

CITY OF CENTRAL, COLORADO
NOTICE OF A REGULAR MEETING of the CITY COUNCIL to be held on
Tuesday, October 6, 2015 @ 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 <i>pro tem</i>	Kathy Heider
Council members	Shirley Voorhies
	Glo Gaines
	Judy Laratta
3. Pledge of Allegiance
4. Additions and/or Amendments to the Agenda.
5. Conflict of Interest.
6. Consent Agenda: The Consent Agenda contains items that can be decided without discussion. Any Council member may request removal of any item they do not want to consider without discussion or wish to vote no on, without jeopardizing the approval of other items on the consent agenda. Items removed will be placed under Action items in the order they appear on the agenda (this should be done prior to the motion to approve the consent agenda).

Regular Bill lists of September 17, 24, October 1; and
City Council minutes: September 15, 2015.

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.

ACTION ITEMS: NEW BUSINESS –

7. Prospectors Run Snow Removal Agreement (Hoover)
8. Acceptance of 2016 CIRSA Property/Casualty & WC Quotes (Adame)
9. Ordinance No. 15-7: An ordinance of the City Council of the City of Central, Colorado repealing and reenacting Chapter 14 of the City of Central Municipal Code in its entirety regarding sign regulations. (McAskin)
10. Ordinance No. 15-8: An ordinance of the City Council of the City of Central, Colorado approving a License Fee Rebate Agreement with G. F. Gaming Corporation. (McAskin)

11. Ordinance No. 15-9: An ordinance of the City Council of the City of Central, Colorado approving the Acquisition of Property Commonly Known as the Big-T Parking Lot. (McAskin)

REPORTS --

12. Staff updates --

COUNCIL COMMENTS - limited to 5 minutes each member.

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

ADJOURN. Next Council meeting October 20, 2015.

Posted 10/2/15

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

CITY OF CENTRAL
CASH ON HAND
10/2/2015

Total Beginning ENB Cash on Hand 9/10/15 **363.94**

Deposits to ENB

Wires Out ENB

Cleared Checks

10/2/2015 363.94

<less previously approved & outstanding> 363.94

Total ENB Cash on Hand 10/2/15 **363.94**

Total COB Cash on Hand 9/10/15 **296,643.00**

Deposits to COB 206,328.38

Wires Out COB 139,215.51

Cleared Checks 59,562.21

10/2/2015 **304,193.66**

<less previously approved & outstanding> **(149,748.54)**

Device Fees Received

Total COB Cash on Hand 10/2/15 **154,445.12**

Total Beginning Colotrust Cash on Hand 10/2/15 **779,751.85**

Wires into Account

Wires out of Account

Total Colotrust Cash on Hand 10/2/15 **779,751.85**

TOTAL CASH ON HAND 10/2/15 **934,560.91**

CASH FLOW
CHECK LISTING

Inv Date	Inv #	Ck. Date	CK#	Vendor	Description	Amount	Mail Date
8/4/15	8021145	9/30/15	130337	Home Depot	Paint, Plywood, Concrete, Wall Plank, Cement	526.02	
10/1/15	100115	9/29/15	130304	Prospector's Run HOA	HOA dues for 740 Louis Drive	165.00	
8/31/15	DE73000625	9/29/15	130274	DPC Industries	Chlorine	24.00	
9/4/15	0062324-IN	9/29/15	130275	AV-Tech Electronics	Installation of Radios for Fire Department	1,033.19	
8/21/15	12470	9/29/15	130277	Canyon Systems	Meter Fittings, Remote Meter	157.12	
9/22/15	092215WC	9/29/15	130278	CIRSA	Worker's Compensation & Property/Casualty	33,445.00	
9/2/15	5751204871	9/29/15	130279	Clear Creek Supply	Hoses for vehicles	279.00	
7/23/15	05-15A	9/29/15	130280	Gilpin County Sheriff's Office	Booking of Inmate	302.50	
8/21/15	74215396	9/29/15	130281	Matthew Bender	Colorado Stautes	73.31	
9/16/15	091615	9/29/15	130282	MCI	Long Distance Service	31.18	
9/9/15	63312704	9/29/15	130283	NALCO Chemical	Ultron	2,057.94	
8/19/15	348745	9/29/15	130284	NAPA Auto Parts	Plate Tamper, Filters and Lens	102.49	
8/21/15	LN-319680	9/29/15	130285	Neve's Uniforms	Police Uniforms for Barthlome and Doman	689.60	
8/31/15	104074-001	9/29/15	130286	Office Stuff	Laser Check Stock	114.42	
9/23/15	472875168	9/29/15	130287	Xcel Energy	Electricity	9,480.83	
9/22/15	5003692626	9/29/15	130288	Cintas	Cabinet Supplies, AED View Lease	359.50	
9/16/15	091615	9/29/15	130289	Town Office Supply	Business Cards for Duffy	52.95	
9/3/15	750315	9/29/15	130290	Stevinson's Chevrolet	Hinge	77.78	
8/25/05	9826377039	9/29/15	130291	Grainger	Hitches, Wrench racks, 12 Filters	308.82	
9/15/15	CC PW09101	9/29/15	130292	Weekly Register Call	Ordinance 15-06 and Help Wanted Add	332.76	
9/3/15	0055262-IN	9/29/15	130293	J & S Contractors Supply	Six Signs	184.80	
9/9/15	746487	9/29/15	130294	USA Blue Book	Safety Gear	574.02	
9/21/15	092115	9/29/15	130295	Vision Service Plan	September and October Coverage	518.42	
8/21/15	08/2115	9/29/15	130296	Pitney Bowes	Postage	55.64	
9/9/15	1509-01	9/29/15	130297	Gilpin County Historical Society	Payroll	4,764.36	
10/1/15	11012	9/29/15	130298	Allen Technology Advising	IT Maintenance	3,420.00	
9/1/15	68420	9/29/15	130299	One Way Inc	Refuse Collection for September	5,000.00	
9/9/15	090915	9/29/15	130300	Sprint	Phone and Fax Service for Fire Department	38.38	
9/3/15	425450	9/29/15	130301	Golder Associates	Computer Replacement for Water Department	2,130.00	
8/31/15	9929790108	9/29/15	130302	Airgas USA	Gas Cylinders	81.20	
9/17/15	Con 131660	9/29/15	130303	Air-O-Pure Portables	Portable	95.00	
9/16/15	9752413941	9/29/15	130305	Verizon Wireless	Cell Phone Service	1,291.18	
8/26/15	082615A	9/29/15	130306	USA Communications	Internet Service	600.90	
8/20/15	D8-66255	9/29/15	130307	Accufest Mountain States	Colliert for Drinking Water	140.00	
9/17/15	45816	9/29/15	130308	Peak Performance Imaging	Meter Billing for PD and Admin Printer	835.00	
9/21/15	13311367	9/29/15	130309	Integra Telecom	Monthly Internet and Voice Service	735.25	
8/26/15	20150820	9/29/15	130310	Gilpin County Public Works	Patach/Rebalance Tires	25.00	
8/21/15	082115	9/29/15	130311	John Cutler	Final Audit Billing	6,000.00	
8/30/15	501300351	9/29/15	130312	Modular Space Corporation	Steps for Public Works	136.60	
9/1/15	602	9/29/15	130313	Mountain Tool and Feed	Mountain Meadow Mix	149.95	
9/9/15	12542	9/29/15	130314	ROI Fire & Ballistics	Fire Clothing/Helmet	1,170.00	
8/24/15	56646	9/29/15	130315	JVA Incorporated	Parkway Access Feasibility Study	2,389.02	

CASH FLOW
CHECK LISTING

10/2/2015

9/2/15 S2159392.1	9/29/15	130316	Pirtek North Valley	Coupling Carriers	158.74
9/3/15 16058116	9/29/15	130317	Martin Marietta Materials	Materials for stormwater and streets	222.43
8/17/15 3874197	9/29/15	130318	EJ USA Inc	Grate, Dump No Waste Drains, Tall Frame	506.14
9/1/15 3543414937	9/29/15	130319	Waste Management	Rolloff Monthly Fee	1,394.93
9/9/15 090915	9/29/15	130321	Union Medical	Physical Examinations for 3 Hires	381.00
9/21/15 092115	9/29/15	130322	Liberty National	Premium for September and October	857.80
8/31/15 09-2479	9/29/15	130323	Psychological Dimensions	Pre-Offer Assesment for Police Officers	337.50
9/6/15 47058713	9/29/15	130324	De Lage Landen	Monthly Printer Fee	535.51
9/1/15 CC0012	9/29/15	130325	W2 Engineers LLC	Discuss Grant Opportunities	220.00
9/1/15 090115	9/29/15	130326	Transunion Risk & Alternative	PD Fee for Person Search	3.25
9/7/15 092715	9/29/15	130327	Deere Credit	Loader Payment for August and September	5,533.72
8/21/15 32917	9/29/15	130328	Alperstein & Covell PC	Professional Services	5,800.00
9/1/15 2015-3413	9/29/15	130329	Emergency Reporting	October Software & Internet for Fire Department	165.00
8/31/15 34892	9/29/15	130330	Salem Minerals	Locomotive & Gold Planner	285.21
9/3/15 137652	9/29/15	130331	Fairfield and Woods	Legal fees for Sign Code and Sign Code Rewrite	7,348.00
10/1/15 100115	9/29/15	130332	Assurant Employee Benefits	Monthly Coverage for October	1,594.00
9/1/15 090115	9/29/15	130333	Colorado State University	Scholarship for Tyrus Schmalz	5,000.00
9/2/15 8007	9/29/15	130334	FailSafe Testing	Ladder & Electrical Testing	499.60
8/31/15 11267	9/29/15	130335	Griffin & Associates	Website Consulting	250.00
7/31/15 1548	9/29/15	130336	OpenGov	Web Application Annual Subscriptions	3,600.00
9/16/15 091615	9/29/15	130276	Barbara Thielman	Travel Reimbursement	120.20
Outstanding through ENB	363.94			Total Issued:	150,112.48
Outstanding through COB	149,748.54			Approved & Sent Checks:	35,351.32
				Pending Approval:	117,300.50
				Total Pending Approval 10/6/2015	114,761.16

**CITY OF CENTRAL
CITY COUNCIL MEETING
September 15, 2015**

CALL TO ORDER

A regular meeting of the City Council for the City of Central was called to order by Mayor Engels at 7:12 p.m., in City Hall on September 15, 2015.

ROLL CALL

Present: Mayor Engels
Mayor *pro tem* Heider
Alderman Gaines
Alderman Voorhies
Alderman Laratta

Absent: None

Staff Present: City Manager Miera
City Clerk Bechtel
Attorney McAskin
Finance Director Adame
Public Works Director Hoover
Fire Chief Allen

The Pledge of Allegiance was recited by all present.

ADDITIONS AND/OR AMENDMENTS TO THE AGENDA

The agenda was approved with a change to discuss Ordinance No. 15-7 to allow for community comments and determine the next steps.

CONFLICTS OF INTEREST

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

CONSENT AGENDA

Alderman Voorhies moved to approve the consent agenda containing the regular bill lists of September 3, 10; and the City Council minutes for the meeting on September 1, 2015. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

PUBLIC FORUM/AUDIENCE PARTICIPATION

Members of the Sign Code Steering Committee (SCSC) spoke regarding the proposed new sign code. Comments regarding electronic message centers (EMC) included: concerns about enforcement; the proposed regulations have limitations so they will be a clean look; important to business livelihood; can be limited by area or zone; will clear up banner clutter and be more convenient for changeability; they are incompatible with the historic nature of Central City; and they diminish the unique character of the NHLD. Other comments regarding the sign code included: sidewalk signs add to the clutter of the street and are liability for accidents; sidewalk signs are

needed by some businesses with recessed doorways to be visible; business needs to be able to advertise; and window signs need to be transparent. Additional comments from other community members included: EMC's are needed for daily specials and events and can be done well; Council can take their time to consider all sides of this issue as the SCSC and HPC were split on some of the sign types; lots of signs including neon were allowed in the 1950's; and very old European cities have modern signs which does not detract from the character.

ACTION ITEMS: NEW BUSINESS

Ordinance No. 15-7: *An ordinance of the City Council of the City of Central, Colorado repealing and reenacting Chapter 14 of the City of Central Municipal Code in its entirety regarding sign regulations.*

Council consensus is that there is a lot of information to consider and they would like to take time for additional discussion. Alderman Gaines moved to table Ordinance No. 15-07 to the October 6, 2015 meeting and direct staff to schedule this for a work session before that meeting. Mayor *pro tem* Heider seconded, and without discussion, the motion carried unanimously.

Resolution No. 15-19: *A resolution of the City Council of the City of Central establishing certain financial procedures specific to authorized check signatories.*

Finance Director Adame explained that Resolution 15-19 establishes elected officials and employees that are authorized to sign checks as well as those authorized as a signatory on bank accounts for the City. This resolution reflects the removal of former Finance Clerk Whitney Blake as an authorized signatory as she is no longer an employee with the City.

Also, for City employees to use credit or debit cards in order to make purchases or reservations, Resolution 15-19 recognizes that in these cases, only one (1) authorized signature will be required and lists the City employees who are authorized to have and use a City credit or debit card for such purchases. This resolution replaces Public Works Foreman Aaron Behring with Public Works Director Sam Hoover.

There are no immediate fiscal impacts. Indirect financial impacts could be realized based on adherence to this recommended internal control practice.

Alderman Voorhies moved to approve Resolution No. 15-19: A resolution of the City Council of the City of Central establishing certain financial procedures specific to authorized check signatories. Alderman Gaines seconded, and without discussion, the motion carried unanimously.

2014 Audit Presentation

Finance Director Adame explained that in April of this year, John Cutler & Associates performed an audit of the City's financial procedures, practices, and financial statements for the year ending December 31, 2014. Over the course of the past few months staff and John Cutler & Associates have worked together to draft and prepare the finalized 2014 Audited Financial Statements. The financial statements illustrate the financial transactions of the City over the course of 2014 and present the City's financial information, in whole and as separate units, as of December 31, 2014. 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 and his opinion letter with the Council and for the Council to accept the statements as presented in the form of a motion.

John Cutler added that fund balances improved in 2014 which is always good progress. This is an “unmodified” or clean report. The letter of recommendation for enhancing financial controls is being worked on now and will come later.

Mayor *pro tem* Heider moved to accept and approve the 2014 Audited Financial Statements with the authority to make additional non material amendments or corrections. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

STAFF UPDATES

City Manager Miera responded to Council questions on the following:

Knights of Pythias – the engineers report is inconclusive so due to concerns regarding the parapet, the fencing needs to remain for now

New Mobility West Transportation Study – set for early October

Sign Code Work Session – Council consensus is for October 6 at 5:00 p.m.

Public Works Director Hoover responded to the question regarding Eureka Street paving which will begin September 24th estimated to be complete in 2-3 days.

COUNCIL COMMENTS

Alderman Laratta gave recognition to Maryann Block for her excellent job with the flowers and added that the SCSC did a great job with much compromise on the new sign code which is very important to business.

Mayor *pro tem* Heider noted that the Bacon and Bourbon Festival was a wonderful event.

Mayor Engels thanked Council and City Manager Miera for their work at the Council Retreat Work Session.

Alderman Gaines read her Letter of Resignation effective October 16, 2015. Mayor Engels thanked her for her service on Council and on HPC and wished her and family all the best.

PUBLICFORUM/AUDIENCENPARTICIPATION

Several community members expressed their thanks to Alderman Gaines for her service.

Barb Thielemann, 101 H Street, provided information for the Nevadaville Survey presentation on October 3rd with the public welcome.

Joe Behm, CCBID, stated that some members of the CCBID have met recently with the bondholders and are working on options to improve the situation with the parkway debt.

EXECUTIVE SESSION

At 8:32 p.m., Mayor *pro tem* Heider moved to go into Executive Session pursuant to C.R.S. 24-6-402(4)(e) for the purposes of developing positions relative to matters that may be subject to negotiations; developing strategies for negotiations; and instructing negotiators regarding property located on Nevada Street in Central City; and pursuant to C.R.S. 24-6-402(4)(b) and (4)(e) to discuss specific legal questions regarding pending water rights litigation and for the purposes of developing positions relative to matters that may be subject to negotiations; developing strategies for negotiations; and instructing negotiators concerning water rights case no. 2011CW273.

Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

The next Council meeting is scheduled for October 6, 2015 at 8:32 p.m.

Ronald E. Engels, Mayor

Reba Bechtel, City Clerk



AGENDA ITEM #7

CITY COUNCIL COMMUNICATION FORM

FROM: Sam Hoover

DATE: September 18, 2015

ITEM: Agreement for Snow Removal Services

NEXT STEP: Make a motion approving the Agreement for Snow Removal Services between the City of Central and Prospectors Run Homeowner's Association.

ORDINANCE
 MOTION
 INFORMATION

- I. **REQUEST OR ISSUE:** In January of 2010 the City entered into an Agreement with the Prospectors Run Homeowners Association (HOA) regarding snow removal on Mack Road for the period of January 1, 2010 through May 31, 2010. 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 help mitigate any possible effects that the City's sand/salt ice mixture was having on Mack Road as it is not asphalt. The agreement has been renewed three subsequent times most recently for the 2014-2015 winter season.
- The attached Agreement is for a continuation of the same services during the 2015-2016 snow season with a time period of October 1, 2015 through April 30, 2016. The total contract amount is for Five Thousand Six Hundred Dollars (\$5,600), or Eight Hundred Dollars (\$800) per month.
- II. **RECOMMENDED ACTION / NEXT STEP:** Make a motion to approve the Agreement for Snow Removal Services for the 2015-2016 winter season.
- III. **FISCAL IMPACTS:** As stated above, the total amount of the Agreement is for \$5,600, or \$800 per month. This amount is reflected in the City's adopted 2015 Budget and the 2016 Proposed Budget in the Public Works Department.

IV. **BACKGROUND INFORMATION:** Please see attached Agreement for Snow Removal Services.

V. **LEGAL ISSUES:** The City Attorney drafted this Agreement for the previous renewal and only the dates have been revised.

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

VII. **SUMMARY AND ALTERNATIVES:**

1. Make a motion approving the Agreement for Snow Removal Services
2. Table this request
3. Deny this request.

AGREEMENT FOR SNOW REMOVAL SERVICES

This Agreement for Snow Removal Services ("Agreement") dated this _____ day of _____, 2015 is entered into by and between the City of Central ("City) and the Prospector's Run Homeowners Association, Inc. ("HOA"). The City and the HOA may each be referred to as a "Party" or collectively as the "Parties."

WHEREAS, the City desires to engage the services of the HOA for preparation and snow removal, as such services are more particularly described herein, located within the City as a publicly dedicated right-of-way and known as "Mack Road" for the 2015-2016 winter season; and

WHEREAS, the HOA desires to provide such services;

NOW, THEREFORE, in consideration of the promises and the covenants hereinafter contained, the Parties hereto agree as follows:

A. Scope of Work

The following work shall constitute the "Services" to be performed under this Agreement.

Winter Snow Removal:

1. Provide snow and ice removal using a snowplow, loader, bobcat and/or hand shovel as needed, but at a minimum when approximately three or more inches has accumulated on Mack Road, for approximately 574 linear feet. The current condition of Mack Road is depicted in Exhibit A, and allows two parallel lanes of travel. Said snow and ice removal will maintain Mack Road, at a minimum, in the condition shown in Exhibit A to allow two-way traffic on Mack Road;
2. Both parties mutually agree that extreme conditions may exist at times although the HOA will do everything feasible to insure snow and ice removal without putting contractors or residents in danger;
3. The City will help as needed by removing snow piles with loader due to limited snow storage on site;
4. The HOA will undertake **all efforts** to remove snow as done in prior years, but due to quickly changing weather conditions and challenging accessibility, there are no guarantees for starting removal at 3 inches of accumulation;

5. The HOA will provide prompt written notice to the City Manager (within 24 hours) of any damage to Mack Road caused by or arising from the Services performed hereunder;
6. The HOA will provide and lay concrete sand on Mack Road as needed;
7. The HOA will provide proof of insurance, attached hereto and made a part of this Agreement as Exhibit B, endorsed to include the City as a certificate holder. The HOA shall continuously maintain, or require its contractors or subcontractors to maintain, as applicable, during the term of this Agreement insurance of the kind and in the minimum amounts specified as follows:
 - 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 (\$1,000,000.00) each occurrence and of One Million Dollars (\$1,000,000.00) aggregate.

B. Term

The Services pursuant to this Agreement shall commence on October 1, 2015, and conclude on April 30, 2016.

C. Payment

Payment by the City to the HOA shall be made in seven equal installments of \$800 each, on the last business day of each month during the term of this Agreement, for a total contract amount of \$5,600. This cost includes all materials and labor, but does not include any applicable required permits. Any such required permits will be billed as actual expenses to the City, in the amount of actual third party out of pocket costs incurred by the HOA, in addition to the \$800 per month cost for the Services.

D. Notice.

All notices and demands required or desired to be given by either Party to the other with respect to the Agreement, unless otherwise stated therein, shall be in writing and shall be delivered personally, sent by nationally-recognized overnight courier service, prepaid, or by facsimile with written confirmation of receipt, and addressed as follows

If to the City:

Daniel Miera
City Manager
P.O. Box 249
Central City, CO 80427
manager@centralcitycolorado.us
phone: (303) 582-5251
fax: (303) 582-5210

With a copy to:

Marcus A. McAskin, City Attorney
Widner Michow & Cox LLP
13133 E. Arapahoe Road, Suite 100
Centennial, CO 80112
mmcaskin@wmcattorneys.com
phone: (303) 754-3393
fax: (303) 754-3395

If to the HOA:

Prospector's Run Homeowners Association, Inc.
c/o Advance HOA Management, Inc.
Cynthia Payne, Secretary
PO Box 370390
Denver, CO 80237
clientservices@advancehoa.com
phone: (303) 482-2213
fax: (303) 495-5895

with a copy to:

Mark K. Payne
HOA Attorney
Winzenburg, Leff, Purvis & Payne, LLP
8020 Shaffer Parkway Suite 300
Littleton, CO 80127
mpayne@wlpplaw.com
phone: (303) 863-1870
fax: (303) 863-1872

E. Insurance and Indemnification.

HOA shall include or cause its contractor (who performs the work herein described) to include the City as an additional insured to its or its contractor's insurance coverage, in the form attached as Exhibit B. By execution of this Agreement, the City approves and accepts the insurance coverage provided. Additionally, the HOA agrees to indemnify and hold harmless the City from any and all judgments, awards, claims, demands, damages, costs and expenses for injury or death to all persons, and for loss and damage to property belonging to any person arising from HOA's acts or omissions or failure to perform any obligation pursuant to this Agreement. The Parties acknowledge that the City is relying upon the HOA's agreement to indemnify and hold the City harmless as a material provision of this Agreement.

F. Miscellaneous.

1. Compliance with Laws. In the performance of the Services pursuant to this Agreement, the HOA, its employees, subcontractors or agents shall comply with all applicable Federal, state and local governmental statutes, ordinances, orders and regulations.
2. Choice of Law. In any dispute arising under this Agreement, jurisdiction shall be in the District Court for Gilpin County.
3. Force Majeure. Except for payment obligations under this Agreement, neither Party will be responsible for any delay or failure in performance to the extent such delay or failure is caused by fire, strike, embargo, explosion, earthquake, flood, war, water, the elements, labor dispute, government requirements, acts of God, inability to secure raw materials or transportation facilities, acts or omissions of transportation carriers or suppliers, or other causes beyond a Party's control, provided that such Party gives prompt written notice thereof to the other Party and uses its diligent efforts to resume performance.

[signature blocks to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date on the first page of this Agreement.

CITY OF CENTRAL

By: _____

Name: _____

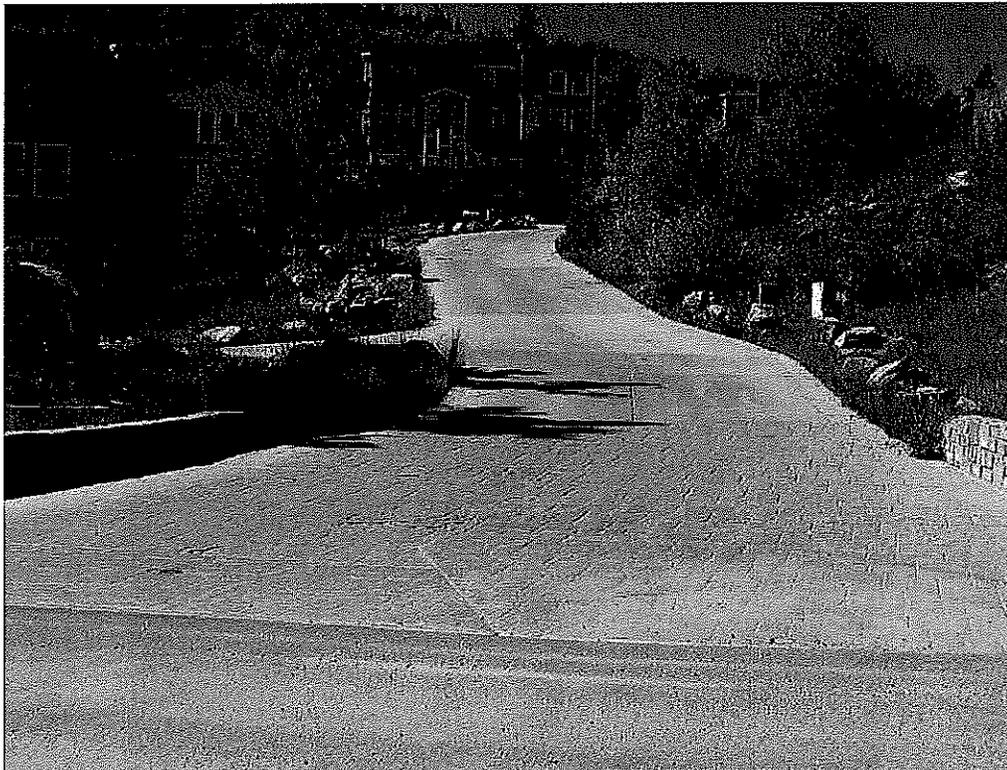
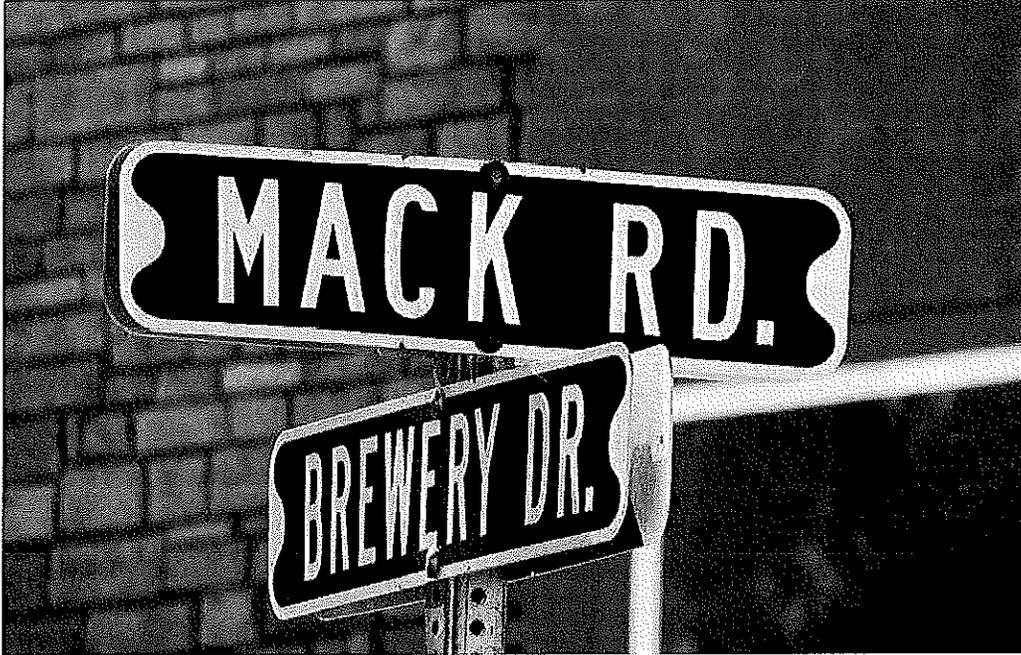
Title: _____

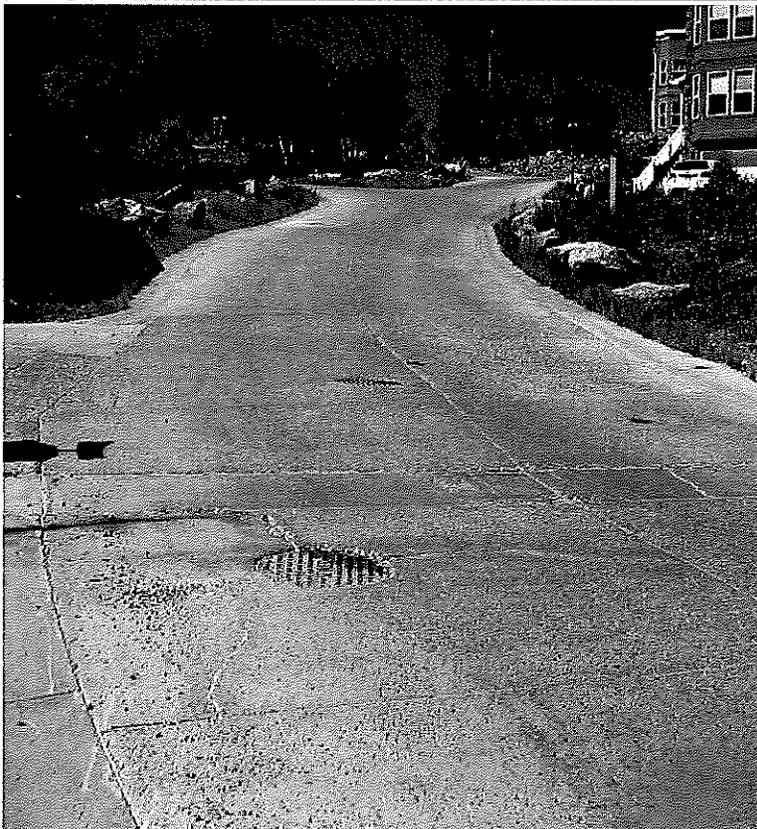
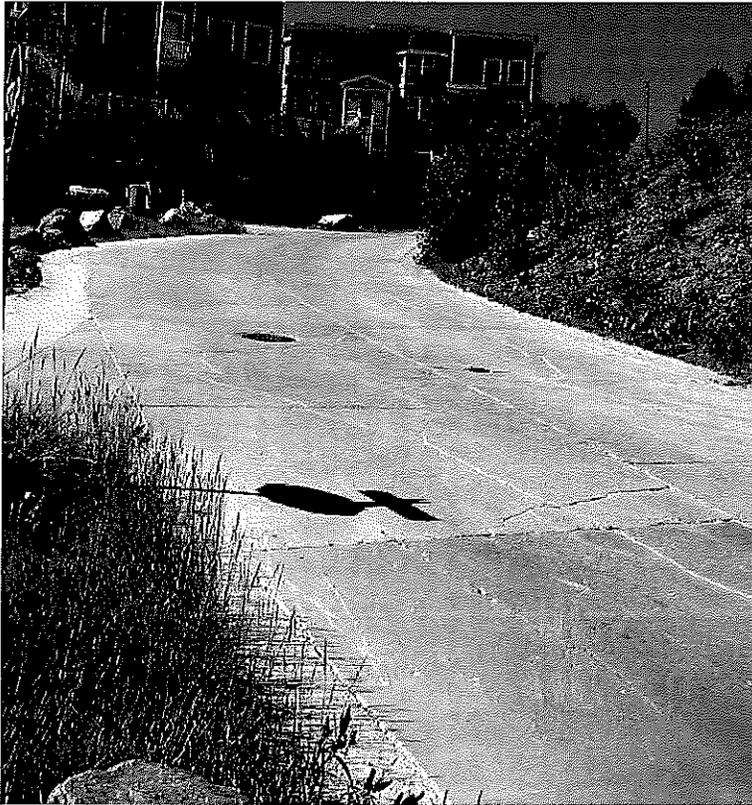
PROSPECTOR'S RUN HOMEOWNERS
ASSOCIATION, INC.

By: James B. Forman
Name: James B. Forman
Title: President

EXHIBIT A

Photographs Depicting Current Condition of Mack Road





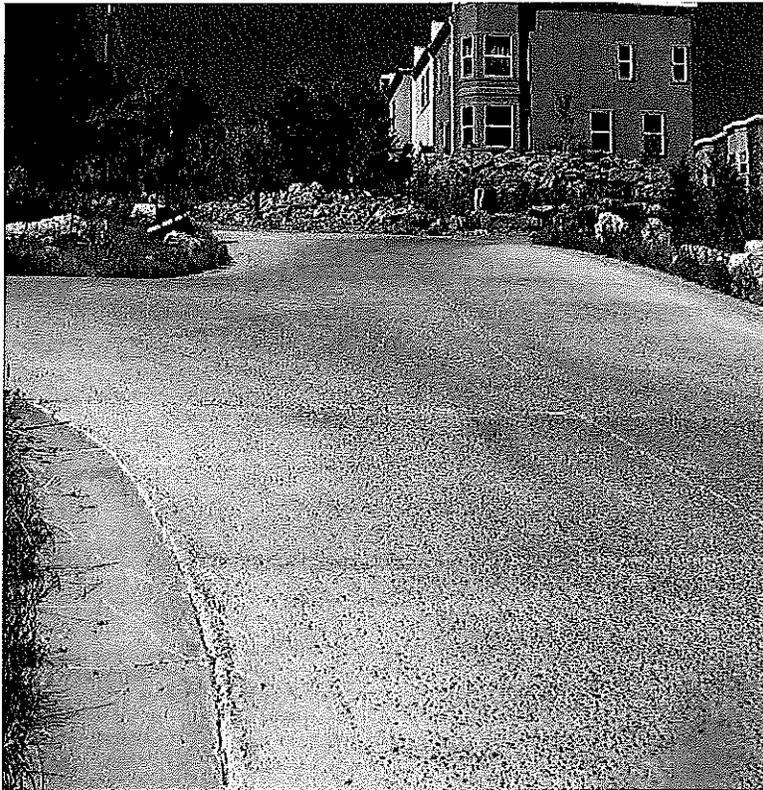


EXHIBIT B

Insurance and Indemnification



CERTIFICATE OF LIABILITY INSURANCE

PROSP-2 OF ID: SNE

DATE (MM/DD/YYYY)
09/02/2015

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

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

PRODUCER Madison Insurance Group 600 S. Cherry Street, #500 Denver, CO 80246 Craig Allisgrazza, Inc	CONTACT NAME: Stacey Neff PHONE (AG, Ho, Ext): 303-322-0800 FAX (AG, Ho): 303-322-0874 E-MAIL ADDRESS: sneff@madisoninsurance.net
	INSURERS AFFORDING COVERAGE
INSURED Prospector's Run Homeowner Association c/o Advance HOA Management Inc P O Box 370390 Denver, CO 80237	INSURER A: Travelers Ins Co NAIC # 12537
	INSURER B: Pinnacle Assurance Company NAIC # 41190
	INSURER C: NAIC # 12537
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

LINE	TYPE OF INSURANCE	MODELS	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR DENY AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	6804603N3381442	03/03/2015	03/03/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any non patient) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/CP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS		NO COVERAGE W/ MADISON			COMBINED SINGLE LIABILITY (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTIONS \$		NO COVERAGE W/ MADISON			EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROFIT SHARING/RETIREMENT/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	4140387	03/01/2015	03/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL. EACH ACCIDENT \$ 100,000 EL. DISEASE - EA EMPLOYEE \$ 100,000 EL. DISEASE - POLICY LIMIT \$ 500,000
C	Directors & Officers		106063647	03/03/2015	03/03/2016	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Advance HOA Management, Inc is named as additional insured with regards to the General Liability policy pertaining to status as property manager.

CERTIFICATE HOLDER ADVHQA1 Advance HOA Management, Inc PO Box 370390 Denver, CO 80237	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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AGENDA ITEM #8

CITY COUNCIL COMMUNICATION FORM

FROM: Abigail Adame, Finance Director

DATE: October 6, 2015

ITEM: Acceptance of 2016 CIRSA Property/Casualty & Worker's Compensation Preliminary Contribution Quotations

NEXT STEP: Review an accept CIRSA's 2016 quotes for the City's Property/Casualty and Workers' Compensation insurance.

ORDINANCE
 MOTION
 INFORMATION

I. **REQUEST OR ISSUE:** The City has received CIRSA's Preliminary Contribution Quotes for 2016 Property/Casualty and Workers' Compensation Insurance coverage. In order for CIRSA to finalize the Quotes it is necessary for City Council to formally accept the quotes. By doing so, Council is choosing the City's insurance carrier for Property/Casualty and Workers' Compensation for 2016. CIRSA has granted a time extension and requires acceptance of their Preliminary Quotations by October 9, 2015.

Both Quotes are attached for review.

II. **RECOMMENDED ACTION / NEXT STEP:** Accept the Property/Casualty and Workers' Compensation Preliminary Contribution Quotations for 2016.

III. **FISCAL IMPACTS:**

Property/Casualty- The Preliminary 2016 Quote is **\$74,677**. This is a decrease of 5.5% (\$4,365) from 2015's accepted premium amount. This quote reflects an overall decrease in CIRSA rates, a decrease in property/casualty claims from those made in 2015, and the fact that no major changes in equipment and/or vehicles are projected for the upcoming year. If major purchases in equipment and/or vehicles occur during 2016, a premium adjustment will be sent to the City when the assets are added to the policy. For reference, the City experienced an

8% cost decrease between 2014 and 2015.

Workers' Compensation- The Preliminary 2016 quote is **\$46,935**. This is a decrease of 14% (\$7,803) from 2015's accepted premium amount. This quote is reflective of a decrease in CIRSA rates as well as an overall decrease in payroll (some of the most impacted class codes were some of the higher-rated codes, which in turn decreased the overall quote). For reference, the City experienced a 13% cost decrease between 2014 and 2015.

IV. BACKGROUND INFORMATION: During May the Finance Director prepares and submits to CIRSA information regarding the City's plans for personnel costs, property and equipment in the following year. CIRSA then uses this information along with the City's loss and claims history to prepare quotes for Property/Casualty and Workers' Compensation insurance coverage. Quotes are then submitted to City Council for formal approval. Once accepted by City Council, staff executes the Acceptance Form and returns it to CIRSA thereby committing to the quoted coverage for the following year.

The City did not request bids from other insurance agencies for 2016 because CIRSA is a preferred insurance provider for municipalities based on the advantages of participating in a pooled insurance group where all losses and gains are spread equally among all members. This method of pooling gains and losses generally equates to better pricing.

V. LEGAL ISSUES: The City is required to carry both Property/Casualty and Workers' Compensation insurance.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES: None

VII. SUMMARY AND ALTERNATIVES:

1. Make a motion to formally accept the 2016 Property/Casualty and Workers' Compensation Preliminary Insurance Quotes.
2. Direct staff to pursue alternative insurance coverage options.

CIRSA Property/Casualty Pool
Preliminary 2016 Contribution Quotation for:
Central City

Current Deductibles:

Liability *	Auto Liability	Physical Damage	Auto	Property **	To Continue with This Deductible Contribution for 2016 Initial Here:
\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	

(or choose another option below)

Contribution Before Reserve and Loss Experience: \$63,155
 Reserve Fund Contribution: \$0
 Impact of Loss Experience: \$11,522
 Total 2016 Preliminary Quotation Before Credits: \$74,677

Credit Options: You must write in the amount that you wish to use. Amounts may be split between available options.

Credit PC Contribution	Deposit / Leave in Account	Send Check	Credit WC Contribution

2015 Loss Control Audit Credit: \$0
 Balance Remaining from Prior Years' LC Credits: \$0

Preliminary Quotation at Current Deductible
With All Available Credits Applied: \$74,677

Or, select a different deductible option:
You did not request any other deductible options. Contact your Underwriting Representative if you are interested in other options.

DO NOT PAY THE AMOUNT SHOWN ON PAGE 1. AN INVOICE WILL BE SENT ON JANUARY 1, 2016.

The Board has established two options for payment of your 2016 Property/Casualty Pool billing for 2016.

Please select one of the boxes below indicating how you would like to be billed:

Annual billing on January 1, 2016 Quarterly billing on January 1, April 1, July 1 and October 1, 2016

This preliminary quotation includes all exposures reported on your entity's 2016 Property/Casualty Renewal Application and any Application Amendment Requests received by CIRSA before August 20, 2015.

* Regarding the Liability Deductible shown on page 1, a \$500 deductible quotation is offered to members, if requested, for general liability. However, police professional and public officials errors and omissions deductibles cannot go below \$1,000.

** Regarding the Property Deductible shown on page 1, an additional property deductible will apply separately to each location in a National Flood Insurance Program (NFIP) Zone A if total building and contents values at that location are in excess of \$1,000,000. The deductible will be the maximum limit of coverage which could have been purchased through NFIP, whether it is purchased or not.

Based upon the selections made in your 2016 Property/Casualty Renewal Application, the City of Central City has elected to participate in Uninsured/Underinsured Motorist Coverage.

*** Indicates the selection is a change from your entity's selection in 2015.

If this is incorrect, or you wish to change your selection at this time, please contact your Underwriting Representative at (800) 228-7136 or (303) 757-5475.

The undersigned is authorized to accept this preliminary quotation on behalf of the City of Central City.

We accept this preliminary quotation for January 1, 2016 to January 1, 2017. We understand our final invoice may increase or decrease depending upon the number of CIRSA Property/Casualty members for 2016, actual excess insurance premiums, and any changes made to our 2016 renewal application.

Signature: _____

Title: _____

Date: _____

Signature must be that of the Mayor, Manager, Clerk or equivalent (such as President of a Special District.)

Both pages of this form must be returned by Thursday, October 1, 2015. A mailed, faxed or e-mailed copy is acceptable. Please return to:

Amanda Rick, Underwriting Administrative Assistant
3665 Cherry Creek North Drive
Denver, CO 80209
Fax: (303) 757-8950 or (800) 850-8950
E-Mail: AmandaR@cirsa.org

**CIRSA Workers' Compensation Pool
Preliminary 2016 Contribution Quotation for:
Central City**

To Continue This Deductible/SCP
Option for 2016 Initial Here:
(or choose another option below)

Current Deductible or SCP: \$1,000

Contribution Before Reserve and Loss Experience: \$41,343
 Reserve Fund Contribution: \$0
 Impact of Loss Experience: \$5,592
 Total 2016 Preliminary Quotation Before Credits: **\$46,935**

Credit Options: You must write in the amount that you wish to use. Amounts may be split between available options.

Credit WC Contribution	Deposit / Leave in Account	Send Check	Credit PC Contribution

2015 Loss Control (LC) Audit Credit: \$0
 Balance Remaining from Prior Years' LC Credits: \$0

**Preliminary Quotation At Current Deductible
With All Available Credits Applied: \$46,935**

Or, select a different deductible option:
You did not request any other deductible options. Contact your Underwriting Representative if you are interested in other options.

DO NOT PAY THE AMOUNT SHOWN ON PAGE 1. AN INVOICE WILL BE SENT ON JANUARY 1, 2016.

The Board has established two options for payment of your 2016 Workers' Compensation Pool billing for 2016.

Please select one of the boxes below indicating how you would like to be billed:

- Annual billing on January 1, 2016 Quarterly billing on January 1, April 1, July 1 and October 1, 2016

This preliminary quotation includes all exposures reported on your entity's 2016 Workers' Compensation Renewal Application.

The undersigned is authorized to accept this preliminary quotation on behalf of the City of Central City.

We accept this preliminary quotation for January 1, 2016 to January 1, 2017. We understand our final invoice may increase or decrease depending upon the number of Workers' Compensation members for 2016, actual excess insurance premiums, and any changes made to our 2016 renewal application.

Signature: _____

Title: _____

Date: _____

Signature must be that of the Mayor, Manager, Clerk or equivalent (such as President of a Special District.)

Both pages of this form must be returned by Thursday, October 1, 2015. A mailed, faxed or e-mailed copy is acceptable. Please return to:

Amanda Rick, Underwriting Administrative Assistant
3665 Cherry Creek North Drive
Denver, CO 80209
Fax: (303) 757-8950 or (800) 850-8950
E-Mail: AmandaR@cirsa.org



AGENDA ITEM #9

CITY COUNCIL COMMUNICATION FORM

FROM: Marcus McAskin, City Attorney

DATE: October 6, 2015

ITEM: Ordinance 15-07 Repealing and Reenacting Chapter 14 of the City of Central Municipal Code in its Entirety Regarding Sign Regulations

ORDINANCE
 MOTION
 INFORMATION

- I. **REQUEST OR ISSUE:** Ordinance No. 15-07 proposes a new sign code for the City. In accordance with Section 8.1 of the City's Home Rule Charter, the City retained special counsel, Mr. Todd Messenger with the law firm of Fairfield & Woods, to assist the City with drafting a new sign code, on the recommendation of the City Attorney. Mr. Messenger has worked closely with the steering committee formed to provide input and recommendations on the new sign code, and also attended meetings with the City's Historic Preservation Commission ("HPC") regarding the new sign code.

City Council considered the new sign code at the September 15 and October 6, 2015 work sessions.

The City Council is being asked to consider Ordinance 15-07 on first reading on October 6, 2015.

- II. **RECOMMENDED ACTION / NEXT STEP:** Approve Ordinance No. 15-07 on first reading and schedule a public hearing and second reading of the Ordinance on a time and date certain.

Currently, it is anticipated that second reading of the Ordinance will occur on Tuesday, October 20, 2015.

- III. **FISCAL IMPACTS:** N/A.

IV. BACKGROUND INFORMATION: Ordinance No. 15-07 proposes the adoption of a new updated sign code, which regulations are intended to balance First Amendment concerns with the City's interest in advancing important, substantial and compelling governmental interests. Elements of the new sign code include regulations addressing the following: (1) clarifying the content-neutrality of the City's sign regulations; (2) the number, area, structure and placement of signs; (3) allowed materials and design elements; (4) lighting and illumination of signs; and (5) the maintenance and duration of signs (including temporary signs).

The HPC considered the proposed Ordinance at a public hearing held on September 9, 2015. Following the conclusion of the HPC hearing, HPC recommended approval of the new sign code to City Council.

A copy of Ordinance 15-07 containing the new sign code is attached to this Council Communication Form.

V. LEGAL ISSUES:

The City's special counsel, Mr. Todd Messenger, was in attendance at the September 15th and will attend the October 6th work session in order to provide an overview of the new sign code, to answer any specific questions that City Council may have, and to provide an overview of the applicable legal issues.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES: N/A

VII. SUMMARY AND ALTERNATIVES: City Council has the following options:

- (1) Adopt Ordinance No. 15-07 on first reading, as may or may not be amended;
- (2) Direct staff to make revisions to the Ordinance and schedule consideration of the Ordinance on a future City Council agenda for first reading; or
- (3) Reject or deny the Ordinance.

RECOMMENDED MOTION: "I MOVE TO APPROVE ORDINANCE 15-07, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO REPEALING AND REENACTING CHAPTER 14 OF THE CITY OF CENTRAL MUNICIPAL CODE IN ITS ENTIRETY REGARDING SIGN REGULATIONS, ON FIRST READING AND FURTHER MOVE TO SET SECOND READING AND PUBLIC HEARING ON ORDINANCE 15-07 FOR TUESDAY, OCTOBER 20, 2015, AT 7:00 P.M. IN THESE CHAMBERS."

Attachments:

- Ordinance 15-07 (for first reading)

**CITY OF CENTRAL, COLORADO
ORDINANCE 15-07**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
CENTRAL, COLORADO REPEALING AND REENACTING CHAPTER
14 OF THE CITY OF CENTRAL MUNICIPAL CODE IN ITS ENTIRETY
REGARDING SIGN REGULATIONS**

WHEREAS, the City of Central (“City”) is authorized under its home rule charter and Title 31 of the Colorado Revised Statutes to adopt and amend ordinances in furtherance of governmental administration and the City’s police powers; and

WHEREAS, the City Council previously codified the ordinances of the City via Ordinance No. 94-3 into the Municipal Code; and

WHEREAS, in furtherance of the public health, safety and welfare of the City of Central, the City Council wishes to update the Municipal Code, chapter by chapter, to create administrative efficiencies and to reflect current City practices and policies; and

WHEREAS, the City’s Historic Preservation Commission has considered the proposed changes to Chapter 14 of the Municipal Code at a duly noticed public meeting held on September 9, 2015, and has provided its recommendations to City Council concerning same; and

WHEREAS, the City Council has considered the repeal and reenactment of Chapter 14 of the Municipal Code in a Council work session held on September 15, 2015; and

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

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

Section 1. Chapter 14, currently titled “Sign Code” is hereby repealed and replaced to read in its entirety as follows:

CHAPTER 14
Sign Code

Article I	Findings; Purpose; Objectives; Authority; Applicability; and Exceptions
	Sec. 14-1-10 Findings of Fact
	Sec. 14-1-20 Purpose
	Sec. 14-1-30 Objectives
	Sec. 14-1-40 Authority
	Sec. 14-1-50 Applicability and Exceptions
Article II	Measurements and Calculations; General Design Standards; Content
	Sec. 14-2-10 Measurements and Calculations
	Sec. 14-2-20 Prohibitions
	Sec. 14-2-30 Illumination
	Sec. 14-2-40 Electronic Message Centers
	Sec. 14-2-50 Content
Article III	Standards for Permanent Signs
	Sec. 14-3-10 Historic Materials and Colors
	Sec. 14-3-20 Standards for Attached Permanent Signs
	Sec. 14-3-30 Standards for Detached Permanent Signs
Article IV	Standards for Temporary Signs
	Sec. 14-4-10 Standards for Attached Temporary Signs
	Sec. 14-4-20 Standards for Detached Temporary Signs
	Sec. 14-4-30 Duration of Display of Temporary Signs
Article V	Permitting Procedures; Sign Design Program Alternative
	Sec. 14-5-10 Permitting Procedures
	Sec. 14-5-20 Sign Design Program Alternative
Article VI	Sign Maintenance
	Sec. 14-6-10 Sign Maintenance
Article VII	Non Conformities and Enforcement
	Sec. 14-7-10 Nonconforming Signs
	Sec. 14-7-20 Enforcement
Article VIII	Definitions
	Sec. 14-8-10 Definitions

Article I
Findings; Purpose; Objectives; Authority; Applicability; and Exceptions

14-1-10 Findings of Fact.

The City Council finds as follows:

- (a) This Chapter advances important, substantial, and compelling governmental interests.
- (b) The regulations set out in this Chapter are unrelated to the suppression of constitutionally-protected free expression and do not involve the content of protected messages which may be displayed on signs, nor do they involve the viewpoint of individual speakers.
- (c) The incidental restriction on the freedom of speech that may result from the regulation of signs hereunder is no greater than is essential to the furtherance of the important, substantial, and compelling interests that are advanced by this Chapter.
- (d) The City has a compelling interest in maintaining, perpetuating, and enhancing the authentic and unique historic character within the National Historic Landmark District (“NHLD”); as the NHLD is not only a nationally-significant historic resource of exceptional quality and integrity, but also a critical element of the community’s identity and economic well-being.
- (e) Historic character can be protected by reasonable regulation of materials and colors used for signs, without regard to the message displayed on the signs.
- (f) The City has an important and substantial interest in preventing sign clutter (which is the proliferation of signs of increasing size and dimensions as a result of competition among property owners for the attention of passing motorists and pedestrians), because sign clutter:
 - (1) Creates visual distraction and obstructs views, potentially creating a public safety hazard for motorists, bicyclists, and pedestrians;
 - (2) May involve physical obstructions of streets or sidewalks, creating public safety hazards;
 - (3) Degrades the aesthetic and essential historic character of the City, making the City a less attractive place for tourism, commerce, and private investment; and
 - (4) Dilutes or obscures messages displayed along the City’s streets through the proliferation of distracting structures and competing messages.
- (g) The City has an important and substantial interest in protecting the health of its tree canopy, which contributes to the character and value of the community.

- (h) The City has a substantial and / or compelling interest in preventing traffic accidents.
- (i) Sign clutter can be reduced and prevented by reasonable sign regulations that:
 - (1) Do not relate to the content of the regulated signs; and
 - (2) Balance the legitimate needs of individuals, entities, and organizations to convey messages with the legitimate objectives of the City to promote public safety, enhance community character, protect and sustain historic character, and support and enhance private property values.
- (j) Temporary signs may be degraded, damaged, moved, or destroyed by wind, rain, snow, ice, and sun, and after such degradation, damage, movement, or destruction, such signs harm the safety and aesthetics of the City's streets if they are not removed.
- (k) Certain types of speech are not constitutionally protected due to the harm that they cause to individuals or the community.
- (l) The City has a compelling interest in protecting minors from speech that is harmful to them as provided by state or federal law, and such speech may be prohibited in places that are accessible to minors.

14-1-20 Purpose.

The purpose of this Chapter is to set out reasonable regulations for the design, location, installation, operation, repair, and maintenance of signs in a manner that advances the City's important, substantial, and compelling interests set out in Section 14-1-10, while simultaneously safeguarding the constitutionally protected right of free speech.

14-1-30 Objectives.

The objective of the regulations of this Chapter is to provide a balanced and fair legal framework for the design, location, installation, operation, repair, and maintenance of signs that:

- (a) Promotes the safety of persons and property by ensuring that signs do not create a hazard by:
 - (1) Collapsing, catching fire, or otherwise decaying;
 - (2) Confusing or distracting motorists; or
 - (3) Impairing drivers' ability to see pedestrians, obstacles or other vehicles, or to read traffic signs; and
- (b) Promotes the efficient communication of messages, and ensures that persons exposed to signs:
 - (1) Are not overwhelmed by the number of messages presented; and

- (2) Are able to exercise freedom of choice to observe or ignore said messages according to the observer's purpose; and
- (c) Protects the public welfare and enhances the appearance and economic value of the landscape by reducing and preventing sign clutter;
- (d) Protects the integrity and character of the City's unique, authentic historic areas;
- (e) Ensures that signs are compatible with their surroundings, and prevents the construction of signs that are a nuisance to occupants of adjacent and contiguous property or users of the public rights-of-way due to brightness, glare, reflectivity, bulk, or height; and
- (f) Provides timely, fair, and consistent permitting and enforcement.

14-1-40 Authority.

- (a) Generally. The City has the authority to regulate signs under the United States Constitution, the Constitution of the State of Colorado, and its home rule Charter.
- (b) Marijuana Businesses. The content of signs related to the marijuana business is restricted by state laws and regulations, and both the advertising and sale of marijuana are prohibited by federal law. The City has no authority to supersede state or federal marijuana laws.

14-1-50 Applicability and Exceptions.

- (a) Applicability of Chapter.
 - (1) *Generally.* All construction, relocation, enlargement, alteration, and modification of signs within the City shall conform to the applicable requirements of this Chapter. This Chapter applies only to signs that are integrated into, attached to, installed upon, or set upon the ground, a structure, landscaping, or a building, or installed within a building within six feet of a window. This Chapter does not apply to signs that are affixed to or painted on vehicles (except as provided in Section 14-2-20(c)) or to signs that are carried by people.
 - (2) *Comprehensive Sign Plans.* Comprehensive Sign Plans that are approved prior to the effective date may be carried out according to their terms. Signs permitted pursuant to an approved Comprehensive Sign Program shall be considered conforming to the requirements of this Chapter.
 - (3) *Signs Permitted Before Effective Date.* Except as provided in Subsection (a)(2), above, if a permit for a sign has been issued in accordance with applicable City ordinances in effect prior to the effective date of this Chapter, and provided that construction is commenced pursuant to the permit within six months of the effective date of this Article or prior to the expiration of the permit, whichever occurs first, and is diligently pursued

to completion, said sign may be completed in accordance with the approved plans on the basis of which the permit has been issued. The sign will be thereafter subject to the provisions of Section 14-7-10 regarding nonconforming signs, if applicable.

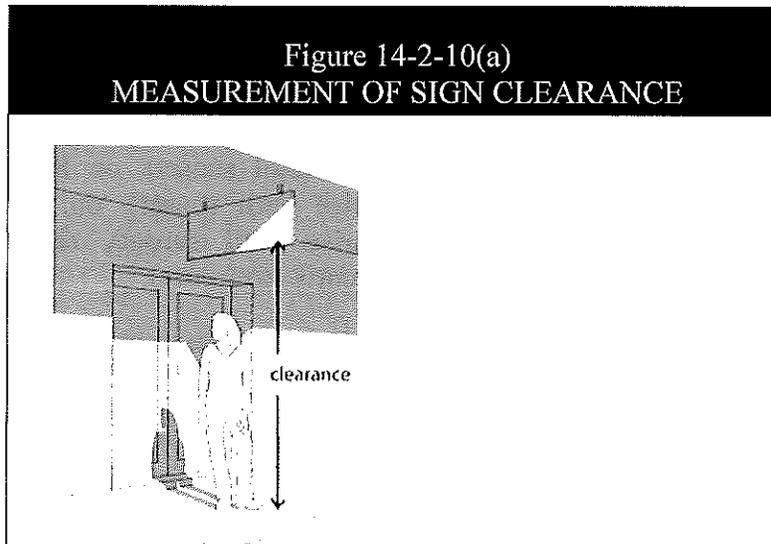
- (b) Other Regulations.
- (1) In addition to the regulations set out in this Chapter, signs may also be subject to applicable State laws and regulations (*e.g.*, State of Colorado, Department of Highways, “Rules and Regulations Pertaining to Outdoor Advertising,” effective January 1, 1984, as may be amended from time to time), Federal laws and regulations, and applicable adopted building codes.
 - (2) Where any provision of this Chapter covers the same subject matter as other regulations of the City, the more restrictive regulation shall apply, unless the City determines that the more restrictive regulation is clearly unenforceable as a matter of law.
 - (3) Where any provision of this Chapter covers the same subject matter as other regulations of the State of Colorado or the United States, the applicant is advised that nothing in this Chapter shall be construed as a defense to a violation of applicable state or federal law except as provided in the state or federal law.
- (c) Sign Permit Required. A Sign Permit is required prior to any repair or restoration of a Landmark Sign and for the erection, installation, or substantial modification of any sign that is not an Exempt Sign as defined in Subsection (d), below.
- (d) Exemptions from Permit Requirement. The following “Exempt Signs” are not exempt from applicable provisions of this Chapter, but are exempt from the requirement of Subsection (c) that a sign permit be obtained prior to installation. Exempt Signs may require a building permit or other related permit if they are subject to a building or electrical code.
- (1) *Public Signs.* Signs that are posted by:
 - a. The City on property owned, leased, licensed, or comparably controlled by the City; or
 - b. Governmental entities that are not subject to City jurisdiction.
 - (2) *Required Signs.* Signs that are required by law or regulation:
 - a. In furtherance of the performance of a public duty or function (*e.g.*, temporary or permanent traffic controls and street signs); or
 - b. To give legal notice (*e.g.*, notices of pending action pursuant to City ordinances); or

- c. To comply with building codes (*e.g.*, address numbers); or
 - d. To comply with other laws or regulations.
- (3) *Optional Residential Signs.* One wall sign, affixed to a residential building on its front elevation, provided that the sign does not exceed five square feet in sign area.
- (4) *Flags.* Flags that are hung from not more than three rigid, building-mounted or ground-mounted flagpoles per property, provided that:
- a. flags are flown full-staff, except by order of the President of The United States, by order of the Governor of Colorado, on May 15th (sunrise until sunset), on Memorial Day (sunrise until NOON), on September 11 (sunrise until sunset), on Korean War Veterans Armistice Day (sunrise until sunset), on National Firefighters Memorial Day (sunrise until sunset), and on Pearl Harbor Remembrance Day (sunrise to sunset);
 - b. there is at least six feet of sign clearance when flags are flown full-staff, or, in the case of building-mounted flags, the flags do not project into areas used by vehicles or pedestrians;
 - c. no more than three flags are flown from any one flagpole; and
 - d. no flag exceeds 32 square feet in area.
- (5) *Signs with De Minimus Area.*
- a. Signs that are affixed to a building or structure, that do not exceed one square foot in sign area, provided that only one such sign is present on each elevation that is visible from public rights-of-way or neighboring property; and
 - b. Signs that are less than three-fourths of a square foot in area that are affixed to machines, equipment, fences, gates, walls, gasoline pumps, public telephones, or utility cabinets.
- (6) *Holiday Decorations.* Decorations and signs that are clearly incidental, customary, and commonly associated with a holiday.
- (7) *Interior Signs.* Signs that are not visible from residential lots, abutting property, public rights of way, or property located at a higher elevation than the property upon which the sign is installed.
- (8) *Temporary Signs.* Temporary signs that are in compliance with the applicable requirements of Article 4, *Temporary Signs*.

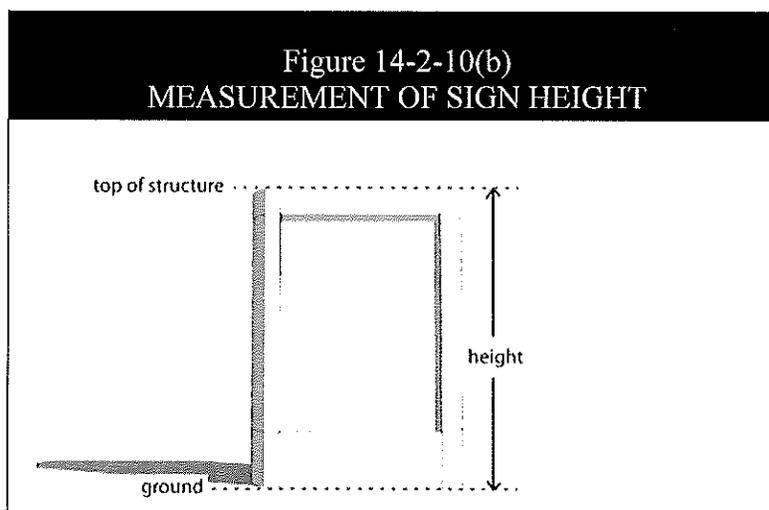
Article II
Measurements and Calculations; General Design Standards; Content

14-2-10 Measurements and Calculations.

- (a) **Sign Clearance.** Sign clearance is the distance between the bottom of a sign face or structural element that is not affixed to the ground and the nearest point on the ground-level surface under it. *See Figure 14-2-10(a), Measurement of Sign Clearance.*

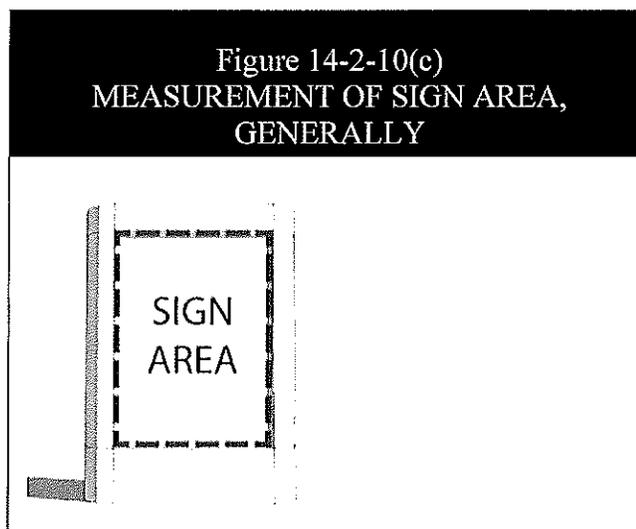


- (b) **Sign Height.** For detached signs (temporary and permanent), sign height is the vertical distance to the top of the sign face or sign structure, whichever is higher, measured from the elevation of the average grade around the base of the sign. *See Figure 14-2-10(b), Measurement of Sign Height.*



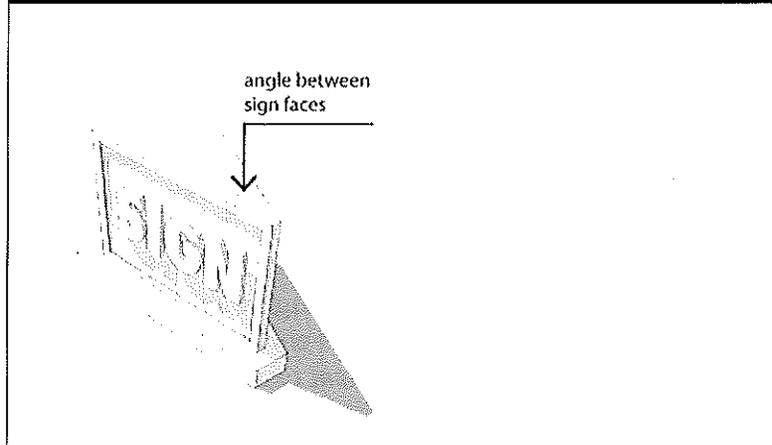
(c) Sign Area.

- (1) *Generally.* Sign area is the area within a continuous polygon with up to eight straight sides that completely encloses the limits of text and graphics of a sign, together with any frame or other material or color forming an integral part of the display or used to differentiate the sign's message from the background against which it is placed.
- (2) *Inclusions and Exclusions.* The sign area does not include the structure upon which the sign is placed (unless the structure is an integral part of the display or used to differentiate it), but does include any open space contained within the outer limits of the display face of a sign, or between any component, panel, strip, or figure of any kind composing the display face, whether this open space is enclosed by a frame or border or not. See Figure 14-2-10(c), *Measurement of Sign Area, Generally.*



- (3) *Double-Faced Signs.* For projecting, suspended, free-standing, or other double-faced signs, only one sign face is measured, provided that the sign faces are parallel or form an interior angle of less than 30 degrees and the sign faces are mounted on the same structure. If the sign faces are not equal in area, the larger sign face is measured. If the interior angle between the sign faces is more than 30 degrees, then both sign faces are measured. See Figure 14-2-10(d), *Measurement of Sign Area, Double-Faced Signs.*

Figure 14-2-10(d)
MEASUREMENT OF SIGN AREA, DOUBLE-FACED
SIGNS



- (d) **Signable Area.** Signable Area is that portion of a building façade that is uninterrupted by doors, windows or architectural details, upon which a wall-mounted sign is or may be located. Its area is calculated by selecting a continuous façade, then drawing the largest possible imaginary rectangle uninterrupted by and not including doors, windows or architectural details and computing the area of said rectangle.

14-2-20 Prohibitions.

- (a) **Generally.** The prohibitions in this Section apply to temporary and permanent signs in all areas of the City.
- (b) **Prohibited Signs.** The following sign structures and designs are prohibited:
- (1) Signs with more than two sign faces.
 - (2) Signs that are a traffic hazard because they simulate or imitate (in size, color, lettering, or design) any traffic sign or signal.
 - (3) Animated or moving signs, including any moving, swinging, rotating, flashing, blinking, scintillating, fluctuating, or otherwise animated light, except as specifically permitted in Section 14-2-40, *Electronic Message Centers*.
 - (4) Portable Signs, except as specifically permitted in Article 4, *Temporary Signs*.
 - (5) Pole Signs.
 - (6) Abandoned Signs.

- (c) Prohibited Design Elements. The following elements shall not be incorporated as an element of any sign or sign structure, whether temporary or permanent:
- (1) Awnings that are backlit or made of plastic.
 - (2) Inflatable signs.
 - (3) Feather flags.
 - (4) Flags, banners, or comparable elements that are designed to move in the wind, but only when such elements are attached to another sign type (e.g., flags may be attached to flagpoles, but may not be attached to monument signs).
 - (5) Flashing lights, except as part of holiday displays.
 - (6) Manual changeable copy centers.
 - (7) Motor vehicles, unless:
 - a. The vehicles are operational, and either:
 1. New; or
 2. Regularly used as motor vehicles, with current registration and tags;
 - b. The display of signage on the motor vehicle would not interfere with the immediate operation of the motor vehicle (e.g., signs that are held in place by an open hood or trunk are not allowed; signs that cover windows are not allowed; and signs that would fall off of the vehicle while the vehicle is in motion are not allowed); and
 - c. The motor vehicle is legally parked in a designated off-street parking space.
 - (8) Semi trailers, shipping containers, or portable storage units, unless:
 - a. The trailers, containers, or portable storage units are:
 1. Structurally sound and capable of being transported;
 2. Used for their primary purpose (e.g., storage, pick-up, or delivery); and
 3. If subject to registration, have current registration and tags; and
 - b. The display of signage is incidental to the primary purpose; and

- c. The semi trailer, shipping container, or portable storage unit is parked or placed in a designated loading area or on a construction site at which it is being used for its primary purpose.
- (9) Stacked products (e.g., tires, soft drink cases, bagged soil or mulch).
- (10) Sound, smoke, bubble, or odor emitters.
- (11) Spinning or moving parts.
- (12) Unshielded bare light bulbs that are larger than C9 format or brighter than 50 lumens per bulb (note that illumination of signs in any manner is subject to Section 14-2-30(d)).
- (d) Prohibited Obstructions. In no event shall a sign, whether temporary or permanent, obstruct the use of:
 - (1) Building ingress or egress, including doors, egress windows, and fire escapes.
 - (2) Equipment, structures, or architectural elements that are related to public safety or utility service (e.g., standpipes, fire hydrants, and meters).
 - (3) Any vision clearance area that is required by Zoning Ordinance Section 16-167, Vision Clearance Area, or other applicable regulations.
- (e) Prohibited Mounts. No sign, whether temporary or permanent, shall be posted, installed, mounted on, fastened, or affixed to any of the following:
 - (1) Any tree or shrub.
 - (2) Any utility pole or light pole, unless:
 - a. The sign is a banner or flag that is not more than 10 square feet in area;
 - b. The owner of the utility pole or light pole consents to its use for the display of the banner or flag;
 - c. The banner or flag is mounted on brackets or a pole that extend not more than 30 inches from the utility pole or light pole;
 - d. The banner or flag is either situated above an area that is not used by pedestrians or vehicles, or the bottom of the banner or flag has a sign clearance of at least eight feet; and
 - e. The requirements of Subsection (f) are met, if applicable.
 - (3) Utility cabinets or pedestals (except Exempt Signs that are posted by or with the consent of the owner of the utility cabinet or pedestal).

- (f) **Prohibited Locations.** In addition to applicable setback requirements and other restrictions of this Article, no sign shall be located in any of the following locations:
- (1) In or over public rights-of-way (which, in addition to streets, may include other sidewalks, parkways, retaining walls, utility poles, traffic control devices, medians, and center islands that are within public rights-of-way), except:
 - a. Temporary or permanent signs posted by or under the authority of the City or governmental entity with jurisdiction over the right-of-way;
 - b. Temporary signs posted in connection with authorized work within the right-of-way, as authorized or required by the City or governmental entity with jurisdiction over the right-of-way;
 - c. Signs painted on or affixed to transit shelters and bus benches as authorized by the provider of the shelter or bench, but not extending beyond the physical structure of the shelter or bench;
 - (2) In locations that have less horizontal or vertical clearance from authorized communication or energized electrical power lines than the minimum clearance required by the laws of the State of Colorado and the regulations duly promulgated by agencies thereof.
- (g) **Landmark Signs.** Landmark Signs shall not be removed, defaced or covered.

14-2-30 Illumination

- (a) **Generally.** Illumination of signs using internal or external light sources is subject to the provisions and limitations of this Section.
- (b) **Wiring and Electrical Components.** Junction boxes, conduits, switches, sensors, transformers, wires, and other electrical or electronic components used to illuminate signs shall be hidden from view.
- (c) **Light Trespass.** No sign or associated luminaire shall create light spillover of more than one lux at any property line within or bounding an LDR, MDR, HDR, RCE, or TSL zoning district. Luminaires associated with sign illumination shall not create glare or sky glow.
- (d) **Internal Illumination.**
 - (1) Internal illumination of signs is allowed:
 - a. As provided in Section 14-2-40;
 - b. In the GPC or LCC zoning districts provided that the sign is installed on property located in the outlying area; or

- c. By approved Sign Design Program.
- (2) Internally illuminated signs shall be calibrated so that they do not exceed a maximum brightness level established using the method set out in Section 14-2-40(i).
- (3) Awning signs shall not be backlit or otherwise internally illuminated.
- (e) External illumination. External illumination of signs shall not exceed an illuminance of more than 500 lux on any part of the sign face or surrounding surfaces. Luminaires shall be shielded and directed to prevent glare and sky glow.
- (f) Hours of Illumination.
 - (1) In the GPC, LCC, LDR, MDR, HDR, RCE, and TSL zoning districts, illuminated signs shall be turned off each day by the later of 10:00 PM or 30 minutes after closing of the associated land use. Signs may be turned back on at 5:00 AM.
 - (2) In the HDG and GGG zoning districts, signs may be illuminated at any time.

14-2-40 Electronic Message Centers

- (a) Generally. EMCs may only be used on the following types of signs, if and where allowed by this Chapter, and subject to the requirements of this Chapter:
 - (1) Monument signs
 - (2) Projecting signs
 - (3) Cabinet wall signs
 - (4) Window signs
- (b) Prohibitions.
 - (1) EMCs are not allowed on nonconforming sign structures or on property that contains a nonconforming sign.
 - (2) EMCs are not allowed on temporary signs.
 - (3) EMCs are not allowed in the LDR, MDR, HDR, or RCE zoning districts, unless the property upon which the EMC is installed is both:
 - a. nonresidential in use; and
 - b. located in an Outlying Area.

- (c) Wiring and Electrical Components. Junction boxes, fans, conduits, switches, sensors, transformers, wires, and other electrical or electronic components used to provide power, data, or cooling to EMCs shall be hidden from view.
- (d) Number of EMCs. Not more than one sign per property shall contain an EMC. Monument signs or projecting signs that have two sign faces may include one EMC per sign face.
- (e) Enclosure Required. EMC displays on monument signs, cabinet wall signs, or projecting signs shall be enclosed on all sides with a finish of brick, stone, stucco, finished metal, or other durable material that is used for that portion of surface of the sign face that is not an EMC, and the EMC display shall appear to be either recessed into the frame or flush with it. The enclosure shall extend not less than six inches outward from the display on all sides.
- (f) Design. EMC displays on monument signs, cabinet wall signs, or projecting signs shall be designed as an integral part of the sign. See Figure 14-2-40, *EMC Integration*.

Figure 14-2-40 EMC INTEGRATION	
Allowed	Not Allowed
GRAPHIC TO BE PROVIDED	GRAPHIC TO BE PROVIDED

- (g) Size and Proportions.
 - (1) An EMC that is incorporated into a monument sign shall not occupy more than 35 percent of the area of any sign face.
 - (2) An EMC that is incorporated into a projecting sign or cabinet wall sign shall not occupy more than 40 percent of the area of the sign face into which it is incorporated.
 - (3) An EMC that is used as a window sign shall not exceed six square feet of display area.
- (h) Maximum Pixel Pitch. EMC displays shall have a pixel pitch of not more than 16 mm.
- (i) Brightness. EMCs shall be equipped with ambient light sensors and programmed to automatically dim when ambient light levels drop. The maximum brightness of an EMC shall be calibrated in nighttime conditions (at least 30 minutes after sunset) as follows:

- (1) From a point 40 feet in horizontal distance from the EMC, five feet above ground level, light readings shall be taken in the vertical plane, facing the EMC, as follows:
 - a. With the EMC turned off, an ambient light reading shall be taken to establish the Baseline Light Level;
 - b. With the EMC turned on, displaying all white copy, another light reading shall be taken to establish the maximum brightness of the EMC;
 - (2) The EMC shall be calibrated such that the difference between the maximum brightness and the baseline light level is not more than 0.3 foot-candles.
- (j) Operation. EMCs shall be programmed, maintained, and / or operated as follows:
- (1) EMCs shall display only static images (messages and / or graphics without motion, flashing, animation, or frame effects); and transitions between images shall be “fade through black” for a duration of ½ second.
 - (2) Images shall be displayed for a period of not less than five minutes.
 - (3) If the EMC is damaged or malfunctions such that image data is not properly displayed or such that the requirements of Subsection (i) are not met, it shall be automatically turned off.

14-2-50 Content

- (a) Generally. Except as provided in this Section and Section 14-2-20(b)(2) no sign shall be approved or disapproved based on the message it displays.
- (b) Prohibition on Certain Types of Unprotected Speech. The following content is prohibited without reference to the viewpoint of the individual speaker:
 - (1) Text or graphics of an indecent or immoral nature that is harmful to minors under state or federal law;
 - (2) Text or graphics that advertise unlawful activity, except as provided in Subsection (c) of this Section;
 - (3) Text or graphics that are obscene, fighting words, defamation, incitement to imminent lawless action, or true threats; or
 - (4) Text or graphics that present a clear and present danger due to their potential confusion with traffic control signs or signs that provide public safety information (for example, signs that use the words “Stop,” “Yield,” “Caution,” or “Danger,” or comparable words, phrases, symbols, or characters in such a manner as to imply a safety hazard that does not exist).

- (c) **Commercial Speech Related to Marijuana.** Federal law prohibits the advertising and sale of marijuana. Colorado law specifically allows the advertising and sale of marijuana, subject to comprehensive state regulation. As of the effective date of this Chapter, the U.S. Department of Justice has indicated that it will use prosecutorial discretion to (in general) not enforce federal marijuana laws in states that have legalized marijuana under state law and enacted comprehensive regulations for the marijuana industry. Accordingly, the City will allow a limited exception to Subsection (a)(2) of this Section for the signs of licensed marijuana businesses, provided that the businesses are licensed and operated in compliance with applicable state statutes and regulations. The exception created by this Subsection does not create a defense to the enforcement of federal law, nor shall the City be liable for any damages caused by the enforcement of federal law. If the federal policy regarding prosecutorial discretion officially changes such that federal marijuana prohibitions are enforced in Colorado, then the limited exception created by this Section shall automatically terminate, and signs advertising marijuana shall be considered prohibited signs.
- (d) **Severability.** The narrow classifications of content that are prohibited by this Section are either not protected by the United States or Colorado Constitutions, or are offered limited protection that is outweighed by the substantial and compelling governmental interests in protecting the public safety and welfare. It is the intent of the City Council that each Subsection of this Section (e.g., Subsections (b)(1), (b)(2), (b)(3), (b)(4) or Subsection (c)) be individually severable in the event that a court holds one or more of them to be inconsistent with the United States or Colorado Constitutions.

Article III Standards for Permanent Signs

14-3-10 Historic Materials and Colors

- (a) **Materials.** Permanent signs in the NHLD shall be constructed from metal, stone, wood, or such other material as may be approved by the HPO or HPC upon appropriate documentation provided by the applicant.
- (b) **Colors.** Permanent signs in the NHLD shall utilize the Historic Color Palette unless otherwise approved by the HPC as part of a Sign Design Program.
- (c) **Fonts.** Text displayed on permanent signs in the NHLD shall utilize the Historic Fonts Palette unless otherwise approved by the HPC as part of a Sign Design Program.

14-3-20 Standards for Attached Permanent Signs

- (a) **Wall Signs.** Wall signs are allowed according to the standards in Table 14-3-20(a), *Wall Signs*.

**Table 14-3-20(a)
 WALL SIGNS**

Type of Sign / Standard	Zoning District							
	Gaming		Commercial			Residential		Other
	HDG	GGG	GPC	LCC	TSL	HDR	LDR / MDR	RCE
Standards Applicable to All Wall Signs								
Max. Total Wall Sign Area (“MTWSA”), measured as % of signable area	50%			30%		5 sf.		
Location of Sign	Wall signs must be set back at least 6 inches from architectural features, and at least 18 inches from building corners, cornice or eave lines, and ground planes; architectural feature setback may be reduced to 2 inches if the signable area is a sign band that is 18 inches or less in height						Front building elevation	
Applied or Painted Wall Sign								
Max. Number of Signs	Not Limited			1 / building frontage		1		
Max. Sign Area	MTWSA, less area allocated to other types of wall signs						5 sf.	
Banner Frame Applied to Building Wall								
Max. Number of Signs	3 per building elevation		1 per building			Not Allowed		
Max. Sign Area ¹ (per banner frame)	32 sf.		32 sf.			Not Applicable		

Table 14-3-20(a)
WALL SIGNS

Type of Sign / Standard	Zoning District							
	Gaming		Commercial			Residential		Other
	HDG	GGG	GPC	LCC	TSL	HDR	LDR / MDR	RCE
Other Restrictions	Not allowed if EMC is present; must be removed prior to installation of an approved EMC; detached banner frames along the building frontage (see Table 14-3-30) are also counted towards max. number of signs					Not Applicable		

Bulletin Board Attached to Building Wall

Max. Number of Signs	1 / building elevation, provided that signable area is greater than 50 sf.	1 / building elevation, provided that signable area is greater than 20 sf.	Not Allowed
Max. Sign Area ¹	12 sf.	12 sf.	Not Applicable
Other Restrictions	Not allowed if EMC is present; not allowed if other cabinet wall sign is installed on same facade	None	Not Applicable

Cabinet Wall Sign or Channel Lettering Attached to Building Wall

Max. Number of Signs	1 / building elevation, provided that signable area is greater than 50 sf.		Not Allowed
Max. Sign Area ¹	32 sf.	32 sf. in NHLD 48 sf. in Outlying Area	Not Applicable
Other Restrictions	Within NHLD, EMCs require HPC approval as part of Sign Design Program; <i>see</i> Sec. 14-2-40 for EMC standards		Not Applicable

Channel Lettering Attached to Building Fascia

Table 14-3-20(a) WALL SIGNS								
Type of Sign / Standard	Zoning District							
	Gaming		Commercial			Residential		Other
	HDG	GGG	GPC	LCC	TSL	HDR	LDR / MDR	RCE
Max. Number of Signs	Not Limited					Not Allowed		
Max. Sign Area (not counted towards MTWSA)	50% of signable area of fascia					Not Applicable		

TABLE NOTES:

¹ The maximum sign area shown is also limited by the MTWSA. For example, if the total signable area of a building elevation in the HDG zoning district is 30 sf., then the maximum sign area of a banner frame is 15 sf. (50% of 30 sf.), not 32 sf. (the maximum sign area allowed for a banner frame, regardless of MTWSA); and if a 15 sf. banner frame is installed, no other wall signs are allowed on the same elevation.

- (b) Projecting, Awning, and Bracket Signs. Projecting, awning, and bracket signs are allowed according to the standards in Table 14-3-20(b), *Projecting, Awning, and Bracket Signs*.

Table 14-3-20(b) PROJECTING, AWNING, AND BRACKET SIGNS								
Type of Sign / Standard	Zoning District							
	Gaming		Commercial			Residential		Other
	HDG	GGG	GPC	LCC	TSL	HDR	LDR / MDR	RCE
Projecting Signs								
Max. Number of Signs	1 per building frontage (if a building is designed to appear as multiple attached buildings, then one per				1 per nonresidential building			

Table 14-3-20(b)
PROJECTING, AWNING, AND BRACKET SIGNS

Type of Sign / Standard	Zoning District							
	Gaming		Commercial			Residential		Other
	HDG	GGG	GPC	LCC	TSL	HDR	LDR / MDR	RCE
	apparently differentiated building frontage), plus 1 per public vehicular entrance to a parking structure							
Max. Sign Area	30 sf.; if building frontage exceeds 60 ft. then 1 sf. per 2 lf. of building frontage, not to exceed 50 sf.				15 sf.			
Min. Sign Clearance	8 ft.				8 ft.			
Other Restrictions	Within NHLD, EMCs require HPC approval as part of Sign Design Program; <i>see</i> Sec. 14-2-40 for EMC standards					None		
Awning Signs								
Max. Number of Signs	1 per awning face					Not Allowed		
Max. Sign Area (per sign)	50% of awning face					Not Applicable		
Bracket Signs								
Max. Number of Signs	1 per principal building entrance					Not Allowed		
Max. Sign Area	8 sf.					Not Applicable		
Min. Sign Clearance	8 ft.					Not Applicable		

- (c) Window Signs. Window signs are allowed according to the standards in Table 14-3-20(c), *Window Signs*.

Table 14-3-20(c) WINDOW SIGNS								
Type of Sign / Standard	Zoning District							
	Gaming		Commercial			Residential		Other
	HDG	GGG	GPC	LCC	TSL	HDR	LDR / MDR	RCE
All Window Signs								
Min. Window Transparency (“MWT”) (% of window area between 2 and 8 feet above ground level)	60%					Not Applicable		
Applied or Painted Window Signs								
Other Restrictions	Permanent applied window signs shall be affixed to the window in a professional manner (e.g., without wrinkles, bubbles, tape, etc.)					Not Applicable		
Detached Window Signs								
Other Restrictions	If used as a window sign, EMC shall be installed not less than 2 feet behind a ground-floor window; <i>See</i> Sec. 14-2-40 for other EMC standards					Not Applicable		

14-3-30 Standards for Detached Permanent Signs

Detached permanent signs are allowed according to the standards in Table 14-3-30, *Detached Permanent Signs*.

Table 14-3-30 DETACHED PERMANENT SIGNS	
Type of Sign /	Zoning District

Standard	Gaming		Commercial			Residential		Other
	HDG	GGG	GPC	LCC	TSL	HDR	LDR / MDR	RCE
Monument Signs								
Max. Number of Signs	Not Allowed	1 per vehicular entrance to property			1 per street frontage	Not Allowed	1 per street frontage	
Max. Sign Area	Not Applicable	1 sf. per 3 lf. street frontage up to and including 120 ft. of frontage, then 1 sf. per 6 lf. of street frontage thereafter, rounded down, not to exceed 100 sf.			16 sf.	Not Applicable	12 sf.	
Max. Sign Height	Not Applicable	6 ft.; plus 1 ft. per 45 lf. of street frontage, not to exceed 16 ft.			6 ft.	Not Applicable	5 ft.	
Min. Sign Setbacks from All Property Lines ¹	Not Applicable	3 ft.				Not Applicable	3 ft.	
Min. Landscape Area around Base of Sign ^{1, 2}	Not Applicable	3 ft.				Not Applicable	3 ft.	
Other Restrictions	Not Applicable	Within NHLD, EMCs require HPC approval as part of Sign Design Program; <i>see</i> Sec. 14-2-40 for EMC standards			None	Not Applicable	None	
Banner Frames Mounted on Handrails or Retaining Walls								
Max. Number of Signs	3 per building elevation		1 per building		Not Allowed			

Table 14-3-30 DETACHED PERMANENT SIGNS								
Type of Sign / Standard	Zoning District							
	Gaming		Commercial			Residential		Other
	HDG	GGG	GPC	LCC	TSL	HDR	LDR / MDR	RCE
Max. Sign Area (per sign)	32 sf.		32 sf.			Not Applicable		
Other Restrictions	Not allowed if EMC is present; must be removed prior to installation of an approved EMC; banner frames mounted to building elevation along the building frontage (see Table 14-3-20A) are also counted towards max. number of signs				Not Applicable			

TABLE NOTES:

¹ Signs may be approved in other locations (e.g., medians) by Sign Design Program alternative approval

² The minimum landscape area is measured as a distance from the base of the sign in all horizontal directions

**Article IV
 Standards for Temporary Signs**

14-4-10 Standards for Attached Temporary Signs

- (a) Generally. Attached temporary signs are allowed subject to the standards of this Section, for the duration that is set out in Section 14-4-30, *Duration of Temporary Signs*.
- (b) Banners. Banners are permitted in the HDG, GGG, GPC, LCC, and TSL zoning districts, provided that:
 - (1) The property does not have a sign with an EMC; and

- (2) There is not more than one banner displayed per street frontage, except that where banner frames are present, one banner may be displayed in each banner frame.
- (c) **Sock Signs and Temporary Wall Signs.** Sock signs and temporary wall signs are permitted in the HDG, GGG, GPC, LCC, and TSL zoning districts, provided that they are used during a period not to exceed 45 days in which a new permanent sign or sign component is being fabricated and installed.
- (d) **Window Signs.**
 - (1) Temporary window signs are allowed in all locations where permanent window signs are allowed, provided that the applicable transparency standards of Table 14-3-20(c), *Window Signs*, are met.
 - (2) Temporary window signs shall be affixed to the window such that the fastener (e.g., tape) is not highly visible, or shall be mounted vertically inside of the building for viewing through the window.

14-4-20 Standards for Detached Temporary Signs

The maximum number, maximum sign area, maximum height, and other restrictions that apply to detached temporary signs are set out in Table 14-4-20, *Standards for Detached Temporary Signs*.

Table 14-4-20 STANDARDS FOR DETACHED TEMPORARY SIGNS								
Type of Sign / Standard	Zoning District							
	Gaming		Commercial			Residential		Other
	HDG	GGG	GPC	LCC	TSL	HDR	LDR / MDR	RCE
Yard Signs								
Max. Number of Signs	Not Allowed		1 per driveway			Not limited for permitted detached and attached residential uses; 2 per driveway for multifamily and nonresidential uses; 2 per frontage for vacant property		
Max. Sign Area (per sign)	Not Applicable		5 sf.			6 sf.		

**Table 14-4-20
STANDARDS FOR DETACHED TEMPORARY SIGNS**

Type of Sign / Standard	Zoning District							
	Gaming		Commercial			Residential		Other
	HDG	GGG	GPC	LCC	TSL	HDR	LDR / MDR	RCE
Max. Sign Height	Not Applicable		3 ft.			3 ft.		
Min. Setback from Property Lines	Not Applicable		Greater of: (i) 2 ft., or (ii) 1 ft. from interior edge of sidewalk					
Other Restrictions	Not Applicable		Must be staked within a landscape area; not allowed if an EMC is present on the property					
Site Signs								
Max. Number of Signs	1 per lot		1 per frontage			1 per parcel of at least 5 acres in area		1 per frontage
Max. Sign Area (per sign / total)	16 sf.		32 sf.			16 sf.		16 sf.
Max. Sign Height	5 ft.		5 ft.			5 ft.		5 ft.
Min. Setback from Property Lines	2 ft. if staked; 0 ft. if installed on temporary construction site fencing							
Other Restrictions	Not allowed if a swing sign or EMC is present on the property. Must be staked within a permeable landscape area that extends at least 18 inches in all horizontal directions from sign base; or fastened to temporary construction site fencing. If permeable landscape area or temporary construction fence is not present, Site Sign is not allowed.							

**Table 14-4-20
 STANDARDS FOR DETACHED TEMPORARY SIGNS**

Type of Sign / Standard	Zoning District							
	Gaming		Commercial			Residential		Other
	HDG	GGG	GPC	LCC	TSL	HDR	LDR / MDR	RCE
Swing Signs								
Max. Number of Signs	Not Allowed				1 per residential lot			
Max. Sign Area (per sign / total)	Not Applicable				5 sf., including riders			
Max. Sign Height	Not Applicable				5 ft.			
Min. Setback from Property Lines	Not Applicable				2 ft.			
Other Restrictions	Not Applicable				Must be staked within a permeable landscape area that extends at least 18 inches in all horizontal directions from sign base; not allowed if site sign or EMC is present on property			
Sidewalk Signs								
Max. Number of Signs	1 per primary building entrance				Not Allowed			
Max. Sign Area (per sign)	6 sf.				Not Applicable			
Max. Sign Height	4 ft.				Not Applicable			

Table 14-4-20 STANDARDS FOR DETACHED TEMPORARY SIGNS								
Type of Sign / Standard	Zoning District							
	Gaming		Commercial			Residential		Other
	HDG	GGG	GPC	LCC	TSL	HDR	LDR / MDR	RCE
Other Restrictions	Must leave at least 4 feet of clear sidewalk width for pedestrian use; must not obstruct pedestrian travel path or principal building entrance; must be weighted, anchored, or tethered to avoid movement in high winds; not allowed in public right-of-way unless licensed by City					Not Applicable		
Banners								
Max. Number of Signs	1 per frontage					Not Allowed		
Max. Sign Area (per sign)	32 sf.					Not Applicable		
Other Restrictions	Must be affixed to existing fence; retaining wall; or handrail; standards set out in Sec. 14-4-10(b) apply; not allowed if an EMC is present on the property; mounting hardware (e.g., hooks, eyelets, ropes and cords) must be concealed					Not Applicable		

14-4-30 Duration of Display of Temporary Signs

- (a) Generally. The purpose of temporary signs is to display messages for a temporary duration. Temporary signs shall not be used as a subterfuge to circumvent the regulations that apply to permanent signs or to add permanent signage to a property in addition to that which is allowed by this Chapter.
- (b) Classification of Temporary Sign Materials. Temporary signs are constructed from a variety of materials with varying degrees of durability. Common materials are classified in Table 14-4-30(a), Classification of Temporary Sign Materials.

Table 14-4-30(a)

CLASSIFICATION OF TEMPORARY SIGN MATERIALS					
Material	Material Class				
	1	2	3	4	5
Paper, card stock, foam core board, or cardboard	✓				
Laminated paper or cardstock, polyethylene bags		✓			
Cloth, canvas, nylon, polyester, burlap, flexible vinyl, or other flexible material of comparable durability			✓		
Inflexible vinyl, hard plastic, composite, or corrugated plastic ("coroplast")				✓	
Wood or metal					✓

(c) Duration of Display.

- (1) In general, a temporary sign shall be removed as of the earlier of the date that:
- a. It becomes an Abandoned Sign; or
 - b. It falls into disrepair (*see* Section 14-6-10, *Sign Maintenance*); or
 - c. The number of days set out in Table 14-4-30(b), *Duration of Temporary Signs by Material Class* expires.

Table 14-4-30(b) DURATION OF TEMPORARY SIGNS						
Sign Type	Max. Duration for Individual Sign by Material Class					Max. Posting Days / Year
	1	2	3	4	5	
Yard Sign	3 days	30 days	Not Allowed	60 days	180 days	180 days
Site Sign	Not Allowed	Not Allowed	Not Allowed	60 days	180 days	300 days ¹
Swing Sign	Not Allowed	Not Allowed	Not Allowed	60 days	180 days	300 days ¹
Sidewalk Sign	Not Allowed	Not Allowed	Not Allowed	6 AM to 10 PM daily ²		365 days

Table 14-4-30(b)						
DURATION OF TEMPORARY SIGNS						
Sign Type	Max. Duration for Individual Sign by Material Class					Max. Posting Days / Year
	1	2	3	4	5	
Banner	Not Allowed	Not Allowed	180 days ³	Not Allowed	Not Allowed	180 days ³
Window Sign	90 days	90 days	Not Allowed	90 days	90 days	365 days

TABLE NOTES:

¹ alternatively, the sign type may be displayed for 420 days every two calendar years

² or as otherwise allowed by right-of-way license

³ banners that are mounted in banner frames may be displayed until they fade, tear, or otherwise fall into disrepair

(2) Temporary signs that are required due to governmental regulation (*e.g.*, public notices) shall be removed as required by the applicable regulation.

(d) Administrative Interpretations. Materials for signage that are not listed in this Section may be introduced into the market. When a material is proposed that is not listed in this Section, the HPO shall determine the class of materials with which the new material is comparable, based on the new material's appearance, durability, and colorfastness. No temporary sign shall be displayed for a longer period than the longest permitted period in this Section, regardless of the material.

Article V

Permitting Procedures; Sign Design Program Alternative

14-5-10 Permitting Procedures

(a) Generally. Applications for sign permits shall be submitted on a form approved by the HPO, and accompanied by the processing fee that is specified in the City's Fee Schedule established by the City Council by resolution from time to time, along with any fees that are due pursuant to the applicable building code.

(b) Administrative Sign Permits. The HPO shall approve or deny administrative sign permit applications within a processing period of fourteen (14) days after receipt of a complete application and fee. If an application is denied, the HPO shall specify the reason for denial to the applicant in writing. If the HPO does not decide the application within the processing period, the application is approved.

- (c) **Public Hearing Sign Permits.** The HPC shall approve or deny Public Hearing Sign Permits at the first regularly scheduled hearing of the HPC after receipt of a complete application and fee, provided that said hearing occurs at least five days after the submittal. In no case shall the processing period of the HPC exceed forty-five (45) days. If an application is denied, the HPC shall specify the reason for denial to the applicant in writing. If the HPC does not decide the application within the processing period, the application is approved.
- (d) **Calculation of Processing Period.** For the purposes of calculating the Processing Period, the first day is not counted, and the Processing Period ends at 11:59 PM on last day of the processing period. If the end of the Processing Period is a weekend day or legal holiday, the Processing Period shall be extended until 11:59 PM on the next business day.

14-5-20 Sign Design Program Alternative

- (a) **Purpose.** The requirements of this Article ensure that signs that meet certain minimum standards for public safety and consistency with the historic character of development in Central City may be promptly approved and displayed. In some cases, alternative standards may improve the aesthetic and functional qualities of the development. Approval of a Sign Design Program pursuant to the standards of this Section allows for unified presentation of signage throughout a development, flexibility to address unique environments, and pre-approval of designs and design elements to make processing of subsequent applications for sign permits more efficient. To these ends, a Sign Design Program alternative is hereby created.
- (b) **Authorization to Modify Requirements.** Signage which is proposed as part of a Sign Design Program may deviate from the standards of this Chapter in terms of the types and numbers of signs allowed, the maximum sign area, and materials and illumination standards (including electronic message centers), subject to compliance with an approved Sign Design Program.
- (c) **Procedures.** Sign Design Program applications shall be submitted on a form approved by the HPO. City Staff shall review the application for completeness and shall forward the application to the HPC for consideration at a noticed public hearing within 45 days after the date of application. The HPC shall consider the application at the public hearing, and shall either approve the application, approve the application with conditions unrelated to sign content or viewpoint, or deny the application after applying the approval criteria set out in Subsection (d) below, subject to the limitations of Subsection (e) below. Public hearings on Sign Design Program applications shall not be tabled or continued without the applicant's consent, which shall be included in the record of the hearing.
- (d) **Approval Criteria.** The HPC may approve a Sign Design Program if it finds that the Sign Design Program results in a substantially improved, comprehensive, and

unified proposal compared to what is allowed through strict compliance with the sign regulations of this Chapter.

- (1) *Modification of Sign Setbacks or Required Landscape Area.* Setbacks or required landscape area for detached signs may be different from the requirements of this Chapter if it is demonstrated that there is no impact on public safety or on utility easements, the aesthetic impact of the modification is appropriately mitigated, and all other requirements for approval of a Sign Design Program are met.
- (2) *Architectural Theme.* All signs shall be architecturally integrated into or complimentary to the design and materials of the buildings and character of the site, and shall use similar and coordinated design features, materials, and colors. The Sign Design Program shall establish or continue an integrated architectural vocabulary and cohesive theme for the development. Within the NHLD, signs shall not degrade the historic character of the buildings to which they relate.
- (3) *Height, Area, Number and Location of Signs.* The height, area, type, number and location of signs permitted through the Sign Design Program shall be determined by the HPC, based on the following criteria:
 - a. The overall size of the development and the scale of the use or uses located or anticipated to be located there (larger land areas and scales of use tend to favor larger signs and / or more signs);
 - b. The relationship between the building setback and sign location (higher visibility signage may be appropriate for buildings with lower visibility);
 - c. Frontage (larger frontages may justify more or larger signs, particularly if the size of the frontage tends to prevent sign clutter by allowing additional spacing between signs);
 - d. Access and visibility to the site;
 - e. Intended traffic circulation pattern;
 - f. Hierarchy of signage;
 - g. Relationship between the site and adjacent uses; and
 - h. Consistency with the objectives and design policies of the City's Comprehensive Plan and any applicable land use or design plans approved by the City Council for the area in which the Sign Design Program is proposed.
- (4) *Illumination.* The HPC may approve internal illumination of signs if it finds that:

- a. The illumination standards of 14-2-30 are met; and
 - b. Illumination of the sign with external light sources is not practicable because it would create undue glare or sky glow due to the location and configuration of the sign.
- (e) **Maximum Total Sign Area.** The total permitted sign area approved by a Sign Design Program shall not exceed 125 percent of the sign area for permanent signs that would otherwise be permissible if the property were in strict compliance with this Article.
- (f) **Elimination of Nonconforming Signs.** In addition to proposed new signage, all existing signs on a property for which a Sign Design Program approval is sought shall be addressed in the application. The HPC may require removal or modification of existing nonconforming signs as a condition of approval of a Sign Design Program.
- (g) **Temporary Signs.** A Sign Design Program may address temporary signs. An applicant may propose a prohibition on temporary signs as part of a Sign Design Program.
- (h) **Conditions of Approval.** The HPC may impose reasonable conditions on the Sign Design Program that are not related to the content of the signs or the viewpoints of the sign users, in order to ensure continuing compliance with the standards of this Chapter and approved Sign Design Programs.
- (i) **Contents of Sign Design Program.** A Sign Design Program shall set forth a master plan for signage for an entire development. Sign Design Programs shall set out:
- (1) The boundaries of the parcel or parcels in which the program will be applied;
 - (2) Architectural elevations of the buildings on the parcel or parcels;
 - (3) Sign dimensions and approximate locations;
 - (4) Materials and colors;
 - (5) Proposed illumination, including maximum illumination levels and light sources;
 - (6) A design theme with illustrative examples of each sign type, the form of each sign type, and the proposed general locations of each sign type; and
 - (7) A demonstration that the Sign Design Program will maintain historic character (if the property is located within the NHLD), improve the aesthetics of the development, reduce sign clutter, and avoid or mitigate

adverse impacts on the use, enjoyment, or value of adjacent and nearby property.

- (j) Effect of Approval. Upon approval of a Sign Design Program, sign permits shall be administratively issued, based on compliance with the standards set out in the Sign Design Program for the development. Sign Design Programs may also specify types of signs that may be installed without further permits.

Article VI Sign Maintenance

14-6-10 Sign Maintenance

- (a) Generally. Signs and sign structures of all types (attached, detached, and temporary) shall be maintained as provided in this Section.
- (b) Paint and Finishes. Paint and other finishes shall be maintained in good condition. Peeling finishes shall be repaired. Signs with running colors shall be repainted, repaired, or removed if the running colors were not a part of the original design.
- (c) Mineral Deposits and Stains. Mineral deposits and stains shall be promptly removed.
- (d) Corrosion and Rust. Permanent signs and sign structures shall be finished and maintained to prevent corrosion and rust. A patina on copper elements (if any) is not considered rust.
- (e) Damage. Permanent signs that are damaged shall be repaired or removed within 60 days. Temporary signs that are damaged (*e.g.*, broken yard signs) shall be removed within 24 hours.
- (f) Level Position. Signs that are designed to be level, whether temporary or permanent, shall be installed and maintained in a level position.
- (g) EMC Maintenance. If an EMC is damaged or otherwise malfunctions, it shall be repaired, replaced, or removed (along with all associated electronics and mounting brackets) within 30 days.

Article VII Nonconformities, Enforcement, and Appeals

14-7-10 Nonconforming Signs

- (a) Generally. Any permanent sign that exists on the effective date of this Chapter but does not conform to the provisions of Chapter is a “legal nonconforming” sign, provided that it was originally approved by a sign permit, or, if no sign permit was required under applicable law, it was in all respects in conformity with

the applicable law immediately prior to the effective date, or had legal nonconforming status at such time.

- (b) Repairs and Alterations. Routine maintenance of nonconforming signs is permitted, including necessary non-structural repairs, paint, and incidental alterations (*e.g.*, changing the message of the sign by replacing or repainting the sign face). Structural alterations to nonconforming signs are permitted only if it is demonstrated that the alteration will eliminate the nonconformity.
- (c) Termination and Removal.
 - (1) A nonconforming sign which has been damaged by fire, wind or other cause in excess of 50 percent of its replacement cost shall not be restored except in conformance with this Article.
 - (2) If an element of a sign that causes the sign to be nonconforming is removed, it shall not be replaced, except with a conforming element.
 - (3) If a nonconforming sign structure becomes an Abandoned Sign, it shall be removed or brought into conformance with this Article. For the purposes of this standard, a temporary “sock sign” may be used to display a message while a new sign face is being created.
 - (4) If a nonconforming sign structure is removed for any reason other than routine repair and maintenance, it shall not be replaced unless the replacement sign conforms to this Article.
 - (5) Nonconforming signs that are a danger to the public safety due to damage or wear shall be removed and shall not be replaced unless the replacement sign conforms to this Article.

14-7-20 Enforcement

- (a) Enforcement Authority. This Article shall be enforced by the City Manager or designee.
- (b) Immediate Removal of Signs. Signs that are unlawfully located within public right-of-way may be summarily removed by the City and disposed of without notice.
- (c) Penalty for Noncompliance. Every person convicted of a violation of any provision of this Chapter shall be punished by a fine not to exceed the maximum fine a municipal court may impose as a matter of law for each day the violation continues. The Municipal Court may further order the defendant to remove a prohibited or unlawful sign within five days or such other time period as the Court determines is reasonable, and if the defendant fails to timely do so that the City may remove such sign and charge the property owner for the cost of removal plus a five percent fee for administration, inspection, and other incidentals.

- (d) Serving of notice.
 - (1) Notices of violation of this Chapter shall be either:
 - a. Sent by first-class mail, postage prepaid, to the address of the record owner of the real estate and/or person in possession and control of the property upon which the violation is alleged, or
 - b. Personally served upon such person.
 - (2) The notice of violation shall identify the sign or activity that is in violation of this Chapter, and cite the section number that is allegedly violated. The notice of violation shall provide a period of not less than five days to cure the violation, except that the period to cure allegedly unlawful installations of permanent signs or unlawful modifications of permanent signs shall be not less than 14 days.
 - (3) Failure to comply with the terms of the notice of violation may result in the summons to appear in Municipal Court.
- (e) Lien for Collection of Fines, Penalties, and Costs. In order to collect fines, penalties, and costs that are assessed by the Municipal Court, the City may file a lien against the property upon which the prohibited or unlawful sign is located; such lien to have priority over all liens except general taxes and prior special assessments. The lien shall be placed upon the tax rolls for the current year, to be collected in the same manner as other taxes are collected. The City may file such lien at any time not less than 30 days after judgment is entered by the Municipal Court.

14-7-30. Appeals

- (a) Notice of Appeal. An applicant may appeal an adverse decision or condition of approval to the City Council by filing a notice of appeal with the City Clerk not more than 10 days after the decision appealed from is delivered to the applicant in writing. The notice of appeal shall state the grounds for the appeal and the relief sought. The appeal shall be placed on the next available agenda of the City Council for consideration. The City Council may grant, grant with conditions, or deny the appeal.
- (b) Judicial Review. The appeal process set out in this section is for the convenience of the applicant, and is not a mandatory administrative process. An applicant may appeal directly to court pursuant to the Colorado Rules of Civil Procedure, or may appeal a decision to the City Council, followed by an appeal to court pursuant to the Colorado Rules of Civil Procedure.

Division VIII Definitions

14-8-10 Definitions

Abandoned Sign means a sign that does not contain a message, or contains a commercial or event-based message that is obviously obsolete (*e.g.*, the name of a business that is no longer operational, or an advertisement for an event that has already occurred), for a continuous period of 60 days.

Attached Sign means a sign that is attached to or located inside a building (*e.g.*, a wall sign, projecting sign, awning sign, or window sign).

Awning Sign means a sign that is mounted, painted, or attached to canvas or other material that is installed over a projecting structural framework above a building window or door.

Banner means a type of temporary sign that is painted or printed on cloth, vinyl, or other flexible material, which is designed to be stretched between poles, fence posts or wire, or hung on walls with ties, clips, rails, brackets, hooks, or frames.

Banner Frame means a frame system that is used for stretching banners, which is designed to prevent wrinkling and movement and to conceal fasteners.

Bracket Sign means a type of permanent sign that is mounted above a principal entrance to a building, on a bracket that extends generally perpendicular to the building wall; with the bracket attached either to the building wall or to the underside of a canopy or awning structure.

Building Elevation means the external face of a building, projected onto a two-dimensional plane. For purposes of calculating allowed sign area, the building elevation is the two-dimensional representation of the side of the building upon which the sign is proposed.

Bulletin Board means a cabinet sign structure that houses a display board upon which bulletins and posters are displayed.

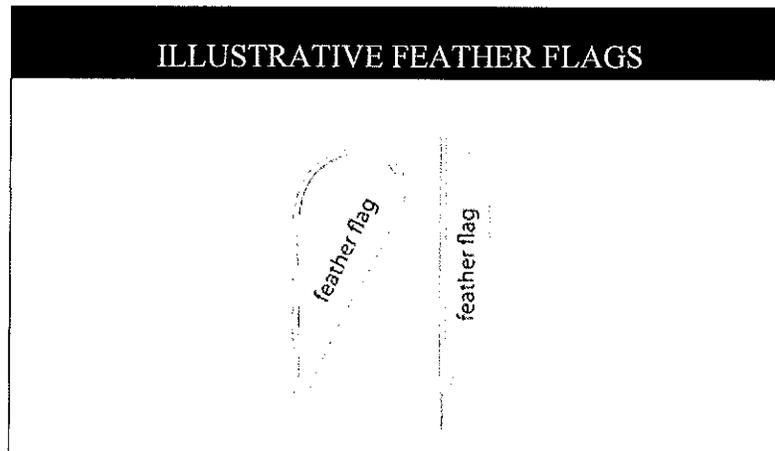
City means Central City, Colorado, a Colorado home-rule municipality.

Detached Sign means a sign that is not attached to or located inside a building (*e.g.*, a monument sign or pole sign).

e.g. means “for example,” and is intended to be illustrative and not exclusive

Electronic Message Center means a display surface that is composed of light emitting diodes (LEDs) that is capable of displaying variable messages and graphics, which are generally created on a computer.

Feather Flag means a flag that is mounted on a temporary flagpole (*e.g.*, a flagpole that is installed in a mount that is staked into the ground), which may be vertical, bowed, or flexible. Feather flags do not include flags that are flown from straight, rigid flagpoles that are permanently installed in the ground or temporarily or permanently attached to buildings, light poles, or utility poles.



Flag means a flexible piece of fabric, that is attached along one edge to a straight, rigid flagpole (directly or with rope), and which is designed to move when the wind blows. Flags are typically (but not necessarily) rectangular in shape, and often (but not always) include printed or embroidered insignia that symbolizes a nation, state, or organization, or that display a graphic or message.

Foot-Candle means a unit of measurement of the intensity of light falling on a surface, equal to one lumen per square foot.

Free-Standing Sign means a pole sign or a monument sign.

Glare means light emitted from a luminaire at an angle of 0 to 30 degrees downward from the horizontal plane at which the luminaire is installed, that trespasses beyond the object that the luminaire is intended to illuminate.

Historic Color Palette means the color palettes set out in the Benjamin Moore Historic Color Palette and the Kwal Paint Historic Colors of America, and such other colors as may be approved by the Historic Preservation Commission based on appropriate documentation.

Historic Fonts Palette means a collection of fonts that is approved by the Historic Preservation Commission as identical to or consistent with the typefaces during the period of significance of the NHLD.

Landmark Sign means a sign that has been continuously displayed since 1930.

lf. means linear foot.

Lux means a measure of illuminance (a measure of light that falls upon or passes through an object), in terms of lumens per square meter

Manual Changeable Copy Center means a sign element in which letters, numbers, or symbols may be changed manually without altering the face of the sign (*e.g.*, by placement of letters into tracks). Manual changeable copy centers are sometimes known as “readerboards” or “marquee signs.”

Monument Sign means a type of freestanding permanent sign generally having a low profile with little or no open space between the surface of the ground and the sign face or frame.

National Historic Landmark District (“NHLD”) means the Central City/Black Hawk Historic District, a National Historic Landmark District.

Outlying Area means any area in the City which is not part of the NHLD.

Period of Significance means the period between 1859 and 1918.

Pixel Pitch means a measurement of the resolution of an electronic message center display, in terms of the distance (generally in millimeters) between the center of a light emitting diode (LED) cluster (pixel) and the center of the next LED pixel. Lower pixel pitch measurements indicate higher display resolution.

Pole Sign means a type of freestanding permanent sign that is mounted upon one or more poles.

Portable Sign means a sign that is designed to be easily moved from one location to another, and when placed, is neither fastened to a permanent structure or building, nor staked or otherwise installed into the ground. Portable signs include signs that are mounted on trailers, wheeled carriers, or frames that are designed to be placed onto a surface without being secured to it.

Principal Building Entrance means a primary point of public pedestrian access into a building. The phrase “principal building entrance” does not include doors used principally as emergency exits, or doors that provide restricted access (*e.g.*, for employees or deliveries).

Projecting Sign means a sign that is mounted upon a building wall such that the sign face is not roughly parallel to the building wall.

Roof Sign means a sign that is installed, in whole or in part, above an eave line or parapet of a building.

sf. means square foot.

Sidewalk Sign means a type of portable sign that is designed to be placed (but generally not anchored) upon a hard surface in order to attract the attention of pedestrians.

Sign means any surface, fabric, device, or display which bears lettered, pictorial, or sculptured matter, designed to convey information to the public, that is visible from abutting property, a public street, sidewalk, right-of-way, or other property at a higher elevation than the property on which the sign is installed. The term “sign” also includes all structural members (if any).

Sign Band means an area on a building facade usually located immediately above the storefront and below the second story window sill, or below the cornice line, where signs were historically attached.

Sign Face means the surface area of a sign which is designed for placement of text, symbols, or images. The sign face does not include the supporting structure, if any, unless the supporting structure is used for the display of text, symbols, or images. For wall signs, the sign face is equal

to the sign area of the wall sign, or the area within any frame or color used to define, differentiate, or mount the wall sign, whichever is larger.

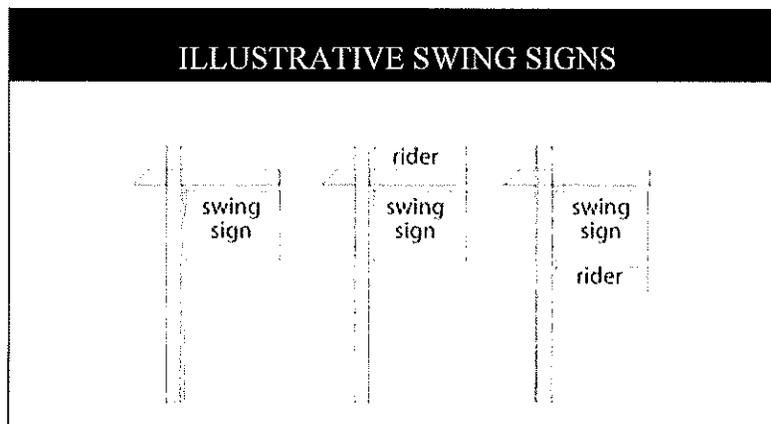
Site Sign means a type of temporary sign that is constructed of vinyl, plastic, wood, metal, or other comparable rigid material, which is displayed on a structure that includes at least two posts.

Sock Sign means a type of temporary sign that is constructed of flexible material, designed to fit over a permanent sign face or mount.

Street Elevation means a street-facing building elevation.

Substantial Modification means any modification of a sign that involves alteration or replacement of a structural support, enlargement of the sign area, material changes to the sign height or sign clearance, obvious changes of materials or components (*e.g.*, replacement of wood with plastic), addition of new components (*e.g.*, installation of lighting or an EMC) or repairs that cost more than fifty percent of the replacement cost of the sign. Substantial modifications do not include replacement of sign panels in a sign cabinet with comparable materials that display different messages, replacement of existing light sources with compliant light sources (unless the electrical work exceeds the repairs limit), painting, or repainting,

Swing Sign means a type of temporary sign that is suspended from a horizontal swing post that is attached to a post that is staked into the ground. Swing signs may include riders that are mounted to the swing post or suspended under the sign panel.



Uplight means light emitted from a luminaire at an upward angle from the horizontal plane at which the luminaire is installed, that trespasses beyond or away from the object that the luminaire is intended to illuminate.

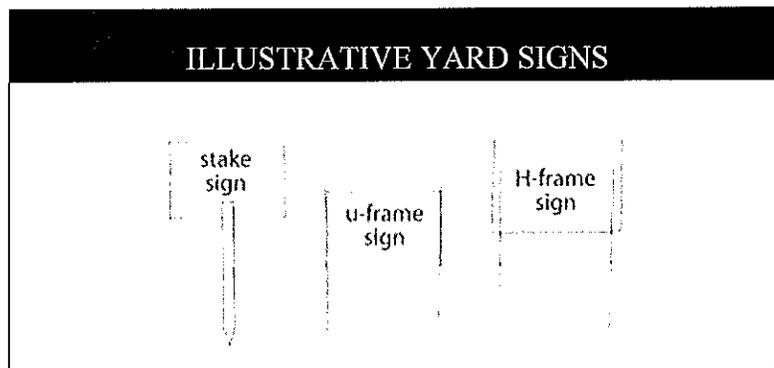
Wall Sign, Painted or Applied means a type of permanent sign that is painted on or applied to a wall of a building, which extends not more than two inches from the building wall.

Wall Sign, Cabinet means a type of permanent sign that is installed against the wall of a building, with a structure that extends more than two inches, but not more than one foot, from the building wall and a sign face that is roughly parallel to the building wall upon which the sign is mounted.

Window Sign means a type of temporary or permanent sign that is: (i) painted on, applied to, or attached to a window; or (ii) or installed or positioned within a building such that the sign face is oriented towards and highly visible through a window that is within six feet of the sign.

Window Transparency, means, for the purposes of this Chapter, any area of a window that is not covered or obstructed by a sign, such that the visibility through the window in both directions is not blocked. The actual visibility through the window (*e.g.*, a pedestrian's ability to overcome daytime glare) is not a factor in the determination of window transparency, provided that the window is not treated with a reflective coating.

Yard Sign means a type of temporary sign that is constructed of paper, vinyl, plastic, wood, metal or other comparable material, which is mounted on a stake or a frame structure (often made from wire) that includes one or more stakes.



Zoning Ordinance means Chapter 16, *Zoning*, Central City Colorado Municipal Code, as amended from time to time.

Section 2. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Central, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 3. Severability. If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word (collectively, "Provision") of this Ordinance is declared unconstitutional by a court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other Provision of this Ordinance. It is the intent of the City Council that: (a) severability shall apply even if severance of a Provision would result in a situation where there would be less speech, whether by subjecting previously exempt signs to permitting or otherwise; (b) severability shall apply to prohibited sign types and prohibited sign elements, such that as many prohibited sign types and sign elements as may be constitutionally prohibited shall continue to be prohibited; and (c) severability shall apply to any Provision that is found to be content-based and declared to be unconstitutional, such that only that portion of the provision that is found to relate to content shall be severed, and if it is not possible to strike only the portion of the provision that is found to relate to content, then all signs that would be subject to

the stricken Provision shall instead be subject to the next surviving Provision for a sign of comparable geometry and character that is more restrictive than the stricken Provision in terms of sign area.

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 ____ day of _____, 2015, 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 ____ day of _____, 2015.

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 _____, 2015.

POSTED AND PUBLISHED BY TITLE [AND SUMMARY IF AMENDED ON SECOND READING] in the Weekly Register Call newspaper on _____, 2015.

CITY OF CENTRAL, COLORADO

Ronald E. Engels, Mayor

ATTEST:

Reba Bechtel City Clerk



AGENDA ITEM # 10

CITY COUNCIL COMMUNICATION FORM

FROM: Marcus McAskin, City Attorney

DATE: October 6, 2015

ITEM: Ordinance 15-08 Approving a License Fee Rebate Agreement with G. F. Gaming Corporation

ORDINANCE
 MOTION
 INFORMATION

- I. **REQUEST OR ISSUE:** Ordinance No. 15-08 approves a License Fee Rebate Agreement (the "Rebate Agreement") with G. F. Gaming Corporation (GF Gaming).

The City is in need of securing funds in an amount sufficient to assist with the acquisition of the Big-T parking lot, together with funding necessary improvements to the parking lot.

GF Gaming has volunteered to assist the City in raising the necessary capital by pre-paying \$600,000 in annual license fees imposed in accordance with Section 6-5-30 of the Municipal Code, as the same may be amended from time to time, and as more specifically set forth in the Agreement.

As of the date of this Communication Form, the initial draft of the Rebate Agreement has not been completed and is therefore unavailable for Council review. Council is asked to adopt Ordinance 15-08 on first reading and schedule second reading and public hearing on Tuesday, November 3, 2015.

- II. **RECOMMENDED ACTION / NEXT STEP:** Approve Ordinance No. 15-08 on first reading and schedule a public hearing and second reading of the Ordinance on a time and date certain.

Currently, it is anticipated that second reading of the Ordinance will occur on Tuesday, November 3, 2015.

III. **FISCAL IMPACTS:** Approval of the Rebate Agreement will require the City to recognize an additional \$600,000 in FY2015 revenue. The additional revenue was not anticipated when the FY2015 Budget was adopted. The fund and amounts of additional revenue are shown below.

<u>General Fund</u>	<u>Supplemental</u>	<u>Increase</u>
	(License Fee Revenue)	\$600,000
Total increase in Revenue (General Fund)		\$600,000

- **Interfund Transfer from the General Fund to the Capital Improvement Fund (\$600,000).**

IV. **BACKGROUND INFORMATION:**

- GF Gaming has historically leased the Big-T parking lot from the current record owner, Pinnacle Entertainment, Inc.
- GF Gaming's agreement to pre-pay license fees will allow the City to acquire the Big-T parking lot from Pinnacle, as well as pay for certain repairs to the parking lot that are required.
- In the short term, it is anticipated that the Big-T lot will function as a public surface parking lot, and that customers and employees of the casinos operated and managed by GF Gaming will be allowed to use the parking lot.

V. **LEGAL ISSUES:** None. City Council is authorized pursuant to Section 5.8 of the City's Home Rule Charter and C.R.S. § 29-1-109 to amend the budget after it is adopted. Adoption of Ordinance 15-08 is necessary to approve the Rebate Agreement and to recognize the supplemental General Fund revenue in FY2015.

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

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

- (1) Adopt Ordinance No. 15-08 on first reading, as may or may not be amended;
- (2) Direct staff to make revisions to the Ordinance and schedule consideration of the Ordinance on a future City Council agenda for first reading; or
- (3) Reject or deny the Ordinance.

Attachments:

- Ordinance 15-08 (for first reading)

**CITY OF CENTRAL, COLORADO
ORDINANCE 15-08**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
CENTRAL, COLORADO, APPROVING A LICENSE FEE REBATE
AGREEMENT WITH G. F. GAMING CORPORATION**

WHEREAS, the City Council, has determined that a need currently exists to secure funds in an amount sufficient to assist the City with acquiring certain real property in the vicinity of City Hall and to fund certain necessary improvements to the property; and

WHEREAS, G. F. Gaming Corporation, a Colorado corporation (“GF Gaming”) has volunteered to assist the City in raising the required funds by pre-paying certain license fees; and

WHEREAS, GF Gaming operates The Famous Bonanza Casino and Easy Street Casino in Central City; and

WHEREAS, the City desires to repay the advanced license fees by rebating a certain percentage of annual license fees over a ten (10) year period; and

WHEREAS, in accordance with Section 5.8 of the Home Rule Charter of the City, every act creating an indebtedness requires approval by ordinance; and

WHEREAS, the City Council desires to recognize six hundred thousand dollars (\$600,000) in additional General Fund revenue for FY2015; and

WHEREAS, GF Gaming and the City have agreed to the terms and conditions of a license fee rebate agreement, in substantially the form attached hereto as **Exhibit A** (the “Rebate Agreement”); and

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

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

Section 1. The City Council of the City of Central finds that the meetings at which this ordinance was considered and adopted were properly noticed and conducted as open meetings in accordance with Colorado law.

Section 2. The terms of said Rebate Agreement are in the best interests of the City and will secure necessary funding for property acquisition and related public infrastructure projects.

Section 3. The City Council designates and confirms that the Mayor has the authority to execute and deliver the Rebate Agreement and any related documents necessary to the consummation of the transactions contemplated by the Rebate Agreement in substantially the form attached hereto as **Exhibit A** for and on behalf of the City. The Mayor, in consultation

with the City Manager and the City Attorney, may make such non-material changes to the Rebate Agreement as necessary or desirable and that do not materially increase the obligation(s) of the City, such approval to be conclusively evidenced by the execution and delivery of the Rebate Agreement.

Section 4. Amendments to FY 2015 Budget. The Finance Director of the City of Central is authorized to make mathematical computations to the 2015 Budget to ensure that the amendments provided by this Ordinance are properly accounted for and such Budget properly reflects the approved amendments.

Section 5. 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 6. Effective Date. This Ordinance shall become effective immediately following publication, public hearing and the approval of City Council following second reading in accordance with Sections 5.9 and 5.10 of the City Charter.

INTRODUCED AND READ by title only on first reading at the regular meeting of the City Council of the City of Central on the ___ day of October, 2015, 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 _____ meeting of the City Council of the City of Central on the ____ day of _____, 2015.

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 _____, 2015.

POSTED AND PUBLISHED BY TITLE [AND SUMMARY IF AMENDED ON SECOND READING] in the Weekly Register Call newspaper on _____, 2015.

CITY OF CENTRAL, COLORADO

Ronald E. Engels, Mayor

ATTEST:

Reba Bechtel City Clerk

Exhibit A
Rebate Agreement

(G. F. GAMING CORPORATION)



AGENDA ITEM # 11

CITY COUNCIL COMMUNICATION FORM

FROM: Marcus McAskin, City Attorney

DATE: October 6, 2015

ITEM: Ordinance 15-09 Approving the Acquisition of Property Commonly Known as the Big-T Parking Lot

ORDINANCE
 MOTION
 INFORMATION

- I. **REQUEST OR ISSUE:** Ordinance No. 15-09 approves the acquisition of certain property commonly known as the Big-T Parking Lot from the current record owner of the property, Pinnacle Entertainment, Inc., a Delaware corporation ("Pinnacle").

As of the date of this Communication Form, the City and Pinnacle are in the final stages of finalizing the Purchase and Sale Agreement for the subject property (the "Purchase Agreement"). A copy of the current draft of the Purchase Agreement is on file with the City Clerk's Office and is available for review.

Council is asked to adopt Ordinance 15-09 on first reading and schedule second reading and public hearing on Tuesday, November 3, 2015.

- II. **RECOMMENDED ACTION / NEXT STEP:** Approve Ordinance No. 15-09 on first reading and schedule a public hearing and second reading of the Ordinance on a time and date certain.

Currently, it is anticipated that second reading of the Ordinance will occur on Tuesday, November 3, 2015.

- III. **FISCAL IMPACTS:** Approval of the Ordinance will require the City to expend General Fund monies to acquire the subject property and to fund anticipated improvements to the subject property.

IV. BACKGROUND INFORMATION:

The City has been negotiating with Pinnacle to acquire the Big-T parking lot. In the short term, the City anticipates operating the lot as a public parking lot.

V. LEGAL ISSUES: None. City Council is authorized pursuant to Section 5.8 of the City's Home Rule Charter and C.R.S. § 29-1-109 to amend the budget after it is adopted. Adoption of Ordinance 15-09 is necessary to recognize the expenditure of General Fund monies in FY 2015 in an amount sufficient to acquire the subject property.

V. CONFLICTS OR ENVIRONMENTAL ISSUES: N/A

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

- (1) Adopt Ordinance No. 15-09 on first reading, as may or may not be amended;
- (2) Direct staff to make revisions to the Ordinance and schedule consideration of the Ordinance on a future City Council agenda for first reading;
or
- (3) Reject or deny the Ordinance.

Attachments:

- Ordinance 15-09 (for first reading)

**CITY OF CENTRAL, COLORADO
ORDINANCE 15-09**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
CENTRAL, COLORADO APPROVING THE ACQUISITION OF
PROPERTY COMMONLY KNOWN AS THE BIG-T LOT**

WHEREAS, the City of Central (the “City”) and Pinnacle Entertainment, Inc., a Delaware corporation (“Seller”) are in the process of finalizing the terms and conditions of that certain Purchase and Sale Agreement (the “Purchase Agreement”), which outlines the terms on which the Seller will convey certain property commonly known as the Big-T parking lot and situated in the City of Central, Gilpin County, Colorado (the “Subject Property”) to the City; and

WHEREAS, City is authorized by its Home Rule Charter and § 31-15-101(1)(d), C.R.S. to acquire the Subject Property; and

WHEREAS, a copy of the Purchase Agreement is on file with the City Clerk’s Office and is incorporated herein by reference; and

WHEREAS, the Subject Property is located immediately adjacent to City Hall; and

WHEREAS, a legal description of the Subject Property is attached to this Ordinance as Exhibit A and is incorporated herein by reference; and

WHEREAS, the City desires to acquire the Subject Property from the Seller in accordance with the terms and conditions set forth in the Purchase Agreement; and

WHEREAS, City Council finds that the acquisition of the Subject Property will promote the health, safety and general welfare of the Central City community; and

WHEREAS, Section 5.8 of the Home Rule Charter requires that every act making an appropriation shall be by Ordinance; and

WHEREAS, City Council desires to appropriate six hundred thousand dollars (\$600,000) from the General Fund in order to: (1) fund the acquisition of the Subject Property; and (2) fund necessary improvements to the Subject Property; and

WHEREAS, the City provided notice of a public hearing concerning this Ordinance in accordance with C.R.S. § 29-1-106 by publishing notice once in a newspaper of general circulation and held such public hearing as required by state statute; and

WHEREAS, the additional appropriations contemplated by this Ordinance do not exceed the amount of estimated revenues in the FY2015 budget; and

WHEREAS, the City Council declares the purchase of real property as provided by this Ordinance is an exercise of its administrative power as provided by Colorado law.

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

Section 1. Recitals Incorporated. The recitals contained above are incorporated herein by reference and are adopted as findings and determinations of the City Council.

Section 2. Acceptance of Subject Property. The City Council hereby approves the acquisition of the Subject Property for the Purchase Price set forth in the Purchase Agreement and in accordance with the general terms and conditions set forth in the Purchase Agreement, after execution and delivery of all documents referenced in and associated with the Purchase Agreement, with the acceptance of title to the Subject Property being contingent upon recording of the conveyance deed to the Subject Property in the Clerk and Recorder's Office of Gilpin County, Colorado.

Section 3. Execution of Documents. The Mayor, Mayor Pro-Tem, City Manager, and City Clerk are authorized to execute all documents necessary to facilitate or complete the acquisition of the Subject Property, following the review and approval of all such documents as to form by the City Attorney's Office.

Section 4. Amendments to FY 2015 Budget. The Finance Director of the City of Central is authorized to make mathematical computations to the FY2015 Budget to ensure that the amendments provided by this Ordinance are properly accounted for and such Budget properly reflects the approved amendments.

Section 5. 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 6. 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 7. Effective Date. This Ordinance shall become effective immediately following publication, public hearing and the approval of City Council following second reading in accordance with Sections 5.9 and 5.10 of the City Charter.

INTRODUCED AND READ by title only on first reading at the regular meeting of the City Council of the City of Central on the ____ day of _____, 2015, 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 ___ day of _____, 2015.

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 _____, 2015.

POSTED AND PUBLISHED BY TITLE [AND SUMMARY IF AMENDED ON SECOND READING] in the Weekly Register Call newspaper on _____, 2015.

CITY OF CENTRAL, COLORADO

Ronald E. Engels, Mayor

ATTEST:

Reba Bechtel City Clerk

**EXHIBIT A
LEGAL DESCRIPTION**

Parcel I:

Lot 1, EXCEPT that portion covered by Highway 279, also known as Spring Street,
All Lots 2, 3, 4, 5, 6, 7, and the Northeasterly six (6) feet of Lot 8, including that part of
the Montana Mill Site lying within the boundaries of the said Northeasterly six (6) feet of
said Lot 8, which lies between and extends from Spring Street to Nevada Street,
Block 20,

Parcel II:

The PIERCE LODE and MILL SITE, U. S. Survey No. 105 A and B, as created by
United States Patent recorded on June 13, 1872, in Book 53 at Page 262, County of
Gilpin, State of Colorado

Parcel III:

Lot 16,
Block 20,

The above property is commonly known and referred to as the “Big-T” parking lot.

Gilpin County Assessor Account Numbers: R002385, R002388, N0023785
Gilpin County Parcel ID Numbers: 183512301047, 183512301065, 105-PIERCE&MS

To: Mayor Engels, City Council, and City Manager Miera

From: Reba Bechtel, City Clerk

Date: October 6, 2015

Re: Bi-weekly Report

- Prep for Regular Council meeting
- Working with applicants for HPC meeting and packet prep for 10/14/15
- Started calendar and research for the upcoming special election for the vacant council seat
- Processed and renewed the Medical Marijuana License for Green Grass LLC
- Worked with Marijuana Enforcement Division regarding the renewal for Eureka Supply dba Motherlode that was not renewed due to improperly filed paperwork
- Caselle training underway with staff
- Misc information regarding: sign permits, special events, building permits, code questions, HP, records research, liquor, marijuana, and zoning information.

To: Mayor Engels, City Council, and City Manager

From: Sam Hoover, Public Works Director

Date: October 1, 2015

Re: Bi-weekly Report

- Staff repaired (2) drains and an asphalt failure on St. James Street
- Started FEMA Project – R&R approximately 1936 SY of poor asphalt and roadbase at site #5, placed 300' of underdrain at site #1, repaired erosion of the slopes at sites #2 and #3
- Eureka Street & Prosser Street/ Xcel project - Milled 2" of asphalt and paved with 2" of hot-mix asphalt

MEMORANDUM

TO: Daniel Miera / City Manager

FROM: Gary Allen / Fire Chief

DATE: 30 September, 2015

RE: Activity Report

The Fire Department responded to 246 incidents as of 30 September, 2015 with 29 incidents being out of city, and of those 11 incidents was for Mutual Aid (MA) to other agencies. Following are the activities the department responded to and conducted for this reporting period.

Thursday 27 Aug, 2015 - 16:48 PM / Medical, 132 Lawrence St.

Thursday 27 Aug, 2015 - 20:49 PM / MVA, Bald Mountain Road

Friday 28 Aug, 2015 - 10:18 AM / Medical, 425 Mammoth View Lane

Sunday 30 Aug, 2015 - 12:52 PM / Medical, 141 Nevada St.

Sunday 30 Aug, 2015 - 20:31 PM / Medical, 425 Mammoth View Lane

Tuesday 1 Sept, 2015 - 03:25 AM / Medical, 321 Gregory St.

Tuesday 1 Sept, 2015 - 05:02 AM / Medical, 321 Gregory St.

Saturday 5 Sept, 2015 - 23:48 PM / Fire Alarm, 321 Gregory St.

Sunday 6 Sept, 2015 - 13:21 PM / MVA – ATV, 556 Pisuah Rd.

Monday 7 Sept, 2015 - 06:54 AM / Medical, 420 Bobtail Hill Circle

Monday 7 Sept, 2015 - 14:23 PM / MVA- Rollover 495 Apex Valley Rd.

Tuesday 8 Sept, 2015 - 14:28 PM / Medical, 321 Gregory St.

Thursday 10 Sept, 2015 - 10:51 AM / Medical/Death, Virginia Canyon Rd.

Thursday 10 Sept, 2015 - 19:05 PM / Auto/Ped Accident, 430 Lawrence St.

Friday 11 Sept, 2015 - 11:35 AM / Fire Alarm, 321 Gregory St.
Saturday 12 Sept, 2015 - 22:49 PM / Fire Alarm, 321 Gregory St.
Sunday 13 Sept, 2015 - 16:49 PM / Medical, 149 Gregory St.
Monday 14 Sept, 2015 - 14:48 PM / Medical, 321 Gregory St.
Tuesday 15 Sept, 2015 - 09:34 AM / MVA, 606 Hughesville Rd.
Friday 18 Sept, 2015 - 17:04 PM / Medical, 120 Main St.
Saturday 19 Sept, 2015 - 01:02 AM / Fire Alarm, 321 Gregory St.
Saturday 19 Sept, 2015 - 12:37 PM / Fire Alarm, 321 Gregory St.
Saturday 19 Sept, 2015 - 12:53 PM / Medical, 321 Gregory St.
Monday 21 Sept, 2015 - 17:08 PM / Wildland fire, Upper Apex Road
Tuesday 22 Sept, 2015 - 03:30 AM / Medical, 321 Gregory St.
Tuesday 22 Sept, 2015 - 04:22 AM / Medical-Death, 605 Lake Gulch Road
Tuesday 22 Sept, 2015 - 09:59 AM / Fire, 203 Eureka St.
Tuesday 22 Sept, 2015 - 18:30 PM / Water Leak, 111 Main St.
Wednesday 23 Sept, 2015 - 21:44 PM / MVA, Lawrence & Church St.
Thursday 24 Sept, 2015 - 05:59 AM / Medical, GMV- Bobtail Hill Cir.
Tuesday 29 Sept, 2015 - 08:59 AM / Fire Alarm, 141 Nevada St.
Wednesday 30 Sept, 2015 - 12:23 PM / Medical, 420 Bobtail Hill Cir.

Training

Conducted regular department training on Haz Mat Operations JPR #1 Hazard classes and identification and Emergency Decontamination procedures.

Conducted Station and Truck Maintenance at station 2.

Attended a NFA (National Fire Academy) Chief Operations II class which is part of the Company Officer Training Curriculum (COTC) class part 1 of 5 at the Ameristar in Black Hawk for 4 days, Thursday through Sunday.

Attended a Wildland Fire Table Top exercise in Lakewood in preparation of a full scale large incident exercise coming up in 2016 involving Gilpin, Clear Creek, Jefferson, Boulder, Douglas and a couple more.

Conducted regular Department training at station 2 on JPR's for hose testing and vehicle fires.

Conducted hose testing with BHFD on Miners Mesa on Saturday 19 September from 09:00 AM to 18:00 PM.

Attended joint Medical Training with Timberline Fire on Wednesday 23 September.

Meetings

Attend LEPC meeting at Station 2 (Apex).

Attended Staff meetings at City Hall.

Attended City Council meetings at City Hall.

Attend a Hazard Mitigation meeting in Idaho Springs with all agencies in Gilpin and Clear Creek Counties.

Attended a web meeting with Lexipol, our policy and procedure admin company.

Met with Kerry Drake of Complete Wireless on a program problem we are having with our laptop which programs our pagers.

Attended the Metro Denver Chiefs meeting in Westminster.

Met with Bob Glasson of Fired up Rescue, in regards to the AFG Grant award, Bid to tie down some loose ends prior to making an equipment order.

Attend and conducted a CCFD Officers meeting at Station 2 on 29 September.

Apparatus

Inspected the jointly used Communications Truck in Commerce City as it is getting close to being completed. Made up punch list for completion and acceptance.

Took R-31 (1993 Light Duty Rescue) down to Stevinson Chevrolet for a very bad smoking problem and learned that the motor developed issues that mandated a new motor replacement. The truck is still out of service as of 23 September, 2015.

Took B-31 to AvTech Electronics for an 800MHZ radio install and picked up.

Took E-31 to Av-Tech Electronics for an 800 MHZ radio install and picked up.

Worked on air bag system on B-32.

Went to Stevinson Chevrolet to unload all the equipment out of R-31 while out of service.

Conducted final inspection on Communications Truck in Commerce City and then drove it to SVI Manufacturing in Ft. Collins for the graphics package to be installed.

Took B-31 down to Front Range Fire Apparatus for yearly service work and repairs to Fire Pump again. Also had to alleviate the fuel issue from city bulk tank problem.

Picked up Command 31 from Johnson Auto Plaza in Brighton in regards to the bulk fuel tank problem that occurred at the City Shop.

General

The vender that we borrowed some extrication equipment from had to have it back, so I met him half way in Wellington, CO to return the equipment. Vender is in Wheatland, WY.

Conducted a fire / safety inspection at 161 Gregory St.

Rounded up radio equipment for frequency swap and reprogramming.

Conducted and shuttled truck apparatus to Miners Mesa for the county wide radio reprogramming.

Spent many hours on budget for 2016.

Inspect Easy Street Kitchen for re-opening after the Elevator oil spill into the kitchen area, made a punch list and returned the same day/evening to get them open.

Met with Eric with Motorola on some radio issues that came up after the reprogramming and pick up those that he could not program in the field.

Met with Jason Parrish and the MSA representative on some detection equipment and a new air pack they are bringing out that is NFPA compliant at 2013 Standard.

Met with Jerra Matthews who is a new member of the department and will be our Medical Coordinator/Officer at station 2.

Met with our Physio-Control representative and conducted our yearly maintenance on our AED's.

Worked on grant management of the AFG Grant.

A Stage 1 Fire Restrictions Fire Ban went into place on Thursday 24 September, at 17:00 Hours. Fire Ban signs were flipped and mounted on Monday of the following week.