

CITY OF CENTRAL, COLORADO
NOTICE OF A SPECIAL MEETING of the CITY COUNCIL to be held on
Tuesday, July 24, 2012 @ 6:00 p.m.
141 Nevada Street, Central City, Colorado
AGENDA

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

6:00pm Council Meeting

1. Call to Order.
2. Roll Call.

Mayor	Ron Engels
Mayor Pro-Tem	Bob Spain
Council members	Bob Giancola
	Shirley Voorhies
	Rita Lee
3. Pledge of Allegiance
4. Additions and/or Amendments to the Agenda.
5. Conflict of Interest.

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 –

6. Approval of Promotional Association/Common Consumption Area for Central City Business Association Inc. (Bechtel)

ACTION ITEMS: NEW BUSINESS –

7. Ordinance No.12-09: An ordinance authorizing the City of Central to enter into a Municipal Lease-Purchase Agreement and related documentation with Ally Financial for the lease and purchase of three 2012 Chevrolet Tahoe trucks for police purposes and declaring an emergency. (Flowers)

COUNCIL COMMENTS - limited to 5 minutes each member.

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

EXECUTIVE SESSION – Pursuant to C.R.S. 24-6-402(4)(f) regarding a personnel matter concerning the city manager review and pursuant to C.R.S. 24-6-402(4)(e) to instruct negotiators concerning City Manager contract.

ADJOURN. Next Council meeting August 7, 2012.



AGENDA ITEM # 6

CITY COUNCIL COMMUNICATION FORM

FROM: Reba Bechtel, City Clerk

DATE: July 24, 2012

ITEM: Application for Promotional Association/Common Consumption Area for Central City Business Association Inc.

NEXT STEP: Council Motion

ORDINANCE
 MOTION
 INFORMATION

- I. **REQUEST OR ISSUE:** Staff is requesting Council approval for the Promotional Association/Common Consumption Area for Central City Business Association Inc.
- II. **RECOMMENDED ACTION / NEXT STEP:** Approve application as stated above.
- III. **FISCAL IMPACTS:** N/A
- IV. **BACKGROUND INFORMATION:** This is a new process for special events that allow the liquor for specified dates and times to be purchased inside the participating businesses and taken out on the street (which is a controlled premise) and into another casino. The liquor premise is shown on the map with the time window to cover moving people off the street after the music ends.
- V. **LEGAL ISSUES:** None
- VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** None
- VII. **SUMMARY AND ALTERNATIVES:**
Council may take one of the following actions:
1. Move to approve the application for Promotional Association/Common Consumption Area.
2. Move to deny the application for Promotional Association/Common Consumption Area.

HOT TIME
Summer City
IN THE City
MORE FUN THINGS TO DO AND A MILE CLOSER

Blues, Brews AND BBQ AUG. 4
FEATURING: TREZ EQUIS, DAVE BOOKER'S BLUES SHOW, AND RIFF RAFF TRIO

Roots Ruckus AUG. 11
FEATURING: THE STONE RIVER BOYS, ETHYL & THE REGULARS, AND ARNIE GREEN

Great Central City Beer Fest AUG. 18
FEATURING: LOS STRAITJACKETS, JEWEL & THE ROUGH, AND RIFF RAFF FAMILY BAND

Higher Ground Music Fest AUG. 24-26
FEATURING: THE EPILOGUES, KINETIX, MTHDS, THE SWAYBACK, KILL PARADISE, JAMES & THE DEVIL BOP SKIZZUM, THE ROYAL HEIST, PLACES, FIERCE BAD RABBIT, DELLA, THE FOOT, THE PHOTO ATLAS BE BRAVE, AND REGRET NIGHT

Grito Central City SEPT. 16
FEATURING: MANUEL MOLINA & HIS LARGE BAND, MARIACHI, AND KIDS ACTIVITIES



PlayCentralCity.com

CITY OF CENTRAL CITY
PROMOTIONAL ASSOCIATION/COMMON CONSUMPTION AREA
CERTIFICATION REQUEST

(June 27, 2012)

Promotional Association Name (exactly as it appears on incorporation documentation): CENTRAL CITY BUSINESS ASSOCIATION INC	
Description of Common Consumption Area Boundaries: MAIN STREET - CITY OF CENTRAL - AND LICENSED EST.	
Mailing Address of Promotional Association: 719 MORNING DOVE LN, GADEN, CO 80401	
Primary Contact: JOE BEHM	
Primary Contact Phone Number: 303-918-1103	Primary Contact Email Address: JBehm99@GMAIL.COM

The following must accompany this Promotional Association/Common Consumption Area Certification Request:

- \$500 for Initial Application Fee; OR
- \$100 for Annual Renewal Fee
- Written Security Plan (include evidence of training and approval of personnel as required under Section 6-207 of the Central City Municipal Code, a detailed description of security arrangements, and the planned location of security personnel within the proposed Common Consumption Area during operating hours)
- Certification or documentation for security personnel and sellers/servers completing required Responsible Vendor Training
- Articles of Incorporation
- Bylaws and Officer/Director Listing (shall include one member of each licensed premises and represent at least two licensed establishments)
- Attached Licensed Establishment Listing (State License number, violation history for preceding two-year period, and any operational agreements)
- Detailed diagram of proposed Common Consumption Area, 8 1/2 x 11 (location and description of physical barriers, entrances and exits, location of attached licensed establishments, and identification of licensed establishments that are adjacent but not attached to the proposed Common Consumption Area)
- Possessory Document for use of the area proposed as Common Consumption Area (lease)
- Proof of Insurance of General Liability and Liquor Liability (naming the City of Central as an additional insured in a minimum amount of \$1,000,000)

Promotional Association/ Common Consumption Area General Guidelines:

- ✓The size of Common Consumption Area is to be contained wholly within an Entertainment District which has been defined by Central City Municipal Code;
- ✓Common Consumption Areas are to be clearly delineated using physical barriers to close the area to motor vehicle traffic and limit pedestrian access;
- ✓Alcohol beverages sold or served within the Common Consumption Area shall be served in a container that is no larger than 16 ounces, is disposable and contains the name of the vendor in at least 24 point font type;
 - ✓The neighborhood will be set by the City Clerk's Office within three to five days from the date of Promotional Association/Common Consumption Area request submittal and will be defined as a ½ mile-radius from the site proposed to be used as a Common Consumption Area;
- ✓Proof of Needs and Desires of the Neighborhood is required as evidenced by petitions, written testimony, verbal testimony at the public hearing, letters of support, etc., and shall be submitted at least eight days prior to the scheduled public hearing. If a petition is chosen as one method of proving the neighborhood needs and desires, the applicant must use petitions provided by the City Clerk's Office;
- ✓Revisions and amendments to this original application for Common Consumption Area Designation shall be reported to the Central City Liquor Licensing Authority and approved using the same procedures under which this original request for certification was made;
- ✓Application for attachment of a licensed establishment to an already certified Common Consumption Area shall include an authorization from the Certified Promotional Association, the name of the representative from the licensed establishment that will be serving on the Board of Directors, and an amended map depicting the licensed establishments that are adjacent to but not attached to the Common Consumption Area;
- ✓The Central City Liquor Licensing Authority shall consider the merits of the application for a Promotional Association of a Common Consumption Area and may refuse to certify or may decertify a Promotional Association if the Association: 1) Fails to submit the annual report as required by January 31st of each year; 2) Fails to establish that the licensed premises and Common Consumption Area can be operated without violating the State or local Liquor Codes or creating a safety risk to the neighborhood; 3) Fails to have at least two licensed establishments attached to the Common Consumption Area; 4) Fails to obtain or maintain a properly endorsed general liability and liquor liability insurance policy that is reasonably acceptable to the Central City Liquor Licensing Authority and names the City as an additional insured; 5) Fails to demonstrate that the use is compatible with the reasonable requirements of the neighborhood or the desires of the adult inhabitants; or 6) Is in violation of 12-47-909, Colorado Revised Statutes, as may be amended from time to time, related to Common Consumption Area operations
- ✓Application for Recertification of a Promotional Association must be made by January 31st of each year

The Common Consumption Area will be open and operational on the following days and hours:

	Mondays	Tuesdays	Wednesdays	Thursdays	Fridays	Saturdays	Sundays
January							
February							
March							
April							
May							
June							
July							
August A, 11, 18						11a-8:00p	
September 16							11a-8:00p
October							
November							
December							

Any deviation from this schedule shall be reported to the City Clerk's Office at least fifteen (15) days prior to the proposed new date and time.

Certification of Applicant

I hereby certify that the information contained in this certification request and all attachments is true, correct, and complete to the best of my knowledge and that it is my responsibility and the responsibility of my agents/employees and Board of Directors to comply with all applicable local and State laws, rules, and regulations as they relate to the serving, selling and distribution of alcohol beverages.



Authorized Signature

ASSOCIATION MANAGER

Title

6.12.12

Date

Report and Approval of the Local Liquor Licensing Authority

Ronald E. Engels, Mayor

City Clerk

Date

Date

Application for establishment and designation of a Common Consumption Area (otherwise known as a CCA), within the City of Central, Central City, Colorado:

- 1) Application and license fee.
 - a. Application fee. \$750
 - b. Copy of articles of incorporation and by-laws.
 - c. List of names of officers and directors of the Promotional Association.
 - d. List of licensed establishment within the CCA.
 - e. Certificates of liability insurance.
- 2) Name, address of all officers of the Promotional Association.
- 3) Neighborhood desires.
- 4) Size of CCA
- 5) Hours, dates and days of operation of the CCA.
- 6) Site plan of CCA.
- 7) Security plan of CCA.
- 8) Signed statement from CCA.
- 9) Documentation evidencing legal authorization of CCA.
- 10) Proof of insurance.

Articles of incorporation and by-laws of the Central City Business Association.

Articles of Incorporation

ARTICLES OF INCORPORATION

OF

The Central City Business Association

The undersigned incorporator(s), a natural person 18 years of age or older, in order to form a corporate entity under Colorado Statutes, adopts the following articles of incorporation.

ARTICLE I

NAME/REGISTERED OFFICE

The name of this corporation shall be the Central City Business Association Inc, located in Central City, Colorado.

ARTICLE II

PURPOSE

This corporation is organized exclusively for charitable, promotional, educational and marketing purposes.

ARTICLE III

EXEMPTION REQUIREMENTS

At all times shall the following operate as conditions restricting the operations and activities of the corporation:

1. No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, trustees, officers, or others private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purpose set forth in the purpose clause hereof.

ARTICLE IV

DURATION

The duration of the corporate existence shall be perpetual.

ARTICLE V

MEMBERSHIP/BOARD OF DIRECTORS

The corporation shall have no members. The management of the affairs of the corporation shall be vested in a Board of Directors, as defined in the corporation's bylaws. No Director shall have any right, title, or interest in or to any property of the corporation.

The number of Directors constituting the first Board of Directors is five, their names being as follows:

Mickey Rosenbaum

Steve Boulter

Ann Dodson

Craig Ramirez

Doug James

Members of the first Board of Directors shall serve until the first annual meeting, at which their successors are duly elected and qualified, or removed as provided in the bylaws.

ARTICLE VI

PERSONAL LIABILITY

No (member) officer, or Director of this corporation shall be personally liable for the debts or obligations of this corporation of any nature whatsoever, nor shall any of the property of the (members) officer, or Directors be subject to the payment of the debts or obligations of this corporation.

ARTICLE VII

DISSOLUTION

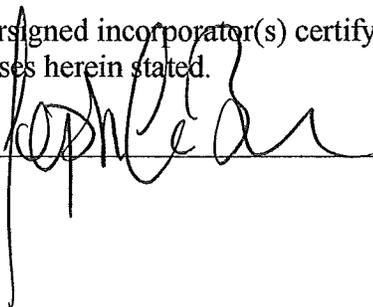
Upon the dissolution of the organization, assets shall be distributed for one or more purposes, or, returned to each Director, as intially invested (or a % thereof).

ARTICLE VIII

INCORPORATOR(S)

The incorporator(s) of this corporation is/are: Mickey Rosenbaum, Steve Boulter, Ann Dodson, Craig Ramirez, Doug James. Joe Behm—Adminstrator and Executive Director / Manager.

The undersigned incorporator(s) certify(ies) that she/he/they execute(s) these articles for the purposes herein stated.



OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

I, Scott Gessler, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Central City Business Association Inc

is a **Nonprofit Corporation** formed or registered on 05/15/2012 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20121269712.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/14/2012 that have been posted, and by documents delivered to this office electronically through 05/15/2012 @ 11:15:32.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 05/15/2012 @ 11:15:32 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 8245553.



A handwritten signature in cursive script, appearing to read "Scott Gessler".

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do>, entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click Business Center and select "Frequently Asked Questions."

ASSOCIATION BYLAWS

Section 1. Authority. The Central City Business Association is a Colorado non-profit corporation, established to serve the City of Central as a Promotional Association.

Section 2. Purpose. It is hereby declared that the Bylaws hereinafter set forth will serve a public purpose.

Section 3. Policies of the Board. It shall be the policy of the Board of Directors ("Board") of the Association, consistent with the availability of revenues, personnel and equipment, to use its best efforts to provide the quality services as authorized by the Board.

Section 4. Board of Directors. All powers, privileges and duties vested in, or imposed upon, shall be exercised and performed by and through the Board, whether set forth specifically or impliedly in these Bylaws. The Board may delegate to officers, employees, and agents of the Association any or all administrative and ministerial powers.

Without restricting the general powers conferred by these Bylaws, it is hereby expressly declared that the Board shall have the following powers and duties:

- a. To confer upon any appointed officer or employee of the board the power to choose, remove or suspend employees or agents upon such terms and conditions as may seem fair and just and in the best interests of the Association
- b. To determine and designate, except as otherwise provided by law or these Bylaws, who shall be authorized to make purchases, negotiate leases for office space, and sign receipts, endorsements, checks, releases and other documents. The Board may, on a limited basis and by resolution, give an Association manager or other appointed signatory the power to sign contracts and other official documents on behalf of the Association.
- c. To create standing or special committees and to delegate such power and authority thereto as the Board deems necessary and proper for the performance of such committee's functions and obligations.
- d. To prepare or cause to be prepared financial reports, covering each year's fiscal activities; and such reports shall be available by approval of the Board.

Section 5. Office.

- a. Business Office. The principal business office of District shall be at 719 Mourning Dove Ln, Golden CO 80401, until otherwise designated by the Board.
- b. Establishing Other Offices and Relocation. The Board, by resolution, may from time to time, designate, locate and relocate its executive and business office and such other offices as, in its judgment, are necessary to conduct the business of the Association.

Section 6. Meetings.

- a. Regular Meetings. Regular meetings of the Board shall be conducted on the as needed basis and held at an office within the City of Central, unless otherwise noticed and posted.
- b. Meeting Public. All meetings of the Board, other than executive sessions, shall be open to the public.
- c. Notice of Meetings. Section 6.a shall constitute formal notice of regular meetings to Board members, and no other notice shall be required to be given to the Board, other than the permanent posting. Written waivers of notice by Board members are not necessary.
- d. Special Meetings. Special meetings of the Board may be called by any one member of the Board upon twenty-four (24) hours written notice, which shall be posted within the Association boundaries.
- e. No Informal Action by Directors/Executive Sessions. All official business of the Board shall be conducted at regular or special meetings. Executive sessions may be called at regular or special meetings, and conducted according to the following guidelines:
 1. Calling the Executive Session. The topic for discussion in the executive session shall be announced in a motion, and the specific statute that authorizes the executive session shall be cited. The matter to be discussed shall be described in as much detail as possible without compromising the purpose of being in executive session. An affirmative vote of two-thirds (2/3rd) of the quorum present shall be required to go into executive session.
 2. Conducting the Executive Session. No adoption of any proposed policy, position, resolution, rule, regulation, or formal action shall take place in an executive session. The discussion in executive

session shall be limited to the reasons for which the executive session was called. An electronic record (such as an audio tape) of the actual contents of the discussion in the executive session shall not be kept.

- f. Adjournment and Continuance of Meetings. When a regular or special meeting is for any reason continued to another time and place, notice need not be given of the continued meeting if the time and place of such meeting are announced at the meeting at which the continuance is taken, except as required by law. At the continued meeting, any business may be transacted which could have been transacted at the original meeting.

- g. Emergency Meetings. Notwithstanding any other provisions in this Section 6, emergency meetings may be called by the Chair or any two (2) Board members in the event of an emergency that requires the immediate action of the Board in order to protect the public health, safety and welfare of the property owners and electors of the Association, without notice if notice is not practicable. If possible, notice of such emergency meeting may be given to the Board by telephone or whatever other means are reasonable to meet the circumstances of the emergency. At such emergency meeting, any action within the power of the Board that is necessary for the immediate protection of the public health, safety and welfare may be taken; provided, however, that any action taken at an emergency meeting shall be effective only until the first to occur of (a) the next regular meeting, or (b) the next special meeting of the Board at which the emergency issue is on the public notice of the meeting. At such subsequent meeting, the Board may ratify any emergency action taken. If any emergency action taken is not ratified, then it shall be deemed rescinded as of the date of such subsequent meeting.

Section 7. Conduct of Business.

- a. Quorum. All official business of the Board shall be transacted at a regular or special meeting at which a quorum (majority) of the Directors shall be present in person or telephonically, except as provided in Section 6.h. above and Section 7.b.

- b. Vote Requirements. Any action of the Board shall require the affirmative vote of a majority of the Directors present and voting. When special or emergency circumstances affecting the affairs of the Association and the health and safety of the Association so dictate, then those Directors available at the time may undertake whatever action is considered necessary and may so instruct the Association's employees, agents and contractors. Such actions shall later be ratified by the Board.

- c. Electronic Signatures. In the event the signature(s) of one or more members of the Board or appointed signatories are required to execute a written document, contract, note, bond, deed, and/or other official papers of the District, and the appropriate individual(s) is unable to be physically present to sign said documentation, such individual or individuals are authorized to execute the documentation electronically via facsimile or e-mail signature, unless said documentation provides otherwise. Any electronic signature so affixed to a document shall carry the full legal force and effect of any original, handwritten signature.
- d. Order of Business. The business of all regular meetings of the Board shall be transacted, as far as practicable, in the following order, and the agenda for such meetings shall describe in as much detail as is possible the topics planned for discussion within each category:
1. Reading and approval, or approval as submitted, of the minutes of the previous meeting;
 2. Approval of bills and appropriations;
 3. Hearings;
 4. Reports of officers, committees and professional consultants;
 5. Unfinished business;
 6. Public input;
 7. New business and special orders;
 8. Executive session, as needed; and
 9. Adjournment
- e. Motions and Resolutions. Each and every action of the Board necessary for the governance and management of the affairs of Association, for the execution of the powers vested in Association, and for carrying into effect, shall be taken by the passage of motions or resolutions.
- f. Minutes. Within a reasonable time after passage, all resolutions, motions and minutes of Board meetings shall be recorded in a visual text format that may be transmitted electronically and kept for that purpose and shall be attested by the Recording Secretary. Minutes of regular sessions shall be available for public review as soon as practicable following acceptance of the minutes by adoption of a motion therefore by the Board.

Section 8. Directors, Officers and Personnel.

- a. Director Qualifications and Terms. Directors shall be members of the Association.
- b. Election of Officers. The Board of Directors shall elect from its membership a Chair and President, Secretary, Treasurer, and Vice President. Each officer so elected shall serve for a term of two (2) years, or as otherwise directed by the Board. Under any circumstance, the term shall continue until the election of his or her successor.
- c. Vacancies. Any vacancy occurring on the Board shall be filled by an affirmative vote of a majority of the remaining Directors.
- d. Chair and President. The Chair shall preside at all meetings. The Chair shall also be the President of the Association. The President is authorized to sign all contracts, deeds, notes, debentures, warrants and other instruments on behalf of the Association.
- e. Vice President. In absence of the Chair, the Vice President shall preside at all meetings.
- f. Secretary. The Secretary shall be responsible for the records.
- g. Additional Duties. The officers of the Board shall perform such other duties and functions as may from time to time be required by the Board.
- h. Manager or Administrator. The Board may appoint a manager or contract with an administrator to serve for such term and upon such conditions, including compensation, as the Board may establish. Such manager or administrator shall have general supervision over the administration of the affairs, employees and business of the Association and shall be charged with the hiring and discharging of employees and the management.

Modification of Bylaws. These Bylaws may be altered, amended or repealed at any regular or special meeting of the Board to become effective immediately or at a subsequent date.

- i. Severability. If any part or provision of these Bylaws is adjudged to be unenforceable or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of these Bylaws, it being the Board's intention that the various provisions hereof are severable.

ADOPTED this 16 day of May, 2012, by the Board of Directors of the Central City Business Association.

Officers and Directors of the Central City Business Association

Mickey Rosenbaum, Century Casino, 102 Main Street, PO Box 307, Central City, CO 80427.

Steve Boulter, Dostal Alley, 114 Main Street, PO Box 412, Central City, CO 80427.

Ann Dodson, Famous Bonanza / Easy Street Casinos, 109 and 120-126 Main Street, PO Box 399, Central City, CO 80427.

Craig Ramirez, Crystal Palace Casino, 118 Main Street, PO Box 279, Central City, CO 80427.

Doug James, Doc Holliday Casino, 129-131 Main Street, PO Box 639, Central City, CO 80427

List of licensed establishments within the CGA:

Century Casino, 102 Main Street, PO Box 307, Central City, CO 80427.

Dostal Alley, 114 Main Street, PO Box 412, Central City, CO 80427.

Famous Bonanza 109 Main Street, PO Box 399, Central City, CO 80427.

Easy Street Casino, 120-126 Main Street, PO Box 399, Central City, CO 80427

Crystal Palace Casino, 118 Main Street, PO Box 279, Central City, CO 80427.

Doc Holliday Casino, 129-131 Main Street, PO Box 639, Central City, CO 80427

(this list of licensed establishments excludes Annie Oakley's as they are off-premise only)

Certificates of liability insurance.

(City named as additional insured to follow—in process)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/12/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

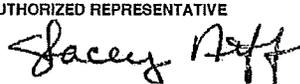
PRODUCER License # 322444 T. Charles Wilson Insurance Service 2260 South Xanadu Way, Suite 280 Aurora, CO 80014	CONTACT NAME: PHONE (A/C, No, Ext): (303) 368-5757	FAX (A/C, No): (303) 872-1947
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Insurance Co.		NAIC # 084
INSURED Central City Business Association Inc. 719 Mournng Dove Lane Golden, CO 80401	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		PHPK894211	7/10/2012	9/16/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 0
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
		<input type="checkbox"/> CLAIMS-MADE					\$
	DED						RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Central is named as Additional Insured with regards to the General Liability policy pertaining to work performed for and by the insured.

CERTIFICATE HOLDER City of Central City PO Box 249 Central City, CO 80427	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



**PHILADELPHIA
INSURANCE COMPANIES**

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

Named Insured: Central City Business Association Inc

Proposal Date: 06/01/2012
Quotation Number: 6218623

LOCATION SCHEDULE

Loc	Bldg				
#	#	Address #1	Address #2	City	St Zip
0001	0001	Main Street		Central City	CO 80227

Name and address of officers of the Promotional Association:

Mickey Rosenbaum, Century Casino, 102 Main Street, PO Box 307, Central City, CO 80427.

Steve Boulter, Dostal Alley, 114 Main Street, PO Box 412, Central City, CO 80427.

Ann Dodson, Famous Bonanza / Easy Street Casinos, 109 and 120-126 Main Street, PO Box 399, Central City, CO 80427.

Craig Ramirez, Crystal Palace Casino, 118 Main Street, PO Box 279, Central City, CO 80427.

Doug James, Doc Holliday Casino, 129-131 Main Street, PO Box 639, Central City, CO 80427

Neighborhood desires:

N/A

Size of CCA:

Square footage of licensed establishments within the CCA (based upon information attached provided by the Gilpin County Assessor's Office) = 74, 973 feet. This meets the statutory requirement.

Size of the CCA on Main Street is two City blocks from the intersection of Lawrence / Eureka to the intersection of Spring / Bridge / Nevada.

Account: R002436

<u>Location</u>	<u>Owner Information</u>	<u>Assessment History</u>
Parcel Number 1835-123-01-164	Owner Name CC TOLLGATE LLC	Actual (2012) \$11,706,300
Tax Area 044 - 44-CC BID - 044	Owner Address PO BOX 307 CENTRAL CITY, CO 80427	Assessed \$3,394,830
Situs Address 102 MAIN ST		Tax Area: 044 Mill Levy: 112.159
Legal Summary S: 12 T: 3S R: 73W Subd: GOLDEN ROSE-TOLLGATE CASINO Lot: 001 & IMPS FORMERLY BLK 2 LOTS 1-12		Type Actual Assessed Acres SQFT Units
Business Name CENTURY CASINO		Improvement \$10,849,720 \$3,146,420 0.000 0.000 0.000
		Land \$856,580 \$248,410 0.000 21285.000 0.000

<u>Transfers</u>	<u>Sale Price</u>	<u>Sale Date</u>	<u>Book Page</u>
	\$0	09/05/2006	
	\$0	11/18/2005	
	\$0	10/28/2005	
	\$0	10/19/2004	

<u>Tax History</u>	<u>Taxes</u>	<u>Images</u>
*2012	\$380,760.72	<ul style="list-style-type: none"> • Photo
2011	\$380,760.72	
* Estimated		



Account: R002788

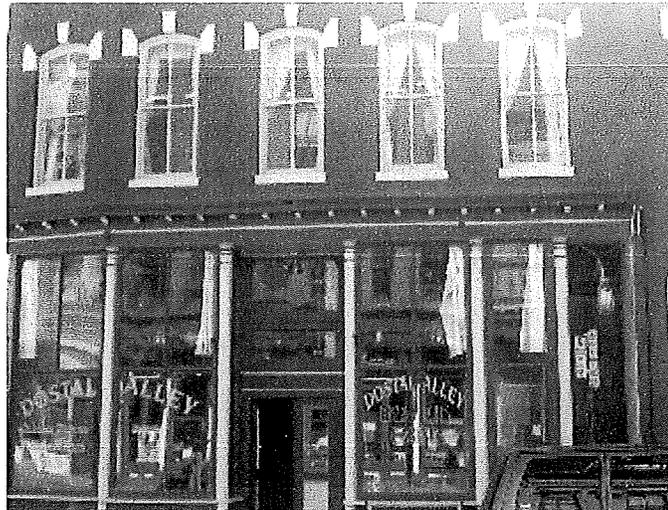
<u>Location</u>	<u>Owner Information</u>	<u>Assessment History</u>
Parcel Number 1835-123-01-124	Owner Name SCHMALZ BRUCE & SANDRA	Actual (2012) \$325,240
Tax Area 044 - 44-CC BID - 044		Assessed \$94,320
Situs Address 114 MAIN ST	Owner Address PO BOX 412 CENTRAL CITY, CO 80427-0412	Tax Area: 044 Mill Levy: 112.159
Legal Summary S: 12 T: 3S R: 73W Subd: CENTRAL CITY Block: 003 Lot: 001 AND:- Lot: 002 & IMPS, (PT DESC 240/299)		Type Actual Assessed Acres SQFT Units
Business Name DOSTAL ALLEY		Improvement \$196,050 \$56,850 0.000 3451.000 0.000
		Land \$129,190 \$37,470 0.000 3076.000 0.000

<u>Transfers</u>	<u>Sale Price</u>	<u>Sale Date</u>	<u>Book Page</u>
	\$685,000	01/13/1992	B: 0520 P: 0248
			B: 0369 P: 0287
			B: 0362 P: 0432
			B: 0335 P: 0441

<u>Tax History</u>	<u>Taxes</u>
*2012	\$10,578.84
2011	\$10,578.84
* Estimated	

Images

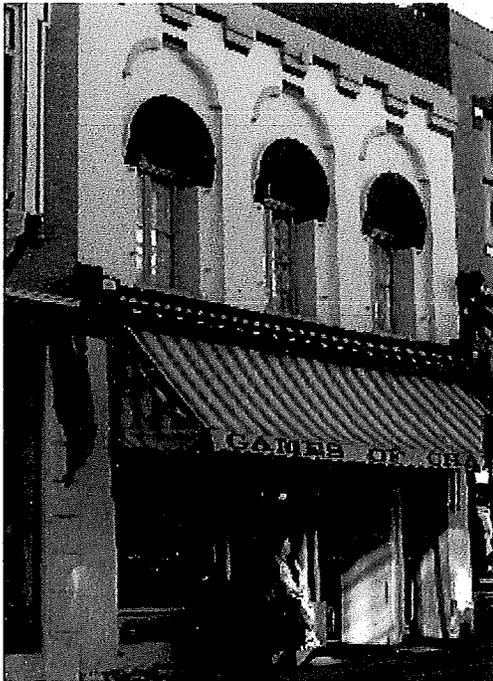
- [Photo](#)



Account: R002527

<u>Location</u>	<u>Owner Information</u>	<u>Assessment History</u>
Parcel Number 1835-120-01-121	Owner Name BLUE SPRUCE INVESTMENT CORP	Actual (2012) \$210,350
Tax Area 044 - 44-CC BID - 044		Assessed \$61,000
Situs Address 109 MAIN ST	Owner Address THE FAMOUS BONANZA CASINO PO BOX 399 CENTRAL CITY, CO 80427-0399	Tax Area: 044 Mill Levy: 112.159
Legal Summary S: 12 T: 3S R: 73W Subd: CENTRAL CITY Block: 001 Lot: 005 & IMPS		Type Actual Assessed Acres SQFT Units
Business Name		Improvement \$116,900 \$33,900 0.000 2803.000 0.000
		Land \$93,450 \$27,100 0.000 2225.000 0.000

<u>Transfers</u>		<u>Sale Price</u>	<u>Sale Date</u>	<u>Book Page</u>
		\$1,580,000	11/19/1993	B: 0580 P: 0351
		\$85,000	11/22/1991	B: 0553 P: 0427
				B: 0518 P: 0464
				B: 0306 P: 0482

<u>Tax History</u>		<u>Images</u>
Tax Year	Taxes	● Photo
*2012	\$6,841.68	
2011	\$6,841.68	
* Estimated		

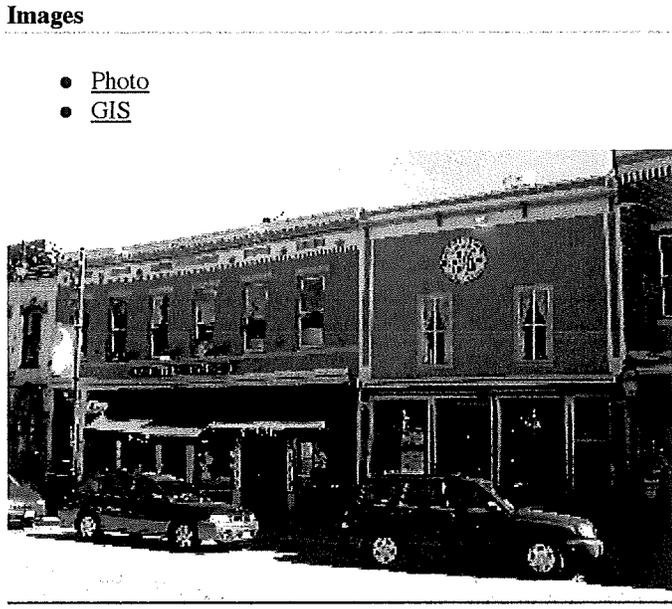
Account: R002339

Location	Owner Information	Assessment History																		
Parcel Number 1835-123-01-132 Tax Area 044 - 44-CC BID - 044 Situs Address 120-126 MAIN ST 126 MAIN ST Legal Summary S: 12 T: 3S R: 73W Subd: CENTRAL CITY Block: 003 Lot: 018 THRU:- Lot: 021 AND:- Lot: 006 THRU:- Lot: 008 219/35 & 194/200 , (PT OF LT 8 DESC 254/452) Business Name EASY STREET CASINO	Owner Name BLUE SPRUCE INVESTMENT CORP Owner Address G F GAMING PO BOX 399 CENTRAL CITY, CO 80427-0399	Actual (2012) \$1,066,990 Assessed \$309,430 Tax Area: 044 Mill Levy: 112.159 <table border="1"> <thead> <tr> <th>Type</th> <th>Actual</th> <th>Assessed</th> <th>Acres</th> <th>SQFT</th> <th>Units</th> </tr> </thead> <tbody> <tr> <td>Improvement</td> <td>\$745,020</td> <td>\$216,060</td> <td>0.000</td> <td>7613.000</td> <td>0.000</td> </tr> <tr> <td>Land</td> <td>\$321,970</td> <td>\$93,370</td> <td>0.000</td> <td>7666.000</td> <td>0.000</td> </tr> </tbody> </table>	Type	Actual	Assessed	Acres	SQFT	Units	Improvement	\$745,020	\$216,060	0.000	7613.000	0.000	Land	\$321,970	\$93,370	0.000	7666.000	0.000
Type	Actual	Assessed	Acres	SQFT	Units															
Improvement	\$745,020	\$216,060	0.000	7613.000	0.000															
Land	\$321,970	\$93,370	0.000	7666.000	0.000															

Transfers	Sale Price	Sale Date	Book Page
	\$600,000	08/07/2000	B: 0700 P: 0154
	\$2,140,000	02/18/1998	B: 0636 P: 0160
	\$8,921,400	04/21/1993	B: 0541 P: 0366
	\$4,000,000	05/31/1991	B: 0512 P: 0423

Tax History	Tax Year	Taxes
	*2012	\$34,705.36
	2011	\$34,705.36

* Estimated



Account: R002553

<u>Location</u>	<u>Owner Information</u>	<u>Assessment History</u>
Parcel Number 1835-123-01-134	Owner Name DAVIS CHADE & TASSY L & CLAUD E & VIRGINIA R	Actual (2012) \$611,950
Tax Area 044 - 44-CC BID - 044	Owner Address PO BOX 848 FOREST GROVE, OR 97116	Assessed \$177,470
Situs Address 118 MAIN ST		Tax Area: 044 Mill Levy: 112.159
Legal Summary S: 12 T: 3S R: 73W Subd: CENTRAL CITY Block: 003 Lot: 022 AND:- Lot: 023 & IMPS		Type Actual Assessed Acres SQFT Units
Business Name		Improvement \$526,900 \$152,810 0.000 4614.000 0.000
		Land \$85,050 \$24,660 0.000 2025.000 0.000

<u>Transfers</u>		
<u>Sale Price</u>	<u>Sale Date</u>	<u>Book Page</u>
\$1,500,000	11/12/2008	
\$0	07/30/2007	
	11/22/1998	B: 0653 P: 0419
	04/22/1998	B: 0644 P: 0248

<u>Tax History</u>	
<u>Tax Year</u>	<u>Taxes</u>
*2012	\$19,904.84
2011	\$19,904.84

- Images**
- [Photo](#)
 - [GIS](#)

* Estimated



Account: R002359

<u>Location</u>	<u>Owner Information</u>	<u>Assessment History</u>																		
Parcel Number 1835-123-01-144 Tax Area 044 - 44-CC BID - 044 Situs Address 131 MAIN ST Legal Summary S: 12 T: 3S R: 73W Subd: CENTRAL CITY Block: 001 Lot: 014 THRU:- Lot: 017 (PT OF LT 17) & IMPS Business Name DOC HOLLIDAY	Owner Name CENTRAL CITY LLC A DELAWARE LIMITED LIABILITY COMPANY In Care Of Name CORPORATION TRUST CENTER Owner Address PO BOX 639 CENTRAL CITY, CO 80427	Actual (2012) \$1,056,710 Assessed \$306,450 Tax Area: 044 Mill Levy: 112.159 <table border="1"> <thead> <tr> <th>Type</th> <th>Actual</th> <th>Assessed</th> <th>Acres</th> <th>SQFT</th> <th>Units</th> </tr> </thead> <tbody> <tr> <td>Improvement</td> <td>\$762,330</td> <td>\$221,080</td> <td>0.000</td> <td>8045.000</td> <td>0.000</td> </tr> <tr> <td>Land</td> <td>\$294,380</td> <td>\$85,370</td> <td>0.000</td> <td>7009.000</td> <td>0.000</td> </tr> </tbody> </table>	Type	Actual	Assessed	Acres	SQFT	Units	Improvement	\$762,330	\$221,080	0.000	8045.000	0.000	Land	\$294,380	\$85,370	0.000	7009.000	0.000
Type	Actual	Assessed	Acres	SQFT	Units															
Improvement	\$762,330	\$221,080	0.000	8045.000	0.000															
Land	\$294,380	\$85,370	0.000	7009.000	0.000															

<u>Transfers</u>															
<table border="1"> <thead> <tr> <th>Sale Price</th> <th>Sale Date</th> <th>Book Page</th> </tr> </thead> <tbody> <tr> <td></td> <td><u>06/28/2006</u></td> <td></td> </tr> <tr> <td></td> <td><u>09/04/2003</u></td> <td></td> </tr> <tr> <td></td> <td><u>06/18/2003</u></td> <td></td> </tr> <tr> <td></td> <td><u>06/03/2003</u></td> <td></td> </tr> </tbody> </table>	Sale Price	Sale Date	Book Page		<u>06/28/2006</u>			<u>09/04/2003</u>			<u>06/18/2003</u>			<u>06/03/2003</u>	
Sale Price	Sale Date	Book Page													
	<u>06/28/2006</u>														
	<u>09/04/2003</u>														
	<u>06/18/2003</u>														
	<u>06/03/2003</u>														

<u>Tax History</u>	
Tax Year	Taxes
*2012	\$34,371.12
2011	\$34,371.12
* Estimated	

Images

- [Photo](#)



Account: R002475

<u>Location</u>	<u>Owner Information</u>	<u>Assessment History</u>																		
Parcel Number 1835-123-01-143	Owner Name CENTRAL CITY LLC A	Actual (2012) \$769,890																		
Tax Area 044 - 44-CC BID - 044	DELAWARE LIMITED LIABILITY COMPANY	Assessed \$223,260																		
Situs Address 129 MAIN ST	In Care Of Name CORPORATION TRUST CENTER	Tax Area: 044 Mill Levy: 112.159																		
Legal Summary S: 12 T: 3S R: 73W Subd: CENTRAL CITY Block: 001 Lot: 011 THRU:- Lot: 013 & IMPS	Owner Address PO BOX 639 CENTRAL CITY, CO 80427	<table border="1"> <thead> <tr> <th>Type</th> <th>Actual</th> <th>Assessed</th> <th>Acres</th> <th>SQFT</th> <th>Units</th> </tr> </thead> <tbody> <tr> <td>Improvement</td> <td>\$530,740</td> <td>\$153,910</td> <td>0.000</td> <td>10645.000</td> <td>0.000</td> </tr> <tr> <td>Land</td> <td>\$239,150</td> <td>\$69,350</td> <td>0.000</td> <td>5694.000</td> <td>0.000</td> </tr> </tbody> </table>	Type	Actual	Assessed	Acres	SQFT	Units	Improvement	\$530,740	\$153,910	0.000	10645.000	0.000	Land	\$239,150	\$69,350	0.000	5694.000	0.000
Type	Actual	Assessed	Acres	SQFT	Units															
Improvement	\$530,740	\$153,910	0.000	10645.000	0.000															
Land	\$239,150	\$69,350	0.000	5694.000	0.000															
Business Name DOC HOLLIDAY																				

<u>Transfers</u>	<u>Sale Price</u>	<u>Sale Date</u>	<u>Book Page</u>
		<u>06/28/2006</u>	
		<u>06/18/2003</u>	
		<u>06/03/2003</u>	
		<u>06/13/2003</u>	

<u>Tax History</u>	<u>Tax Year</u>	<u>Taxes</u>
	*2012	\$25,040.60
	2011	\$25,040.60

Images

- [Photo](#)
- [GIS](#)

* Estimated



Hours, dates and times of operation of the CGA:

August 4-11-18 and September 16, from 11am to 7:30pm (events begin at 11am and end at 7pm).

Also, the Promotional Association may request to hold additional events from time-to-time, following the procedures outlined in the establishing Ordinance.

Site plan of CGA:

EUREKA ST

LAWRENCE STREET

FAMOUS BANANZA

DOC HOLIDAYS

~~XXXXXXXXXX~~
SECURITY CHECKPOINT

MAIN STREET
(EMERGENCY VEHICLES ONLY)

CENTURY CASINO

SECURITY CHECKPOINT
~~XXXXXXXXXX~~

GREGORY STREET

EPSY STREET CRYSTAL PALM - DOSTAL

~~XXXXXXXXXX~~
SECURITY CHECKPOINT

SPRING STREET

NEVADA ST

Security plan of CGA:

Four security team members will be retained by the Promotional Association throughout the duration of each event and will arrive approximately ½ hour prior to the start of each event and receive the daily instructions. These officers include three officers and one supervisor. The three officers will be required to remain at each of the ingress/ egress points, directing pedestrians and monitoring the points ensuring no outside alcohol is brought in and no CCA alcohol leaves. The Supervisor will act as break officer and also “roam” the CCA (outdoors) monitoring consumption and checking for wristbands. Any abuse of consumption and the officers have the obligation to remove the patron’s wristband and proceed with cut-off.

Staff Pro will handle the security, see attached information including TIPS training certificate. All Staff Pro officers will be TIPS or TEAM trained in accordance with Colorado statute.

Each of the licensed premises shall, as per Colorado Division of Gaming, State and Local regulatory jurisdictions require, the serving and consumption of alcoholic beverages. ALL CCA consumers of alcohol intended to go into the outdoor CCA, MUST have a wristband on to consume on Main Street. Wristbands will be processed at each of the Promotional Association retailers..

All consumption of CCA alcohol out on Main Street must be done out of authorized cups as distributed by the licensed establishments.

The Promotional Association will also have a minimum of two on-hand volunteers and Staff to assist with crowd control, information etc.

Signage at each ingress / egress will clearly state “entering CCA, no outside alcohol allowed / existing CCA, no outside alcohol allowed to leave the premise.”

Bins will also be provided at each security checkpoint to collect prohibited items.

CERTIFICATE OF COMPLETION

THIS AWARD CERTIFICATE CERTIFIES

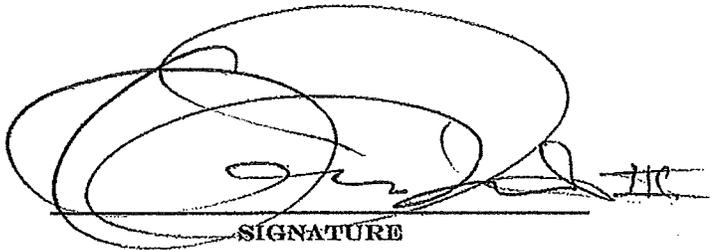
David E. Geck, Staff Pro Inc.

HAS SUCCESSFULLY COMPLETED

eTIPS On Premise Training 2.0

June 21, 2012

DATE



SIGNATURE

Division Representative

TITLE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/30/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-818-539-2300 Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. License #0726293 505 North Brand Boulevard, Suite 600 Glendale, CA 91203-3944	CONTACT NAME: PHONE (A/C No. Ext): E-MAIL ADDRESS: GRM_certificates@ajg.com		FAX (A/C No):
	INSURER(S) AFFORDING COVERAGE		
INSURED Staff Pro, Inc. 15272 Newsboy Circle Huntington Beach, CA 92649	INSURER A: ZURICH AMER INS CO		NAIC # 16535
	INSURER B: EMPLOYERS FIRE INS CO		20648
	INSURER C: AMERICAN GUAR & LIAB INS		26247
	INSURER D: ONEBEACON AMER INS CO		20621
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 27411475

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PRA 9699175-00	06/01/12	06/01/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
						\$	
B	AUTOMOBILE LIABILITY			CA00449-02	06/01/12	06/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
						HAPD Comp/Coll \$ 1,000 Ded	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			UMB 9467399-00	06/01/12	06/01/13	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			406-02-86-20-0003	06/01/12	06/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Insurance with respects to operations of the named insured.

CERTIFICATE HOLDER**CANCELLATION**

To Whom It May Concern	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Alan Ben Cabrita</i>

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Signed statement:

I do hereby submit the attached application and do not know of any reason that the CCA should not be established for use by the Central City Business Association for the purposes stated within. Further, to the best of my knowledge, all Promotional Association members are in good standing with the local licensing authority.

A handwritten signature in black ink, appearing to read "Joe Behm". The signature is written in a cursive style with a large, stylized "B".

Joe Behm
Central City Business Association Inc

Documentation evidencing the legal authorization of the CGA:

By City Ordinance.

Proof of insurance:

City of Central and Central City BID, both additional insured.



AGENDA ITEM #7

CITY COUNCIL COMMUNICATION FORM

FROM: Shannon Flowers, Finance Director
Terry Krelle, Chief of Police

DATE: July 19, 2012

ITEM: Ordinance 12-09, An Ordinance Authorizing the City of Central to Enter into a Municipal Lease Purchase Agreement and Related Documentation with Ally Financial for the Lease and Purchase of Three 2010 Chevrolet Tahoe Trucks for Police Purposes and Declaring an Emergency

NEXT STEP: Make a motion to approve Ordinance 12-09 and set a Public Hearing on the same for August 7, 2012

ORDINANCE
 MOTION
 INFORMATION

- I. **REQUEST OR ISSUE:** On February 21, 2012 City Council approved the purchase of three (3) new Chevrolet Tahoes for the Police Department. Council was asked to approve the purchase of the vehicles prior to the approval of the lease-purchase documents as the delivery time for the vehicles was at least sixty (60) days. Council approved the purchase order in the amount of \$95,499.

The City has secured financing with Ally Financial for the purchase of these three (3) new vehicles as follows: three (3) Chevrolet Tahoes. The total financed price for the lease purchase of the above is \$95,499. The annual interest rate is 6.14% and the term of the financing is three (3) years. Each annual payment will be \$33,747.59. This purchase adheres to the adopted funding allocations for vehicles and equipment in the Police Department under line item 01-421-7420 Lease Purchase Payments (budgeted amount of \$40,000).

Due to internal issues, it took Ally much longer than expected to review and approve the lease-purchase documents prepared by the City's legal counsel. Because of this delay on Ally's part, the vehicles are already on the ground and

ready to be delivered and taken for upfitting of equipment. As the Police Department's current fleet is old and continually in need of repair, it is extremely important that the City be able to take delivery of the vehicles as soon as possible. For this reason, Ordinance 12-09 also declares an that an emergency exists due to the state of the Police Department's fleet. This will allow Ordinance 12-09 to become effective immediately upon adoption and makes it legal for the City to accept delivery of the vehicles immediately.

A public hearing and second reading will still be held on Ordinance 12-09. The emergency provision only allows the Ordinance to become effective immediately.

II. **RECOMMENDED ACTION / NEXT STEP:** Make a motion to approve Ordinance 12-09 and set a public hearing for August 7, 2012.

III. **FISCAL IMPACTS:** The total amount being financed for these vehicles is \$95,499. The total amount of interest to be paid over the term of the lease purchase is \$5,743.77. Funding for this lease purchase will come out of the General Fund, Police Department under line items 01-421-7420 Lease Purchase Payments (budgeted amount of \$40,000).

Based on annual appropriation in the budget each of the three (3) payments will be \$33,747.59 annually with a 6.14% interest rate as state above.

The funding for upfitting these vehicles will come out of the General Fund, Police Department under line item 01-421-7432 (budgeted amount of \$50,000). The costs associated with upfitting are not leased and/or financed but purchased out right.

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

V. **LEGAL ISSUES:** The City Attorney is in the process of reviewing the Lease Purchase Agreement and drafted Ordinance 12-01. There are no legal issues.

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 12-09 and set a public hearing for August, 2012
2. Make a motion approving Ordinance 12-09 with revisions and set a public hearing for August 7, 2012
3. Table this item

**STATE OF COLORADO
CITY OF CENTRAL
ORDINANCE NO. 12-09**

**AN ORDINANCE AUTHORIZING THE CITY OF CENTRAL TO
ENTER INTO A MUNICIPAL LEASE-PURCHASE AGREEMENT AND
RELATED DOCUMENTATION WITH ALLY FINANCIAL FOR THE
LEASE AND PURCHASE OF THREE 2012 CHEVROLET TAHOE
TRUCKS FOR POLICE PURPOSES AND DECLARING AN
EMERGENCY**

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

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

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

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

WHEREAS, an emergency necessary for the immediate preservation of public property, health, peace, safety and the financial well-being of the City exists in that the condition of the City’s current fleet of public safety vehicles has deteriorated and adoption of this Ordinance must occur in order for the City to take immediate possession of the vehicles, which are ready for delivery, for immediate use in public safety services.

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

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

- (a) The complete and correct name of the Lessee is the City of Central, a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws and regulations of the State of Colorado with the full power and authority to own its properties and to transact the business and activities in which it is presently engaged or presently proposes to engage. This governmental entity does not do business under any other assumed business names.

- (b) Lessee maintains an office at 141 Nevada Street, P.O. Box 249, Central City, CO 80427-0249.
- (c) Lessee covenants that it will perform all acts within its power which are or may be necessary to insure the maintenance of its legal status as being a duly organized and existing entity under the laws of the state, which status is the basis for the interest portion of the rental payments coming due under the Agreement to at all times remain exempt from federal income taxation under the laws and regulations of the United States of America as presently enacted and construed or as hereafter amended.
- (d) The acquisition of the Equipment, under the terms and conditions provided for in the Lease/Purchase Agreement, including the grant of any security interest in such Equipment as required by such Lease/Purchase Agreement, is necessary, convenient, in the furtherance of, and will at all times be used in connection with, Lessee's governmental and proprietary purposes and functions and are in the best interests of Lessee, and no portion of the Equipment will be used directly or indirectly in any trade or business carried on by any person other than a governmental unit of the state on a basis different from the general public.
- (e) The meetings at which this ordinance was considered and the City Council took action to adopt were properly noticed and conducted as open meetings in accordance with Colorado law.
- (f) There are no legal or governmental proceedings or litigation pending against the Lessee which might adversely affect the transactions contemplated in or the validity of the Lease/Purchase Agreement.

Section 2. The terms of said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the Equipment described therein.

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

Signature of Party to Sign Agreement and Exhibits
Ronald E. Engels, Mayor

Section 4. Severability. If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

Section 5 Emergency Declared. An emergency for the immediate passage of this Ordinance exists in that the City's current fleet of public safety vehicles has deteriorated and adoption of this Ordinance must occur in order for the City to take immediate possession of the vehicles, which are ready for delivery, for immediate use in public safety services. .

Section 6. Effective Date. In accordance with Section 5.11 of the City Charter, this Ordinance shall become effective immediately upon adoption on first reading, subject to subsequent enactment as a non-emergency ordinance in accordance with Section 5.11(b) of the City Charter.

INTRODUCED, READ AND ADOPTED as an emergency ordinance on first reading at the special meeting of the City Council of the City of Central on the 24th day of July, 2012, at Central City, Colorado.

CITY OF CENTRAL, COLORADO

Ronald E. Engels, Mayor

Approved as to form:

Linda Michow, City Attorney

ATTEST:

Reba Bechtel, City Clerk

POSTED AND PUBLISHED IN FULL FOLLOWING ADOPTION BY EMERGENCY ON FIRST READING in the Weekly Register Call newspaper on _____, 2012.

CITY OF CENTRAL, COLORADO

Ronald E. Engels, Mayor

ATTEST:

Reba Bechtel, City Clerk

Exhibit A
Municipal Lease Purchase Agreement

INSTRUCTIONS FOR COMPLETING THE ALLY MUNICIPAL LEASE AGREEMENT

Outlined below are the instructions to properly complete the Agreement.

1. First payment of \$33747.59 will be due upon delivery. Dealer should keep the first payment.
2. Proceeds in the amount of \$ 62706.40 should be drafted or Smartcashed. This amount includes Dealer Commission of \$954.99.
3. Please have the Municipal Official SIGN and DATE the signature lines on the right side of:
 - a. Page 5 (only the top right signature line);
 - b. the Municipal Certificate; Page 6;
 - c. the Delivery & Acceptance Certificate; Page 7; and
 - d. the Schedule B - Amortization Schedule; Page 8.The Municipal Official is the person who has the authority to obligate the municipality.
4. The Attorney for the Municipality must sign and date the Opinion of Counsel on the bottom right side of page 5.
5. A person (other than the authorized Municipal Official) must sign on the left side of the Municipal Certificate - Page 6 to Attest to the truth of the statement. Also, write or type the name of the authorized Municipal Official in the first blank spot on Page 6.
6. Fill in the Equipment Location on the Delivery & Acceptance Certificate. This is the address where the vehicle will be garaged.
7. Leave all Ally signature spots blank; an Ally representative will sign there.

IMPORTANT: Vehicles must be titled in the NAME of the MUNICIPALITY with Ally Financial P.O. Box 23020, Jacksonville, FL, 32241 recorded as LIENHOLDER.

Once the Agreements have been executed as outlined above (with no alteration), forward both originals to Ally Contract Processing Center at 2911 Lake Vista Dr, Lewisville, TX 75067 with the following:

- a copy of the application(s) for title
- a copy of the manufacturer's invoice(s), chassis & body (if applicable)
- evidence of insurance, form 685 DLP
- a signed Ally Financial Credit Application

If you have any questions, please call me at 1-800-471-4622

MUNICIPAL LEASE-PURCHASE AGREEMENT

LESSEE: City of Central, Gilpin County, Colorado

LESSOR: Ally Financial

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the Equipment described in any Delivery and Acceptance Certificate now or hereafter attached hereto ("Equipment") in accordance with the following terms and conditions of this Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The initial term of this Lease will commence on the date the Equipment is accepted pursuant to Section 3 hereunder and shall terminate at 12:00 midnight of the last day of Lessee's current fiscal year. The annual renewal of the lease term for additional one year renewal terms until completion of the full term as set forth in Schedule B attached hereto and the obligation to pay Lease Payments hereunder shall occur automatically subject to optional annual appropriation by the Lessee pursuant to Section 5 of this Lease.

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, equal to the amounts specified in the Delivery and Acceptance Certificate and Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence upon acceptance of the vehicle(s) and continue on the same date periodically thereafter for the number of time periods reflected on the Delivery and Acceptance Certificate. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments for the then effective term will be absolute and unconditional in all events and will not be subject to any setoff, defense, counterclaim, or recoupment for any reason whatsoever including, without limitation, any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the Lease Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard, Lessee represents that the use of the Equipment is essential to its proper, efficient and economic operation. Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

3. DELIVERY AND ACCEPTANCE. Lessee, or if Lessee so requests, Lessor, will cause the Equipment to be delivered to Lessee at the location specified in the Delivery and Acceptance Certificate ("Equipment Location"). Lessee will pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor as attached hereto.

4. DISCLAIMER OF WARRANTIES. Lessee acknowledges and agrees that the Equipment is of a size, design and capacity selected by Lessee, that Lessor is neither a manufacturer nor a vendor of such equipment, and that LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO, AND LESSOR SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT AND THE MAINTENANCE THEREOF. Lessor hereby assigns to Lessee during the Lease Term, so long as no Event of Default has occurred hereunder and is continuing, all manufacturer's warranties, if any, expressed or implied with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessee's sole remedy for the breach of any such manufacturer's warranty shall be against the manufacturer of the Equipment, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Lease, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the manufacturer of the Equipment.

5. NON-APPROPRIATION OF FUNDS; NON-SUBSTITUTION. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee payable in the Lessee's current Fiscal Year and not in any other Fiscal Year so as to be construed as multiple Fiscal Year direct or indirect debt or other financial obligation and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for Lease Payments due under this Lease, Lessee will immediately notify the Lessor or its assignee of such occurrence and this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments herein

agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its assignee on the date of such termination.

Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment performing functions similar to the Equipment for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter, and (ii) that it will not during the Lease Term give priority in the application of funds to any other functionally similar equipment. This paragraph will not be construed so as to permit Lessee to terminate this Lease in order to acquire or lease any other equipment or to allocate funds directly or indirectly to perform essentially the same application for which the Equipment is intended.

6. CERTIFICATION AND AUTHORIZATION. Lessee represents, covenants and warrants that it is a state, or a political subdivision thereof, or that Lessee's obligation under this Lease constitutes an obligation issued on behalf of a state or political subdivision thereof, such that any interest derived under this Lease will qualify for exemption from Federal income taxes under Section 103 of the Internal Revenue Code. Lessee further warrants that this Lease represents a valid deferred payment obligation for the amount herein set forth of a Lessee having legal capacity to enter into the same and is not in contravention of any Town, City, District, County, or State statute, rule, regulation, or other governmental provision. In the event that a question arises as to Lessee's qualification as a political subdivision, Lessee agrees to execute a power of attorney authorizing Lessor to make application to the Internal Revenue Service for a letter ruling with respect to the issue. Lessee agrees that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon acceptance of the Equipment by Lessee hereunder, title to the Equipment will vest in Lessee subject to Lessor's rights under this Lease, provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its assignee without any action by Lessee and Lessee shall immediately surrender possession of the Equipment to Lessor. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom, (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest, and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments in form satisfactory to Lessor necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer for the Equipment and shall comply with all laws, ordinances, insurance policies regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee, at its expense will keep the Equipment in good working order and repair and furnish all parts, mechanisms and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, or if the Equipment consists of rolling stock, its permanent base will not be changed from the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment location or elsewhere during reasonable business hours to inspect the equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges, and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor.

12. RISK OF LOSS; DAMAGE; DESTRUCTION. Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any Item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any Item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, will either (a) replace the same with like Equipment in good repair, or (b) on the next Lease Payment date, pay Lessor: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease Payment due on such date, and (ii) an amount equal to the applicable Customers Balance set forth in Schedule B. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Customers Balance to be made by Lessee with respect to the Equipment which has suffered the event of loss.

13. PERSONAL PROPERTY. The Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of interest in the Equipment from any party having an interest in such real estate or building.

14. INSURANCE. Lessee, will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the

Equipment in such amounts, covering such risks, and with such insured as shall be satisfactory to Lessor, or, with Lessor's consent may self-insure against any or all such risks. In no event will the insurance limits be less than the amount of the then applicable Customers Balance with respect to such Equipment. Each insurance policy will name Lessee as an insured and Lessor or its assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its assigns as their interest may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation related thereto.

15. INDEMNIFICATION: To the extent allowed by law, Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorney's fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use operation, rejection, or return and the recovery of claims under insurance policies thereon. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the termination of the Lease for any reason.

16. ASSIGNMENT AND SUBLEASE.

(a) Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, or grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. No assignment or sublease shall relieve the Lessee of any of its obligations or duties hereunder, which shall remain those of a principal and not a guarantor.

(b) Lessor shall not assign, transfer, pledge, or dispose of this Agreement or any interest therein, whether as security for any of its indebtedness or otherwise. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

17. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect; (iv) proceedings under any bankruptcy,

insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

18. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare an amount equal to all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable as allowed by law and subject to appropriation, (ii) by written notice to the Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other payments due to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the State of Colorado or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

19. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that there is no Event of Default, or an event which with notice to lapse of time, or both, could become an Event of Default, then existing, Lessee will have the right to purchase the Equipment on any Lease Payment due date by paying to Lessor, on such date, the Customers Balance amount set forth opposite the appropriate number of payments made as reflected on Schedule B to the Lease. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

20. REPORTING REQUIREMENTS. Lessee agrees to comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"). In the event Lessor, solely on account of Lessee's failure to comply with such information reporting requirements, is not entitled to treat the Lease Payments and the Customers Balances received from Lessee hereunder as interest and principal payments on a state or local bond, the interest of which is exempt from Federal income tax under Section 103(a) of the Code, then Lessee shall pay to Lessor, as additional rentals, a sum which, after deduction of all taxes which are or will be payable by Lessor in respect of the receipt thereof under the Laws of the United States or any

state or local government or taxing authority in the United States, or under the laws of any taxing authority or political or governmental subdivision of a foreign country, shall be equal to the additional Federal income tax which is or will be payable by Lessor as a result of the loss of such interest exemption, together with any interest, addition to tax or penalty which may be assessed by the United States Government against Lessor in connection with the loss of such interest exemption, which amounts shall be payable on written demand by Lessor, together with interest thereon at the highest lawful rate from the date of payment of the additional Federal income tax to the date of payment by Lessee.

21. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five (5) days subsequent to mailing.

22. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

23. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of Colorado.

24. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

25. ENTIRE AGREEMENT; WAIVER. This Lease, together with the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

(Lessor) Ally Financial

(Lessee) CITY OF CENTRAL
141 Nevada St
Central City, CO 80427

By: _____
Title: _____
Date: _____

By: _____
Title: Ronald E. Engels, Mayor
Date: _____

Attest

By: _____
Reba Bechtel, City Clerk

LEGAL OPINION OF COUNSEL

[Date]

Ally Financial
P.O. Box 660208,
Dallas, T., 75266

RE: Municipal lease/purchase of three 2012 Chevrolet Tahoe vehicles

Gentlemen:

As legal counsel to the City of Central, Colorado, (the "Lessee"), we have examined (1) an executed counterpart of a certain Municipal Lease Purchase Agreement (the "Lease") dated _____, 2012, by and between Ally Financial, as Lessor, and the Lessee, which, inter alia, provides for the lease and sale to and purchase by the Lessee of certain motor vehicle equipment (the "Equipment"), (2) an executed counterpart of Ordinance No. 12-09 dated July 24, 2012, of the Lessee which, inter alia, authorizes the Lessee to execute the Lease and (3) such other opinions, documents and matters of law as we have deemed necessary in connection with the following opinions.

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 connection herewith, we have assumed, without independent verification or investigation as to the same: (1) the genuineness and authenticity of all documents submitted to us as originals; (2) the originality and conformance to the originals of all photocopies provided to us in connection with rendering this opinion; (3) that the signatures of persons signing all documents in connection with which this opinion is rendered are genuine and are authorized by the entity on whose behalf such persons have signed, provided, however, that no such assumptions as to such authorization are made as to signatures on behalf of the Lessee; and (4) that all parties to the documents reviewed by us have full power and authority, and have obtained all consents and/or approvals necessary to execute, deliver and perform thereunder, and all such documents have been duly authorized by all necessary corporate or other action on the part of such parties, have been duly executed by such parties and have been duly delivered by such parties.

Based upon the foregoing, it is our opinion that:

(i) the Lessee is a tax-exempt entity under Section 103 of the Internal Revenue Code; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee; (iii) upon its execution by Lessor, the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms and all statements contained in the Lease and all related instruments are true; and (iv) the

Uniform Commercial Code of the state of Colorado, where the Equipment is located, will govern the method of perfecting Lessor's security interest in the Equipment.

This opinion is rendered on the basis of Federal law and the laws of the State of Colorado as enacted and construed on the date hereof. We express no opinion as to any matter not set forth in the numbered paragraphs herein.

This opinion is solely for the addressee's information, and its successors and assigns, in connection with the Lease, and 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 Lease) without our prior written consent.

Other than the addressee hereof, and its successors and assigns, no one is entitled to use or rely on this opinion letter without the written consent of our firm. 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
Alan Lanning, City Manager

MUNICIPAL CERTIFICATE

I, Ronald E. Engels, Mayor of CITY OF CENTRAL, hereby certify that the Municipal Lease Purchase Agreement, dated _____, between Ally Financial, as Lessor and CITY OF CENTRAL as Lessee, leasing the Equipment described, was executed by me on the _____ day of _____, 20____; and that I have full power and authority to execute the Municipal Lease Purchase Agreement, and that the power to enter into the Lease Purchase Agreement granted to me by the CITY OF CENTRAL has not been withdrawn, and that all required procedures necessary to make the Municipal Lease Purchase Agreement a legal and binding obligation of the Lessee have been followed, including adherence to the City's Purchasing Polices and the City Charter and Municipal Code requirements.

I also certify that payment due by CITY OF CENTRAL under the Municipal Lease Purchase Agreement referred herein for the current lease term are within the current budget and within an available, unexhausted and unencumbered appropriation of the municipality of the CITY OF CENTRAL.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____ 20 ____.

By: _____
Ronald E. Engels, Mayor

Attest

By: _____
Reba Bechtel, City Clerk

Delivery and Acceptance Certificate

3 Vehicles (s) for Municipal Lease/Purchase

Payment Structure: 3, Annual

An annual rate of: 6.14%

#	Year	Make	Model	Vin	Application#	Cost	Payment
1.	2012	Chevrolet	Tahoe	1GNSK2E02CR293625	1010318311	31893.00	11270.39
2.	2012	Chevrolet	Tahoe	1GNSK2E01CR293602	1010315512	30893.00	10917.01
3.	2012	Chevrolet	Tahoe	1GNSK2E08CR292107	1010315419	32713.00	11560.19

Total Cost of the vehicle (s): \$ 95499.00 Total Payments: \$ 33747.59

Equipment Location (Garaged at):

Under the Municipal Lease Agreement dated _____, (Lease) between Ally Financial (the Lessor) and the undersigned Lessee, the Lessee hereby certifies that the vehicle (s) listed above has (have) been delivered to Lessee, tested and inspected by Lessee, found to be in good order and accepted as Equipment under the Lease, all on the date indicated below.

The Lessee hereby agrees to lease/purchase the vehicles as described.

(Lessor)

Ally Financial

By: _____

Date: _____

(Lessee)

CITY OF CENTRAL

By: Ronald E. Engels, Mayor

Date: _____

Attest

By: _____

Reba Bechtel, City Clerk

SCHEDULE B

Payment Schedule to the Lease Agreement dated _____.

Customer: CITY OF CENTRAL
 Dealer: MIKE SHAW BUICK-GMC, INC.
 Equipment 1: Chevrolet Tahoe
 Equipment 2: Chevrolet Tahoe
 Equipment 3: Chevrolet Tahoe
 Term: 3, Annual (subject to annual appropriation)
 Annual Percentage Rate: 6.14 %
 First Payment: Advance
 Amount Financed: \$95499.00
 Payment Amount: \$33747.59
 Total Interest: \$5743.77
 End of Lease Purchase Option: \$1 per unit

# OF PMTS MADE	PAYMENT	CUSTOMERS BALANCE	BALANCE: PERCENT OF COST	REDUCTION IN PRINCIPAL	INTEREST ON PRINCIPAL
1	\$33747.59	\$61751.41	64.66%	\$33747.59	\$0.00
2	\$33747.59	\$31795.36	33.29%	\$29956.05	\$3791.54
3	\$33747.59	\$0.00	0.00%	\$31795.36	\$1952.23

(Lessor)
 Ally Contract Processing Center
 2911 Lake Vista Dr,
 Lewisville, TX 75067 (Lessee)

(Lessee)
 City of Central
 141 Nevada St
 Central, Co 80427

By: _____
 Title: _____
 Date: _____

By: _____
 Title: Ronald E. Engels, Mayor
 Date: _____

Attest

By: _____
 Reba Bechtel, City Clerk