

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

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

7:00pm Council Meeting

1. Call to Order.
2. Roll Call.

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

Regular Bill lists of April 5 and 12;
March Financial Report; and
City Council minutes: April 3, 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.

SECOND READING & PUBLIC HEARING –

7. 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)

ACTION ITEMS: NEW BUSINESS –

8. Parkway Fence – Review and Discussion
9. Main Street Music – Review and Discussion

10. Monument Sign – Review and Discussion
11. Resolution No. 12-06: A resolution of the City Council of the City of Central amending the City of Central Comprehensive Fee Schedule. (Michow)
12. Resolution No. 12-07: A resolution of the City Council of the City of Central, Colorado, approving the form of the lease agreement with the Modular Space Corporation and authorizing the execution and delivery thereof. (Kisselman)
13. Historic Grant Program (Thompson)
14. Ordinance No. 12-04: An ordinance amending Ordinance No. 10-15 to impose additional regulations regarding water meters on all water-using units within the City as codified in Article 1, Chapter 13 or the Central City Municipal Code.(Kisselman)

REPORTS –

15. 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).

PUBLIC OFFICER LIABILITY TRAINING - CIRSA DVD

EXECUTIVE SESSION –

- Pursuant to C.R.S. § 24-6-402(4)(b) for purposes of receiving legal advice concerning Home Rule Charter and Code of Ethics Compliance and City Manager contract; and
- Pursuant to C.R.S. § 24-6-402(4)(b) for purposes of receiving legal advice and C.R.S. § 24-6-402(4)(e) for instructing negotiators regarding the municipal judge appointment.

ADJOURN. Next Council meeting May 1, 2012.

Posted 4/13/12

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

**CITY OF CENTRAL
CASH ON HAND
4/12/2012**

Total Beginning ENB Cash on Hand 3/29/2012	289,923.75
Deposits to CCNB	284,715.96
Wires Out CCNB	(53,030.81)
Cleared Checks	(239,022.69)
<hr/>	
4/12/2012	282,586.21
<less previously approved & outstanding>	(30,488.36)
<less <i>Burg Simpson Settlement-to GF Reserve</i> >	(125,000.00)
Total CCNB Cash on Hand 4/12/2012	127,097.85
Total Beginning Colotrust Cash on Hand 3/29/12	1,038,044.40
Wires into Account	59,214.80
Wires out of Account-Into Evenrgreen National	(200,000.00)
Total Colotrust Cash on Hand 4/12/2012	897,259.20
TOTAL CASH ON HAND 4/12/12	1,024,357.05

**CITY OF CENTRAL
DEBIT CARD PURCHASES
3/30 through 4/11**

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
3/30/2012	Mid City Grille	Lunch with Goltra	11.96
4/2/2012	Foreign Car Service	Emmission for Truck to Auction	65.00
4/9/2012	Earthlink.com	Internet for PW	21.95
4/9/2012	Engineersupply.com	Engineer Field Bag	36.24
4/10/2012	Cyberweld	Welder for PW	1,562.00
4/11/2012	Northern Tool	PW Tools	58.82
TOTAL			1,755.97

CASH FLOW
CHECK LISTING

Inv Date	Inv #	Ck. Date	CK#	Vendor	Description	Amount	Mail Date
3/22/12	032212	4/5/12	124650	CIRSA	Property Casualty and Workers Comp	25,770.25	
4/2/12	5751117518	4/5/12	124651	Clear Creek Supply	PW Tools and Supplies	13.90	
3/26/12	032612	4/5/12	124652	Farmers Highline Canal	Ditch Fees for Water	4,365.00	
4/5/12	April 2012	4/5/12	124653	Gilpin Ambulance	Ambulance Service	12,750.00	
3/15/12	0224766	4/5/12	124654	The Lighthouse	Fire Dept Supplies	147.98	
3/23/12	032312	4/5/12	124655	Xcel Energy	Electricity	169.16	
4/5/12	040512	4/5/12	124656	Purchase Power	Postage	53.19	
4/5/12	040512	4/5/12	124657	Sams Club	Membership Renewal	35.00	
4/5/12	April 2012	4/5/12	124658	Vision Service Plan	Vision Insurance Premiums	505.99	
4/3/12	351368	4/5/12	124659	Pitney Bowes	Postage Scale Rental	32.25	
4/5/12	040512	4/5/12	124660	CACP	PD Membership	150.00	
4/1/12	120401	4/5/12	124661	Gilpin County Historical Society	Washington Hall Employee	1,936.62	
4/2/12	92512	4/5/12	124662	CWD Services	Clean, Inspect Reservoir	2,450.00	
3/28/12	500627	4/5/12	124663	Hill Petroleum	PW Supplies-Gauge	280.80	
4/1/12	040112	4/5/12	124664	One Way Inc.	Residential Trash Pick Up	4,142.97	
3/25/12	032512	4/5/12	124665	Skybeam	Internet for Water Plant	74.81	
2/14/12	664615	4/5/12	124666	Raquel Ferszt	Translator for Court	119.00	
4/5/12	113314	4/5/12	124667	Air-O-Pure Portables	Restroom Sanitation at Shop and Reservoir	95.00	
3/1/12	3649	4/5/12	124668	Ausmus Law Firm	Court Attorney for March	1,200.00	
4/1/12	3145	4/5/12	124669	Prospectors Run	Snow Removal for April	800.00	
3/23/12	032312	4/5/12	124670	USA Communications	Internet for PW, FD and Townhomes	202.68	
3/14/12	459076	4/5/12	124671	Detroit Industrial Tool	Rescue Equipment-FD	298.02	
4/5/12	040512	4/5/12	124672	Colorado State Parks	ATV Registration	25.25	
4/1/12	040112	4/5/12	124673	Assurant Employee Benefits	Dental Insurance Benefits	1,588.19	
4/3/12	6	4/5/12	124674	Northstar Concrete	Main Street Streetscape	82,245.88	clrd
		4/13/12	124675-124678	Payroll Checks	Payroll Checks	3,238.10	
		4/13/12	124679	Co Dept. of Revenue	Employee Garnishment	58.68	
		4/13/12	124680	ICMA-401	Retirement Contributions	2,748.79	
		4/13/12	124681	ICMA-457	Retirement Contributions	1,336.09	
		4/13/12	124682	ICMA-IRA	Retirement Contributions	331.00	
4/4/12	April 2012	4/12/12	124683	Barbara Thielemann	Planning Commission Attendance	50.00	
4/1/12	2ndQtr2012	4/12/12	124684	BC/CC Sanitation District	City Property Sanitation	592.00	
3/29/12	10499	4/12/12	124685	Blackwell Oil	Fuel	4,171.31	
4/9/12	10345224	4/12/12	124686	Bulbs Plus Denver	Halgoen Bulbs	21.44	
3/26/12	5751110784	4/12/12	124687	Clear Creek Supply	PW Works Auto Parts	147.66	
4/10/12	4/11	4/12/12	124688	Colorado State Treasurer	4th Qtr Unemployment Insurance	1,069.16	Sent
4/4/12	0412	4/12/12	124689	Gilpin County	Victim Services 2nd Qtr	500.00	
4/1/12	April 2012	4/12/12	124690	Lew Cady	Historic Preservation Attendance	50.00	
3/29/12	032912	4/12/12	124691	Home Depot	PW Supplies/Water Supplies	1,668.18	
3/1/12	2213707	4/12/12	124692	Idaho Springs Lumber	Concrete Mix	52.50	
4/10/12	April 2012	4/12/12	124693	Richard McManus	Judge for Court Services	90.00	
3/9/12	246867	4/12/12	124694	Mountain State Employers	2nd Qtr Dues	625.67	

CASH FLOW
CHECK LISTING

4/12/2012

4/2/12	040212	4/12/12	124695	Xcel Energy	Electricity	11,947.47
4/2/12	122166	4/12/12	124696	SSI Emergency Equipment	Reflective Plates	175.61
4/5/12	4555716	4/12/12	124697	HD Supply Waterworks	Meter Supplies	285.84
3/31/12	2123195	4/12/12	124698	Utility Notification Center	Line Locates	12.88
4/4/12	040412	4/12/12	124699	Stephen Williamson	Water Legal Counsel and Litigation	4,426.68
4/4/12	2012040409	4/12/12	124700	Anthem BCBS	Health Insurance Premiums	20,270.75
4/4/12	April 2012	4/12/12	124701	Janet Spain	Planning Commission Attendance	50.00
12/13/11	251297	4/12/12	124702	Short Elliot Hendrickson	Main Street, On Call Services	2,489.99
4/11/12	April 2012	4/12/12	124703	Gilpin County Historical Society	Historic Preservation Attendance-Capello	50.00
3/27/12	90026678	4/12/12	124704	Derick Sorenson	Paint	478.80
4/4/12	6969	4/12/12	124705	Deere & Ault Consultants	General Water Consulting and Acct.	5,375.00
4/1/12	521181	4/12/12	124706	FSH Communications	Pay Phone Service	70.00
3/22/12	14625	4/12/12	124707	Royce Industries	Sewer Hose and Nozzle	316.50
3/30/12	308504	4/12/12	124708	Hill Petroleum	Gas and Oil for FD	230.02
3/20/12	180402	4/12/12	124709	Books West	Books for VC ReSale	645.06
3/21/12	a056341675	4/12/12	124710	A&E Tire	Tires for Vehicle	600.68
4/5/12	165373	4/12/12	124711	Sanborn Ltd.	VC Inventory for ReSale	364.40
4/4/12	040412	4/12/12	124712	Sprint	Long Distance Fax Line	8.45
4/1/12	9106782	4/12/12	124713	Stanley Convergent	Alarm Monitoring	413.40
4/4/12	April 2012	4/12/12	124714	Chris Rogers	Planning and HP Commissions	100.00
3/28/12	1070641543	4/12/12	124715	Verizon Wireless	Cell Phone Service	860.19
4/1/12	2012328	4/12/12	124716	Omni-Pro Cleaning	City Hall Cleaning	300.00
3/26/12	1029452	4/12/12	124717	Equinox Pump and Controls	Sump Pump and Spring Street Work	720.76
4/12/12	A117272	4/12/12	124718	Botany Lane Greenhouse	Summer Flowers for Baskets	3,864.80
4/1/12	040112	4/12/12	124719	T&D Carwash	PD Car Washes	82.00
4/11/12	April 2012	4/12/12	124720	Alexander Thome	Historic Preservation Attendance	50.00
4/11/12	April 2012	4/12/12	124721	Deborah Wray	Historic Preservation Attendance	50.00
3/27/12	1633	4/12/12	124722	Finish Line Systems	Residential Meter Install Parts	448.71
3/28/12	028549	4/12/12	124723	Morning Star Elevator	Service Contract for Washington Hall	295.50
3/22/12	100	4/12/12	124724	Embroidery By Karen	Shirts for Water Employee	32.00
4/4/12	106113915	4/12/12	124725	Modular Spce Corp.	Lease Payment for PW Trailer	136.60
4/3/12	2550	4/12/12	124726	Encon Colorado	Meter Pit Risers	915.00
3/19/12	4113	4/12/12	124727	Jewelry By Marks LLC	Jewelry for VC ReSale	200.77
4/5/12	145381	4/12/12	124728	Premium Auto Glass	PD Windshield	367.22
3/31/12	27746	4/12/12	124729	Safety & Construction Supply	Guardrail Supplies	917.32
4/11/12	11917	4/12/12	124730	Kristina Consulting Group	Employee Drug Screening	50.00
4/9/12	64699	4/12/12	124731	D&R Sales	Boots for PW Employee	134.85
3/30/12	2106835	4/12/12	124732	EDS Waste	Trash Dumpster Rental	75.00
3/31/12	003	4/12/12	124733	Ennovate Corporation	EPC Payment	43,941.18
4/10/12	041012	4/12/12	124734	Jared Schaffer	Bond Release	150.00
4/12/12	041212	4/12/12	124735	Sysco Denver	Sales Tax Refund	5,791.29
4/2/12	12071	4/12/12	124736	DCC	Barrier Lift for PW	3,250.00
4/4/12	April 2012	4/12/12	124737	Margaret Grant	Planning Commission Attendance	50.00

CASH FLOW
CHECK LISTING

4/12/2012

4/10/12	Summer2012	4/12/12	124738	Sandstone Concerts	Central City Summer Events-BID	28,500.00
Total Issued:						326,185.60
Approved & Sent Checks:						30,488.36
Cird & Pending Approval						83,315.04
Voided Checks						-
Total Pending Approval 4/17						295,697.24

YTD REVENUE EXPENDITURE FUND SUMMARY
AS OF March 31, 2012

<u>Fund</u>	<u>Revenues YTD</u>	<u>Expenditures YTD</u>	<u>Excess/(Deficiency)</u>
General	988,148	1,278,787	(290,639)
Historic Preservation	701	526,804	(526,103)
Debt	188,913	13,012	175,901
Water	103,784	114,994	(11,210)
Totals	1,281,546	1,933,597	(652,051)

**CITY OF CENTRAL
GENERAL FUND
REVENUES EXPENDITURE REPORT
AS OF March 31, 2012**

REVENUES

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Excess/ (Deficiency)</u>
01-311-0000	Specific Ownership Tax	235	1,500	16%	(1,265)
01-311-0001	Delinquent Tax & Interest	116	100	116%	16
01-311-0002	Miscellaneous Prop Taxes	-	2,700	0%	(2,700)
01-311-1000	General Property Tax Revenue	5,937	21,645	27%	(15,708)
01-313-0000	Sales Tax Revenue	162,103	600,000	27%	(437,897)
01-313-0001	Delinquent Sales Tax Charges	-	-		-
01-313-1000	Use Tax	892	20,000	4%	(19,108)
01-313-3000	Lodging Tax	11,220	36,000	31%	(24,780)
01-318-2000	Franchise Tax	15,789	69,000	23%	(53,211)
01-318-3000	Device Fees Machine Tax	512,122	1,829,991	28%	(1,317,869)
01-318-3001	Device Fee-2nd Add'l	51,189	182,916	28%	(131,727)
01-318-3002	Device Fees-Tollgate	97,739	568,674	17%	(470,935)
01-320-1000	Sales Tax License	2,035	2,000	102%	35
01-320-1001	Business Licenses	255	2,800	9%	(2,545)
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	800	2,700	30%	(1,900)
01-322-1000	Building Permits	1,182	15,000	8%	(13,818)
01-322-7000	Sign License	100	600	17%	(500)
01-335-4000	Highway User Tax Fund	11,871	45,000	26%	(33,129)
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	1,682	17,000	10%	(15,318)
01-335-6000	Cigarette Tax	470	1,300	36%	(830)
01-335-9000	State Gaming Tax	-	800,000	0%	(800,000)
01-341-1000	Court Costs	460	1,200		(740)
01-341-2000	Other(Pub, Cop, B/D Cert)	50	250	20%	(200)
01-341-3000	Design Review Fees	687	5,000	14%	(4,313)
01-341-5000	Other Licenses, Fees & Permits	1,325	4,000	33%	(2,675)
01-341-6000	Elevator Inspection Fee	180	6,000	3%	(5,820)
01-342-0000	Snow Removal/Equipment Rental	-	500	0%	(500)
01-342-1000	Fingerprinting	640	2,600	25%	(1,960)
01-342-5000	Impound Fees	-	-		-
01-347-8000	Marketing Revenues-Events	-	-		-
01-351-1000	Fines	8,505	45,000	19%	(36,495)
01-352-1000	Bond Forfeiture	-	-		-
01-361-0000	Interest Income	14	200	7%	(186)
01-362-2000	Surplus Sale Revenue	-	5,000	0%	(5,000)
01-363-1000	Lease Revenue	30,713	43,500	71%	(12,787)
01-390-0000	Other Misc Revenue	51,906	5,000	1038%	46,906
01-390-0422	Fire Dept Revenues	133	3,000	4%	(2,867)
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	17,448	-		17,448
TOTAL REVENUES		988,148	4,373,326	23%	(3,385,178)

**CITY OF CENTRAL
GENERAL FUND
REVENUES EXPENDITURE REPORT
AS OF March 31, 2012**

JUDICIAL DEPARTMENT

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Excess/ (Deficiency)</u>
01-412-1100	Salaries & Wages	9,814	26,700	37%	16,886
01-412-2100	Insurance Benefits	536	2,025	26%	1,489
01-412-2200	Payroll Taxes	718	2,050	35%	1,332
01-412-2210	State Unemployment Tax	-	80	0%	80
01-412-2300	401K	182	675	27%	493
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	1,200	7,200	17%	6,000
01-412-3301	IT MAINTENANCE	3,391	6,750	50%	3,359
01-412-3330	Municipal Court Expense	27	-		(27)
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	100	2,840	4%	2,740
01-412-5611	Credit Card Processing Fees	80	500	16%	420
01-412-6110	Office Supplies	165	685	24%	520
01-412-6111	Stationary/Forms	80	350	23%	270
01-412-6112	Photocopier Charges	-	850	0%	850
TOTAL JUDICIAL		16,556	53,050	31%	36,494

ADMINISTRATION DEPARTMENT

01-413-1100	Salaries & Wages	30,208	112,200	27%	81,992
01-413-1101	Mayor & Council Salaries	7,710	30,900	25%	23,190
01-413-2100	Insurance Benefits	4,266	17,050	25%	12,784
01-413-2200	Payroll Taxes	2,281	8,600	27%	6,319
01-413-2201	Fica/Mdcr Mayor & Council	590	2,400	25%	1,810
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	3,571	3,000	119%	(571)
01-413-3330	Attorney/Legal	26,307	70,000	38%	43,693
01-413-3341	Special Legal	-	15,000	0%	15,000
01-413-4100	Public Service	1,734	4,986	35%	3,252
01-413-4110	SEWER	49	175	28%	126
01-413-4303	Building Maintenance	2,313	1,200	193%	(1,113)

**CITY OF CENTRAL
GENERAL FUND
REVENUES EXPENDITURE REPORT
AS OF March 31, 2012**

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Excess/ (Deficiency)</u>
01-413-4304	Alarm Monitoring	69	620	11%	551
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	533	1,600	33%	1,067
01-413-4420	Century/Tollgate Dv Fee Rebate	154,753	457,775	34%	303,022
01-413-5100	Postage	161	600	27%	439
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	402	1,300	31%	898
01-413-5301	Cellular Phones	130	540	24%	410
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	1,405	4,500	31%	3,095
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	154	685	22%	531
01-413-6111	Stationary/Forms	-	200	0%	200
01-413-6112	Photocopier Charges	386	850	45%	464
01-413-6114	Software/Internet	249	185	135%	(64)
01-413-7431	Computer Equipment	-	3,750	0%	3,750
TOTAL ADMINISTRATION		249,824	795,338	31%	541,764

CITY CLERK

01-411-1100	Salaries & Wages	18,670	61,200	31%	42,530
01-411-1101	Event Coordination	-	1,000	0%	1,000
01-411-2100	Insurance Benefits	1,651	10,100	16%	8,449
01-411-2200	Payroll Taxes	1,249	4,700	27%	3,451
01-411-2210	State Unemployment Tax	-	200	0%	200
01-411-2300	401k	659	2,450	27%	1,791
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	3,391	3,000	113%	(391)
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	1,155	4,880	24%	3,725
01-411-4110	SEWER	32	175	18%	143
01-411-4303	Building Maintenance	197	1,200	16%	1,003
01-411-4304	Alarm monitoring	69	620	11%	551
01-411-5100	Postage	161	550	29%	389
01-411-5111	City Clerk/Sleuth Software	-	-		-
01-411-5200	Liability Insurance	27	105	26%	78
01-411-5300	Telephone	402	1,300	31%	898

**CITY OF CENTRAL
GENERAL FUND
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<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Excess/ (Deficiency)</u>
01-411-5410	Classifieds	198	3,000	7%	2,802
01-411-5420	Legal Publications	118	-		(118)
01-411-5611	Credit Card Fees	36	200	18%	164
01-411-5700	Dues & Subscriptions	150	200	75%	50
01-411-6110	Office Supplies	162	685	24%	523
01-411-6111	Stationary & Forms	-	350	0%	350
01-411-6112	Photocopier Charges	386	850	45%	464
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
TOTAL CITY CLERK		33,027	113,296	29%	79,265

FINANCE DEPARTMENT

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Excess/ (Deficiency)</u>
01-415-1100	Salaries & Wages	29,256	108,250	27%	78,994
01-415-1101	Event Coordination	-	1,000	0%	1,000
01-415-2100	Insurance Benefits	3,808	13,900	27%	10,092
01-415-2200	Payroll Taxes	2,185	8,300	26%	6,115
01-415-2210	State Unemployment Tax	-	325	0%	325
01-415-2300	401k	774	2,800	28%	2,026
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	3,391	3,000	113%	(391)
01-415-3403	Filing Fees	-	-		-
01-415-4100	Public Service	1,155	4,674	25%	3,519
01-415-4110	SEWER	32	175	18%	143
01-415-4303	Building Maintenance	197	1,200	16%	1,003
01-415-4304	Alarm Monitoring	69	620	11%	551
01-415-5100	Postage	162	550	29%	388
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	514	1,300	40%	786
01-415-5410	Classified	-	150	0%	150
01-415-5600	Treasurer's Fees	128	850	15%	722
01-415-5610	Bank Charges	508	1,500		992
01-415-5611	Credit Card Processing Fees	10	300	3%	290
01-415-5700	MEMBERSHIP FEES	505	250	202%	(255)
01-415-5800	Travel	-	-		-
01-415-6110	Office Supplies	1,079	685	158%	(394)
01-415-6111	Stationary & Forms	93	500	19%	407

**CITY OF CENTRAL
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01-415-6112	Photocopier Charges	386	850	45%	464
01-415-6114	Software/Internet	15	185	8%	170
01-415-7431	Computer Equipment	3,850	3,750	103%	(100)
	TOTAL FINANCE	51,815	185,726	28%	134,011

COMMUNITY DEVELOPMENT

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Excess/ (Deficiency)</u>
01-419-1100	Salaries & Wages	24,500	72,160	34%	47,660
01-419-2100	Insurance Benefits	2,029	4,500	45%	2,471
01-419-2200	Payroll Taxes	1,854	5,520	34%	3,666
01-419-2210	State Unemployment Tax	-	230	0%	230
01-419-2300	401K	980	2,880	34%	1,900
01-419-2400	Training/Seminars	53	1,000	5%	947
01-419-2600	Workers Comp Insurance	584	2,471	24%	1,887
01-419-3301	IT Services & Support	4,941	6,750	73%	1,809
01-419-3401	Planning & Engineering	32,068	-		(32,068)
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	1,155	4,674	25%	3,519
01-419-4110	SEWER	32	175	18%	143
01-419-4303	Building Repairs & Maintenance	197	1,200	16%	1,003
01-419-4304	Alarm Monitoring	69	620	11%	551
01-419-4305	Building Permits	-	10,500	0%	10,500
01-419-5100	Postage	161	550	29%	389
01-419-5200	Liability Insurance	27	105	26%	78
01-419-5300	Telephone	402	1,690	24%	1,288
01-419-5410	Classifieds	-	700	0%	700
01-419-5611	Credit Card Processing Fees	58	300	19%	242
01-419-5700	Dues & Subscriptions	720	1,500	48%	780
01-419-6110	Office Supplies	232	685	34%	453
01-419-6111	Stationary & Forms	53	250	21%	197
01-419-6112	Photocopier Charges	386	850	45%	464
01-419-6114	Software/Internet	-	185	0%	185
	TOTAL COMMUNITY DEVELOPMENT	70,596	129,595	54%	58,999

PUBLIC WORKS DEPARTMENT

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Excess/ (Deficiency)</u>
01-431-1100	Salaries & Wages	103,217	452,128	23%	348,911
01-431-1300	Overtime	-	6,000	0%	6,000
01-431-2100	Insurance Benefits	31,269	120,774	26%	89,505
01-431-2200	Payroll Taxes	7,622	33,440	23%	25,818
01-431-2210	State Unemployment Tax	-	1,311	0%	1,311
01-431-2300	401k	3,966	17,485	23%	13,519
01-431-2310	457	-	-		-

**CITY OF CENTRAL
GENERAL FUND
REVENUES EXPENDITURE REPORT
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<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Excess/ (Deficiency)</u>
01-431-2400	Training/Seminars	681	2,000	34%	1,319
01-431-2600	WORKERS COMP Insurance	3,851	14,016	27%	10,165
01-431-3301	Computer IT	4,581	6,750	68%	2,169
01-431-4100	Public Service	18,898	86,250	22%	67,352
01-431-4110	Sewer	1,038	5,500	19%	4,462
01-431-4210	Recycling	-	5,000	0%	5,000
01-431-4211	City Trash Service	1,605	8,000	20%	6,395
01-431-4212	Citizen Trash Service	15,980	42,500	38%	26,520
01-431-4303	Building Maintenance	2,422	6,500	37%	4,078
01-431-4304	Alarm Monitoring	69	620	11%	551
01-431-4330	Streets & Culverts	-	5,000	0%	5,000
01-431-4331	Paint Stripping	1,091	5,000	22%	3,909
01-431-4332	Equipment & Tools	3,651	2,500	146%	(1,151)
01-431-4345	Park Maintenance	153	750	20%	597
01-431-4420	Equipment Rentals	808	1,000	81%	192
01-431-5100	Postage	71	550	13%	479
01-431-5200	Liability Insurance	11,622	45,445	26%	33,823
01-431-5300	TELEPHONE	604	1,900	32%	1,296
01-431-5301	Cell Phones	998	3,000	33%	2,002
01-431-5401	Summer Flowers	-	3,500	0%	3,500
01-431-5402	Holiday Decorations	13	5,000	0%	4,987
01-431-5403	Banners	365	-		(365)
01-431-5410	Classifieds	344	-		(344)
01-431-5700	Dues & Subscriptions	-	1,500	0%	1,500
01-431-5800	Travel	217	-		(217)
01-431-6110	Office Supplies	1,507	685	220%	(822)
01-431-6111	Stationary & Forms	53	100	53%	47
01-431-6112	Photocopier Charges	386	850	45%	464
01-431-6113	Uniforms	1,798	2,000	90%	202
01-431-6114	Software/Internet	232	450	52%	218
01-431-6116	Modular Trailer	425	3,639	12%	3,214
01-431-6501	Sand & Salt	6,085	16,000	38%	9,915
01-431-6502	Signs	690	500	138%	(190)
01-431-6503	Paving Materials	309	10,000	3%	9,691
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	22,540	35,000	64%	12,460
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	4,967	17,250	29%	12,283
01-431-7308	Guardrail Repair	-	5,000	0%	5,000
01-431-7309	CCP Signage	330	500	66%	170
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

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GENERAL FUND
REVENUES EXPENDITURE REPORT
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<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Excess/ (Deficiency)</u>
01-431-7420	Lease Purchase Payments	122,617	98,000	125%	(24,617)
01-431-7424	Equipment Purchase	9,862	60,000	16%	50,138
01-431-7431	Computer Equipment	-	-		-
TOTAL PUBLIC WORKS		439,558	1,261,043	35%	821,485
01-430-4308	Heavy Equipment Repair	3,486	10,000	35%	6,514
01-430-4309	Light Equipment Repair	3,349	10,000	33%	6,651
01-430-4332	Equipment & Tools	25	-		(25)
01-430-4333	Small Item Supplies	7	900	1%	893
01-430-6110	Shuttle Services	156,013	415,000	38%	258,987
01-430-6260	Fuel	21,046	37,000	57%	15,954
01-430-7420	Lease Purchase Payments	-	-		-
TOTAL FLEET MAINTENANCE		183,926	472,900	39%	288,974
TOTAL PUBLIC WORKS & FLEET		623,484	1,733,943	36%	1,110,459

POLICE DEPARTMENT

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Excess/ (Deficiency)</u>
01-421-1100	Salaries & Wages	87,636	280,100	31%	192,464
01-421-1300	Overtime	484	1,000	48%	516
01-421-2100	Insurance Benefits	12,310	38,850	32%	26,540
01-421-2200	Payroll Taxes	1,283	4,380	29%	3,097
01-421-2210	State Unemployment Tax	-	840	0%	840
01-421-2310	457	1,846	6,950	27%	5,104
01-421-2320	FPPA	6,334	22,000	29%	15,666
01-421-2400	Training/Seminars	45	2,500	2%	2,455
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	434	-		(434)
01-421-3300	Equipment Repair	-	1,000	0%	1,000
01-421-3301	IT Services & Support	3,632	3,000	121%	(632)
01-421-4100	Public Service	1,155	6,170	19%	5,015
01-421-4110	SEWER	32	175	18%	143
01-421-4303	Building Maintenance	197	1,200	16%	1,003
01-421-4304	Alarm Monitoring	69	620	11%	551
01-421-4309	Vehicle Maintenance	4,225	8,000	53%	3,775
01-421-5100	Postage	167	550	30%	383
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	1,319	4,260	31%	2,941
01-421-5301	Cell Phones	855	3,000	29%	2,145
01-421-5410	Classified	175	150	117%	(25)
01-421-5411	Recruitment	-	500	0%	500
01-421-5500	Printing	-	3,500	0%	3,500

**CITY OF CENTRAL
GENERAL FUND
REVENUES EXPENDITURE REPORT
AS OF March 31, 2012**

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Excess/ (Deficiency)</u>
01-421-5700	Dues & Subscriptions	190	1,500	13%	1,310
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	448	3,000	15%	2,552
01-421-6110	Office Supplies	674	685	98%	11
01-421-6111	Stationary/Forms	-	350	0%	350
01-421-6112	Photocopier Charges	386	850	45%	464
01-421-6113	Uniforms	2,155	5,000	43%	2,845
01-421-6114	Software/Internet	42	250	17%	208
01-421-6121	Firearms	10,660	8,000	133%	(2,660)
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	3,502	50,000	7%	46,498
01-421-8001	Prisoner Expense	-	500	0%	500
	TOTAL POLICE	144,420	590,630	24%	446,210

FIRE DEPARTMENT

01-422-1100	Salaries & Wages	18,151	67,420	27%	49,269
01-422-1110	Firefighters Per Call	2,501	8,000	31%	5,499
01-422-2100	Insurance Benefits	312	1,100	28%	788
01-422-2200	Payroll Taxes	274	1,000	27%	726
01-422-2210	State Unemployment Tax	-	210	0%	210
01-422-2310	457	726	2,700	27%	1,974
01-422-2320	FPPA	1,452	5,400	27%	3,948
01-422-2321	FPPA Pension Contribbtn-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	1,126	4,048	28%	2,922
01-422-4110	Sewer	-	175	0%	175
01-422-4302	Small Equipment Maintenance	200	2,500	8%	2,300
01-422-4303	Building Maintenance	57	1,000	6%	943
01-422-4309	Fire Truck Maintenance	5,562	12,000	46%	6,438
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	981	2,595	38%	1,614
01-422-5301	Cell Phones	117	400	29%	283
01-422-5410	Classifieds	-	250	0%	250

**CITY OF CENTRAL
GENERAL FUND
REVENUES EXPENDITURE REPORT
AS OF March 31, 2012**

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Excess/ (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	169	1,000	17%	831
01-422-6123	Safety Gear	734	10,000	7%	9,266
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	1,276	2,500	51%	1,224
01-422-6130	Hiring Physicals	-	500	0%	500
01-422-6260	Fuel	-	6,000	0%	6,000
01-422-6400	Radio Equipment	90	1,500	6%	1,410
01-422-7432	Radios & Radio Equipment	-	97,000	0%	97,000
01-420-5001	Dispatch Services-Contract	7,500	30,000	25%	22,500
01-420-5002	Ambulance Services-Contract	38,250	155,000	25%	116,750
	TOTAL FIRE	84,708	459,449	18%	374,741

MARKETING DEPARTMENT

01-450-2600	Workers Comp Insurance	-	-	-	-
01-450-3301	IT Services & Support	3,391	3,000	113%	(391)
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	211	550	38%	339
01-450-5200	Liability Insurance	27	105	26%	78
01-450-5300	Telephone	300	1,235	24%	935
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	386	850	45%	464
01-450-6114	Software/Internet	-	185	0%	185
	TOTAL MARKETING	4,357	52,621	8%	48,264

CITY OF CENTRAL
GENERAL FUND
REVENUES EXPENDITURE REPORT
AS OF March 31, 2012

GENERAL FUND TOTALS

	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	Excess/ (Deficiency)
TOTAL GENERAL FUND EXPENDITURES	1,278,787	4,113,648	31%	2,830,207
TOTAL GENERAL FUND REVENUES	988,148	4,373,326	23%	(3,385,178)
EXCESS (DEFICIENCY) OF REV/EXP	(290,639)	259,678		(554,971)

**CITY OF CENTRAL
HISTORIC PRESERVATION FUND
REVENUE EXPENDITURE REPORT
AS OF March 31, 2012**

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Excess/ (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	689	5,000	14%	(4,311)
02-361-0000	Interest on Investment	12	250	5%	(238)
02-390-1000	Misc Income	-	-		-
TOTAL REVENUES		701	406,750	0%	(404,549)
02-451-4100	PUBLIC SERVICE-VC	1,505	3,740	40%	2,235
02-451-4110	Sewer and Sanitation	49	200	25%	151
02-451-4303	BUILDING MAINTENANCE-VC	270	500	54%	230
02-451-5100	POSTAGE-VC	-	550	0%	550
02-451-5200	LIABILITY INSURANCE-VC	27	105	26%	78
02-451-5300	TELEPHONE-VC	662	1,790	37%	1,128
02-451-5405	Classifieds-VC	-	300	0%	300
02-451-5611	CREDIT CARD PROCESSING FEES	88	1,000	9%	912
02-451-6110	OFFICE SUPPLIES/SMALL EQUIPMEN	127	685	19%	558
02-451-6113	INVENTORY-VC	179	5,000	4%	4,821
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	7,929	57,500	14%	49,571
02-456-2100	Health/Dental/Vision/D&YD	756	1,500	50%	744
02-456-2200	FICA/MdCare	618	4,500	14%	3,882
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	87,226	65,000	134%	(22,226)
02-456-4335	Cemetary Maintenance	-	15,000	0%	15,000
02-456-5411	Historic Tourism	12,356	10,000	124%	(2,356)
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	412,012			
02-456-8805	Rehab Grants	1,959	100,000	2%	98,041
02-456-8808	ROW/Improvement Projects	-	7,500	0%	7,500
TOTAL HP EXPENDITURES		526,804	406,625	130%	291,833
TOTAL REVENUES		701	406,750	0%	(404,549)
EXCESS (DEFICIENCY) OF REV/EXP		(526,103)	125		(112,716)

**CITY OF CENTRAL
DEBT SERVICE FUND
REVENUE EXPENDITURE REPORT
AS OF March 31, 2012**

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Excess/ (Deficiency)</u>
40-311-0000	Specific Ownership Tax	3,346	15,600	21%	(12,254)
40-311-0001	Delinquent Tax/Int.	1,657	400	414%	1,257
40-311-0002	Miscellaneous Tax	-	-		-
40-311-1000	Property Tax Revenues	84,679	313,500	27%	(228,821)
40-318-3001	Device Fees-Add'l Tax #1	84,486	301,897	28%	(217,411)
40-318-3002	Tollgate Device Fees	14,659	85,290	17%	(70,631)
40-361-0000	Interest On Deposits	86	100		(14)
40-393-1001	Other Financing Source-Escrow	-	-		-
	TOTAL REVENUES	188,913	716,787	26%	(527,874)
 EXPENDITURES					
40-471-8201	Short Term Loan Prin/Int	10,985	3,350		(7,635)
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	300	4,000	8%	3,700
40-475-3101	Treasurer's Fees	1,727	7,000	25%	5,273
	TOTAL EXPENDITURES	13,012	700,875	32%	687,863
 EXCESS (DEFICIENCY) OF REV/EXP		175,901	15,912		159,989

**CITY OF CENTRAL
WATER FUND
REVENUE EXPENDITURE REPORT
AS OF March 31, 2012**

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Excess/ (Deficiency)</u>
50-340-0001	Hydrant Revenue	1,990	9,600	21%	(7,610)
50-340-0002	Water Sales Residential	76,602	297,600	26%	(220,998)
50-340-0003	Water Sales Commercial	25,192	133,200	19%	(108,008)
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)
TOTAL WATER REVENUE		103,784	442,200	23%	(338,416)

50-433-1100	Salaries & Wages	28,502	103,600	28%	75,098
50-433-1300	Overtime	567	2,000	28%	1,433
50-433-2100	Insurance Benefits	2,865	11,600	25%	8,735
50-433-2200	Payroll Taxes	2,183	7,925	28%	5,742
50-433-2210	State Unemployment Tax	-	300	0%	300
50-433-2300	401k	1,121	4,150	27%	3,029
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	3,797	3,000	127%	(797)
50-433-3330	General Legal (centci.001)	1,519	7,500	20%	5,981
50-433-3331	Temp Supply Plan (centci.006)	79	-		(79)
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.	2,279	8,000	28%	5,721
50-433-3392	Gilpin School (centci.029)	-	2,500	0%	2,500
50-433-3395	Wetlands Mitigation (centi.052)	343	-		(343)
50-433-3398	New Water Leases	-	4,000	0%	4,000
50-433-3399	Distribution Assessment	4,743	70,000	7%	65,257
50-433-3400	Aquapura Surface Water Rights	-	-		-
50-433-3401	Raw Water Assessment	-	15,000	0%	15,000
50-433-3432	Water Accounting/Admin	4,805	30,500	16%	25,695
50-433-3433	Comp Modeling/Engineering	-	2,000	0%	2,000
50-433-3434	Forest Service Study	-	-		-
50-433-3435	Opposition to Water Rights	1,718	18,000	10%	16,282
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	9,023	43,900	21%	34,877
50-433-4250	Chemical Testing	3,693	6,300	59%	2,607
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
REVENUE EXPENDITURE REPORT
AS OF March 31, 2012**

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Excess/ (Deficiency)</u>
50-433-4350	Spring Line-Collection Line Re	-	-		-
50-433-4351	Pump Station Maintenance	1,103	15,000	7%	13,897
50-433-4352	Tools & Supplies	-	2,000	0%	2,000
50-433-4353	Plant Repairs	9,539	15,000	64%	5,461
50-433-4354	Distribution	5,761	30,000	19%	24,239
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	70	22,500	0%	22,430
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	805	2,800	29%	1,995
50-433-5301	Cell Phones	227	1,000	23%	773
50-433-5410	Classifieds	-	550	0%	550
50-433-5611	Credit Card Processing Fees	212	750	28%	538
50-433-5700	Dues & Subscriptions	97	2,000	5%	1,903
50-433-5701	Licensing & Maintenance	-	4,500	0%	4,500
50-433-5800	Travel	-	-		-
50-433-6110	Office Supplies	385	685	56%	300
50-433-6111	Stationary/Forms	53	100	53%	47
50-433-6112	Photocopier Charges	386	850	45%	464
50-433-6113	Small Equipment	-	3,000	0%	3,000
50-433-6114	Software/Internet	1,200	600	200%	(600)
50-433-6115	Uniforms	171	750	23%	579
50-433-6260	Fuel	-	1,000	0%	1,000
50-433-6270	Chemicals	1,680	10,000	17%	8,320
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	1,907	30,000	6%	28,093
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	2,165	13,750	16%	11,585
50-433-8900	Bad Debts	11	100	11%	89
TOTAL WATER		114,994	682,965	17%	567,971
TOTAL REVENUES		103,784	442,200	23%	(338,416)
EXCESS (DEFICIENCY) OF REV/EXP		(11,210)	(240,765)		



**CITY OF CENTRAL
CITY COUNCIL MEETING
April 3, 2012**

CALL TO ORDER

A regular meeting of the City Council for the City of Central was called to order by Mayor *pro tem* Spain at 7:05 p.m., in City Hall on April 3, 2012.

ROLL CALL

Present: Mayor *pro tem* Spain
Alderman Voorhies
Alderman Lee
Alderman Giancola

Absent: Mayor Engels

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 Giancola moved to approve the consent agenda containing the regular bill lists of March 22 and 29 and the City Council minutes of March 20, 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 Giancola moved to open the Liquor Licensing Authority. Alderman Voorhies seconded and, without discussion, the motion carried unanimously.

Chief Krelle explained that this modification has come forward due to an event that the Opera held last year where they wanted to set up a serving table in the Opera Garden. This will allow them to serve in the Opera garden as well as the Teller House garden without patrons stepping out on the public sidewalk. Property manager Jim Johnson stated that they do not have any events planned that will serve liquor inside the Opera House at this time.

Alderman Voorhies moved to approve the Modification of Premise for Central City Opera House Association dba Teller House at 120 Eureka Street. Alderman Giancola 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

There were no agenda items to discuss.

STAFF REPORTS

Manager Lanning offered to answer any questions from Council.

CDD/HPO Thompson stated he has received over 30 grant applications.

COUNCIL COMMENTS

Alderman Voorhies stated that she has heard from residents behind Johnny Z's that they have employees parking there when the jersey barriers take up space already.

PUBLIC FORUM/AUDIENCE PARTICIPATION

No one requested time to address the Council.

At 7:20 p.m. Alderman Spain moved to adjourn into Executive Session – Pursuant to C.R.S. 24-6-402(4)(b) for purposes of receiving legal advice regarding ADA accessibility of City buildings. Alderman Giancola seconded and, without discussion, the motion carried unanimously.

The next regular Council meeting is scheduled for April 17, 2012 at 7:00 p.m.

Bob Spain, Mayor *pro tem*

Reba Bechtel, City Clerk



AGENDA ITEM # 7

CITY COUNCIL COMMUNICATION FORM

FROM: Linda Michow, City Attorney

DATE: April 12, 2012

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

ORDINANCES
 MOTION
 INFORMATION

- I. **REQUEST OR ISSUE:** The City Council is being asked to consider Ordinance Nos. 12-02 and 12-03 on second 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:** Implement licensing program.
- 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. City Council is also being asked to adopt administrative fees associated with the pawnbroker licensing fees in order to recover costs incurred by the City in administering the program. 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 second 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 second 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:

Reba Bechtel, City Clerk

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

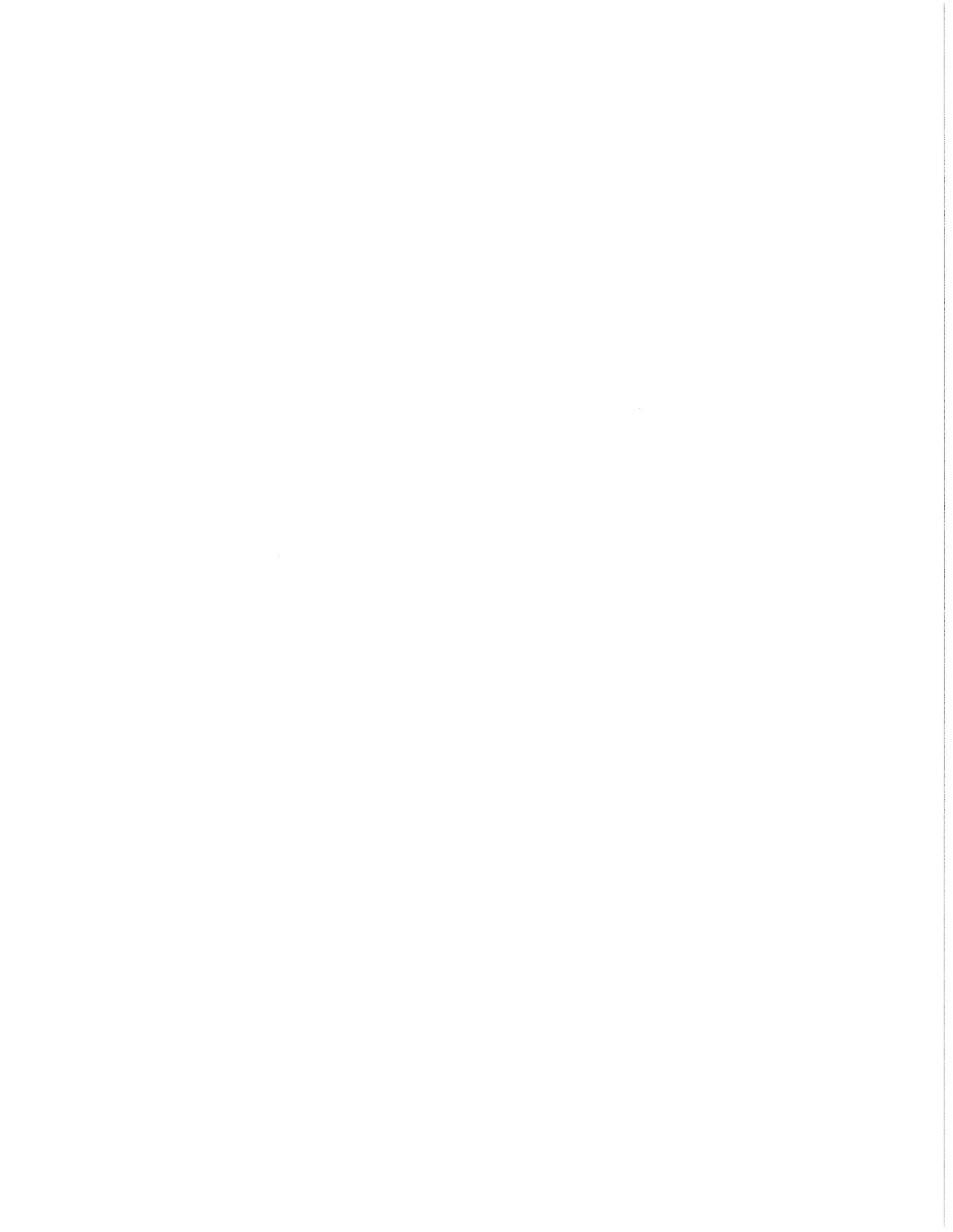
POSTED AND PUBLISHED BY TITLE [AND SUMMARY IF AMENDED ON SECOND READING] in the Weekly Register Call newspaper on _____, 2012.

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:

Commercial Use Groups										
	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 20th 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

Ronald E. Engels, Mayor

ATTEST:

Reba Bechtel, City Clerk

AGENDA ITEM #8

PARKWAY FENCE

To: Honorable Mayor and Alderman, City of Central
From: Joe Behm, Central City Business Improvement District
Subj: Parkway fence
Date: April 11, 2012

Mayor and Council: As part of our 2012 program to improve the overall economic condition of the City, the Stakeholder group, in mid 2011, identified ten key initiatives that would further the goals of an improved economy. One of those initiatives is identified as the WOW factor. This was defined as the creation of an impact upon visitors to the city and also as a rallying point for residents and those whom do business within the community. The WOW factor is certainly subjective but one thing is clear; the goal is to evoke a positive reaction to the city.

Background.

Shortly after the construction of the Central City Parkway, a small handful of residents complained to the City Manager that the Parkway was a disruption and that the lights from vehicles that travelled the final mile into the community were a nuisance. The City Manager at the time reacted to the complaints and authorized the construction of a privacy fence to remediate the complaints.

Situation.

The marketing ad hoc committee comprised of both residents and business managers/owners, have embarked on a branding campaign that will showcase not only the gaming enterprises but also the "other fun things to do in Central." Part of this program includes a 30-second television spot that includes the sweeping, breathtaking view of the city from the final curve of the Parkway. This footage was shot in 2005 as part of another television spot that showcases the Parkway (prior to the installation of the fencing). Advertising consultant, Lew Cady, has stressed the fact that the city view needs to be showcased in order to confirm the premise of the ads. The committee believes that a significant WOW factor exists with this view of the city and should be used to further the goals of the marketing program.

Conclusion.

The Business Improvement District and Marketing Stakeholder Committee recommends the removal of the fence. Not only will this serve the WOW factor with no significant cash outlay, it will eliminate an ongoing, annual maintenance problem for the city. If the Council is not willing to make a final commitment to the complete removal, there are alternatives:

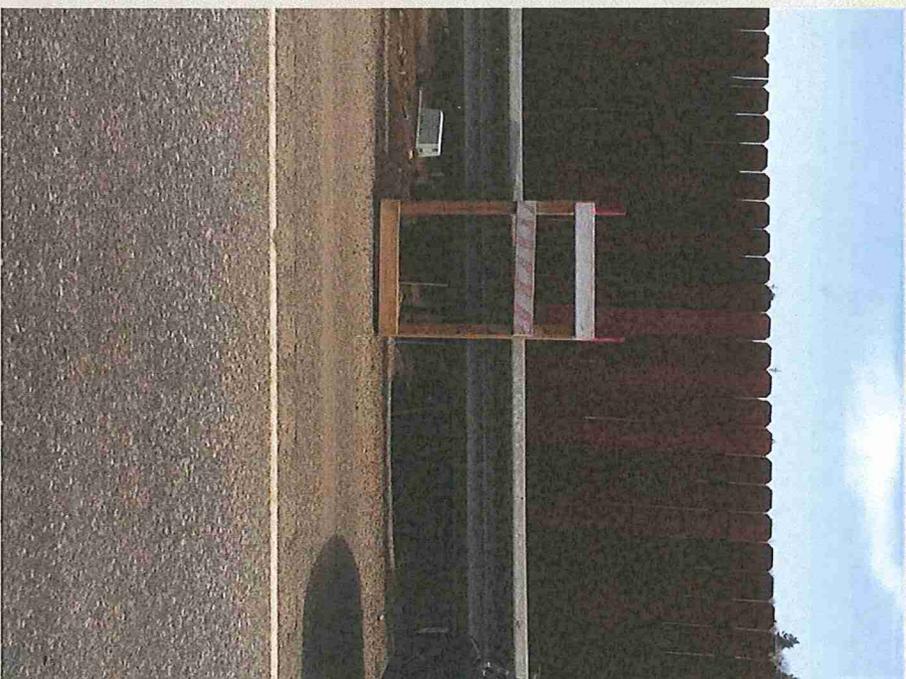
- 1) Remove the fence on a temporary basis and review public comments in six months. If a substantial number of full-time residents are unhappy with the impacts of traffic upon their quality of life, proceed to option #2.
- 2) Remove the existing fence and replace it with a shorter version, thereby remaining sensitive to the issues from homeowners and yet providing the awe-inspiring views of our historic community. The average headlight height of a four-door standard fuel-efficient automobile is 28 inches. The average headlight height of an average SUV is 40 inches. And, the average headlight height of a nine passenger SUV is 44 inches. All of these measurements are significantly below the existing height of the fencing. It should be noted, all of the previous complaints from residents came from those living below the grade of the Parkway, meaning, the lower headlights were an issue.

Thank you for your consideration of this request. Attached are some examples of shorter version fencing that could be incorporated into a new design following any kind of review period. Joe Behm has spoken to a number of residents regarding this request and is available for your questions.

The white cross bar with pink hash marks is the average height of a mid-sized car's headlight array. Note: SAAB headlights on far right of frame.



The top white crossbar is the average height of a SUV headlamp.



The red topped posts are the height of the very largest SUV's headlights. It is still only 50% of the height of the existing fence.



AGENDA ITEM #9

MAIN STREET MUSIC

To: Honorable Mayor and Alderman, City of Central
From: Joe Behm, Central City Business Improvement District
Subj: Main Street Music
Date: April 11, 2012

Mayor and Council: Another WOW factor enhancement—the consideration of a Main Street music ambiance program that will provide a low-volume, yet engaging entertainment for visitors to our historic community.

Background.

Due to competing amplified music on Main Street emanating from casinos, the City Council enacted an ordinance prohibiting amplified music (other than from approved special events). This ordinance was derived from complaints from casino operators, not residents. It should be noted that pre-gaming, amplified music from the taverns and honky-tonks was part and parcel to the Central City experience.

Situation.

The casino operators on Main Street are in agreement that the addition of a single-source of amplified music, set to specified levels and to approved sources, would add to the ambiance and experience of Main Street visitors. And, the new streetscape renovation provides even more attraction for visitors to stroll from shop to casino to shop along Main Street and that a pleasant level of background music would be enticing and contribute to return trips.

The current ambient db level of sound on Main Street fluctuates from 40 to 50 db, depending upon vehicular and pedestrian traffic.

Conclusion.

The Business Improvement District and Main Street casinos support the repeal of the old and adoption of a new ordinance that allows for a single source of amplified music under the following conditions:

- 1) Music will be allowed on from 10am to 10 pm, Sunday through Thursday and from 10am to 1am, Friday and Saturday.
- 2) Music will be set at a level not to exceed 50 db, as measured from the west side of Main.
- 3) The style of music will be representative of the guest: using XM as a source, Sinatra channel, easy listening jazz, Jimmy Buffet , coffee house, holiday.

- 4) All speakers will be located on the east side of Main, above Dostal Alley, Crystal Palace, Easy Street and Scarlets. This provides the best control of the sound, yet adequate coverage of north Main.
- 5) The City reserves the right to make emergency announcements.
- 6) Due to inclement weather, high winds, etc., the system will be shut down to avoid any unforeseen db levels encroaching into residential areas.
- 7) The casinos (funding partners) agree to adjust the program as necessary.

We hope you will approve this request. Joe Behm will be available to answer your questions.



AGENDA ITEM # 11

CITY COUNCIL COMMUNICATION FORM

FROM: Reba Bechtel, City Clerk

DATE: April 17, 2012

ITEM: Resolution No. 12-06: A resolution of the City Council of the City of Central amending the City of Central Comprehensive Fee Schedule.

NEXT STEP: Introduce Resolution No. 12-06: A resolution of the City Council of the City of Central amending the City of Central Comprehensive Fee Schedule.

ORDINANCE
 MOTION
 INFORMATION

I. **REQUEST OR ISSUE:** The proposed resolution amending the comprehensive fee schedule to add Pawnbroker fees.

II. **RECOMMENDED ACTION / NEXT STEP:** Introduce and read by title only Resolution No. 12-06.

III. **FISCAL IMPACTS:**

New License Application	Chapter 6,	\$500.00
Annual Renewal	Article IX	\$3,000.00
Manager Registration Fee Ownership		\$1,200.00
Change of Corporate Structure		\$185.00
Change of Location		\$125.00

IV. **BACKGROUND INFORMATION:** Setting fees related to Ordinance No. 12-02.

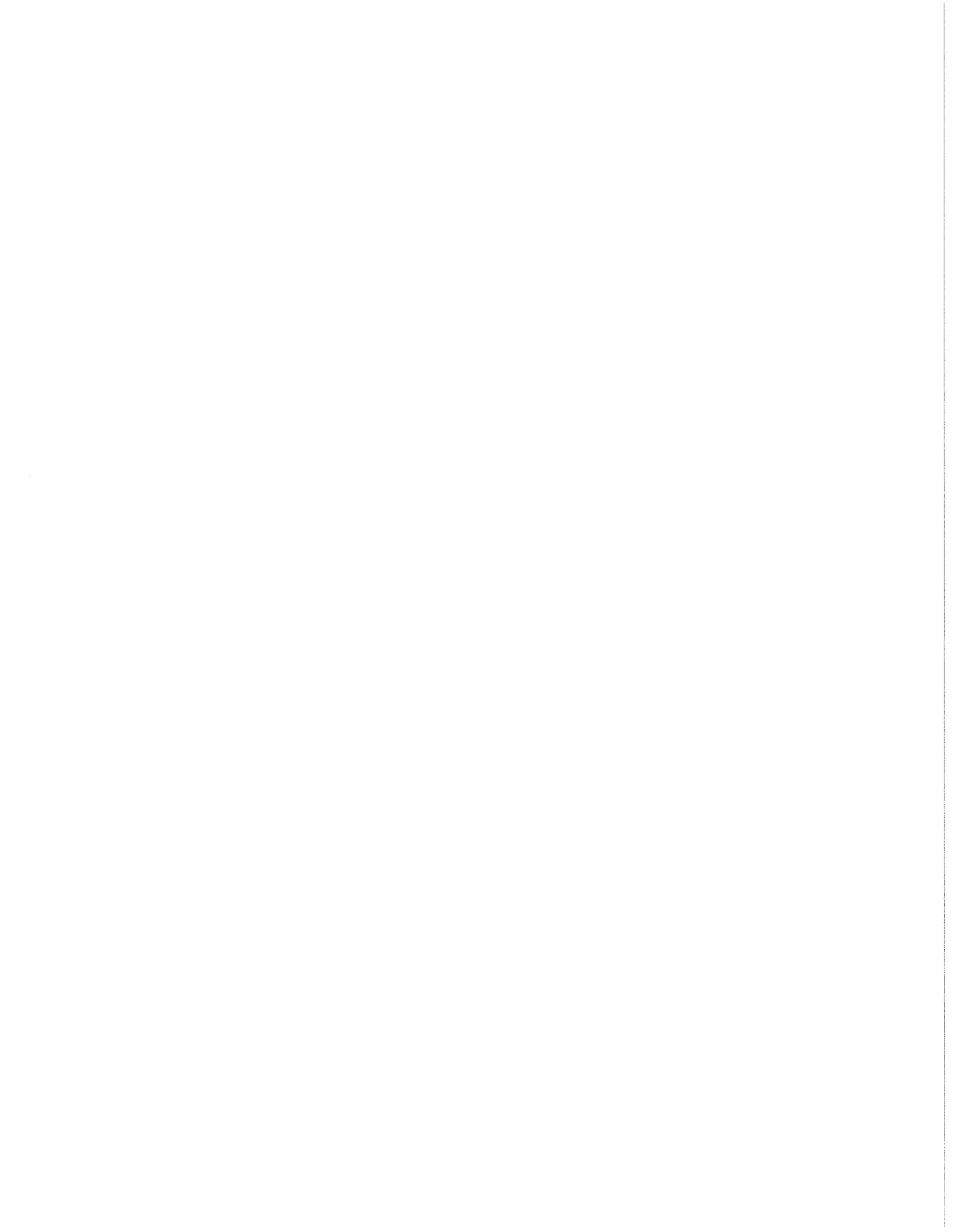
V. **LEGAL ISSUES:** None

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

VII. **SUMMARY AND ALTERNATIVES:**

Council may take one of the following actions:

1. Approve the proposed resolution.
2. Amend the proposed resolution.



**CITY OF CENTRAL, COLORADO
RESOLUTION NO. 12-06**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL
AMENDING THE CITY OF CENTRAL COMPREHENSIVE FEE SCHEDULE**

WHEREAS, the City of Central is authorized under its Home Rule Charter and Article 15 of Title 31 of the Colorado Revised Statutes to exercise its general police and financial powers, including but not limited to the ability to impose and collect fees for the processing of licenses, applications, and performance of other administrative services; and

WHEREAS, by Ordinance No. 09-14, the City of Central (“City”) City Council adopted a comprehensive fee schedule, which may be amended by resolution of the City Council; and

WHEREAS, the City Council has adopted new regulations governing pawnbrokering and licensing of pawnbrokering businesses via Ordinance No. 12-02; and

WHEREAS, the City Council desires to add certain licensing, investigative and administrative fees associated with pawnbrokering as specified in Section 1 of the Resolution.

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

Section 1. **Amendment to Comprehensive Fee Schedule.** The City Council hereby amends the City of Central Comprehensive Fee Schedule to add the following administrative fees associated with the business of pawnbrokering:

Type	Notes/Sub-Categories	Municipal Code Reference	Fee
Pawnbroker Businesses	New License Application	Chapter 6, Article IX	\$500.00
	Annual Renewal		\$3,000.00
	Manager Registration Fee Ownership		\$1,200.00
	Change of Corporate Structure		\$185.00
	Change of Location		\$125.00

Section 2. **Severability.** If any portion of this Resolution is found to be void or ineffective, it shall be deemed severed from this Resolution and the remaining provisions shall remain valid and in full force and effect.

Section 3. **Effective Date.** This Resolution shall take effect immediately upon adoption whereupon City staff is directed to take all steps necessary to implement said changes in the Comprehensive Fee Schedule.

ADOPTED THIS 17th DAY OF APRIL, 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



AGENDA ITEM # 12

CITY COUNCIL COMMUNICATION FORM

FROM: Kent Kisselman, Operations Director

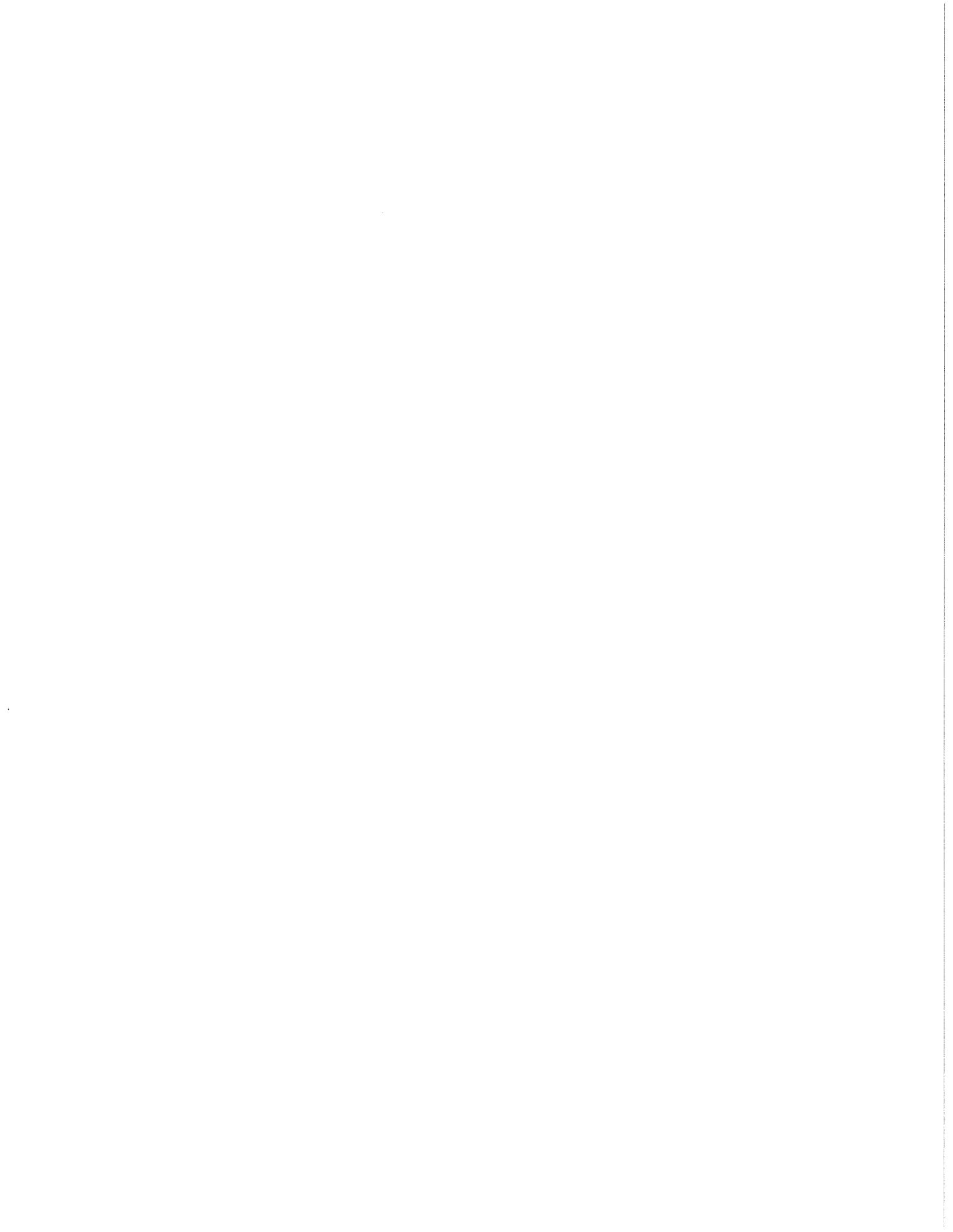
DATE: April 17, 2012

ITEM: Resolution No. 12-07: A resolution of the City Council of the City of Central, Colorado, approving the form of the lease agreement with the Modular Space Corporation and authorizing the execution and delivery thereof

NEXT STEP: A Motion to approve Resolution 12-07 as presented

ORDINANCE
 MOTION
 INFORMATION

- I. **REQUEST OR ISSUE:** To provide adequate office, storage space, bathroom facilities and break room at the public works facility (400 Eureka St)
- II. **RECOMMENDED ACTION / NEXT STEP:** Motion to approve
- III. **FISCAL IMPACTS:** One year lease for \$1,700 Annual. Funding Source: Modular Trailer 01 431 6116 budget of \$3,639.
- IV. **BACKGROUND INFORMATION:** The goal of this request is maintain operations and communication in the public works department. The trailer provides office space for the Street Supervisor a bathroom and break room for the street maintenance crew.
- V. **LEGAL ISSUES:** Legal has reviewed the terms of the lease and has approved as to form the lease agreement.
- VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** N/A
- VII. **SUMMARY AND ALTERNATIVES:**
Council may take one of the following actions:
 - Approve as presented
 - Deny



**CITY OF CENTRAL, COLORADO
RESOLUTION NO. 12-07**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL,
COLORADO, APPROVING THE FORM OF THE LEASE AGREEMENT WITH
MODULAR SPACE CORPORATION AND AUTHORIZING THE EXECUTION AND
DELIVERY THEREOF**

WHEREAS, the City Council of the City of Central has determined that a true and very real need exists for the acquisition of the Equipment as such term is defined and described in Lease Agreement No. 117924 (the Lease Agreement') by and between the City and Modular Space Corporation, as attached hereto as Exhibit A and presented at this meeting; and

WHEREAS, the City Council has reviewed the form of the Lease Agreement and has found the terms and conditions thereof acceptable to the City.

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

Section 1. The acquisition of the Equipment, under the terms and conditions provided for in the Lease Agreement, is necessary, convenient, in the furtherance of, and will at all times be used in connection with, the City's governmental and proprietary purposes and functions and is in the best interests of City.

Section 2. The terms of said Lease Agreement are in the best interests of the City for the leasing of the Equipment described therein, and the City Council hereby (a) approves the Lease Agreement in substantially the form as attached hereto as Exhibit A, (b) authorizes and directs the City Manager, in consultation with the City Attorney, to execute and deliver the Lease Agreement in substantially the form attached hereto as Exhibit A, subject to authority granted hereby to the City Manager and the City Attorney to make such changes to the Lease Agreement and related documents as they deem necessary or desirable in the best interests of the City.

Section 3. The officers and officials of the City are hereby authorized and directed to fulfill all obligations under the terms of the Lease Agreement.

Section 4. Severability. If any section, paragraph, clause, or provision of this Resolution 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 Resolution, the intent being that the same are severable.

Section 5. Effective Date. This Resolution shall be effective immediately upon approval of the City Council of the City of Central.

ADOPTED THIS 17th DAY OF April, 2012.

CITY OF CENTRAL, COLORADO

By: _____
Ronald E. Engels, Mayor

ATTEST:

By: _____
Reba Bechtel, City Clerk



LEASE AGREEMENT NO.: 117924
 RENEWAL AGREEMENT NO.: 158028
 ACCOUNT NO.: 818794
 CUSTOMER NO.: 165510

RETURN EQUIPMENT TO ModSpace:

Denver
 18151 East 6th Ave.
 Aurora
 CO 80011
 Telephone: 303-340-0020
 Fax: 303-340-5909

Modular Space Corporation, a Delaware corporation ("ModSpace") hereby leases the equipment specified below (the "Equipment") to:

CITY OF CENTRAL CITY
 P.O. Box# 249

The Equipment will be located at (subject to Section 4 on attached page):

CENTRAL CITY
 CO 80427

400 Eureka St.
 CENTRAL CITY
 CO 80427

Customer Contact: Kent Kisselman
 Telephone: (303) 582-5251
 P.O. #: Not Required

Customer hereby leases Equipment from ModSpace for a minimum period of 12 months (the "Minimum Lease Period") from the start of the lease term in accordance with the terms and conditions of this Lease Agreement including the terms and conditions set forth on the attached page (this "Lease"). Rental month is defined as a thirty-day period.

Customer agrees to pay ModSpace without demand and in advance the monthly rental and other charges on the due dates set forth in this Lease. This lease is hereby renewed as of the 4th day of May, 2012.

Unit	Class	Width	Length	Serial No.	Monthly	Weekly	Daily	Insurance Value
084409	SNGL08	8'	28'	CO97B332	\$110.00	\$25.32	\$3.62	\$11,200

ONE TIME CHARGES	
RETURN DELIVERY	
BUILDING RETURN* (Qty: 1)	' ***
RETURN FUEL SURCHARGE* (Qty: 1)	' ***
DISMANTLING	
UNBLOCK* (Qty: 1)	' ***
REMOVE ANCHORS/TIEDOWNS* (Qty: 4)	' ***
UNSKIRT* (Qty: 1)	' ***
CLEANING	
CLEANING* (Qty: 1)	' ***
Total	\$0.00

MONTHLY CHARGES	
UNIT	\$110.00
RENTAL	
STEPS (Qty: 2 at \$10.00)	\$20.00
Total	\$130.00
Monthly Property Expense	\$6.60
Grand Total(Monthly)	\$136.60

DAILY: \$3.62
 WEEKLY: \$25.32

*Billed at Termination
 *** Billed at current rate at Termination

#Tax rates will vary with delivery address. Taxes are subject to change by tax authorities without notice.

No agent, employee or representative of ModSpace has any authority to make any representation or warranty concerning the Equipment that is not specifically included in this Lease. Unless specifically identified in this Lease, this Lease supersedes all prior negotiations, proposals and documents. This Lease will not be subject to any additional provision that may be contained in the Customer's purchase order, although Customer's purchase order number may be used by the parties as a convenient reference for invoicing purposes.

ALL RIGHT, TITLE AND INTEREST OF MODULAR SPACE CORPORATION HEREUNDER HAS BEEN PLEDGED TO, AND IS SUBJECT TO THE SECONDARY SECURITY INTERESTS OF KKR SCF LOAN ADMINISTRATION, LLC, AS AGENT, PURSUANT TO THAT CERTAIN FINANCING AGREEMENT, DATED AS OF MARCH 30, 2007, AMONG MODULAR SPACE CORPORATION, FORMERLY KNOWN AS RESUN LEASING, INCORPORATED, THE OTHER BORROWERS PARTY THERETO, THE GUARANTORS PARTY THERETO, KKR SCF LOAN ADMINISTRATION, LLC, AS AGENT, AND THE LENDERS FROM TIME TO TIME PARTY THERETO, AS AMENDED, RESTATED, AMENDED AND RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME AND PURSUANT TO CERTAIN SECURITY DOCUMENTS DELIVERED THEREUNDER. MODULAR SPACE CORPORATION SHALL HAVE NO RIGHT TO TRANSFER ITS RIGHT, TITLE OR INTEREST HEREUNDER TO ANY PARTY EXCEPT PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE RELEVANT LOAN DOCUMENTS.

CUSTOMER IS RESPONSIBLE TO HAVE SITE UTILITIES MARKED PRIOR TO DELIVERY. CONTACT FOR THIS SERVICE IS UTILITY LOCATOR AT 800-922-1987, OR FOR WYOMING, 800-849-2476. THIS SERVICE REQUIRES 72 HOURS ADVANCE NOTICE.

>PLEASE PROVIDE INSURANCE CONTACT / AGENT NAME: _____ & PHONE #: _____

This Lease incorporates General Terms and Conditions, Form US20090101, a copy of which can be provided in full text or viewed electronically on Modspace's website at <http://www.modspace.com/resources/document-library>. Those General Terms and Conditions include, but are not limited to, disclaimers of warranties of merchantability and fitness and limitation on damages. It is the Customer's responsibility to receive or obtain Form US20090101. Customer's direction to deliver the



LEASE AGREEMENT NO.: 117924
 RENEWAL AGREEMENT NO.: 158028
 ACCOUNT NO.: 818794
 CUSTOMER NO.: 165510

RETURN EQUIPMENT TO ModSpace:

Denver
 18151 East 6th Ave.
 Aurora
 CO 80011
 Telephone: 303-340-0020
 Fax: 303-340-5909

(Continued)

Equipment or commence performance, whether such direction is verbal or in written form, serves as Customer's acceptance of all such terms and conditions contained therein.

Signed by duly authorized agents, with the intent to be legally bound, this _____ day of _____, 20____.

By _____
 Modular Space Corporation AUTHORIZED AGENT

By _____
 CUSTOMER OR AUTHORIZED AGENT

Name Joan Carnicello

Name _____
 (please print)

Accepted and Del. By: _____
 Freight Vendor

Date: _____

Remarks: _____

Received and Accepted By: _____
 Name: _____
 (please print)

Date: _____

ALL RIGHT, TITLE AND INTEREST OF MODULAR SPACE CORPORATION HEREUNDER HAS BEEN PLEDGED TO, AND IS SUBJECT TO THE SECURITY INTERESTS OF, BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, PURSUANT TO THAT CERTAIN THIRD AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF JUNE 6, 2011, AMONG MODULAR SPACE CORPORATION, THE OTHER BORROWERS PARTY THERETO, THE GUARANTORS PARTY THERETO, BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, AND THE LENDERS FROM TIME TO TIME PARTY THERETO, AS AMENDED, RESTATED, AMENDED AND RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME AND PURSUANT TO CERTAIN SECURITY DOCUMENTS DELIVERED THEREUNDER. MODULAR SPACE CORPORATION SHALL HAVE NO RIGHT TO TRANSFER ITS RIGHT, TITLE OR INTEREST HEREUNDER TO ANY PARTY EXCEPT PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE RELEVANT LOAN DOCUMENTS.

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**TERMS AND CONDITIONS OF LEASE AGREEMENT****1. Lease**

This transaction is a lease as defined by the Uniform Commercial Code and not a sale. Customer does not acquire through this Lease or by payment of rental under this Lease any right, title or interest in or to the Equipment (individually, a "Unit"), except the right to possess and use the Equipment so long as Customer is not in default under this Lease. Customer acknowledges that the Equipment is personal property and shall not, at any time, constitute real property, an improvement thereon or a fixture.

2. Rent and Other Payments

(a) The term begins on the date that ModSpace substantially completes its scope of work for installation ("Substantial Completion"). Monthly rent accrues throughout and including the later of the month in which the term (as may have been renewed on a month-to-month basis or otherwise) expires or the Equipment is made available for removal and returned to ModSpace in accordance with the terms of this Lease. Teardown and return charges are due and payable at the expiration or earlier termination of the term. All sums payable by Customer under this Lease, including rent, delivery, installation, Equipment modification and change orders, are due and payable in accordance with demand and are not subject to or contingent upon Customer's prior receipt of payment from its customer under any prior contract. This Lease Agreement is a net lease and Customer's obligation to pay Rent under this Agreement shall be absolute and unconditional under all circumstances, notwithstanding: (i) any setoff, abatement, reduction, counterclaim, recoupment, defense or other right which Customer may have against ModSpace, its assignees, the manufacturer or seller of the Equipment, or any other person for any reason whatsoever; (ii) any defect in operation, or any damage to, or destruction of the Equipment; (iii) any interruption or cessation of use or possession of the real property or project site where the Equipment is or is to be installed; or (iv) any insolvency, bankruptcy, reorganization or similar proceedings instituted by or against Customer.

(b) Unless a proper tax exemption certificate is approved by ModSpace Risk Management, Customer will pay or reimburse ModSpace, for all sales, use taxes, personal property and other taxes, fees or assessments related directly or indirectly to the Equipment, its use or value, excluding taxes relating to income ("Taxes"). Customer's obligations under this subsection will survive the termination of this Lease.

(c) Invoices issued by ModSpace are solely for Customer's convenience. Any amount not paid within twenty (20) days of the due date set forth on the invoice will be subject to a late charge of one and one-half percent (1-1/2%) per month (or the highest rate permitted by law), with a minimum charge of fifteen dollars (\$15.00) per month, until such invoice is paid in full.

(d) If applicable, Customer shall pay the amount specified on the first page hereof as a security deposit (the "Security Deposit"), to be held by ModSpace without liability to Customer for interest, as security for Customer's performance of the terms and conditions of this Agreement; and in furtherance thereof, Customer hereby grants to ModSpace a security interest in the cash from time to time comprising the Security Deposit and all proceeds thereof. In the event of Customer's default, ModSpace may apply the Security Deposit in payment of its cost, expenses and attorney fees in enforcing the terms of this Agreement and to indemnify ModSpace against any damages sustained by ModSpace, provided however, nothing herein contained shall be construed to mean that the recovery of damages by ModSpace shall be limited to the amount of the Security Deposit. In the event all or any portion of the Security Deposit is applied as aforesaid, upon demand Customer shall deposit additional amounts with ModSpace so that the Security Deposit shall always be maintained at its original amount.

3. Delivery and Installation

(a) Customer will provide clear access for delivery and installation of the Equipment by standard mobile transport vehicles at the site on which the Equipment is to be used (the "Site"). Unless otherwise set forth in this Lease, Customer is solely responsible, at its cost, for Site preparation, including, without limitation, structural or grade alterations, snow and water removal, identification and relocation of utility lines. Customer will provide firm and level ground with no more than a six-inch slope, from one end to the other, for safe and unobstructed installation for the Equipment. Customer is solely responsible for Site selection and subsurface conditions, including environmental conditions. MODSPACE ASSUMES NO LIABILITY NOR OFFERS ANY WARRANTY FOR THE FITNESS OR ADEQUACY OF THE SITE OR UTILITIES AVAILABLE AT THE SITE. Customer will schedule its operations at the Site so that the installation of the Equipment by ModSpace can be carried out in one continuous operation and in proper sequence. ModSpace operations will be subject to ModSpace safety guidelines and operating instructions. Unless otherwise agreed to in writing by ModSpace, for Site services including, but not limited to, Equipment anchoring, utility runs, footings, and foundations, Customer will verify and demonstrate to ModSpace the presence or absence of any underground utilities in the designated building location via "mark-out" or other accepted means prior to ModSpace installation of the building. Should this physical verification and identification not be completed prior to delivery of the Equipment, ModSpace may choose to perform this verification at Customer's cost or reschedule its operation, as appropriate, at Customer's cost.

(b) Unless otherwise set forth in this Lease, Customer is solely responsible, at its cost, for obtaining all licenses, building and other permits, approvals and certificates as may be required for the installation of the Equipment and its lawful operation or occupancy. All certificates applicable to the Equipment will reflect ModSpace ownership thereof. Customer represents and warrants to ModSpace that, prior to delivery of the Equipment, Customer shall have obtained all necessary approvals and permits required for the installation of the Equipment at the Site.

(c) Substantial Completion and Equipment removal are subject to delay due to weather, fire, riot, civil disobedience, strike or other labor actions, acts of God, or any circumstances beyond ModSpace's control (including but not limited to breaches by ModSpace subcontractors or manufacturers) which delay the manufacture, modification of products or the making of deliveries in the normal course of business.

(d) Prices for delivery, installation, teardown, return delivery and other "one-time" charges, the due dates of such charges and the Substantial Completion target date assume accuracy of the information given to ModSpace with respect to Site conditions, are subject to adjustment to the extent that the timing of or physical nature of access to the Site is or becomes limited, the Site does not have adequate load bearing or topographic qualities or is otherwise not properly prepared, utilities are not correctly located, provision of utilities is not timely, applicable licenses or permits are not provided in a timely manner or Customer otherwise delays completion of ModSpace's scope of work. In the event that any act or omission by Customer (including the failure of Customer to complete any work or obtain any permits for which it is responsible) or Customer's failure to make the Site available and ready causes a delay in Substantial Completion ("Customer Delay") which causes ModSpace to redeliver Equipment, Customer will be liable for applicable redelivery set up charges and additional costs incurred by ModSpace to the extent caused by such delay. ModSpace may start the term and commence billing prior to Substantial Completion in the event Customer Delay exceeds fourteen (14) days.

(e) ModSpace may suspend work at the Site if ModSpace deems the Site to be unsafe. If, in ModSpace's opinion, anchor straps are required for the safe installation of the Equipment, ModSpace may install anchor straps at an additional cost to Customer.

(f) ModSpace will not be obligated to modify the scope of work prior to execution of a mutually acceptable written change order.

(g) Customer will not interfere or allow others to interfere with the progress of ModSpace's work. Customer will not occupy or allow others to work on or in any portion of the Equipment prior to Substantial Completion without ModSpace's permission and Customer will be responsible for and indemnify and hold ModSpace harmless from and against any damage to the Equipment or other property, or injury or death arising in connection to such occupancy or work. No charge for labor or material furnished by Customer shall be allowed as a credit under this Lease.

TERMS AND CONDITIONS OF LEASE AGREEMENT**4. Maintenance**

(a) Customer will not move or in any way modify the Equipment without prior written consent from ModSpace. Notwithstanding any such consent, Customer is liable, upon termination of the Lease, for the cost of restoration of the Equipment to its original specification and building code compliance. ModSpace may place its name on the Equipment, and Customer will assure that such name is not removed or concealed in whole or in part.

(b) This is an absolute net lease. Customer is solely responsible for routine maintenance including, but not limited to, janitorial services, changing of HVAC filters, light bulbs and ballasts, minor repairs of the Equipment and removal of snow from and about the Equipment. At its sole cost, Customer will keep the Equipment all times, until removed from the Site, in good repair and operating condition, subject to ordinary wear and tear, free of any and all liens and encumbrances and will maintain Site grading to ensure proper water diversion from the Equipment. Customer is solely responsible for damage due to settling. ModSpace may inspect the Equipment at any time and, if ModSpace believes the Equipment to be misused, abused or neglected, ModSpace may, with written notice, summarily remove and repossess the Equipment at Customer's cost.

(c) Customer will perform, execute and comply with all Laws that in any way affect the use, operation, maintenance or storage of the Equipment. "Laws" means: laws, rules, regulations, orders, writs and decrees that now exist or hereafter arise (including without limitation the Americans with Disabilities Act).

(d) Customer will not: use or store any hazardous, toxic, radioactive or bio-hazardous substances or petroleum products ("Hazardous Materials") in the Equipment, except for such household cleaning products in quantities as would be normal in the operation of a commercial office; locate the Equipment at a remediation, decontamination or nuclear site or at or adjacent to any site at which any biological, chemical or nuclear agent is believed to have been released; or use the Equipment as a medical laboratory or for Hazardous Materials testing or remediation. Ordinary wear and tear does not include contamination. ModSpace may, at Customer's sole cost, have the Equipment inspected for and decontaminated of Hazardous Materials. In addition to any other remedy available to ModSpace, in its sole discretion ModSpace may require Customer to purchase the contaminated Equipment at the stated Insurance Value absent contamination or at the full Replacement Cost at time of loss for identical new Equipment (whichever is greater), or convey to Customer title for any Equipment used in breach of this section and Customer hereby appoints ModSpace as attorney-in-fact for such purpose.

(e) Customer agrees that the Equipment leased hereunder will not be occupied by any person other than Customer or its agents, employees or invitees or used for residential or dormitory purposes.

5. Warranties

Excepting for the repair of structural or mechanical defects in the Equipment not caused by Customer abuse, misuse, neglect, or excessive wear and tear, **THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AND ALL WARRANTIES OF ANY KIND, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE ARE HEREBY EXCLUDED.** ModSpace will have no liability for the repair of any defect or condition resulting from Customer's relocation of the Equipment, utility connections, alterations or use of the Equipment for a purpose for which it was not intended, vandalism. ModSpace will not be liable for loss of use of the Equipment or other damages arising from use of the Equipment.

(a) Damage or contamination of the Equipment due to water infiltration or exposure is not considered ordinary wear and tear. If any returned Equipment is found to be damaged or contaminated by water infiltration or exposure, ModSpace will charge the Customer for the remediation or require Customer to purchase the Equipment at the current market price charged for a similar undamaged Unit.

(b) The Equipment made part of this Lease is manufactured and coded for commercial use and occupancy only. MODSPACE MAKES NO REPRESENTATIONS, EXPRESS OR IMPLIED, AND SHALL HAVE NO LIABILITY OF ANY NATURE WHATSOEVER, AS TO THE SUITABILITY, STRUCTURAL OR OTHERWISE, FOR THE USE OF THE EQUIPMENT.

6. Limitation of Damages

Customer and ModSpace do expressly waive against each other all claims and demands for loss of profits and other consequential, incidental or punitive damages arising in connection with this Lease. ModSpace is not liable for any loss or damage to any property stored, located or transported in, upon, under or around the Equipment, and Customer does hereby waive any and all claims and demands for any such loss or damage.

7. Termination and Equipment Return

(a) Subsequent to the delivery of the Equipment, Customer has no right to terminate this Lease prior to the expiration of the Minimum Lease Period or any renewal or extension thereof. Acceptance of Equipment return before expiry of the Minimum Lease Period or any renewal or extension does not constitute a release of Customer's rental obligations. In the event of such termination, Customer must provide ModSpace ninety (90) days prior written notice of the date on which the Equipment is to be returned. Customer unconditionally agrees to pay a Lease cancellation charge equal to the remaining payments for the unfulfilled Minimum Lease Period, any applicable charges for services or modifications performed by ModSpace, any applicable charges related to Value Added Products including, but not limited to, steps, ramps, furniture, generators, holding tanks, third party storage, plus return delivery and tear down charges. In the event Customer terminates this Lease prior to the delivery of the Equipment, Customer further unconditionally agrees to pay cancellation charges in accordance with the following: (i) for in-fleet Equipment, a cancellation charge equal to three (3) months rent plus any applicable charges for modifications performed on the Equipment and other services completed by ModSpace, (ii) for new or custom built Equipment, a cancellation charge equal to all payments for the unfulfilled Minimum Lease Period plus all charges for services completed by ModSpace. All such charges will be billed on a lump sum basis unless other payment options are agreed to in writing by ModSpace.

(b) If Customer continues to possess or occupy the Equipment after the expiration of the initial and any Lease renewal term, with or without consent of ModSpace, Customer will be deemed to have renewed this Lease on a month-to-month basis at its then-current monthly rental rate plus 10% and further subject to the terms and conditions hereof. Customer or ModSpace may terminate any such month-to-month renewal upon thirty (30) days written notice. ModSpace may adjust tear-down and return charges if any renewal or month-to-month term exceeds three (3) months.

(c) Prior to Equipment return, Customer will, at its sole cost, disconnect all utilities, remove all personal property and vacate the Equipment. ModSpace will not be liable for any personal property left in or on the Equipment, and such property shall be deemed abandoned. Any accessories and additions to the Equipment shall, at ModSpace's option, be deemed property of ModSpace upon Equipment return.

(d) At its sole cost, Customer will provide clear access to the Equipment for tear-down and removal by standard mobile transport vehicles upon the expiration or termination of the term or, if ModSpace elects to terminate a month-to-month renewal, upon fifteen (15) days prior notice, and Customer irrevocably grants ModSpace authority to enter the Site for such purpose. The Equipment shall be returned to ModSpace broom clean and in the same condition as delivered, ordinary wear and tear excepted. Customer will pay ModSpace for all missing or damaged tires, axles and hitches. The Equipment will be deemed returned to ModSpace upon removal from the Site. Termination of this Lease will become effective only when the Equipment has been returned to ModSpace in accordance with this Lease and Customer has paid to ModSpace all rent and other charges.

8. Indemnification

Except to the extent of the negligence or willful misconduct of ModSpace, its employees, subcontractors and agents, Customer shall indemnify, defend and hold harmless ModSpace, its employees and agents from any and all loss, claims, liabilities, damages, fines, forfeitures, seizures, penalties and expenses (including attorneys' fees and investigative costs) (collectively "Losses") that may arise from or in connection with any of the following:

(a) The loss of or damage to the Equipment following delivery and prior to removal from the Site by ModSpace due to any and all perils or casualty including, without limitation, flood and earthquake;

(b) The death of or injury to any person or damage to the property of any person as a result of, in whole or in part, the use or condition of the Equipment following delivery and prior to removal from the Site by ModSpace;

(c) Any act or omission of Customer in violation of this Lease;

(d) The use or possession of the Equipment following delivery and prior to removal from the Site by ModSpace; and

(e) Any damage to Customer's property or the property of any third parties incurred during or in connection with the Equipment following delivery and prior to removal from the Site by ModSpace.

The obligations contained in this Section 8 will survive expiration or termination of this Lease and removal from the Site by ModSpace.

TERMS AND CONDITIONS OF LEASE AGREEMENT**9. Insurance**

(a) At its sole expense, Customer will procure and keep in full force and effect, from the initial delivery date until the removal of all Equipment the following policies of insurance satisfactory to ModSpace as to the insurer and as to the form and amount of coverage, with premiums prepaid:

(i) Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate, written on a Combined Occurrence Form, including coverage for premises, operations, contractual liability, broad form property damage and independent contractors, naming ModSpace as an additional insured.

(ii) Commercial Property Insurance protecting against all loss and damages, at the full Insurance Value, sustained or suffered due to the loss of or damage to the Equipment as a result of any peril or casualty, including flood, naming ModSpace and Bank of America, NA as a loss payee. In the event the Equipment is new or custom built to Customer's specifications, the Commercial Property Insurance shall cover all loss and damages at the full Replacement Cost at time of loss for identical new Equipment. Customer may self-insure the obligations contained herein with ModSpace Risk Department approval.

(b) Customer will deliver certificates evidencing all such insurance to ModSpace prior to delivery of the Equipment except to the extent not required pursuant to Section 10 below. Each certificate will state that such insurance will not terminate or be materially changed without thirty (30) days' prior written notice to ModSpace.

(c) Obtaining insurance as described herein, including Section 10 below, will not affect Customer's obligations and indemnities under this Lease, and the loss, damage to or destruction of any of the Equipment will neither terminate this Lease nor, except to the extent that ModSpace is actually compensated by insurance, be paid for by Customer, relieve Customer of any of Customer's liability under this Lease. Until the Property is removed from the Site, Customer assumes all risk of loss or damage to the Equipment and agrees to indemnify and hold ModSpace harmless from any loss resulting from theft, destruction or damage to the Equipment.

(d) For Special Event transactions, the insurance limits required in Section 9(a) are to be adjusted to reflect a minimum combined single limit of \$5,000,000 per occurrence and \$10,000,000 annual aggregate.

(e) Upon request, ModSpace will furnish its standard insurance certificate evidencing Workman's Compensation, General Liability and Auto Liability, each to be effective for ModSpace's performance of delivery, installation, removal and maintenance work on the Site. ModSpace's insurance will be primary with respect to the scope of work only. Waivers of subrogation and policy endorsements will not be provided.

10. Optional Insurance and Damage Waiver

(a) In certain circumstances, Customer may choose (i) to enroll in an Optional Insurance Program to cover general liability risks (the "Optional Insurance Program") and/or (ii) to accept a Damage Waiver Option to cover damage to the Equipment (the "Damage Waiver Option").

(b) The Optional Insurance Program is provided through an independent insurance carrier and provides the following coverage: bodily injury and property damage arising out of the use and occupancy of the Equipment while under lease from ModSpace on a per occurrence basis, with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate, and medical coverage in the amounts of \$5,000 per person per occurrence, subject to a limit of \$1,000 per person for classrooms. If Customer has elected the Optional Insurance Program, so long as such coverage is still in full force and effect and Customer timely pays the additional fee, Customer will not be required, under this Lease, to carry additional commercial liability insurance as required by Section 9(a)(i). The Optional Insurance Program is not offered in all geographic areas, at all times during the year or for Special Event transactions.

(c) If Customer has elected the Damage Waiver Option, so long as Customer timely pays the additional fee specified therefor, Customer will not be required to carry the additional commercial property insurance required by Section 9(a)(ii) and Customer will not be liable to ModSpace in excess of \$1000 per Unit for loss or damage resulting from: lightning, theft, windstorm, hail, flood, explosion, fire or resulting smoke damage, or damage caused by vehicle or aircraft, except Customer will not be relieved of liability if Customer violates any other provision of this Lease. **THE DAMAGE WAIVER IS NOT INSURANCE COVERAGE.**

(d) Customer's coverage under the Optional Insurance Program is subject to the terms and conditions (including cancellation provisions) of that policy, which is not underwritten by ModSpace. Acceptance of the Damage Waiver Option may be cancelled by either party and rates and fees may be changed upon thirty (30) day prior written notice. If the Optional Insurance Program or Damage Waiver Option is cancelled for any reason, Customer will provide to ModSpace evidence of policies of insurance as set forth in Sections 9(a)(i) or 9(a)(ii), as appropriate, within ten (10) days prior to the effective date of such cancellation.

(e) The coverage provided under the Optional Insurance Program and the limitation of liability under the Damage Waiver Option does not extend to the transportation of the Equipment or its contents and only extends to Equipment installed on ground level. The Optional Insurance Program and Damage Waiver Option may not be offered or available in certain geographic areas at certain times of the year.

(f) The Damage Waiver Option will not be binding upon ModSpace unless any loss, damage, injury or claim is reported to ModSpace in writing within seventy-two (72) hours of the occurrence of any such event. Customer will also provide any information regarding such event that ModSpace reasonably requests.

11. Default

The occurrence of any of the following constitutes an Event of Default:

(a) Customer fails to pay when due any rent or fails to perform its obligations under Section 9 hereof;

(b) Customer fails to pay when due any other amount due or perform or observe any other term or condition hereunder and such failure remains uncured more than ten (10) days after delivery of written notice;

(c) Customer or any person or entity which controls more than fifty percent (50%) of Customer's equity (a "Control Person") or any guarantor of any of Customer's obligations hereunder (a "Guarantor") becomes insolvent, becomes subject to any voluntary or involuntary bankruptcy or reorganization proceedings, makes an assignment for the benefit of creditors, becomes subject to a receiver, admits its inability to pay its debts as they become due or enters into any type of liquidation or dissolution;

(d) Customer, any Control Person or any Guarantor defaults under any other agreement with ModSpace or any affiliate of ModSpace; or

(e) Any letter of credit, guaranty or other security given to secure the performance of Customer's obligations under this Lease expires, terminates or in the reasonable opinion of ModSpace becomes worthless.

Upon an Event of Default, ModSpace may withhold delivery or declare the entire rent for the remainder of the term (as may have been renewed or extended) as a tear-down and return costs immediately due and payable and accelerate and make immediately due and payable any other amounts owing under this Lease.

ModSpace may also retake and retain any of the Equipment free of all rights of Customer without any further liability or obligation to redeliver to Customer, and Customer hereby grants ModSpace the right to enter upon any premises where the Equipment is located in order to remove the same. If an Event of Default occurs under Section 11(c), such accelerations will occur automatically without the need for declaration. Customer will pay to ModSpace on demand all costs incurred by ModSpace in enforcing its rights under this Lease, including without limitation reasonable attorneys' fees. The remedies provided in favor of ModSpace will be cumulative and in addition to all other remedies provided in this Lease or existing at law or in equity. No action taken by ModSpace hereunder will release Customer from any of its obligations under this Lease.

If ModSpace retakes possession of the Equipment or any part of the Equipment and there is in, upon or attached to such repossessed Equipment any other property owned by Customer or in the custody of Customer, ModSpace may dispose or take possession thereof and hold the same for Customer, at Customer's sole cost.

12. ModSpace Right To Cure

If Customer defaults in any of its obligations under this Lease, whether or not an Event of Default then exists, ModSpace may pay all amounts or perform or cause to be performed all obligations required to be paid or performed by Customer under this Lease and recover from Customer as additional rent all amounts so paid and the reasonable value of all services so performed.

13. Notices

Any notice or demand under this Agreement shall be valid only if in writing and shall be deemed effective three (3) days following mailing if mailed by US certified mail, or upon receipt if given in any other manner, addressed to the attention of ModSpace at the branch location set forth on the face page hereof, and Customer at the address set forth thereon, or at such other address as either may designate in writing.



TERMS AND CONDITIONS OF LEASE AGREEMENT

14. Miscellaneous

- (a) Customer may not assign this Lease or sublet, rent or otherwise hire out or transfer possession of any of the Equipment to any person or entity without the prior written consent of ModSpace. ModSpace may assign this Lease and the rentals reserved under this Lease. If ModSpace makes such an assignment, the assignee will acquire all rights and remedies possessed by or available to ModSpace under this Lease. ModSpace may subcontract any or all of its obligations under this Lease in the ordinary course of business.
- (b) In the event the face page of the Lease omits specific Unit identification, the Equipment subject to this Lease will be the Equipment identified on the delivered receipt or, in the absence thereof, in fact delivered to the Site or identified on the invoice.
- (c) If this Lease is executed in connection with a federal government transaction, the only prime contract flow down provisions applicable to this Lease are those associated site services are those set forth in FAR 52.244-6 (1/2007).
- (d) This Lease incorporates either by reference contained herein or attachment hereto the ModSpace quotation/proposal (as applicable). In the event of conflict between the terms contained in such quotation/proposal and the terms of this Lease, the terms of the quotation/proposal shall supersede and govern. This Lease contains the entire agreement between the parties pertaining to the subject matter of this Lease and, except as set forth herein, supersedes all prior negotiations, proposals and other documents. No other agreements, representations or understandings not specifically contained in this Lease will be binding upon any of the parties hereto irrespective of any signature by ModSpace. In the event that any of the terms and provisions hereof are in violation of or prohibited by any Law, such terms and provisions shall be deemed amended to conform thereto without invalidating any other provision of this Lease.
- (e) The failure of ModSpace to insist at any time upon the strict performance of any of the terms, covenants or conditions of this Lease or to exercise any right of remedy herein, or the waiver by ModSpace of any breach thereof shall not be construed as thereafter waiving any such terms, covenants, conditions, rights or remedies. ModSpace shall not be in default under this Lease unless it has failed to cure a breach within thirty (30) days following receipt of written notice from Customer or, if such cure cannot reasonably be cured within such time, within such time as may be reasonable.
- (f) This Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute or and the same instrument. Telecopied signatures shall be deemed as effective as originals. This Lease will be governed as to its construction, interpretation and effect by the laws of the Commonwealth of Pennsylvania without regard to principles of choice of laws. Customer hereby submits to jurisdiction and venue of all courts having situs in the Eastern District of Pennsylvania and Chester County, Pennsylvania. CUSTOMER HEREBY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY OF ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT. Section headings are for convenience only and shall not affect the construction or interpretation of this Lease.

IN WITNESS WHEREOF, the parties hereto have the authority and duly executed this Lease Agreement as of the _____ day of _____, 2012

LESSOR: Modular Space Corporation

Lessee: _____

By: _____

Print Name: _____

Title: _____

Email Address: _____

Jurisdiction of Organization: _____

Organizational Number or Tax Identification Number:





Contractual Insurance Requirements for Mobile and Modular Buildings (US ONLY)

Per Section 9(a) of the Modular Space Corporation lease agreement, you must provide insurance for all units leased from Modular Space Corporation with the following coverage:

- Commercial General Liability Insurance** with a minimum combined single limit of \$1,000,000 per occurrence, written in an occurrence form, including coverage for premises, operations, contractual liability, broad form property damage, independent contractors and personal injury liability, naming Modular Space Corporation as an additional insured.
- Commercial Property Insurance** protecting against all loss and damages, at full replacement cost, sustained or suffered due to the loss of or damage to the Equipment as a result of collision, fire, lightning, theft, flood, windstorm, explosion or any other casualty, naming Modular Space Corporation and Bank of America, N.A. as a loss payees.

Please indicate how you will be meeting the Modular Space Corporation lease requirements and send back with lease documents:

OPTION 1 – select one or both of the ModSpace's convenient and cost-effective programs:	
<input type="checkbox"/> Commercial General Liability Program This program satisfies the lease requirement for Commercial General Liability Insurance. Under this program, you receive insurance coverage offered by Rutherford Risk Management and administered by Philadelphia Insurance Companies. The insurer will defend you and pay those amounts that you are legally obligated to pay due to bodily injury and property damage arising from the proper use and occupancy of a modular unit leased from Modular Space Corporation up to the policy limits. Steps, stairs, and ramps are also covered when they are used in connection with a modular unit leased from Modular Space Corporation. An outline of cover is available upon request. Coverage is subject to underwriting and specific terms and conditions set forth in your policy.	<input type="checkbox"/> Damage Waiver Program This program satisfies the lease requirements for Commercial Property Insurance. With this program we waive, for a fee, (a) your obligation under the Lease agreement to carry Commercial Property Insurance and (b) your liability to us for repair or replacement of the building structure for loss or damage as specified in Section 9(a)(ii) of the Lease Agreement. The waiver is effective only if the Lessee does not violate any other provision of the Lease Agreement. You will remain liable to us for the first \$1000 of damage per unit. This waiver is not insurance coverage.

OPTION 2 – I will be providing my own insurance for the leased units:

I (the lessee) have insurance in accordance with Section 9 of the lease agreement with respect to all requirements except as elected in Option 1 above. I will deliver a certificate of insurance no later than 14 days after equipment delivery as required by Section 9(b) of the lease agreement. If I fail to deliver the insurance certificate within the 14 days I understand that Modular Space Corporation has the right to impose an insurance processing fee as well as an uninsured lessee fee as outlined in section 9(c) of the lease agreement:

Agency Name: _____ Agent Name: _____
 Agency Address: _____ Agency Phone #: _____
 _____ Agency Fax #: _____

X Signature Of Lessee

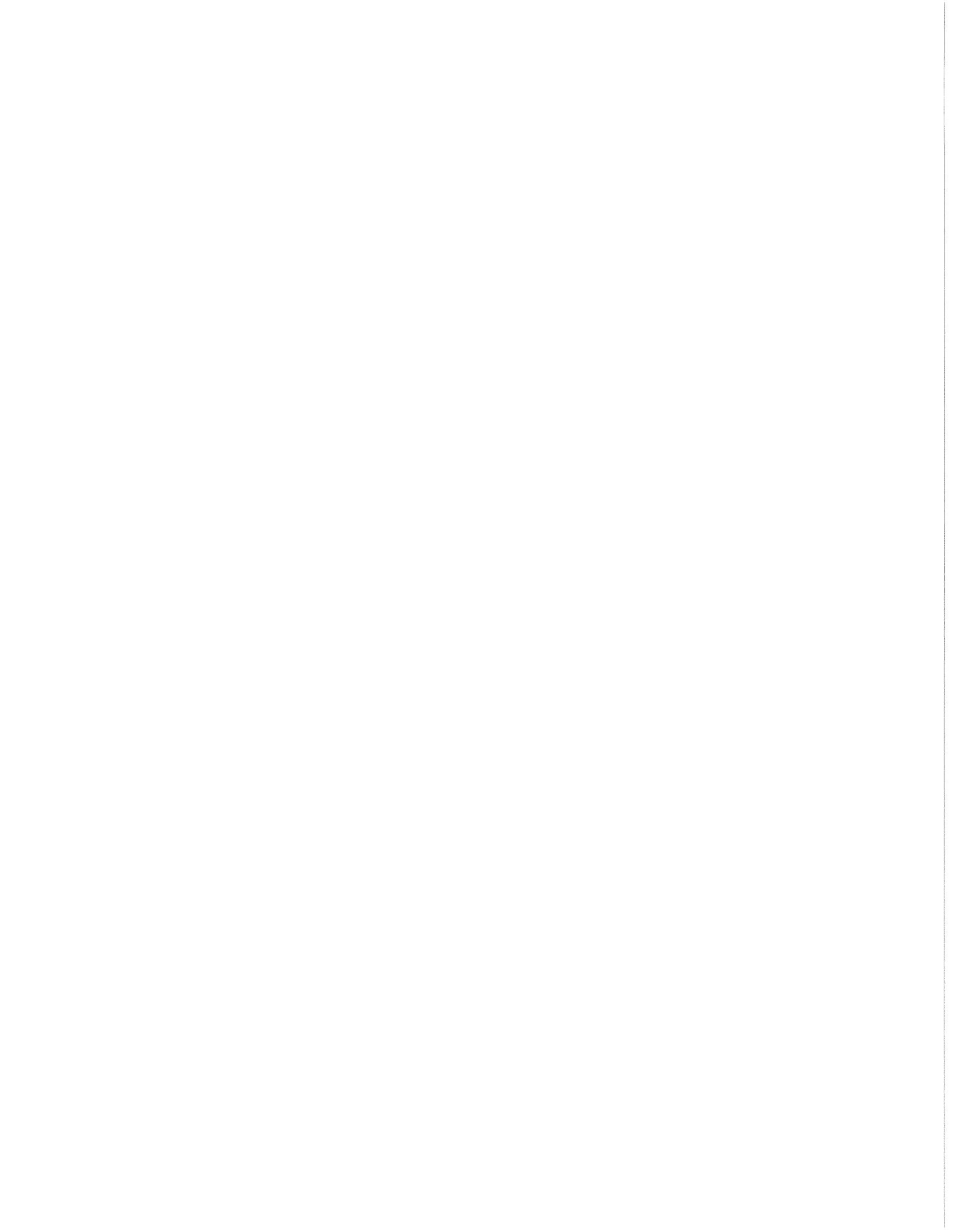
Print Name

Date

TO BE FILLED OUT BY MODSPACE BRANCH PERSONNEL:

Customer Account Name: _____	Customer Number _____
Lease Agreement Number _____	Unit Number(s): _____
Manufacturer: _____	Unit(s) Serial Number: _____
Equipment Value: _____	Model Year: _____

IF OPTION 2 is selected please fax form to 888-204-0015 or email modspaceinsurance@modspace.com





AGENDA ITEM # 13

CITY COUNCIL COMMUNICATION FORM

FROM: Greg Thompson, CDD/HPO

DATE: April 17th, 2012

ITEM: Historic Grant Program

NEXT STEP: Motion to approve the following grants as referenced in the Packet Spreadsheet:

- **Minor Grants:** 1, 3, 4, 5, 6, 7, 8, 10 & 14
- **Significant Grants:** 26, 27, 28

For a total amount of \$100,000

ORDINANCE
 MOTION
 INFORMATION

- I. **REQUEST OR ISSUE:** Consideration of funding preservation grants.
- II. **RECOMMENDED ACTION / NEXT STEP:** A motion to approve the HPC recommendation as presented.
- III. **FISCAL IMPACTS:** \$100,000: Rehab Grants 02-456-8805 (\$100,000)
- IV. **BACKGROUND INFORMATION:** A total of 32 grant requests were received, totaling nearly \$300,000 in requests. Of those requests, there were 7 Significant requests, three of which the HPC has recommended funding for and 25 Minor requests. The HPC has recommended providing funding for 9 of the Minor requests.

The morning after the HPC meeting, the owner of 113 Spruce called and indicated her insurance company was going to replace her roof, so she no longer needed to pursue the grant she applied for to address her roof issues. This grant request was recommended for funding by the HPC. I took a poll of HPC members to determine what they would like to recommend for the \$7,640 associated with this grant. The majority of the members suggested it go towards increasing the amount recommended for the glass in the atrium at the Teller House.

Attached you will find the entire HPC packet including the Staff report explaining the rationale and review of the applications as well as HPC's funding recommendations. Staff will provide a presentation of this information at the meeting.

V. **LEGAL ISSUES:** N/A

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

VII. **SUMMARY AND ALTERNATIVES:**

Council may take one of the following actions:

- Approve as presented
- Approve an alternate option
- Deny



AGENDA ITEM # 14

CITY COUNCIL COMMUNICATION FORM

FROM: Kent Kisselman, Operations Director

DATE: April 17, 2012

ITEM: Ordinance No. 12-04: An Ordinance Amending Ordinance No. 10-15 to impose additional regulations regarding water meters on all water using units within the City as Codified in Article I, chapter 13 of the Central City Municipal Code.

NEXT STEP: A Motion to approve Ordinance No. 12-04 An Ordinance Amending Ordinance No. 10-15 to impose additional regulations regarding water meters on all water using units within the City as Codified in Article I, chapter 13 of the Central City Municipal Code.

ORDINANCE
 MOTION
 INFORMATION

I. **REQUEST OR ISSUE:** To provide Public Works the ability to access owner's property within 72 hours advance written notice for the purposes of installing water meters.

II. **RECOMMENDED ACTION / NEXT STEP:** Motion to approve

III. **FISCAL IMPACTS:** None

IV. **BACKGROUND INFORMATION:** As we progress with the installation of water meters contacting some homeowners may become more difficult. The amended ordinance provides the City the ability to terminate water service to the home if the home owner is non-responsive to our repeated requests to access the home for the purposes of installing water meters.

V. **LEGAL ISSUES:** Legal has reviewed the Ordinance.

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

VII. **SUMMARY AND ALTERNATIVES:**
Council may take one of the following actions:

- Approve as presented
- Deny

**CITY OF CENTRAL, COLORADO
ORDINANCE 12-04**

**AN ORDINANCE AMENDING ORDINANCE NO. 10-15 TO IMPOSE
ADDITIONAL REGULATIONS REGARDING WATER METERS ON ALL
WATER-USING UNITS
WITHIN THE CITY AS CODIFIED IN ARTICLE I, CHAPTER 13 OF THE
CENTRAL CITY MUNICIPAL CODE**

WHEREAS, the City of Central, Colorado is a home rule municipal corporation authorized to provide water service to its residents and other water users pursuant to its home rule charter and Article 35 of Title 31 of the Colorado Revised Statutes; and

WHEREAS, the City owns and operates a water system, regulations for which are codified in Chapter 13 of the Municipal Code; and

WHEREAS, the City is in the process of requiring and installing water meters on every water-using unit in order to effectively measure water usage; and

WHEREAS, the requirement for water meters will enable the City to better manage the water system and the costs associated therewith; and

WHEREAS, the City previously adopted Ordinance No. 10-15 to impose the requirement for water meter installation; and

WHEREAS, the City Council desires to amend Ordinance No. 10-15 to clarify the obligations of the owners of water-using units with regard to water meters.

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

Section 1. Section 13-9 of the Central City Municipal Code is hereby amended to add new subsections (b) and (c) to read as follows:

Sec. 13-9. Water Meters.

(b) As specified in subsection (a) of this Section, the City shall assess against each owner using the water system the actual cost of the water meter and related equipment. Each owner shall pay the assessed amount within forty-five (45) days of the City's notice of installation. If such amount is not paid within sixty (60) days of such bill or invoice, the City may certify the amount to the county treasurer who shall collect the assessment, together with a ten (10) percent penalty for the cost of collection in the same manner as other taxes are collected.

ATTEST:

Reba Bechtel, City Clerk

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

CITY OF CENTRAL, COLORADO

Ronald E. Engels, Mayor

ATTEST:

Reba Bechtel, City Clerk

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

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

CITY OF CENTRAL, COLORADO

Ronald E. Engels, Mayor

ATTEST:

Reba Bechtel, City Clerk

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

Following is an update of the Finance Department's activities for the weeks of Friday, March 30, 2011 through Thursday April 12, 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 March Bank Reconciliation
- Prepared and mailed April Device Fee Invoices
- Continued drafting 2011 CAFR in preparation for Audit in April
- Prepared March Revenue and Expenditure Report for Council
- Assisted Operations Director on Personnel Matters
- Filed 2011 Conservation Trust Fund Report
- Began drafting Annual Gaming Commission Report
- Attended Training on new Website
- Processed New Employee Paperwork
- Ordered Event Rack Cards for Visitors Center
- Filed Local Highway Finance Report for 2011
- Prepared check listing for Council
- 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

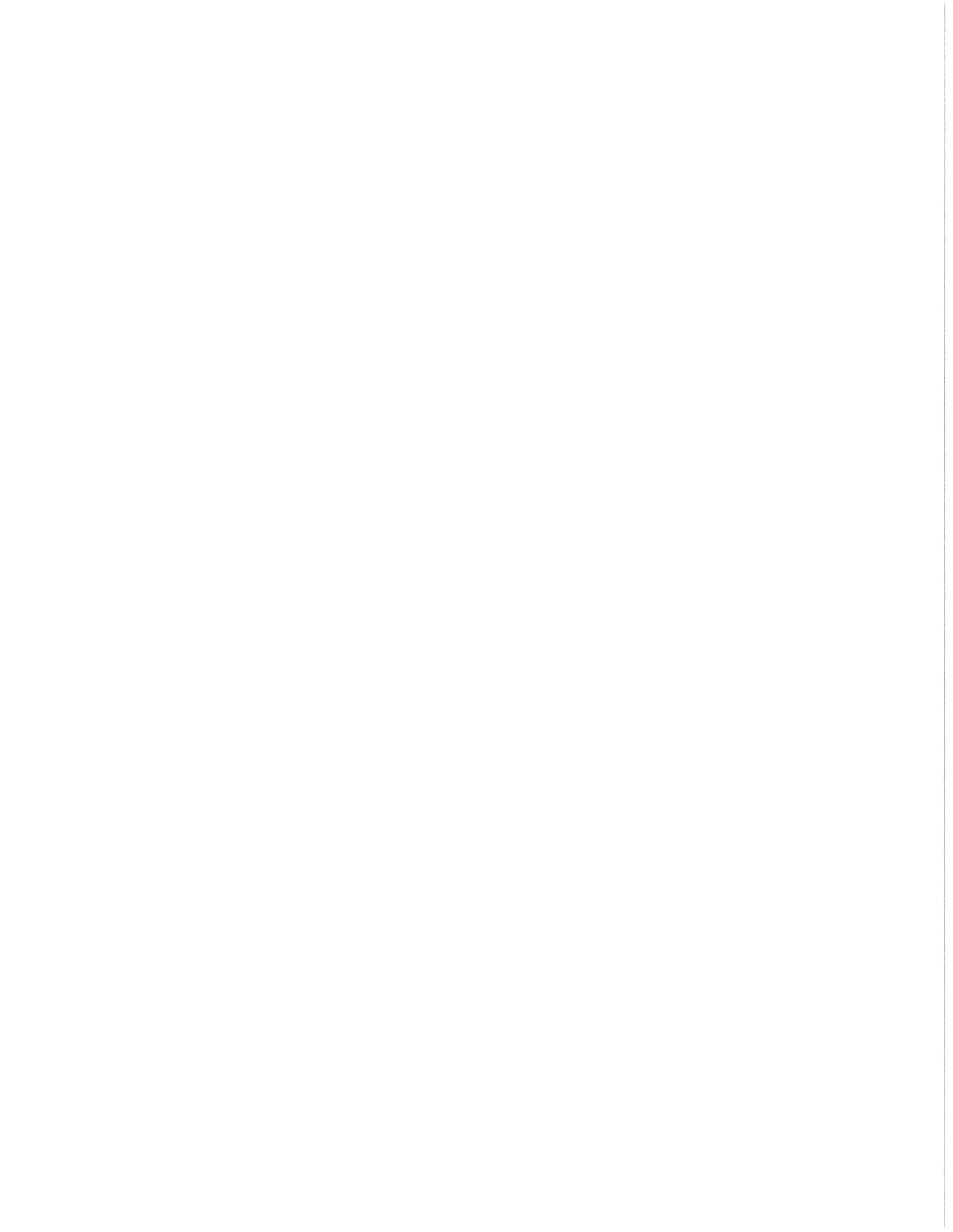
To: City Manager Alan Lanning, Mayor Engels, and City Council

From: Reba Bechtel, City Clerk

Date: April 17, 2012

Re: Bi-weekly Report

- Council minutes from April 3 completed
- Packet prep for the April 17 meeting
- Attended the PC meeting April 4 completed the minutes
- Packet Prep and attended meeting for HPC meeting April 11
- Ongoing: Business license: Processing new applications
Contractor license: Processing new application
Records room work
- Big thanks to Greg for all his hard work getting the grant review done.
- **Opera Picnic – save the date—June 25 at 4:00 pm at Russell Park**



Memo

To: Mayor, City Council and City Manager
From: Greg Thompson, Community Development Director
Subject: Community Development Department Bi-Weekly summary
Date: April 17, 2012

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

1. Met with the City's elevator and escalator safety inspector. Inspections will be occurring around the City throughout the next couple of weeks.
2. Met with the Historic Preservation Commission. They reviewed and approved the temporary Public Works trailer and offered their recommendations for this years grant program.
3. Reviewed and analyzed almost \$300,000 in grant requests from 32 applications.
4. Met with the City Prosecutor, Police Chief and Fire Chief to discuss a series of issues on a property which is the subject of potential enforcement action.
5. Met with Joe Behm and others to listen to a proposal being put forth by the BID.
6. Met with the Operations Director and the Division of Gaming to discuss a variety of issues with them including sidewalks, parking, and retaining walls.
7. The HPC graciously took time to provide a tour of local watering holes after the HPC meeting.
8. Toured all of the grant request sites. Saw the community in a different way because of it.



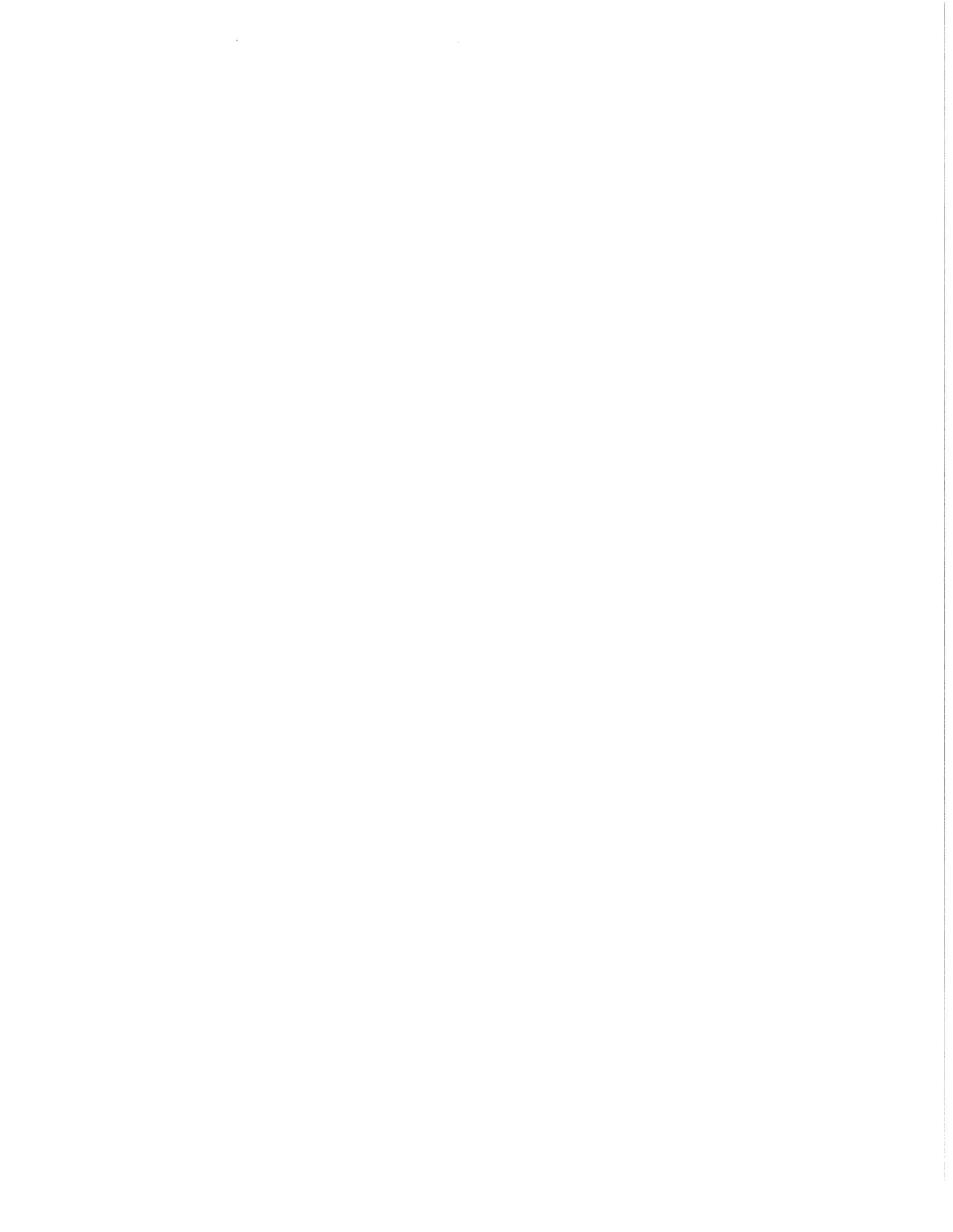
Central City Earth Day Attention Residents

The City of Central is partnering with Mary Ann Block and friends to Clean-Up Lake Gulch Road on Saturday, April 21, 2012 from 8 a.m. to 1 p.m.

Central City is looking for volunteers to help in this inaugural event. Please come join us, we will meet at the KOA Campground at 8:00 a.m.



Call **303-598-1936** if you have questions.





Central City Clean-Up Day

Attention Residents

The City of Central is sponsoring a City Clean-Up Day on Saturday, May 19, 2012 from 8 a.m. to 4 p.m.

Central City is also looking for volunteers to help clean up the Community, if you would like to volunteer please contact us or meet us at the City Shop at 400 Eureka.

Public Works will have dumpsters available at the Boodle Mill to drop off items. In addition, the City crew will be available to pick up large items, such as washers, dryers, tree limbs, yard debris or construction materials if you are unable to bring items to the Boodle Mill.

No household trash, hazardous materials (such as: batteries, paint or oil products) nor refrigerators (with the compressors attached) can be dumped.

This year Public Works will also accept electronic waste.



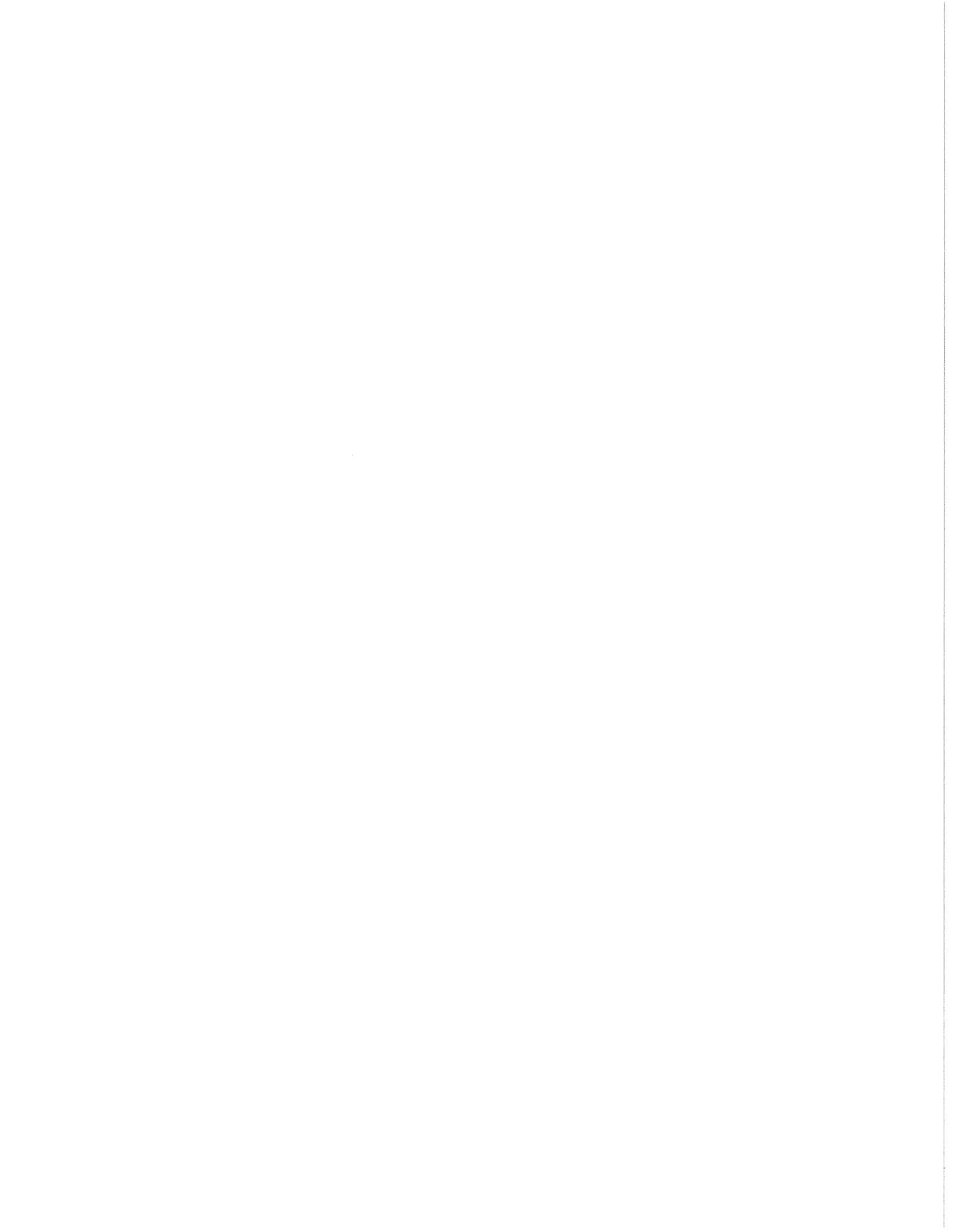
An appointment for pick up is necessary if you require curbside pickup. Residents are strongly encouraged to bring items to the Boodle Mill.

Deadline for scheduled pickup is Friday May 18th at 12:00 pm.

Call **303-598-1936** for an appointment during business hours 8-5.

Central City - Streets

Description of Task	Date	% of Completion	Location	Comments
6th High St - asphalt curb	3/22/2012		6th High Street	(TH meeting)
6th High St - culvert	3/22/2012	50%	6th High Street	(TH meeting)
6th High St - asphalt patch	3/22/2012		6th High Street	(TH meeting)
CDA Mine - poles, steel, wood, cleanup	3/6/2012		Academy Street	
Casey Street - delimitator posts	3/22/2012		Casey Street	
Retaining Wall - missing rocks	4/12/2012		Casey Street	
City - flower baskets for City	4/18/2011		City	Cindy/Shannon
City - Storm Drains	5/2/2011	Annually	City	Flush all storm drains
Storm Drains - Clean out rocks	5/5/2011	Annually	City	
City - Striping	5/5/2011	Annually	City	paint is on site
City-Opera picnic setup	6/9/2011	Spring and Fall	City	tents, chairs, tables
Lou Bunch - setup	6/9/2011	Annually	City	tents, chairs, tables, stage
Weedwacking	6/13/2011	Spring and Fall	City	
Bollards - paint	6/13/2011	30%	City	
Bollards - replace and paint	3/12/2012	25%	City	replace old bollards and provide where none exist
Signage	1/27/2012	10%	City	leaning poles, paint, direction
City	1/27/2012	Annually	City	banners, xmas decorations
City	1/27/2012	Summer	City	30 flags and 2 large flags
Lights	1/31/2012	25%	City	finish painting hydrants
City Dump - burning	2/17/2012	100%	City	number lights on streetscape project
City - reflectors	3/1/2012	20%	City	burned pile on 3-8-12
Street Sweeping - plan (map)	3/22/2012	95%	City	new reflectors guardrail within the City
Remove signs in town	3/22/2012	15%	City	excess signage (Greg, Joe, Kent)
ROW shrub, bush, weeding	4/12/2012		City	residential streets
Asphalt Patches		Spring and Fall	City	sawcuts made
County Road - ditch maintenance	3/22/2012		County Street	
Fix pot hole 206 E 1st High	3/22/2012		E 1st High	
E 1st High - Jersey Barriers	3/26/2012	100%	E 1st High	remove 2 barriers in road
E 1st High - Masonic Stairs	3/26/2012		E 1st High	stain steps
E 1st High - Masonic Stairs	3/26/2012	100%	E 1st High	repair steps
E 1st High - Drainage Ditch	3/26/2012		E 1st High	Museum and Church channel repair
312 E 3rd - bollards and cable	3/22/2012	100%	E 3rd High	phone call
Eureka Street manholes sinking	3/1/2012	100%	Eureka Street	Street Floats
Washington Hall - sidewalk	3/5/2012	100%	Eureka Street	sink hole
Wetlands/Boodie Mill clean up	3/6/2012		Eureka Street	
Eureka - sidewalk	3/22/2012		Eureka Street	221 Eureka (email) look at retaining wall as well
Sidewalk - Eureka 311 to 331	3/22/2012		Eureka Street	no sidewalk currently exists
Sidewalk - Eureka 219 to 215	3/22/2012		Eureka Street	poor condition, no curb
Sidewalk - Thomas House red portion	3/22/2012		Eureka Street	Condition poor to marginal
Sidewalk - Thomas House 207 to County Bldg	3/22/2012		Eureka Street	curb condition poor
207 Eureka - stormwater	3/22/2012		Eureka Street	condition poor
Pot Holes PWD	4/12/2012	15%	Eureka Street	(TH meeting)
Johnson Reservoir road	4/12/2012		Eureka Street	Historic?? Planner to check
Rock grate in Gregory Gulch	4/12/2012	Spring	Eureka Street	reservoir failure causing road failure
Gregory Street - trench drain, yellow house	6/7/2011		Gregory Gulch	
City Limit Sign	1/27/2012		Gregory Street	city limit sign road from black hawk
Clean Gulch	3/6/2012	Spring	Gregory Street	remove bridge safety hazard
D Street - Gregory St - jersey barriers, guardrail	3/6/2012		Gregory Street	
Post Office - sign	3/22/2012	20%	Gregory Street	new fence and cleanup
Gregory St - removable speed bump and signage	3/22/2012		Gregory Street	reinstall sign
Gregory St - No Parking Signs west side	3/22/2012	100%	Gregory Street	3 signs
Gregory St - paint curb	3/22/2012	100%	Gregory Street	



To: Alan Lanning, City Manager

From: Terry Krelle, Chief of Police

Date: April 12, 2012

Subject: Weekly Report – Week Ending 04-13-12

Weekly Statistics:

Report Period:	Current Period	Year To Date	2011	2010	2009
March 11, 2012 to April 8, 2012					
ACTIVITY:					
Assist other Agency	8	30	141	175	166
Assist by other Agency	0	0	4	3	25
Drugs	2	5	14	11	4
Forgery/Fraud	2	4	4	6	9
Thefts	5	17	47	54	32
Crimes Against Persons	6	25	100	89	64
Crimes Against Property	2	14	36	55	62
Patrol-Chase Gulch Reservoir/Parks	26	87	768	660	662
Arrests	9	32	69	56	44
Intoxicated Parties/Detox Sobriety Checks	16	62	219	261	118
TRAFFIC:					
DUI/DUID	0	0	7	5	5
Traffic Accidents	5	17	42	47	56
Traffic Citations	27	64	334	262	140
Traffic Warnings	38	153	560	603	726
ORDINANCE					
City Ordinance Violations	10	28	190	192	242
ALL OTHER CASES	46	176	817	774	1148
Residential Patrols	58	235	1917	1342	1506
Prospector's Run Patrols	9	35	317	339	669
TOTAL CASES	269	984	5926	4934	5638

Calls for Service this period: 537

2011 Calls for Service: 7512

2009 Calls for Service: 7219

2012 Year to Date Calls for Service: 1697

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 have been five parking tickets written, four were for vehicles parked in no parking zones and one for a vehicle on the sidewalk. On 02/26, two males were arrested at separate locations in town, both were wanted on warrants. On 02/28, an officer responded to a physical domestic at Century. Upon arrival, it was determined that the male was the aggressor and had assaulted the female. The male was arrested and jailed. Also on 02/28, another disturbance was reported at Century. This was between two males. One male was jailed on disorderly conduct and drug charges. On 03/01, an officer took a report on a theft of a wallet. The female was playing at Doc's and left her wallet in the coin tray. When she returned, the wallet was gone. On 03/04, an officer responded to a call of two drunk and disorderly subjects at Reserve. Upon arrival, they determined that one subject was wanted on a warrant, as the subject was being placed into custody, he resisted being cuffed and the subject had to be physically restrained by two officers. The subject was jailed on the warrant as well as resisting arrest. During the period, we received several reports of counterfeit money. These are a continuing problem that is happening in both towns.

TRAINING

Officer Schaller is currently in Field Training and Officer Miller is attending an Interview and Interrogation school.

MISC.

I have conducted normal weekly administrative duties. I have been updating the Police Department web page and procedure manual. I have been covering the streets. I have been researching vendors for a Variable Message Sign to be placed on the in-bound side of the Parkway by the archway. I attended both a 911 Authority Board meeting and Emergency Services meeting.

PARKWAY ISSUES

This past reporting period, there were two accidents on the Parkway. Since the road has opened, we have issued 3988 warnings; most were for speeding.

This week:

19 Warnings, 25 Summonses

Since opening day, November 19, 2004

Warnings	Traffic Summons
3988	1205