

CITY OF CENTRAL, COLORADO
NOTICE OF A REGULAR MEETING of the CITY COUNCIL to be held on
Tuesday, May 6, 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 April 17, 24, & May 1; and
City Council minutes: April 15 and 23, 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.

LIQUOR LICENSE AUTHORITY –

7. New application for Tavern License for Charles Odiorne Gaming, LLC dba Blu and Charlie's (Bechtel)

ACTION ITEMS: NEW BUSINESS –

8. 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)

9. Proposal for Planning and Architectural Services for work on the Comprehensive Plan with Fentress Architects (Fejeran)

10. 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. (Griffith)

REPORTS –

11. Staff updates –

COUNCIL COMMENTS - limited to 5 minutes each member.

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

ADJOURN. Next Council meeting May 20, 2014.

Posted 5/2/14

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
DEBIT CREDIT CARD PURCHASES**

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
<i>No debit card purchases during period</i>			
TOTAL for Debit Cards			-
3/7/2014	OCPO	Water Dept Testing	60.00
3/13/2014	Walmart	PD Tire Gauges	32.57
3/14/2014	Whippletree Restaurant	Lunch for PD/FD Chiefs LEPC Mtg	31.38
3/17/2014	Southwest	PD Chief Conference Airfare	425.00
3/17/2014	FBI National Academy	PD Chief Conference Registration	450.00
3/17/2014	Ponderosa Carwash	PD Car Wash	9.00
3/17/2014	Safeway	Water Dept Supplies	36.75
3/19/2014	Forestry Suppliers	Fire Dept Supplies	692.26
3/19/2014	Summit Sign	PW Uniform Coat	101.69
3/27/2014	Ponderosa Carwash	PD Car Wash	9.00
3/27/2014	Denver Electric Motor	Water Dept Motor	541.75
4/2/2014	Ponderosa Carwash	PD Car Wash	9.00
4/4/2014	Chief Supply	FD Supplies	64.49
4/4/2014	Finance Charges	Finance Charges	141.50
Total for Credit Cards			2,604.39
Total for All Cards			2,604.39

CASH FLOW
CHECK LISTING

Inv Date	Inv #	Ck. Date	CK#	Vendor	Description	Amount	Mail Date
3/31/14	7300018914	4/17/14	128078	DPC	Chlorine	24.00	
4/9/14	40914	4/17/14	128079	Barbara Thielemann	HPC Attendance	50.00	
1/29/14	5751160237	4/17/14	128080	Clear Creek Supply	PW Supplies	82.92	
3/21/14	72530303	4/17/14	128081	GCR Truck Tire Center	Flat Tire Repair	222.50	
4/11/14	625042	4/17/14	128082	Medved	Repair Tahoe	542.31	
4/9/14	282841	4/17/14	128083	Napa Auto Parts	Auto Parts	31.44	
4/10/14	981821	4/17/14	128084	Office Stuff Inc	Memory Card	41.98	
4/2/14	040214H	4/17/14	128085	Xcel	Electricity	8,017.13	
4/7/14	C176303	4/17/14	128086	HD Supply Waterworks	Hydrant Parts	2,211.98	
4/7/14	40714	4/17/14	128087	Century Link	Telephone line	210.30	clrd
3/28/14	9401603791	4/17/14	128088	Grainger	Equipment Parts	312.09	
4/17/14	41714	4/17/14	128089	CACP	Membership for Kreile	150.00	
4/11/14	140401	4/17/14	128090	Gilpin Historical Society	Employee at Wash Hall	1,679.34	
4/11/14	9199	4/17/14	128091	Deere & Ault	Water Accounting and Engineering	16,175.40	
4/3/14	40414	4/17/14	128093	Sprint	Fax Long Distance	24.29	
4/1/14	11186810	4/17/14	128094	Stanley Security	City Hall Monitoring	447.30	
3/31/14	9917290508	4/17/14	128095	Airgas USA	Oxygen and Nitrogen	47.87	
4/10/14	4658	4/17/14	128096	Ausmus	Prosecution for April	600.00	
3/28/14	9722165710	4/17/14	128097	Verizon Wireless	Cell Phone Services	1,386.69	
4/9/14	40914	4/17/14	128098	Alexander Thome	HPC Attendance	50.00	
4/9/14	40914	4/17/14	128099	Deborah Wray	HPC Attendance	50.00	
3/24/14	2915	4/17/14	128100	Finish Line Systems	Meter for KOA	1,928.13	
4/15/14	CC14102	4/17/14	128101	Robison Advertising	Event Rack Cards	1,185.00	
3/31/14	35934	4/17/14	128102	Pro Com	PreEmployment Testing	68.00	
3/28/14	14546	4/17/14	128103	Kristina Consulting Group	Drug Testing for Employees	120.00	
3/24/14	49853	4/17/14	128104	JVA Inc.	General Engineering/Retaining Wall	320.00	
4/9/14	40914	4/17/14	128105	Margaret Grant	HPC Attendance	50.00	
4/4/14	40414	4/17/14	128106	Cardmember Services	See Detail	2,604.39	
4/9/14	40914	4/17/14	128107	Gina Fuerst	HPC Attendance	50.00	
4/1/14	1780035	4/17/14	128108	Western Paper Distributors	Mop	42.90	
4/9/14	40914	4/17/14	128109	Richard Willett	HPC Attendance	50.00	
4/6/14	40990539	4/17/14	128110	De Lage Landen	Photocopier Leases	369.97	
4/14/14	41414	4/17/14	128111	Michael Garren	Return Bond	99.00	
4/14/14	41414	4/17/14	128112	Brock Morsch	Return of Bond Fine	47.00	
4/10/14	3384174	4/17/14	128113	Myfleetcenter.com	Oil Change for PD	43.34	
4/21/14	42114	4/21/14	128114	Petty Cash	Quit Claim, PW Supplies, PD Blankets	244.66	void
4/21/14	42114	4/21/14	128115	Petty Cash	Quit Claim, PW Supplies, PD Blankets	244.66	clrd
		4/25/14	128116	ICMA-401	Retirement Contributions	1,698.33	
		4/25/14	128117	ICMA-457	Retirement Contributions	1,962.74	
		4/25/14	128118	ICMA-IRA	Retirement Contributions	381.00	
4/2/14	1094	4/29/14	128119	CO Dept of Agriculture	Radar Tuning	60.00	
4/18/14	11888	4/29/14	128120	Canyon Glass and Gutters	Windshiled	178.00	

CASH FLOW
CHECK LISTING

4/17/14	W14160	4/29/14	128121	CIRSA	WC Deductible	187.22
4/16/14	5751165195	4/29/14	128122	Clear Creek Supply	Battery	3.99
4/28/14	Jan-14	4/29/14	128123	CO State Treasurer	SUTA 1st Qtr 2013	1,266.13
4/21/14	485220141	4/29/14	128124	Gilpin County Sheriff's Office	Dispatch Services	7,500.00
4/28/14	May-14	4/29/14	128125	Gilpin Ambulance Authority	Ambulance Services	13,631.25
4/16/14	41614	4/29/14	128126	MCI	Toll Free Telephone	28.65
4/17/14	982421	4/29/14	128127	Office Stuff Inc	Office Supplies	50.73
4/20/14	60714	4/29/14	128128	Postmaster	Mailing	220.00
4/23/14	42314	4/29/14	128129	Xcel	Electricity	88.03
4/16/14	41614	4/29/14	128130	Century Link	Telephone and Fax Lines	655.16
4/16/14	CC032714	4/29/14	128131	Weekly Register Call	Publications	300.00
4/17/14	41714	4/29/14	128132	Stephen Williamson	Water Legal Counsel	16,395.85
4/22/14	42214	4/29/14	128133	Walmart Business	Finance Charges	30.99
4/21/14	May-14	4/29/14	128134	Vision Service Plan	Visions Insurance Premiums	306.82
4/16/14	5712	4/29/14	128135	Colorado Code Consulting	825 Vernon Elevator Inspection	1,000.00
2/28/14	2.1350B	4/29/14	128136	Widner Michow	Legal Counsel	3,095.45
4/9/14	9602	4/29/14	128137	Allen Technology	PW Computer	826.80
4/11/14	D707991405	4/29/14	128138	YESCO	Sign Maintenance	80.00
4/28/14	42790	4/29/14	128139	One Way	Residential Trash Pick Up	4,746.15
4/28/14	123003	4/29/14	128140	Air-O-Pure	Restroom Sanitation	190.00
4/18/14	240099A	4/29/14	128141	Central Parts Warehouse	Headlight	292.88
4/16/14	9723617475	4/29/14	128142	Verizon Wireless	Water General Internet	85.28
5/1/14	50114	4/29/14	128143	USA Communications	Internet for PW and City Hall	610.89
4/7/14	D448448	4/29/14	128144	Accutest Mountain States	Water Testing	165.00
4/14/14	41996	4/29/14	128145	Peak Performance Imaging	Metered Copies	171.56
4/21/14	11942029	4/29/14	128146	Integra Telecom	Phone Service	742.97
4/20/14	500674622	4/29/14	128147	Modular Space Corp.	PW Office	136.60
4/15/14	305	4/29/14	128148	Sandstone Entertainment	Summer Entertainment Booking 1/2 down	22,450.00
4/7/14	13044	4/29/14	128149	Telrecco	Computers for PD Cars	9,720.00
4/21/14	May-14	4/29/14	128150	Liberty National	Supplemental Insurance Premiums	44.15
4/23/14	42314	4/29/14	128151	JKQ BBQ and Smokehouse	Interview and Meet and Greet Food	1,123.50
4/6/14	40988960	4/29/14	128152	DeLage Landen	PD Copier Lease	165.54
4/28/14	42814	4/29/14	128153	Kenneth Fiorillo	Water Pymtn Refund	420.00
4/23/14	2350	4/29/14	128154	Colorado Coach Transportation	Shuttle Service for May	35,929.62
4/18/14	May-14	4/29/14	128155	Assurant Benefits	Dental Insurance	1,398.91
Total Issued:						176,218.48
Outstanding through ENB						59.00
Outstanding through COB						167,861.12
Approved & Sent Checks:						8,053.70
Clrd & Pending Approval:						454.96
Voided Checks:						244.66
Total Pending Approval 5/6/14						167,920.12

**CITY OF CENTRAL
CITY COUNCIL MEETING
April 15, 2014**

CALL TO ORDER

A regular 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 April 15, 2014.

ROLL CALL

Present: Mayor Engels
Alderman Gaines
Alderman Heider
Alderman Spain
Alderman Voorhies (arrived 6:45 p.m.)

Absent: None

Staff Present: City Clerk Bechtel
Attorney McAskin
Finance Director Flowers
Utilities Superintendent Griffith
Police Chief Krelle
Fire Chief Allen

EXECUTIVE SESSION

Alderman Spain 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 Gaines seconded, and without discussion, the motion carried unanimously.

Mayor Engels reconvened regular session at 7:20 p.m.

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 4 and 10, 2014; and the City Council minutes for the meeting on April 1, 2014. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

PUBLIC FORUM/AUDIENCE PARTICIPATION

No one requested time to address the Council.

ACTION ITEMS: NEW BUSINESS

Approval for a Proposal for Planning and Architectural Services for work on the Comprehensive Plan with Fentress Architects

Planner Fejeran was not present so Alderman Gaines moved to table this request to the May 6th meeting. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

Review of Parking Design Options

Utilities Superintendent Griffith gave a brief review of the surface parking construction options as shown in the packet without the cost of the land included:

- Alternative No.1 with 76 stalls is accessible from Gregory needing only backfill, compaction, and paving for \$425,560 or \$5,600 per stall.
- Alternative No. 2 with 59 stalls is accessible from Lawrence will require a 20ft retaining wall for a cost of \$748,785 or \$12,700 per stall.
- Alternative No. 3 with 36 stalls is accessible from Gregory will require a retaining wall and removal of a house for \$728,845 or \$20,245 per stall.

Alderman Gaines stated that though we do need additional parking, it is not in the 2014 Budget and would suggest that we revisit funding for parking in the 2015 Budget. Mayor Engels noted that including the price for land would increase the cost significantly for Alternative No. 1 with some increase on each Alternative. Council consensus is to look at funding with the 2015 Budget.

Mayor Engels thanked Utilities Superintendent Griffith and JVA for providing additional options for parking.

STAFF UPDATES

Attorney McAskin explained the need for a property ownership correction that has been brought to our attention by property owner Jerry Moran of Ireland's Gold, Inc. The County records incorrectly show the City as the owner based on an Order for Immediate Possession dated March 5, 2001 and recorded on April 13, 2001 in Book 717, Page 149 in the real property records of the Clerk and Recorder of Gilpin County, Colorado. This case was ultimately dismissed by the Gilpin County District Court by Order dated November 8, 2002 and no portion of IGI's real property was acquired by, or transferred to, the City. The City will need to execute and record a Quit Claim Deed in the County records to clarify that the City is not a record owner of any of the property that was described in the 2001 IP Order.

Alderman Gaines moved to approve the Mayor to execute and sign a Quick Claim Deed since the City never took the property and has no legal interest in the property. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

COUNCIL COMMENTS

Alderman Gaines congratulated Fire Chief Allen for the award of a Thermal Imaging Camera valued at \$12,000 given to three small fire departments with limited budgets-Oklahoma, Illinois and Central City. This camera will provide additional safety as it allows crews to see through dense smoke for any heat source including human.

Alderman Voorhies asked if the work on the Quartz Hill project will uncover the train depot. Utilities Superintendent Griffith stated that the archeologist on site estimates that they are on top of the depot but that they will not go deep enough to uncover it. They will stop and document any artifacts that are uncovered on the site.

PUBLIC FORUM/AUDIENCE PARTICIPATION

Joe Behm, CCBID Director, thanked Alderman Gaines for her comments at the recent 1-70 Coalition meeting regarding the Twin Tunnel project. CDOT has now placed signs stating that Exit 243 is open.

At 7:49 p.m., Mayor Engels adjourned the meeting.
The next Council meeting is scheduled for May 6, 2014 at 7:00 p.m.

Ronald E. Engels, Mayor

Reba Bechtel, City Clerk

**CITY OF CENTRAL
CITY COUNCIL MEETING
April 23, 2014**

CALL TO ORDER

A special meeting of the City Council for the City of Central was called to order by Mayor Engels at 9:32 a.m., in City Hall on April 23, 2014.

ROLL CALL

Present: Mayor Engels
Alderman Gaines
Alderman Heider
Alderman Spain
Alderman Voorhies

Absent: None

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 Spain 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 conduct interviews of five (5) semifinalist candidates for City Manager position with Ron Miller. Alderman Gaines seconded, and without discussion, the motion carried unanimously.

The next Council meeting is scheduled for May 6, 2014 at 7:00 p.m.

Ronald E. Engels, Mayor

Reba Bechtel, City Clerk

OPENING REMARKS
(New Licenses)

This hearing will come to order.

This is a public hearing before the City Council of the City of Central, acting as the Local Licensing Authority of the City of Central, concerning the application of **Charles Odiorne Gaming, LLC dba Blu and Charlie's for a Tavern Liquor License** to be located at 118 Main Street, in Central City. The hearing will be conducted pursuant to the laws of the State of Colorado and the Central City Municipal Code.

The purpose of this hearing is to receive evidence from interested parties in order to enable this Authority to determine whether the application should be approved or denied. The primary issues in this regard are: (1) whether the requirements of the neighborhood pertinent to the application are being met by existing licensees and whether the inhabitants of that neighborhood desire to have the proposed outlet; and (2) the other important issue is the character and general suitability of the applicant to hold a liquor license. The applicant will be expected to present evidence bearing upon all of these issues. Before this hearing commenced, the Authority determined that the neighborhood pertinent to this application would be all of the area within the City limits. Those persons who will be entitled to present evidence at this hearing must qualify under State law as interested parties. These

persons are defined as: the applicant; any adult resident of the neighborhood; and the owner or manager of any business located in the neighborhood. For the record, the Authority acknowledges that there is not a school within this area and therefore, no testimony is needed on the school's behalf. Also, let the record reflect that the Authority has not in the past required that the applicant petition the neighborhood as to need.

The order for this hearing will be as follows. After I have completed these opening remarks, the Clerk will give her administrative report. Next, the applicant will present their case, meaning that he will offer testimony, exhibits, and any other matters which he feels the Authority should consider. When the applicant has completed his case, other interested parties may present testimony, exhibits, or other evidence bearing upon the relevant issues. Following this, the applicant will be allowed to offer rebuttal. The evidence will then be closed and the Authority will proceed to make its decision. We will deliberate and attempt to render a decision this evening, but we may, however, defer the decision to a later date if necessary.

All testimony will be given under oath, which will be administered by the City Clerk. *(help me to remember)* Additional exhibits not already presented to the Authority should be marked by the Clerk and then identified before being offered to the Chair for admission into evidence. The chair will rule on the admissibility of all evidence and his ruling will stand unless objected to by a member of the Authority

during the hearing, in which event the question of admissibility will be decided by a majority of the members present. A record will be kept of evidence refused or testimony rejected.

As witnesses complete their testimony, they should remain at the podium so that they may be cross-examined by other interested parties or by members of the Authority. Redirect examination of witness will also be allowed. Any interested parties may be represented by counsel.

This Authority may, in its discretion, limit the presentation of evidence and cross-examination so as to prevent repetitive and cumulative evidence or examination.

If there is no objection from any party, the Clerk's administrative file on the application will be received into evidence at this time and made a permanent part of the record. The hearing is now open.

- 1) We will now have the Clerk's administrative report
- 2) Presentation of applicant's case.
- 3) Interested parties desiring to testify.
- 4) Rebuttal of interested party's testimony.
- 5) Chair will close the hearing.
- 6) Authority may render their decision or table this matter to a future date to receive additional information.



AGENDA ITEM # 7

CITY COUNCIL COMMUNICATION FORM

FROM: Reba Bechtel, City Clerk

DATE: June 7, 2011

ITEM: New Tavern Liquor License Application for Charles Odiorne Gaming, LLC dba Blu and Charlie's at 118 Main Street

NEXT STEP: Council Motion

ORDINANCE
 MOTION
 INFORMATION

- I. REQUEST OR ISSUE:** Staff is requesting Council approval for the new Tavern Liquor License for Charles Odiorne Gaming, LLC dba Blu and Charlie's at 118 Main Street.
- II. RECOMMENDED ACTION / NEXT STEP:** 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.
- III. FISCAL IMPACTS:** This item does not directly affect the City's current budget. However, approval of this application would allow additional sales tax to be collected by the licensee. In addition, liquor license, business license and sales tax license renewal fees would be collected annually.
- IV. BACKGROUND INFORMATION:**
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.

V. LEGAL ISSUES: 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 Odiome 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

VI. CONFLICTS OR ENVIRONMENTAL ISSUES: None

VII. SUMMARY AND ALTERNATIVES: 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.

ATTACHMENTS:

1. **Administrative Documents**
 - Clerk's Staff Report/Police Department Memo
2. **Application**
 - New Tavern Liquor License, with Attachments
3. **Backgrounds**
 - Individual History Record (State Form DR 8404-1) for Charles Odiorne
4. **Commercial Lease**-available in Clerk's Office
5. **Corporate Documents**-available in Clerk's Office

Central City Police Department
Liquor License Background Form

Verified	Date
----------	------

Establishment Name: Blue CHARLES

Establishment Address: 118 MAIN ST.

Applicant Name: Charles Odiorne

Fingerprints Submitted: Y N _____

Fingerprints Returned from CBI: Y/N _____ Date: _____

Individual History Record Y N Date: 05/01/14 JAC | 05/01/14

CCIC/NCIC Warrants? Y N Date: 05/14/04 JAC | "

Gaming background check completed? Y N Date: 05/01/14 JAC | "

P.D. background check O.K.? Y N Date: 05/01/14 JAC | H

Recommendation: Approve Deny _____ JAC | 05/01/14

Investigator: _____

Chief of Police: [Signature]

[Signature] | 05/01/14

Concurrent Review

DR 8404 (05/07/09) Page 1
 COLORADO DEPARTMENT OF REVENUE
 LIQUOR ENFORCEMENT DIVISION
 DENVER CO 80281

21

DEPARTMENT USE ONLY

COLORADO LIQUOR RETAIL LICENSE APPLICATION

NEW LICENSE TRANSFER OF OWNERSHIP LICENSE RENEWAL

- ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN
- APPLICANT MUST CHECK THE APPROPRIATE BOX(ES)
- LOCAL LICENSE FEE \$ _____
- APPLICANT SHOULD OBTAIN A COPY OF THE COLORADO LIQUOR AND BEER CODE (Call 303-370-2165)

1. Applicant is applying as a
 Corporation Partnership (includes Limited Liability and Husband and Wife Partnerships)
 Individual Limited Liability Company Association or Other

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation Fein Number
 CHARLES ODIORNE GAMING, LLC 46-4351978

2a. Trade Name of Establishment (DBA) State Sales Tax No. Business Telephone
 BLU AND CHARLIE'S APPLIED FOR 303-242-7023

3. Address of Premises (specify exact location of premises)
 118 MAIN STREET

City County State ZIP Code
 CENTRAL CITY GILPIN CO 80427

4. Mailing Address (Number and Street) City or Town State ZIP Code
 P.O. BOX 546 CENTRAL CITY CO 80427

5. If the premises currently have a liquor or beer license, you MUST answer the following questions:
 Present Trade Name of Establishment (DBA) Present State License No. Present Class of License Present Expiration Date
 CRYSTAL PALACE 14637020000 RETAIL GAMING 8/9/2014

LIAB	SECTION A	NONREFUNDABLE APPLICATION FEES	LIAB	SECTION B (CONT.)	LIQUOR LICENSE FEES
2300	<input type="checkbox"/>	Application Fee for New License	1985	<input type="checkbox"/>	Resort Complex License (City)
2302	<input checked="" type="checkbox"/>	Application Fee for New License - w/Concurrent Review	1986	<input type="checkbox"/>	Resort Complex License (County)
2310	<input type="checkbox"/>	Application Fee for Transfer	1988	<input type="checkbox"/>	Add Related Facility to Resort Complex ... \$ 75.00 X _____ Total _____
			1990	<input type="checkbox"/>	Club License (City)
			1991	<input type="checkbox"/>	Club License (County)
			2010	<input checked="" type="checkbox"/>	Tavern License (City)
			2011	<input type="checkbox"/>	Tavern License (County)
			2012	<input type="checkbox"/>	Manager Registration - Tavern
			2020	<input type="checkbox"/>	Arts License (City)
			2021	<input type="checkbox"/>	Arts License (County)
			2030	<input type="checkbox"/>	Racetrack License (City)
			2031	<input type="checkbox"/>	Racetrack License (County)
			2040	<input type="checkbox"/>	Optional Premises License (City)
			2041	<input type="checkbox"/>	Optional Premises License (County)
			2045	<input type="checkbox"/>	Vintners Restaurant License (City)
			2046	<input type="checkbox"/>	Vintners Restaurant License (County)
			2220	<input type="checkbox"/>	Add Optional Premises to H & R
			2370	<input type="checkbox"/>	Master File Location Fee
			2375	<input type="checkbox"/>	Master File Background

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

LIABILITY INFORMATION

County	City	Industry Type	License Account Number	Liability Date	License Issued Through
				FROM	(Expiration Date) TO
State _____-750 (999)	City 2180-100 (999)	County 2190-100 (999)	Managers Reg _____-750 (999)		
Cash Fund New License 2300-100 (999)				Cash Fund Transfer License 2310-100 (999)	
				TOTAL	
				\$.	

Concurrent Review

APPLICATION DOCUMENTS CHECKLIST AND WORKSHEET

Instructions: This check list should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

ITEMS SUBMITTED, PLEASE CHECK ALL APPROPRIATE BOXES COMPLETED OR DOCUMENTS SUBMITTED

I. APPLICANT INFORMATION

- A. Applicant/Licensee identified.
- B. State sales tax license number listed or applied for at time of application.
- C. License type or other transaction identified.
- D. Return originals to local authority.
- E. Additional information may be required by the local licensing authority.

II. DIAGRAM OF THE PREMISES

- A. No larger than 8 1/2" X 11".
- B. Dimensions included (doesn't have to be to scale). Exterior areas should show control (fences, walls, etc.).
- C. Separate diagram for each floor (if multiple levels).
- D. Kitchen - identified if Hotel and Restaurant.

III. PROOF OF PROPERTY POSSESSION

- A. Deed in name of the Applicant ONLY (or)
- B. Lease in the name of the Applicant ONLY.
- C. Lease Assignment in the name of the Applicant (ONLY) with proper consent from the Landlord and acceptance by the Applicant.
- D. Other Agreement if not deed or lease.

IV. BACKGROUND INFORMATION AND FINANCIAL DOCUMENTS

- A. Individual History Record(s) (Form DR 8404-I).
- B. Fingerprints taken and submitted to local authority. (State authority for master file applicants.)
- C. Purchase agreement, stock transfer agreement, and or authorization to transfer license.
- D. List of all notes and loans.

V. CORPORATE APPLICANT INFORMATION (If Applicable)

- A. Certificate of Incorporation (and/or)
- B. Certificate of Good Standing if incorporated more than 2 years ago.
- C. Certificate of Authorization if foreign corporation.
- D. List of officers, directors and stockholders of parent corporation (designate 1 person as "principal officer").

VI. PARTNERSHIP APPLICANT INFORMATION (If Applicable)

- A. Partnership Agreement (general or limited). Not needed if husband and wife.

VII. LIMITED LIABILITY COMPANY APPLICANT INFORMATION (If Applicable)

- A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office).
- B. Copy of operating agreement.
- C. Certificate of Authority (if foreign company).

VIII. MANAGER REGISTRATION FOR HOTEL AND RESTAURANT, TAVERN LICENSES WHEN INCLUDED WITH THIS APPLICATION

- A. \$75.00 fee.
- B. Individual History Record (DR 8404-I).

6. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years?	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>												
7. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state); (a) been denied an alcohol beverage license? (b) had an alcohol beverage license suspended or revoked? (c) had interest in another entity that had an alcohol beverage license suspended or revoked? If you answered yes to 7a, b or c, explain in detail on a separate sheet.	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>												
8. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes," explain in detail.	<input type="checkbox"/> <input checked="" type="checkbox"/>												
9. Are the premises to be licensed within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?	<input type="checkbox"/> <input checked="" type="checkbox"/>												
10. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee.	<input type="checkbox"/> <input checked="" type="checkbox"/>												
11. Does the Applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement? <input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____	<input checked="" type="checkbox"/> <input type="checkbox"/>												
a. If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:													
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%; padding: 2px;">Landlord M. ODIORNE, LLC</td> <td style="width:33%; padding: 2px;">Tenant CHARLES ODIORNE GAMING, LLC</td> <td style="width:33%; padding: 2px;">Expires 1/31/2016</td> </tr> </table>	Landlord M. ODIORNE, LLC	Tenant CHARLES ODIORNE GAMING, LLC	Expires 1/31/2016										
Landlord M. ODIORNE, LLC	Tenant CHARLES ODIORNE GAMING, LLC	Expires 1/31/2016											
Attach a diagram and outline or designate the area to be licensed (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11". (Doesn't have to be to scale)													
12. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business. Attach a separate sheet if necessary.													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:35%;">NAME</th> <th style="width:15%;">DATE OF BIRTH</th> <th style="width:15%;">FEIN OR SSN</th> <th style="width:35%;">INTEREST</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">DAVIS GAMING, LLC</td> <td></td> <td></td> <td style="padding: 2px;">SELLER CARRYBACK NOTE</td> </tr> <tr> <td style="padding: 2px;"> </td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	NAME	DATE OF BIRTH	FEIN OR SSN	INTEREST	DAVIS GAMING, LLC			SELLER CARRYBACK NOTE					
NAME	DATE OF BIRTH	FEIN OR SSN	INTEREST										
DAVIS GAMING, LLC			SELLER CARRYBACK NOTE										
Attach copies of all notes and security instruments, and any written agreement, or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.													
13. Optional Premises or Hotel and Restaurant Licenses with Optional Premises Has a local ordinance or resolution authorizing optional premises been adopted?	Yes No <input type="checkbox"/> <input type="checkbox"/>												
Number of separate Optional Premises areas requested. _____ (See License Fee Chart)													
14. Liquor Licensed Drug Store applicants, answer the following: (a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy? COPY MUST BE ATTACHED.	Yes No <input type="checkbox"/> <input type="checkbox"/>												
15. Club Liquor License applicants answer the following and attach: (a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? (b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? (c) How long has the club been incorporated? _____ (Three years required) (d) Has applicant occupied an establishment for three years that was operated solely for the reasons stated above?	Yes No <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>												
16. Brew-Pub License or Vintner Restaurant Applicants answer the following: (a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)	Yes No <input type="checkbox"/> <input type="checkbox"/>												
17a. Name of Manager (for all on-premises applicants) <u>CHARLES A. ODIORNE</u> _____ (If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an Individual History Record (DR 8404-I)).	Date of Birth 3/17/1960												
17b. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>												
18. Tax Distraint Information. Does the applicant or any other person listed on this application and including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements.	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>												

19. If applicant is a corporation, partnership, association or limited liability company, applicant **must list** ALL OFFICERS, DIRECTORS, GENERAL PARTNERS, AND MANAGING MEMBERS. In addition applicant **must list** any stockholders, partners, or members with OWNERSHIP OF 10% OR MORE IN THE APPLICANT. ALL PERSONS LISTED BELOW must also attach form DR 8404-I (Individual History record), and submit finger print cards to their local licensing authority.

NAME	HOME ADDRESS, CITY & STATE	DOB	POSITION	% OWNED*
CHARLES A. ODIORNE	206 E. 5TH HIGH, CENTRAL CITY, CO 80427		Manager	100

*If total ownership percentage disclosed here does not total 100% applicant must check this box

Applicant affirms that no individual other than these disclosed herein, owns 10% or more of the applicant

Additional Documents to be submitted by type of entity

- CORPORATION Cert. of Incorp. Cert. of Good Standing (if more than 2 yrs. old) Cert. of Auth. (if a foreign corp.)
 PARTNERSHIP Partnership Agreement (General or Limited) Husband and Wife partnership (no written agreement)
 LIMITED LIABILITY COMPANY Articles of Organization Cert. of Authority (if foreign company) Operating Agrmt.
 ASSOCIATION OR OTHER Attach copy of agreements creating association or relationship between the parties

Registered Agent (if applicable) CHARLES A. ODIORNE	Address for Service 206 E. 5TH HIGH, CENTRAL CITY, CO 80427
--	--

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature <i>Charles A. Odiorne</i>	Title MANAGER	Date <i>4-3-2014</i>
---	------------------	-------------------------

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

Date application filed with local authority <i>April 4, 2014</i>	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application 12-47-311 (1) C.R.S.) <i>May 6, 2014</i>
---	---

THE LOCAL LICENSING AUTHORITY HEREBY AFFIRMS:

- That each person required to file DR 8404-I (Individual History Record) has:
- | | |
|---|--|
| <input type="checkbox"/> Been fingerprinted | Yes No |
| <input type="checkbox"/> Been subject to background investigation, including NCIC/CCIC check for outstanding warrants | <input checked="" type="checkbox"/> <input type="checkbox"/> |
- That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with, and aware of, liquor code provisions affecting their class of license
- | | |
|--|--------|
| <input checked="" type="checkbox"/> <input type="checkbox"/> | Yes No |
|--|--------|

(Check One)

- Date of Inspection or Anticipated Date _____
 Upon approval of state licensing authority.

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S. **THEREFORE, THIS APPLICATION IS APPROVED.**

Local Licensing Authority for	Telephone Number	<input type="checkbox"/> TOWN, CITY <input type="checkbox"/> COUNTY
Signature	Title	Date
Signature (attest)	Title	Date

INDIVIDUAL HISTORY RECORD

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license.

<p>NOTICE: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application.</p>																								
<p>1. Name of Business CHARLES ODIORNE GAMING, LLC, d/b/a BLU AND CHARLIE'S</p>																								
<p>2. Your Full Name (last, first, middle) ODIORNE, CHARLES ARNOLD</p>			<p>3. List any other names you have used. CHARLES A. ODIORNE</p>																					
<p>4. Mailing address (if different from residence) P.O. BOX 295, CENTRAL CITY, COLORADO 80427</p>																								
<p>5. List current residence address. Include any previous addresses within the last five years (attach separate sheet if necessary).</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">STREET AND NUMBER</th> <th style="width: 30%;">CITY, STATE, ZIP</th> <th style="width: 10%;">FROM</th> <th style="width: 10%;">TO</th> <th style="width: 10%;"></th> </tr> </thead> <tbody> <tr> <td>Current 206 EAST 5TH HIGH STREET</td> <td>CENTRAL CITY, COLORADO 80427</td> <td>2012</td> <td>2014</td> <td></td> </tr> <tr> <td>Previous 1590 TABOR STREET</td> <td>LAKEWOOD, COLORADO 80215</td> <td>1993</td> <td>2012</td> <td></td> </tr> </tbody> </table>					STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO		Current 206 EAST 5TH HIGH STREET	CENTRAL CITY, COLORADO 80427	2012	2014		Previous 1590 TABOR STREET	LAKEWOOD, COLORADO 80215	1993	2012						
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<p>6. List all employment within the last five years. Include any self employment. (Attach separate sheet if necessary)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">NAME OF EMPLOYER OR BUSINESS</th> <th style="width: 30%;">ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)</th> <th style="width: 10%;">POSITION HELD</th> <th style="width: 10%;">FROM</th> <th style="width: 10%;">TO</th> </tr> </thead> <tbody> <tr> <td>SELF-EMPLOYED</td> <td></td> <td></td> <td>2008</td> <td>Current</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>					NAME OF EMPLOYER OR BUSINESS	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO	SELF-EMPLOYED			2008	Current										
NAME OF EMPLOYER OR BUSINESS	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO																				
SELF-EMPLOYED			2008	Current																				
<p>7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">NAME OF RELATIVE</th> <th style="width: 25%;">RELATIONSHIP TO YOU</th> <th style="width: 20%;">POSITION HELD</th> <th style="width: 30%;">NAME OF LICENSEE</th> </tr> </thead> <tbody> <tr> <td>NONE</td> <td></td> <td></td> <td></td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>					NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE	NONE															
NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE																					
NONE																								
<p>8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? If yes, answer in detail. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p> </p> <p> </p>																								
<p>9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? If yes, explain in detail. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p> </p> <p> </p>																								

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.)
 Yes No
2/19/1986 DUI, CLEAR CREEK COUNTY / 12/24/1999 DWAI, JEFFERSON COUNTY

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (if yes, explain in detail.)
 Yes No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)
 Yes No

PERSONAL AND FINANCIAL INFORMATION
 Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential.
 The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth		b. Social Security Number SSN		c. Place of Birth DENVER, COLORADO		d. U.S. Citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
e. If Naturalized, State where				f. When		g. Name of District Court	
h. Naturalization Certificate Number		i. Date of Certification		j. If an Alien, Give Alien's Registration Card Number		k. Permanent Residence Card Number	
l. Height 5'6"	m. Weight 160	n. Hair Color BROWN	o. Eye Color BROWN	p. Sex MALE	q. Race WHITE	r. Do you have a current Driver's License? If so, give number and state <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No CO 95-0261765	

14. Financial Information.
 a. Total purchase price \$ 300,000.00 (if buying an existing business) or investment being made by the applying entity, corporation, partnership, limited liability company, other \$ _____

b. List the total amount of your investment in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid \$ 350,000.00

c. Provide details of the investment described in 14.b. You must account for all of the sources of this investment. Attach a separate sheet if needed.

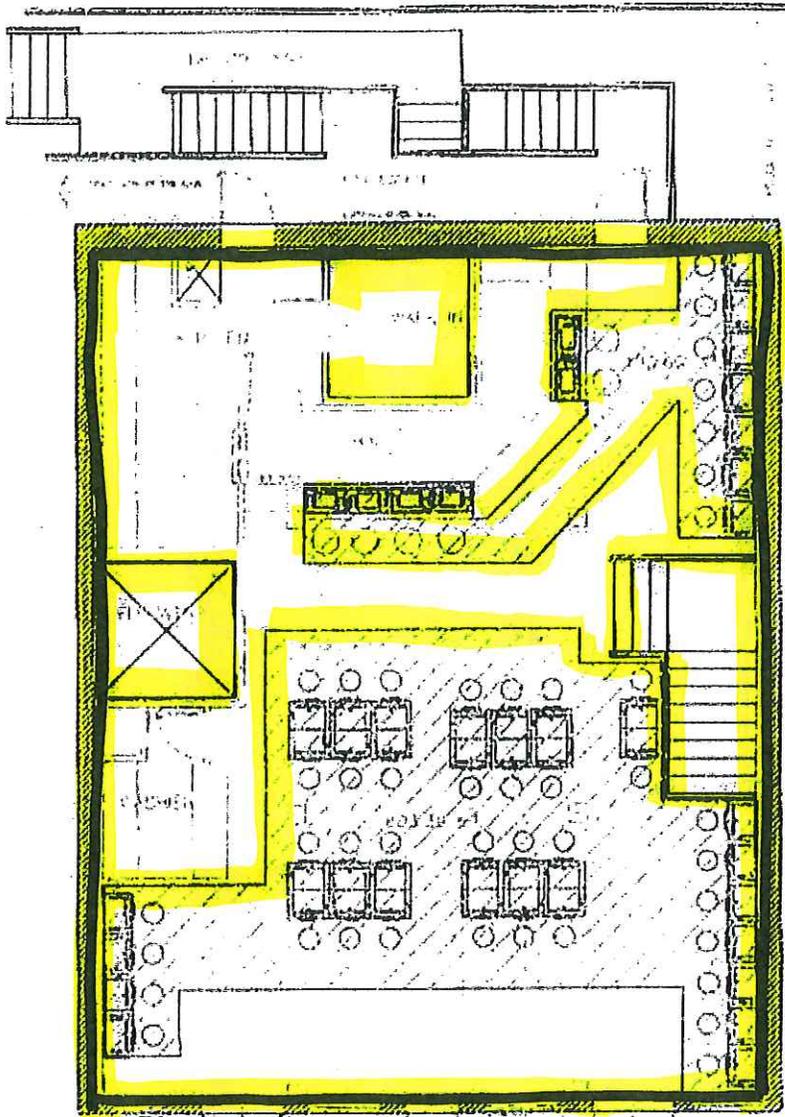
Type: Cash, Services or Equipment	Source	Amount
CASH	Bank of the West Acct. #454110081 / Oil Royalties Acct. #03045	\$300,000.00
PROMISSORY NOTE	DAVIS GAMING, LLC	\$50,000.00

d. Loan Information (attach copies of all notes or loans)

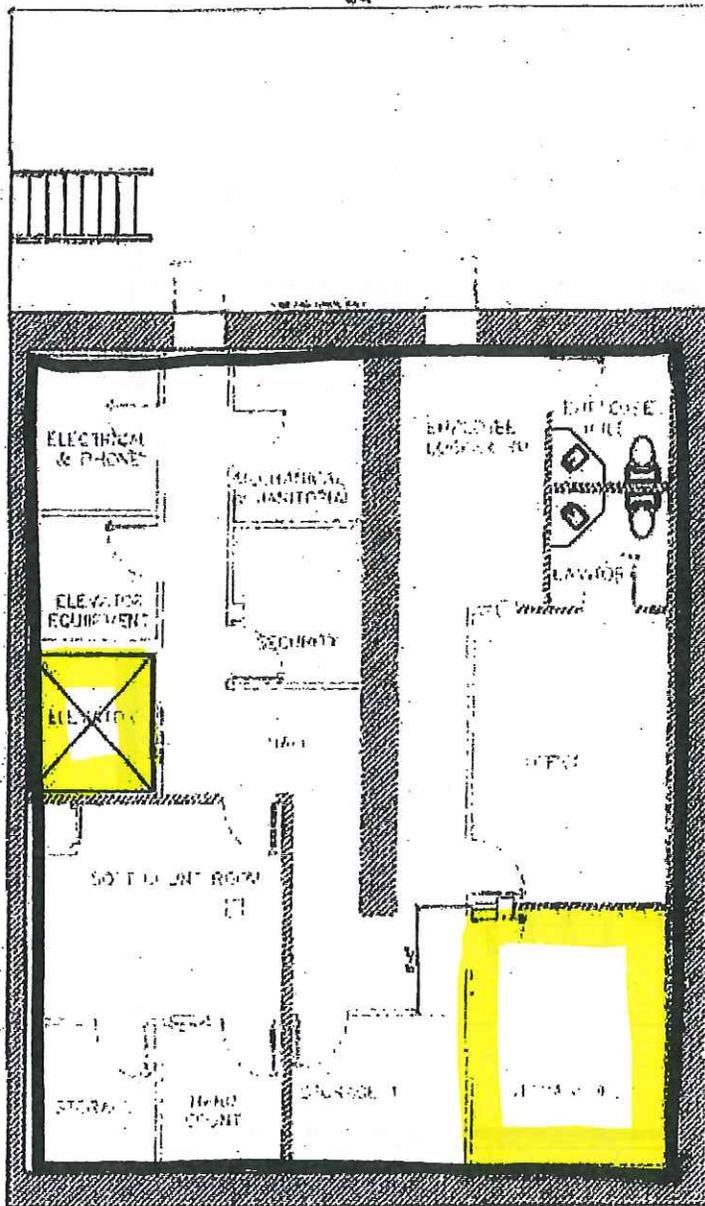
Name of Lender	Address	Term	Security	Amount
DAVIS GAMING, LLC	P.O. Box 848, Forest Grove, Oregon 97116	9 months		\$50,000.00

Oath of Applicant
 I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature <i>Charles A. DeCorme</i>	Title Owner / Manager	Date 4/3/2014
---	--------------------------	------------------

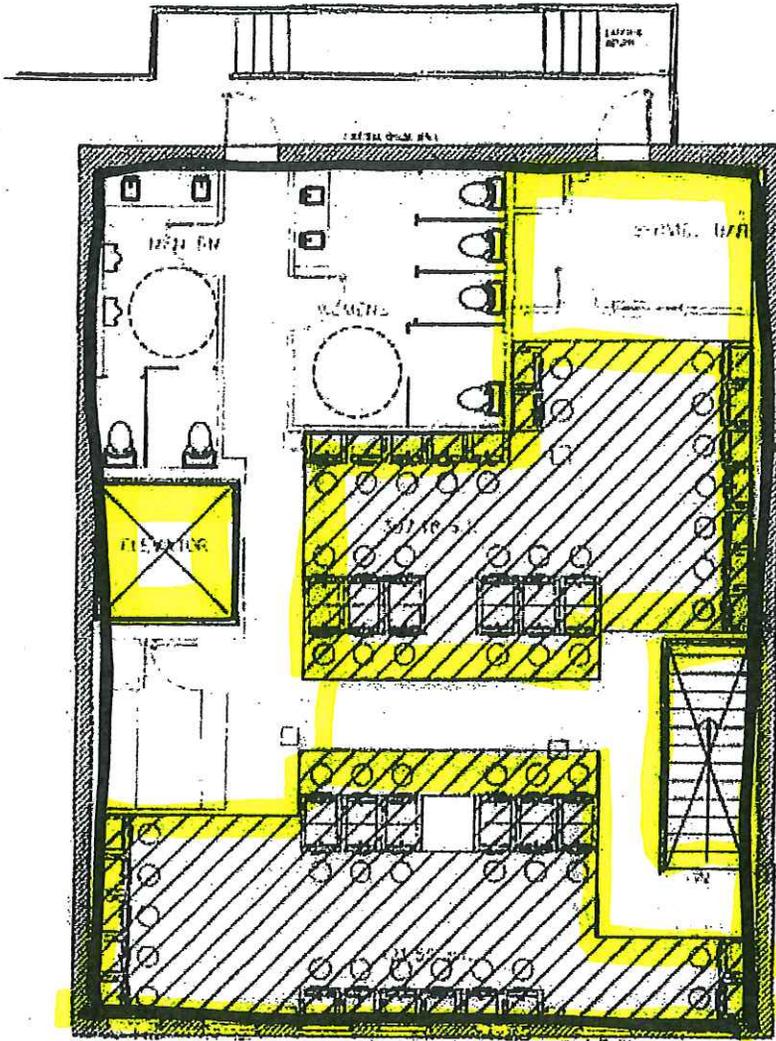


MAIN FLOOR PLAN



BASEMENT PLAN
EXISTING

5/13
5/12



UPPER FLOOR PLAN

SCALE 1/8" = 1'-0"

AL 11
37



AGENDA ITEM #8

CITY COUNCIL COMMUNICATION FORM

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

DATE: April 29, 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: Make a motion to approve Ordinance 14-02 and set a public hearing on the same for May 20, 2014 at 7:00 p.m.

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:** Make a motion to approve Ordinance 14-02 and set a public hearing on the same for May 20, 2014 at 7:00 p.m.

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 and set a public hearing on the same for May 20, 2014.
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 ____ day of _____, 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 ___ day of _____, 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 _____, 2014.

POSTED AND PUBLISHED BY TITLE [AND SUMMARY IF AMENDED ON SECOND READING] in the Weekly Register Call newspaper on _____, 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 (is) 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 (i) 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: (i) 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 No 181463000, 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 # 9

CITY COUNCIL COMMUNICATION FORM

FROM: Robert Fejeran, City Planner/HPO

DATE: May 6, 2014

ITEM: PROFESSIONAL SERVICES AGREEMENT WITH FENTRESS ARCHITECTS, LTD. TO PROVIDE COMPREHENSIVE PLAN DEVELOPMENT SUPPORT

ORDINANCE
 MOTION
 INFORMATION

-
- I. **REQUEST OR ISSUE:** 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.

- II. **RECOMMENDED ACTION / NEXT STEP:** Motion to approve planning and architectural professional service agreement.
- III. **FISCAL IMPACTS:** Not to exceed amount of \$7,000 in the 2014 Community Development budget.

IV. **LEGAL ISSUES:** Professional services are exempt from the City's purchasing policy.

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

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

- (1) Motion to approve planning and architectural professional services contract;
- (2) Direct staff to make revisions to the contract on a future City Council agenda; or
- (3) Reject or deny the professional services contract.



FENTRESS

fentressarchitects.com

LA 303.722.5000
SJ
DC 421 Broadway
DEN Denver CO 80203

March 25, 2014

Mr. Robert Fejeran
City Planner / HPO
City of Central
PO Box 249
141 Nevada Street
Central City, CO 80427

Re: City of Central Comprehensive Plan
Proposal for Planning and Architectural Services
Project 20140019.000

Dear Mr. Fejeran:

Thank you for the opportunity to provide our Proposal for Planning and Architectural Services to assist in creating an updated Comprehensive Plan. Fentress Architects is eager to work with you on this exciting project.

Project Understanding:

Under the guidance of the City Planner and other City stakeholders, the City of Central is engaging in updating its Comprehensive Plan, to re-establish the community's vision and goals, and create a guide for future growth and development. The process you have outlined to us includes gathering existing data, engaging the public, and developing a plan based on their input.

Through our recent meetings, and as outlined in your 'Comprehensive Planning Process' guidelines, we have learned that the plan may address areas such as:

- Land use and Zoning;
- Heritage and Creative District;
- Infrastructure and Transportation;
- Recreation and Tourism ;
- Neighborhoods and Housing;
- Economic Development and Sustainability.

In addition to working with Fentress Architects, it is our understanding that the City of Central has entered into an agreement with The Colorado Center for Community Development (CCCD), to also assist in the creation of the Comprehensive plan. Specifically, we understand their scope to include analysis of new entry, plaza and parking garage components.

Tasks to be performed (Scope of Services):

The following tasks can be performed when requested by the City, based on the needs of the Project:

1. Meet with the City of Central and CCCD as requested by the City. Provide professional input on CCCD concepts and assist with graphic support.
2. Assist the City in creating and developing concepts for plan components, based on input from the City Planner, City stakeholders and the public.
3. Assist the City in establishing measures for plan components, based on input from the City Planner, City stakeholders and the public.
4. Assist the City in the development of graphics to present concepts to stakeholder groups.
5. Attend up to twelve (8) project meetings in the Denver and Central City area, including (4) Planning Commission meetings and one (1) City Council meeting.
6. Present Comprehensive Plan concepts to stakeholder groups on behalf of the City.

Note that any combination of the above referenced tasks may be performed as required within the established budget and schedule. This may not necessarily result in a completed Comprehensive Plan.

Time Schedule:

The Fentress team is ready and able to continue to engage in this project immediately. We propose the schedule to run through September 30, 2014. This is based on the comprehensive Plan Timeline provided by the City. If our services are required to extend beyond that timeframe, we will re-evaluate the schedule and fees at that time.

Deliverables:

The process established by the City will determine the deliverables for this project. Our deliverables for this project could vary from verbal and written input to illustrative presentation graphics and ultimately compiled Comprehensive Plan documents. We will work with the City to maximize the efficiency of providing deliverables within the established budget and schedule.

Charges/Cost of Services:

Due to the unknown amount of effort that will be required to create the Comprehensive Plan, the City has requested that we provide our services on a time and materials basis with a not to exceed amount. The fee for these services will be billed at the hourly rates listed below.

Fentress Architects		
Labor	\$19,500	\$6,500
Reimbursables	\$500	
Estimated Total Not to Exceed Fee	\$20,000	\$7,000

We will not exceed this fee without prior authorization

Hourly Labor Rates:

Principal (none anticipated)	\$200
Project Manager	\$140
Senior Associate	\$120
Project Architect	\$110
Intern Architect	\$60
Administrative	\$45-65

Mr. Robert Fejeran
City Planner / HPO
City of Central
March 25, 2014
Page 3

The above labor rates are subject to change annually.

The staff members that we currently anticipate working on this project include:

Jeff Olson – Principal-In-Charge
Alexander Thome – Project Manager
James Dee Rendon – Senior Associate
Scott Allen – Project Architect
Eddie Huang and Mihajlo Crnogorac – Intern Architects

Excluded Services:

The following tasks can be added, but are currently not included in our Scope of Services:

1. Engineering Design Services – The scope of services for this project does not include Engineering Design services.

Sincerely,

Fentress Architects



Alexander Thome AIA, CDT, LEED AP BD+C
Senior Associate

c: Dee Rendon, Fentress Architects
Anne McNeely, Fentress Architects
Jennifer Gee, Fentress Architects



AGENDA ITEM # 10

CITY COUNCIL COMMUNICATION FORM

FROM: Shawn Griffith

DATE: May 6, 2014

ITEM: 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.

NEXT STEP: Council Motion

ORDINANCE
 MOTION
 INFORMATION

- I. **REQUEST OR ISSUE:** The proposed resolution in an annual contract for retaining the services for an on call water engineer. This contract was as a result of an RFP published appropriately.
- II. **RECOMMENDED ACTION / NEXT STEP:** Approve Resolution 14-07.
- III. **FISCAL IMPACTS:** Budgeted for \$10,000
- IV. **BACKGROUND INFORMATION:** This was as a result of the search for an on call engineer with a specific background of the Central City WTP and infrastructure
- V. **LEGAL ISSUES:** None
- VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** None
- VII. **SUMMARY AND ALTERNATIVES:**
Council may take one of the following actions:
 1. Move to approve.
 2. Amend the Resolution
 3. Move to deny.

**CITY OF CENTRAL, COLORADO
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**

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 Council of the City of Central, Colorado, desires to retain an engineer to assist in Water on-call basic and project-specific engineering services; and

WHEREAS, the City Council desires to retain W2 ENGINEERS, LLC. (“Contractor”) to provide such services; and

WHEREAS, the Contractor represents that it is qualified to perform the services requested by the City.

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

Section 1. The City Council hereby approves the attached professional services agreement W2 Engineers LLC, 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 6th day of May 2014.

CITY OF CENTRAL, COLORADO

By: _____
Ronald E. Engels, Mayor

ATTEST:

By: _____
Reba Bechtel, City Clerk

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
W2 ENGINEERS, LLC



W2 ENGINEERS, LLC
5902 GUNBARREL AVENUE, UNIT A
BOULDER, COLORADO 80301
720.331.2332

24 April 2014

City of Central City
141 Nevada Street
Central City, Colorado 80427
Attention: Shawn Griffith, Water Superintendent

Dear Shawn:

W2 Engineers, LLC (W2E) is submitting the attached proposal in response to the Request for Proposals (RFP) for the City of Central City (City) 2014 On-Call Water Engineering Services. W2E has reviewed the scope of work and other requirements stated within the RFP, and has the necessary qualifications to perform the civil engineering tasks related to the City's water projects.

I personally have a 2 year history of providing engineering services to the City during my previous employment with JVA, Inc. I believe I can provide an even better level of service now that I have started my own firm. I will be the main point of contact for W2E, and will oversee or complete all tasks associated with the on-call water engineering services contract, and attend all meetings on behalf of W2E.

Please review the attached proposal as evidence of my qualifications. If you have any questions or would like additional information, please let me know at your earliest convenience by phone or e-mail (will.raatz@w2eng.com).

Sincerely,

A handwritten signature in black ink, appearing to read 'William A. Raatz', written over a horizontal line.

William A. Raatz, P.E.
Principal

PROPOSAL FOR 2014 ON-CALL WATER
ENGINEERING SERVICES

CITY OF CENTRAL CITY



WILLIAM A. RAATZ, P.E.

W2 ENGINEERS, LLC

5902 GUNBARREL AVENUE, UNIT A | BOULDER, COLORADO 80301

www.w2eng.com | 720.331.2332



PROPOSAL FOR CITY OF CENTRAL CITY 2014 ON-CALL WATER ENGINEERING SERVICES

1 INTRODUCTION

W2 Engineers, LLC (W2E) has developed this proposal in response to the City of Central City (City) Request for Proposals for the 2014 On-Call Water Engineering Services (RFP). W2E has qualifications and specific knowledge of the City's water system to perform the engineering services required. Detailed information regarding W2E and our qualifications, scope of services, schedule, and fees are discussed in the subsequent sections of this proposal.

W2E is excited at the prospect of working with the City on their water system needs. We look forward to building a long-term professional relationship with all the City staff and providing the highest quality engineering services to the City. This proposal may be used as part of a subsequent contract between the City and W2E, and is valid for 60 days commencing on April 24, 2014.

2 W2 ENGINEERS, LLC

W2E is a one person engineering firm located in Boulder, Colorado, and Will Raatz is Principal of the firm. W2E was founded in 2014, and is focused on providing engineering services for the planning, permitting, design, and construction of water and wastewater projects for water and sanitation districts and small municipalities.

W2E offers the following engineering services:

- Permitting
- Master Plans
- Grant Writing
- Water Quality
- Water and Wastewater Treatment
- Onsite Wastewater Treatment Systems
- Operations Assistance
- Distribution System Assessment and Design
- Collection System Assessment and Design
- Lift Station and Force Main Design
- Bid Services and Construction Administration



3 QUALIFICATIONS

W2E is uniquely qualified to serve as the on-call engineer for the City. Will Raatz has been filling this role for the past 2 years while at his previous employer, and is excited at the opportunity to continue working with the City. He moved to Colorado in 1998 to begin his engineering career. Will has over 15 years of experience in the water/wastewater industry, most of which is in the Front Range and Foothills areas. He is a Registered Professional Engineer in Colorado, and also a Certified Water Professional. Additional qualifications are presented in the following subsections, including Will's resume, project experience, references, and W2E insurance policies and coverage limits.

3.1 RESUME

Will Raatz has a Bachelor's Degree in Mechanical Engineering and a Master's Degree in Civil Engineering, both from the University of Minnesota. He has worked on a wide variety of projects during his professional career, and will draw upon that experience to address the City's water system needs. Will is currently President of the Rocky Mountain Water Environment Association, the local member association of the Water Environment Federation. Will has made connections with several key individuals at equipment companies, manufacturers, and other industry consultants. Will also has professional relationships with state and federal regulators, and has worked with many of them on previous projects. A complete resume is attached and located in Section 6.1.

3.2 PROJECT EXPERIENCE

Will Raatz has completed several projects with the City over the past 2 years during previous employment. Will was initially brought in to help address issues with unrestrained fire service lines, and then was awarded the on-call engineering services contract for 2012. Numerous projects have been completed since then, including dealing with iron and manganese in the water, developing a Source Water Protection Plan, completing a rate study, and the design and construction administration of a 12-inch water line and sanitary sewer project in Lawrence Street. Will has also successfully helped the City secure over \$150,000 in grants to do a variety of projects, with the largest grant coming from the Water Quality Improvement Fund to complete a stormwater master plan and design best management practices for subsequent implementation.

Will has provided on-call engineering services to several special districts and municipalities. Most recently, he has worked with Aspen Park Metropolitan District and the Town of Mead on a variety of water and wastewater projects. Previous clients have included Mount Carbon Metropolitan District, High View Water District, and Berkeley Water and Sanitation District. Will has also worked with the City's neighboring entities, including the Black Hawk/Central City Sanitation District on a sanitary sewer line improvement in Lawrence Street and the Town of Black Hawk on a water line extension in Highway 119.

3.3 REFERENCES

W2E offers the following references regarding previous project experience of Will Raatz. The City may contact these individuals to learn more about Will's professional reputation and job performance.



Bob Blodgett
CliftonLarsonAllen
8390 East Crescent Parkway, Suite 600
Greenwood Village, Colorado 80111
303.265.7916 (office)
303.807.0098 (mobile)

Jeff Rabas
Ramey Environmental Compliance, Inc.
5959 Iris Parkway
Frederick, Colorado 80504
303.833.5505 (office)
303.709.5614 (mobile)

Thom Eaton
Rice Lake Construction Group
5550 NE 22nd Street
Des Moines, Iowa 50316
515.608.3724 (mobile)

3.4 INSURANCE

W2E has a comprehensive set of insurance policies including general liability, professional liability, and hired/non-owned automobile coverages. Insurance requirement specific to this RFP are discussed individually below. A Certificate of Insurance is provided in Section 6.2 that summarizes the policies and coverage limits.

3.4.1 Worker's Compensation

The RFP states that worker's compensation insurance requirements must comply with the statutory limits for the State of Colorado. As a one person limited liability company, W2E is not required to have worker's compensation coverage and has submitted a Rejection of Coverage form to the Colorado Department of Labor and Employment. W2E offers health insurance, disability insurance, and life insurance in lieu of worker's compensation coverage. Additional information regarding these policies is available upon request.

3.4.2 General Liability

The RFP states that general liability insurance requirements must be a minimum of \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. W2E has a general liability insurance policy from Sentinel Insurance Company with limits \$2,000,000.00 each occurrence and \$4,000,000.00 aggregate. The policy includes hired/non-owned auto (\$2,000,000.00) and medical expenses (\$10,000.00), among other additional coverages.

3.4.3 Professional Liability

The RFP states that professional liability insurance requirements should be specified as part of the proposal. W2E has a professional liability insurance policy (also known as errors and omissions) from RLI Insurance Company with a limit of \$1,000,000.00 each occurrence and aggregate. The policy is specific to engineering work and includes pollution incidents.

4 SCOPE OF SERVICES

W2E is prepared to provide the scope of services as outlined in the RFP. The anticipated services include development review, general water engineering design, opinions of probable costs, and attending meetings. W2E recognizes that other services may also be required to fulfill the role of on-call water engineer, and will work with the City to meet these additional needs. Will Raatz will be the primary point of contact and will represent W2E at all meetings. As mentioned earlier, Will has helped the City receive more than \$150,000 in grants, and will continue to pursue additional funding opportunities on behalf of the City so that need repairs and improvements can be implemented.

W2E will perform the majority of the work anticipated, but may subcontract out portions of certain projects. Specifically, W2E will subcontract surveying, drafting, and structural design work, and any other design work that is outside the expertise or capacity of the firm. Subcontractors will be selected based on the task to be completed and clearly identified to the City, and their qualifications will be made available to the City upon request.

W2E will comply with local, state, and federal requirements for work completed on behalf of the City. Work will also be completed in accordance with general industry standards and design principles. Will is a member of the National Society of Professional Engineers and will conduct all business in an ethical manner.

5 SCHEDULE AND FEES

W2E understands the importance schedule and budget on all projects. W2E proposes the following approach for on-call water engineering services. In general, a task order will be prepared that includes a schedule, list of deliverables, other milestones, and fees. Invoices will be prepared on a monthly basis and submitted for payment by the 15th of the following month.

5.1 SCHEDULE

W2E will meet with the City at the beginning of the year to review the needed improvements and items budgeted for construction. A schedule of work will be laid out for the overall year. Each specific item will be further detailed in a task order as described above.



5.2 FEES

W2E uses a simplified approach to fees. The billing rate for Will Raatz will be \$110.00 per hour. Expenses will not be billed for general printing of letters or short reports, or for copying reference material. Expenses for printing long reports (> 50 pages), construction drawings, and specifications will be billed at cost, however, pdf files will be provided at no charge. Subcontractors will be billed without mark up. Other expenses will also be billed without mark up. Mileage will be billed at the Internal Revenue Service rate, which is currently \$0.565 per mile. Task orders will summarize the hours and reimbursables for each task and provide a total fee.

6 ATTACHMENTS

W2E offers the following attachments in support of the above proposal.

6.1 RESUME

6.2 CERTIFICATE OF INSURANCE

6.3 REQUEST FOR PROPOSALS AND SIGNED CERTIFICATION PAGE



WILLIAM A. RAATZ, P.E.

EDUCATION

University of Minnesota – Minneapolis, Minnesota
B.S. in Mechanical Engineering – 1994 M.S. in Civil Engineering – 1999

REGISTRATIONS AND AFFILIATIONS

P.E. in Colorado, Wyoming, and Internationally; LEED AP; CWP in Colorado
AWWA, WEF, RMSAWWA, RMWEA (President), NSPE

EMPLOYMENT

Principal

W2 Engineers, LLC

Principal of the firm. Focusing on planning, permitting, design, and construction administration of water and wastewater projects for water and sanitation districts and small municipalities in Colorado.

Project Manager

JVA

Project Manager in the Environmental Department. Provided water and wastewater systems evaluation and design for private clients, special districts, and municipalities throughout Colorado. Projects have included water treatment and distribution systems, wastewater treatment plant improvements, and groundwater remediation systems.

- Served as engineer for Central City, performing on-call engineering services related to planning, public works, and water system. Assisted with fire service line repairs, water distribution system improvements, water quality and treatment, Chase Gulch Dam toe drain design, emergency response to collapsed mine tunnel, grant applications, development of standards and regulations for construction, design of a new public works facility, and maintenance of the Central City Parkway.
- Served as engineer for Aspen Park Metropolitan District, performing on-call engineering services related to permitting, operation, maintenance, and capital improvements of the 25,000 gpd water and wastewater treatment plants.
- Served as engineer for Town of Mead, performing on-call engineering services related to permitting, operation, maintenance, and capital improvements of the 0.5 MGD sequencing batch reactor wastewater treatment plant.
- Served as project manager for the permitting and design of a new 0.375 MGD sequencing batch reactor for the Town of Cedaredge. Utilized BioWin for design of treatment processes. Completed an environmental assessment report for the project.
- Designed an industrial pretreatment system for Avery Brewing Company to equalize wastewater flow and strength, and to adjust pH prior to discharge to the sanitary sewer. The system included a duplex pump system with 130 gallons per minute capacity and chemical feed systems for both hydrochloric acid and sodium hydroxide.

- Completed site location applications for Sacred Heart of Mary Parish and Pole Creek Golf Club to de-rate and transfer jurisdiction of their onsite wastewater systems from state to county jurisdiction.
- Evaluated existing lagoon wastewater treatment plant performance for the Town of Peetz, including influent and effluent sampling and completion of a seepage study. Updated preliminary engineering report to revise recommended alternative and submitted application for state funding.
- Authored a preliminary engineering report for Western Mini Ranches and Vaquero Estates to meet ammonia discharge limits for an existing lagoon wastewater treatment plant. Alternatives evaluated included mechanical wastewater treatment plants and several options for consolidation with the Town of Berthoud.
- Authored a preliminary engineering report for Berthoud Estates and Foothills Estates to meet ammonia discharge limits for an existing lagoon wastewater treatment plant. Alternatives evaluated included mechanical wastewater treatment plants and several options for consolidation with nearby Vaquero Estates and the Town of Berthoud. Worked with Larimer County to complete an environmental assessment for the project.
- Authored a preliminary engineering report for River Glen Homeowners Association to meet ammonia discharge limits for an existing lagoon wastewater treatment plant. Alternatives evaluated included a new mechanical wastewater treatment plant and several options for connecting to the Town of Berthoud collection system. Worked with Larimer County to coordinate formation of a local improvement district and funding. Completed wastewater utility plan, site location application, plans, and specifications for new lift station and force main.
- Designed water systems improvements for the Town of Nunn, including replacement and expansion of water lines and a new elevated water storage tank, to improve water quality, water pressure, and fire flows. Project included hydraulic analysis and assisting Town with tank site selection and permitting through Weld County. Performed bidding services and construction administration.
- Provided a conceptual design for 62 miles of raw water transmission pipe (18-inch to 30-inch), a pump station, a potable water storage tank, pressure reducing valve vaults, air/vacuum valve vaults, flow meter vaults, and blowoff assemblies. Evaluated routing options and pipe material and appurtenances to accommodate elevation variations of 1,400 feet.
- Managed permitting, design, and construction administration of groundwater remediation systems to remove iron and manganese for construction and permanent dewatering at several developments in the City of Boulder.

Associate**Martin/Martin**

Associate in the Civil Department. Provided water and wastewater systems evaluation and design for several special districts in the Denver metropolitan area and for multiple National Park Service projects. Projects have included wastewater treatment systems, water distribution systems, sanitary sewer collection systems, lift stations, and construction management.

- Evaluated water and wastewater service alternatives for the Mount Carbon Metropolitan District and the adjacent Town of Morrison. Completed preliminary design of a new 0.35 MGD sequencing batch reactor plant to meet anticipated nitrogen and phosphorus effluent discharge limits. The treatment processes included headworks, sequencing batch reactors, effluent equalization, UV disinfection, and aerobic sludge digestion. Evaluated projected water demand and water treatment options from 1.0 to 4.0 MGD and authored the water supply system master plan.
- Served as district engineer for the Northwest Lakewood Sanitation District and Wheat Ridge Sanitation District. Provided design and construction management of capital improvements program, managed operation and maintenance contractor, and provided collection system status summary at district board meetings. Utilized GIS database to manage video, jetting, root cutting, and repairs.
- Served as district engineer for the Berkeley Water and Sanitation District, Daniels Sanitation District, and High View Water District. Provided on-call services for review of water and sanitary sewer system improvements and other engineering tasks.
- Evaluated lift station options for the Lagae Ranch development within Castle Pines North Metropolitan District. Designed a 0.89 MGD lift station in compliance with the Cherry Creek Basin Water Quality Authority's rules and regulations.
- Evaluated service lines, mains, and septic systems and developed alternatives to meet future flows and minimize disruption of historical structures at the Chiricahua National Monument in Arizona. Designed four new septic systems and two new lift stations to provide wastewater treatment for all areas of the park.
- Evaluated water connection options for decommissioning the onsite wells and water treatment plant in Rocky Mountain National Park and connecting to the Town of Estes Park water distribution system. Reviewed historical water usage, assessed existing water system condition, analyzed hydraulics, developed water connection alternatives, and authored report evaluating and recommending the most appropriate alternative.
- Designed a 0.3 MG potable water storage tank, piping, valve vault, and meter vault for the Lake Mead National Recreation Area in Nevada.
- Designed 3 miles of 12-inch water main extension to provide municipal water supply and fire flow to several locations within the Indiana Dunes National Lakeshore.
- Provided civil engineering services for the rehabilitation and expansion of the Oak Bottom Campground area at Whiskeytown National Recreation Area. Services included a site visit and design meeting that evaluated existing campground conditions, addressed goals with park staff developed alternatives for campground layouts established utility needs, and documented the above in a report.
- Supervised investigation at Devils Tower National Monument of existing septic system leachfields and designed improvements to bring systems into conformance with current State of Wyoming standards.
- Completed onsite plan review for civil and utility improvements at Sequoia and Kings Canyon National Parks.

Senior Environmental Engineer

Burns & McDonnell

Senior Environmental Engineer in the Infrastructure business practice. Designed municipal wastewater treatment plants and authored reports evaluating treatment processes. Provided office engineering services during construction.

- Designed multiple improvements for the 5.12 MGD Gillette WWTP. New and expanded processes included an influent monitoring station, primary clarifier aluminum dome covers, two new aeration basins and coarse bubble diffusers, one new secondary clarifier, a retrofit installation of a UV disinfection system, new sodium hypochlorite and iron salts injection systems, and a new dewatering unit utilizing a high-solids centrifuge. Performed bid and construction phase services including issuing addendums, bid comparisons, submittal review, addressing RFIs, attending progress meetings, corresponding with resident engineer, and reviewing change orders and payment applications.
- Designed multiple improvements for the 1.1.7 MGD Sam H. Hobbs WWTF in Casper, WY. New and expanded processes included a fine bubble diffused air system in the existing aeration basins, a new blower building with single stage blowers, rehabilitation of the existing secondary clarifiers, a retrofit installation of a UV disinfection system, new sodium hypochlorite and iron salts injection systems, a new dewatering unit utilizing a high-solids centrifuge, and other miscellaneous improvements and repairs. Performed bid and construction phase services including issuing addendums, bid comparisons, submittal review, addressing RFIs, attending progress meetings, corresponding with resident engineer, and reviewing change orders and payment applications.
- Provided engineering services for a 0.4 MGD WWTP in Fairplay, CO. Authored reports for SRF loan requirements and the site location application process. Attended board meetings and regulatory agency review meetings. Unique aspects to this project include the high alpine climate, extremely cold influent wastewater, strict ammonia effluent limitations, and a design-build project delivery approach. The plant utilized an intermediate plant lift station, IFAS secondary treatment, secondary clarifiers, UV disinfection, and aerobic sludge digestion.

Staff Engineer

ARCADIS

Staff Engineer in the Water/Wastewater business practice. Designed industrial and municipal water and wastewater treatment and transmission systems. Provided oversight of infrastructure-related construction projects.

- Developed demolition plans and construction drawings for the retrofit installation of a UV disinfection system for the 11 MGD Marcy Gulch WWTP in Centennial, CO. Analyzed plant hydraulics, contributed to preliminary design report, and provided documentation support during construction and installation.
- Finalized design drawings and specifications of a 200,000 gpd UV photolysis treatment system for the destruction of NDMA. Provided services during bidding and construction and assisted client with commissioning and evaluation.
- Developed demolition plans and construction drawings for the installation of an in-tank jet aeration system at a 450,000 gpd private wastewater treatment plant.

- Designed a water conditioning and temperature control system for a fish toxicology laboratory. Developed specifications and completed drawings for mechanical, structural, electrical, and instrumentation components.
- Evaluated source and treatment options for a 31,000 gpd water supply to the Rio Grande Village at Big Bend National Park in Texas. Authored schematic design alternatives report and assisted with the value analysis process.

Senior EngineerPare Engineering Corporation

Senior Engineer in the Environmental Division. Designed small-scale water supply and treatment and distribution systems. Provided oversight of construction projects. Conducted environmental site investigations and supervised remediation activities.

- Designed sodium hypochlorite injection systems to provide chlorine residuals for drinking water distribution systems under 1 MGD. Evaluated site conditions, developed permit documents, and assisted with construction and system startup.
- Developed conceptual design for a water storage tank to service a private fire hydrant system and future building fire sprinklers. Evaluated system hydraulics and available fire flow to hydrants and sprinkler mains using WaterCAD.
- Provided construction oversight during replacement of an individual sewage disposal system and a water supply system for a nursing home facility. Completed field reports, reviewed submittals, coordinated with contractor, and submitted certification documents to state officials.

Process EngineerUniversity of California

Process Engineer in the Environmental Restoration Division of the Lawrence Livermore National Laboratory. Reviewed existing groundwater treatment systems and made modifications to improve operations and maintenance efficiency. Designed components of innovative treatment systems.

- Revised operation and maintenance schedules for groundwater treatment systems, accounting for maintenance requirements, treatment goals, regulatory permits and agreements, and a reduced budget.
- Revised the ion exchange process for removal of chromate from impacted groundwater. Recommended reorganization of the treatment order and use of a higher quality resin. Assisted in the development of ion exchange resin conditioning procedures.
- Design team member for the development of a catalytic reductive dechlorination and electro-osmosis treatment system to remediate trichloroethene and tritium impacted groundwater. Developed gas management system to control and contain tritiated hydrogen gas and water.

Environmental EngineerThermoRetec

Environmental Engineer at both Indianapolis, IN and Fort Collins, CO offices. Supervised site investigations and remediation activities for utility clients, including the development and implementation of work plans, management of field work and remediation activities, and authoring of reports.

-
- Responsible for the development and implementation of a RCRA facility investigation of a former oil refinery. Co-authored work plan and served as task manager for field work surrounding a former wastewater-fed lake. Investigated former wastewater pipeline, abandoned caustic disposal area, and historical crude oil pipeline leak. Developed and implemented soil and groundwater sampling plans and assisted in lake sediment sampling. Reviewed groundwater chemistry data and developed a water and selenium mass balance for the lake.
 - Supervised the remediation of a former manufactured gas plant. Monitored excavation of impacted soil, conducted interior and ambient air monitoring, and coordinated confirmation sampling and laboratory analysis with state officials. Supervised confined space entry and cleaning of storage tanks used to contain impacted groundwater.
 - Authored work plans, supervised field activities (test pit excavations, soil borings, and monitoring well installation), conducted environmental sampling (soil, sediment, air, groundwater, and surface water), and authored reports for Phase I and Phase II environmental site assessments of former manufactured gas plants.
 - Conducted field work at several railroad sites. Provided oversight for the excavation, storage, and disposal of diesel-impacted soil. Performed operations and maintenance on a diesel fuel/groundwater recovery system. Supervised the installation of monitoring wells and conducted groundwater sampling.

CITY OF Central City, COLORADO

REQUEST FOR PROPOSALS

2014 On-Call Water Engineering Services

May 1, 2014

1.0 PURPOSE

It is the intent of the City of Central City ("City") to enter into a contract with a qualified, professional consulting firm or team of professional consultants ("Consultant") pursuant to this "Request for Proposals" (RFP) to provide on-call civil and structural engineering services necessary to complete various Water projects for the City of Central City, Colorado.

2.0 SCOPE OF WORK

The City seeks a professional consulting firm or team of professional consultants ("Consultant") to provide cost-effective Water engineering services on behalf of the City. Services and responsibilities may include, but not necessarily be limited to, the following:

- 2.1 Development review. Consultant shall review and comment on proposed development plans that are received by the City. Consultant shall ensure proposed developments conform to City, County, State and Federal engineering standards and specifications, as applicable.
- 2.2 General Water engineering design. The City may request Consultant to complete various Water engineering designs and prepare engineering plans and reports, including grading plans, utility plans and profiles, stormwater quality plans and reports, raw water transmission, and distribution system profiles and applicable detail sheets.
- 2.3 Opinions of probable construction costs. Consultant shall prepare and/or review water construction costs.
- 2.4 Meeting attendance. The City may require the Consultant to provide qualified civil and structural engineering personnel at one-time or regular meetings during construction projects.
- 2.5 Consultant shall retain qualified in-house personnel, including licensed Professional Engineers, to perform the above Scope of Work.

3.0 GENERAL CONDITIONS

Proposals must be received at the Central City Clerk's office by April, 24, 2014. It is the responsibility of the Consultant to ensure that the submittal arrives at the location

specified prior to the time and date indicated above. Mail or deliver submittals to 141 Nevada St, Central City, Colorado 80427.

- 3.1 Submittals shall be clearly marked 2014 On-Call Water Engineering Services.
- 3.2 Submittals shall be firm for a period of 60 days commencing on April 24, 2014.
- 3.3 The Consultant awarded this contract shall be required to comply with all Local, State and Federal requirements related to the contract.
- 3.4 For questions or additional information on this RFP, contact Shawn Griffith, Water Superintendent for Central City, at (303) 582-5251 or shawn@centralcitycolorado.us
- 3.5 The submittal will become a part of any contract issued pursuant to this RFP.

4.0 PROPOSAL REQUIREMENTS

Proposal submittals shall include one (1) signed original and one (1) copy which contains:

- 4.1 Cover Sheet. The cover sheet shall list the name of the prime Consultant and all team member consultants with names and phone numbers of persons who may be contacted to answer questions. Also, the cover sheet shall state who prepared the submittal and how that person can be reached.
- 4.2 Qualifications. Consultant shall provide a brief overview of their experience with water related engineering services outlined in the Scope of Work. Consultant may also provide other company and personnel information that may be relevant.
- 4.3 Fees. Consultant shall submit proposed rates and compensation requirements. Consultant shall detail hourly rates, as well as reimbursement rates for mileage, paperwork and any other charges expected for projects.

5.0 EMPLOYMENT DISCRIMINATION BY RESPONDENT PROHIBITED

During the performance of a contract awarded pursuant to this "Request for Proposal", the Consultant agrees as follows:

- 5.1 The Consultant will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, national origin or any other protected class as defined in State or Federal law. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 5.2 The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant is an equal opportunity employer.
- 5.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

6.0 INSURANCE REQUIREMENTS

- 6.1 The Consultant shall provide at his own expense the following insurance for him/herself and his/her employees in connection with their work under this contract.
 - 6.1.1 Worker's Compensation: Statutory.
 - 6.1.2 General Liability Insurance with minimum combined single limits of \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. The policy shall include the City of Central City, its officers and employees, as additional insured, with primary coverage as respects the City of Central City, its officers and its employees, and shall contain a severability of interests provision.
 - 6.1.3 Professional Liability: Please specify limits available.
- 6.2 The Consultant shall indemnify and hold harmless the City against and from all liability, claims, damages, demands and costs, including attorney fees of every kind and nature and attributable to bodily injury, sickness, disease or death or to damage or destruction of property resulting from or in any manner arising out of, or in connection with, the project and their errors, omissions or negligent performance of the work under this contract.

7.0 AWARD OF CONTRACT

- 7.1 After receipt of proposals, the City will use the following factors in selecting a Consultant:

- 7.1.1 Substantiated representations regarding the Consultant's experience and competence to accomplish the required work as set forth in this RFP.
 - 7.1.2 Clearly demonstrated understanding of the proposed services. Completeness and reasonability of Consultant's plan to provide services as requested.
 - 7.1.3 References.
 - 7.1.4 Fees.
- 7.2 The City of Central reserves the right to reject any or all proposals, to waive informalities or irregularities in the proposals received, and to reject non-conforming, non-responsive, or conditional proposals, and to accept a proposal in whole or in part which, in the City's judgment, best serves the interest of the City of Central City and its citizens.

Consultant must sign below to indicate an understanding of the conditions of the RFP and return with his/her submittal.

**CITY OF CENTRAL CITY
2014 ON-CALL WATER
ENGINEERING SERVICES**

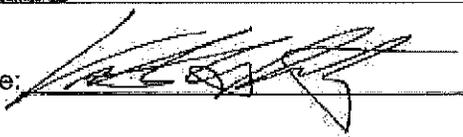
Name of Consultant: WD ENGINEERS, LLC

Address: 5902 GUNBARREL AVE, UNIT A, BOULDER, CO 80301

Phone: 720.331.2332 FAX: _____

Print Name: WILLIAM A. RAATZ

Title: PRINCIPAL

Authorized Signature:  Date: 24 APR 2014

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

- Audit field work took place April 28th through April 30th
- Meetings with City Council and staff
- Worked with Finance Clerk on preparation of quarterly reports for 2nd qtr
- Met with staff and potential developer regarding signing of Consultant Agreement
- Began April Bank reconciliation
- Updated check listing and cash flow report for Council packet
- Correspondence with developers and staff regarding current or potential projects
- Began 1st Qtr financials for staff
- Prepared and filed HUTF annual report
- Drafted Annual Gaming Report
- Worked with City Attorney and prepared Council Action Form and coordinating paperwork for lease purchase of snow plow
- Worked 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

City Clerk's Office

To: Mayor Engels, and City Council

From: Reba Bechtel, City Clerk

Date: May 6, 2014

Re: Bi-weekly Report

- Council minutes and packet prep.
- Liquor renewal issued for Century Casino.
- Met with staff and developer for review of city process.
- Coordinated with consultant for Manager hiring process events,...
- Worked with IT to set up for Skype interviews.

To: Mayor Engels, and City Council

From: Robert Fejeran, City Planner/HPO

Date: May 6, 2014

Re: Bi-weekly Report

Workplan Items in Progress

- **Baseline Services** –
 - ***Permitting:***
 - Minor permits submitted in April
 - ***Land Planning:***
 - IHC PUD application target submittal, May 9th
- **General Planning**
 - Comp Plan process to add two additional meetings (in June and August)
- **Public Works / Infrastructure** –
 - AT&T facility: construction planned for March/April
- **Economic Dev/Grants** –
 - CLG Historic Survey Grant to start in May/June
- **Information Technology** –
- **Project Management** –

To: Mayor Engels, and City Council
From: Shawn Griffith, Utilities Superintendent
Date: May 6, 2014
Re: Bi-weekly Report

- Source Water Protection Plan – The Water Department received an award from CO Rural Water for implementing a successful program for protecting Central City’s source water and intakes. It was a year and a half project.
- Quartz Hill Project is on schedule. The air monitoring 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. The tests are for arsenic, cadmium and lead. CDPHE has an archeologist on site to review any artifacts and will notify the City of any findings before proceeding. Work was temporarily suspended on Wednesday the 23rd while the archeologist examined some disintegrating bricks. He determined there was nothing of value so work resumed.
- Big T Lot Sinkhole – Staff will be meeting with Mark Schlang of Pinnacle (Ameristar) to discuss the Big T repair. Staff is relatively certain that the poor condition of the drainage culvert is contributing to erosion and undermining of Spring St.
- Water Trial (10CW136) – The written findings of the water trial in September 2013 (10CW136) are released and are a matter of public record. If any council member has any questions, I will be happy to review that with you.
- 2014 Consumer Confidence Report – The 2014 CCR is ready to be posted on the Website and in the newspaper. The CCR is extremely positive and **contains no violations**. Staff will have the report posted before June 1.
- Storm Water Master Plan – City crew has been busy cleaning out culverts in preparation for any run off and spring storms. We are also inspecting them so they can be included in the SWMP. On 4/30, JVA and staff conducted a review/inspection on the Eureka Gulch Flume and Big T Flume.
- FEMA – Staff is moving forward with signing and executing the Grant Agreement between FEMA and the City as well as RFP’s for Parkway to be reviewed by attorney before May 20 meeting.

- Chase Dam Repair – Staff met with Department of Natural Resources to review Toe Dam repair and maintenance prints. DNR requested additional data on Dam construction from the water department.
- Young Project – Mr. Young and CDOT have satisfied the City Engineer's and the City permit requirements to haul twin tunnel rock to the MM1 site on Mr. Young's property. The estimated revenue to the City will be \$60-90K.
- Tri-Annual Water System/Distribution State Inspection – Staff has been busy preparing for the inspection that was done on 5/1 for the last month or so. We expect to have written results in 2-3 weeks. Since this is only done every three years, this is the second round for current staff and we expect a better report than previous.

MEMORANDUM

DATE: 1 May 2014
TO: Ron Engels / Mayor
FROM: Gary Allen / Fire Chief
RE: **Activity Report**

The Fire Department has responded to 65 incidents as of 30 April 2014 with 9 incidents being out of city, and of those 5 incidents was for Mutual Aid (MA) to other agencies. Following are the activities the department responded to and conducted for this reporting period.

Wednesday 26 March, 2014 - 21:01 PM / Medical - Residential

Thursday 27 March, 2014 - 12:02 PM / Medical - Residential

Thursday 27 March, 2014 - 14:27 PM / Fire Alarm - 120 Main St.

Friday 28 March, 2014 - 00:32 AM / Fire Alarm - 129 Main St.

Friday 28 March, 2014 - 17:17 PM / Smoke Investigation – 14000 Hwy 119 MA to Timberline Fire.

Tuesday 1 April, 2014 - 11:32 AM / Medical - Residential

Friday 4 April, 2014 - 05:46 AM / Medical - 321 Gregory St.

Friday 11 April, 2014 - 13:11 PM / MVA - Gregory St. & Packard St.

Saturday 12 April, 2014 - 11:40 AM / Fire Alarm - 321 Gregory St.

Sunday 13 April, 2014 - 09:45 AM / MVA - MM 5 CCP

Monday 14 April, 2014 - 10:04 AM / Medical - 321 Gregory St.

Thursday 17 April, 2014 - 15:24 PM / Public Assist , MA to GCSO

Thursday 17 April, 2014 - 18:48 PM / Fire Alarm-Water Flow, 111 Lawrence St.

Friday 18 April, 2014 - 11:26 AM / MVA, in front of 321 Gregory St.

Saturday 19 April, 2014 - 14:46 PM / Fire Alarm – 321 Gregory St.

Sunday 20 April, 2014 - 09:47 AM / Medical - residential

Training

We conducted our joint monthly Medical training with St. Anthony's and Timberline Fire people.

I attended a Fire Investigation and Fire Fatality class in Brighton on 3 & 4 of April.

We conducted monthly Truck & Station Maintenance at Station 2.

We conducted monthly regular department training on Thursday night 17 May, 2014 on May Days and exiting a hazardous atmosphere.

We conducted our annual RT-130 Wildland Refresher training for 2014 on Saturday 5 April at our station 2.

I attended the 87th annual Fire Department Instructor's Conference (FDIC) in Indianapolis, Indiana the week of 7 April through 13.

Meetings

I attended a Council / Staff meetings at City Hall.

Attended a meeting with road rally staff and made site visits for viewing areas.

I attended a pre-season Wildland fire meeting at Gilpin S.O.

I attended an LEPC meeting at the Gilpin S.O.

I attended a Denver Metro Chiefs meeting in Lakewood.

Attended a retirement get together for Chief John Mullin with Littleton Fire.

I attended City Council meetings.

I met with Emily at 127 Main Street on a pre-fire inspection and code questions.

I met with Staff and Joe Behm on a sign.

I attended a meeting with all agencies on the Community Safety Day fair coming up in June at the Gilpin County Fairgrounds.

I attended a State Chiefs meeting in Loveland at the Ranch.

I attended an LEPC meeting at Timberline Station 3 with most all of the agencies.

Apparatus

The yearly ISO pump tests and services are due; we will begin conducting these on 12 May, 2014.

General

While out at FDIC our department was awarded a Bullard Eclipse LD Thermal Imaging Camera (TIC). We were one of three departments to get one. This camera has a value of approximately \$10,000 to \$12,000. I have been trying to acquire 2 TIC's for about 10 years and there is always a budget cut where this equipment then does not become a reality. This is a fantastic award and I thank Bullard for not only having the program but for awarding a camera to us when there are so many departments in the nation. My goal however, was always to have one camera in each station. With this in mind we were awarded \$4,000 through the Alan Green Foundation to be towards this goal. But if we can not get the lease purchase money released, we will have to ask if we can use the money for something else.

We are doing everything we can to help with budget shortfalls and constraints but we are still using antiquated and wore out extrication equipment and our fire personnel are still in 1991 Standard Bunker gear which holds our liability out there a very long way. If someone should get hurt because of a fault of the gear, it would decimate the city's well being. It is imperative that the lease purchase for this equipment be released and allow us to acquire this required safety equipment.

We participated in the Donkey Basketball fund raiser for the school on Thursday 24 April, at the school and our people won both games. So I thank our folks for being community minded and helping out the kids.