

CITY OF CENTRAL, COLORADO
NOTICE OF A REGULAR MEETING of the CITY COUNCIL to be held on
Tuesday, May 20, 2014 @ 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 website, the City Hall bulletin board and at the Post Office 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	Shirley Voorhies
	Glo Gaines
	Kathy Heider
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 May 8 & 15; and
City Council minutes: May 6 & 7, 2014.

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 AND PUBLIC HEARING --

7. Ordinance No. 14-02: An ordinance authorizing the City of Central to enter into a Municipal Lease Purchase Agreement and related documentation with Daimler Truck Financial for the lease and purchase of 2015 Freightliner Snowplow and related equipment. (Flowers)

ACTION ITEMS: NEW BUSINESS --

8. Resolution No. 14-08: A resolution of the City Council of the City of Central, Colorado approving a short term loan with the Cultural Economic Development Association (CEDA). (Flowers)
9. Resolution No. 14-09: A resolution of the City Council of the City of Central, Colorado approving a Professional Services Agreement with the Regents of the University of Colorado, for and on behalf of the College of Architecture and Planning, Center of Preservation Research (CORP) for services related to the Historical Survey Update Project. (Fejeran)

REPORTS –

10. Staff updates –

COUNCIL COMMENTS - limited to 5 minutes each member.

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

ADJOURN. Next Council meeting June 3, 2014.

Posted 5/16/14

PLEASE TURN OFF CELL PHONES

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
5/15/2014**

Total Beginning ENB Cash on Hand 4/29/14	387.95
Deposits to ENB	-
Wires Out ENB	-
Cleared Checks	-
<u>5/15/2014</u>	<u>387.95</u>
<less previously approved & outstanding>	(59.00)
Total ENB Cash on Hand 5/15/14	328.95

Total Beginning CO Biz Cash on Hand 4/29/14	167,418.27
Deposits to COB	207,278.38
Wires Out COB	(124,672.45)
Cleared Checks	(115,584.57)
<u>5/15/2014</u>	<u>134,439.63</u>
<less previously approved & outstanding>	(75,930.37)
Device Fees Received 5/15/14	216,913.50
Total COB Cash on Hand 5/16/2014	275,422.76

Total Beginning Colotrust Cash on Hand 4/29/14	623,645.21
Wires into Account	30,297.51
Wires out of Account	-
Total Colotrust Cash on Hand 5/15/2014	653,942.72

***The City is currently in the process of switching the operating account from Evergreen National Bank to Colorado Business Bank. As such, you will see less and less activity out of Evergreen National and on the next cash flow report both of the operating accounts will be reflected. Once all transactions have cleared Evergreen National Bank, it will be removed from this sheet.

TOTAL CASH ON HAND 5/15/2014 929,694.43

**CITY OF CENTRAL
DEBIT CREDIT CARD PURCHASES**

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
5/14/2014	CML	Conference Registration	1,303.00
TOTAL for Debit Cards			1,303.00
4/7/2014	Staples	Patrol Cameras	169.89
4/14/2014	Safeway	Snacks for Sergeant Meeting	33.10
4/14/2014	Ponderosa Car Wash	PD Car Washes	18.00
4/14/2014	Rough Country	Winch for Water Truck	665.85
4/15/2014	CO St. Fire Chiefs	FD Conference/Meeting	103.00
4/16/2014	Otter	PW Supplies	95.90
4/16/2014	Gempler	Water Dept Uniforms	302.95
4/17/2014	Sprayer Specialties	PW Tools and Supplies	50.54
4/17/2014	Northern Tool	Cover for Staging	168.67
4/18/2014	Micro Center	Computer for PW Shop	579.97
4/18/2014	Computer Dust	Monitor Covers for PW Computer	54.93
4/18/2014	3Decals	Fd Decals	60.00
4/21/2014	The Public Safety Store	Small Equipment FD	14.73
4/24/2014	Vail Cascade Hotel	FD Training Lodging	129.00
4/28/2014	ToolFetChil	FD Tools and Supplies	744.94
4/28/2014	Northern Tool	Sander Lift Parts/Flower Sprayer	332.79
4/29/2014	Toolup.	Tools FD	127.24
5/5/2014	Finance Charges	Finance Charge	119.02
Total for Credit Cards			3,770.52
Total for All Cards			5,073.52

CASH FLOW
CHECK LISTING

5/15/2014

Inv Date	Inv #	Ck. Date	CK#	Vendor	Description	Amount	Mail Date
5/8/14	May-14	5/13/14	128159	Barbara Thielemann	Planning Commission	50.00	
2/18/14	597905	5/13/14	128160	Christopher Dodge	Seat Belt	44.50	
5/9/14	5751166779	5/13/14	128161	Clear Creek Supply	Fuel Filter, Key Nipple	68.91	
5/6/14	41913	5/13/14	128162	Exquisite Enterprises	Nameplate for Laratta	19.67	
4/28/14	42814	5/13/14	128163	Home Depot	PW/Water Supplies	428.45	
3/15/14	2ndqtr14	5/13/14	128164	Mountain States Employment	2nd Qtr Dues	757.45	
4/24/14	284784/284900	5/13/14	128165	Napa Auto Parts	Master Disconnect, Coupler Lock	115.93	
5/5/14	98407/98418	5/13/14	128166	Office Stuff Inc	Paper, Toner, Notebook Legal Pads	746.96	
5/5/14	50514	5/13/14	128167	Xcel Energy	Gas and Electric for Multiple Locations	12,727.84	
4/21/14	42114	5/13/14	128168	Purchase Power	Postage	25.91	
5/6/14	5001275732	5/13/14	128169	Cintas	First Aid Supplies	594.26	
5/2/14	740419/314639	5/13/14	128170	Stevinson Chevrolet	Repair 05 Chevy, Lamp	821.51	
4/21/14	138305	5/13/14	128171	Ultramax	Federal 40 165GR	276.00	
4/24/14	C309916	5/13/14	128172	HD Supply Waterworks	Pipe, Flared Ends	1,062.00	
4/30/14	21404225	5/13/14	128173	Utility Notification Center	Line Locate	16.83	
4/30/14	9429119218	5/13/14	128174	Grainger	Cap Plug, Connector, Air Hose, Cable, V Belt	430.55	
4/25/14	CC042414	5/13/14	128175	Weekly Register Call	Meet the Candidates Ad	150.00	
4/25/14	27423	5/13/14	128176	Med-Tech	Brass Regulator Washers	49.92	
5/3/14	2014056087	5/13/14	128177	Anthem Blue Cross	Health Insurance	9,003.82	
5/8/14	May-14	5/13/14	128178	Janet Spain	Planning Commission	50.00	
5/8/14	836496	5/13/14	128179	Aflac	Supplemental Insurance Premiums	341.96	
5/7/14	9632/9696	5/13/14	128180	Allen Technology	Monthly Maintenance, Computer	6,447.51	
3/14/14	3240730025	5/13/14	128181	Transwest Truck	Reservoir Pump Kit	229.00	
4/21/14	85768	5/13/14	128182	Complete Wireless Technology	Pager Repair	54.00	
5/4/14	50414	5/13/14	128183	Sprint	Long Distance Fax Service	10.57	
5/8/14	4672	5/13/14	128184	Ausmus Law Firm	Prosecution for May	600.00	
5/14/14	240192A	5/13/14	128185	Central Parts Warehouse	Spring Assembly	155.66	
4/28/14	9724324266	5/13/14	128186	Verizon Wireless	Cell Phone Services	1,134.54	
4/24/14	42414	5/13/14	128187	USA Communications	Internet for FD	50.95	
4/24/14	D448672	5/13/14	128188	Accutest Mountain States	Water Testing	428.00	
5/1/14	50114	5/13/14	128189	T and D Car Wash	PD Car washes	110.00	
5/8/14	732	5/13/14	128190	Embroidery & Sewing by Karen	Shirt Logos and Names	24.00	
4/30/14	Apr-14	5/13/14	128191	St Anthony Hospital	Mtn Mini Conference	910.00	
4/16/14	100364	5/13/14	128192	Kois Brothers Equipment	U Bolt Kit, Spring Assembly	256.00	
4/21/14	49961/48239	5/13/14	128193	JVA Inc.	Engineering Nevada St, Stormwater	19,342.81	
5/13/14	May-14	5/13/14	128194	Margaret Grant	Planning Commission	50.00	
4/30/14	93557	5/13/14	128195	Intermountain Sweeper	Sweeper Parts	1,440.82	
5/13/14	May-14	5/13/14	128196	Herman Gaines	Planning Commission	50.00	
4/28/14	13067396	5/13/14	128197	Martin Marietta	Asphalt	261.44	
4/23/14	76170/76426	5/13/14	128198	Gard Specialists	Shaker Screen Screws	355.74	
5/1/14	1773554937	5/13/14	128199	Waste Management	Roll Off	96.46	
4/23/14	225813/227408	5/13/14	128200	Rex Oil	Fuel and Oil	8,740.31	

CASH FLOW
CHECK LISTING

5/15/2014

4/8/14	736506	5/13/14	128201	Assembled Products	Docking Station	2,380.34
5/5/14	50514	5/13/14	128202	Cardmember Services	PD, Water, PW, FD Supplies	3,770.52
4/25/14	839121	5/13/14	128203	Buckeye Welding Supplies	Oxygen	13.00
4/1/14	115765806	5/13/14	128204	BLR	7 Min Safety Trainer	519.95
5/1/14	1788139	5/13/14	128205	Western Paper Distributors	Cutlery Kits, Broom Handle, Brush	98.28
5/1/14	042314B/52214	5/13/14	128206	JKQ BBQ and Smokehouse	Interview and Meet and Greet Food	487.00
5/21/14	11567	5/13/14	128207	Chema Tox	Blood Alcohol Test	20.00
5/13/14	May-14	5/13/14	128208	Judy Laratta	Planning Commission	50.00
5/1/14	693113	5/13/14	128209	Wimactel Inc	Pay Phone Service	70.00
5/13/14	May-14	5/13/14	128210	Lisa Leben	Planning Commission	50.00
Total Issued:						155,479.04
Outstanding through ENB						59.00
Outstanding through COB						75,930.37
Approved & Sent Checks:						79,489.67
Clrd & Pending Approval:						-
Voided Checks:						-
Total Pending Approval 5/20/14						75,989.37

**CITY OF CENTRAL
CITY COUNCIL MEETING
May 6, 2014**

CALL TO ORDER

A regular meeting of the City Council for the City of Central was called to order by Mayor Engels at 7:00 p.m., in City Hall on May 6, 2014.

ROLL CALL

Present: Mayor Engels
Alderman Gaines
Alderman Spain
Alderman Voorhies

Absent: Alderman Heider

Staff Present: City Clerk Bechtel
Attorney McAskin
Finance Director Flowers
Utilities Superintendent Griffith
Planner Fejeran
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 Gaines moved to approve the consent agenda containing the regular bill lists for April 17, 24 and May 1, 2014; and the City Council minutes for the meeting on April 15 and 23, 2014. Alderman Spain seconded, and without discussion, the motion carried unanimously.

PUBLIC FORUM/AUDIENCE PARTICIPATION

No one requested time to address the Council.

LIQUOR LICENSE AUTHORITY

New application for Tavern License for Charles Odiorne Gaming, LLC dba Blu and Charlie's

At 7:03 p.m. Alderman Gaines moved to open the Liquor Licensing Authority. Alderman Spain seconded and, without discussion, the motion carried unanimously.

City Clerk Bechtel gave the background as follows:

This matter is before the Local Liquor Licensing Authority for a Public Hearing regarding an application for a new Tavern Liquor License for Charles Odiorne Gaming, LLC dba Blu and Charlie's at 118 Main Street. Based on testimony and evidence presented in support of, or in opposition to this application, the Local

Liquor Licensing Authority may take into consideration the following factors as more fully explained in the "Criteria for Approval" section:

1. The reasonable requirements of the neighborhood and the desires of the adult inhabitants of this neighborhood are met including the sufficiency of the number, type, and availability of other alcoholic beverage outlets located within the boundaries of the neighborhood of the proposed establishment; and
2. The character of the Applicant.

On April 4, 2014, Charles Odiorne, owner of Charles Odiorne Gaming, LLC dba Blu and Charlie's at 118 Main Street, filed an application for a new Tavern Liquor License. Limited Liability Company documents were submitted with the lease for 118 Main Street. Subsequently, a Notice of Public Hearing was published in the *Weekly Register Call* on April 17, 2014 and a sign was posted at the location of 129 Main Street on April 11, 2014, both not less than ten (10) days prior to this hearing.

CONCURRENT REVIEW (Regulation 47-324, CCR): In order to expedite this matter, the Applicant has requested a *Concurrent Review* by the State Liquor Enforcement Division (that department reviews the application at the same time as the local authority). The Applicant has paid the additional \$100 fee required by statute for that process. Copies of all documents and the appropriate fees were mailed to the Liquor Enforcement Division.

CRITERIA FOR GRANTING A NEW LICENSE.

At the regular meeting of the City Council/Liquor Licensing Authority on September 7, 2004, the City Council unanimously passed Liquor Authority Resolution 04-1 establishing the entire City of Central as the neighborhood boundaries.

The following criteria, as discussed in this staff report, must be found by the Authority to exist in order for the license to be granted:

1. The notice of the hearing was posted in a conspicuous place on the premises and published in a newspaper no less than 10 days before the hearing;
2. There is a need and desire for the establishment;
3. Existing liquor licenses of the same class are inadequate to serve the needs of the neighborhood.
4. Applicant is of good moral character; and for this application –Tavern Liquor – the registered manager/owner is of good moral character (proven by the background check via CCPD);
5. Applicant is in legal possession of the premises;
6. The use is permitted under the zoning classification;
7. Premises are suitable based on a review of the plans;
8. There does not exist an unlawful multiple ownership of licenses or interests.

STAFF'S FINDINGS: In consideration of the foregoing criteria of approval, staff makes the following findings: A minimum of thirty- (30) days has elapsed between the date the application was filed and the date set for the public hearing. The notice of hearing was duly noticed. The use is permitted in the zone district. Relating to "good moral character and suitability of the premises":

1. Police Department: completed a background investigation through CCIC, the City of Central and the Gilpin County Sheriff's Department on the applicant listed. Therefore, the Police Department recommendation is for approval of the application for a new Tavern liquor license. (see attached memo)
2. Building Department: Charles Odiorne Gaming, LLC dba Blu and Charlie's at 118 Main Street does **not** have building permits pending at this time. They are expecting to do only minor changes and the Building Inspector, the Fire Chief and the Police Chief will perform inspections of the premises before a certificate of occupancy is issued.
3. Regarding the needs and desires of the neighborhood, the Authority will need to consider the evidence and testimony presented during the hearing.

Desires: To date, the City Clerk’s Office has not received any oral or written communication from other parties regarding this application.

Needs: Listed below by class of license, name, and address are **11** other liquor-licensed establishments within the previously established neighborhood boundaries:

NAME OF BUSINESS	LOCATION	CLASS OF LICENSE
Annie's Liquor	135 Nevada Street	Retail Liquor Store
G. F. Gaming Corp d/b/a The Famous Bonanza	107 Main Street	Retail Gaming Tavern
Grimes Gaming Corp. d/b/a Easy Street Casino	121 Main Street	Retail Gaming Tavern
Doc Holliday Casino, LLC – expired 4/22/14	129-131 Main Street	Tavern
Central City Opera House Assoc. d/b/a Teller House	120 Eureka Street	Tavern
Dostal Alley, Inc.	1 Dostal Alley	Brew Pub
Elks Lodge	113 Main St. 2 nd floor	Club
CC Tollgate LLC d/b/a Century Casino	102 Main Street	Hotel and Restaurant
RHC Colorado LLC dba Reserve Casino Hotel	321 Gregory Street	Hotel and Restaurant
The Central City Group, LLC d/b/a Central City Social Club	112 Lawrence Street	Hotel and Restaurant
CC Gaming LLC d/b/a Johnny Z’s Casino	132 Lawrence Street	Hotel and Restaurant

OPTIONS FOR LLA’S CONSIDERATION: Members of the Liquor Licensing Authority may consider either of the following actions:

1. To *approve* or *deny* the application for a new Tavern Liquor License for Charles Odiorne Gaming, LLC dba Blu and Charlie’s at 118 Main Street (**The decision of the Local Licensing Authority must be mailed to the Applicant within thirty- (30) days following the public hearing at the address contained in the application. If the Authority decides to deny the application, staff recommends that the matter be continued to a date certain for purposes of consultation with the City Attorney and in order to prepare writing findings.*); or
2. Continue this Public Hearing to allow the Applicant and staff an opportunity to provide further information to the Authority regarding this matter.

Greg Wilson, GM for Blu and Charlie’s offered testimony about the plans for this new business as a nongaming entertainment hub for events in town such as weddings, live music, pool, sports and a Mexican restaurant.

Jack Hidahl, resident at 206 E 6th High, offered testimony stating a need for good tequila.

Alderman Gaines moved to approve the new application for Tavern License for Charles Odiorne Gaming, LLC dba Blu and Charlie’s at 118 Main Street. Alderman Spain seconded, and without discussion, the motion carried unanimously.

At 7:18 p.m., Alderman Voorhies moved to close the Liquor Licensing Authority. Alderman Spain seconded and, without discussion, the motion carried unanimously.

ACTION ITEMS: NEW BUSINESS

Ordinance No. 14-02: An ordinance authorizing the City of Central to enter into a Municipal Lease Purchase Agreement and related documentation with Daimler Truck Financial for the lease and purchase of 2015 Freightliner Snowplow and related equipment.

Finance Director Flowers gave the background as follows:

During the 2014 Budget process one of the capital items that City Council approved for budgeting was the lease/purchase of a new snowplow for the Public Works Department. Over the course of 2013, it became apparent that a new snow plow was needed in order to properly maintain the Parkway during the winter months. Therefore, City Council approved funds in the 2014 Budget to obtain this equipment. Due to the fact that snowplows generally take several months to be delivered after an order has been placed, the 2015 Freightliner snowplow and equipment was ordered at the beginning of 2014. As the equipment is now nearing completion and delivery, it is appropriate to adopt the lease purchase agreement to complete the financing aspect of this purchase.

Although Council froze the purchase of even budgeted capital items during the 1st quarter of 2014 in order to maintain General Fund balances, this piece of equipment had already been ordered and could not therefore be cancelled. The City has secured financing with Daimler Truck Financial for the purchase of the new snowplow. The total cost of the snowplow is \$172,903. Total financed principal amount is \$142,903 (total cost reduced by a \$30,000 down payment). The annual interest rate is 3.17 % with and the term of the financing is four (4) years. Total interest paid over the lease/purchase period is \$11,501.72. Each annual payment will be \$36,601.18.

Although the 2014 Budget contemplates a three (3) year term and an initial down payment of \$40,000, the term has been extended to four (4) years and the down payment reduced to \$30,000. This has been done in order to keep the annual payment under \$45,000 and because the amount that the City received at auction for the old snowplow during the 4th quarter of 2013 was only \$34,500 (\$5,500 less than expected). This purchase adheres to the adopted funding allocations for vehicles and equipment in the Public Works Department under line item 01-431-7420 Lease Purchase Payments (budgeted amount of \$45,000). There will be an initial down payment made on the equipment in the amount of Thirty Thousand Dollars (\$30,000.00).

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

Alderman Gaines asked if this lease purchase allows an early payoff. Finance Director Flowers confirmed that early payoff is not a problem.

Alderman Spain moved to adopt Ordinance No. 14-02: An ordinance authorizing the City of Central to enter into a Municipal Lease Purchase Agreement and related documentation with Daimler Truck Financial for the lease and purchase of 2015 Freightliner Snowplow and related equipment set a public hearing on May 20, 2014 at 7:00 p.m. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

Planning and Architectural Services for work on the Comprehensive Plan with Fentress Architects
Planner Fejeran gave the background as follows: The Comprehensive Plan was last updated in 2003, which exceeds the State's recommended update of ten years. The necessity to update the

comprehensive plan stems from a decade of change in growth or direction of development as well as economic setbacks resulting in unanticipated loss of businesses and jobs. It is suggested that the planning commission re-evaluate the comprehensive plan elements at least every five (5) years. The comprehensive plan will address land use and zoning, heritage and creative district, infrastructure and transportation, recreation and tourism (required by Colorado Revised Statute), neighborhoods and housing and economic development and sustainability. This effort will require additional resources.

Citizen participation will be critical for the success of the comprehensive planning process, which will entail mutual education or joint fact-finding. Two additional meetings, in the form of workshops/charrettes, have been added to the schedule. These meetings will require additional resources for facilitating the evaluation of issues and derived themes that will evolve into the City's vision. In addition, six critical elements that make up the comprehensive plan will be analyzed in the workshops/charrettes and will require guidance for integration into the plan, and establishing performance measures for action-based implementation strategies.

The planning and architectural services to be provided to the City by the Consultant will be a not-to-exceed basis from the Community Development Planning and Engineering budget of \$7,000 in the 2014 Community Development budget.

Mayor Engels asked to clarify that Fentress will not be creating the content for the Plan. Planner Fejeran stated that Fentress will facilitate meetings to get community consensus.

Alderman Gaines asked if the dates have been set for the community meetings. Planner Fejeran responded with the 1st week in June and the 1st week in August on Saturday morning.

Alderman Gaines moved to approve a Professional Services Agreement with Fentress Architects, LTD to provide Comprehensive Plan Development support not to exceed. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

Resolution No. 14-07: A resolution of the City Council of the City of Central, Colorado approving a Professional Services Agreement with W2 Engineers, LLC for Engineering Services.

Utilities Superintendent Griffith explained that this proposed resolution covers an annual contract for retaining the services for an on call water engineer. This contract was as a result of an RFP which was published appropriately for an engineer with a specific background of the Central City WTP and infrastructure.

Alderman Voorhies moved to approve Resolution No. 14-07: A resolution of the City Council of the City of Central, Colorado approving a Professional Services Agreement with W2 Engineers, LLC for Engineering Services. Alderman Spain seconded, and without discussion, the motion carried unanimously.

STAFF UPDATES

Alderman Gaines directed questions to various staff:

- Audit process – Finance Director Flowers stated it went very well
- AT&T – Planner Fejeran stated that they are working with Xcel and USA for line extensions
- Water Report/Young Project – Congratulations on the report showing no violations/Utilities Superintendent Griffith stated that the City will receive \$.70 per cubic yard for hauled material and the staff is watching closely that they meet the terms set forth in the permit

Alderman Voorhies asked about work on the parkway. Utilities Superintendent Griffith responded that there has been some guard rail repair this week.

COUNCIL COMMENTS

Alderman Gaines thanked staff for all their efforts and hard work.

PUBLIC FORUM/AUDIENCE PARTICIPATION

Jack Hidahl, 206 E 6th, stated there is a 2-story garage at 217 E 1st High that is an example of demolition by neglect.

At 7:40 p.m., Mayor Engels adjourned the meeting.
The next Council meeting is scheduled for May 20, 2014 at 7:00 p.m.

Ronald E. Engels, Mayor

Reba Bechtel, City Clerk

**CITY OF CENTRAL
CITY COUNCIL MEETING
May 7, 2014**

CALL TO ORDER

A special meeting of the City Council for the City of Central was called to order by Mayor Engels at 6:00 p.m., in City Hall on Wednesday, May 7, 2014.

ROLL CALL

Present: Mayor Engels
Alderman Gaines
Alderman Spain
Alderman Voorhies

Absent: Alderman Heider

Staff Present: City Clerk Bechtel
Ron Miller, Miller Municipal Consultants

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.

EXECUTIVE SESSION

Alderman Gaines moved to go into Executive Session pursuant to C.R.S. 24-6-402(3.5) and 24-6-402(4)(f)(I) to convene executive session of the City Manager Search Committee, established by City Council on February 18, 2014 to review applicants for City Manager position with Mr. Ron Miller of Miller Municipal Consultants and to discuss next steps in City Manager application process. Alderman Spain seconded, and without discussion, the motion carried unanimously.

The next Council meeting is scheduled for May 20, 2014 at 7:00 p.m.

Ronald E. Engels, Mayor

Reba Bechtel, City Clerk



AGENDA ITEM #7

CITY COUNCIL COMMUNICATION FORM

FROM: Shannon Flowers, Finance Director
Shawn Griffith, Water/PW Superintendent

DATE: May 13, 2014

ITEM: Ordinance 14-02, An Ordinance Authorizing the City of Central to Enter into a Municipal Lease Purchase Agreement and Related Documentation with Daimler Truck Financial for the Lease and Purchase of 2015 Freightliner Snowplow and Related Equipment

NEXT STEP: Hold a public hearing on Ordinance 14-02 and make a motion to approve.

ORDINANCE
 MOTION
 INFORMATION

- I. **REQUEST OR ISSUE:** During the 2014 Budget process one of the capital items that City Council approved for budgeting was the lease/purchase of a new snowplow for the Public Works Department. Over the course of 2013, it became apparent that a new snow plow was needed in order to properly maintain the Parkway during the winter months. Therefore, City Council approved funds in 2014's Budget to obtain this equipment. Due to the fact that snowplows generally take several months to be delivered after an order has been placed, the 2015 Freightliner snowplow and equipment was ordered at the beginning of 2014. As the equipment is now nearing completion and delivery, it is appropriate to adopt the lease purchase agreement to complete the financing aspect of this purchase.

Although Council froze the purchase of even budgeted capital items during the 1st quarter of 2014 in order to maintain General Fund balances, this piece of equipment had already been ordered and could not therefore be cancelled.

The City has secured financing with Daimler Truck Financial for the purchase of the new snowplow. The total cost of the snowplow is \$172,903. Total financed principal amount is \$142,903 (total cost reduced by a \$30,000 down payment). The annual interest rate is 3.17 % with and the term of the financing is four (4) years. Total interest paid over the lease/purchase period is \$11,501.72. Each

annual payment will be \$36,601.18.

Although the 2014 Budget contemplates a three (3) year term and an initial down payment of \$40,000, the term has been extended to four (4) years and the down payment reduced to \$30,000. This has been done in order to keep the annual payment under \$45,000 and because the amount that the City received at auction for the old snowplow during the 4th quarter of 2013 was only \$34,500 (\$5,500 less than expected). This purchase adheres to the adopted funding allocations for vehicles and equipment in the Public Works Department under line item 01-431-7420 Lease Purchase Payments (budgeted amount of \$45,000). There will be an initial down payment made on the equipment in the amount of Thirty Thousand Dollars (\$30,000.00).

II. **RECOMMENDED ACTION / NEXT STEP:** Hold a public hearing on Ordinance 14-02 and make a motion to approve.

III. **FISCAL IMPACTS:** The total amount being financed for these vehicles is \$142,903. The total amount of interest to be paid over the term of the lease purchase is \$11,501.72 at an interest rate of 3.17%. Funding for this lease purchase will come out of the General Fund, Public Work Department under line item 01-431-7420 Lease Purchase Payments (budgeted amount of \$45,000).

Based on annual appropriation in the budget each of the four (4) payments will be \$38,601.18 annually.

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

V. **LEGAL ISSUES:** The City Attorney has reviewed the Lease Purchase Agreement and drafted Ordinance 14-02. There are no legal issues.

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

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

VII. **SUMMARY AND ALTERNATIVES:**

1. Make a motion approving Ordinance 14-02
2. Make a motion approving Ordinance 14-02 with revisions
3. Table this item

**STATE OF COLORADO
CITY OF CENTRAL
ORDINANCE NO. 14-02**

**AN ORDINANCE AUTHORIZING THE CITY OF CENTRAL TO
ENTER INTO A MASTER INSTALLMENT PURCHASE AGREEMENT
AND RELATED DOCUMENTATION WITH MERCEDES-BENZ
FINANCIAL SERVICES USA FOR THE PURCHASE OF ONE SNOW
PLOW VEHICLE FOR PUBLIC WORKS PURPOSES**

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

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

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

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

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

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

(a) The City of Central is the legal name of the Borrower as set forth in the Agreement and is a public body corporate and politic, duly organized and existing under the laws of the State of Colorado with: (i) the power to tax, (ii) the power of eminent domain, and (iii) police power. The City of Central does not do business under any other names.

(b) The acquisition of the Equipment, as defined in the Agreement, under the terms and conditions provided for in the Agreement, including the grant of any security interest in such Equipment as required by such Agreement, is necessary, convenient, in the furtherance of, and will at all times be used in connection with, the City of Central's governmental purposes and functions and are in the best interests of the City of Central, and no portion of the Equipment will be used directly or indirectly in any trade or

business carried on by any person other than a governmental unit of the state on a basis different from the general public.

(c) The meetings at which this ordinance was considered and the City Council took action to adopt were properly noticed and conducted as open meetings in accordance with Colorado law.

(d) There are no legal or governmental proceedings or litigation pending against the City of Central which might adversely affect the transactions contemplated in or the validity of the Agreement.

Section 2. The terms of said Agreement are in the best interests of the City for the purchase of the Equipment described therein.

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

Section 4. **Severability.** Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance, the intention being that the various sections and provisions are severable.

Section 5. **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 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 6th day of May, 2014, at City of Central, Colorado.

CITY OF CENTRAL, COLORADO

Ronald E. Engels, Mayor

Approved as to form:

Marcus McAskin, 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 20th day of May, 2014.

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 May 8, 2014.

POSTED AND PUBLISHED BY TITLE [AND SUMMARY IF AMENDED ON SECOND READING] in the Weekly Register Call newspaper on May 22, 2014.

CITY OF CENTRAL, COLORADO

Ronald E. Engels, Mayor

ATTEST:

Reba Bechtel City Clerk

Exhibit A
Agreement

MASTER LEASE PURCHASE AGREEMENT

This Master Lease Purchase Agreement dated as of May 20, 2014, and entered into between Mercedes-Benz Financial Services USA LLC, a Delaware limited liability company, and its successors, transferees and assigns ("Lender"), and City of Central, a body corporate and politic existing under the laws of the State of Colorado ("Lessee").

1. **Agreement.** Lessee agrees to finance from Lender certain "Equipment" as described in each Equipment Schedule (Exhibit A), which together with a Rent Payment Schedule (Exhibit A-1) constitute a "Schedule", subject to the terms and conditions of and for the purposes set forth in each Contract. Items of equipment may be added to the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein. Each Schedule and the terms and provisions of this Agreement (which includes all exhibits hereto, together with any amendments and modifications pursuant thereto) which are incorporated by reference into such Schedule shall constitute a separate and independent contract and installment purchase of the Equipment therein described and are referred to herein as a "Contract".

2. **Term.** The "Commencement Date" for each Contract is the date when interest commences to accrue under such Contract which date shall be the earlier of (i) the date on which the Equipment listed in such Contract is accepted by Lessee in the manner described in Section 11, or (ii) the date on which sufficient monies to purchase the Equipment listed in such Contract are deposited for that purpose with an escrow agent, or (iii) the date sufficient monies are set aside for acquisition of Equipment as evidenced in Exhibit D, if applicable. The "Contract Term" for each Contract means the Original Term and all Renewal Terms therein provided and for this Agreement means the period from the date hereof until this Agreement is terminated. The "Original Term" means the period from the Commencement Date for each Contract until the end of Lessee's fiscal year or biennium (as the case may be) (the "Fiscal Period") in effect at such Commencement Date. The "Renewal Term" for each Contract is each term having a duration that is coextensive with the Fiscal Period.

3. **Representations and Covenants of Lessee.** Lessee represents, covenants and warrants for the benefit of Lender on the date hereof and as of the Commencement Date of each Contract as follows: (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority under the constitution and laws of the state where the Lessee is located ("State") to enter into this Agreement and each Contract and the transactions contemplated hereby and to perform all of its obligations hereunder and under each Contract; (b) Lessee has duly authorized the execution and delivery of this Agreement and each Contract by proper action of its governing body at a meeting duly called and held in accordance with State law, or by other appropriate official approval, and all requirements have been met and procedures have occurred to ensure the validity and enforceability of this Agreement and each Contract; (c) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic; (d) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and each Contract and the acquisition by Lessee of the Equipment as provided in each Contract; (e) during the Contract Term, the Equipment will be used by Lessee solely and exclusively for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority; (f) Lessee will annually provide Lender with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Period, and such other financial information relating to the ability of Lessee to continue each Contract as may be requested by Lender; and (g) Lessee has an immediate need for the Equipment listed on each Schedule and expects to make immediate use of the Equipment listed on each Schedule.

4. **Tax and Arbitrage Representations.** Lessee hereby represents as follows: (a) the estimated total costs of the Equipment listed in each Schedule will not be less than the total principal portion of the Rent Payment listed in such Rent Payment Schedule; (b) the Equipment listed in each Schedule has been ordered or is expected to be ordered within 6 months of the Commencement Date, and all amounts deposited in escrow to pay for the Equipment, and interest earnings, will be expended on costs of the Equipment and the financing within 3 years of Commencement Date; (c) no proceeds of any Contract will be used to reimburse Lessee for expenditures made more than 60 days prior to the Commencement Date or, if earlier, more than 60 days prior to any official action taken to evidence an intent to finance; (d) Lessee has not created or established, and does not expect to create or

establish, any sinking fund or similar fund (s) that is reasonably expected to be used to pay the Rent Payment, or (ii) that may be used solely to prevent a default in the payment of the Rent Payment; (e) the Equipment listed in each Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in part, prior to the last maturity of Rent Payment; (f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended ("Code"), including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent Payments from gross income for purposes of federal income taxation; and (g) Lessee intends that each Contract not constitute a "true" lease for federal income tax purposes.

5. **Finance of Equipment.** Upon the execution of each Contract, Lender demises, finances, transfers, and lets to Lessee, and Lessee acquires, rents, finances and hires from Lender, the Equipment in accordance with the terms thereof. The Contract Term for each Contract may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Contract Term set forth in such Contract. At the end of the Original Term and at the end of each Renewal Term the Contract Term shall be automatically extended upon the successive appropriation by Lessee's governing body of amounts sufficient to pay Rent Payments and other amounts payable under the related Contract during the next succeeding Fiscal Period until all rent Payments payable under such Contract have been paid in full, unless Lessee shall have terminated such Contract pursuant to Section 7 or Section 22. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the rent Payments shall be as provided in the applicable Contract.

6. **Continuation of Contract Term.** Lessee currently intends, subject to Section 7, to continue the Contract Term of each Contract through the Original Term and all Renewal Terms and to pay the rent Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all rent Payments during the maximum Contract Term of each Contract can be obtained. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the rent Payments may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the applicable Schedule for any Renewal Term is within the discretion of the governing body of Lessee.

7. **Nonappropriation.** Lessee is obligated only to pay such Rent Payments under each Contract as may lawfully be made from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay rent Payments under any Contract following the then current Original Term or Renewal Term, such Contract or Contracts shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lender of such termination at least 30 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If any Contract is terminated in accordance with this Section, Lessee agrees to peaceably deliver the Equipment to Lender at the location(s) to be specified by Lender.

8. **Conditions to Lender's Performance.** This Agreement is not a commitment by Lender to enter into any Contract not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lender to enter into any proposed Contract, it being understood that whether Lender enters into any proposed Contract shall be a decision solely within Lender's discretion. Lessee will cooperate with Lender in Lender's review of any proposed Contract. Lessee understands that Lender requires certain documentation and information necessary to enter into any Contract and Lessee agrees to provide Lender with any documentation or information Lender may request in connection with Lender's review of any proposed Contract. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

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9. Rent Payments. Lessee shall promptly pay "rent Payments" as described in Exhibit A-1 to each Contract, exclusively from legally available funds, to Lender on the dates and in such amounts as provided in each Contract. Lessee shall pay Lender a charge on any Rent Payment not paid on the date such payment is due at the rate of 12% per annum or the maximum rate permitted by law, whichever is less, from such date until paid. Rent Payments consist of principal and interest portions. Lender and Lessee understand and intend that the obligation of Lessee to pay Rent Payments under each Contract shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein or in a Contract constitute a pledge of the general tax revenues, funds or monies of Lessee.

10. RENT PAYMENTS TO BE UNCONDITIONAL. EXCEPT AS PROVIDED IN SECTION 7, THE OBLIGATIONS OF LESSEE TO MAKE RENT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

11. Delivery; Installation; Acceptance. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Contract, and pay any and all delivery and installation costs in connection therewith. When the Equipment listed in any Contract has been delivered and acceptance tested, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lender an Acceptance Certificate (Exhibit B). Lender shall provide Lessee with quiet use and enjoyment of the Equipment during the Contract Term.

12. Location; Inspection. Once installed, no item of the Equipment will be moved from the location specified for it in the Contract on which such item is listed without Lender's consent, which consent shall not be unreasonably withheld. Lender shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

13. Use; Maintenance. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Contract. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair and working order.

14. Title. Upon acceptance of the Equipment under a Contract by Lessee, title to the Equipment shall vest in Lessee subject to Lender's rights under the Contract; provided that title shall thereafter immediately and without any action by Lessee vest in Lender, and Lessee shall immediately surrender possession of the Equipment to Lender, upon (a) any termination of the applicable Contract other than termination pursuant to Section 22 or (b) the occurrence of an Event of Default. Transfer of title to Lender pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lender may request to evidence such transfer.

15. Security Interest. To secure the payment of all of Lessee's obligations under each Contract, upon the execution of such Contract, Lessee grants to Lender a security interest constituting a first and exclusive lien on the Equipment applicable to such Contract and on all proceeds therefrom. Lessee agrees to execute such additional documents, in form satisfactory to Lender, which Lender deems necessary or appropriate to establish and maintain its security interest in the Equipment. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated.

16. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all levies, liens and encumbrances except those created by each Contract. The parties to this Agreement contemplate that the Equipment will be used for governmental or

proprietary purposes of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due.

17. Insurance. At its own expense, Lessee shall during each Contract Term maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lender, in an amount at least equal to the then applicable "Purchase Price" of the Equipment as described in Exhibit A-1 of each Contract; (b) liability insurance that protects Lessee from liability in all events in form and amount satisfactory to Lender; and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lender's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). Lessee shall furnish to Lender evidence of such insurance or self-insurance coverage throughout each Contract Term. Lessee shall not materially modify or cancel such insurance or self-insurance coverage without first giving written notice thereof to Lender at least 10 days in advance of such cancellation or modification. All such insurance described in clauses (a) and (b) above shall contain a provision naming Lender as a loss payee and additional insured.

18. Advances. In the event Lessee shall fail to keep the Equipment in good repair and working order, Lender may, but shall be under no obligation to, maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lender shall constitute additional rent for the then current Original Term or Renewal Term and Lessee agrees to pay such amounts so advanced by Lender with interest thereon from the advance date until paid at the rate of 12% per annum or the maximum rate permitted by law, whichever is less.

19. Damage, Destruction and Condemnation. If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lender will cause the Net Proceeds to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment to substantially the same condition as existed prior to the event causing such damage, destruction, or condemnation, unless Lessee shall have exercised its option to purchase the Equipment pursuant to Section 22. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of this Section, the term "Net Proceeds" shall mean (y) the amount of insurance proceeds received by Lessee for replacing, repairing, restoring, modifying, or improving damaged or destroyed Equipment, or (z) the amount remaining from the gross proceeds of any condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to herein, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pursuant to Section 22 purchase Lender's interest in the Equipment and in any other Equipment listed in the same Contract. The amount of the Net Proceeds, if any, remaining after completing such replacement, repair, restoration, modification or improvement or after purchasing Lender's interest in the Equipment and such other Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lender nor shall Lessee be entitled to any diminution of the amounts payable under Section 9.

20. DISCLAIMER OF WARRANTIES. LENDER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO WHETHER EXPRESS OR IMPLIED, AND LESSEE ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. IN NO EVENT SHALL LENDER BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM, PRODUCT OR SERVICE PROVIDED FOR IN ANY LEASE.

21. Vendor's Warranties. Lender hereby irrevocably appoints Lessee its agent and attorney-in-fact during each Contract Term, so long as Lessee

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shall not be in default under the related Contract, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lender may have against Vendor. The term "Vendor" means any supplier or manufacturer of the Equipment as well as the agents or dealers of the manufacturer or supplier from whom Lender purchased or is purchasing such Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against Lender. Any such matter shall not have any effect whatsoever on the rights or obligations of Lender with respect to any Contract, including the right to receive full and timely payments under a Contract. Lessee expressly acknowledges that Lender makes, and has made no representations or warranties whatsoever as to the existence or the availability of such warranties by Vendor of the Equipment.

22. Purchase Option. Lessee shall have the option to purchase Lender's interest in all of the Equipment listed in any Contract, upon giving written notice to Lender at least 60 days before the date of purchase, at the following times and upon the following terms: (a) on the Rent Payment dates specified in each Contract, upon payment in full of the Rent Payments then due under such Contract plus the then applicable Purchase Price as referenced in Exhibit A-1; or (b) in the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Contract, on the day specified in Lessee's notice to Lender of its exercise of the purchase option upon payment in full to Lender of the Rent Payments then due under such Contract plus the then applicable Purchase Price plus accrued interest from the immediately preceding Rent Payment date to such purchase date.

23. Assignment. Lender's right, title and interest in and to each Contract, including Rent Payments and any other amounts payable by Lessee thereunder and all proceeds therefrom, may be assigned and reassigned to one or more assignees or sub assignees by Lender without the necessity of obtaining the consent of Lessee. During the term of this Agreement, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. For this purpose, Lessee appoints Lender to act as its registration agent, which appointment Lender hereby accepts. Lender agrees on Lessee's behalf to maintain such record of all assignments. Lessee agrees to execute all documents that may be reasonably requested by Lender or any assignee to protect its interests and property assigned pursuant to this Section. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lender or Vendor. Assignments may include without limitation assignment of all of Lender's security interest in and to the Equipment listed in a particular Contract and all rights in, to and under the Contract related to such Equipment. Lessee hereby agrees that Lender may, without notice to Lessee, sell, dispose of, or assign this Agreement or any particular Contract or Contracts through a pool, trust, limited partnership, or other similar entity, whereby one or more interests are created in this Agreement or in a Contract or Contracts, or in the Equipment listed in or the Rent Payments under a particular Contract or Contracts.

None of Lessee's right, title and interest in, to and under any Contract or any portion of the Equipment listed in each Contract may be assigned, subleased, or encumbered by Lessee for any reason without obtaining prior written consent of Lender.

24. Events of Default. Any of the following events shall constitute an "Event of Default" under a Contract: (a) failure by Lessee to pay any Rent Payment or other payment required to be paid under a Contract at the time specified therein; (b) failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lender; (c) any statement, representation or warranty made by Lessee in or pursuant to any Contract shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made; or (d) Lessee institutes any proceedings under any bankruptcy, insolvency, reorganization or similar law or a receiver or similar official is appointed for Lessee or any of its property.

25. Remedies on Default. Whenever any Event of Default exists, Lender shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps: (a) by written notice to Lessee, Lender may declare all Rent Payments payable by Lessee pursuant to such Contract and other amounts payable by Lessee under such Contract to the end of the then current Original Term or Renewal Term to be immediately due and payable; (b) with or without terminating the

Contract Term under such Contract, Lender may enter the premises where the Equipment listed in such Contract is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lender at such place within the United States as Lender shall specify, and sell or finance such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between (is) the Rent Payments payable by Lessee pursuant to such Contract and other amounts related to such Contract of the Equipment listed therein that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lender in exercising its remedies under such Contract, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 7 hereof. The exercise of any such remedies in respect of any such Event of Default shall not relieve Lessee of any other liabilities under any other Contract or the Equipment listed therein; and (c) Lender may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Contract or as a secured party in any or all of the Equipment. Any net proceeds from the exercise of any remedy under a Contract (after deducting all costs and expenses referenced in the Section) shall be applied as follows: (is) if such remedy is exercised solely with respect to a single Contract, Equipment listed in such Contract or rights thereunder, then to amounts due pursuant to such Contract and other amounts related to such Contract or such Equipment; or (ii) if such remedy is exercised with respect to more than one Contract, Equipment listed in more than one Contract or rights under more than one Contract, then to amounts due pursuant to such Contracts pro-rata.

26. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lender is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under a Contract now or hereafter existing at law or in equity.

27. Notices. All notices or other communications under any Contract shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties hereto at the addresses listed below (or at such other address as either party hereto shall designate in writing to the other for notices to such party), or to any assignee at its address as it appears on the registration books maintained by Lessee.

28. Release and Indemnification. To the extent permitted by State law, and subject to Section 7, Lessee shall indemnify, release, protect, hold harmless, save and keep harmless Lender from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, attorney's fees and expenses, penalties connected therewith imposed on interest received) arising out of or as result of (a) entering into any Contract, (b) the ownership of any item of Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant or any material representation contained in a Contract. The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under all Contracts or the termination of the Contract Term under all Contracts for any reason.

29. Miscellaneous Provisions. Each Contract shall inure to the benefit of and shall be binding upon Lender and Lessee and their respective successors and assigns. References herein to "Lender" shall be deemed to include each of its assignees and subsequent assignees from and after the effective date of each assignment as permitted by Section 23. In the event any provision of any Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof. Each Contract may be amended by mutual written consent of Lender and Lessee. Each Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The captions or headings in this Agreement and in each Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement or any Contract. This Agreement and each Contract shall be governed by and construed in accordance with the laws of the State.

30. Waiver of Jury Trial. Lessee expressly waives any and all right to a jury trial in any dispute regarding or arising out of this Agreement.

IN WITNESS WHEREOF, Lender and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

(LENDER)
Mercedes-Benz Financial Services USA LLC
155 E. Broad Street
Columbus, OH 43215

(LESSEE)
City of Central
141 Nevada Street
Central City, CO 80427

(ATTEST)

By X _____
Name _____
Title _____

By X _____
Name _____
Title _____

By X _____
Name _____
Title _____

EXHIBIT A

SCHEDULE OF PROPERTY 181463000

RE: MASTER LEASE PURCHASE AGREEMENT entered into as of May 20, 2014 ("Agreement"), between MERCEDES-BENZ FINANCIAL SERVICES USA LLC, and its successors, transferees and assigns ("Lender") and City of Central ("Lessee"). All terms used and not otherwise defined herein have the meanings ascribed to them in the Agreement.

The following items of Equipment are hereby included under this Schedule to the Agreement.

Ninety five percent of the financing costs are being used to acquire assets that will be capitalized.

DESCRIPTION OF EQUIPMENT			
Quantity	Description	Model No.	Serial No.
SEE ATTACHED EXHIBIT 1- EQUIPMENT DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.			

The Installment Payments shall be made for the Equipment as follows:

RENT PAYMENT SCHEDULE

Due Date	Payment Amount	Interest	Principal	Purchase Price
SEE ATTACHED EXHIBIT A-1 - RENT PAYMENT SCHEDULE ATTACHED HERETO AND MADE A PART HEREOF.				

COMMENCEMENT DATE: Date of funding, as confirmed by notice from Lender to Lessee upon delivery of Equipment.

Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the Commencement Date of Rent Payments under this Schedule. The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

Lessee hereby represents that the aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the calendar year in which the Schedule is executed is not reasonably expected to exceed \$10,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of tax-exempt obligations (including the Schedule but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which this Schedule is executed without first obtaining an opinion of nationally recognized counsel acceptable to Lender that the designation of the Schedule as a "qualified tax-exempt obligation" will not be adversely affected. The aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued or to be issued by Lessee and all subordinate entities thereof during the calendar year in which this Schedule is executed is not reasonably expected to exceed \$5,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$5,000,000 of tax-exempt obligations (including the Schedule but excluding private activity bonds) during the calendar year in which this Schedule is executed without first obtaining an opinion of nationally recognized counsel acceptable to Lender that the excludability of the interest under the Schedule from gross income for federal income tax purposes will not be adversely affected.

Dated: May 6, 2014

Lessee: City of Central

Lender: MERCEDES-BENZ FINANCIAL SERVICES USA LLC

By X _____
 Name _____
 Title _____

By _____
 Name _____
 Title _____

EXHIBIT 1

DESCRIPTION OF EQUIPMENT

Quantity	Description	Model No.	Serial No.
1	2015 Freightliner 108SD		1FVDG5CY4FHGC2836

City of Central
181463000

EXHIBIT A-1

RENT PAYMENT SCHEDULE

Payment No.	Due Date	Payment Amount	Interest	Principal	Purchase Price
1	5/22/2015	38,601.18	4,530.02	34,071.16	112,096.80
2	5/22/2016	38,601.18	3,449.97	35,151.21	75,891.05
3	5/22/2017	38,601.18	2,335.67	36,265.51	38,537.57
4	5/22/2018	38,601.18	1,186.06	37,415.12	0.00

EXHIBIT B

PLEASE COMPLETE EITHER FINAL OR PARTIAL ACCEPTANCE, AS RELEVANT

FINAL ACCEPTANCE CERTIFICATE

Re: Schedule of Property No. 181463000, dated May 22, 2014 to Master Lease Purchase Agreement, dated as of May 22, 2014 between MERCEDES-BENZ FINANCIAL SERVICES USA LLC, and its successors, transferees and assigns, as Lender, and City of Central, as Lessee.

In accordance with the Master Lease Purchase Agreement No. (the "Agreement"), the undersigned Borrower hereby certifies and represents to, and agrees with Lender as follows:

- (1) All of the Equipment (as such term is defined in the Agreement) listed in the above-referenced Schedule of Property (the "Schedule") has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by Section 17 of the Agreement.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

LESSEE
City of Central

By **X**: _____

Title: _____

Acceptance Date: _____

EXHIBIT C

(To be put on Attorney's Letterhead)

MERCEDES-BENZ FINANCIAL SERVICES USA LLC
155 E. Broad Street
Columbus, OH 43215

Re: Schedule of Property No. 181463000, dated May 22, 2014 to Master Lease Purchase Agreement dated as of May 22, 2014 between MERCEDES-BENZ FINANCIAL SERVICES USA LLC, and its successors, transferees and assigns, as Lender, and City of Central, as Lessee.

Ladies and Gentlemen:

As legal counsel to City of Central, (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Lease Purchase Agreement, dated as of May 22, 2014, and Exhibits thereto by and between MERCEDES-BENZ FINANCIAL SERVICES USA LLC, and its successors, transferees and assigns (the "Lender") and Lessee, (the "Agreement") and an executed counterpart of Schedule of Property No. 181463000, dated May 22, 2014 by and between Lender and Lessee (the "Schedule"), which, among other things, provides for the financing of certain property listed in the Schedule (the "Equipment"), (b) an executed counterpart of Ordinance No. 14-__ of Lessee which, among other things, authorize Lessee to execute the Agreement and the Schedule and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinion. The Schedule and the terms and provisions of the Agreement incorporated therein by reference together with the Rent Payment Schedule attached to the Schedule are herein referred to collectively as the "Contract".

The opinions stated herein are given in our limited capacity as legal counsel to the Lessee for general matters. Whenever our opinion with respect to the existence or absence of facts is indicated to be based on our knowledge, it shall mean that during the course of our representation as described above no information has come to our attention which has given us actual knowledge of the existence or absence of such facts. We have not undertaken any independent investigation to determine the existence or absence of such facts, nor have we undertaken any such investigation with respect to facts certified by anyone, and no inference as to our knowledge of the existence or absence of such facts may be drawn from our representation of the Lessee. In rendering this opinion, we have assumed without inquiry:

- (a) The authenticity of all documents submitted to us as copies of the originals, and the conformity of such copies to the originals as they are finally executed and delivered by Lessee and Lender;
- (b) That the Contract has been or will be duly authorized, executed and delivered by Lender;
- (c) That the Contract constitutes valid, legal and binding obligations of Lender enforceable against Lender in accordance with its terms; and
- (d) That the Contract accurately describes and contains the mutual understandings of the parties, and that there are not oral or written statements or agreements that modify, amend or vary, or purport to modify, amend or vary, any of the terms thereof.

Based on the foregoing, I am of the following opinion:

- (1) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State of Colorado, or has a substantial amount of one the following sovereign powers: (i) the power to tax, (ii) the power of eminent domain, or (iii) police power;
- (2) The name of the Lessee contained in the Contract is the correct legal name of the Lessee;
- (3) Lessee has the requisite power and authority to acquire and finance the Equipment and to execute and deliver the Contract and to perform its obligations under the Contract;
- (4) The Contract has been duly authorized, approved, executed, and delivered by and on behalf of Lessee and the Contract is a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, subject to (i) all applicable bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium and other similar laws; (ii) the qualification that certain obligations, waivers, restrictions and remedies provided for in this Contract,

including without limitation certain indemnification obligations, may be wholly or partially unenforceable under Colorado law, including without limitation the Taxpayer's Bill of Rights, Section 20 of Article X of the Colorado Constitution; and (iii) general principles of equity.

- (5) The authorization, approval, execution, and delivery of the Contract and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state laws; and
- (6) To the best of my knowledge, there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Contract or the security interest of Lender or its assigns, as the case may be, in the Equipment thereunder.

All of the opinions set forth above are also subject to the following qualifications, limitations and exceptions:

- (a) The opinions expressed herein are limited to matters governed by the laws of the State of Colorado. No opinion is expressed regarding the laws of any other jurisdiction.
- (b) The opinions expressed herein are based upon the law in effect on the date hereof, and we assume no obligation to revise or supplement them if the law is changed by legislative action, judicial decision or otherwise.

All capitalized terms herein shall have the same meanings as in the Contract unless otherwise provided herein. Only the Lender, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rent Payments, are entitled to rely on this opinion. This opinion is not to be quoted in whole or in part or otherwise referred to (except in a list of closing documents), nor is it to be delivered to any other person (except as a part of a closing book memorializing the closing on the Agreement) without our prior written consent. We express no opinion as to any matter not set forth in the numbered paragraphs herein.

Our firm represents only the Lessee; delivery of this letter does not establish an attorney-client relationship with any other party. We expressly undertake no responsibility or duty to inform any party, whether addressees hereof or not, as to any change in fact, circumstance or law occurring after the date hereof which may affect or alter any of the opinions, statements or information set forth above.

Very truly yours,

Widner Michow & Cox LLP

cc: Ronald E. Engels, Mayor
Shannon Flowers, Finance Director

EXHIBIT D

ACCEPTANCE OF RENT PAYMENT OBLIGATION

Re: Schedule of Property No. 181463000, dated May 6, 2014 to Master Lease Purchase Agreement, dated as of May 6, 2014 between MERCEDES-BENZ FINANCIAL SERVICES USA LLC, and its successors, transferees and assigns, as Lender, and City of Central, as Lessee.

In accordance with the Master Lease Purchase Agreement. (the "Agreement"), the undersigned hereby acknowledges and represents that:

All or a portion of the Equipment (as such term is defined in the Agreement) listed in the above-referenced Schedule of Property (the "Schedule") has not been delivered, installed, or available for use and has not been placed in service as of the date hereof;

Lessee acknowledges that Lender has agreed to set aside funds in an amount sufficient to provide financing (to the extent requested by Lessee and agreed to by Lender) for the Equipment listed in the Schedule (the "Financed Amount");

The Financed Amount is set forth as the "Principal Component" of Rent Payments in the Installment Payment Schedule attached to the Schedule as Exhibit A-1 ("Exhibit A-1"); and

Lessee agrees to execute a Payment Request Form, attached to the Agreement as Exhibit B, authorizing payment of the Financed Amount, or a portion thereof, for each disbursement of funds.

NOTWITHSTANDING that all or a portion of the Equipment has not been delivered to, or accepted by, Borrower on the date hereof, Lessee warrants that:

(a) Lessee's obligation to commence Rent Payments as set forth in Exhibit A-1 is absolute and unconditional as of the Commencement Date of the Schedule and on each date set forth in Exhibit A-1 thereafter, subject to the terms and conditions of the Agreement;

(b) Immediately upon delivery and acceptance of all the Equipment, Lessee will notify Lender of Lessee's final acceptance of the Equipment by delivering to Lender a "Final Acceptance Certificate" in the form set forth as Exhibit B to the Agreement;

(c) In the event that any surplus amount remains from the funds set aside or an event of nonappropriation under the Agreement occurs, any amount then remaining shall be applied or distributed in accordance with Lender's standard servicing procedures, which includes, but is not limited to, application of the remaining amount to the next Rent Payment and other amounts due; and

(d) Regardless of whether Lessee delivers a Final Acceptance Certificate, Lessee shall be obligated to pay all Rent Payments (including principal and interest) as they become due as set forth in Exhibit A-1.

AGREED TO on May 6, 2014

City of Central

By X _____

Title _____

INSURANCE COVERAGE REQUIREMENTS

LENDER: MERCEDES-BENZ FINANCIAL SERVICES USA LLC, and its successors, transferees and assigns
LESSEE: City of Central

1. In accordance with Section 17 of the Agreement, we have instructed the insurance agent named below:
(Please fill in name, address and telephone number).

Telephone: () _____
Fax: () _____
To issue: () _____

a. All Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming MERCEDES-BENZ FINANCIAL SERVICES USA LLC and/or its successors, transferees and assigns, as loss payee.

Coverage Required: Full Replacement Value

b. Public Liability Insurance evidenced by a Certificate of Insurance naming MERCEDES-BENZ FINANCIAL SERVICES USA LLC and/or its successors, transferees and assigns as Additional Insured.

Minimum Coverage Required:
\$500,000.00 per person; \$500,000.00 aggregate bodily injury liability; \$100,000.00 property damage liability

OR

2. Pursuant to Section 17 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.

Proof of insurance coverage will be provided prior to the time the Equipment is delivered to us.

PAYMENT INSTRUCTIONS

Pursuant to the Master Lease Purchase Agreement No181463000, dated May 6, 2014 (the "Agreement"), Schedule of Property No. 181463000, dated May 6, 2014, between MERCEDES-BENZ FINANCIAL SERVICES USA LLC, and its successors, transferees and assigns (the "Lender") and City of Central (the "Lessee"), Lessee hereby acknowledges the obligations to make Rent Payments promptly when due, in accordance with Exhibit A-1 to the Agreement.

LESSEE NAME: City of Central TAX ID#: 84-6000572

INVOICE MAILING ADDRESS: _____

Mail invoices to the attention of: _____ Phone () _____ Fax () _____

Approval of Invoices required by: _____ Phone () _____ Fax () _____

Accounts Payable Contact: _____ Phone () _____ Fax () _____

Processing time for Invoices: _____ Approval: _____ Checks: _____

Do you have a Purchase Order Number that you would like included on the invoice? No _____ Yes _____ PO# _____

Do your Purchase order numbers change annually? No _____ Yes _____ Processing time for new purchase orders: _____

LESSEE: City of Central

By X: _____

Title: _____

Date: _____

CERTIFICATE OF SIGNATURE AUTHORITY OF BORROWER

May 6, 2014

MERCEDES-BENZ FINANCIAL SERVICES USA LLC
155 E. Broad Street
Columbus, OH 43215

RE: Master Lease Purchase Agreement dated May 6, 2014 (the "Agreement"), by and between the City of Central ("Lessee") and MERCEDES-BENZ FINANCIAL SERVICES USA LLC, ("Lender").

Dear MERCEDES-BENZ FINANCIAL SERVICES USA LLC,

(i) I do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the City of Central, a body corporate and politic duly organized and existing under the laws of the state of Colorado, that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (a) the signatures set opposite their respective names and titles are their true and authentic signatures, and (b) such officers are the duly authorized persons or have the authority on behalf of such entity to enter into that certain Agreement between such entity and Lender is duly authorized to execute Acceptance Certificates, Disbursement Requests, and other documents relating to the Agreement.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(ii) that the budget year of Lessee is from _____ to _____.

IN WITNESS WHEREOF, I have duly executed this Certificate and affixed the seal of the City of Central hereto this ___ day of _____, 2014.

[SEAL]

(Secretary/Clerk)

(someone other than the person signing the documents)

[TO BE TYPED ON LESSEE'S LETTERHEAD]

May 6, 2014

MERCEDES-BENZ FINANCIAL SERVICES USA LLC
155 E. Broad Street
Columbus, OH 43215

Re: Schedule of Property No. 181463000, dated May 6, 2014, to Master Lease Purchase Agreement dated as of May 6, 2014 between MERCEDES-BENZ FINANCIAL SERVICES USA LLC as lender, and City of Central, as Lessee - Essential Use of Equipment.

Gentlemen:

This letter is to confirm and affirm that the personal property (the "Equipment") subject to the above-referenced Agreement is essential to the governmental functions of Lessee.

The Equipment will be used by Lessee for the purpose of performing one or more of Lessee's governmental functions consistent with the permissible scope of Lessee's authority and not in any trade or business carried on by any person other than Lessee.

Very truly yours,

City of Central

DAIMLER

Mercedes-Benz Financial Services

Date of Quote: March 25, 2014

Central City

Mercedes-Benz Financial Services USA LLC ("MBFS") is pleased to offer the following pricing quotes to finance the acquisition of various vehicles as described below:

Lessee: Central City
 Issue Type: Tax-exempt Installment financing of the following equipment, subject to annual appropriation.

ITEM	DESCRIPTION OF EQUIPMENT	No of Units	COST
Equipment	2015 FTL 108SD 4x4 DUMP, PLOW and SANDER	1	\$172,903.00
Equipment			
Equipment			
Equipment			
Other Equipment			
Down Payment			(\$30,000.00)
Amount to Finance:			TOTAL AMOUNT FINANCED: \$142,903.00

OPTION 1	
Term	4
Periodicity	AARR
Rate	3.17%
Payment	\$38,601.18

OPTION 2	
Term	4
Periodicity	SAARR
Rate	3.17%
Payment	\$19,160.31

OPTION 3	
Term	
Periodicity	
Rate	
Payment	

OPTION 4	
Term	
Periodicity	
Rate	
Payment	

OPTION 5	
Term	
Periodicity	
Rate	
Payment	

OPTION 6	
Term	
Periodicity	
Rate	
Payment	

Interest Rate Expires: April 24, 2014

The quoted Interest Rate assumes the Borrower designates the lease as "Bank-Qualified" pursuant to Section 265(b) of the IRS Code.

Subject to credit qualification and based on the terms described above, MBFS is quoting the Interest Rates as shown in the tables provided above. This quote and the Interest Rates stated herein expires as of the Date shown on this pricing quote and shall have no effect on any prior documentation signed by the parties. This pricing quote is not a commitment and is subject to credit approval by MBFS; credit qualification based on the terms of the transaction; verification of eligibility for tax-exempt financing; and mutually agreeable documentation executed and submitted to MBFS for funding. Any subsequent pricing quote, Commitment Letter or documentation executed by the parties will supersede and replace this pricing quote.

No changes in federal or applicable state or local tax law, regulations, case law, rulings, or other interpretations by the Internal Revenue Service that would affect any Federal, State or Local tax benefits are assumed in determining the above Quotes.

LEGAL OPINION: The Lessee's Counsel shall furnish MBFS an opinion covering this transaction and the documents used herein. This Opinion shall be in a form and substance satisfactory to MBFS.

Sincerely,
 Mercedes-Benz Financial Services
 Diana Gilbertson

MBFS
 Reference: P



AGENDA ITEM # 8

CITY COUNCIL COMMUNICATION FORM

FROM: Shannon Flowers, Finance Director

DATE: May 15, 2014

ITEM: Resolution 14-08 A Resolution of the City Council of the City of Central, Colorado Approving a Short Term Loan with the Cultural Economic Development Association (CEDA)

NEXT STEP: Make a motion to approve Resolution 14-08 A Resolution of the City Council of the City of Central, Colorado Approving a Short Term Loan with the Cultural Economic Development Association (CEDA)

ORDINANCE
 MOTION
 INFORMATION

- I. **REQUEST OR ISSUE** At the April 1, 2014 Council meeting, the Cultural Economic Development Association (CEDA) requested funding in support of the Central City Jazz Arts Festival scheduled to take place August 8-10. City council approved funding CEDA in the amount of \$7,000 as a short term loan that is to be repaid to the City within three months of the event. This date is November 10, 2014. During the council discussion, a private property owner also volunteered to contribute \$5,000 in support of the Festival.

Based on Council's approval of the short term loan in the amount of \$7,000, a check was issued to CEDA in the amount of \$12,000 (for both the City's support and the private contribution) on April 4, 2014. A check in the amount of \$5,000 from the private contributor has been received by the City.

In order to formalize the short term loan aspect of the City's funding support, it is necessary for the City Council to enter into the Short Term Loan Agreement with CEDA as presented in Resolution 14-08. CEDA is required to pay back the \$7,000 no later than November 10, 2014. No interest is being charged on the amount loaned.

- II. **RECOMMENDED ACTION / NEXT STEP:** Make a motion to approve Resolution 14-08

- III. **FISCAL IMPACTS:** The City issued a check in the amount of \$12,000; \$5,000 for the private contribution and \$7,000 for the City's loaned portion. The City's portion was coded out of line item 01-413-5990 Council Discretionary. When CEDA repays the loan the amount will be credited against the same and there will be no net effect on the City's annual financials.
- IV. **BACKGROUND INFORMATION:** Please see attached Resolution 14-08 and Short Term Loan Agreement.
- V. **LEGAL ISSUES:**
- VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** None
- VII. **SUMMARY AND ALTERNATIVES:**
1. Make a motion to approve Resolution 14-08
 2. Make a motion to approve Resolution 14-08 as amended.
 3. Table

**CITY OF CENTRAL, COLORADO
RESOLUTION NO. 14-08**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL,
COLORADO APPROVING A SHORT TERM LOAN TO THE CULTURAL
ECONOMIC DEVELOPMENT ASSOCIATION (CEDA)**

WHEREAS, the City Council of the City of Central supports the economic development activities of the Cultural Economic Development Association referred hereafter as "CEDA" and

WHEREAS, the City Council of the City of Central, Colorado, wishes to support CEDA in its efforts to organize and promote the Central City Jazz Arts Festival; and

WHEREAS, CEDA requested financial support that was necessary to continue the planning and execution of the Jazz Arts Festival for 2014 in the amount of \$12,000 at the April 1, 2014 Council meeting; and

WHEREAS, a private property owner volunteered to donate \$5,000 in support of the Jazz Arts Festival; and

WHEREAS, the City Council approved funding CEDA's request in the amount of \$7,000 as a short term loan to be repaid to no later than November 10, 2014 with no interest;

WHEREAS, a check in the amount of \$12,000 for both the City and property owner amounts, was issued to CEDA on April 4, 2014;

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

Section 1. The City Council hereby formally approves the short term loan to CEDA and the attached short term loan agreement, and authorizes the Mayor to execute said agreement, as provided in the attached **Exhibit A**.

Section 2. **Effective Date.** This Resolution shall take effect upon its approval by the City Council.

ADOPTED THIS 20th day of May 2014.

CITY OF CENTRAL, COLORADO

By: _____
Ronald E. Engels, Mayor

ATTEST:

By: _____
Reba Bechtel, City Clerk

EXHIBIT A
SHORT TERM LOAN AGREEMENT
CULTURAL ECONOMIC DEVELOPEMMENT ASSOCIATION (CEDA)

SHORT TERM LOAN AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2014, by and between **THE CULTURAL ECONOMIC DEVELOPMENT ASSOCIATION**, an organization created to support the economic development of the City of Central, hereinafter referred to as "CEDA", and the **CITY OF CENTRAL**, a home rule municipal corporation of the State of Colorado, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, CEDA is in the process of planning and promoting the Central City Jazz Arts Festival scheduled to take place August 8-10, 2014; and

WHEREAS, CEDA requested financial support from the City of Central toward these efforts; and

WHEREAS, the City Council approved funding support in the amount of Seven Thousand Dollars (\$7,000); and

WHEREAS, the City Council approved this funding as a short term loan to be paid back within three months of the event; and

NOW THEREFORE, in consideration of the fact that the City issued a check to CEDA for the purposes stated above, in order to formalize the short term loan the City and CEDA agree as follows:

I. PAYMENTS

A. The City of Central has issued to CEDA a check in the amount of Twelve Thousand Dollars (\$12,000), which includes a Five Thousand Dollar (\$5,000) contribution from a private property owner and the City's financial support in the amount of Seven Thousand Dollars (\$7,000) as approved at the April 1, 2014 Council meeting.

B. CEDA shall repay to the City of Central the amount of Seven Thousand Dollars (\$7,000) no later than November 10, 2014. No interest will be charged on the amount loaned.

C. In the event of CEDA's breach of this Agreement, all amounts owing shall be due and payable immediately and such amount shall accrue interest at an amount equal to 18% per annum until paid in full. In such event, the City shall be entitled to and may invoke one or more of the following remedies following the City's mailing of a letter demanding payment in full to CEDA:

1. No further events and/or promotions of CEDA will be approved and/or required permits and licensing issued by the City until such time that the amount has been repaid.

ATTEST:

By: _____
Reba Bechtel, City Clerk



AGENDA ITEM # 9

CITY COUNCIL COMMUNICATION FORM

FROM: Robert Fejeran, City Planner/HPO

DATE: May 20, 2014

ITEM: Resolution No. 14-09: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF COLORADO, FOR AND ON BEHALF OF THE COLLEGE OF ARCHITECTURE AND PLANNING, CENTER OF PRESERVATION RESEARCH (COPR) FOR SERVICES RELATED TO THE HISTORICAL SURVEY UPDATE PROJECT

ORDINANCE
 MOTION (TO APPROVE RESOLUTION)
 INFORMATION

- I. **REQUEST OR ISSUE:** The City of Central was awarded a grant to resurvey historic properties within the City's historic district boundaries. The last survey for the Central City district was conducted over three phases between 1998 and 2003. The survey update will evaluate how the district has changed since the previous historic resources survey.
- The presentation of the results in a digital format will more effectively support the implementation of the community's historic preservation ordinance and guide future preservation and planning efforts. The survey update results will be in a database to reflected changes within the district. Additionally the information in the database can also be used to update History Colorado's COMPASS database. This will include adding contributing/non-contributing status for the district resources which is currently missing for most of the district. The updated survey information will also be incorporated into Central City's GIS system, allowing for greatly enhanced management of the district.
- II. **RECOMMENDED ACTION / NEXT STEP:** Approve Resolution No. 14-09 following discussion at the May 20, 2014 regular meeting.
- III. **FISCAL IMPACTS:** None.
- IV. **LEGAL ISSUES:** N/A.
- V. **CONFLICTS OR ENVIRONMENTAL ISSUES:** N/A
- VI. **SUMMARY AND ALTERNATIVES:** City Council has the following options:

- (1) Adopt Resolution No. 14-09, as presented;
- (2) Direct staff to make revisions to the Resolution and schedule consideration of the Resolution on a future City Council agenda; or
- (3) Reject or deny the resolution.

Attachments

PROPOSED MOTION (for approval):

I MOVE TO APPROVE RESOLUTION NO. 14-09, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF COLORADO, FOR AND ON BEHALF OF THE COLLEGE OF ARCHITECTURE AND PLANNING, CENTER OF PRESERVATION RESEARCH (COPR) FOR SERVICES RELATED TO THE HISTORICAL SURVEY UPDATE PROJECT

PROPOSED MOTION (for denial):

I MOVE TO DENY RESOLUTION NO. 14-09, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF COLORADO, FOR AND ON BEHALF OF THE COLLEGE OF ARCHITECTURE AND PLANNING, CENTER OF PRESERVATION RESEARCH (COPR) FOR SERVICES RELATED TO THE HISTORICAL SURVEY UPDATE PROJECT for the following reason(s): _____

_____ (Council member making motion to supply reason(s) for denial).

**CITY OF CENTRAL, COLORADO
RESOLUTION NO. 14-09**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL,
COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT
WITH THE REGENTS OF THE UNIVERSITY OF COLORADO, FOR AND ON
BEHALF OF THE COLLEGE OF ARCHITECTURE AND PLANNING, CENTER OF
PRESERVATION RESEARCH (COPR) FOR SERVICES RELATED TO THE
HISTORICAL SURVEY UPDATE PROJECT**

WHEREAS, the City of Central is authorized to enter into contracts for lawful purposes for the protection of the health, safety, and welfare; and

WHEREAS, the City of Central has been awarded a grant from the Colorado State Historical Society ("History Colorado") to fund a resurvey of properties within boundaries of the National Historic Landmark district; grant # CO-14-014; and

WHEREAS, the resurvey of historic properties is scheduled to commence in 2014 and is designated as the Central City Historical Survey Updated Project (the "Project"); and

WHEREAS, the City Council of the City of Central, Colorado, desires and intends to contract with the Center of Preservation Research (COPR) to provide professional services for the Project; and

WHEREAS, COPR represents that it is qualified to perform the services requested by the City, and as more particularly set forth and described in that certain proposal dated November 6, 2013, a copy of which is incorporated into the Professional Services Agreement by and between the City and COPR, a copy of which is attached to this Resolution as **Exhibit A**; and

WHEREAS, the services to be provided by COPR will be funded through the History Colorado grant referenced above.

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

Section 1. The City Council hereby ratifies the Mayor's signature on the grant agreement by and between the City and History Colorado (grant #CO-14-014).

Section 2. The City Council hereby approves the Professional Services Agreement by and between the City and COPR, in substantially the form attached hereto as **Exhibit A**, and authorizes the Mayor to execute said agreement.

Section 3. **Effective Date.** This Resolution shall take effect upon its approval by the City Council.

ADOPTED THIS 20th DAY OF MAY, 2014.

CITY OF CENTRAL, COLORADO

By: _____
Ronald E. Engels, Mayor

ATTEST:

APPROVED TO FORM:

By: _____
Reba Bechtel, City Clerk

By: _____
Marcus A. McAskin, City Attorney

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
COPR
HISTORICAL SURVEY UPDATE PROJECT

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is entered into by and between **City of Central**, a home rule municipality of the State of Colorado having an address of P.O. Box 249, Central City, Colorado 80427 (“**CCC**”) and the **Regents of the University of Colorado**, a body corporate, for and on behalf of the **College of Architecture and Planning, Center of Preservation Research** (“**COPR**”).

WHEREAS, **CCC** desires and intends to contract with **COPR** to provide professional services for **CCC** for the Central City Historical Survey Update (**PROJECT**).

WHEREAS, **CCC** and **COPR** intend to remain in a contractual relationship for the period described in SECTION II herein, so long as funding is available to both **CCC** and **COPR** for this purpose.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, **CCC**, and **COPR** agree as follows.

I. SERVICES

COPR shall provide the following services to **CCC** as detailed in **Exhibit A- Scope of Services**:

- All services set forth in that certain Proposal for Central City Survey Update dated November 6, 2013, a copy of which is attached to this Agreement as **Exhibit A** and incorporated herein by reference.

II. TERM

This Agreement is effective as of the date of mutual execution and terminates on August 1, 2015 (the “Initial Term”). This Agreement may be extended beyond the Initial Term by the written mutual agreement of both parties.

III. COMPENSATION

For the services provided hereunder, **CCC** will pay **COPR** the fixed price sum of \$19,569.00, for services set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

IV. PAYMENT

COPR shall submit an invoice to **CCC** based on the following payment schedule:

June 1, 2014 (at project start)	\$4,892.00
October 1, 2014	\$4,892.00
February 1, 2015	\$4,892.00
May 31, 2015 (or at project end)	\$4,893.00

Invoices will be sent to the following:

City of Central
Attn: Robert Fejeran, Historic Preservation Officer
P.O. Box 249
Central City, CO 80427

Payments, identifying a **COPR** invoice number, will be sent within 30 days of invoice to:

University of Colorado Denver
ATTN: Danielle Brunner
Campus Box 126
P.O. Box 173364
Denver CO 80217-3364

COPR understands and acknowledges that CCC has secured a State Historical Society grant award to fund the Services identified in **Exhibit A**. CCC's payments to COPR may be delayed beyond the 30 day timeframe set forth in this Section IV due to the delay in CCC's receipt of grant funds from the State.

V. OWNERSHIP

Intellectual Property shall mean individually and collectively all ideas, concepts, designs, methods, inventions, modifications, improvements, new uses, and discoveries which are conceived and/or made in the performance of the responsibilities stated under this Agreement solely by one or more of **CCC** and/or **COPR** whether or not patentable. All rights and title to Intellectual Property arising out of the Agreement shall be determined according to U.S. Patent Law and/or any applicable state laws as well as University of Colorado laws and policies. All software and **COPR** website content, excluding **CCC** and other sites data shall remain the sole property of **COPR**.

VI. NOTICE

All notices required by this Agreement shall be by written instrument executed by the parties hereto and shall be directed to the following individuals:

For **COPR**:

Original to: Danielle Brunner
Campus Box 126
PO Box 173364
Denver CO 80217-3364
Danielle.brunner@ucdenver.edu
303-315-0102

Copy to:
Ekaterini Vlahos Stathopoulos
Campus Box 126
PO Box 173364
Denver CO 80217-3364
Kat.Vlahos@ucdenver.edu
303-556-6502

For CCC:

Robert Fejeran
City Planner / HPO
P.O. Box 249, 141 Nevada Street
Central City, CO 80427
303-582-5251 x207
planner@CITYOFCENTRAL.co

VII. LIABILITY AND INSURANCE

a. Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent allowed by law.

b. It is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this Agreement will be construed as: an express or implied waiver by the CCC or COPR of their respective governmental immunity or of the governmental immunity of the State of Colorado; an express or implied acceptance by COPR or CCC of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq.; a pledge of the full faith and credit of a debtor contract; or, as the assumption by the COPR of a debt, contract, or liability of the contractor in violation of Article XI, Section 1 of the Constitution of Colorado.

c. No liability hereunder shall result to a party by reason of delay in performance caused by force majeure that is circumstances beyond the reasonable control of the party, including, without limitation, acts of God, fire, flood, war, civil unrest, or shortage of or inability to obtain material and equipment.

VIII. TERMINATION

Either CCC or COPR may terminate this Agreement at any time by giving the other party written notice of not less than sixty (60) days. In the event of termination, payments will be made to COPR for all work performed up to the date of termination and all non-cancelable obligations incurred in accordance with this Agreement. Payment shall be due within thirty (30) days of termination for this Agreement. Notwithstanding the foregoing, COPR reserves the right to terminate this Agreement, with no further obligation to provide services, upon nonpayment by CCC of unpaid amounts owed to COPR under Article IV of this Agreement. CCC's payment obligations for services previously rendered by COPR shall survive the termination of this Agreement.

IX. MISCELLANEOUS

a. Any amendments hereto shall be in writing and signed by CCC and COPR.

b. The Parties understand and acknowledge that the CCC is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the CCC are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the

City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the CCC payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of City of Central, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

c. COPR shall provide four (4) hard copies of all final reports or materials to History Colorado, 1200 Broadway, Denver, Colorado 80203. In addition, one (1) .pdf copy of all final reports or materials shall be provided to History Colorado at the following email address: dan.corson@state.co.us; or at such other email address(es) as may be directed by CUSTOMER / CLIENT.

d. All final reports or materials shall include VERBATIM the language set forth in Paragraph 21 of CCC's grant agreement with History Colorado, being the following:

(1) The activity that is the subject of this material has been financed in part with Federal Funds from the National Historic Preservation Act, administered by the National Park Service, U.S. Department of the Interior for History Colorado. However, the contents and opinions do not necessarily reflect the views or policies of the U.S. Department of the Interior or History Colorado, nor does the mention of trade names or commercial products constitute an endorsement or recommendation by the Department of the Interior or History Colorado.

(2) This program receives funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally-assisted programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, U.S. Department of the Interior, National Park Service, 1849 C Street, N.W., Washington D.C. 20240.

e. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, COPR and CCC specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

Regents of the University of Colorado, a body corporate, for and on behalf of the University of Colorado College of Architecture and Planning

**Client/Customer
CITY OF CENTRAL, a home rule municipality of the State of Colorado**

By: _____

By: _____

Name: Shaun P. McMullin

Name: Ron Engels

Title: Deputy Controller

Title: Mayor

Date: _____

Date: _____

Federal I.D. Number: 84-6000555

ACKNOWLEDGED AND AGREED BY:

College of Architecture and Planning

By: _____

Name: Ekaterini Vlahos Stathopoulos

Title: Director, Center of Preservation Research

Date: _____

ATTACH EXHIBIT A
NOVEMBER 6, 2013 PROPOSAL

CoPR • Center of Preservation Research
College of Architecture and Planning
University of Colorado Denver
1250 14th Street, Suite 300
p 303.315.5871 • f 303.315.5872
www.ucdenver.edu/preservation

NOVEMBER 6, 2013

-  PROPOSAL FOR CENTRAL CITY SURVEY UPDATE
-  ABOUT THE CENTER OF PRESERVATION RESEARCH (CoPR)
-  CoPR FACULTY AND STAFF

PROPOSAL FOR CENTRAL CITY SURVEY UPDATE

The Central City-Black Hawk Historic District was designated a National Historic Landmark in 1961 and listed on the National Register of Historic Places in 1966. The nomination was updated and the boundaries expanded in 1991. According to the 1991 nomination there are a total of 294 contributing resources within the Central City portion of the district (47 commercial buildings, 17 community buildings, 213 domestic buildings, 7 industrial buildings, and 10 sites and objects). The nomination also recorded 27 non-contributing resources.

The survey update will evaluate how the district has changed since the previous historic resources survey. The presentation of the results in a digital format will more effectively support the implementation of the community's historic preservation ordinance and guide future preservation and planning efforts. The survey update results will be presented in a searchable database. This will be a very useful tool for management of the resources within the district, creating quick access to resource information. Central City will also be able to update the database to reflected changes within the district. Additionally the information in the database can also be used to update History Colorado's COMPASS database. This will include adding contributing/non-contributing status for the district resources which is currently missing for most of the district. The updated survey information will also be incorporated into Central City's GIS system, allowing for greatly enhanced management of the district.

CoPR proposes the following scope of work:

- Production of a database of all resources (contributing and non-contributing) within the district
 - o Proposed database fields:
 - Current building photograph
 - Site number
 - Address
 - Parcel number
 - Construction Date
 - Original Use
 - Present Use
 - Exterior Wall Material
 - Roof Type

- Number of stories
- Architectural style or type
- Condition
- Integrity
- Applicable areas of Significance
- Previous district status
- Current recommended district status
- Additional notes
- o The database will be set up at the beginning of the project and will incorporate information from previous survey forms, converting key resource information into a more easily searchable digital format. Setting up the database first also has several other advantages:
 - To clearly show what information may be missing from previous surveys
 - To save time in the field since the surveyor will only need to check the accuracy of previous survey info and then record missing info and building changes rather than starting from scratch
 - Will allow the surveyor to easily track what may have changed between the last survey and the new survey (such as changes in use or integrity)
- o The database will be set up to produce forms with the above information fields for each resource that can be printed and submitted to OAHF for entry into COMPASS.
- A field survey of the 294 contributing and 27 non-contributing Central City resources in the district. This survey will build on previous survey efforts-previous survey information will be entered into the survey database before the field survey begins. The survey will include:
 - o Photographing all resources
 - o Checking previous survey information for accuracy
 - o Recording additional visual information not included on previous forms as appropriate
 - o Evaluating the current condition and integrity of the resources
- Add selected survey information to Central City's GIS system
 - o Central City will provide the base GIS data
 - o The consultant will add survey information fields such as construction date, original use, present use, integrity, and district status to the GIS system
- A survey report summarizing the results of the survey update. The survey report will include:
 - o Analysis of changes to historic resources since the last survey

- o An overview of the current condition of the surveyed properties including identifying any significant condition concerns
- o Identification of issues for concern such as vacancy, unsympathetic alterations, and/or deferred maintenance
- o An overview of the integrity of the surveyed properties including identifying any that have lost integrity since the previous survey
- o Recommendations for changes in contributing/non-contributing determinations
- o Recommendations for future work including:
 - Additional survey
 - Design guidelines or guideline updates
 - Additional research needed
 - Property owner/public outreach

Project Deliverables:

- Re-survey of the 294 contributing and 27 non-contributing Central City resources in the district presented in a database format. A current photograph will be included for each resource.
- Printed forms (produced from the database) for each of the surveyed resources.
- Historic property information added to Central City's GIS system
- Survey report

Project Staff: Abbey Christman, Survey Coordinator, will be the lead on the project. Abbey has extensive experience with survey and documentation in Colorado, having completed hundreds of intensive-level survey forms and more than twenty National Register nominations. She will supervise graduate students who will assist with the database and mapping.

Budget

Survey Coordinator	\$10,100.00
Survey planning and organization (including meetings, reviewing previous surveys and research, supervising students)	85 hours
Field Survey	120 hours
Work with survey assistants to design database and GIS layers. Review products.	58 hours
Survey report	66 hours
Survey Assistant- Historic Preservation	\$3,111.00
Set up database and forms, enter information from previous surveys and resurvey into database, produce forms from database	220 hours
Survey Assistant- GIS	\$2,121.00
Coordinate with Central City to get base GIS data and add layers with historic property information from survey	150 hours
CoPR Director	\$512.00
Supervise project, manage financials, and review products	8 hours
Travel	\$570.00
15 roundtrips between Denver and Central City @ \$.50 per mile	
Misc. survey supplies and printing	\$100.00
Overhead and Project Administration	\$3,055.00
Total project cost	\$19,569.00

CoPR • Center of Preservation Research

CoPR is a research based partner committed to excellence in scholarship and stewardship. Our work products and methods reflect an ethic that demands we be both flexible with regard to unexpected and emerging conditions and that our efforts exceed expectations.

The Center of Preservation Research (CoPR) is an interdisciplinary and collaborative organization within the College of Architecture and Planning at the University of Colorado Denver. Faculty and students investigate and participate in the documentation, analysis, and preservation of built environments, cultural landscapes, cultural heritage, and natural landscapes. CoPR emphasizes the value of the history of built environments as a resource for shaping the future, and seeks to engage a wide constituency to enhance the understanding and appreciation of culture through the investigation of material heritage.

By contributing to the development of curricula for the College of Architecture and Planning and the documentation and dissemination of new developments in historic preservation through education, publication and symposiums, CoPR has situated itself at the leading edge of scholarship, technologies and, theoretical and applied research. Recently, CoPR has implemented LiDAR (Light Detection and Ranging) scanning technologies to generate highly detailed 3D models in order to document, analyze, and preserve rural historic sites and large cultural landscapes in Colorado and Wyoming.

Additionally, the College of Architecture and Planning expanded its commitment to furthering education in historic preservation by announcing its new Master of Science in Historic Preservation (MSHP). The program seeks to provide training for graduate students in this forward-looking, design-based field and provide cultural continuity while seeking sustainable and creative solutions for our cultural resources and the built environment.

Why CoPR?

The mission of UCD's College of Architecture and Planning (CAP) and the Center of Preservation Research (CoPR) is: To help students prepare for engaging, productive careers in the design, planning, and preservation professions. CoPR (UCD-CAP) has initiated a variety of preservation projects and has successfully incorporated these projects into the Center and the Master of Science in Historic Preservation (MSHP) curriculum through internships, coursework and experiential learning.

CoPR(UCD-CAP) and the MSHP program believe real-world survey and documentation projects are absolutely invaluable and irreplaceable learning tools. Students learn the requisite skills of the preservation profession and benefit from the rigors and realities of applied research in a team environment.

Additionally, it is important that partnerships, fieldwork and internship opportunities be established for Colorado's first master's program in historic preservation. The partnerships with CoPR are critical in order to produce future highly qualified preservation professionals who will be ready to join the workforce upon graduation and benefit communities throughout the state.

CoPR/CAP Faculty and Staff:



*Ekaterini Vlahos - CoPR Director
M Arch, Associate Professor*

Ekaterini "Kat" Vlahos is the director of the Center of Preservation Research. Kat is a licensed architect and an Associate Professor of Architecture at the University of Colorado. Her research focuses on the documentation, analysis and preservation of rural cultural landscapes. A native Coloradoan, Kat's insight comes from personal experience and family ties to ranching in northwestern Colorado. Her research addresses patterns of landscape modification, urban sprawl and the loss of cultural resources by studying how ranching landscapes are altered, ranches change ownership, and the ranching culture evolves--and, in many cases disappears. Her research explores the study of vernacular architecture and "working" cultural landscapes in an effort to develop sustainable principles for current and future development.



*Christopher Koziol Ph.D., AIA, AICP, LEED AP
Associate Professor of Architecture, Director MSHP*

Christopher Koziol is a licensed architect and certified planner. He joined the faculty of the University of Colorado's Department of Architecture as an Associate Professor in fall 2007, where he specializes in issues related to existing buildings and sites; and public policies impacting the use of these historic resources. He is currently responsible for initiating a new Master of Science

in Historic Preservation (MSHP) degree program. Chris's recent research has focused on developing a critical perspective on the social construction of historic preservation, using this lens to understand and improve the preservation decision process. This interest has led him to pursue funded research on specific topics ranging from technical studies into material properties to issues of public participation in conservation treatment planning.



*Ann Komara
MLA, M Arch History, Associate Professor,
Chair, Department of Landscape Architecture*

Ann Komara, an Associate Professor of Landscape Architecture, is a licensed landscape architect as well as a landscape historian. Her work on cultural landscapes addresses the theoretical and experiential aspects of landscape reception, landscape design as a cultural product reflecting specific material and building practices, and issues of preservation for modern landscapes. A founding member of CoPR, she is a member of DOCOMOMO, the Society of Architectural Historians, and the Council of Educators in Landscape Architecture. Of note, she has received a Graham Foundation Award and a Dumbarton Oaks Summer Fellowship for her research and publications on the Parc des Buttes Chaumont (Paris, 1867). As the Principal Investigator for two Colorado State Historical Fund Grants, she led a team of students to produce the first Historic American Landscapes Survey (HALS) in the state of Colorado which documented Lawrence Halprin's Skyline Park.



*Michael L. Nulty, March, LEED A.P.
Documentation Coordinator*

As CoPR's Technical Coordinator, Michael manages the Center's state-of-the-art digital technology, including interactive website construction, SketchUp 3-D site maps, virtual tours, and other similar tools. His private sector work has involved historic and adaptive reuse projects, most recently LoDo's historic Saddlery Building and Washington Park's International School Lofts. Michael's research interests lie in examining how the applications of digital technology can enhance our understanding, appreciation, and investigation of historic cultural landscapes.



*Abigail Christman
Survey Coordinator*

Abigail Christman, Survey Coordinator, has more than ten years of experience in cultural resource management for non-profits and consulting companies, including Section 106 consultation, reconnaissance and intensive-level surveys, National Register nominations, HABS/HAER documentation, and interpretation. Abigail's area of expertise is the survey and evaluation of 19th and 20th century vernacular architecture. Her recent focus has been on documenting Colorado's agricultural history from abandoned homesteads to working farms and ranches. Projects in Colorado have included a survey of New Deal Era resources in Eastern Colorado, producing a documentary on Colorado's historic schools, working with ranchers to record homesteads in the Purgatoire River Region, and countywide surveys of Baca and Phillips Counties. Education, outreach, and partnership building have been key components of these projects. She is currently a lecturer in the College of Architecture and Planning, teaching a graduate class on the survey and evaluation of historic properties.



*Melanie Short, RA, LEED AP
Assessment Coordinator*

Melanie Short, Assessment Coordinator, has over 13 years of experience in the assessment and preservation of historic structures. A licensed architect in Colorado and a LEED Accredited Professional, Melanie's passion and expertise lie in historic preservation. That passion is fueled by the belief that all historic buildings are inherently sustainable. Melanie strives to maintain the historic integrity of all buildings by unearthing the full history of the building, its environment, and its former occupants. Her experience ranges from public, educational, religious, and housing facilities and includes historic assessments and accessibility surveys. With a private architecture firm for over 13 years, Melanie has almost exclusively worked on preservation projects, including assessment, master planning, and all aspects of design, project management and construction administration. She is currently a lecturer in the College of Architecture and Planning, teaching a graduate class in Building Conservation and Assessment. Melanie also serves on the Colorado State Historic Preservation Review board, which reviews property nominations to the National Register of Historic Places.

DATE: May 2, 2014
TO: Mayor & Council
FROM: Shannon Flowers, Finance Director/Treasurer

- Continued preparation of Annual Financial Statements
- Meetings with City Council and staff
- Worked with Finance Clerk on training for cash flow spreadsheet and check listing
- Began CIRSA WC and PC Insurance Renewal Applications for 2015
- Completed April Bank reconciliation
- Updated check listing and cash flow report for Council packet
- Worked with John Deere Financing on Lease for Front End Loader
- Drafter Short Term Loan Agreement with CEDA and prepared Resolution and CCF on Same
- Worked with PW/Water Superintendent on Quarterly Filing for FEMA Grant
- Processed New Hire Paperwork
- Prepared and sent out Bank Confirmations and Attorney Letters for audit
- Continued to work with Evergreen National Bank to begin processing on Short Term Loan issuance
- 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 Court
- Amount collected for retail marijuana sales tax through April 2014 \$22,087.87

To: Mayor Engels, and City Council

From: Reba Bechtel, City Clerk

Date: May 20, 2014

Re: Bi-weekly Report

- Council minutes and packet prep.
- Temporary Modification of premises for Century Casino to allow an outdoor bar during CCA events processed and issued.
- Assisted consultant on code questions for pending developer.
- Ongoing coordination with consultant for Manager hiring process events.
- Packet Prep and attended Planning Commission meeting and work session regarding Comp Plan.
- Packet prep/minutes and attended HPC meeting.
- Attended PUD meeting for IHC with staff.
- Registered Council for CML conference.
- Worked with PW staff on event coordination.

To: Mayor Engels, and City Council
From: Shawn Griffith, Utilities Superintendent
Date: May 20, 2014
Re: Bi-weekly Report

- The Quartz Hill Project is moving ahead on time The air monitor reports that the City has received show *"All sample concentrations are well below regulatory limits and reporting thresholds."* (as quoted by the air monitoring firm). They test for arsenic, cadmium and lead. Work was temporarily suspended on Monday and Tuesday because of the heavy snows and excessively muddy conditions.
- Staff met with George Vasholtz on Wed the 14th to discuss to the Iron Horse PUD submittal. It was deemed not complete and the timeline for staff review has not commenced. However Staff is working through many of the difficulties to keep the submittal moving.
- The City wide trash pickup went occurred this past week with PW folks conducting the home pickups. The City had three dumpsters brought in and placed at the drop off site. City staff was available on Saturday for loading the material that was brought by City residents.
- The Water Department was working at Chase Dam this week, trying to correct/implement some dewatering suggestions put forth by the Department of Natural Resources. A plan will be designed with the DNR and W2 Engineering on the 29th.
- Spring runoff is just beginning to show up at the Water Plant. Staff will be busy monitoring/adjusting the treatment techniques to accommodate the fluctuating water quality.
- Attended the regular HPC meeting.
- Attended the County Broadband meeting.