CITY OF CENTRAL, COLORADO
NOTICE OF A REGULAR MEETING of the CITY COUNCIL to be held on
Tuesday, October 18, 2016 @ 7:00 p.m.
141 Nevada Street, Central City, Colorado
AGENDA

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

7:00pm Council Meeting

1. **Call to Order.**

2. **Roll Call.**
   - Mayor: Ron Engels
   - Mayor Pro-Tem: Kathy Heider
   - Council members: Shirley Voorhies, Judy Laratta, Jeff Aiken

**EXECUTIVE SESSION** – Pursuant to C.R.S. Section 24-6-402(4)(b) for legal advice on specific legal questions related to Business Improvement District Act.

**RECONVENE REGULAR SESSION** – Immediately following the Executive Session

3. **Pledge of Allegiance**

4. **Additions and/or Amendments to the Agenda.**

5. **Conflict of Interest.**

6. **Consent Agenda:** The Consent Agenda contains items that can be decided without discussion. Any Council member may request removal of any item they do not want to consider without discussion or wish to vote no on, without jeopardizing the approval of other items on the consent agenda. Items removed will be placed under Action items in the order they appear on the agenda (this should be done prior to the motion to approve the consent agenda).

   Regular Bill lists through October 12; and
   City Council minutes: October 4 & 5, 2016.

**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.

**PUBLIC HEARING** –

7. **Ordinance No. 16-03:** An ordinance of the City Council of the City of Central, Colorado Adopting a New Article XIII of Chapter 16 of the Central City Municipal Code titled *Quartz Hill Overlay District* and Adopting Regulations Pertaining to the Overlay District. (McAskin)

8. **Ordinance No. 16-04:** An ordinance of the City Council of the City of Central, Colorado amending Article V of Chapter 6 of the Central City Municipal Code regarding Annual License Fees and Gaming Device Fees. (Miera)
ACTION ITEMS: NEW BUSINESS –


10. Resolution No. 16-28: A resolution of the City Council of the City of Central, Colorado approving a Settlement Agreement with the U.S. Environmental Agency regarding the Quartz Hill Tailings Pile (McAskin)

11. Resolution No. 16-31: A resolution of the City Council of the City of Central, Colorado Memorializing Funding Goals Related to the Restoration, Maintenance and Continued Operation of the Historic Belvidere Theater (Miera)

12. Resolution No. 16-32: A resolution of the City Council of the City of Central, Colorado Supporting the Plan to Change the Direction of Traffic on Main Street between Nevada Street and Gregory Street on an Interim Basis and Delegating Authority to the Public Works Director to Implement the Plan (Hoover)

13. Resolution No. 16-33: A resolution of the City Council of the City of Central, Colorado Awarding a Bid for the Wayfinding and Welcome-Gateway Signage Project (RFP 2016-CD-03) and Ratifying the City Manager’s Execution of the Services Agreement with WJS Signs LLC d/b/a Precision Signs (McAskin)

REPORTS –

14. Staff updates –

COUNCIL COMMENTS – limited to 5 minutes each member.

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

EXECUTIVE SESSION –
Pursuant to C.R.S. Section 24-6-402(4)(b) for legal advice on certain employment agreements and on litigation filed in Federal District Court (Civil Action No. 16CV2494).

Pursuant to C.R.S. Section 24-6-402(4)(e) for determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators regarding fire service to the City of Central and portions of unincorporated Gilpin County in proximity to the City.

ADJOURN. Next Council meeting November 1, 2016.

Posted 10/13/2016

Please call Reba Bechtel, City Clerk at 303-582-5251 at least 48 hours prior to the Council meeting if you believe you will need special assistance or any reasonable accommodation in order to be in attendance at or participate in any such meeting.
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Grand Totals: 153,403.86
CALL TO ORDER
A regular meeting of the City Council for the City of Central was called to order by Mayor Engels at 7:06 p.m., in City Hall on October 4, 2016.

ROLL CALL
Present: Mayor Engels
Mayor pro tem Heider
Alderman Voorhies
Alderman Laratta
Alderman Aiken

Absent: None

Staff Present: City Manager Miera
Attorney McAskin
City Clerk Bechtel
Finance Director Adame
Community Development Director Rears
Public Works Director Hoover
Fire Chief Allen
Acting Police Chief Stanton

The Pledge of Allegiance was recited by all present.

ADDITIONS AND/OR AMENDMENTS TO THE AGENDA
The agenda was approved as presented.

CONFLICTS OF INTEREST
No Council Member disclosed a conflict regarding any item on the agenda.

CONSENT AGENDA
Alderman Laratta moved to approve the consent agenda containing the regular bill lists through September 28, and the City Council minutes for the meeting on September 20, 2016. Mayor pro tem Heider seconded, and without discussion, the motion carried unanimously.

PUBLIC FORUM/_AUDIENCE PARTICIPATION
No one requested time to address the Council.

PUBLIC HEARING
Ordinance No. 16-03: An ordinance of the City Council of the City of Central, Colorado adopting a New Article XIII of Chapter 16 of the Central City Municipal Code titled Quartz Hill Overlay District and Adopting Regulations Pertaining to the Overlay District. Attorney McAskin reported that since the EPA does not have final approval, we will need to continue this hearing to the October 18th meeting.
Alderman Voorhies moved to open the Public Hearing for Ordinance No. 16-03: An ordinance of the City Council of the City of Central, Colorado Adopting a New Article XIII of Chapter 16 of the Central City Municipal Code titled Quartz Hill Overlay District and Adopting Regulations pertaining to the Overlay District and continue to October 18, 2016 at 7:00pm in these chambers. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

**ACTION ITEMS: NEW BUSINESS**

**2015 Audit Presentation**

Finance Director Adame reviewed the background as follows:
In May of this year, Swanhorst & Company LLC performed an audit of the City’s financial procedures, practices, and financial statements for the year ended December 31, 2015. Over the course of the past few months staff and Swanhorst & Company have worked together to draft and prepare the finalized 2015 Audited Financial Statements.

The financial statements illustrate the financial activities of the City over the course of 2015 and present the City’s financial information, in whole and as separate units, as of December 31, 2015.

State law requires the City to submit the audited financial statements to the Colorado Department of Local Affairs. It is customary for the auditor to review the statements with the Council and for the Council to accept the financial statements as presented in the form of a motion.

Wendy Swanhorst, Swanhorst & Company LLC, added that they have issued the final draft with a clean opinion on the financial statements. There will be some final adjustments to the financials with recommendations. Mayor Engels noted that this will valuable as we are in the budget process.

Alderman Voorhies moved to accept and approve the 2015 Audited Financial Statements. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

**Resolution No. 16-24: A resolution of the City Council of the City of Central, Colorado approving an agreement with Prospector’s Run Homeowners Association, Inc. for snow removal services.**

Public Works Director Hoover reviewed the background as follows:
In January of 2010, the City entered into an Agreement with the Prospector’s Run Homeowners Association, Inc. (HOA) regarding snow removal on Mack Road. The HOA agreed to provide snow removal services for Mack Road at a cost to the City of $800 per month. This Agreement was originally entered into in order to mitigate any possible effects that the City’s sand/salt ice mixture was having on Mack Road as it is not asphalt as well as this is not a primary road for the City so the HOA can manage their snow removal. The agreement has been renewed annually since 2010, most recently for the 2015-2016 winter season. The proposed Agreement approves a continuation of the same services for the 2016-2017 snow season, specifically for the time period of October 1, 2016 through April 30, 2017. The HOA will provide the services described in the Agreement at a cost of $800 per month, for a total cost to the City of Five Thousand Six Hundred Dollars ($5,600.00). This amount is reflected in the City’s adopted 2016 Budget and the 2017 Proposed Budget in the Public Works Department.

Alderman Laratta moved to approve Resolution No. 16-24: A resolution of the City Council of the City of Central, Colorado approving an agreement with Prospector’s Run Homeowners Association, Inc. for snow removal services. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

CC Minutes 10/4/2016
Resolution No. 16-28: A resolution of the City Council of the City of Central, Colorado approving a Settlement Agreement with the U.S. Environmental Agency regarding the Quartz Hill Tailings Pile.

Attorney McAskin stated that this Resolution will be brought forward with Ordinance No. 16-03 when the EPA has final approval.

Alderman Laratta moved to continue Resolution No. 16-28: A resolution of the City Council of the City of Central, Colorado approving a Settlement Agreement with the U.S. Environmental Agency regarding the Quartz Hill Tailings Pile to October 18, 2016 at 7:00pm in these chambers. Mayor pro tem Heider seconded, and without discussion, the motion carried unanimously.

Resolution No. 16-30: A resolution of the City Council of the City of Central, Colorado adopting the 2016 Gilpin County Hazard Mitigation Plan.

Fire Chief Allen explained that the Gilpin County Hazard Mitigation Plan (“HMP”) has been prepared by the Gilpin County Office of Emergency Management with input from the City of Central and the City of Black Hawk.

Gilpin County and its planning partners previously participated in hazard mitigation plans as part of the Denver Regional Council of Governments (DRCOG) 2011 Natural Hazard Mitigation Plan which included a total of seven counties and 20 cities and towns in the region.

Because of the lack of specificity in the DRCOG 2011 Natural Hazard Mitigation Plan and the Federal Emergency Management Agency’s (FEMA) preference for county- or community-specific plans, Gilpin County elected to develop a new plan specifically for Gilpin County, Central City and Black Hawk.

The development of the new HMP evidences the desire of Gilpin County and its partners to be proactive in preparing for the probable impacts of natural hazards.

If Council chooses not to adopt the HMP, future funding of mitigation projects under FEMA’s pre- and post-mitigation grant programs may be forfeited, leaving the City to fund projects and disaster response on its own.

The Disaster Mitigation Act (DMA) of 2000 provides the legal basis for FEMA mitigation planning requirements for State, local and Indian Tribal governments as a condition of mitigation grant assistant. The DMA 2000 established a new requirement for local mitigation plans to have greater emphasis on a) identifying and assessing the risks to local governments from natural disasters; b) implementing adequate measures to reduce losses from natural disasters; and c) ensuring that the critical services and facilities of communities will continue to function after a natural disaster.

The final draft of the HMP, as prepared by the Gilpin County Office of Emergency Management includes all federally required elements of a disaster mitigation plan, including:
- A description of the planning process
- The public involvement strategy
- A list of goals and objectives
- A countywide hazard risk assessment
- Countywide mitigation actions
- A plan maintenance strategy; and
-- Jurisdiction-specific elements for each participating jurisdiction.
The Disaster Mitigation Act (DMA) of 2000 is Federal legislation that requires proactive, pre-disaster planning as a prerequisite for some funding available under the Robert T. Stafford Act. The DMA encourages state and local authorities to work together on pre-disaster planning. Adoption of the HMP will evidence with City’s compliance with applicable DMA requirements.

Alderman Voorhies moved to approve Resolution No. 16-30: A resolution of the City Council of the City of Central, Colorado adopting the Gilpin County Hazard Mitigation Plan. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

Ordinance No. 16-04: An ordinance of the City Council of the City of Central, Colorado amending Article V of Chapter 6 of the central City Municipal Code regarding Annual License Fees and Gaming Device Fees.

City Manager Miera reviewed the background as follows: Ordinance No. 16-04 proposes modifications to the City’s current Annual License Fee and Gaming Device Fees set forth in Article V of Chapter 6 of the Municipal Code.

The City’s currently adopted annual license fee and gaming device fees on gaming devices are set forth in Article V of Chapter 6 of the Municipal Code and are as follows:

**Current:**

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<th>Fee Type</th>
<th>Fee Amount</th>
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<tr>
<td>Annual License Fee</td>
<td>$1,000.00 per year per device ($83.33/month)</td>
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<tr>
<td>Transportation Fee</td>
<td>$264.96 per year per device ($22.08/month)</td>
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</table>

**Subtotal:** $1,264.96 per year per device

Marketing Fee: $60.00 to $84.00 per year per device (varies between $5.00 and $7.00/month)

The Transportation Fee assists the Central City Transportation Enterprise with paying costs related to transportation-related services and improvements.

The Marketing Fee was established in 2011 (via Ordinance 11-16) to assist the City in funding certain marketing and advertising costs incurred by the City or the Central City Business Improvement District (the “CCBID”).

The Marketing Fee has been extended for each of calendar years 2012-2015. The Marketing Fee is currently scheduled to expire on December 31, 2016. As set forth in Ordinance 11-16, the City Council is required to approve any extension of the Marketing Fee by Ordinance. The Marketing Fee is currently imposed on a monthly basis at the rate of $7.00/month.

City Staff is proposing that the Marketing Fee be discontinued in calendar year 2017. Ordinance 16-04 clarifies that the same will not be collected in calendar year 2017. The City anticipates that the CCBID will continue to fund marketing and advertising costs but will likely fund such activities through a fee imposed on its membership.

Due to certain operational efficiencies of City Staff, increasing costs related to transportation-related projects, and the fact the CCBID financial support for Central City-Casino Parkway operating expenses terminates in 2017, City Staff is proposing some modifications and changes to the City’s currently adopted annual license fee and gaming device fees on gaming devices as follows:

CC Minutes 10/4/2016
**Proposed:**

- Annual License Fee: $850.00 per year per device ($70.83/month)
- Transportation Fee: $414.96 per year per device ($34.58/month)

**Subtotal:** $1,264.96 per year per device

Marketing Fee: None

As shown in the table above, the Annual License Fee has been decreased by an amount equal to a commensurate increase in the Transportation Fee in order to have additional revenue available to the City’s Transportation Enterprise in order to fund transportation-related projects and improvements in 2017 and future calendar years.

Alderman Voorhies commented that the system of the City collecting the fee for the BID is working so why change that and Alderman Laratta added that she does not want any divide between the City and the BID.

City Manager Miera responded that the BID has option to create a marketing coop if they choose and the current marketing device fee is set to sunset at the end of 2016.

Alderman Voorhies moved to approve Ordinance No. 16-04: an ordinance of the City Council of the City of Central, Colorado, amending Article V of Chapter 6 of the Central City Municipal Code regarding Annual License Fees and Gaming Device Fees on First Reading, and further move that Second Reading and Public Hearing on the Ordinance be scheduled for Tuesday, October 18, 2016, at 7:00pm. in these Council Chambers Mayor pro tem Heider seconded, and without discussion, the motion carried unanimously.

Wayfinding signs

CDD Rears presented the models of the signage materials proposed and reviewed the budgeted line items to cover the cost. HPC provided comments an recommendations which are included in the design and plan.

Council consensus is to change the Colorado logo to the City logo. Mayor Engels added that he is very pleased to see this signage plan move forward.

**REPORTS**

Mayor Engels noted that we now have online bill pay for water customers. Finance Director Adame added that new people are signing up each day.

**COUNCIL COMMENTS**

Alderman Laratta thanked Public Works Director Hoover for the signs on the Parkway.

**PUBLIC FORUM/AUDIENCE PARTICIPATION**

Jack Hidahl, 206 E 5th High, commended the Council and Commissioners for the Belvidere donation to the City. This is a long term project that needs long term funding so Mr. Hidahl provided a draft resolution to address this need. Mayor Engels added that the intent of the resolution is spot on and asked staff to review and bring forward for Council consideration at the next meeting.

Deb Wray, 706 Martin Drive, thanked Council and staff for their support on the cemetery issues. The next step is a meeting with the Forest Service and Senator Gardner’s staff will be included as well. She asked for a City representative and additional signage. Council consensus is to have Manager Miera or his designee attend meetings as needed.
Joe Behm, CCBID, stated that the Hot Rod Hill Climb event was a great success, was well organized and brought business to the City in the first year here. The Pit Rally event, in their third year, is not well organized and hurts business with the closure of the Parkway. Mr. Behm also commented on the difference in the flowers in Black Hawk and Central City. Manager Miera noted that our goal is to keep flowers to Labor Day which we did.

At 8:12 pm, Mayor Engels adjourned the meeting.
The next regular Council meeting is scheduled for October 18, 2016 at 7:00 p.m.

________________________________________  _______________________________________
Ronald E. Engels, Mayor                      Reba Bechtel, City Clerk
CALL TO ORDER
A special meeting of the City Council for the City of Central was called to order by Mayor Engels at 5:00 p.m., at the Gilpin County Courthouse at 203 Eureka Street on October 5, 2016.

ROLL CALL
Present: Mayor Engels
Mayor pro tem Heider
Alderman Voorhies
Alderman Laratta
Alderman Aiken

Absent: None

Staff Present: City Manager Miera
City Clerk Bechtel

ACTION ITEMS: NEW BUSINESS
Resolution No. 16-29: A resolution of the City Council of the City of Central, Colorado approving an Intergovernmental Agreement between Gilpin County and the City of Central, Colorado to provide Law Enforcement and Public Safety Services.
City Manager Miera noted that Gilpin County Commissioners approved this IGA at their regular meeting on October 4, 2016. Exhibit B provides for legal services.

Mayor pro tem Heider moved to approve Resolution No. 16-29: A resolution of the City Council of the City of Central, Colorado approving an Intergovernmental Agreement between Gilpin County and the City of Central, Colorado to provide Law Enforcement and Public Safety Services.
Alderman Laratta seconded, and without discussion, the motion carried with 4 votes and Alderman Voorhies voting no.

Sheriff Hartman thanked City Manager Miera, County Manager Baker and Captain Ime for their work on this agreement and added that shared services are a trend in many counties in Colorado.

City Manager Miera thanked the County Commissioners and Gilpin County Sheriff’s office for their efforts through this process.

Alderman Aiken thanked Officers Stanton and Douglas for their efforts through this process.

At 5:03 p.m., Mayor Engels adjourned the meeting.
The next Council meeting is scheduled for March 15, 2016 at 7:00 p.m.

Ronald E. Engels, Mayor

Reba Bechtel, City Clerk

CC Minutes 10/5/2016
AGENDA ITEM # 7
CITY COUNCIL COMMUNICATION FORM

FROM: Ray W. Rears, Community Development Director
THROUGH: Marcus McAskin, City Attorney
CC: Daniel Miera, City Manager
DATE: October 13, 2016 (prepared for October 18th City Council meeting)
ITEM: Ordinance 16-03 - An ordinance of the City Council of the City of Central, Colorado Adopting a New Article XIII of Chapter 16 of the Central City Municipal Code titled Quartz Hill Overlay District and Adopting Regulations Pertaining to the Overlay District

NEXT STEP: Provide Comment -- Second Reading & Public Hearing

_X__ORDINANCE
____MOTION
_X__ INFORMATION

I. REQUEST OR ISSUE:

Creation of a Zoning District Overlay over the rock cap on Quartz Hill to add additional review and oversite at a local level ensuring the environmental remediation project is protected.

The Ordinance was approved on first reading on September 20th. Second reading and public hearing was originally scheduled for October 4th.

The approval of the Ordinance is timed to coincide with City Council’s consideration & action of the Settlement Agreement with the EPA regarding the Quartz Hill Tailings Pile (via City Council Resolution No. 16-28).

City Council’s action on Resolution 16-28 and the Settlement Agreement was continued to the October 18th meeting due to the fact that the EPA had not yet completed its internal review of the Settlement Agreement. As of the date on which this Council Communication Form was prepared, the EPA has completed the internal review and approval of the Settlement Agreement, but the City Attorney and special counsel (environmental counsel) have not yet conferred on the changes to the Settlement Agreement proposed by the EPA.
If ready for City approval on October 18th, a copy of the Settlement Agreement will be distributed to City Council at or prior to the meeting, and the City Council may also proceed to conduct second reading and public hearing on Ordinance 16-03 creating the Quartz Hill Overlay District.

If the Settlement Agreement is not ready for presentation to City Council at the October 18th meeting, the City Attorney will recommend that this item be continued to the November 1st regular meeting

II. BACKGROUND INFORMATION:

In 2014, the CDPHE along with the EPA covered the Nevada Gulch/Quartz Hill tailings pile in an attempt to mitigate the effects this material had on the ground and surface water. Prior to the City acquiring the Big-T property earlier this year and during our due diligence phase it was discovered that a number of Federal and State liens as well as ongoing liability concerns remained with the site.

In order to protect the City from those costs and liability concerns the City through negotiations with both the CDPHE and EPA came to a mutually beneficial agreement. Part of that agreement includes this proposed overlay district.

The overlay district does not change the underlying zoning district, but adds additional requirements if potential development, specifically soil-disturbing activity were to occur in the area covered by the rock cap. Essentially a special Overlay District Permit would be required before any activity could occur in order to protect the integrity of the project and the environment.

The Central City Planning Commission reviewed this request on September 7, 2016 and voted unanimously to recommend adoption by City Council. Staff also supports the adoption of this Ordinance.

III. FISCAL IMPACTS: No direct costs.

IV. RECOMMENDED ACTION / NEXT STEP: Conduct a Public Hearing and adopt Ordinance 16-03.

V. LEGAL ISSUES: None.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES: Adoption of this Ordinance will help protect the work performed on Quartz Hill, which will help protect the environment.

VII. SUMMARY AND ALTERNATIVES:

1. Adopt Ordinance 16-03
2. Deny Ordinance 16-03
3. Suggest changes and continue to the October 18th meeting.
CITY OF CENTRAL, COLORADO
ORDINANCE 16-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO ADOPTING A NEW ARTICLE XIII OF CHAPTER 16 OF THE CENTRAL CITY MUNICIPAL CODE TITLED QUARTZ HILL OVERLAY DISTRICT AND ADOPTING REGULATIONS PERTAINING TO THE OVERLAY DISTRICT

WHEREAS, the Quartz Hill tailings impoundment was developed in the 1930s and 1940s as a result of the discharge from mines that processed the gold ore extracted from numerous mines in the vicinity of Central City; and

WHEREAS, after mill operations ceased, the tailings impoundment was re-graded into an approximately 500,000 cubic yard pile with steep slopes covering approximately five acres; and

WHEREAS, in accordance with authority provided in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (CERCLA), the U.S. Environmental Protection Agency (EPA) prepared a Record of Decision (ROD) for Operable Unit 3 of the Central City/Clear Creek Superfund Site; and

WHEREAS, the ROD calls for in-place capping of the Quartz Hill tailings pile to stabilize the pile and improve Clear Creek surface water quality by preventing surface water from contacting mine waste; and

WHEREAS, following years of City and other stakeholder input, the Colorado Department of Public Health and Environment ("CDPHE") completed the Quartz Hill Remediation Project in August of 2014; and

WHEREAS, the Quartz Hill Remediation Project consisted of re-grading the tailings pile, construction of a new storm sewer, and placement of a geotextile and rock cover; and

WHEREAS, disruption of the geotextile and rock cover and site drainage could result in mine tailings exposure and impacts to surface water; and

WHEREAS, CDPHE maintains as-built maps of the remedial project area; and

WHEREAS, C.R.S. § 25-15-320(2)(b) requires environmental covenants to maintain and protect the geotextile and rock cover and integrity of the Project; and

WHEREAS, C.R.S. § 25-15-320(3)(b) authorizes CDPHE to waive the requirement for environmental covenants for parcels of land where the owner does not grant an environmental covenant under C.R.S. § 25-15-320 if the governmental entity having land use regulatory authority over the affected property has enacted an ordinance or resolution imposing the relevant environmental use restrictions; and
WHEREAS, the ownership of the Quartz Hill tailings impoundment is fragmented and complicated and CDPHE and the City have determined that placing covenants over the subject property would be burdensome; and

WHEREAS, the City of Central City has jurisdiction over the Quartz Hill property and desires to enact an Ordinance to implement the required environmental use restrictions that will contribute to the protection of human health and the environment and will contribute to the maintenance of CDPHE’s environmental remediation action taken within the boundaries of the Quartz Hill property; and

WHEREAS, Central City and CDPHE contemplate that future uses of the Quartz Hill property, such as a parking lot, apartment building, hotel, ballfields or other recreational facilities and/or other similar uses and structures may be allowed; and

WHEREAS, the City Council finds that this Ordinance will further the health, safety and general welfare of the City’s inhabitants; and

WHEREAS, this Ordinance has been prepared and enacted in accordance with the Home Rule Charter as well as applicable state statutes and is hereby declared to be adopted in accordance with all applicable provisions of the Home Rule Charter and applicable state statutes; and

WHEREAS, City Council conducted a public hearing, with proper notice provided, to consider adoption of this Ordinance as required by law.

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

Section 1. Article XIII of Chapter 16 of the Central City Municipal Code, titled “Quartz Hill Overlay District” is hereby adopted to read in full as follows:

CHAPTER 16

ARTICLE XIII
Quartz Hill Overlay District

Article XIII Quartz Hill Overlay District

Sec. 16-13-10 Intent.
Sec. 16-13-20 Purpose.
Sec. 16-13-30 Definitions.
Sec. 16-13-40 Overlay District established.
Sec. 16-13-50 Variances not allowable.
Sec. 16-13-60 Regulation of excavation activities.
Sec. 16-13-70  Quartz Hill Overlay District Permit – Application Required.
Sec. 16-13-80  Application review.
Sec. 16-13-90  No development without Overlay District Permit.
Sec. 16-13-100 Powers of Public Officers.
Sec. 16-13-110 Violations and Penalties.

Sec. 16-13-10. Intent.

The Colorado Department of Public Health and Environment ("CDPHE") completed Quartz Hill Remediation Project in 2014. The Project consisted of re-grading the tailings pile, construction of a new storm sewer, and placement of rock cover. These Quartz Hill Overlay District regulations have been adopted in accordance with the express authority set forth in C.R.S, § 25-15-320(3)(b)(II), authorizing the City to adopt an ordinance imposing relevant environmental use regulations, and authority set forth in the Home Rule Charter and Title 31, C.R.S.

Sec. 16-13-20. Purpose.

The purpose of this Article is to protect the integrity of the existing geotextile and rock installed as part of the Quartz Hill Remediation Project in 2014 while allowing for reasonable and appropriate future use of lands situate within the Quartz Hill Overlay District. The implementation of the regulations set forth in this Article which require an application for the issuance of an Overlay District Permit prior to any development or other soil-disturbing activity within the boundaries of the Quartz Hill Overlay District will ensure that human health and public safety are adequately protected.

Sec. 16-13-30. Definitions.

"Central City/Clear Creek Superfund Site" or "Site" shall mean those areas that are designated as the Central City/Clear Creek Superfund Site by the U.S. Environmental Protection Agency (EPA) pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., as amended. EPA added the Central City/Clear Creek Superfund Site to the National Priorities List in 1983 and the Site was subsequently divided by the EPA and CDPHE into four operable units (OU).

"CDPHE" shall mean the Colorado Department of Public Health and Environment.

"Quartz Hill Remediation Project" or "Project" shall mean the Quartz Hill Mine Waste Pile Remediation Project completed in 2014 by the EPA and CDPHE in accordance with OU3 ROD dated September 30, 1994.
“Quartz Hill Property” shall mean all property located with the boundaries of the Quartz Hill Overlay District, being coterminous with the boundaries of the Project’s remedial area, as depicted on the as-built maps of the remedial area maintained by CDPHE and on file with the City Clerk’s Office and the area currently covered by the geotextile and rock cap.

“Quartz Hill Overlay District” or “Overlay District” shall mean the overlay district established by this Article, constituting all of the Quartz Hill Property, being coterminous with the boundaries of the Project’s remedial area, as depicted on the as-built maps of the remedial area maintained by CDPHE and on file with the City Clerk’s Office.

Sec. 16-13-40. Overlay District established.

The Quartz Hill Overlay District is hereby established as an overlay district that includes within its boundaries the area on the Quartz Hill Property map on file with the City Clerk which shall be the same as the area depicted on the as-built maps maintained by CDPHE. The boundaries of the Quartz Hill Overlay District shall be depicted on the City of Central Zoning Map. The provisions of this Article shall apply to any applications for building permit, zoning, subdivision, planned unit development, use by right, special review use, or any other development activity that will result in any soil-disturbing activity for all properties located within the Quartz Hill Overlay District. The application of these regulations is in addition to the regulations of the underlying zoning district and of this Code and shall be considered by the appropriate decision-maker in conjunction with any application for development occurring within the Quartz Hill Overlay District. The boundaries of the Quartz Hill Overlay District are shown in Diagram 1-A below:

Diagram 1-A:
To the extent of any discrepancies between the boundaries of the Overlay District set forth in Diagram 1-A and the boundaries set forth on the Quartz Hill Property map on file with the City Clerk, the map on file with the City Clerk shall control.

Sec. 16-13-50. Variances not allowable.

The regulations set forth in this Article shall not be subject to any authority to vary the zoning regulations or City of Central Building Code. No variances are permitted from this Article of the Code.

Sec. 16-13-60. Regulation of excavation activities.

No excavation, drilling, grading, digging, tilling, moving or relocating of the geotextile or rock cap material or any other soil-disturbing activity is allowed with the Quartz Hill Overlay District, except as authorized in a remedial decision document or with the prior written consent of CDPHE and the City Manager.

Sec. 16-13-70. Quartz Hill Overlay District Permit – Application Required.

(a) Any application for any building permit, zoning, subdivision, planned unit development, use by right, special review use, or any other development activity that will result in any soil-disturbing activity within the boundaries of the Quartz Hill Overlay District shall be preceded by an application for an Overlay District Permit.
(b) An application for approval of an Overlay District Permit may be filed by a person having an interest in the property for which the Overlay District Permit is requested, with the written consent of the owner(s) of the property, and shall be made on a form provided by the City. At a minimum, the application must include:

1. A general site plan showing the major details of the proposed development, consisting of the location of buildings and structures, off-street parking and loading areas, service and refuse areas, means of ingress and egress, major landscaping or screening proposals, and signs and pedestrian areas, or a relevant summary of the development activity proposed to be conducted within the boundaries of the Quartz Hill Property;

2. A time schedule for the proposed development;

3. A plan for maintaining the integrity of rock cap installed as part of the Quartz Hill Remediation Project or a plan to relocate the tailings material to a new site is approved;

4. Any other information the applicant believes will support his or her request;

5. A letter from an authorized representative of CDPHE confirming that CDPHE has been informed of the proposed development activity within the boundaries of the Overlay District;

6. Accompanying the application shall be a filing fee which shall be equal to the City’s zoning amendment fee. Prior to the City’s acceptance of the application, the applicant shall be required to enter into a consultant reimbursement agreement with the City to cover the City’s costs related to reviewing and processing the application. The City may contract for professional assistance to review the application and provide consulting or other professional services related to reviewing the application. Any such professional fees incurred by the City shall be reimbursed by the applicant to the in accordance with the terms and conditions of the required consultant reimbursement agreement. Any and all fee(s) and other charges shall be paid in full by the applicant prior to the date on which the City Manager application review conducted pursuant to Sec. 16-13-80 below.

(c) The following activities shall be exempt from the Overlay District Permit application process established by this Article:
(1) Operations, inspection and maintenance activities associated with the Project undertaken within the boundaries of the Quartz Hill Property by CDPHE or its duly authorized contractor(s).

(2) Operations, inspection and maintenance activities associated with the Project within the boundaries of the Quartz Hill Property by the City Manager or his or her designee.

(3) Removal or repositioning of the yellow structure currently within the boundaries of the Quartz Hill Property (the "Yellow House"), provided that the Yellow House shall be required to remain on skids and above the geotextile and rock cap.

(4) Any other activity exempted from the provisions of this Article pursuant to joint written consent of the City Manager and a duly authorized representative of CDPHE.

Sec. 16-13-80. Application review.

Following receipt of the application submitted pursuant to Sec. 16-13-70, the City Manager may request supplemental materials or information from the applicant. The application shall not be deemed complete until such time as all supplemental materials or information requested by the City Manager have been received. The City Manager shall, within sixty (60) days following the date on which the application has been deemed complete, proceed to review the Overlay District Permit application and shall either approve the application in whole or in part, shall approve the application subject to conditions set forth in a writing, or shall deny the Overlay District Permit application.

Sec. 16-13-90. No development without Overlay District Permit.

No application for any building permit, zoning, subdivision, planned unit development, use by right, special review use, or any other development activity that will result in any soil-disturbing activity within the boundaries of the Quartz Hill Overlay District shall be allowed until such time as the property owner or applicant has secured an Overlay District Permit and has fully complied with any conditions set forth in the Permit. The issuance of an Overlay District Permit shall be a condition precedent to any soil-disturbing activity within the boundaries of the Quartz Hill Overlay District.

Sec. 16-13-100. Powers of City Manager.
(a) The City Manager shall have an exercise such powers as may be necessary and convenient to carry out and effectuate the purpose and provisions of this Article, including but not limited to the following powers:

(1) to investigate the Quartz Hill Property to determine compliance these Overlay District regulations;

(2) to enter upon the Quartz Hill Property for the purpose of making examinations, provided, however, that such entries shall be made in such manner as to cause the least possible inconvenience to persons in possession of the Quartz Hill Property;

(3) to undertake the routine operation and maintenance of the Project remedy, as specified in the Administrative Settlement and Order and Consent (“AOC”) entered into by and between the City, CDPHE and the EPA;

(4) to undertake any other activity required to be undertaken by the City as set forth in the AOC;

(5) to appoint and fix the duties of such officers, agents, contractors and employees as the City Manager deems necessary and convenient to carry out the purpose and provisions of this Article; and

(6) to delegate any of the powers and functions of the City Manager under this Article to such officers and agents as the City Manager may designate.

Sec. 16-13-110. Violations and penalties.

It is unlawful for any person, firm, or corporation to violate any provisions of this Article. Any person failing to comply with the provisions of this Article shall be subject to the penalty provisions set forth in Section 1-4-20 of the Municipal Code. The City may seek restitution for any and all expenses related to the enforcement of this Article or of any damage to public property. The City reserves the right to refer any violation of this Article to the CDPHE or EPA for additional enforcement action(s).

Section 2. Codification Amendments. The codifier of Central City’s Municipal Code is hereby authorized to make such numerical and formatting changes as may be necessary to incorporate the provisions of this Ordinance within the Central City Municipal Code.
Section 3. Severability. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance, the intention being that the various sections and provisions are severable.

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

Section 5. Effective Date. This Ordinance shall become effective immediately following publication, public hearing and the approval of City Council following second reading in accordance with Sections 5.9 and 5.10 of the City Charter.

INTRODUCED AND READ by title only on first reading at the regular meeting of the City Council of the City of Central on the 20th day of September, 2016, at Central City, Colorado.

CITY OF CENTRAL, COLORADO

_________________________________________________________________
Ronald E. Engels, Mayor

Approved as to form:

_________________________________________________________________
Marcus McAskin, City Attorney

ATTEST:

_________________________________________________________________
Reba Bechtel, City Clerk
PASSED AND ADOPTED on second reading, at the regular meeting of the City Council of the City of Central on the 18th day of October, 2016.

CITY OF CENTRAL, COLORADO

______________________________
Ronald E. Engels, Mayor

ATTEST:

______________________________
Reba Bechtel, City Clerk

POSTED IN FULL AND PUBLISHED BY TITLE AND SUMMARY in the Weekly Register Call newspaper on September 22, 2016.

POSTED AND PUBLISHED BY TITLE [AND SUMMARY IF AMENDED ON SECOND READING] in the Weekly Register Call newspaper on October 20, 2016.
CITY OF CENTRAL, COLORADO
ORDINANCE 16-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO ADOPTING A NEW ARTICLE XIII OF CHAPTER 16 OF THE CENTRAL CITY MUNICIPAL CODE TITLED QUARTZ HILL OVERLAY DISTRICT AND ADOPTING REGULATIONS PERTAINING TO THE OVERLAY DISTRICT

WHEREAS, the Quartz Hill tailings impoundment was developed in the 1930s and 1940s as a result of the discharge from mills that processed the gold ore extracted from numerous mines in the vicinity of Central City; and

WHEREAS, after mill operations ceased, the tailings impoundment was re-graded into an approximately 500,000 cubic yard pile with steep slopes covering approximately five acres; and

WHEREAS, in accordance with authority provided in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (CERCLA), the U.S. Environmental Protection Agency (EPA) prepared a Record of Decision (ROD) for Operable Unit 3 of the Central City/Clear Creek Superfund Site; and

WHEREAS, the ROD calls for in-place capping of the Quartz Hill tailings pile to stabilize the pile and improve Clear Creek surface water quality by preventing surface water from contacting mine waste; and

WHEREAS, following years of City and other stakeholder input, the Colorado Department of Public Health and Environment (“CDPHE”) completed the Quartz Hill Remediation Project in August of 2014; and

WHEREAS, the Quartz Hill Remediation Project consisted of re-grading the tailings pile, construction of a new storm sewer, and placement of a geotextile and rock cover; and

WHEREAS, disruption of the geotextile and rock cover and site drainage could result in mine tailings exposure and impacts to surface water; and

WHEREAS, CDPHE maintains as-built maps of the remedial project area; and

WHEREAS, C.R.S. § 25-15-320(2)(b) requires environmental covenants to maintain and protect the geotextile and rock cover and integrity of the Project; and

WHEREAS, C.R.S. § 25-15-320(3)(b) authorizes CDPHE to waive the requirement for environmental covenants for parcels of land where the owner does not grant an environmental covenant under C.R.S. § 25-15-320 if the governmental entity having land use regulatory authority over the affected property has enacted an ordinance or resolution imposing the relevant environmental use restrictions; and
WHEREAS, the ownership of the Quartz Hill tailings impoundment is fragmented and complicated and CDPHE and the City have determined that placing covenants over the subject property would be burdensome; and

WHEREAS, the City of Central City has jurisdiction over the Quartz Hill property and desires to enact an Ordinance to implement the required environmental use restrictions that will contribute to the protection of human health and the environment and will contribute to the maintenance of CDPHE’s environmental remediation action taken within the boundaries of the Quartz Hill property; and

WHEREAS, Central City contemplates that future uses of the Quartz Hill property, such as a parking lot, apartment building, hotel, ballfields or other recreational facilities and/or other similar uses and structures may be allowed; and

WHEREAS, the City Council finds that this Ordinance will further the health, safety and general welfare of the City’s inhabitants; and

WHEREAS, this Ordinance has been prepared and enacted in accordance with the Home Rule Charter as well as applicable state statutes and is hereby declared to be adopted in accordance with all applicable provisions of the Home Rule Charter and applicable state statutes; and

WHEREAS, City Council conducted a public hearing, with proper notice provided, to consider adoption of this Ordinance as required by law.

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

Section 1. Article XIII of Chapter 16 of the Central City Municipal Code, titled “Quartz Hill Overlay District” is hereby adopted to read in full as follows:

CHAPTER 16

ARTICLE XIII
Quartz Hill Overlay District

Article XIII Quartz Hill Overlay District

Sec. 16-13-10 Intent.
Sec. 16-13-20 Purpose.
Sec. 16-13-30 Definitions.
Sec. 16-13-40 Overlay District established.
Sec. 16-13-50 Variances not allowable.
Sec. 16-13-60 Consultation to amend.
Sec. 16-13-70 Regulation of excavation activities.
Sec. 16-13-80  Quartz Hill Overlay District Permit –
Application required.
Sec. 16-13-90  Application Review.
Sec. 16-13-100 No development without Overlay District
Permit.
Sec. 16-13-110 Powers of City Manager.
Sec. 16-13-120 CDPHE Enforcement Authorization.
Sec. 16-13-130 Violations and penalties.

Sec. 16-13-10.  Intent.

The Colorado Department of Public Health and Environment
(“CDPHE”) completed Quartz Hill Remediation Project in 2014. The Project
consisted of re-grading the tailings pile, construction of a new storm sewer,
and placement of rock cover. These Quartz Hill Overlay District regulations
have been adopted in accordance with the express authority set forth in C.R.S,
§ 25-15-320(3)(b)(II), authorizing the City to adopt an ordinance imposing
relevant environmental use regulations, and authority set forth in the Home
Rule Charter and Title 31, C.R.S.

Sec. 16-13-20.  Purpose.

The purpose of this Article is to protect the integrity of the existing
gotextile and rock installed as part of the Quartz Hill Remediation Project in
2014 while allowing for reasonable and appropriate future use of lands situated
within the Quartz Hill Overlay District. The implementation of the regulations
set forth in this Article which require an application for the issuance of an
Overlay District Permit prior to any development or other soil-disturbing
activity within the boundaries of the Quartz Hill Overlay District will ensure
that human health and public safety are adequately protected.

Sec. 16-13-30.  Definitions.

“Central City/Clear Creek Superfunds Site” or “Site” shall mean those
areas that are designated as the Central City/Clear Creek Superfund Site by the
U.S. Environmental Protection Agency (EPA) pursuant to the Comprehensive
Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601,
et seq., as amended. EPA added the Central City/Clear Creek Superfund Site
to the National Priorities List in 1983 and the Site was subsequently divided by
the EPA and CDPHE into four operable units (OU).

“CDPHE” shall mean the Colorado Department of Public Health and
Environment.
“Quartz Hill Remediation Project” or “Project” shall mean the Quartz Hill Mine Waste Pile Remediation Project completed in 2014 by the EPA and CDPHE in accordance with OU3 ROD dated September 30, 1994.

“Quartz Hill Property” shall mean all property located within the boundaries of the Quartz Hill Overlay District, being coterminous with the boundaries of the Project’s remedial area, as depicted on the as-built maps of the remedial area maintained by CDPHE and on file with the City Clerk’s Office and the area currently covered by the geotextile and rock cap.

“Quartz Hill Overlay District” or “Overlay District” shall mean the overlay district established by this Article, constituting all of the Quartz Hill Property, being coterminous with the boundaries of the Project’s remedial area, as depicted on the as-built maps of the remedial area maintained by CDPHE and on file with the City Clerk’s Office.

Sec. 16-13-40. Overlay District established.

The Quartz Hill Overlay District is hereby established as an overlay district that includes within its boundaries the area on the Quartz Hill Property map on file with the City Clerk which shall be the same as the area depicted on the as-built maps maintained by CDPHE. The boundaries of the Quartz Hill Overlay District shall be depicted on the City of Central Zoning Map. The provisions of this Article shall apply to any applications for building permit, zoning, subdivision, planned unit development, use by right, special review use, or any other development activity that will result in any soil-disturbing activity for all properties located within the Quartz Hill Overlay District. The application of these regulations is in addition to the regulations of the underlying zoning district and of this Code and shall be considered by the appropriate decision-maker in conjunction with any application for development occurring within the Quartz Hill Overlay District. The boundaries of the Quartz Hill Overlay District are shown in Diagram 1-A below:

Diagram 1-A:
To the extent of any discrepancies between the boundaries of the Overlay District set forth in Diagram 1-A and the boundaries set forth on the Quartz Hill Property map on file with the City Clerk, the map on file with the City Clerk shall control.

Sec. 16-13-50. Variances not allowable.

The regulations set forth in this Article shall not be subject to any authority to vary the zoning regulations or City of Central Building Code. No variances are permitted from this Article of the Code.

Sec. 16-13-60. Consultation to amend.

Prior to the Planning and Zoning Commission or City Council considering any amendment to this Article, the City shall consult with CDPHE and shall incorporate such requirements as CDPHE may recommend to ensure the Project continues to protect human health and the environment.

Sec. 16-13-70. Regulation of excavation activities.

No excavation, drilling, grading, digging, tilling, moving or relocating of the geotextile or rock cap material or any other soil-disturbing activity is allowed with the Quartz Hill Overlay District, except as authorized in a remedial decision document or with the prior written consent of CDPHE and the City Manager.

Sec. 16-13-80. Quartz Hill Overlay District Permit – Application Required.
(a) Any application for any building permit, zoning, subdivision, planned unit development, use by right, special review use, or any other development activity that will result in any soil-disturbing activity within the boundaries of the Quartz Hill Overlay District shall be preceded by an application for an Overlay District Permit.

(b) An application for approval of an Overlay District Permit may be filed by a person having an interest in the property for which the Overlay District Permit is requested, with the written consent of the owner(s) of the property, and shall be made on a form provided by the City. At a minimum, the application must include:

1. A general site plan showing the major details of the proposed development, consisting of the location of buildings and structures, off-street parking and loading areas, service and refuse areas, means of ingress and egress, major landscaping or screening proposals, and signs and pedestrian areas, or a relevant summary of the development activity proposed to be conducted within the boundaries of the Quartz Hill Property;

2. A time schedule for the proposed development;

3. A plan for maintaining the integrity of rock cap installed as part of the Quartz Hill Remediation Project or a plan to relocate the tailings material to a new site as approved by CDPHE and other regulatory agencies, as applicable;

4. Any other information the applicant believes will support his or her request;

5. A letter from an authorized representative of CDPHE confirming that CDPHE has been informed of the proposed development activity within the boundaries of the Overlay District;

6. Accompanying the application shall be a filing fee which shall be equal to the City’s zoning amendment fee. Prior to the City’s acceptance of the application, the applicant shall be required to enter into a consultant reimbursement agreement with the City to cover the City’s costs related to reviewing and processing the application. The City may contract for professional assistance to review the application and provide consulting or other professional services related to reviewing the application. Any such professional fees incurred by the City shall be reimbursed by the applicant in accordance with the terms and conditions of the required consultant
reimbursement agreement. Any and all fee(s) and other charges shall be paid in full by the applicant prior to the date on which the City Manager conducts application review pursuant to Sec. 16-13-90 below.

(c) The following activities shall be exempt from the Overlay District Permit application process established by this Article:

(1) Operations, inspection and maintenance activities associated with the Project undertaken within the boundaries of the Quartz Hill Property by CDPHE or its duly authorized contractor(s).

(2) Operations, inspection and maintenance activities associated with the Project undertaken within the boundaries of the Quartz Hill Property by the City Manager or his or her designee.

(3) Removal or repositioning of the yellow structure currently within the boundaries of the Quartz Hill Property (the "Yellow House"), provided that the Yellow House shall be required to remain on skids and above the geotextile and rock cap.

(4) Any other activity exempted from the provisions of this Article pursuant to joint written consent of the City Manager and a duly authorized representative of CDPHE.

Sec. 16-13-90. Application review.

Following receipt of the application submitted pursuant to Sec. 16-13-80, the City Manager may request supplemental materials or information from the applicant. The application shall not be deemed complete until such time as all supplemental materials or information requested by the City Manager have been received. The City Manager shall, within sixty (60) days following the date on which the application has been deemed complete, proceed to review the Overlay District Permit application and shall either approve the application in whole or in part, shall approve the application subject to conditions set forth in a writing, or shall deny the Overlay District Permit application. Approval of an Overlay District Permit shall require CDPHE's written consent for any soil-disturbing activity, unless otherwise authorized in a remedial decision document.

Sec. 16-13-100. No development without Overlay District Permit.
No application for any building permit, zoning, subdivision, planned unit development, use by right, special review use, or any other development activity that will result in any soil-disturbing activity within the boundaries of the Quartz Hill Overlay District shall be allowed until such time as the property owner or applicant has secured an Overlay District Permit and has fully complied with any conditions set forth in the Permit. The issuance of an Overlay District Permit shall be a condition precedent to any soil-disturbing activity within the boundaries of the Quartz Hill Overlay District.

Sec. 16-13-110. Powers of City Manager.

(a) The City Manager shall have and exercise such powers as may be necessary and convenient to carry out and effectuate the purpose and provisions of this Article, including but not limited to the following powers:

(1) to investigate the Quartz Hill Property to determine compliance with these Overlay District regulations;

(2) to enter upon the Quartz Hill Property for the purpose of making examinations, provided, however, that such entries shall be made in such manner as to cause the least possible inconvenience to persons in possession of the Quartz Hill Property;

(3) to undertake the routine operation and maintenance of the Project remedy, as specified in the Administrative Settlement and Order and Consent (“AOC”) entered into by and between the City, CDPHE and the EPA;

(4) to undertake any other activity required to be undertaken by the City as set forth in the AOC;

(5) to appoint and fix the duties of such officers, agents, contractors and employees as the City Manager deems necessary and convenient to carry out the purpose and provisions of this Article; and

(6) to delegate any of the powers and functions of the City Manager under this Article to such officers and agents as the City Manager may designate.

Sec. 16-13-120. CDPHE Enforcement Authorization.

CDPHE may enforce the restrictions described in Sec. 16-13-70 above by filing an action in district court seeking injunctive relief.
Sec. 16-13-130. Violations and penalties.

It is unlawful for any person, firm, or corporation to violate any provisions of this Article. Any person failing to comply with the provisions of this Article shall be subject to the penalty provisions set forth in Section 1-4-20 of the Municipal Code. The City may seek restitution for any and all expenses related to the enforcement of this Article or of any damage to public property. The City reserves the right to refer any violation of this Article to the CDPHE or EPA for additional enforcement action(s).

Section 2. Codification Amendments. The codifier of Central City’s Municipal Code is hereby authorized to make such numerical and formatting changes as may be necessary to incorporate the provisions of this Ordinance within the Central City Municipal Code.

Section 3. Severability. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance, the intention being that the various sections and provisions are severable.

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

Section 5. Effective Date. This Ordinance shall become effective immediately following publication, public hearing and the approval of City Council following second reading in accordance with Sections 5.9 and 5.10 of the City Charter.

INTRODUCED AND READ by title only on first reading at the regular meeting of the City Council of the City of Central on the 20th day of September, 2016, at Central City, Colorado.

CITY OF CENTRAL, COLORADO

Ronald E. Engels, Mayor
PASSED AND ADOPTED on second reading, at the regular meeting of the City Council of the City of Central on the 18th day of October, 2016.

CITY OF CENTRAL, COLORADO

______________________________
Ronald E. Engels, Mayor

ATTEST:

______________________________
Reba Bechtel, City Clerk

POSTED IN FULL AND PUBLISHED BY TITLE AND SUMMARY in the Weekly Register Call newspaper on September 22, 2016.

POSTED AND PUBLISHED BY TITLE [AND SUMMARY IF AMENDED ON SECOND READING] in the Weekly Register Call newspaper on October 20, 2016.
AGENDA ITEM # 8
CITY COUNCIL COMMUNICATION FORM

FROM: Marcus McAskin, City Attorney

DATE: October 13, 2016 (prepared for October 18, 2016 regular meeting)

ITEM: Ordinance 16-04 Amending Article V of Chapter 6 of the Central City Municipal Code Regarding Annual License Fees and Gaming Device Fees

___ X ORDNANCE
    ___ MOTION
    ___ INFORMATION

I. REQUEST OR ISSUE: Ordinance No. 16-04 proposes modifications to the City’s current Annual License Fee and Gaming Device Fees set forth in Article V of Chapter 6 of the Municipal Code. The Ordinance was discussed at the October 4, 2016 work session and was approved on first reading at the October 4, 2016 regular City Council meeting.

II. RECOMMENDED ACTION / NEXT STEP: Conduct a public hearing and consider the proposed Ordinance on second reading.

III. BACKGROUND INFORMATION: The City’s currently adopted annual license fee and gaming device fees on gaming devices are set forth in Article V of Chapter 6 of the Municipal Code and are as follows:

   **Current:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual License Fee</td>
<td>$1,000.00 per year per device ($83.33/month)</td>
</tr>
<tr>
<td>Transportation Fee</td>
<td>$264.96 per year per device ($22.08/month)</td>
</tr>
</tbody>
</table>

   **Subtotal:** $1,264.96 per year per device

   Marketing Fee: $60.00 to $84.00 per year per device (varies between $5.00 and $7.00/month)
The Transportation Fee assists the Central City Transportation Enterprise with paying costs related to transportation-related services and improvements.

The Marketing Fee was established in 2011 (via Ordinance 11-16) to assist the City in funding certain marketing and advertising costs incurred by the City or the Central City Business Improvement District (the “CCBID”).

The Marketing Fee has been extended for each of calendar years 2012-2015. The Marketing Fee is currently scheduled to expire on December 31, 2016. As set forth in Ordinance 11-16, the City Council is required to approve any extension of the Marketing Fee by Ordinance. The Marketing Fee is currently imposed on a monthly basis at the rate of $7.00/month.

City Staff is proposing that the Marketing Fee be discontinued in calendar year 2017. Ordinance 16-04 clarifies that the same will not be collected in calendar year 2017. The City anticipates that the CCBID will continue to fund marketing and advertising costs but will likely fund such activities through a fee imposed on its membership.

Due to certain operational efficiencies of City Staff, increasing costs related to transportation-related projects, and the fact the CCBID financial support for Central City-Casino Parkway operating expenses terminates in 2017, City Staff is proposing some modifications and changes to the City’s currently adopted annual license fee and gaming device fees on gaming devices as follows:

**Proposed:**

<table>
<thead>
<tr>
<th>Fee</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual License Fee</td>
<td>$ 850.00 per year per device ($70.83/month)</td>
<td></td>
</tr>
<tr>
<td>Transportation Fee</td>
<td>$ 414.96 per year per device ($34.58/month)</td>
<td></td>
</tr>
</tbody>
</table>

*Subtotal:* $1,264.96 per year per device

Marketing Fee: None

As shown in the table above, the Annual License Fee has been decreased by an amount equal to a commensurate increase in the Transportation Fee in order to have additional revenue available to the City’s Transportation Enterprise in order to fund transportation-related projects and improvements in 2017 and future calendar years.

Ordinance 16-04 will, if adopted by Council, codify the new proposed Annual License Fee and Transportation Fee in Article V of Chapter 6 of the Municipal Code.

IV. **LEGAL ISSUES:** None.

VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** N/A
VII. SUMMARY AND ALTERNATIVES: City Council has the following options:

(1) Adopt Ordinance No. 16-04 on second reading;

(2) Direct staff to make revisions to the Ordinance and continue the public hearing to a date and time certain; or

(3) Reject or deny the Ordinance.

RECOMMENDED MOTION: "I MOVE TO APPROVE ORDINANCE NO. 16-04, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO, AMENDING ARTICLE V OF CHAPTER 6 OF THE CENTRAL CITY MUNICIPAL CODE REGARDING ANNUAL LICENSE FEES AND GAMING DEVICE FEES ON SECOND READING."

Attachments:

- Ordinance 16-04 (for second reading)
CITY OF CENTRAL, COLORADO
ORDINANCE 16-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CENTRAL COLORADO AMENDING ARTICLE V OF CHAPTER 6 OF THE CENTRAL CITY MUNICIPAL CODE REGARDING ANNUAL LICENSE FEES AND GAMING DEVICE FEES

WHEREAS, the City of Central is a home rule municipality that is authorized, pursuant to its Home Rule Charter, the Colorado Constitution and state law, to adopt ordinances in furtherance of the health, safety and welfare of the City’s inhabitants; and

WHEREAS, the City previously adopted license fees and gaming device fees on gaming devices, as codified in Article V of Chapter 6 of the Central City Municipal Code; and

WHEREAS, the City currently imposes and collects an annual license fee in the amount of $1,000.00 per gaming device per year (the “Annual License Fee”); and

WHEREAS, the Annual License Fee is collected on a monthly basis in the amount of $83.33 per month per device; and

WHEREAS, the City currently imposes and collects a monthly gaming device fee in the amount of $27.08 per month up to a maximum of $29.08 per month (the “Monthly Device Fee”) to fund transportation improvements and marketing and advertising costs; and

WHEREAS, the City established the Central City Transportation Enterprise (“Enterprise”) by Resolution No. 15-11 in order to pursue innovative and efficient means of completing surface transportation infrastructure projects within the City and to finance such improvements; and

WHEREAS, the Monthly Device Fee is currently allocated as follows:

(1) $22.08 per month per device (the “Transportation Fee”) to assist the City or the Enterprise in paying costs for transportation-related services and improvements; and

(2) $5.00 per month per device (up to a maximum of $7.00 per month per device) (the “Marketing Fee”) to assist the City in funding certain marketing and advertising costs incurred by the City or the Central City Business Improvement District (the “CCBID”); and

WHEREAS, the Marketing Fee was authorized by Ordinance 11-16 (the “Prior Ordinance”); and

WHEREAS, as authorized by the Prior Ordinance, the Marketing Fee was extended for each of calendar years 2012-2015; and
WHEREAS, the Marketing Fee was extended for calendar year 2016 by Ordinance 15-10; and

WHEREAS, the Marketing Fee, as extended by Ordinance 15-10, is scheduled to expire on December 31, 2016; and

WHEREAS, as set forth in the Prior Ordinance, the City Council may approve an extension of the Marketing Fee by Ordinance; and

WHEREAS, City Council desires to discontinue the Marketing Fee and clarify that the same will not be collected in calendar year 2017; and

WHEREAS, the City Council desires to decrease the Annual License Fee by an amount equal to a commensurate increase in the Transportation Fee in order to have additional revenue available to the Enterprise in order to fund transportation-related projects and improvements in 2017 and future calendar years; and

WHEREAS, the City Council desires to amend the gaming device regulations in order to recognize the revised Annual License Fee and Transportation Fee.

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

Section 1. Article V of Chapter 6 of the Central City Municipal Code is hereby amended to amend Sections 6-5-30 and 6-5-40 to read in full as follows:

Sec. 6-5-30. License Fee imposed.

(a) Commencing on January 1, 2017, the annual license fee, based on the number of gaming devices within each gaming establishment, is eight hundred and fifty dollars ($850.00) per gaming device. Annual license fees shall be paid on a monthly basis in the amount of seventy dollars and eighty-three cents ($70.83) per gaming devices operated within a gaming establishment.

(b) Notwithstanding the foregoing requirement to pay an annual license fee for each gaming device, the City Council is authorized to establish incentive programs where annual license fees may be temporarily waived or reduced on such terms and conditions as set forth by Resolution of City Council.

Sec. 6-5-40. Device fee imposed.

(a) In addition to, and separate and apart from, the annual license fee imposed under this Article, each gaming establishment shall be required to pay a monthly device fee for each gaming device operated within a gaming
establishment. The purpose of the device fee is to assist the Central City Transportation Enterprise in paying costs for transportation services and improvements that are necessary and are a result of and roughly proportionate to the impacts on the City of limited gaming. The monthly device fee is directly related to the need for increased transportation services and improvements necessary to serve the customers, employees and users of gaming establishments and will provide a significant and proportional benefit to such businesses.

(b) The device fee imposed pursuant to Sec. 6-5-40(a) (the "Transportation Fee") shall be a fee imposed and collected by the Central City Transportation Enterprise and is thirty-four dollars and fifty-eight cents ($34.58) per month for each gaming device commencing on January 1, 2017. All revenues generated by the Transportation Fee shall be deposited into the Transportation Enterprise Fund. Revenues collected from imposition of the Transportation Fee shall be imposed, collected and spent by the City’s transportation enterprise, as and if formed, and used exclusively for transportation services and improvements primarily serving or benefitting the gaming areas, and shall not be used for general operating expenses of the City.

(c) Notwithstanding the foregoing requirement to pay a monthly device fee to assist the City’s transportation enterprise with providing transportation services and improvements, the City Council is authorized to establish incentive programs wherein such device fee may be temporarily waived or reduced on such terms and conditions as set forth by resolution of City Council, except that no such waiver or reduction shall be authorized at any time when the device fee is pledged to the repayment of any City or City transportation enterprise outstanding obligation.

Section 2. Codification Amendments. The codifier of Central City’s Municipal Code is hereby authorized to make such numerical and formatting changes as may be necessary to incorporate the provisions of this Ordinance within the Central City Municipal Code.

Section 3. Severability. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance, the intention being that the various sections and provisions are severable.

Section 4. Repeal. Any and all ordinances or codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such ordinance or code or part thereof shall not revive any other section or part of any ordinance or code heretofore repealed or superseded and this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this Ordinance.
Section 5. Effective Date. This Ordinance shall become effective immediately following publication, public hearing and the approval of City Council following second reading in accordance with Sections 5.9 and 5.10 of the City Charter.

INTRODUCED AND READ by title only on first reading at the regular meeting of the City Council of the City of Central on the 4th day of October, 2016, at Central City, Colorado.

CITY OF CENTRAL, COLORADO

__________________________________________
Ronald E. Engels, Mayor

Approved as to form:

__________________________________________
Marcus McAskin, City Attorney

ATTEST:

__________________________________________
Reba Bechtel, City Clerk

PASSED AND ADOPTED on second reading, at the regular meeting of the City Council of the City of Central on the 18th day of October, 2016.

CITY OF CENTRAL, COLORADO

__________________________________________
Ronald E. Engels, Mayor
ATTEST:

______________________________
Reba Bechtel, City Clerk

POSTED IN FULL AND PUBLISHED BY TITLE AND SUMMARY in the Weekly Register Call newspaper on October 6, 2016.

POSTED AND PUBLISHED BY TITLE [AND SUMMARY IF AMENDED ON SECOND READING] in the Weekly Register Call newspaper on October 20, 2016.

CITY OF CENTRAL, COLORADO

______________________________
Ronald E. Engels, Mayor

ATTEST:

______________________________
Reba Bechtel City Clerk
Christine Jackie Mitchell  
330 Casey Street  
Central City, CO 80427

September 23, 2016

City of Central  
141 Nevada Street  
Central City, CO 80427

Hello Reba,

I am interested in the open position in Historical Preservation Committee. I do not have an architectural background but I am a quick learner and retain information well. As a young child my parents taught me the importance of history and heritage. I grew up in Jones, Oklahoma. Jones had one gas station, one small store, one school for all grades at the time much like Central City. You can find lots of Native American artifacts there because it is the home of the Kickapoo Nation. Even after my parents moved us to the city, they instilled in me to respect culture and to learn local history. This is one of the reasons my family moved to Central City.

I'm currently an Area Operational Manager for GuestPrep Cleaning Services. I also volunteer at the Colorado Railroad Museum assisting the Education Curator in spreading awareness of the museum educational programs and its history. I have a Bachelor's Degree in Liberal Studies Administrative Leadership from University of Oklahoma. My area of concentration at OU was research initiatives and quality initiatives. My professional background includes being a martial arts federation manager, gym owner, grocery store manager and pharmaceutical management.  
https://www.linkedin.com/in/jackiemitchell24

Thank you for your time and attention.

Best Regards,

Christine Jackie Mitchell
AGENDA ITEM # 10

CITY COUNCIL COMMUNICATION FORM

FROM: Marcus McAskin, City Attorney

DATE: October 13, 2016 (prepared for the October 18th Regular City Council meeting)

ITEM: Resolution No. 16-28: A Resolution of the City Council of the City of Central, Colorado, Approving a Settlement Agreement with the U.S. Environmental Protection Agency Regarding the Quartz Hill Tailings Pile

NEXT STEP: Make a motion approving the Resolution

___ ORDNANCE
X MOTION/RESOLUTION
___ INFORMATION

I. REQUEST OR ISSUE: Resolution No. 16-28 approves an Administrative Settlement Agreement and Order on Consent (the "Settlement Agreement") by and between the City and the U.S. Environmental Protection Agency ("EPA"). A copy of the proposed Settlement Agreement will be attached to Resolution No. 16-28 as Exhibit 1. This item was originally scheduled for consideration & action at the October 4th meeting but was continued to the October 18th meeting due to the fact that the EPA had not yet completed its internal review of the Settlement Agreement. As of the date on which this Council Communication Form was prepared, the EPA has completed the internal review and approval of the Settlement Agreement, but the City Attorney and special counsel (environmental counsel) have not yet conferred on the changes to the Settlement Agreement proposed by the EPA. If ready for City approval on October 18th, a copy of the Settlement Agreement will be distributed to City Council at or prior to the meeting.
If the Settlement Agreement is not ready for presentation to City Council at the October 18th meeting, the City Attorney will recommend that this item be continued to the November 1st regular meeting.

II. BACKGROUND: In March of 2016, the City acquired property commonly referred to as the Big-T parking lot from the prior owner, Pinnacle Entertainment, Inc. The special warranty deed transferring the property to the City was recorded on March 15, 2016 at Reception No. 155909 in the real property records of Gilpin County, Colorado. Certain of the property acquired is subject to a Superfund lien arising pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675 ("CERCLA"). The EPA filed a notice regarding the Superfund lien on the Property on September 3, 2008 in the real property records of Gilpin County (the "Superfund Lien"). As part of the City’s due diligence in acquiring the Big-T parking lot, the City entered into negotiations with the EPA and the Colorado Department of Public Health and Environment ("CPHDE") to release the Superfund Lien. The City engaged special environmental counsel, Polly Jessen with the Denver law firm of Kaplan Kirsch & Rockwell LLP to assist the City with the negotiations. Prior to proceeding to closing the City negotiated a reasonable steps letter with the EPA.

Background of Quartz Hill Site

The Central City/Clear Creek Superfund Study Area was added to the National Priorities List in September of 1983. The Study Area covers the approximate 400 square mile drainage basin of Clear Creek, and contains numerous inactive precious metal mines.

The Quartz Hill Site is within the Study Area. Contamination originated at Quartz Hill during the 1930s and 1940s as a result of the discharge of tailings from mills that processed gold ore extracted from numerous mines in the area.

In 1991, EPA issued a Record of Decision ("ROD") which called for stabilization and capping of Quartz Hill. In 2014, EPA and the CDPHE implemented the ROD by re-contouring and placing a geo-textile membrane and rock cap on Quartz Hill in order to prevent or minimize erosion into surface waters of the Study Area.

Primary Objectives of Settlement Agreement

As set forth in the Settlement Agreement, the mutual objectives of the City and the EPA are to:

a. reach a final settlement between the City and the EPA with respect to the Quartz Hill Site, thereby eliminating or reducing the risk of future litigation related to Quartz Hill;

b. eliminate the City’s risk of future CERCLA liability for the Quartz Hill Site; and
c. simplify any remaining administrative and judicial enforcement activities concerning Quartz Hill by eliminating the City from further involvement at Quartz Hill; and
d. to provide for full and complete contribution protection for the City with regard to the Quartz Hill property (in accordance with the Effect of Settlement/Contribution section of the Settlement Agreement).

III. RECOMMENDED ACTION / NEXT STEP: Make a motion to approve Resolution No. 16-28, approving the Settlement Agreement with the EPA. As set forth in the Settlement Agreement, the EPA has agreed to release any lien it may have on or around Quartz Hill under Section 107 of CERCLA, including release of the Superfund Lien. The Superfund Lien will be released within thirty (30) days of the Effective Date of the Settlement Agreement.

III. FISCAL IMPACTS: The Settlement Agreement obligates the City to fund and perform certain routine operation and maintenance activities associated with maintaining the integrity of the of the remedy (consisting of the rock cap currently in place). The Settlement Agreement includes a "checklist" of the required O&M activities. The City has agreed to undertake the O&M activities subject to a $2,500 one-year cap on expenses or a $10,000 cap over a ten-year period, which amounts may include the value of in-kind personnel or materials provided by the City.

V. LEGAL ISSUES: None, except as noted in Section I above (necessitated potential continuation to the November 1st regular meeting).

VI. CONFLICTS: None.

VII. SUMMARY AND ALTERNATIVES: City Council may approve the Resolution or table the item for further discussion and consideration.

PROPOSED MOTION: "I MOVE TO APPROVE RESOLUTION NO. 16-28, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO, APPROVING A SETTLEMENT AGREEMENT WITH THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGARDING THE QUARTZ HILL TAILINGS PILE."
CITY OF CENTRAL, COLORADO
RESOLUTION NO. 16-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO, APPROVING A SETTLEMENT AGREEMENT WITH THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGARDING THE QUARTZ HILL TAILINGS PILE

WHEREAS, the Quartz Hill tailings impoundment was developed in the 1930s and 1940s as a result of the discharge from mills that processed the gold ore extracted from numerous mines in the vicinity of the City of Central (the “City”); and

WHEREAS, after mill operations ceased, the tailings impoundment was re-graded into an approximately 500,000 cubic yard pile with steep slopes covering approximately five acres; and

WHEREAS, in accordance with authority provided in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (“CERCLA”), the U.S. Environmental Protection Agency (“EPA”) prepared a Record of Decision (“ROD”) for Operable Unit 3 of the Central City/Clear Creek Superfund Site; and

WHEREAS, the ROD calls for in-place capping of the Quartz Hill tailings impoundment to stabilize the pile and improve Clear Creek surface water quality by preventing surface water from contacting mine waste; and

WHEREAS, following years of City and other stakeholder input, the Colorado Department of Public Health and Environment (“CDPHE”) completed the Quartz Hill Remediation Project in August of 2014 and EPA placed a lien for EPA’s portion of the remediation costs on all of the property within the Quartz Hill site; and

WHEREAS, the Quartz Hill Remediation Project consisted of re-grading the tailings pile, construction of a new storm sewer, and placement of a geotextile and rock cover; and

WHEREAS, disruption of the geotextile and rock cover and site drainage could result in mine tailings exposure and impacts to surface water; and

WHEREAS, C.R.S. § 25-15-320(2)(b) requires environmental covenants to maintain and protect the geotextile and rock cover and integrity of the Project; and

WHEREAS, C.R.S. § 25-15-320(3)(b) authorizes CDPHE to waive the requirement for environmental covenants for parcels of land where the owner does not grant an environmental covenant under C.R.S. § 25-15-320 if the governmental entity having land use regulatory authority over the affected property has enacted an ordinance or resolution imposing the relevant environmental use restrictions; and
WHEREAS, the ownership of the Quartz Hill tailings impoundment is fragmented and complicated and CDPHE and the City have determined that placing covenants over the subject property would be burdensome; and

WHEREAS, a previous property owner has abandoned its interests in certain property in Quartz Hill and issued a quit claim deed to the City and the City has acquired another parcel as part of its acquisition of a site known as the “Big T lot,” both of which parcels are subject to EPA’s lien; and

WHEREAS, the City has jurisdiction over the Quartz Hill property and desires to enact concurrently Ordinance 16-03 to implement the required environmental use restrictions that will contribute to the protection of human health and the environment and will contribute to the maintenance of CDPHE’s environmental remediation action taken within the boundaries of the Quartz Hill property; and

WHEREAS, the City contemplates that future uses of the Quartz Hill property, such as a parking lot, apartment building, hotel, ballfields or other recreational facilities and/or other similar uses and structures may be allowed; and

WHEREAS, the City desires to settle any liability for EPA and CDPHE costs associated with the cost of the Quartz Hill Remediation Project, remove the EPA lien from its property, and reach agreement with EPA and CDPHE regarding a process for approval of future uses to preserve the efficacy of the remediation; and

WHEREAS, EPA and CDPHE desire to ensure the routine operation, maintenance, and protection of the CDPHE’s environmental remediation action;

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

WHEREAS, the City has reached final agreement with the EPA on that certain Administrative Settlement Agreement and Order on Consent (the “Settlement Agreement”) a copy of which is attached hereto as Exhibit 1.

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

Section 1. The City Council hereby approves the Settlement Agreement attached to this Resolution as Exhibit 1, authorizes the Mayor, in consultation with the City Manager and City Attorney, to make such changes as may be needed to correct any nonmaterial errors or language that do not increase the obligations of the City, and authorizes the Mayor to execute the Settlement Agreement on behalf of the City.

Section 2. Effective Date. This Resolution shall take effect upon its approval by the City Council.
ADOPTED THIS 18TH DAY OF OCTOBER, 2016.

CITY OF CENTRAL, COLORADO

By: ______________________________
    Ronald E. Engels, Mayor

ATTEST:                         APPROVED TO FORM:

By: ______________________________
    Reba Bechtel City Clerk
    Marcus A. McAskin, City Attorney

Resolution Exhibits:

Exhibit 1 – Administrative Settlement Agreement and Order on Consent
AGENDA ITEM # 11

CITY COUNCIL COMMUNICATION FORM

FROM: Daniel R. Miera, City Manager

DATE: October 18, 2016

ITEM: Resolution No. 16-31: A Resolution of the City Council of the City of Central, Colorado, Memorializing Funding Goals Related to the Restoration, Maintenance and Continued Operation of the Historic Belvidere Theater

NEXT STEP: Make a motion approving the Resolution

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I. **REQUEST OR ISSUE:** Resolution No. 16-31 sets forth funding goals associated with the Belvidere Theatre (the “Belvidere”). City resident Jack Hedahl presented the draft resolution to City Council at the October 4, 2016 meeting, during public comment. A restored Belvidere will provide an important community center for residents of the City and Gilpin County to assemble and participate in social and special events. If restoration efforts are successful, the Belvidere will generate revenue to the City to offset, in part, costs associated with the restoration, maintenance and operation of the Belvidere.

II. **BACKGROUND:** The City acquired the Belvidere from Gilpin County in July of 2016. The deed transferring the property to the City was recorded on July 26, 2016 at Reception No. 156841 in the Gilpin County real property records.
III. **RECOMMENDED ACTION / NEXT STEP:** Make a motion to approve Resolution No. 16-31, memorializing the funding goals associated with the Belvidere.

III. **FISCAL IMPACTS:** Expenditures associated with the restoration and maintenance of the Belvidere will necessarily be approved by City Council in future budget years and the current intent of Council is set forth with specificity in the Resolution as follows:

- Beginning with the 2017 fiscal year, the City shall identify a line item in the Historic Preservation Fund to be identified as “The Belvidere” and shall annually fund a minimum of Two Hundred and Fifty Thousand Dollars ($250,000.00) in each of fiscal years 2017, 2018, 2019, 2020, in addition to any money carried over from previous years and any amounts contributed, for the purpose of stabilizing, restoring, and maintaining the Belvidere.

- Beginning with the 2021 fiscal year, the City shall annually appropriate an amount equal to not less than twenty-five percent (25%) of all grants funds received annually from the State Historic Society grant, for purposes of, but not limited to, the restoration, maintenance, operation, and marketing of the Belvidere.

V. **LEGAL ISSUES:** None.

VI. **CONFLICTS:** None.

VII. **SUMMARY AND ALTERNATIVES:** City Council may approve the Resolution or table the item for further discussion and consideration.

**PROPOSED MOTION:** “I MOVE TO APPROVE RESOLUTION NO. 16-31, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO, MEMORIALIZING FUNDING GOALS RELATED TO THE RESTORATION, MAINTENANCE AND CONTINUED OPERATION OF THE HISTORIC BELVIDERE THEATER.”
CITY OF CENTRAL, COLORADO
RESOLUTION NO. 16-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL
MEMORIALIZING FUNDING GOALS RELATED TO THE RESTORATION,
MAINTENANCE AND CONTINUED OPERATION OF THE HISTORIC
BELVIDERE THEATER

WHEREAS, the Congress of the United States designated the City of Central as a
Registered National Historic Landmark on July 4, 1961, a designation valued by the residents
and officials of the City; and

WHEREAS, by virtue of the Landmark Designation Central City has an obligation to the
people of Colorado, and the nation, to preserve the buildings that embody the National Historic
Landmark theme of Western Expansion and the Mining Frontier for future generations; and

WHEREAS, the Shoo-Fly variety and dance hall, and Belvidere Theater (jointly, the
“Belvidere”), are historic structures which contribute to the City Landmark status and are in
critical need of stabilization and restoration; and

WHEREAS, the structural failure of the Belvidere would tear a hole in the architectural
fabric of Central City; and

WHEREAS, the City has received the “Belvidere Theater Historic Structure Assessment
and Preservation Plan” professionally prepared by the firms of Hord Coplan Macht and JVA,
Inc., which details the Belvidere’s structural needs and the costs to repair; and

WHEREAS, the Belvidere served the social needs of the Central City and Gilpin County
community for over 140 years; and

WHEREAS, the Gilpin County Board of County Commissioners wisely transferred
ownership of the Belvidere to the City of Central on the condition that the Belvidere be used for
public projects or public purposes; and

WHEREAS, the Central City gambling industry and other business owners have
identified the need for a central gathering place to attract group business and host special events,
a market segment currently untapped, and that such a meeting place would be available to the
public or other users on conditions to be imposed by the City in the future, and that the
successful restoration of the Belvidere will generate increased revenue for the benefit of the
residents as well as the businesses of the City; and

WHEREAS, a restored Belvidere would provide a place for organizations and people of
common interest throughout Gilpin County to assemble and participate in social events that are
essential to the emotional health and well-being of the community; and
WHEREAS, as a fully functioning facility, the Belvidere would generate revenue to, in part, offset the cost of its restoration, maintenance and operation; and

WHEREAS, to ensure the Belvidere will fulfill its promise of economic revitalization, ongoing funding will be necessary for maintenance, operation, administration, and marketing; and

WHEREAS, the City Council of the City of Central has appropriated $200,000 in the 2016 Annual Budget for historic preservation and has received contributions to be used to further the City preservation goals; and

WHEREAS, subject to annual appropriation, the City Council intends to appropriate City funds in future budget years to directly fund restoration and rehabilitation, to provide matching funds for grants, to attract contributions, and otherwise secure funds necessary to successfully complete the restoration of the Belvidere; and

WHEREAS, the City receives funds from the State of Colorado to support historic preservation efforts.

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

Section 1. The recitals set forth above are hereby incorporated by reference and are adopted as findings and determinations of the City Council.

Section 2. The City Manager shall take immediate steps to stabilize the Belvidere and expend money appropriated in the 2016 Budget for that purpose. Subject to review and approval by City Council during the 2017 Budget process, the City Manager is directed to carry over and transfer any unexpended money from the City’s Capital Improvement Fund, dedicated to the Belvidere, in fiscal year 2016 to the Historic Preservation Fund in the City’s 2017 Budget for purposes of stabilizing the Belvidere and otherwise funding restoration and maintenance efforts.

Section 3. Beginning with the 2017 fiscal year, the City shall identify a line item in the Historic Preservation Fund to be identified as “The Belvidere” (or similar) and shall, subject to annual appropriation by the City Council and availability of funding in each future budget year, annually appropriate a minimum of Two Hundred and Fifty Thousand Dollars ($250,000.00) in each of fiscal years 2017, 2018, 2019, 2020, in addition to any money carried over from previous years and any amounts contributed, for the purpose of stabilizing, restoring, and maintaining the Belvidere.

Section 4. Beginning with the 2021 fiscal year, the City shall, subject to annual appropriation by the City Council and availability of funding in each future budget year, appropriate an amount equal to not less than twenty-five percent (25%) of all Historic Preservation funds received annually from the State, for purposes of, but not limited to, the restoration, maintenance, operation, and marketing of the Belvidere.
Section 5. Effective Date. This Resolution shall take effect upon its approval by the City Council.

ADOPTED THIS 18th DAY OF October, 2016.

CITY OF CENTRAL, COLORADO

By: ________________________________
Ronald E. Engels, Mayor

ATTEST: ________________________________
Reba Bechtel, City Clerk

APPROVED TO FORM:

By: ________________________________
Marcus McAskin, City Attorney
AGENDA ITEM # 12

CITY COUNCIL COMMUNICATION FORM

FROM: Sam Hoover

THROUGH: Marcus McAskin, City Attorney

CC: Daniel Miera, City Manager

DATE: October 13, 2016 (prepared for October 18th Regular City Council meeting)

ITEM: Resolution No. 16-32: A Resolution Supporting the Plan to Change the Direction of Traffic on Main Street on an Interim Basis and Delegating Authority to the Public Works Director to Implement the Plan

NEXT STEP: Discussion and consideration of Resolution

___ ORDINANCE
X ___ MOTION/RESOLUTION
___ INFORMATION

I. REQUEST OR ISSUE: Resolution 16-32 authorizes a change in direction on Main Street, specifically between Nevada Street and Gregory Street as shown on the traffic plan attached to the Resolution as Exhibit 1 (the "City Project"). The Resolution approves the City Project and delegates authority to the Public Works Director to implement the plan.

The City Project has been discussed at prior City Council work sessions.
II. RECOMMENDED ACTION / NEXT STEP: Engage in discussion regarding the merits of the City Project and, if supported by a majority of City Council, consider a motion approving Resolution No. 16-32 to: (a) approve the City Project on an interim basis; and (b) delegate all necessary authority to the Public Works Director to complete the City Project subject to the conditions set forth with specificity in Section 2 of the Resolution.

III. FISCAL IMPACTS: As communicated to City Council during prior work sessions, the total cost to the City for the City Project is anticipated to be minimal given that the Public Works Department will be self-performing the majority of the sign removal, sign installation, and traffic control to properly implement the City Project. New signage is estimated to cost approximately $500.00. Costs associated with man-hours and equipment are estimated at less than $1,000.00.

IV. LEGAL ISSUES: The City is authorized to regulate traffic within the City pursuant to C.R.S. Section 31-15-702 and Article IV of Chapter 8 of the Municipal Code. It is well established that the regulation of traffic in a home-rule City is a matter of local concern.

V. CONFLICTS OR ENVIRONMENTAL ISSUES: None.

VII. SUMMARY AND ALTERNATIVES: City Council may approve the Resolution or table the item for further discussion and consideration.

PROPOSED MOTION: “I MOVE TO APPROVE RESOLUTION NO. 16-32, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO, SUPPORTING THE PLAN TO CHANGE THE DIRECTION OF TRAFFIC ON MAIN STREET BETWEEN NEVADA STREET AND GREGORY STREET ON AN INTERIM BASIS AND DELEGATING AUTHORITY TO THE PUBLIC WORKS DIRECTOR TO IMPLEMENT THE PLAN.”
CITY OF CENTRAL, COLORADO
RESOLUTION NO. 16-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, SUPPORTING THE PLAN TO CHANGE THE DIRECTION OF TRAFFIC ON MAIN STREET BETWEEN NEVADA STREET AND GREGORY STREET ON AN INTERIM BASIS AND DELEGATING AUTHORITY TO THE PUBLIC WORKS DIRECTOR TO IMPLEMENT THE PLAN

WHEREAS, pursuant to C.R.S. Section 31-15-702 and Article IV of Chapter 8 of the Municipal Code, the City of Central ("City") is authorized to regulate traffic within City limits; and

WHEREAS, the City desires to change the direction of traffic on a portion of Main Street, specifically between Nevada Street and Gregory Street as depicted on Exhibit 1 to this Resolution (the "City Project"); and

WHEREAS, preliminary plans for the City Project have been completed by the City’s Public Works Department and JVA, Incorporated; and

WHEREAS, the City’s Public Works Department intends on self-performing all work associated with the City Project; and

WHEREAS, the City Project will include the relocation of certain parking and loading areas and the installation of new traffic control signage; and

WHEREAS, it is well established that the regulation of traffic in a home-rule City is a matter of local concern; and

WHEREAS, the City Council desires to approve the City Project; and

WHEREAS, the City Project was discussed at the September 6, 2016 work session and the October 4, 2016 work session; and

WHEREAS, City Council desires to delegate all necessary authority to the Public Works Director to implement and complete the City Project.

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

Section 1. The foregoing recitals are adopted and incorporated herein as findings of the City Council.

Section 2. The City Council hereby approves the City Project identified in Exhibit 1 to this Resolution and delegates all necessary authority to the Public Works Director to complete the City Project subject to the following conditions:
(a) Prior to commencement of work associated with the City Project, the Public Works Director shall, in consultation with JVA, Incorporated, finalize a traffic control plan to be followed during the period that the City Project is completed in order to ensure that the safety of the traveling public is adequately protected during the completion of the City Project.

(b) All new signage to be installed as part of the City Project shall comply with all applicable standards set forth in the Manual on Uniform Traffic Control Devices ("MUTCD").

Section 3. Severability. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution, the intent being that the same are severable.

Section 4. Effective Date. This Resolution shall take effect upon its approval by the City Council.

ADOPTED THIS 18th DAY OF OCTOBER, 2016.

CITY OF CENTRAL, COLORADO

By: ____________________________________________
    Ronald E. Engels, Mayor

ATTEST:

By: ____________________________________________
    Reba Bechtel City Clerk

APPROVED TO FORM:

By: ____________________________________________
    Marcus A. McAarkin, City Attorney
AGENDA ITEM # 13

CITY COUNCIL COMMUNICATION FORM

TO: Mayor Engels and Members of City Council
FROM: Marcus McAskin, City Attorney
DATE: October 13, 2016 (Meeting Date October 18, 2016)
ITEM: Resolution No. 16-33: Awarding a Bid for the Wayfinding and Welcome-Gateway Signage Project (RFP 2016-CD-03) and Ratifying the City Manager's Execution of the Services Agreement with WJS Signs LLC d/b/a Precision Signs

___ ORDINANCE
___X MOTION / RESOLUTION
___ INFORMATION

I. REQUEST OR ISSUE: Resolution 16-33 ("Resolution") a services agreement with WJS Signs LLC, a Colorado limited liability company d/b/a Precision Signs ("Contractor") in the not to exceed amount of $64,616.00.

A copy of the services agreement is attached to this Council Communication Form for reference. The services agreement covers the installation of two (2) monument signs and six (6) wayfinding signs (collectively, the "City Signs").

This topic was presented to City Council at the October 4th regular meeting by Community Development Director Rears.

II. RECOMMENDED ACTION / NEXT STEP: Approval of Resolution No. 16-33. As discussed by Director Rears on October 4th, it is Staff's intent to have the Contractor commence installation of the City Signs in the immediate future so that the project may be completed before the end of calendar year 2016.
III. **Fiscal Impacts:** As set forth above, the not to exceed amount associated with the services agreement is $64,616.00.

IV. **Background Information:** Background information was presented to City Council on October 4, 2016.

V. **Legal Issues:** N/A

VI. **Conflicts or Environmental Issues:** N/A

VII. **Summary and Alternatives:** City Council may approve the Resolution or table the item for further discussion and consideration.

**Proposed Motion:** "I move to approve Resolution No. 16-33, a resolution of the City Council of the City of Central, Colorado, awarding a bid for the wayfinding and welcome-gateway signage project (RFP 2016-CD-03) and ratifying the City Manager's execution of the services agreement with WJS Signs LLC d/b/a Precision Signs."

Attachment to CCF: Services Agreement
SERVICES AGREEMENT FOR THE FOLLOWING PROJECT:

CENTRAL CITY WAYFINDING AND WELCOME / GATEWAY SIGNAGE

THIS SERVICES AGREEMENT ("Agreement") is made and entered into by and between the CITY OF CENTRAL CITY, a Colorado home rule municipal corporation (the "City"), and WJS SIGNS LLC, a Colorado limited liability company having a principal address of 404 Violet Street, Golden, Colorado 80401 (the "Contractor"). The City and the Contractor may be collectively referred to as the "Parties" and each individually as "Party".

RECITALS AND REPRESENTATIONS:

WHEREAS, the Contractor operates under the registered tradename of Precision Signs ("Precision Signs"); and

WHEREAS, the City issued RFP 2016-CD-03 (the "RFP") to solicit b:ds for the Central City Wayfinding and Welcome/Gateway Signage project (the "Project") on or about September 7, 2016, and the City received two bids by the closing date and time of the RFP; and

WHEREAS, the Contractor (through Precision Signs) submitted the lowest bid for the Project; and

WHEREAS, the City desires to retain the Contractor to provide certain sign design and installation services to the City, including but not limited to the design and installation of two welcome/gateway signs and six wayfinding signs (the "City Signs"); and

WHEREAS, the Contractor represents that the Contractor has the skill, ability, and expertise to perform the services described in this Agreement; and

WHEREAS, the City desires to engage the Contractor to provide the services described in this Agreement subject to the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by and between the Parties as follows:

1. LINE OF AUTHORITY: The Community Development Director or his designee (the "City Authorized Representative") is designated as the City Authorized Representative for the purpose of administering, coordinating, and approving the work performed by the Contractor under this Agreement. For purposes of this Agreement, the Contractor's designated
representative is William Stupansky or his designee (the “Contractor Authorized Representative”).

2. **SCOPE OF SERVICES:** Contractor shall install the City Signs in accordance with the scope of services and project specifications set forth in **Exhibit A** and in accordance with the preliminary design of the City Signs set forth in **Exhibit B** (collectively, the “Services” or “Scope of Services”). The Contractor shall perform the Services diligently and professionally and in a manner satisfactory to the City Authorized Representative. As set forth in Section 3, below, it is currently anticipated that the Contractor will initiate the performance of the Services after the Effective Date of this Agreement and will complete the same on or before **December 31, 2016**.

The City may, from time to time, request changes to the Scope of Services to be performed hereunder. If agreed to by both Parties, Contractor will, within a reasonable time period, provide to the City in writing a price and modification to services for the proposed addition to Services. Such changes, including any increase or decrease in the amount of the Contractor’s compensation, when mutually agreed upon between the City and Contractor, shall become an amendment to and part of this Agreement, provided any such change is in writing and signed by the City Authorized Representative and by the Contractor Authorized Representative.

If Contractor proceeds without such written change authorization, then the Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein, no agent, employee or representative of the City shall have the authority to enter into any changes or modifications, either directly or by implied by a course of action, relating to the terms and scope of this Agreement. If Contractor performs any work beyond the Services described in **Exhibit A**, it does so at its own risk.

Whenever the terms of the Scope of Services conflict with, or propose different terms than the terms of this Agreement, the provisions of this Agreement shall expressly control.

3. **COMPENSATION FOR SERVICES:** In consideration for the provision of Services described in **Exhibit A** and **Exhibit B** the City shall pay Contractor fifty percent (50%) of the Not to Exceed Figure set forth below within thirty (30) days of the Effective Date and shall pay the balance of the Not to Exceed Figure within thirty (30) days of the date on which the installation of the City Signs has been completed to the full satisfaction of the City Authorized Representative. To the extent that the City Authorized Representative identifies any punch-list items, the Contractor shall complete same to the satisfaction of the City Authorized Representative prior to the City authorizing final payment to the Contractor. Except as may be agreed upon by the City and Contractor through written change orders as described in Section 2 above, in no event shall the total fees and expenses paid to Contractor under this Agreement exceed **Sixty-Four Thousand Six Hundred Sixteen Dollars ($64,616.00)** (the “Not to Exceed Figure”). A detailed breakdown of the Not to Exceed Figure is set forth in **Exhibit C**.
4. **TERM**: It is mutually agreed by the Parties that the term of this Agreement shall commence as of the date of mutual execution of the Parties (the “Effective Date”) and shall terminate on **March 15, 2017**, unless earlier terminated by the terms of this Agreement. The warranty provisions set forth in Section 5 below shall survive termination of this Agreement. This Agreement shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the City’s satisfaction with all services received during the preceding term.

5. **WARRANTY**: The Contractor warrants that the products, described in Exhibits A and B and listed below (“Covered Products”), to be free of all defects in material and workmanship for five (5) years from the date that the installation of the Covered Products is completed by Contractor and have been finally accepted by the City. The Contractor will repair or replace, free of charge, any part proving defective in material or workmanship. All expenses related to replacing or repairing will be assumed by the Contractor with the exception of repairs resulting from misuse, abuse, accidents or unauthorized alterations. The Covered Products are the following:

   a. Two (2) Welcome to Central City monument signs (8’ x 16’) constructed from redwood timbers, cedar planks, routed aluminum and cultured stone as described and depicted in Exhibit B; and

   b. Six (6) directional signs constructed from redwood timbers, cedar planks and aluminum as described and depicted in Exhibit B.

6. **CONFLICT OF INTEREST**: The Contractor agrees that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the Services described herein, and the Contractor further agrees not to hire, pay, or contract for services of any official, officer or employee of the City. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor’s own interests, or the interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City.

7. **INDEPENDENT CONTRACTOR**: The Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the City other than as a contracting party and independent Contractor. The City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor’s employees, sub-Contractors, Contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers’ compensation; disability, injury, or health; professional liability insurance, errors and omissions insurance; or retirement account contributions.

8. **INDEMNIFICATION**: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other
person or entity whatsoever. The Contractor shall defend, indemnify and hold harmless the City, its elected officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, in any way resulting from or arising from this Agreement; provided, however, that the Contractor need not indemnify or save harmless the City, its officers, agents and employees from damages resulting from the negligence of City’s elected officials, officers, directors, agents, and employees. Contractor’s defense, indemnification and insurance obligations shall be to the fullest extent permitted by law and nothing in this Agreement shall be construed as requiring the Contractor to defend in litigation, indemnify or insure the City against liability arising out of the death or bodily injury to person or damage to property caused by the negligence or fault of the City or any third party under the control or supervision of the City.

9. INSURANCE: The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum statutory and legal obligations arising under this Agreement, including the indemnification obligations set forth in Section 8. At a minimum, Contractor shall maintain the following polices of insurance:

   a. Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law.

   b. Comprehensive General Liability Insurance with minimum combined single limits of One Million Dollars ($1,000,000) each occurrence and in the aggregate.

   c. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than of Two Million Dollars ($2,000,000) each occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Annual Work Plan.

All policies of insurance obtained by the Contractor shall provide that the insurer will give the City a minimum of thirty (30) calendar days written notice prior to the cancellation or material modification of any policy of insurance obtained to comply with this Section 9. The Contractor shall be solely responsible for any insurance deductible. The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or nonperformance of this Agreement.

10. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: The Parties hereto understand and agree that the City, its elected officials, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 et seq., C.R.S., as the same may be amended from time to time, or otherwise available to the City.
11. **ANNUAL APPROPRIATION:** The Parties understand and acknowledge that each of the City is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all obligations herein are expressly dependent and conditioned upon the continuing availability of funds beyond the term of each Party’s current fiscal period ending upon the next succeeding December 31. Obligations payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of each of the Parties and other applicable law. Notwithstanding any other provision to the contrary, continuation of this Agreement beyond December 31, 2016, is dependent upon the City appropriating sufficient funds for payment of fees due under this Agreement or necessary to perform the Services for such subsequent fiscal year. Nothing in this Agreement prevents the City from exercising discretion to decline to appropriate funds necessary for performance of this Agreement and discontinue services for which funds have not been appropriated. This Agreement does not require the City to borrow funds, extend credit or services, or make payments or provide services for which funds are not annually appropriated.

12. **ASSIGNMENT:** The Contractor covenants and agrees that it will not assign or transfer its rights hereunder, either in whole or in part without the prior written approval of the City. Any attempt by the Contractor to assign or transfer its rights hereunder shall, at the option of the City Authorized Representative, void the assignment or automatically terminate this Agreement and all rights of the Contractor hereunder.

13. **CITY REVIEW OF RECORDS:** The Contractor agrees that, upon a reasonable request of the City Authorized Representative, at any time during the term of this Agreement or three (3) years thereafter, will make available for inspection and audit upon request by the City Authorized Representative, those books and records of the Contractor’s Services performed under this Agreement. Nothing construed herein shall be construed as a requirement that Contractor shall provide its financial records determined to be proprietary by the Contractor. The Contractor shall maintain such records until the expiration of the three (3) years following the end of the term of this Agreement.

14. **OWNERSHIP OF DOCUMENTS:** Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the City of Central City upon delivery and shall not be made subject to any copyright unless authorized by the City. Other materials, methodology and proprietary work used or provided by the Contractor to the City not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The City shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by City staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, § 24-72-203, C.R.S., to the extent that such statute applies;
or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services.

15. TERMINATION:

a. **City Unilateral Termination**: The City shall have the right to terminate this Agreement, with or without cause, by giving written notice to the Contractor of such termination and specifying the effective date thereof, which notice shall be given at least sixty (60) calendar days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports which are considered to be documents subject to the Colorado Open Records Act shall become the City's property. The Contractor shall be entitled to receive compensation in accordance with this Agreement for any satisfactory work completed pursuant to the terms of this Agreement prior to the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor. The Contractor’s indemnification obligations hereunder shall survive termination of this Agreement.

b. **Termination for Non-Performance**: Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party which notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section 15.b., a “reasonable time” shall be not less than five (5) business days. In the event of a failure to timely cure non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and authorized reimbursable expenses if any. Such final accounting and final invoice shall be delivered to the City within fifteen (15) days of the effective date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the City. Provided that notice of non-performance is provided in accordance with this Section 15.b., nothing in this Section 15.b. shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

16. NOTICES: Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

To the City: Central City
Attn: City Manager
141 Nevada Street
P.O. Box 249
Central City, CO 80427
With a copy to: Michow Cox & McAskin LLP
City Attorney
6530 S. Yosemite St., Ste. 200
Greenwood Village, CO 80111

To the Contractor: WJS Signs LLC
404 Violet Street
Golden, CO 80401

With a copy to: Precision Signs
Attn: Jennie Meeks
404 Violet Street
Golden, CO 80401

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first class U.S. mail, via facsimile, or other method authorized in writing by the City Authorized Representative and the Contractor Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) working days after the date of mailing, whichever is earlier. The Parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

17. NONDISCRIMINATION: In connection with the performance of Services under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

18. PROHIBITIONS ON PUBLIC CONTRACTS FOR SERVICES: The Contractor certifies that it shall comply with all applicable provisions of C.R.S. §§ 8-17.5-101 et seq. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

The Contractor represents, warrants, and agrees:

a. that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify or the Department Program;

b. that the Consultants are prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed; and

c. if the Consultants obtain actual knowledge that a subcontractor performing work
under the public contract for services knowingly employs or contracts with an illegal alien, the Consultants shall be required to:

i. Notify the subcontractor and the contracting state agency or political subdivision within three days that the Consultants has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

ii. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to 8-17.5-102(2)(b)(III)(A) the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultants shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The Contractor further agrees that it shall comply with all reasonable requests made in the course of an investigation under C.R.S. § 8-17.5-102(5) by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or C.R.S. § 8-17.5-101 et seq., the City may terminate this Agreement for breach and the Contractor shall be liable for actual and consequential damages to the City.

19. GOVERNING LAW; VENUE: This Agreement shall be deemed to have been made in, and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Gilpin, State of Colorado. The Contractor expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

20. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the Services performed under this Agreement by the Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Contractor shall also comply with all applicable ordinances, regulations, and resolutions of the City and shall commit no trespass on any public or private property in the performance of any of the Services identified in this Agreement.

21. SEVERABILITY: In the event any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected, provided that the remaining provisions without the invalidated provisions are consistent with the Parties’ intent. Should either party fail to enforce a specific term of this Agreement it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

22. NO THIRD PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Contractor, and nothing contained in this Agreement shall give or allow
any such claim or right of action by any other or third person under such Agreement.

23. HEADINGS; RECITALS: The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The Recitals to this Agreement are incorporated herein.

24. ENTIRE AGREEMENT: The Parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any elected official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement, except those which are expressly reserved herein to the City Authorized Representative and/or the Contractor Authorized Representative, shall be valid unless they are contained in writing and executed by all the Parties with the same formality as this Agreement.

25. FORCE MAJEURE: Neither Party shall be liable for damages, delays, or failure to perform its obligations under this Agreement if performance is made impractical or impossible, or unpredictably and abnormally difficult or costly, as a result of any unforeseen occurrence, including but not limited to fire, flood, acts of God, civil unrest, failure of a third party to cooperate in providing services other than Contractor’s subcontractors, or other occurrences beyond the reasonable control of the party invoking this Force Majeure clause. The Party invoking this Force Majeure clause shall notify the other Party immediately by verbal communication and in writing of the nature and extent of the contingency within five (5) business days after its occurrence or discovery of its occurrence, and shall take reasonable measures to litigate any impact of the event that triggered the invoking of this Force Majeure clause. If the Force Majeure event shall impact schedule or increase the costs incurred by Contractor, such items shall be handled in accordance with Sections 2 and 3.

IN WITNESS WHEREOF, the City and the Contractor have executed this Services Agreement as of the above date.

SIGNATURE PAGE FOLLOWS
CONTRACTOR: WJS SIGNS LLC, a Colorado limited liability company

BY: __________________________________________

Name: _______________________________________
Title: _______________________________________

DATE: __________________________, 2016

STATE OF COLORADO  )
 ) ss.
COUNTY OF ___________)

The above Services Agreement was acknowledged before me this ___ day of __________, 2016 by ______________ as the ___________________ of WJS SIGNS LLC, a Colorado limited liability company. Witness my hand and official seal.

My commission expires: ________________________

__________________________________________
Notary Public

CITY OF CENTRAL, a home rule municipality of the State of Colorado

BY: _______________________________________
    Daniel Miera, City Manager

DATE: __________________________, 2016

ATTEST:  REVIEWED BY:

____________________________________________________________________
Reba Bechtel, City Clerk  Marcus McAskin, City Attorney

DATE: _________________________, 2016  DATE: _________________________, 2016

10
EXHIBIT A

SCOPE OF SERVICES AND PROJECT SPECIFICATIONS

A. WAYFINDING/DIRECTIONAL SIGNAGE

1.1 PROJECT STANDARDS

1. Performance Requirements

   a. Provide workmanship and materials, free of defects. Defects shall be defined as, but shall not be limited to delamination, abnormal deterioration, fading and discoloration, weathering, failure of securing to substrates indicated, cracking, corrosion or coating damage, or visible scratches on surfaces.

   b. Signage shall not bear manufacturer’s code or other identifying marks on any area or part, which may be visible in the normal positioning, attitude, or use of the sign item. Date stickers to be affixed to back of signs.

   c. Contractor shall ensure that the design of support substrates and structures are adequate and compatible for the performance of all work required.

1.2 DESIGN

1. The City is looking for sign designs for primary, secondary, tertiary, and destination wayfinding signs. The design of these signs must be durable, adaptable, reflective and meet the Colorado Department of Transportation (“CDOT”) minimum requirements. Bidder must provide a minimum of one sign design for each category of sign as identified in the City Plan. Gateway signage is not included in this Section I of Exhibit A. All sign designs must incorporate the City of Central logo. Maximum sizes for each sign type are identified in the Wayfinding Plan. Sign designs should be adaptable and updateable to account for changing locations of destinations around the City.

2. The artistic City entry sign and landscape design should be low maintenance and enhance or relate to the entry sign monument.

3. Include a concrete/stone sculpture pad/pads for the entry sign/monument. The entry sign/monument will be viewed from all sides, 360 degrees. The entry sign must identify Central City. The entry sign/monument can be a single object identifying the City or a series of objects. The City name can be included on other sides of the entry sign if the artistic sign/monument incorporates or dictates it by design.
4. Types and Quantities Required.

a. **Primary Directional Signs.** Primary directional signage is to be located roadways throughout the city and is designed for speeds 35 mph and above. Per CDOT requirements these signs must have engineered grade reflectivity lettering, be a maximum size of 4’x6’ (w x h), and meet the CDOT M and S Standards for Class 2 Signs, with zeebar mounting brackets and rivets covered with decals.

b. **Secondary Directional Signs.** Secondary directional signage is to be smaller versions of the primary directional signage. Dependent on site constraints such as locations in the historic downtown, these signs will have different sizes and pole location types. These signs are designed for speeds of less than 35 mph. Secondary signage provides directional information to multiple destinations and provides cirections to more specific locations within the different commercial districts and points of interest. Per CDOT requirements these signs must have engineered grade reflectivity, be a maximum size of 3’x3’6”, and meet the CDOT M and S Standards for Class 1 Signs.

c. **Tertiary Directional Sign.** Tertiary directional signage is the smallest version of wayfinding signage. These signs provide directions to specific locations that are off the primary routes of travel. They are intended for directional information for vehicles, bicyclists, and pedestrians. They can also be utilized on the trail systems. Since these will not be in the CDOT right-of-way these signs do not need to meet CDOT M and S Standards.

d. **Destination Signs.** Destination signage indicates your arrival at a location within the City. These signs can also be utilized to post regulatory language for the use of a public destination such as a park. These signs are scaled to be easily identified by vehicle or pedestrian traffic. They should also create an entrance to the destination.

1.3 **MATERIALS**

1. Materials used must represent the historic background of the City as well as the surrounding area (i.e. rock foundation for entry way signs).

2. Materials shall be new stock, free from defects impairing strength, durability, or appearance.

3. Aluminum:
a. Aluminum used for all exposed surfaces shall be a minimum thickness of 0.125” with a painted finish as selected by Designer. Aluminum sheet thicknesses shall be as noted on plans.

b. Aluminum used for concealing framing of signage shall be a minimum thickness of 0.125” with a mill finish.

c. Contractor shall provide aluminum of the best commercial quality with the various form straight and true. Contractor shall replace materials that have scratches, scars, creases or buckles.

d. Welded joints shall be heli-arc welded in conformance with the American Welding Society and the Aluminum Association’s specifications.

4. Fasteners shall be non-corrosive type fasteners, nonconductive or insulated when joining non-compatible materials. Vandal-resistant fasteners are required on signs.

5. Engineered grade reflectivity shall be used on any signs located in the CDOT right-of-way.

6. Other proposed sign materials must be pre-approved by the City and CDOT prior to the bid submittal deadline. Contractor must provide cut sheets for the proposed material to be approved by the City and CDOT. E. Quality Assurance 1. Contractor shall comply with all municipal and state code requirements. 2. Contractor shall ensure that all signs comply with The Americans with Disabilities Act, ADA Section 4.30 Signage; Section 4.30.5 Finish and Contrast; Section 4.30.6 Mounting and Location and Height. F. Warranty. Contractor shall provide a five (5) year written warranty on all materials and workmanship for sign structures.

1.4 SUBMITTALS

1. Contractor shall submit a minimum of one design for each type of sign as identified above. Contractor shall provide a PDF of each design and three (3) 11"x17" copies with the bid submittal.

2. Prior to commencement of work, Contractor shall provide PDF’s and three (3) 11"x17" copies of shop drawings of all fabricated items. At a minimum, these drawings shall include: a. Dimensions, details of construction, materials, technical data, and installation instructions for each type of sign required. b. Anchorages and accessory items. c. Location template drawings for items supported or anchored to permanent construction.

3. Contractor shall submit samples and color match samples (colors and finishes as indicated on drawings) for each sign type.
a. Submit proofs of artwork, map art, and symbols.

b. Submit prototype samples and color match samples.

c. For all sign types, submit complete alphabet numerals, punctuation, materials, and graphics for review prior to start of fabrication. If more than one supplier’s cut will be used, submit each cut for review.

d. Submit templates or samples showing front or word spacing for each dimensional wall-mounted letter, for review and written approval.

4. Contractor shall provide structural drawings, with engineer’s signature and seal, for all sign types included in the project identifying all applicable mounting applications.

B. WELCOME/GATEWAY SIGNAGE

1.1 MATERIALS

1. Materials used must represent the historic background of the City as well as the surrounding area (i.e. rock foundation for entry way signs, images visible on signs)

2. Materials shall be new stock, free from defects impairing strength, durability, or appearance.

3. Aluminum:

   a. Aluminum used for all exposed surfaces shall be a minimum thickness of 0.125” with a painted finish as selected by Designer. Aluminum sheet thicknesses shall be as noted on plans.

   b. Aluminum used for concealing framing of signage shall be a minimum thickness of 0.125” with a mill finish.

   c. Contractor shall provide aluminum or materials of the best commercial quality with the various form straight and true. Contractor shall replace materials that have scratches, scars, creases or buckles.

   d. Welded joints shall be heli-arc welded in conformance with the American Welding Society and the Aluminum Association’s specifications.

4. Fasteners shall be non-corrosive type fasteners, nonconductive or insulated when joining non-compatible materials. Vandal-resistant fasteners are required on signs.
5. Engineered grade reflectivity shall be used on any signs located in the CDOT right-of-way.

2. Other proposed sign materials must be pre-approved by the City prior to the bid submittal deadline. Contractor must provide cut sheets for the proposed material to be approved by the City.

3. Quality Assurance - Contractor shall comply with all municipal and state code requirements.

4. Warranty - Contractor shall provide a five (5) year written warranty on all materials and workmanship for sign structures.

1.2 SUBMITTALS

1. Contractor shall submit a minimum of one design for each proposed sign as identified above. Contractor shall provide a PDF of each design and three (3) 11"x17" copies with the bid submittal.

2. Prior to commencement of work, Contractor shall provide PDF’s and three (3) 11"x17" copies of shop drawings of all fabricated items.

3. At a minimum, these drawings shall include:
   a. Dimensions, details of construction, materials, technical data, and installation instructions for each type of sign required.
   b. Anchorages and accessory items.
   c. Location template drawings for items supported or anchored to permanent construction.

4. Contractor shall submit samples and color match samples (colors and finishes as indicated on drawings) for each sign type.
   a. Submit proofs of artwork, map art, and symbols.
   b. Submit prototype samples and color match samples.
   c. For all sign types, submit complete alphabet numerals, punctuation, materials, and graphics for review prior to start of fabrication. If more than one supplier’s cut will be used, submit each cut for review.
   d. Submit templates or samples showing front or word spacing for each dimensional wall-mounted letter, for review and written approval.

5. Contractor shall provide structural drawings, with engineer’s signature and seal, for all sign types included in the project identifying all applicable mounting applications.
1.3 FIELD VERIFICATION AND DISCREPANCIES

1. **Site.** The Contractor will be responsible for verifying all site conditions with regards to fabrication and installation before manufacturing the signage. Any conditions that would impede the proper and timely completion of the work should be presented to the City’s representative in writing.

2. **Sign Location Plans.** Locations shown on the Sign Location Map are for general placement only. The Contractor shall confirm each sign’s location with the City’s representative and identify the sign’s location via stake and flag for field verification. Final locations will need all approvals by local and state jurisdictions.

3. **Discrepancies.** The Contractor shall notify the City’s representative of any discrepancies in the conceptual design documents as well as discrepancies in field dimensions or field conditions that would require changes in the sign’s construction details. All discrepancies shall be brought to the attention of the City’s representative.

4. **The Contractor shall not displace or modify the historic stone foundation wall by the Parkway entryway location without the advance written approval of the City Authorized Representative.**

1.4 ARTWORK

1. All enlarging and reducing of supplied artwork images will be the responsibility of the Contractor. Any discrepancies after enlarging or reducing vs. original artwork are to be addressed with City’s representative prior to reproduction.

2. The City will not submit electronic artwork for the Contractor’s use in shop drawings except for custom created logos, icons, typography, etc. Artwork for general fabrication items will not be submitted so Bidders must account for this in their delivery time frames and bid costs.

1.5 SUBMITTALS TO CITY AND SIGN CLARIFICATIONS

1. Color samples, material samples, submittals, copy layouts, and working drawings are to be provided for approval by the City’s representative prior to manufacture by the Contractor. Full size copy layouts from the Contractor will also be required as needed.

2. **Shop Drawings.** Shop drawings are the responsibility of the Contractor for each of the disciplines contained within and are to include all necessary dimensions drawn to scale, details, internal mechanicals, joint connections, hidden connections, anchorage to footings, section views as needed, etc. These must be
submitted and approved prior to beginning any construction. Scans or copies of the enclosed conceptual design documents with Contractor's title block will not be accepted for approval as working drawings. The Contractor is responsible for all aspects of fabrication including engineering, installation techniques and performance, as well as field coordination with the Contractor’s installation subcontractors.

3. **Paint.** Each Bidder will supply one sample of each color on minimum 4” x 4” plate with the bid package. The sample will not be returned. All paints used must retain a minimum 5-year warranty for interior and exterior signage. This includes no cracking, flaking, or fading. Exterior paints should be 2-part catalyst hardened urethane, base coat, top coat, matte finish unless otherwise specified. Of note, the Contractor may be asked to supply more color samples to the City for further review. Contractor to make every effort to incorporate “anti-graffiti” coatings wherever possible.

4. **Vinyl.** All vinyl will need to be 3M Scotchcal graphic vinyl, or Gerber equivalent. First surface application is required unless otherwise specified on conceptual drawings.

5. **Inkjet.** One (1) proof of each type of inkjet graphic will need to be submitted at full-size by the Contractor. For large format graphics, a minimum 12” x 12”, full size portion will need to be submitted by the Contractor. Proofs are to be of equal or greater reproduction quality than the original artwork provided. All inkjet graphics are to be printed on 3M material or equivalent using pigment-based ink to prevent fading and discoloration. If necessary, laminates are to be 3M material or equivalent, gloss or matte finish as specified. Warranty information for all inkjet applications must be provided at no less than five years.

6. **Materials.** All wood, stone, brick or brick veneer components will need to be sealed to protect against decay, mildew, and discoloration.

   a. All aluminum components and panels will need to have a minimum wall thickness of 0.125” or greater.

   b. All hardware will need to be secured with Loctite or equivalent to deter vandalism.

   c. Seamless construction is required. All seams/welds will need to be filled, ground, sanded and finished smooth.

   d. No visible fasteners are allowed unless they are specifically part of the design intent and noted on the conceptual design documents.
7. **Installation and Permits.** All breakaway details to conform to CDOT/ City standard requirements.

8. Pin mounted letters should be set in Hilti epoxy or equivalent to deter theft and vandalism. Exterior pin mounted letters should be set in Hilti epoxy or equivalent and sealed with silicone or equivalent waterproofing sealer.

9. Signage design and installation for this project must conform to all federal, state, and city regulations and ordinances. It is the responsibility of the Contractor to submit drawings to the proper agencies for review and approval prior to construction. It is also the responsibility of the Contractor to obtain the necessary permits and approvals prior to construction. Final locations will need all approvals by local and state jurisdictions.

10. Designs should allow for compliance with all applicable permitting requirements, including but not limited to: US Army Corp of Engineers, State and County Erosion and Sedimentation Control and State and County Stream Buffer requirements.

11. **Permits.** The Contractor shall be also responsible for:

   a. Department of Transportation Permits

   b. Erosion and Sedimentation Control Plan (if applicable)

   c. Traffic Control Plan for Construction Activities

   d. Identification of Required Right of Way and Construction Easements. These shall be acquired by the City of Central with appropriate documents submitted by the Contractor.

   e. Any/all required city permits.

   f. Utility Agreements, Applicable Permits or Relocation Plan and/or Contractor Certification of “No Conflict.”

12. A field survey is required for each sign location prior to producing final shop drawings to verify architectural integrity and layout. The survey will also identify any sign location issues that will need to be addressed prior to installation (i.e. encroachments, ROW issues, etc.). All conceptual design documents in this bid package are for intent only.

13. No dimensions have been confirmed. It is the responsibility of the Contractor to verify all field measurement and dimensions.
14. At the completion of the project, the Contractor shall provide as built drawings to include one (1) full size Mylar, one (1) full size paper print and CDROM with (Auto Cad) electronic design files, notes and calculations for each Monument location.

15. **Signage Protection.** Contractor will need to coordinate protection of all signs until a punch list is completed by the City.

16. Fading, cracking, oil canning, peeling, delaminating, rusting, corroding, and structural failure, including distortion, will be construed to mean failure due to faulty materials and workmanship.

17. All products, materials, adhesives, paints, etc. shall be covered by standard warranty. Failures during the warranty period shall be repaired or replaced to the satisfaction of the City.

### 1.6 DESIGN CONSULTANT

1. The Contractor will be responsible for structurally designing the sign’s foundation and all required structural supports. The Bidder will be a registered engineer, or a firm with a registered engineering staff, registered in the State of Colorado and will be designated at the time of the bid. The engineer’s name, state license and registration numbers must be included with the bid package along with proof of applicable insurance certificates including professional liability insurance limits.

### 1.7 CITY DELIVERABLES

1. The City of Central has not developed any engineered plans for this project but will make the following available for the fabrication/construction/installation of this project.

   a. Location Maps for each of the Monument Signs
   
   b. Concept Intent Design
   
   c. Acquisition of any and all easements and/or right of way for the project, if applicable.
LOCATION OF PARKWAY MONUMENT SIGN:

Per language set forth in the Agreement above, the Contractor shall not displace or modify the historic stone foundation wall by the Parkway entryway location without the advance written approval of the City Authorized Representative.
LOCATION OF LAWRENCE STREET MONUMENT SIGN:
EXHIBIT B

FINAL SIGN DESIGNS
# EXHIBIT C

## FINAL PRICING BID

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<tr>
<th>JOB NAME AND LOCATION</th>
<th>DESCRIPTION</th>
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<tr>
<td>City of Central City Signage Package</td>
<td></td>
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<tr>
<td>Proposal for Monuments</td>
<td></td>
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**Main Town Entrance Monument and Intown Monument (Non-Illuminated)**
- Complete Sign Package to include the following below:
  - Monument wall & Column will have (a) stone (to match existing stone) on property with 10' X 10' Redwood Timbers for top and along back with overall size being 8'H X 16'W Center is 2" Thick Cedar Plank (which over time will turn gray & requires no upkeep) We will rough saw for a nice finish then 1/4" Power Coated Black Lettering to read: CENTRAL CITY
  - COLORADO ESTABLISH 1859 along with WELCOME TO will be stud mounted to wood sign and silicone
  - Cedar plank is 4'H X 13'W Then Colorado - "C" & Ore Cart is 1/4" Aluminum Painted per diagram
  - Aluminum Plaque 1/2" thick for National Historic Landmark District will be applied to face with Bronze outline
  - Compacted Subgrade with footing behind contractor / engineered drawing will be required for permitting

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**Proposed directional signage**
- Red Wood Timbers (4" X 4") @ 7'H and 4'H (2) for back support with Decorative Black mounting pieces
- Then 2" Cedar Plank Back (which over time will turn gray & requires no upkeep) We will rough saw for a nice finish then apply 1/8" thick Aluminum Painted Black with White Painted Copy for the directions approx size 5'H X 30"W
- Routed header piece 1/8" Aluminum with Black Vinyl copy applied to top

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<td></td>
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**Pulling Permits with City of Central City**
- $250.00 + Fee's associated with Permit
  - Precision will pull permits and provide engineering drawing to City for approval of new signage

| Amount | | |
|--------| | |
| $250.00 | | |

**Excludes:** Electrical and irrigation, Soil and Material Testing, Replacement Soil if necessary after testing
- Cost of removing interior soils, if necessary, Landscape will be block (at this time) Ground movement
- Landscape replacement and repair.
- Cost of engineering drawing and inspections

**Installation**
- All installation methods used are methods that are standard in the sign industry.

**Warranty:**
- The Warranty for the above Signs is a live (5) year all parts and labor included in above

**Note:**
- The price for the above work does not include any permit costs. Any permit costs and/or drawings required by the city will be billed additionally. Precision Sign Company will not be responsible for final electrical hookup or penetrations through Membrane Roof or Walls. Due to manufacturing processes colors & sizes may change slightly, but changes will be kept to a minimum. Please note that delivery time is quoted 4-6 weeks after receipt of deposit, signed proposal & required permits. All signs remain property of Precision Sign Company until paid in full.

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<th>Date:</th>
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Purchase Order Number:  

26
CITY OF CENTRAL, COLORADO
RESOLUTION NO. 16 33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO AWARDING A BID FOR THE WAYFINDING AND WELCOME-GATEWAY SIGNAGE PROJECT (RFP 2016-CD-03) AND RATIFYING THE CITY MANAGER’S EXECUTION OF THE SERVICES AGREEMENT WITH WJS SIGNS LLC D/B/A PRECISION SIGNS

WHEREAS, the City of Central (“City”) solicited proposals for the Wayfinding and Welcome-Gateway Signage (RFP No. 2016-CD-03) (the “Project”) in accordance with Colorado law by posting a request for proposals (“RFP”) on the Rocky Mountain E-Purchasing System; and

WHEREAS, City Staff has evaluated the bids received from the two (2) firms that submitted proposals together with the specific criteria set forth in the RFP to determine the responsible and responsive bidder for the Project; and

WHEREAS, it is the desire and intent of the City Council to award the services agreement to the responsible and responsive bidder who submitted a proposal in compliance with the reasonable and stated specifications contained within the RFP; and

WHEREAS, the City Council, after full consideration of the bids submitted and the recommendation of the City’s Community Development Director, presented to City Council at the October 4, 2016 regular meeting finds that WJS SIGNS LLC, a Colorado limited liability company d/b/a PRECISION SIGNS (the successful bidder, hereinafter the “Contractor”) submitted the responsible and responsive bid for the Project; and

WHEREAS, it is in the best interests of the City to award the bid for the Project to the Contractor in the not to exceed amount of Sixty-Four Thousand Six Hundred Sixteen Dollars ($64,616.00), based on the specific scope of work set forth in the Contractor’s bid and the estimated work quantities associated with the Project, including two (2) gateway signs and six (6) directional signs; and

WHEREAS, the City desires to enter into a services agreement with the Contractor to have the Contractor perform the work described with particularity in the RFP (the “Services Agreement”); and

WHEREAS, based on direction provided by City Council to the Community Development Director at the October 4th regular City Council meeting, the Services Agreement has been finalized and presented to the Contractor and City Manager for review and execution; and
WHEREAS, a copy of the Services Agreement is on file with the Community Development Director and City Clerk.

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

Section 1. The City Council hereby: (a) awards the Project to the Contractor in the not to exceed amount of Sixty-Four Thousand Six Hundred Sixteen Dollars ($64,616.00); (b) authorizes the City Attorney to finalize and to make such changes as may be needed to correct any nonmaterial errors or language or to negotiate such changes to the Services Agreement as may be appropriate that do not substantially increase the obligations of the City; (c) authorizes the City Manager to execute the Services Agreement on behalf of the City; and (d) ratifies the City Manager’s execution of the Services Agreement on behalf of the City if and to the extent that the Services Agreement was executed prior to the effective date of this Resolution.

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

ADOPTED THIS 18th DAY OF OCTOBER, 2016.

CITY OF CENTRAL, COLORADO

By:________________________________________
    Ronald E. Engels, Mayor

ATTEST:

By:_______________________________________
    Reba Bechtel, City Clerk

APPROVED TO FORM:

By:________________________________________
    Marcus McAskin, City Attorney
To: Mayor and Council  
From: Daniel R. Miera, City Manager  
Date: October 18, 2016  
Re: Staff Report

❖ General

- Conducted Staff Meetings.
- Various meetings with council members, staff, and community members.
- Attended Rotary Meetings.
- Observed the Columbus Day Holiday (October 10th)

❖ Legal

- Worked with City Attorney McAskin and Special Counsel Polly Jessen on the proposed Settlement Agreement with the EPA regarding Quartz Hill.
- Met with City Water Counsel Andrea Benson and City Water Engineer Dan Ault to discuss water augmentation opportunities.

❖ Finance

- Worked with Finance Director Abigail Adame to prepare the preliminary budget document for FY 2017.

❖ Community Development / Planning

- Attended a meeting with the Mayor and the Central City Opera to discuss their strategic planning efforts.
- Met with potential developers of future projects (e.g. Iron Horse, Big-T Hotel, etc.).
- Met with a group that desires to relocate their fitness and training business to Central City.

❖ Intergovernmental Relations

- Attended the Joint City/County Meeting for the Law Enforcement Services IGA.
- Met with Black Hawk City Manager Jack Lewis, Silver Dollar Metro District Director Lynette Hailey, and CCBID Director Joe Behm to discuss potential long-term solutions to the bus parking situation.
- Participated on behalf of the City at the annual CML Policy Committee Meeting.
❖ **Water**

- Attended a Tour of the Raw Water Intake Structures with Water Director Jason Nelson and former Central City Manager Jack Hidahl.

❖ **Public Safety**

- Met with City Attorney McAskin, City Prosecutor Andy Ausmus, and Captain Tom Ihme to discuss the transition to the IGA with respect to ticket writing and municipal court.
To: Mayor Engels, City Council, and City Manager Miera
From: Reba Bechtel, City Clerk
Date: October 4, 2016
Re: Bi-weekly Report

- Prep for the Regular Council meeting of 10/18.
- Attended Special Council meeting 10/5.
- Processed and issued renewal of Medical Marijuana License for Green Grass LLC at 440 Lawrence St.
- Misc information regarding: sign permits, special events, building permits, code questions, HP, records response, liquor, and marijuana.
The Water Department is pleased to announce that the City of Central’s 2017 Lead and Copper Monitoring Program was successfully completed. On all residential properties sampled, lead and copper levels were well below regulated concentrations.

On October 6th, an abandoned mine collapsed in the parking lot of the Gold Mountain Village Apartment Complex. The mine shaft is approximately two feet from an 8-inch water main. Currently, the water main has not been compromised. Personnel from the Colorado Division of Reclamation Mining and Safety are aware or the situation and working on a solution. City of Central’s Engineer will also be assisting. Repairs should begin during the week of October 9th.

Water Department Staff has been conducting tours of the intake structures. There is still time to go on further tours if anyone is interested.

Raw water quality has improved throughout the Fall. Raw water treatment has become significantly easier. Routine operations are proceeding normally.
To: Mayor Engels, City Council, and City Manager  
From: Sam Hoover, Public Works Director  
Date: October 13, 2016  
Re: Bi-weekly Report  

Over the past two-weeks, public works staff has performed the following activities:

- Finished improvements to the roadway surface into Russel Park
- Worked on Russell Gulch Reservoir lower access road for the water dept.
- Discovered a failure on Nevada Street and performed temporary repairs to eliminate a potential hazard
- Patched around a manhole for BHCC Sanitation District on Spring Street
- Repaired an asphalt failure on 3rd High Street
- Winterized Washington Hall
- Prepared plow trucks for the winter season
- Worked on planning for Spring Street undergrounding project
- Investigated a retaining wall failure at 330 1st High Street and sent a letter to the property owner to repair the wall