Agreement shall waive or modify any obligation of Licensee to meet any obligation imposed by law. The Licensee remains obligated to apply for and obtain all necessary permits and approvals, pay all required fees and taxes, and comply with all applicable local laws.

**3.0**    **TERMS AND CONDITIONS.**

3.1.    The City hereby grants to the Licensee a revocable license for the occupation of the Licensed Premises as described above. Licensee agrees and covenants to keep the Licensed Premises in good repair and condition during its occupancy of the Licensed Premises, including the setup and removal of any works of art, furniture, equipment, or personal property of Licensee (collectively, “Association Property”). The Licensee agrees to display art within the Licensed Premises and further agrees to rotate the art displayed on a seasonal basis.

3.2.    The Licensee shall have access to the Licensed Premises during the regularly scheduled business hours of the Visitor Center, as those regularly scheduled business hours may change from time to time. Any proposed use of the Licensed Premises outside of such hours shall not be allowed unless approved in advance and in writing by the City Manager or his or her designee. The Licensee shall use best efforts to set-up or break down the art displays or other Association Property

outside of the normal business hours of the Visitors Center, with the advance written consent as to date(s) and time(s) of such Licensee activities having being given by the City Manager or his or her designee.

3.3. The occupation as specified in ¶ 3.1 above shall continue from the date of mutual execution of this Agreement and to the time that this Agreement is terminated.

3.3.1. City Termination: The City may terminate this Agreement at any time upon providing written notice to Licensee. Except in the case of a public safety emergency or where a shorter period of time is justified due to the circumstances, the Licensee shall customarily not be required to remove Association Property from the Licensed Property within less than thirty (30) days advance notice to the Licensee.

3.3.2. Licensee Termination: The Licensee may terminate this Agreement at any time by delivery of written notice of termination to the City which notice shall state an appropriate date of termination consistent with the requirements of this paragraph. The date of termination shall not be less than sixty (60) days from the date of the written notice, unless otherwise agreed to by the City in writing. The Parties recognize and agree that the Licensee shall be responsible for any and all costs related to removing the Association Property from the Licensed Premises and the Licensee shall leave the Licensed Property in broom clean condition. To the extent the City incurs any costs related to the termination of this Agreement, including but not limited to cleaning or janitorial costs, Licensee shall reimburse the City for any and all such costs ("Termination Costs"). If not paid within thirty (30) days of the date that the City notifies Licensee of the Termination Costs, any outstanding amounts shall bear interest at the rate of twelve percent (12%) per annum.

3.4. All sales of art or other Association Property occurring during the term of this Agreement at the Licensed Premises shall be processed by an employee of the Visitors Center, using the City's point of sale system. At the close of each month, the City Finance Department will total the sales of such art or Association Property, will retain two percent (2%) as a City processing fee to cover credit card processing fees and other administrative fees, and shall remit the net sales to Licensee.

3.5. The Licensee expressly agrees to, and shall, indemnify and hold harmless the City and any of its officers, agents, or employees from any and all claims, damages, liability, or court awards, including costs and attorney's fee that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any omission or act of commission by the Licensee or any of its employees, agents, partners, or lessees, in occupying the Licensed Premises.

- 3.6. The Licensee agrees that it will never institute any action or suit at law or in equity against the City or any of its officers or employees, nor institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, or compensation for or on account of any damages, loss, or injury either to person or property, or both, known or unknown, past, present or future, arising as a result of or from the revocable license granted to the Licensee by this Agreement.
- 3.7. The Licensee agrees that the City is not liable, and will not assume any liability, responsibility, or costs for any damage, maintenance, or repair of any Association Property erected or maintained by the Licensee under this Agreement.
- 3.8. The Licensee agrees to procure and maintain, at its own cost, a policy or policies of insurance protecting against injury, damage or loss occurring on the Licensed Premises in the minimum amount of six hundred thousand dollars (\$600,000.00) per occurrence. Such policy or policies shall name the City as an "additional insured". However, the Licensee's failure to take such steps to insure the premises shall not waive, affect, or impair any obligation of the Licensee to indemnify or hold the City harmless in accordance with this Agreement. The Licensee agrees to procure and maintain, at its own cost, a policy or policies of insurance insuring the Association Property, in an amount or amounts as determined reasonable by the Licensee. The City shall have no liability whatsoever for any damage or loss to the Association Property.
- 4.0 **ASSIGNMENT.** This Agreement shall not be assigned by the Licensee without the prior written consent of the City which may withhold its consent for any reason.
- 5.0 **NOTICES.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if personally served or if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth below, or at such other address as has been previously furnished in writing, to the other party or parties. Such notice shall be deemed to have been given when deposited in the United States Mail.

If to City to:

City of Central  
City Manager  
141 Nevada Street  
P.O. Box 249  
Central City, CO 80427

If to Licensee to:

Gilpin County Arts Association  
P.O. Box 98  
Central City, CO 80427-0098

- 6.0 INTEGRATION AND AMENDMENT.** This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect. Invalidation of the Agreement in its entirety shall revoke any authorization, whether explicit or implied to the continuing use and occupancy of the City Property for the Private Improvements.
- 7.0 GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Colorado and venue for any action arising under this agreement shall be in the appropriate court for Gilpin County, Colorado.
- 8.0 WAIVER OF BREACH.** A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
- 9.0 BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.
- 10.0 UNDERLYING INTENT AND SCOPE.** It is the intent of this Agreement that the City shall incur no cost or expense attributable to or arising from the erection, maintenance, or operation of the Association Property and the occupation of the Licensed Premises permitted by this Agreement and that, in all instances, the risk of loss, liability, obligation, damages, and claims associated with the occupation shall be borne by the Licensee. This Agreement does not confer upon the Licensee any other right, permit, license, approval, or consent other than that expressly provided for herein and this Agreement shall not be construed to waive, modify, amend, or alter the application of any other federal, state, or local laws, including laws governing zoning, land use, property maintenance, or nuisance.

11.0 **AUTHORITY TO BIND PARTY.** The undersigned persons represent that they are expressly authorized to execute this Agreement on behalf of the Parties and to bind their respective Parties and that the Parties may rely upon such representation of authority.

**CITY OF CENTRAL**

By: \_\_\_\_\_  
Mayor / City Manager

Date of signature: \_\_\_\_\_, 2012

*ATTEST:*

By: \_\_\_\_\_  
City Clerk

**LICENSEE: GILPIN COUNTY ARTS COMMISSION**

Sign: \_\_\_\_\_  
President

Date of signature: \_\_\_\_\_, 2012

*ATTEST:*

By: \_\_\_\_\_  
Secretary





## AGENDA ITEM # 13

### CITY COUNCIL COMMUNICATION FORM

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**FROM:** Linda Michow, City Attorney

**DATE:** March 15, 2012

**ITEM:** Ordinance Nos. 12-02 and 12-03 Concerning the Regulation of Pawnbrokers

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ORDINANCES  
 MOTION  
 INFORMATION

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- I. **REQUEST OR ISSUE:** The City Council is being asked to consider Ordinance Nos. 12-02 and 12-03 on first reading. These ordinances concern the regulation of pawnbrokers; Ordinance No. 12-02 specifically addresses licensing requirements and Ordinance No. 12-03 governs where pawnbroking businesses may locate.
- II. **RECOMMENDED ACTION / NEXT STEP:** Approve Ordinance Nos. 12-02 and Ordinance 12-03 on first reading, refer to Planning Commission for its review and comment, and set for public hearings on April 17<sup>th</sup> at 7 p.m.
- III. **FISCAL IMPACTS:** There will be fiscal impacts to the City in terms of use of police department resources in performing background checks and processing of pawn ticket information. Overall, the ordinance is drafted to streamline administration of the licensing process and is similar to liquor licensing in terms of background checks, changes in ownership, etc. Chief Krelle has recommended this form of Ordinance which is based on Centennial and Lakewood regulations.
- IV. **LEGAL ISSUES:** The City is authorized pursuant to Section 31-15-501(c), C.R.S., to license and regulate any lawful occupation or business. The City is further authorized pursuant to Section 12-56-102, C.R.S. to license pawnbrokers, require that pawnbrokers be bonded and insured and to enact regulations governing pawnbrokers.
  - A. **Ordinance No. 12-02** addresses business licensing and regulation of pawnbrokers

and is summarized as follows:

Licensing:

1. A license is required, and the process is managed by the City Clerk. The City Manager grants licenses on the Clerk's recommendation for a period of one year, to be renewed annually.
2. Pawnbroker pays application, investigation, and licensing fees and furnishes a \$10,000 bond.
3. Background investigation required for company operators, officers, and managers.
4. License may be denied, suspended, or revoked if not financially responsible, in good standing with the state, or if not of good moral character (as defined by ordinance). Suspension and revocation decisions are subject to review in district court.

Operating Requirements:

1. Changes in the ownership of fifty percent or more and changes in managers must be reported to the City and investigated as in application process; fees are assessed to cover this process.
2. Retail pawnbrokers can operate around the clock – which is consistent with the casinos hours of operation.
3. Pawnbrokers may only be licensed for one location, and any relocation must be approved by the Clerk and the pawnbroker must notify all pledgors of the relocation.
4. Pawnbrokers hold the pledged items in a safe place that is separate and apart from the rest of their inventory for thirty days plus ten days after the maturity date of the contract for purchase. After notice to the pledgor and after the required time has passed without the contract being cancelled, the item is forfeited to the pawnbroker. Pawnbrokers must insure all pledged property for fifty percent of its real value.
5. Pawnbrokers may not enter into transactions with persons under 18 years of age or who lack capacity to contract, and may not accept certain weapons, property with altered or missing serial numbers, or other illegal property.
6. Pawnbrokers may not charge interest in excess of 1/5 of the original purchase price for each month, and may only rely on the pledged property for payment of the contract.
7. Pawnbrokering of "tangible personal property" excludes automobiles and motor vehicles to avoid the issue of storage and creation of "used car lots" within the City's historic downtown.

Recordkeeping Requirements.

1. All pawnbrokers must maintain for three years a ledger containing a description of the item, the transaction, and identification and contact information of the pledgor and must obtain a signed declaration of ownership. Retail pawnbrokers must also obtain a fingerprint and photograph of the pledgor and video record the transaction. They give pawn tickets to the pledgor as evidence of the transaction.
2. All records are subject to inspection by law enforcement, and all

pawnbrokers must submit records of property submitted and the declaration of ownership to law enforcement.

3. Ordinance contains provisions for transferred, lost, or altered pawn tickets, fraudulent identification or counterfeit tickets, and sale of pledged items.

Enforcement:

1. Accomplished by law enforcement or anyone authorized to enforce municipal law, which grants the greatest amount of flexibility to allocate resource if or as needed.

2. Police Department may place a "hold" on items under investigation.

3. Ordinance contains process for disposal of stolen property if not otherwise disposed of by court (based on Lakewood, which has never used it). Process exists to protect property rights of individuals.

B. **Ordinance No. 12-03** addresses the zoning of pawnbrokers, allowing such uses in the HDG and GGG zoning districts as a permitted use. Ordinance No. 12-03 also clarifies that pawnbrokering is not an allowed home occupation.

V. **CONFLICTS OR ENVIRONMENTAL ISSUES:** N/A

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

- (1) Adopt Ordinance Nos. 12-02 and 12-03 on first reading, as may or may not be amended;
- (2) Direct staff to make revisions to the Ordinances and schedule consideration of the Ordinances on a future City Council agenda for first reading; or
- (3) Reject or deny the Ordinances.



**CITY OF CENTRAL,  
COLORADO**

**ORDINANCE NO. 12-02**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
CENTRAL, COLORADO REPEALING ARTICLE VI OF CHAPTER 6 OF  
THE CENTRAL CITY MUNICIPAL CODE AND ENACTING A NEW  
ARTICLE IX OF CHAPTER 6 CONCERNING LICENSING AND  
REGULATION OF PAWNBROKERS, AND PROVIDING A PENALTY  
FOR VIOLATION THEREOF**

**WHEREAS**, the City of Central (the “City” or “Central”) is a home-rule municipal corporation created and organized pursuant to Article XX of the Colorado Constitution and the Charter of the City of Central; and

**WHEREAS**, by virtue of Article XX of the Colorado Constitution, and as further authorized by state law, including, but not limited to, Sections 31-15-401 and 31-23-301 of the Colorado Revised Statutes, the City has broad authority to exercise its police powers to promote and protect the health, safety, and welfare of the community and its inhabitants; and

**WHEREAS**, the City is authorized pursuant to Section 31-15-501(c) of the Colorado Revised Statutes to license and regulate any lawful occupation or business; and

**WHEREAS**, the City is authorized pursuant to Section 12-56-102 of the Colorado Revised Statutes to license pawnbrokers, require that pawnbrokers be bonded and insured, and to enact regulations governing pawnbrokers; and

**WHEREAS**, the City has adopted regulations governing pawn brokers as codified in Article VI of Chapter 6 of the Municipal Code; and

**WHEREAS**, the City desires to repeal and reenact pawn broker licensing requirements and associated regulations to impose greater reporting requirements and oversight of such businesses; and

**WHEREAS**, planning, land use, and business regulation are well established as purely matters of local concern; and

**WHEREAS**, pursuant to Article XX of the Colorado Constitution, the City of Central’s Home Rule powers and Sections 31-23-301, *et seq.* of the Colorado Revised Statutes, the City has authority over zoning and land use matters within the City; and

**WHEREAS**, the City Council recognizes that certain land uses may detrimentally impact the public health, safety, and welfare unless such uses are appropriately and reasonably regulated to ensure that impacts are eliminated, reduced, or mitigated; and

**WHEREAS**, the City Council further finds that pawnbrokering of automobiles, motorcycles and other motor vehicles where such vehicles are stored onsite would negatively impact the downtown historic character of the City and is detrimental to the public health, safety and welfare of the community; and

**WHEREAS**, the City Council finds that this Ordinance imposes regulations of a general nature applicable to and potentially affecting all properties within the City that are, or may be, developed for pawn shops; and

**WHEREAS**, pawnbrokering conducted via the Internet has unique methods for processing and documenting transactions and does not involve personal interaction or delivery of items being pledged.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO:**

**Section 1. Repeal of Article VI of Chapter 6 of the Municipal Code.** Article VI of Chapter 6 of the Municipal Code is hereby repealed in its entirety and reserved for future use. A new Article IX of Chapter 6 is hereby adopted to read in full as follows:

*Pawnbroker Licensing Code*

**Sec. 6-400. Title and scope.**

(a) This Article shall be known and cited as the *City Pawnbroker Licensing Code* and shall apply to any business operating as a Pawnbroker as defined herein.

(b) The City Manager may promulgate additional administrative procedures, rules, and regulations to further effectuate the terms of this Article.

**Sec. 6-401. Definitions.**

As used in this Article, unless otherwise noted:

*Applicant* means any natural person who is the sole proprietor, any partnership, limited liability company, corporation, or any other business entity that has submitted an application for a license pursuant to this Article.

*City* means the City of Central, Colorado.

*City Manager* means the City Manager or the City Manager's designee.

*Contract for Purchase* means a contract entered into between a Pawnbroker and a Pledgor pursuant to which the Pawnbroker advances money to the Pledgor on the delivery of Tangible Personal Property by the Pledgor on the condition that the Pledgor, for a Fixed Price

and within a Fixed Time period, to be no less than thirty (30) days, has the option to cancel said contract.

*Fixed Price* means the amount agreed upon to cancel a Contract for Purchase during the option period which amount shall not exceed one-fifth (1/5) of the original purchase price for each month, plus the original purchase price.

*Fixed Time* means that period of time, to be no less than thirty (30) days, as set forth in a Contract for Purchase, for an option to cancel said contract.

*Internet Pawnbroker* means a business operation that

(a) engages in Pawnbrokering, which business is principally conducted over the Internet or by such other electronic communication;

(b) has no retail business location or other form of storefront location within the City from which the business conducts either any retail transaction with any Person or any Pawnbrokering transaction that is not conducted over the Internet or by such other electronic communication; and

(c) either

(1) maintains within the City, directly or indirectly or by a subsidiary, an office, building, structure, distributing house, warehouse, or other place of business;

(2) maintains within the City an office for employees, agents or commissioned sales persons to solicit or conduct business; or

(3) owns, leases, rents, or otherwise exercises control over real or personal property within the City.

*Law enforcement agency* means the Central City Police Department or any other agency designated to provide law enforcement services by and on behalf of the City.

*Licensee* means any natural Person who is the sole proprietor, any partnership, limited liability company, corporation, or other business entity that is licensed to conduct Pawnbrokering in compliance with this Article or any employee, agent, or any other Person acting on the Licensee's behalf.

*Manager* means any natural person on the Licensee's premises who manages, directs, supervises, oversees, and administers the transactions and acts of servants of the establishment issued a City license or permit, including but not limited to the officers of the Applicant or Licensee.

*Pawn Ticket* means either:

(a) for all Retail Pawnbrokers, one of a series of numbered records of a Licensee's contracts for purchase torn from a bound book containing stubs that are correspondingly serially numbered containing information specified in Section 6-432 of this Article and given to a Pledgor upon entering a Contract for Purchase with the Pawnbroker; or

(b) for Internet Pawnbrokers, a serially numbered electronic record of the Licensee's contracts for purchase containing information specified in Section 6-432 of this Article, a copy of which shall be given to a Pledgor upon entering a Contract for Purchase with the Pawnbroker.

*Pawnbroker* means any Person, partnership, limited liability company, corporation, or any other firm or company regularly engaged in the business of making Contracts for Purchase or Purchase Transactions in the course of the Pawnbroker's business. *Pawnbroker* shall include, without limitation, all owners, Managers, and supervisors of a Pawnbrokering business required to be licensed by the City whose regular duties include making Contracts for Purchase, Purchase Transactions, or executing any documents required to be prepared pursuant to this Article. *Pawnbroker* does not include secondhand dealers as defined in and regulated by Sections 18-13-114 through 18-13-118 of the Colorado Revised Statutes.

*Pawnbrokering* means the business of Pawnbroker as defined in this Section, including Internet Pawnbrokering.

*Peace Officer* means any sheriff, undersheriff, or deputy sheriff (other than one appointed with authority only to receive and serve summons and civil process), police officer, state patrol officer, or investigator for a district attorney or the Colorado Attorney General who is employed by the State of Colorado, or a city, county, town, or judicial district within this State.

*Person* means any natural person or non-natural entity, including but not limited to a corporation, partnership, unincorporated association, or joint venture.

*Pledge or Pledged Property* means any Tangible Personal Property deposited with a Licensee pursuant to a Contract for Purchase in the course of its business as defined in this Article.

*Pledgor* means the Person who delivers a Pledge into the possession of a Pawnbroker.

*Purchase transaction* means the purchase by a Pawnbroker in the course of its business of Tangible Personal Property for resale, other than newly manufactured Tangible Personal Property that has not previously been sold at retail, when such purchase does not constitute a Contract for Purchase.

*Retail Pawnbroker* means all Pawnbrokers except Internet Pawnbrokers.

*Tangible personal property* means all personal property other than automobiles, motor vehicles, and boats choses in action, securities, or printed evidences of indebtedness, which property is deposited with or actually delivered into the possession of a Pawnbroker in the course of its business in connection with a Contract for Purchase or Purchase Transaction. For purposes

of this Article, Tangible Personal Property does not include automobiles, motorcycles, boats and other motor vehicles.

**Sec. 6-402. Signatures.**

(a) Unless otherwise prohibited in this Article, all signatures required by this Article may be an electronic signature as defined by Sections 24-71-101(a) and 24-71.3-102(8) of the Colorado Revised Statutes.

(b) Signatures that are not notarized shall be presumed to be invalid unless they are presented in conjunction with the legibly printed first, middle, and last name of the individual representing the signature as their own.

**Sec. 6-403. Authorized methods of notification, transmittal, and delivery.**

Unless this Article prohibits or provides for a specific method of notification or delivery, all deliveries, written notices, notifications, and communications required by this Article may be given by hand delivery, registered or certified mail, facsimile, by a delivery service that guarantees overnight delivery to a party at the address provided by the other party or as changed upon written notice to the other party, or by electronic mail or other electronic messaging system as authorized under the Uniform Electronic Transactions Act as adopted by the State of Colorado in Sections 24-71.3-101 through 24-71.3-121 of the Colorado Revised Statutes.

**Sec. 6-404. Pawnbroker license required.**

(a) It shall be unlawful for any Person to engage in the business of Pawnbrokering in the City without first having obtained a Pawnbroker's license in accordance with this Article in addition to all other licenses required by the City. Such licenses shall be kept current at all times, and failure to maintain a current license shall constitute a violation of this Article.

(b) It shall be unlawful for any Person to engage in the business of Pawnbrokering except as provided in and authorized by this Article.

**Sec. 6-405. Zoning conformation and geographical limitations.**

(a) A Licensee shall conduct Pawnbrokering from only one (1) business location, which shall be the location listed on the Licensee's license. This provision shall not prohibit a Licensee from using warehouses or other storage locations away from the licensed place of business, but such other location shall be used only if the Licensee first submits written notice to the City Manager of such off-site locations. Such off-site locations shall be open to any Peace Officer, including those officers of the Law Enforcement Agency, for inspection as provided in Section 6-439 of this Article.

(b) All Licensees under this Article must conform to all applicable zoning, sign and subdivision regulations of the Municipal Code generally found in Chapters 14, 16, and 17.

- (c) It shall be unlawful to engage in Pawnbrokering as a home occupation.

**Sec. 6-406. Duty and authority of City Clerk.**

The City Clerk shall be responsible for receiving all applications for and issuing all licenses pursuant to this Article, conducting or directing investigations of the character, responsibility, and fitness of Applicants and Managers, assisting all Applicants and Licensees in the licensing process, and maintaining adequate records of all licenses and applications therefor.

**Sec. 6-407. Application for license.**

(a) All Applicants for a Pawnbroker's license shall file an application for such license with the City Clerk on forms to be promulgated and provided by the Clerk. Such forms shall require information sufficient to establish conformance with this Article and the laws and regulations of the City and, at a minimum, shall require the following:

(1) The names of each individual Applicant, partner of a partnership, manager of a limited liability company, officers and directors of the Applicant, and holders of twenty percent (20%) or more of the corporate stock of the corporate Applicant, holders of twenty percent (20%) or more interest in a limited liability company or any other Person with a financial interest of twenty percent (20%) or more in the Applicant; and

(2) The names of all Managers of the Applicant; and

(3) Proof of the name and date of birth of all natural persons named in the application, such as a birth certificate, alien registration card, or other reasonable identification card; and

(4) A photograph and a complete set of fingerprints of the individual Applicant, partner of a partnership, manager of a limited liability company, officers, and Managers of the Applicant; and

(5) A written certificate or other form of confirmation prepared by the City of Central Community Development Department that the Pawnbrokering business is a permitted use for the proposed location; and

(6) Written proof of the Applicant's right to possession of the premises proposed for the Applicant; and

(7) A Financial Questionnaire, Consent to Release Financial Information, and a current personal financial statement or a balance sheet and income account statement for the preceding twelve (12) month period prior to the date of the application for each individual Applicant, partner of a partnership, manager of a limited liability company, officer, and Manager of the Applicant.

(8) For any corporate owner and/or operator of the Applicant, evidence that the corporation(s) is/are in good standing under the statutes of the State of Colorado, or in the case of a foreign corporation, evidence that it is currently authorized to do business in the State of Colorado; and

(9) Any other information that is requested on the application forms.

(b) Applicants shall only submit applications to the City Clerk by hand delivery, mail, or by a delivery service. The City Clerk shall not accept applications submitted by facsimile, electronic mail, any other electronic messaging system, or any other means not specifically permitted by this Section.

**Sec. 6-408. Application and investigation fees.**

Every Applicant shall pay an application fee at the time of filing an application, as set forth by Resolution of City Council. In addition, the Applicant shall pay in full all other fees, including but not limited to fees imposed by the State of Colorado for processing of information, fingerprints, photographs, and background investigations.

**Sec. 6-409. Bond required.**

(a) Every Applicant for a Pawnbroker's license shall furnish with its application an initial bond with a responsible surety, to be approved by the City Manager, in the amount of Ten Thousand (\$10,000) Dollars, for the benefit of the people of the City, conditioned upon the safekeeping or return of all Tangible Personal Property held by the Pawnbroker, as required by law and ordinance, and the due observance of the provisions of this Article. No license shall be issued or renewed absent such approved bond.

(b) Notwithstanding subsection (a) of this Section, the City Council may, by amendment of this Section, increase or decrease the amount of the bond required for any Applicant or Licensee. Any such change shall be effective on January 1 of the year following that year in which such change was enacted.

(c) Termination or cancellation of an approved bond shall be grounds for summary suspension of the license and for subsequent revocation if a new bond is not furnished within thirty (30) days after demand by the City Manager.

**Sec. 6-410. Completed application.**

An application shall not be deemed complete and shall not be processed until all information required by the application is completed in full, submitted to the City Clerk with all required signatures in original, handwritten form, and all information and fees required pursuant to this Article are submitted. All signatures required in the application must be notarized in order to meet the requirements of this Section. Incomplete applications may be returned to the Applicant for completion or correction without any further action. The City shall not be responsible for the

failure of a license to be issued or renewed prior to an expiration date because of a late, incomplete or defective application.

**Sec. 6-411. Investigation of certain Applicants required.**

Upon receipt of a properly completed application, together with all information required in connection therewith, fingerprints and photographs, and the payment of all application and license fees, the City Clerk shall conduct an investigation of the background, character, and financial responsibility of each individual Applicant, partner of a partnership, manager of a limited liability company, officer, and Manager of the Applicant. Each Applicant shall pay a nonrefundable investigation fee at the time the application is filed in the amount then charged by the Colorado Department of Public Safety for each Person who will be investigated. The City Clerk shall provide the City Manager with a recommendation with respect to the granting or denial of the license, and reasons therefor.

**Sec. 6-412. City Manager's approval required.**

The City Manager shall have final authority to approve or deny any application or application for renewal, and to review any determination of the City Clerk made with respect thereto. The City Manager retains the discretion to issue the license or reject the application upon the basis of the criteria set forth herein, the recommendations and findings of the City Clerk, and a determination of whether the Applicant has made a sufficient showing of good moral character, financial responsibility, experience and general fitness to command the confidence of the public and to warrant the belief that the business will be operated lawfully, honestly, and efficiently.

**Sec. 6-413. Annual license fee.**

All Applicants for a Pawnbroker license shall pay the City Clerk the annual license fee for such license at the time an initial application for a license is filed or at the time a renewal application is filed. Annual license fees shall be set forth by Resolution of the City Council.

**Sec. 6-414. Denial; Suspension; Revocation.**

(a) *Denial.* The City Manager may administratively deny the application of any Applicant without a hearing if it is shown that the Applicant is not financially responsible, not in good standing or not authorized to do business in Colorado, or not of good moral character as to reasonably assure that the operations of the Applicant will be conducted lawfully and in a manner that will not be detrimental to the public interest. Any appeal of such an administrative denial may be available in accordance with Colorado law.

(b) *Suspension or Revocation.* The City Manager may suspend any license issued under this Article if, after notice to the Licensee and a hearing, the City Manager determines that the Licensee is not financially responsible, not in good standing or not authorized to do business in Colorado, is not of good moral character as to reasonably assure that the operations of the Licensee will be conducted lawfully and in a manner that will not be detrimental to the public interest, or has violated any provision of this Article. The City Manager shall notify Licensees in

writing of the time and place fixed for a suspension or revocation hearing at least ten (10) days prior to the date on which such a hearing is scheduled. Any appeal of a suspension or revocation of a license issued under this Article shall be reviewed in accordance with Rule 106 of the Colorado Rules of Civil Procedure. The City Manager shall also retain the discretion to declare the Licensee ineligible for relicensing for the purpose of Pawnbrokering within the City limits at any future time.

(c) *Good moral character.* In determining the good moral character of any Applicant or Licensee, the City Manager may consider whether such Person or entity has been adjudged in any civil or criminal proceeding to have indulged in business or trade practices prohibited by law, or convicted of or entered a plea of *nolo contendere* for any felony or any other offense involving moral turpitude and pertinent circumstances connected therewith.

(d) *Financially responsible.* As used in this Article, "*financially responsible*" means having sufficient income and assets to defray expenses and provide for liabilities of the business as they become due.

(e) Notwithstanding the provisions of this subsection, a Pawnbroker may apply for relicensing and present evidence of rehabilitation at an administrative hearing before the City Manager. The City Manager may grant a Pawnbroker a new license provided that the City Manager finds adequate evidence of rehabilitation was presented to reasonably assure the City Manager that the Pawnbroker will conduct its operations lawfully and in a manner that will not be detrimental to the public interest.

(f) Any Applicant or Licensee wishing to appeal any ruling or decision pertaining to licenses issued under this Article that is not quasi-judicial shall appeal to the City Manager. All such appeals shall be in writing and shall be received by the City within fourteen (14) days of the decision or ruling that is the subject of the appeal. The City Manager shall notify the Pawnbroker in writing of the time and place fixed for such hearing.

(g) The City Manager shall render all decisions under this subsection in writing, and shall provide a copy of the decision to the Pawnbroker within twenty (20) days after such hearing. All such decisions shall be final.

#### **Sec. 6-415. Expiration and annual renewal.**

Each license issued pursuant to this Article shall be valid for a period of one (1) year from the date of issuance, and an application for renewal shall be filed not less than thirty (30) days prior to the expiration of the period for which the license is issued. The City Manager may approve a late application for renewal if good cause is shown for the late filing. Each renewal application shall include copies of the Licensee's balance sheets and income statements for the preceding twelve (12) month period. When an application for renewal is received in proper form by the City Clerk, the City Clerk shall conduct an investigation and submit to the City Manager a recommendation with respect to the approval or denial of the renewal application unless the City Clerk deems an investigation unnecessary and elects to recommend approval without such investigation.

**Sec. 6-416. License display required.**

Once the City has issued a license pursuant to this Article, it shall be unlawful for the Licensee to fail to display such license within the licensed premises in a location that is prominent and readily viewable by the public.

**Sec. 6-417. Transferability; Change of ownership; Change of corporate structure.**

(a) Licenses issued under this Article shall not be sold or transferred except in accordance with this Section.

(b) Any Licensee may transfer a license, provided that the transfer would not effectuate a change in fifty percent (50%) or more of the Licensee's owners or fifty percent (50%) or more of the Licensee's business interests within any one (1) year.

(c) Any change in the Licensee or transfer of the license shall result in termination of the license unless the Licensee files a written notice of such change with the City Clerk and pays a nonrefundable fee as set forth by Resolution of City Council within thirty (30) days of any such change. Any such change shall be reported on forms promulgated and provided by the City Clerk and shall require the names of all new partners of a partnership, manager of a limited liability company, officers, directors, or holders of twenty percent (20%) or more of the corporate or holders of twenty percent (20%) or more interest in a limited liability company stock who were not previously holders of such amount of stock, or any Person with a financial interest of twenty percent (20%) or more in the Licensee, all of whom shall be required to furnish, together with such notice, all of the information required from such Persons in connection with an original application, and each Person shall be investigated by the City Clerk as provided in Section 6-411. Grounds for denial of any such transfer of corporate or limited liability ownership, change of corporate or limited liability company structure, partnership, and termination of the license thereon, shall be the same as for denial of the license under Section 6-414.

**Sec. 6-418. Manager; Change of Manager.**

(a) A Licensee shall employ a Manager to operate the Pawnbrokering business, provided, however, that the Licensee retains complete control of all aspects of the business, including, but not limited to, maintaining the Licensee's right to possession of the premises, responsibility for all debts, and bearing all risk of loss or opportunity for profit from the business.

(b) In the event a Licensee changes a Manager of a Pawnbrokering establishment, the Licensee shall immediately report such change and register the new Manager on forms promulgated and provided by the City Clerk within thirty (30) days of the Manager's employment with the Licensee. The new Manager shall submit a photograph and a complete set of fingerprints and shall be investigated by the City Clerk as provided in Section 6-411. The Licensee shall pay a nonrefundable investigation fee in the amount then charged by the Colorado Department of Public Safety, as well as a Manager registration fee, in an amount set forth by Resolution of City Council. Failure of a Licensee to report such a change or failure of the

Manager to meet the standards and qualifications as required in Section 6-412 shall be grounds for termination of the license.

**Sec. 6-419. Permitted hours of operation for Retail Pawnbrokers.**

Retail Pawnbroker Licensees may be open for business and operate an establishment wherein the business of Pawnbrokering is carried on a maximum of twenty-four (24) hours per day.

**Sec. 6-420. Relocation of business.**

(a) No license shall be valid for any location other than the location for which it is issued, except as hereinafter provided.

(b) A Licensee may relocate its place of business under the same license in accordance with the following procedure:

(1) A Licensee wishing to relocate its place of business within the City shall give written notice thereof to the City Clerk no less than thirty (30) days prior to the date of relocation.

(2) The City Clerk shall enter an order permitting the relocation and amend the license accordingly upon a finding that the Licensee has the right to possession of the proposed location, the location is reasonably accessible to the Licensee's existing Pledgors, and is zoned for pawnbrokering. Absent such findings, the City Clerk shall issue a written order denying the Licensee permission to relocate. The City Clerk shall provide a copy of such order to the Licensee along with written notice of the reason for the denial.

(3) If the City Clerk denies a Licensee permission to relocate its business, the Licensee may file a written request for review thereof with the City Clerk within ten (10) days following the date upon which the notice of denial was provided. The City Manager shall then review and either affirm or reverse the denial.

(4) If the City Clerk approves the relocation, the Licensee shall provide written notice of such relocation to each Pledgor with whom the Licensee has an existing Contract for Purchase. Such notices shall be transmitted at least fifteen (15) days prior to the date of relocation. The Licensee shall file an affidavit of such mailing with the City Clerk together with a sample copy of the notice of relocation. The Licensee shall retain in its records any undelivered notice returned to it; provided, however, that the Licensee shall retain any returned notice sent by mail in its unopened envelope.

**Sec. 6-421. Property held; Time limit; Sale of unredeemed articles.**

(a) A Licensee shall hold Tangible Personal Property that it has purchased through a Purchase Transaction for thirty (30) days following the date of purchase, during which time such property shall be held separate and apart from any other Tangible Personal Property, shall be

held in compliance with Section 6-425 of this Article, and shall not be changed in form or altered in any way.

(b) The Licensee shall hold all Tangible Personal Property pledged on a Contract for Purchase in its possession during the term of the Contract for Purchase, plus a period of ten (10) days following the maturity date of the Contract for Purchase, during which time such goods shall be held separate and apart from any other Tangible Personal Property, shall be held in compliance with Section 6-425 of this Article, and shall not be changed in form or altered in any way.

(c) If the Pledgor fails or neglects to cancel the Contract for Purchase by repayment of the balance of the principal and payment of all accrued interest charges, the Licensee shall provide written notice to the Pledgor after the maturity date of the Contract for Purchase to the address designated in the Licensee's register as required by Section 6-431(a). The notice shall give the number of the Pawn Ticket and a description of the property pledged. The notice shall also notify the Pledgor that the Contract for Purchase must be canceled within ten (10) days from the date of the notice, specify the date upon which such cancellation must be made, and shall state that upon the Pledgor's failure to cancel the Contract for Purchase by such date, the Pledged Property shall be deemed forfeited to the Licensee and the right of the Pledgor to cancel the Contract for Purchase shall be terminated. Such notice shall be in the form substantially as follows:

Central City, Colorado, \_\_\_\_\_ 20\_\_.

To: (Name) \_\_\_\_\_

(Street address) \_\_\_\_\_

(City, State, Zip Code) \_\_\_\_\_

You are hereby notified to cancel the Contract for Purchase on or before ten (10) days from the above date, to wit: (Date), or the Pledged Property will be forfeited to the Pawnbroker under the Contract for Purchase and your rights to the Pledged Property will thereafter be terminated. Your Pawn Ticket is No. \_\_\_\_\_, the property pledged by you as security is described as follows:

(General description of property) \_\_\_\_\_

(Licensee) \_\_\_\_\_

(Licensee's address) \_\_\_\_\_

(d) If the notice required by subsection (c) of this Section is returned to the Licensee, the Licensee shall retain the original notice returned to it; provided, however, that the Licensee shall retain any returned notice sent by mail in its unopened envelope. Notwithstanding the notice, if the Pledgor fails to cancel the Contract for Purchase within the ten (10) day period

designated in the notice, the Pledgor shall forfeit all right, title and interest in and to the Pledged Property to the Licensee, the Pledgor's debt to the Licensee shall be satisfied, and the Licensee shall acquire title to the property subject to the provisions of Section 6-424 of this Article.

**Sec. 6-422. Unlawful transactions.**

(a) It is unlawful for any Retail Pawnbroker Licensee to make a Contract for Purchase, acquire a Pawn Ticket by transfer, or make a Purchase Transaction with the following:

- (1) Any Person under the influence of alcohol, or any controlled substance;
- (2) Any Person known by such Licensee to have been convicted of a felony, without first notifying the Law Enforcement Agency;
- (3) Any Person appearing to the Licensee to be in an abnormal mental state;
- (4) Any Person whose actions would give the Licensee probable cause to believe that the Tangible Personal Property that is the subject of a Contract for Purchase or Purchase Transaction with that Person was obtained illegally.

(b) It is unlawful for any Licensee to make a Contract for Purchase, acquire a Pawn Ticket by transfer, or make a Purchase Transaction with any Person under eighteen (18) years of age or with any Person in possession of Tangible Personal Property that is the subject of a Contract for Purchase or Purchase Transaction with an identification number thereon which is obscured. For the purposes of this Section, "*identification number*" means a serial or motor number placed by the manufacturer or owner upon an article as a permanent individual identifying mark and "*obscured*" means destroyed, removed, altered, concealed, or defaced so as to render illegible by ordinary means of inspection.

(c) With respect to a Contract for Purchase, no Licensee may permit any Pledgor to become obligated on the same day in any way under more than one Contract for Purchase agreement with the Licensee that would result in the Licensee obtaining a greater amount of money than would be permitted if the Licensee and Pledgor had entered into only one Contract for Purchase covering the same Tangible Personal Property.

(d) No Licensee shall violate the terms of any Contract for Purchase.

**Sec. 6-423. Unlawful to pawn certain items.**

It is unlawful for any Licensee to accept in pledge, buy, sell, or display in its place of business any switchblade knife, any knife whose blade is detachable from its handle, any knife whose blade opens by any mechanical means, any gravity knife, any throwing star, any brass or metallic knuckles or other items commonly used for and designed for the purpose of beating or striking others, any nunchaku, blackjack, or billy club, property with missing or altered serial numbers on items that are likely to or commonly known to have serial numbers, or any other property that is illegal to possess.

**Sec. 6-424. Accepting lost or stolen articles.**

A Licensee that accepts in pledge any Tangible Personal Property pursuant to a Contract for Purchase from a Person who is not the owner thereof does not obtain title to the property, either by reason of a Pledgor's failure to cancel the Contract for Purchase or by the Pledgor's transference of the Pawn Ticket to the Licensee. Ignorance of the fact that the Pledged Property was lost or stolen shall not be construed to affect the question of title; and if the Licensee shall sell such property to a third Person, the Licensee shall remain liable to the original owner in any appropriate legal action. The lawful owner may, upon proving ownership of the lost or stolen property, claim the same from the Licensee or recover the same by means of any appropriate legal action.

**Sec. 6-425. Safekeeping; Insurance.**

All Licensees shall provide a safe place for the keeping of Pledged Property it has received, and shall maintain sufficient insurance on the Pledged Property held for the benefit of the Pledgor to pay fifty percent (50%) of the real value thereof in case of fire, theft, or other casualty loss. The City Manager shall not approve an application for a license under this Article unless and until the Applicant has provided such insurance policies to the City Manager. Neither the Licensee nor surety shall be relieved from their responsibility by reason of such fire, theft, or other casualty loss, nor from any other cause unless they have rendered full performance in accordance with the Contract for Purchase.

**Sec. 6-426. Liability for Pledged Property.**

A Licensee shall be liable for the loss of Pledged Property or part thereof, or for injury thereto, whether caused by fire, theft, burglary, or otherwise, as a result of its failure to exercise reasonable care in regard to such property. A Licensee shall not be liable, in the absence of an express agreement to the contrary, for the loss of or injury to Pledged Property that could not have been avoided by the exercise of due care. Nothing herein shall affect the right of the Pledgor to insurance proceeds on such property.

**Sec. 6-427. Intermediate payments; Receipts.**

The Licensee shall accept intermediate payments, without penalty, upon contracts for purchase that have not yet matured when presented with the Pawn Ticket, and shall treat the amount tendered as a payment upon the existing Contract for Purchase. The Licensee shall give a receipt for all moneys received on account of or in payment of the Contract for Purchase, and such receipt shall show the date and the amount of the payment received. Retail Pawnbroker Licensees shall enter the date and amount of each such payment upon the appropriate serially numbered stub in the bound book required to be kept by Section 6-431 at the time of each such payment. Internet Pawnbroker Licensees shall keep a record of the date and amount of each such payment in the register required to be kept by Section 6-431 at the time of each such payment. The total amount of money presented shall be applied against the amount of the Pledgor's

indebtedness. In no event shall any late charges, collection fees, or other such service charges be deducted from the amount of the payment tendered to the Licensee.

**Sec. 6-428. Interest rate; Commission.**

No Licensee shall ask, demand, or receive any greater rate of interest, commission, and compensation than the total rate of one-fifth (1/5) of the original purchase price for each month, plus the original purchase price. The Licensee shall not assess any other charges against the Pledgor upon renewal of any contracts for purchase or at any other time. If a Licensee assesses any such charges, the Pledgor's contract with the Licensee shall be void. Any contract that requires a Pledgor to pay the Licensee a commission for making a Contract for Purchase on Tangible Personal Property shall be null and void.

**Sec. 6-429. No deficiency or offsets permitted.**

(a) Licensees shall rely solely on the property pledged for payment of the Contract for Purchase, and Licensees are prohibited from seeking such payment from the following sources:

- (1) The personal credit of the Pledgor; or
- (2) The surplus or deficit arising out of another Contract for Purchase between the parties.

(b) Licensees shall not collect any deficiency balances, and any attempt to do so by a Licensee shall void the contract.

**Sec. 6-430. Videotape and photograph requirements.**

Retail Pawnbroker Licensees shall video record all transactions, including those that do not result in a Contract for Purchase or Purchase Transaction, and shall digitally photograph the face of each Pledgor who enters into a Purchase Transaction or Contract for Purchase with the Retail Pawnbroker Licensee. The video recording and photograph shall be in a format approved by the Law Enforcement Agency and shall be of such quality that it clearly displays an identifiable frontal image of the Pledgor. The Retail Pawnbroker Licensee shall keep all such video recordings for a minimum of ninety (90) days from the date upon which it was created and shall be subject to review by Peace Officers or the Law Enforcement Agency. The Retail Pawnbroker Licensee shall keep the digital photograph of all Pledgors for one hundred and eighty (180) days from the date upon which it was created, regardless of whether that photograph was captured by still camera or video recording.

**Sec. 6-431. Books and records.**

(a) All Licensees shall keep an alphabetical index of the names of Pledgors and a numerical register or automated format approved by the Law Enforcement Agency in which the Licensee shall legibly record the following information in the English language, in ink or in such

a manner as to comply with the Uniform Electronic Transactions Act, Sections 24-71.3-101 through 24-72.3-121 of the Colorado Revised Statutes, and contemporaneously with each Contract for Purchase or Purchase Transaction:

- (1) The name of the Pledgor;
- (2) The address and phone number of the Pledgor;
- (3) The date of birth of the Pledgor;
- (4) A photocopy or scanned copy of either the Pledgor's valid Colorado driver's license, or of one of the following alternative forms of identification:
  - a. Valid Colorado identification card;
  - b. A valid driver's license with photograph, issued by another state;
  - c. Military identification card;
  - d. Valid passport;
  - e. Alien registration card;
  - f. An identification document with no photograph, issued by the state or federal government;
- (5) The date, time, and place of the Contract for Purchase or Purchase Transaction;
- (6) An accurate, detailed, and legible account and description of each item of Tangible Personal Property, including but not limited to any trademark, identification number, serial number, model number, brand name, or identifying marks on such property.
- (7) The signature of the Pledgor; and
- (8) A clear and identifiable imprint of the Pledgor's right index finger or, if such an imprint cannot be obtained, a clear and identifiable imprint of the Pledgor's left index finger or other fingerprint sufficient to identify the Pledgor.

(b) Internet Pawnbroker Licensees may alternatively obtain and verify the information required in subsection (a) of this Section at the time of inquiry and at the time of funding of the transaction. Such verification may include, but shall not be limited to, the validity of a driver's license or other form of identification, telephone numbers, mailing and electronic addresses, bank account information, and any other such information as may be obtained via electronic identification check. If the Internet Pawnbroker Licensee obtains such verification, it shall be legibly recorded in the Licensee's numerical register or automated format approved by the Law Enforcement Agency.

(c) All Licensees shall obtain a signed written declaration of the Pledgor's ownership which shall state that the Pledgor owns each item of Tangible Personal Property in its entirety, how long the Pledgor has owned the property, whether the Pledgor or someone else has found the property, and if the property was found, the details of the finding. The Pledgor shall sign his or her name on the register or other tangible or electronic record and on the individual

declaration of ownership for each item of Tangible Personal Property pledged and shall receive a copy of the Contract for Purchase or a receipt of the Purchase Transaction.

(d) All Licensees shall keep the register or other tangible or electronic record for at least three (3) years after the date of the last transaction entered in the register, and shall keep all registers in a place that is reasonably safe from destruction or theft.

(e) Such registers and other books and records of the Licensee, including all electronic records or databases, shall be open to inspection in accordance with Section 6-439. Upon demand by any authorized agent, the Licensee shall produce and show any Tangible Personal Property given to the Licensee in connection with any Contract for Purchase or Purchase Transaction. The Licensee's records shall note the date on which each Contract for Purchase was canceled, redeemed, or forfeited and sold.

(f) All Licensees shall provide the Law Enforcement Agency on a weekly basis with two records, in a format acceptable to the Law Enforcement Agency, of all Tangible Personal Property that the Licensee accepted pursuant to a Contract for Purchase or a Purchase Transaction during the preceding week, and one copy of each Pledgor's declaration of ownership. The records shall contain the same information required to be recorded in the Licensee's register or other tangible or electronic record pursuant to this Article. The Law Enforcement Agency shall designate the day of the week on which the records and declarations shall be submitted.

**Sec. 6-432. Pawn Tickets.**

(a) At the time of making a Contract for Purchase or upon the subsequent renewal of any Contract for Purchase, a Licensee shall deliver to the Pledgor a Pawn Ticket that shall contain the following information:

- (1) The name and address of the Licensee;
- (2) A description of the Pledge sufficient to adequately identify the Pledge;
- (3) The date of the transaction; and
- (4) The amount, duration, and terms of the Contract for Purchase.

(b) Language that represents suitably Sections 6-432 through and including 6-433 of this Article shall appear on the Pawn Ticket.

(c) The Licensee may insert on the Pawn Ticket any other terms, conditions, and information not inconsistent with the provisions of this Article.

**Sec. 6-433. Cancellation of Contract for Purchase; Transfer of Pawn Ticket generally; Transfer to Pawnbroker.**

(a) The holder of the Pawn Ticket shall be presumed to be the Person entitled to cancel the Contract for Purchase.

(b) Except as otherwise provided in this Article, the Licensee shall deliver the Pledge to the Person presenting the Pawn Ticket upon receipt of payment of principal and charges and upon surrender of the Pawn Ticket.

(c) The holder of any Pawn Ticket may transfer such ticket to the issuing Licensee by writing upon the ticket "Transferred to (name of Licensee)" and signing his or her name under such writing. The effect of transferring a Pawn Ticket to the issuing Licensee shall be to vest in the Licensee such ownership and title to the Pawn Ticket and the Pledged Property represented thereby as the holder had. The Licensee may thereafter sell the Pledged Property in accordance with the provisions of Section 6-438.

**Sec. 6-434. Loss of Pawn Ticket.**

If a Pawn Ticket is lost, destroyed, or stolen, the Pledgor shall so notify the issuing Licensee in writing. Before permitting the cancellation of the Contract for Purchase or issuing a duplicate Pawn Ticket, the Licensee may, in addition to satisfying itself of the validity of the claim, require the Pledgor to make an affidavit of the alleged loss, destruction, or theft of the ticket, the form of affidavit shall be available through the City Clerk. Upon receipt of such affidavit or statement in writing as the case may be, the Licensee shall permit the Pledgor to cancel the Contract for Purchase or the Licensee shall deliver to the Pledgor a duplicate ticket and the Licensee shall incur no liability for doing so unless it had previously received written notice of an adverse claim to the Pledge.

**Sec. 6-435. Adverse claims.**

If more than one Person claims the right to cancel a Contract for Purchase, a Licensee shall incur no liability for refusing to deliver the Pledge until the respective rights of the claimants are adjudicated. If no party brings an action against the Licensee prior to the expiration of the period for which the Licensee is required to hold the Pledge under Section 6-421 of this Article, the Licensee may sell the Pledge in accordance with this Article.

**Sec. 6-436. Altered Pawn Ticket.**

The alteration of a Pawn Ticket shall not excuse the Licensee that issued it from liability to deliver the Pledge according to the terms of the ticket as originally issued, but shall relieve such Licensee from any other liability to the Pledgor of the ticket.

**Sec. 6-437. Seizure of counterfeit or reportedly lost Pawn Ticket; Seizure of counterfeit or fraudulent identification.**

(a) A Licensee may, without any liability whatsoever to the holder thereof, seize and retain any Pawn Ticket presented that purports to be a Pawn Ticket issued by that Licensee but that is found to be counterfeit or that has been reported to it as lost, stolen or destroyed. All Licensees shall immediately notify the Law Enforcement Agency upon such seizure.

(b) Upon notice of a seizure of a Pawn Ticket pursuant to this subsection, the Law Enforcement Agency shall place a hold order on the Pawn Ticket so seized, as required by Section 6-440. The Licensee shall hold all Pledged Property that is identified in the seized Pawn Ticket until such time as the lawful disposition of the Pledged Property is either agreed upon, determined by a court action, directed by ordinance or statute, or the hold order is either ordered released by the Law Enforcement Agency or has expired.

(c) If a Licensee has reason to believe a Pledgor is exhibiting counterfeit or fraudulent identification, the Licensee may seize such identification without incurring civil or criminal liability if such seizure is made in good faith and upon probable cause based upon reasonable grounds therefor, provided that the Licensee immediately delivers such identification to the Law Enforcement Agency.

**Sec. 6-438. Sale of articles represented by Pawn Tickets transferred to Licensee.**

A Licensee may sell any Tangible Personal Property deposited with it pursuant to a Contract for Purchase if the Pawn Ticket representing such property has been transferred to the Licensee in accordance with Section 6-433 thirty (30) days after such transference.

**Sec. 6-439. Investigation; Right of entry.**

(a) For the purpose of investigating violations of this Article, any authorized agent of the Law Enforcement Agency, any Person, agency, or entity authorized to enforce municipal law, or any Peace Officer may at any reasonable time investigate the business, its inventory, and examine the books, accounts, papers, and records of any Licensee or any Person, partnership, limited liability corporation, or corporation that engages in the business of Pawnbrokering within the City.

(b) Application for or acceptance of a license by a Pawnbroker under the terms and provisions of this Article shall constitute a continuing consent to entry by any authorized agent of the Law Enforcement Agency, any Person, agency, or entity authorized to enforce municipal law, or any Peace Officer upon the Licensee's premises for the purpose of investigating the business, its inventory, and examining the books, accounts, papers, and records used therein, at any time during the term of the license, during regular business hours or whenever the Licensee, its employee, or agent is upon the premises. Willful failure or refusal by a Licensee, its agent, or employee to permit entry upon the premises by any authorized individual as provided herein, after presentation of credentials and demand for entry, is a violation of this Article and shall be grounds for revocation of the Licensee's license.

**Sec. 6-440. Hold order.**

(a) Any authorized agent of the Law Enforcement Agency may verbally order a Licensee to hold any Tangible Personal Property deposited with or in the custody of such Licensee for purposes of further investigation by the Law Enforcement Agency. A hold order shall be effective upon verbal notification to the Licensee by an authorized agent of the Law Enforcement Agency and shall be for a period of ninety (90) days. The Law Enforcement Agency may extend the hold order for an additional period of ninety (90) days for good cause.

(b) The Law Enforcement Agency shall provide the Licensee with written notice of the hold order within seventy-two (72) hours of the verbal notification, unless the end of the seventy-two (72) hour period falls on a Saturday, Sunday or holiday, in which event the written notification of the hold order shall be provided to the Licensee on the following Monday or the next business day following a holiday. A hold order shall supersede the provisions of Sections 6-421 and 6-438, and no Licensee may sell or dispose of any Tangible Personal Property deposited with it or in its custody while the hold order remains in effect. Any sale or other disposition of the property after the Pawnbroker has been notified by the Law Enforcement Agency of a hold order shall be unlawful and a violation of this Article.

**Sec. 6-441. Seized property held by Law Enforcement Agency; Administrative hearing to determine possession.**

(a) When the Law Enforcement Agency no longer requires stolen property that was seized from a Licensee without its written consent to serve as evidence and there is no court order that concerns the disposition of the stolen property, the Law Enforcement Agency shall deliver the stolen property to the City. In conjunction with and simultaneous to delivering the stolen property to the City, the Law Enforcement Agency shall provide written notice to the City of the following information:

- (1) A thorough and accurate description of the stolen property in question, including serial numbers, if any;
- (2) The date upon which the Law Enforcement Agency seized the stolen property;
- (3) The reason the property was seized and the reason that the Law Enforcement Agency no longer requires the property;
- (4) The name and last known mailing address of the following Persons:
  - a. the Licensee from whom the stolen property was seized;
  - b. any Person claiming to be the lawful owner of the property;
  - c. any Person who has notified the Law Enforcement Agency in writing of his or her claim of an interest in the property; and

d. any other Person who the law enforcement reasonably knows may have an interest in the stolen property.

(b) The City Manager shall send to all Persons identified in the written notice specified in subsection (a) of this Section written notice of the right to an administrative hearing to determine who is entitled to possession of the stolen property. Such notice shall be sent to such Persons by certified mail, return receipt requested at their last mailing address known to and provided by the Law Enforcement Agency.

(c) Any Person seeking an administrative hearing to determine the lawful owner of stolen property shall file a written request for such hearing with the City Manager within fourteen (14) days after the date on which the City Manager mailed the notice of the right to an administrative hearing. The written request must include the current address and a daytime telephone number of the Person seeking the hearing, or in the case of a Licensee, its business address and telephone number.

(d) If the City Manager does not receive any request for a hearing regarding possession of the property in question within the time set forth in this Section, the City Manager shall return the property to the Person claiming to be the lawful owner of such property, not to the Licensee.

**Sec. 6-442. Conduct of hearing regarding right to possession of seized property.**

(a) If the City Manager receives a timely request for a hearing regarding possession of the property in question, the City Manager shall provide written notice of the time and place fixed for such a hearing to all parties identified in the written notice specified in Section 6-441(a) of this Article.

(b) A hearing to determine the right to possession shall be conducted before a hearing officer designated by the City Manager within seventy-two (72) hours of the City Manager's receipt of a written request for a hearing, unless the Person requesting the hearing waives the right to a speedy hearing. Weekends and holidays are excluded from the calculation of the seventy-two (72) hour period.

(c) The hearing officer shall conduct the hearing in an informal manner and shall not be bound by formal rules of evidence. The hearing officer may receive all or any part of the evidence in written form. The Person demanding the hearing shall carry the burden of establishing by a preponderance of the evidence that such Person has the right to possession of the property.

(d) At the conclusion of the hearing, the hearing officer shall prepare a written decision stating who is entitled to possession of the property. The hearing officer's decision does not constitute a warranty of title to the property in dispute. The hearing officer shall provide a copy of the written decision to all parties identified in the written notice specified in Section 6-441(a) of this Article. The decision of the hearing officer shall be final. The City Manager shall return the property to the Person determined to have the right to possession within thirty (30)

days after the date of the hearing officer's decision or, in the event that any party files an appeal of the hearing officer's decision, such property shall be returned at such time as any appeals have been exhausted.

(e) Any Person who is aggrieved at the final decision of the hearing officer may seek review of such decision by the Gilpin County District Court in accordance with Rule 106 of the Colorado Rules of Civil Procedure.

**Sec. 6-443. Enforcement and fines.**

(a) A Licensee's noncompliance with any provision of this Article shall be cause for revocation of the Licensee's Pawnbrokering license, or shall be cause for suspension or other enforcement provisions as otherwise apply to the Licensee's license.

(b) This Article may be enforced in the Municipal Court or any court of competent jurisdiction. Any Person who violates the requirements of this Article may be punished in accordance with the general penalty provisions set forth in Section 1-72 of this Code.

**Sec. 6-444. Exemptions from certain provisions of this Article.**

Internet Pawnbrokers shall be exempt from Section 6-431(a)(8) of this Article.

**Sec. 6-445. Additional provisions applicable to Internet Pawnbrokers only.**

It shall be unlawful for any Internet Pawnbroker Licensee, its employee, agent, or any other Person acting on its behalf to make a Contract for Purchase or make a Purchase Transaction with any Person whose actions or documentation would give the Licensee probable cause to believe that the Person with whom the Licensee is entering such transaction lacks legal capacity for such transaction.

**Section 2. Safety Clause.** The City Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the City of Central, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

**Section 3. Severability.** If any provision of this Ordinance, or the application of such provision to any person or circumstance, is for any reason held to be invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable. The City Council hereby declares that it would have passed this Ordinance and each provision thereof, even though any one of the provisions might be declared unconstitutional or invalid. As used in this Section, the term "*provision*" means and includes any part, division, subdivision, section, subsection, sentence, clause or phrase; the term "*application*" means and includes an application of an ordinance or any part thereof, whether considered or construed alone or together with another ordinance or ordinances, or part thereof, of the City.

**Section 4. Repeal.** Any and all ordinances or codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such ordinance or code or part thereof shall not revive any other section or part of any ordinance or code heretofore repealed or superseded and this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or

committed in violation of any ordinance hereby repealed prior to the effective date of this Ordinance.

**Section 5. Codification Amendments.** The codifier of the City's Municipal Code, Colorado Code Publishing, is hereby authorized to make such numerical and formatting changes as may be necessary to incorporate the provisions of this Ordinance within the City of Central Municipal Code.

**Section 6. Effective Date.** This Ordinance shall become effective immediately following publication, public hearing and the approval of City Council following second reading in accordance with Sections 5.9 and 5.10 of 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 \_\_\_\_ day of \_\_\_\_\_, 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:**

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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



**CITY OF CENTRAL,  
COLORADO**

**ORDINANCE NO. 12-03**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CENTRAL,  
COLORADO AMENDING SECTIONS 16-35 AND 16-163 OF CHAPTER 16, TITLED  
“ZONING”, OF THE CENTRAL CITY MUNICIPAL CODE CONCERNING  
PAWNBROKERING**

**WHEREAS**, the City is authorized under its home rule Charter, Article 23 of Title 31 and Article 20 of Title 29 of the Colorado Revised Statutes to adopt and amend land use and subdivision regulations; and

**WHEREAS**, the City Council has adopted zoning regulations codified in Chapter 16 of the Municipal Code; and

**WHEREAS**, by Ordinance No. 12-02, the City Council desires to repeal and reenact provisions governing the licensing, bonding, and regulating of pawnbrokering; and

**WHEREAS**, in furtherance of the public health, safety and welfare of the City of Central, the City Council desires to amend certain zoning regulations governing pawnbrokering; and

**WHEREAS**, said revisions to Chapter 16 have been considered by the Planning and Zoning Commission and recommended to City Council for approval; and

**WHEREAS**, City Council set a public hearing, with proper notice provided as required by law, to consider adoption of said revisions to Chapter 16; and

**WHEREAS**, the City Council has determined, based on the evidence and testimony presented at the public hearing, that the designation of pawnbrokering as a permitted land use will further the health, safety and welfare of the residents of the City.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CENTRAL,  
COLORADO:**

**Section 1.** Section 16-35, titled *Use Schedules for Zoning Districts*, is hereby amended to add “Pawnbrokering” to the schedule of permitted uses under “Commercial Use Groups” to permit Pawnbrokering in the HDG and GGG zoning districts as follows:

| <b>Commercial Use Groups</b>                   |     |     |     |     |     |     |     |     |     |  |
|--|-----|-----|-----|-----|-----|-----|-----|-----|-----|--|
|  | RCE | LDR | MDR | HDR | HDG | GGG | TSL | LCC | GPC |  |
| Pawnbrokering as defined in Chapter 6, Art. IX | N   | N   | N   | N   | Y   | Y   | N   | N   | N   |  |

**Section 2.** Subsection (8) of Section 16-163, titled *Home Occupations*, shall be

amended to add "pawnbrokering" as a prohibited home occupation to read in full as follows:

(8) The following uses, because of their tendency to go beyond the limits permitted for home occupations and thereby impair the use and value of the residential area, shall not be permitted as home occupations: auto repair or motorized implement repair; dance, music or other types of instruction (if more than four [4] students are being instructed at one [1] time); dental offices; medical offices; the painting of vehicles, trailers or boats; private schools with organized classes; motor vehicle towing operation; barber shops having more than one (1) chair, beauty shops having more than one (1) chair; welding shops; nursing homes; and pawnbrokering.

**Section 3. Safety Clause.** The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Central, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

**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 publication, public hearing and the approval of City Council following second reading in accordance with Sections 5.9 and 5.10 of 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 20<sup>th</sup> day of March, 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**

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Ronald E. Engels, Mayor

**ATTEST:**

\_\_\_\_\_  
Reba Bechtel, City Clerk



DATE: March 14, 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, February 17, 2011 through Thursday March 15, 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 February Bank Reconciliation
- Updated the fixed asset listing for the governmental and water funds
- Assisted new employees with insurance and benefit information and paperwork
- Met with CIRSA representative, Operations Director and S&F Superintendent for annual CIRSA property audit
- Worked with Operations Director and S&F Superintendent on correcting items from the CIRSA property audit and training information
- Met with Gilpin County Arts Association and Planning Director to tour Washington Hall and go over items that need to be addressed
- Worked with Gilpin County Arts Association and Planning Director on finalizing details of a display space at the Visitors Center, spoke with City Attorney regarding same
- Worked with Operations Director on obtaining valid titles for City equipment going to auction
- Filed and/or followed up on property/casualty claims with CIRSA
- Reviewed preliminary website design with City Clerk and Planning Director and provided comments to designer
- Met with Johnny Z's representatives, Operations Director and Planning Director to discuss sidewalk/roadway improvements near property and possibility of device fee rebates
- Continued preparing 2011 year end financials
- 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 and Jury Trial

## City Clerk's Office

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

**From:** Reba Bechtel, City Clerk

**Date:** March 20, 2012

**Re:** Bi-weekly Report

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- Council minutes from February 21 completed
- Packet prep for the March 20 meeting
- HPC meeting on March 14 cancelled for lack of agenda items
- Grant process in full swing. Lots of phone calls for information and residents coming in for packets.
- Ongoing: Business license: Processing new applications  
Contractor license: Processing new application  
Records room work

### Judge Information from the Court Clerk:

Judge MacManus will be here to do regular court April 10<sup>th</sup> at 9:30a.m.

### Dates that the judges have outside of our City:

Judge Gloss is at the Gilpin County Courts on Mondays, Tuesdays and Wednesdays.

Judge MacManus is an associate judge for multiple municipalities. If you cannot see him at one of the two dates here, let me know and I will try to get you dates in other cities. Associate judges do not have set schedules, so often they cannot give dates in advance.

Judge Tomsick was here for the February court. She is an associate Judge for Denver County. At the time of court, she did not have court dates for regular court. If you are interested in seeing her in Denver, I can contact her again to see if she has anything scheduled for March.



# Memo

To: Mayor, City Council and City Manager  
From: Greg Thompson, Community Development Director  
Subject: Community Development Department Bi-Weekly summary  
Date: March 20, 2012

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

1. Toured the Victorian Rose. A wonderful building with a ton of potential. The owner's representative has indicated it is going up for auction soon.
2. Created Grant Guide documents for 2012.
3. Distributed notice about the Grant program to citizens via their water billing.
4. Answered citizen inquiries about the Grant program.
5. Attended a grant writing workshop at DRCOG.
6. Attended a BID marketing meeting where a number of ideas arose. I provided responses to Joe Behm about a number of issues raised at the meeting.
7. Responded to several general citizen's inquiries.
8. Attended the Town Hall meeting with the City Manager and the Operations Director.
9. Met with the Ennovate group to game plan the weatherization portion of the project. Weatherization portion of the program has been installed in City Hall and the Visitor Center. They also completed the weatherization portion of the work at the Fire Station and the Public Works Quonset building.
10. Ennovate has also installed the lighting portion of the project in the buildings. The Parkway lighting sample has been installed as well and is in the process of review.
11. Talked with Don Sandoval with DOLA about grant opportunities. The next CDBG funding cycle is December 1.
12. Took the Central City shuttle. Suggested we get more detailed ridership data so we can better understand the effectiveness of this enterprise.
13. Toured the Johnson Reservoir, Academy Reservoir, and the Public Works facility on Eureka. Also went in the Hawley Warehouse, which is part of a package of properties going up for auction this summer.
14. Met with the Gilpin County Arts Association and Finance Director to fine tune the proposal to allow their use of the upstairs portion of the Visitor Center as an art gallery.
15. Met with City Manager and Ford Frick of BBC to discuss parking study.

16. Met with City Manager, Operations Director, and engineering group to discuss possible parking garage site layout.
17. Met with City Manager and operator of shuttle service to discuss response to FTA over Culpepper suit.
18. Was invited to be a guest at and join the Peak-to-Peak Rotary.
19. Met with Johnny Z's staff, Operations Director and Finance Director to discuss a variety of issues that need to be resolved/addressed.



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

March 2012

## Upcoming Events

- ◆ Our new 3500 HD pickup truck will be in the St. Patrick's Day Parade in Denver on the 17th. Joe and Dennis will be driving the sporting house girls.

### Special points of interest:

- ◆ The Public Works Department is pleased to welcome two new employees. Carlton Taylor and Justin Britton. Carlton has extensive infrastructure and equipment experience. Justin is new to Public Works but has a "want to" attitude. Both will be great assets to our department.
- ◆ Cindy Moore is in training with Shawn and Royce in the Water Department. We are very excited that Cindy is taking on this challenge. She will be taking her class D certification later in the summer. Cindy has been working with water for the last few weeks and is doing a great job.
- ◆ Sadly we say goodbye to John Combs. John worked with CC for 8 years, he was a great worker and person. We wish him the best of luck.



# PUBLIC WORKS DEPARTMENT

## Work like your hair's on fire...

The Public Works Department will have our second town hall meeting on Wednesday, March 20th. We hope to have more input from the community and receive some good feedback.

We are also beginning to think about the spring cleanup. The fall cleanup was a great success. We are thinking that May will be a better month as last year's Spring cleanup was rainy. This will continue to develop and we will keep you informed.

Public Works is still awaiting the arrival of the 5500 pickup truck with the boom, sander, and dump body. We hope by the end of the month that the parts will be in and assembly can begin. The 3500 is plowed up and the damaged 2006 truck has been repaired. We should have that back by the week ending March 16th.

Public Works placed the 1975 road grader and our 1992 bobcat into public auction. The auction was on March 13th and the grader brought \$12,000 and the bobcat brought \$6100. We are asking Council to approve a new bobcat with a grader attachment at the next meeting.

As for the fleet, we have been working very hard to maintain existing equipment and purchase new equipment. This will allow us to work more efficiently and not have to worry about things breaking down.

Regarding projects, we have decided to once again to develop our spreadsheet task list (included in report) to help track all the items that need attention. Our staff is working hard on multiple projects daily. This is a significant change from the past when most of the crew worked on the same task. Our staff now has the experience and expertise to break into pairs and we are getting more done everyday. Some of the projects we are working on include:

- Academy Building—clean out
- Nevada Street—ditch work
- Public Works Facility—clean up

Parkway—reflectors, painting delineator posts, ordering guardrail

City Dump—burn pile, clean-up

Cindy and Shannon have ordered the flowers and we have ordered new flags for the season.



Shawn and Royce are working with Black and Veatch on compliance issues, the master water plan, and keeping our water clean. They are also doing water meter previews for homes that still need water meters. We have approx. 150 to do and we will be getting started installing meters the week of March 19th. We will be hiring master plumber Tim Callendar to help with the installs. He will be a Public Works employee but will only be doing meter installs and previews; when the meter project is complete his services will no longer be needed.

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](mailto:opdirector@cityofcentral.co)

303-598-1936 day cell

### Personal Message:

I am so excited with the staff we have assembled, the experience, expertise, and drive to get things done is refreshing. This is going to be a very productive spring and summer, so if you happen to see Shawn, Royce, Joe, Frank, Dennis, Cindy, Fred, Carlton, or Justin thank them for doing a great job.







To: Alan Lanning, City Manager

From: Terry Krelle, Chief of Police

Date: March 15, 2012

Subject: Weekly Report – Week Ending 03-16-12

Weekly Statistics:

| <b>Report Period:</b>                     | Current Period | Year To Date | 2011        | 2010        | 2009        |
|---|----------------|--------------|-------------|-------------|-------------|
| January 1, 2012 to March 11, 2012         |                |              |             |             |             |
| <b>ACTIVITY:</b>                          |                |              |             |             |             |
| Assist other Agency                       | 22             | 22           | 141         | 175         | 166         |
| Assist by other Agency                    | 0              | 0            | 4           | 3           | 25          |
| Drugs                                     | 3              | 3            | 14          | 11          | 4           |
| Forgery/Fraud                             | 2              | 2            | 4           | 6           | 9           |
| Thefts                                    | 12             | 12           | 47          | 54          | 32          |
| Crimes Against Persons                    | 19             | 19           | 100         | 89          | 64          |
| Crimes Against Property                   | 12             | 12           | 36          | 55          | 62          |
| Patrol-Chase Gulch Reservoir/Parks        | 61             | 61           | 768         | 660         | 662         |
| Arrests                                   | 23             | 23           | 69          | 56          | 44          |
| Intoxicated Parties/Detox Sobriety Checks | 46             | 46           | 219         | 261         | 118         |
| <b>TRAFFIC:</b>                           |                |              |             |             |             |
| DUI/DUID                                  | 0              | 0            | 7           | 5           | 5           |
| Traffic Accidents                         | 12             | 12           | 42          | 47          | 56          |
| Traffic Citations                         | 37             | 37           | 334         | 262         | 140         |
| Traffic Warnings                          | 115            | 115          | 560         | 603         | 726         |
| <b>ORDINANCE</b>                          |                |              |             |             |             |
| City Ordinance Violations                 | 18             | 18           | 190         | 192         | 242         |
| <b>ALL OTHER CASES</b>                    | 130            | 130          | 817         | 774         | 1148        |
| Residential Patrols                       | 177            | 177          | 1917        | 1342        | 1506        |
| Prospector's Run Patrols                  | 26             | 26           | 317         | 339         | 669         |
| <b>TOTAL CASES</b>                        | <b>715</b>     | <b>715</b>   | <b>5926</b> | <b>4934</b> | <b>5638</b> |

Calls for Service this period: 1160

2011 Calls for Service: 7512

2009 Calls for Service: 7219

2012 Year to Date Calls for Service: 1160

2010 Calls for Service: 7153

2008 Calls for Service: 9126

STATISTICS

These statistics reflect reports and calls for service taken by the officers.

## **CALLS OF INTEREST**

During the period, there has been nineteen parking tickets written, seventeen were for vehicles parked in no parking zones, one for a vehicle on the sidewalk and one for a bus idling longer than 5 minutes. On 02/19, an officer responded to Reserve Casino for a fight between two parties. The subjects were separated and did not wish to press charges on each other, they were escorted from the building. On 02/19, a theft of a wallet was reported from Johnny Z's, there are no suspects at this time. Also on 02/19, another disturbance was reported at Reserve. An officer responded and separated two males that were calling each other names and escalating the confrontation. The two were separated and sent on the way with a warning. 02/28, an officer responded to a domestic at Century. The female was identified as the aggressor and jailed on assault charges. Throughout the remainder of the period there were a multitude of disturbance calls throughout the City that were handled.

## **TRAINING**

Officer Schaller is currently in Field Training and has taken an Intoxilizer class as well.

## **MISC.**

I have conducted normal weekly administrative duties. I have been updating the Police Department web page. I have been researching equipment purchases for the new vehicles and have been arranging for the outfitting of those vehicles when they come in.

## **PARKWAY ISSUES**

This past reporting period, there were three accidents on the Parkway. Since the road has opened, we have issued 3969 warnings; most were for speeding.

This week:

52 Warnings, 24 Summonses

Since opening day, November 19, 2004

|          |                 |
|----------|-----------------|
| Warnings | Traffic Summons |
| 3969     | 1180            |

## Memorandum

**DATE:** 1 March 2012  
**TO:** Alan Lanning / City Manager  
**FROM:** Gary Allen / Fire Chief  
**RE:** **Activity Report**

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The Fire Department has responded to 59 incidents as of 1 March 2012 with 7 incidents being out of city, and of those 5 incidents were for Mutual Aid to other agencies. Following are the activities the department responded to and conducted for this reporting period.

Friday 27 January, 2012 - 23:36 PM / Medical

Sunday 29 January, 2012 - 02:22 AM / Fire Alarm

Tuesday 31 January, 2012 - 04:49 AM / Medical

Thursday 2 February, 2012 - 01:38 AM / Fire Alarm

Sunday 5 February, 2012 - 08:49 AM / Fire Alarm

Monday 6 February, 2012 - 03:58 AM / Fire Alarm

Monday 6 February, 2012 - 17:51 PM / Medical

Friday 10 February, 2012 - 06:30 AM / Fire Alarm

Saturday 11 February, 2012 - 09:53 AM / Medical - drove Medic 2 to St. A's

Saturday 11 February, 2012 - 20:29 PM / Fire Alarm

Saturday 11 February, 2012 - 20:55 PM / Mutual Aid - BHFD

Sunday 12 February, 2012 - 02:23 AM / MVA

Tuesday 14 February, 2012 - 19:29 PM / Medical

Wednesday 15 February, 2012 - 12:31 PM / Fire Alarm

Friday 17 February, 2012 - 14:00 PM / Medical

Friday 17 February, 2012 - 21:51 PM / Medical

Saturday 18 February, 2012 - 09:25 AM / Medical

Saturday 18 February, 2012 - 23:07 PM / Medical

Tuesday 21 February, 2012 - 10:43 AM / Structure Fire

Tuesday 21 February, 2012 - 22:17 PM / MVA

Wednesday 22 February, 2012 - 10:20 AM / Service call (Downed Powerline)

Thursday 23 February, 2012 - 14:15 PM / Medical

Friday 24 February, 2012 - 12:25 PM / Fire Alarm

Saturday 25 February, 2012 - 19:08 PM / Fire Alarm

Sunday 26 February, 2012 - 04:20 AM / Mutual Aid Structure Fire Timberline

Sunday 26 February, 2012 - 10:10 AM / Medical

Tuesday 28 February, 2012 - 00:40 AM / Medical - Drove Medic 2 to St. A's

Wednesday 29 February, 2012 - 07:42 AM / Mutual Aid – BHFD

Wednesday 29 February, 2012 - 22:40 PM / Medical

I met with Gloria Gaines at City Hall on some fire code questions. Work on NFIRS and conducted regular department training on fire apparatus safety and ropes, on Thursday night 9 February. On Saturday February 11 we also conducted an "Every One Goes Home" training through the NFPA curriculum, on Wednesday night 15 February we attended a MCI training at Clear Creek Fire Authority and on Thursday night 16 February we conducted regular department training on building safety and utilities shut down and Hy-brid vehicles. I assisted the Otis Elevator Technician at City Hall. I attended the Combination Chiefs meeting at Boulder Rural Fire Department, the Gilpin County AOP (Annual Operating Plan) for 2012 Wildland Fire season with other county agencies, Sheriff Hartman, State and Federal Forest Service agencies. We conducted a pension board meeting at City Hall and attended a City Council meeting. On Wednesday night 22 February we conducted and attended our monthly joint medical training with Timberline and St. Anthony's hospital. Some of our people attended the St Anthony EMS mini-conference at Ameristar on 26 and 27 February.

I took our gas detectors over to Georgetown to meet Safeware to calibrate the detectors while they were up doing Clear Creek Fire's detectors. I went to Denver for supplies and pager batteries. Met with Tri-County Fire Protection and conducted fire extinguisher inspections. Captain Headrick and I met with Mark Hall with First Responder Communications on portable and mobile radios pertaining to the radio project in order to comply with the January 2013 mandate deadline.

I conducted re-inspections on Reserve, Johnny Z's, Bonanza and Easy Street with Brian Cheek with the Colorado Division of Fire Safety. Three of the four businesses corrected the items listed on the original inspection sheet except for Reserve. I also had to shut down the kitchen in the reserve for non-compliance of their Ansul system hood fire extinguishment system. They did repair the system that very night and only lost one night of service from the main kitchen. However, I am going to have to write them a strong letter concerning the non-compliance of the remaining items on the inspection sheet. This will be the first time such an action has ever had to be done at that location.

## MEMORANDUM

**DATE:** 15 March 2012  
**TO:** Alan Lanning / City Manager  
**FROM:** Gary Allen / Fire Chief  
**RE:** **Activity Report**

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The Fire Department has responded to 69 incidents as of 15 March 2012 with 7 incidents being out of city, and of those 5 incidents was for Mutual Aid to other agencies. Following are the activities the department responded to and conducted for this reporting period.

Friday 2 March, 2012 - 17:00 PM / MVA

Friday 2 March, 2012 - 19:18 PM / Medical

Saturday 3 March, 2012 - 12:05 PM / Medical

Sunday 4 March, 2012 - 11:04 AM / Medical

Tuesday 6 March, 2012 - 20:10 PM / Medical

Wednesday 7 March, 2012 - 14:05 PM / Medical

Sunday 11 March, 2012 - 08:05 AM / Medical

Tuesday 13 March, 2012 - 17:58 PM / Fire Alarm

Wednesday 14 March, 2012 - 07:02 AM / Fire Alarm

Wednesday 14 March, 2012 - 16:16 PM / Haz-Mat

We conducted our monthly Truck and Station Maintenance at station 1. We conducted our regular department training on ICS and Accountability on 3 March 2012. Captain Phil Headrick and I attended the Jeffco Wildland Cooperators meeting in Golden on 7 March.

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The Innovate people were at station 1 on different occasions conducting their energy conservation work. I am working on grant possibilities, specifications and request for quotes for some extrication equipment. I inspected piles at the dump site for burning and we were able to get one pile burned on 8 March, with a fire crew of 3 and 2 Public Works personnel. I continued to work on research for radios to meet the 1 January 2013 mandate deadline. I am currently demoing a new portable from Bendix King. I met with Assistant Chief Mark Abrahamson on training issues and radio's this week. I went to Denver for parts and worked on my truck the period.